



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

Monday, November 18, 2013

2:00 PM – Special Meeting

5:30 PM – Regular 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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Fri, Jul 4 - Independence Day
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
Thu, Dec 25 - Christmas Day
Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

2015 - Proposed

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

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

Monday, November 18, 2013

**2:00 PM – Special Meeting
Community Board Room**

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

AGENDA

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

2. CLOSED SESSION

Council will meet in Closed Session to discuss the following item(s):

- 2.1 PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957
- 2.2 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)

3. ADJOURNMENT

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

4. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

5. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

6. PLEDGE OF ALLEGIANCE

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

7. INVOCATION

Alan Fisher from the Church of Latter Day Saints will give the invocation.

8. OPEN SESSION - REPORT FROM CLOSED SESSION

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

9. PRESENTATIONS

- 9.1 VSP Day of Service Recognition and Presentation by Ashley Downton.
- 9.2 Report on the 21st Annual Stand Down Event for the Sacramento Area Presented by Randy and Brian from the Sacramento Stand Down (Veterans Service Group).
- 9.3 Proclamation in Support of Sikh American Awareness and Appreciation Month Presented to Onkar S. Bindra.
- 9.4 Introduction of New City Employee: Code Enforcement Officer, Krista Stover by Neighborhood Services Manager, Kerry Simpson.
- 9.5 Introduction of New City Employee: Housing Services Assistant, Peter Ibrahim by Housing Services Administrator, Reed Flory.
- 9.6 10 Year Service Awards Presentation by Ted Gaebler.
- 9.7 Recognition of Council Member David Sander's Birthday on November 25.
- 9.8 Celebratory Break in Honor of Council Member Sander's Birthday and 10 Year Service Award Recipients.

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 November 4, 2013 Special and Regular Meeting.
Recommendation: Adopt Minutes.
- 12.2 **Subject:** Quarterly Treasurer's Report.
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: Patty Lohse and Donna Silva, Finance Department.
Advances Goals: 4.
- 12.3 **Subject:** Second Reading of Ordinance No. 30-2013, Adding Chapter 8.11 to the Municipal Code, to be Entitled "Keeping of Backyard Hens," and Amending Title 23 of the Municipal Code to Provide for Consistent Corresponding Land Use Regulations.
Recommendation: Waive the second reading and adopt Ordinance No. 30-2013.
Result of Recommended Action: The City-sponsored Municipal Code Amendment would add Chapter 8.11 to the Municipal Code to be entitled "Keeping of Backyard Hens," and amend Title 23 of the Municipal Code (Table 23.310-1, Allowed Uses, Residential Districts). The ordinance would permit the keeping of hens within certain single-family residential zones of the City, subject to a registration requirement and regulations for the care and maintenance set forth in the ordinance.
Staff Report: Paul Junker, Planning Director and Kerry Simpson, Neighborhood Services Manager.
Advances Goals: 2, 6.
- 12.4 **Subject:** Resolution Authorizing the Issuance of Special Tax Bonds for and on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of an Official Statement, Approving Sale of Such Bonds and Approving other Related Documents and Actions.
Recommendation: Adopt Resolution No. 121-2013.
Result of Recommended Action: Adoption of this Resolution will allow the execution and delivery of documents for the sale of Series 2013 Bonds for the Sunridge Anatolia

Community Facilities District 2003-1.

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

Advances Goals: 5.

- 12.5 **Subject:** AT&T Telecommunications Facility Limited Use Permit; Project No. DD8085 – Located at 12303 Folsom Boulevard.

Recommendation: Adopt Resolution No. 126-2013, approving the Limited Use Permit, subject to the amended plans for a Mono-pine style pole and the Conditions of Approval.

Result of Recommended Action: Approval of the Limited Use Permit with amended conditions of approval would increase the service coverage of the AT&T system in an area that is currently underserved.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 2.

- 12.6 **Subject:** Resolution Authorizing the City Manager to Execute the First Amendment to Current Contract No. 137-2013 with Sacramento for Prosecution Services, Increasing the Annual Payment for Services by \$5,688 and Adding Language to the Facilities and Equipment Provision.

Recommendation: Adopt Resolution No. 132-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the First Amendment to the Agreement for Prosecution Services between Rancho Cordova and the City of Sacramento, increasing the annual payment for prosecution services by \$5,688 and adding language to the facilities and equipment provision of the Agreement.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Adoption of the 2013-2021 Housing Element Update.

Recommendation: Continue item to Regular Meeting on December 16, 2013.

Result of Recommended Action: Continuing the item will allow staff additional time to respond to public comment and to ensure that all public response is adequately addressed.

Staff Report: Jessica Hayes, Housing and Neighborhood Development Specialist.

Advances Goals: 1, 2.

- 13.2 **Subject:** Second Reading of Ordinance Nos. Ordinance Nos. 31-2013, 32-2013, 33-2013, 34-2013, 35-2013, 36-2013, 37-2013, 38-2013, 39-2013, and 40-2013 for Local Building Codes.

Recommendation: Waive the second reading and adopt Ordinance Nos. 31-2013, 32-2013, 33-2013, 34-2013, 35-2013, 36-2013, 37-2013, 38-2013, 39-2013, and 40-2013 for Local Building Codes.

Result of Recommended Action: The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.

Staff Report: Cyrus Abhar, Chief Building Official and Joe Cuffe, Permit Services Supervisor.

Advances Goals: 1, 2.

- 13.3 **Subject:** Scooter's Coffee Conditional Use Permit, Minor Design Review and Adjustment; Project No. DD8329 – Located at 2352 Sunrise Boulevard.
Recommendation: Adopt Resolution No. 133-2013.
Result of Recommended Action: Adoption of this resolution would allow construction of a new 420 square foot drive-through coffee kiosk in the existing Rivergate Plaza Shopping Center parking lot. The infill development will remove roughly 30 spaces from a current oversupply of surface parking, but substantially enhance the shopping center landscape.
Staff Report: William Campbell, Principal Planner.
Advances Goals: 1, 2, 6.

14. PUBLIC HEARING ITEMS

- 14.1 **Subject:** SunCreek Specific Plan.
Recommendation: Staff recommends the City Council take the following actions in order:
1. Adopt Resolution No. 127-2013, certifying the EIR/EIS for the SunCreek Specific Plan;
2. Adopt Resolution No. 128-2013, amending the City's General Plan Land Use Element for the SunCreek Specific Plan and the Open Space Element changing the open space requirement from 1.75 acres per 1,000 population to 1.0 acres per 1,000 population;
3. Introduce and waive first reading of Ordinance No. 41-2013, approving the SunCreek Specific Plan, with attached exhibits Public Facilities Finance Plan and Phasing Plan;
4. Introduce and waive first reading of Ordinance No. 42-2013, approving Development Agreements for each of the six ownerships in the SunCreek Specific Plan;
5. Adopt Resolution No. 129-2013, approving individual Affordable Housing Plans for each of the six ownerships in the SunCreek Specific Plan.
Result of Recommended Action: The approval of the SunCreek Specific Plan (SCSP) would ensure the project area will develop in a logical and phased sequence, be environmentally sensitive to natural resources and contribute to the financial sustainability of the City. The SCSP captures the essence of many of the goals and policies of the City's General Plan Elements that promote city building, but not at the expense of the environment. The approved plan would interconnect with the adjoining properties, which in their own time will develop and complement the pedestrian and bike trails, blend into the integrated road system that links open space, residential neighborhood and shopping/employment centers within the developing area of the City.
Staff Report: William Campbell, Principal Planner.
Advances Goals: 1, 2, 5, 6.
- 14.2 **Subject:** City Open Space Guidelines.
Recommendation: Staff recommends the City Council Adopt Resolution No. 130-2013, thereby adopting City Open Space Guidelines.
Result of Recommended Action: Adoption of the City Open Space Guidelines would provide a framework for the designation, design and general operation of open space lands. The Open Space Guidelines are the result of a collaborative process of City staff and members of the development community and would establish an overall system of community gathering places and trail corridors that would add to the livability of new communities within Rancho Cordova.
Staff Report: Paul Junker, Planning Director.
Advances Goals: 1, 2, 6.

- 14.3 **Subject:** Rivergate Shopping Center New Monument Sign Program; Project No. DD8235 – Located at 2352 Sunrise Boulevard.
Recommendation: Adopt Resolution 118-2013.
Result of Recommended Action: Adoption of this resolution would allow construction of two new multi-tenant monument signs for the Rivergate Shopping Center. The new signs would provide greater exposure to Sunrise Boulevard and Zinfandel Drive for the new major tenants and the minor tenants. If these signs were not located in the special sign corridor they would be permitted by right as to height and size.
Staff Report: William Campbell, Principal Planner.
Advances Goals: 6.

15. REGULAR CALENDAR ITEMS

NONE.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

Economic Development: Housing Division.

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
<i>Monday, December 2, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, December 10, 2013</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Monday, December 16, 2013</i>	<i>City Council 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 Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 18, 2013 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Friday, November 15, 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, November 15, 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, November 04, 2013

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

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Present: Budge, Sander, Terry, McGarvey

Council Members Absent: Skoglund

Staff Members Present: Gaebler, Lindgren

Mayor Budge called the special meeting to order in the Community Board Room at 4:27 PM.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Closed Session for City Attorney Evaluation (Pursuant to Government Code 54957).

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Budge adjourned the meeting at 5:27 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Present: McGarvey, Budge, Sander, Terry

Council Members Absent: Skoglund

Staff Members Present: Gaebler, Lindgren, Cuppy, Junker, Silva, Campbell, Flory, Gassaway, Hadley, Hayes, Holt, Simpson, Thomas, Ibrahim, Samuelson, Cuffe, Richael, Haven, George

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:42 PM.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Captain Michael Goold led the pledge.

8. INVOCATION

The Mayor called on a representative of Cordova Baptist Church to give the invocation.

9. REPORT FROM CLOSED SESSION

Mayor Budge reported that the City Council conducted the annual evaluation of the City Attorney. City Council concluded the performance of the City Attorney in 2013 has been exemplary.

10. PRESENTATIONS

- 10.1 Update on Activities at the Cordova Neighborhood Church Respite Club Presented by Barbara Henderson, Activities Coordinator.
- 10.2 Presentation of Proclamation to Stantec Consulting Service Volunteers.
- 10.3 Presentation of Proclamation to Cordova Baptist Preschool and Kindergarten in Recognition of their 50th Anniversary Presented to Carrie Huppert.
- 10.4 Presentation of Proclamation In Support of National Domestic Violence Awareness Month to A Community for Peace and WEAVE.
- 10.5 Introduction of New City Employee: Code Enforcement Officer, Krista Stover by Neighborhood Services Manager, Kerry Simpson was not done this evening.

11. PUBLIC COMMENT

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

12. COUNCIL REPORTS

Ted Gaebler introduced Rancho Cordova's new Chief of Police, Captain Michael Goold.

Council reported on events since the last meeting.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

13.1 **Subject:** Meeting Minutes of October 7, 2013 Special and Regular Meeting and October 29, 2013 Special Meeting.
Recommendation: Adopt Minutes.

13.2 **Subject:** Second Reading of Ordinance No. 29-2013, Amending the City Zoning Map for Properties in the Sunridge Planning Area.
Recommendation: Waive the second reading and adopt Ordinance No. 29-2013.
Result of Recommended Action: The rezone would apply commercial and multi-family residential zoning to parcels within the Sunridge Planning Area. Urban zoning designations for these lands were rescinded as a result of court orders associated with litigation against the Sunridge Specific Plan EIR. The rezone would also apply the Commercial Service designation to lands upon which community facilities have been constructed (water treatment and storage tank and SMUD facility). This action would benefit the property owners that lost urban zoning designations that had been approved under the Sunridge Specific Plan.
Staff Report: Paul Junker, Planning Director and William Campbell, Principal Planner.
Advances Goals: 1, 6.

13.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract No.114-2013 with Caltrans to Provide Fiscal Support for Highway 50 Improvements.
Recommendation: Adopt Resolution No.114-2013.
Result of Recommended Action: Adoption of this resolution would allow the City to partner with Caltrans by contributing \$150,000 for an improvement project along Highway 50 near the Folsom Boulevard Interchange. This project is required as part of improvements to the Hazel Avenue Interchange and is a condition for constructing the Rancho Cordova Parkway Interchange.
Staff Report: Cyrus Abhar, Public Works Director and Mark Thomas, Senior Engineer.
Advances Goals: 1, 2.

13.4 **Subject:** Resolution Authorizing the City Manager to Amend Current Contract No. 184-2010 with Interwest Consulting Group in Order to Increase the Contract by \$40,000 and to Execute a New 3 year Contract No. 134-2013 with Interwest Consulting Group for GIS Services in an Amount not to Exceed \$360,000 to begin January 1, 2014.
Recommendation: Adopt Resolution No. 125-2013.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to amend Contract No. 184-2010 with Interwest Consulting Group for GIS Services in order to increase the contract by \$40,000. The adoption of this resolution will also authorize the City Manager to execute a new three-year Contract No. 183-2013 with Interwest Consulting Group for GIS Services in an amount not to exceed \$360,000 to begin January 1, 2014. Continued work will provide the following: 1) internal GIS Services to staff and other community members; 2) a greater source of information to better serve the community; and 3) information to the community through a web portal.

Staff Report: Jay Hadley, IT Manager.

Advances Goals: 1,2.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

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

14.1 **Subject:** Adoption of Local Building Codes.

Recommendation: Adopt Resolution No. 120-2013. Waive first reading and introduce Ordinance Nos. 31-2013, 32-2013, 33-2013, 34-2013, 35-2013, 36-2013, 37-2013, 38-2013, 39-2013, and 40-2013.

Result of Recommended Action: The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.

Staff Report: Cyrus Abhar, Chief Building Official and Joe Cuffe, Permit Services Supervisor.

Advances Goals: 1, 2.

14.2 **Subject:** Woodside Homes Residential Design Review; Project No. DD8331 – Located at Sunridge Park Subdivision (Villages 5A and 5B), East of Sunrise Boulevard and South of Douglas Road.

Recommendation: Adopt Resolution 123-2013.

Result of Recommended Action: Adoption of this resolution would allow the applicant to proceed with their continued development of the Sunridge Park project with new house plans consisting of two (2) two story and two (2) single story medium sized homes that range from 1,983 to 3,101 square feet. The proposed plans are consistent with the City's adopted Design Guidelines and would be consistent with the high quality of the other designs by Woodside and other developments in the same general area.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2.

15. PUBLIC HEARING ITEMS

15.1 **Subject:** Adoption of the 2013-2021 Housing Element Update.

Recommendation: Approve Resolution No. 119 – 2013 that Adopts the 2013-2021 Housing Element Update and the required Addendum to the General Plan's Final Environmental Impact Report to the City's General Plan.

Result of Recommended Action: Adoption of the 2013-2021 Housing Element and the subsequent certification by the State will ensure that the City's General Plan

remains consistent and enforceable. Adoption will also ensure that the City's General Plan remains compliant with California Environmental Quality Act requirements.

Staff Report: Jessica Hayes.

Advances Goals: 1,2,5,6.

ACTION: Motion to Continue this item to the November 18, 2013 City Council Meeting by Terry second by Sander.
Carried by a 4:0 vote. (Skoglund absent)

15.2 **Subject:** City-sponsored Municipal Code Amendment – Hen Ordinance.

Recommendation: Introduce and waive first reading of Ordinance 30-2013.

Result of Recommended Action: The City-sponsored Municipal Code Amendment would add Chapter 8.11 to the Municipal Code to be entitled "Keeping of Backyard Hens," and amend Title 23 of the Municipal Code (Table 23.310-1, Allowed Uses, Residential Districts). The ordinance would permit the keeping of hens within certain single-family residential zones of the City, subject to a registration requirement and regulations for the care and maintenance set forth in the ordinance.

Staff Report: Paul Junker, Planning Director and Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 2, 6.

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

ACTION: Motion to approve with the amendment of changing section 8.11.040.A.1 from maximum 4 hens to maximum 6 hens by Sander second by McGarvey;
Carried by a 4:0 roll call vote. (Skoglund absent)

15.3 **Subject:** AT&T Telecommunications Facility Limited Use Permit; Project No. DD8085 – Located at 12303 Folsom Boulevard.

Recommendation: Staff recommends the City Council review the submitted materials and either affirm the original approval, approve with amended conditions or deny.

Result of Recommended Action: Council direction will allow staff to prepare a resolution reflecting the Council's action and present such resolution for final action at the following City Council meeting. Approval of the Limited Use Permit, either as proposed or with amended conditions of approval, would increase the service coverage of the AT&T system in an area that is currently underserved. Denial of the Limited Use Permit would cause AT&T to seek an alternate cell tower location. Should the City Council choose to deny the applicant's request, staff would ask that the City Council articulate the reasons for denial.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 2.

AT&T Applicant, Allen Fink, answered Council questions.

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

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

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** 2014 Legislative Priorities.

Recommendation: Provide direction to staff for Fiscal Year (FY) 2015 funding requests, and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 7-12, 2014 in Washington, D.C.; also, receive update on City's Legislative Program and provide direction about the 2014 program.

Result of Recommended Action: Submission of requests for federal funding for projects consistent with the Council's and community's priorities, and provide topics for discussions that the Mayor and Council members will hold with Congressional representatives during the March conference in Washington, D.C. Staff will also proceed with recommended changes and actions for the City's legislative program.

Staff Report: Troy Holt, City Manager's Office.

Advances Goals: 1, 2, 3, 4, 5, 6.

ACTION: Discussion item only; no action taken.

16.2 **Subject:** Preliminary Results of General Fund Operations for Fiscal Year 2012-13.

Recommendation: Receive and file.

Result of Recommended Action: This report will inform the Council and the Community on the preliminary results of fiscal year ending June 30, 2013.

Staff Report: Donna Silva, Finance Director.

Advances Goals: 6.

ACTION: Discussion item only; no action taken.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Terry requested staff look into home ownership down payment assistance program for employees to buy in the City and partner with other agencies (police, fire, etc.).

Council Member Sander requested pursuing grants for down payment assistance in order to not use general fund money.

18. CITY MANAGER'S REPORT

Chief of Police Rosanne Richeal gave an update on the Police Department.

19. ADJOURNMENT

Mayor Budge adjourned the regular meeting to closed session in the community board room in memory of Cay Nickerson at 9:39 PM.

20. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the Community Board Room at 9:50 PM.

Council Members Present: McGarvey, Budge, Sander, Terry, Skoglund (via phone)

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Peterson, Baenziger

21. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager
Pursuant to Government Code Section 54957

22. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported there was no reportable action from closed session.

23. ADJOURNMENT

Mayor Budge adjourned the meeting at 10:45 PM.

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director
Patty Lohse, Senior Accountant, Finance

SUBJECT: Treasurer's Report – September 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 September 30, 2013. Treasurer's reports are provided to Council on a quarterly basis.

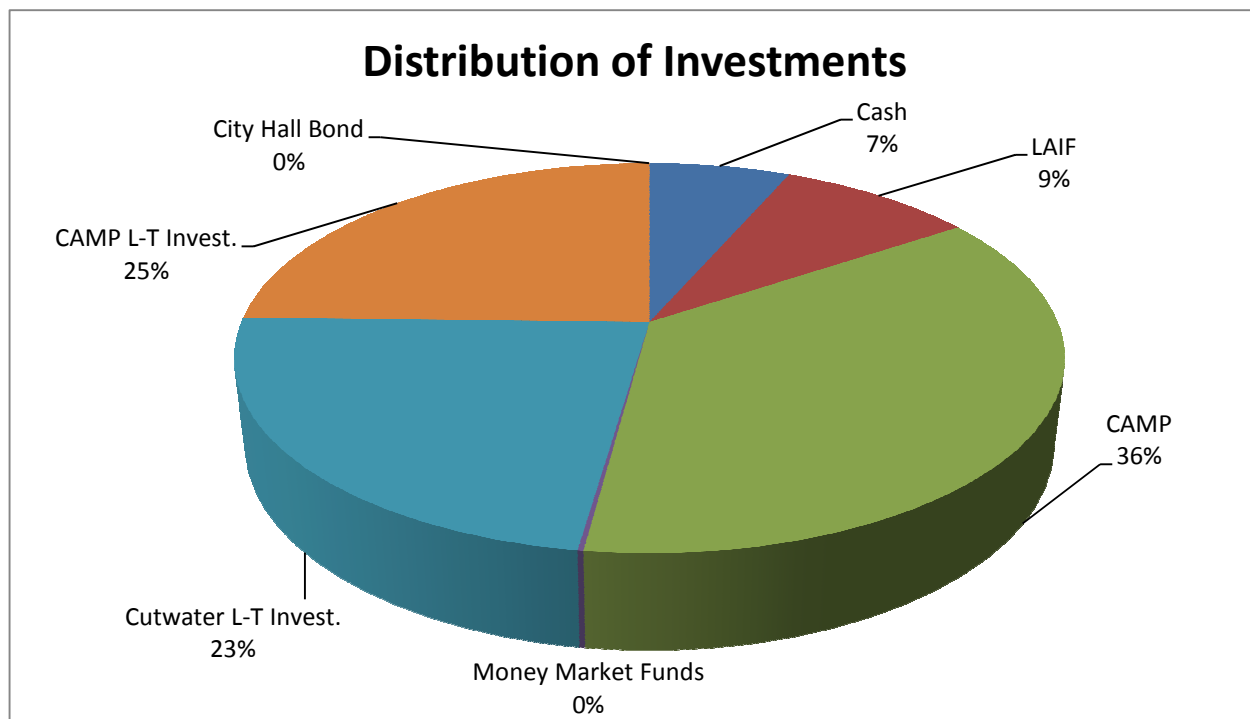
At June 30, 2013 the current value of the City's total portfolio was \$101 million. Since that time, the balances decreased by \$9 million with an ending balance of \$92 million as of September 30, 2013. Of that, the General Fund Cash and Investments balance was \$15 million. Cash and short-term investments decreased by \$5 million and long-term investments decreased by \$4 million. The overall portfolio is well diversified with \$48 million invested in marketable securities. \$38 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). The remainder consists of \$6 million on deposit with our banks and \$5,331 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 September 30, 2013, quarterly interest rates at LAIF increased slightly to .26% from the June 30, 2013 amount of .24% and quarterly rates at CAMP decreased to .21% from the previous period rate of .30%.

The decrease in cash and investment balances, as noted in the above paragraph, is typical for this time of the year. We received our final 11/12 property tax distribution in July. Cash is expected to decline until our next property tax installment is received in January 2014.

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

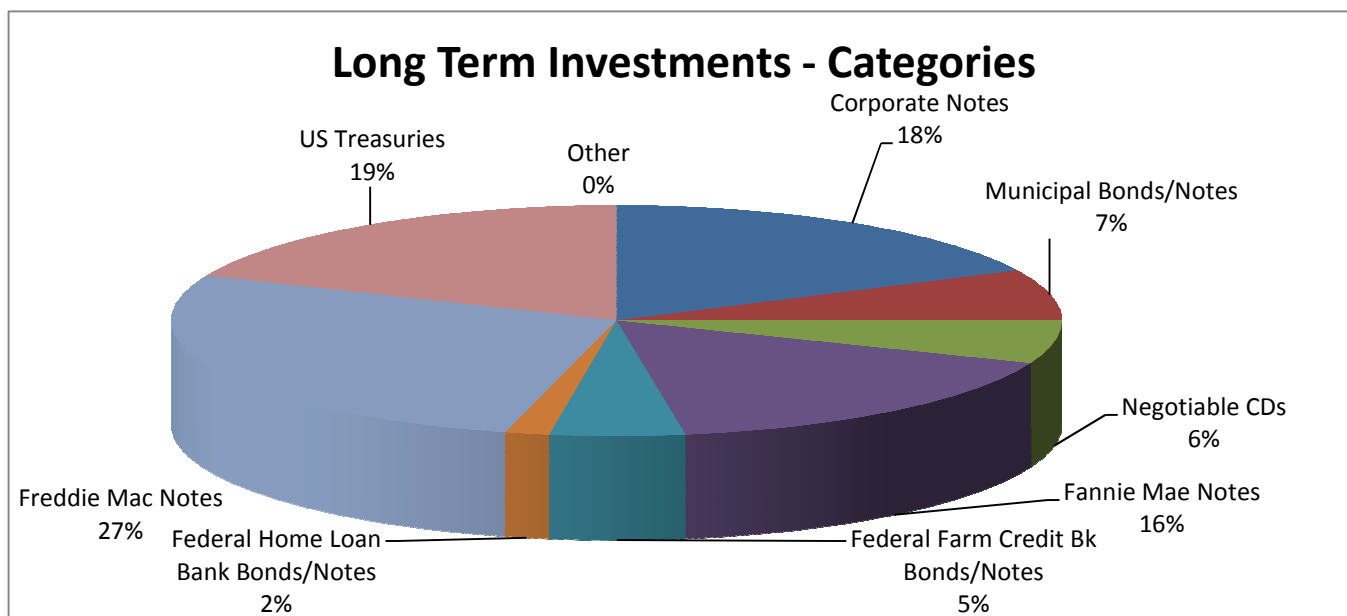
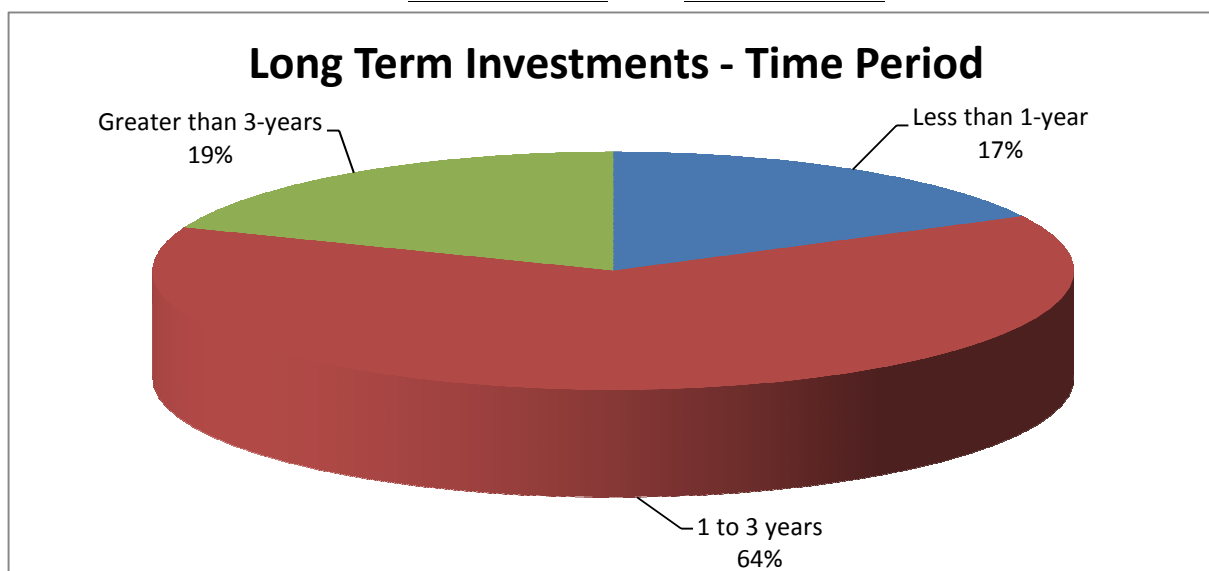
investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

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	\$ 8,325,000	\$ 8,376,186	17.43%
1 to 3 years	30,085,000	30,500,108	63.49%
Greater than 3-years	9,040,000	9,167,870	19.08%
	<u>\$ 47,450,000</u>	<u>\$ 48,044,163</u>	100.00%



ATTACHMENT

Treasurer's Report for September 30, 2013

Rancho Cordova Treasurer's Report September 30, 2013

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	5,561,624	5,561,624	5,561,624	n.a.
Bank of Sacramento	50,300	50,300	50,300	n.a.
	<u>5,611,924</u>	<u>5,611,924</u>	<u>5,611,924</u>	
Local Agency Investment Fund (LAIF)	<u>9,194,767</u>	<u>9,194,767</u>	<u>9,194,767</u>	n.a.
California Asset Management Program (CAMP)	<u>28,798,007</u>	<u>28,798,007</u>	<u>28,798,007</u>	n.a.
Wells Fargo Adv Treasury Plus MMF (MBIA)	<u>275,161</u>	<u>275,161</u>	<u>275,161</u>	n.a.
Long-Term Investments - Cutwater/MBIA:				
ING Funding	1,000,000	999,056	999,882	10/28/2013
Fannie Mae Notes	750,000	762,380	753,957	3/14/2014
Federal Farm Credit Bank Notes	500,000	497,895	505,952	6/2/2014
Freddie Mac Notes	750,000	757,024	755,417	7/30/2014
U.S. Treasury Notes	750,000	753,809	752,519	8/15/2014
Freddie Mac Notes	750,000	759,780	755,466	8/20/2014
Federal Home Loan Bank Notes	750,000	802,605	772,932	12/12/2014
Freddie Mac Notes	1,000,000	1,004,500	1,002,347	3/12/2015
PEFCO	700,000	748,440	747,706	5/15/2015
Federal Farm Credit Bank Notes	725,000	731,869	737,906	7/20/2015
U.S. Treasury Notes	750,000	784,219	769,863	7/31/2015
Federal Farm Credit Bank Notes	1,100,000	1,100,528	1,100,713	8/29/2015
Fannie Mae Notes	750,000	773,408	768,342	10/26/2015
Freddie Mac Notes	1,000,000	1,001,300	1,002,299	1/13/2016
Freddie Mac Notes	4,000,000	3,995,000	4,011,976	3/21/2016
U.S. Treasury Notes	500,000	512,461	512,696	7/31/2016
Freddie Mac Notes	1,750,000	1,752,187	1,752,907	5/9/2017
Berkshire Hathaway	400,000	409,253	403,449	5/15/2017
Fannie Mae Notes	500,000	501,350	496,388	9/20/2017
JP Morgan Chase	400,000	474,708	459,414	1/15/2018
Wells Fargo	400,000	400,124	393,688	1/16/2018
Wal-Mart	400,000	480,332	469,379	2/15/2018
Fannie Mae Notes	2,000,000	2,022,480	1,994,940	3/13/2018
GE Capital	400,000	475,296	459,066	5/1/2008
GE Capital	450,000	519,899	516,449	5/1/2018
Apple Inc.	400,000	396,703	385,385	5/3/2018
Sub-total	<u>22,875,000</u>	<u>23,416,606</u>	<u>23,281,038</u>	

Long-Term Investments -CAMP:	Par Value	Original Cost	Current Value	Maturity Date
CA ST TXBL GO Bonds	750,000	764,085	750,000	10/1/2013
Freddie Mac Global Notes	500,000	504,557	503,644	8/20/2014
Freddie Mac Notes	1,000,000	1,011,290	1,008,064	8/27/2014
U.S. Treasury Notes	575,000	601,234	586,837	8/31/2014
Freddie Mac Notes	500,000	498,942	501,611	9/19/2014
Freddie Mac Global Notes	500,000	501,000	502,837	9/22/2014
Svenska Handelsbanken NY Floating LT CD	625,000	624,905	625,944	10/6/2014
Freddie Mac Global Notes	700,000	704,263	704,553	11/25/2014
U.S. Treasury Notes	500,000	489,863	511,446	11/30/2014
Credit Suisse New York CD (Floating)	600,000	600,000	600,002	1/15/2015
U.S. Treasury Notes	475,000	502,554	488,025	1/31/2015
U.S. Treasury Notes	65,000	68,750	66,986	2/28/2015
U.S. Treasury Notes	440,000	465,455	453,441	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,091,641	2/28/2015
Bank of Nova Scotia Hous Cert Depos	500,000	500,000	500,426	3/6/2015
Skandinaviska Enskilda NT Cert Depos	600,000	600,000	601,578	4/16/2015
Rabobank Nederland NV NY CD	600,000	600,000	597,841	4/29/2015
U.S. Treasury Notes	100,000	102,805	102,645	7/31/2015
U.S. Treasury Notes	250,000	256,543	256,611	7/31/2015
Fannie Mae Notes (Callable)	1,250,000	1,249,875	1,250,230	8/7/2015
Fannie Mae Notes	750,000	770,805	768,342	10/26/2015
U.S. Treasury Notes	500,000	493,145	509,258	10/31/2015
U.S. Treasury Notes	500,000	502,051	509,258	10/31/2015
CA ST TXBL GO Bonds	200,000	200,676	199,954	2/1/2016
GlaxosmithKline Cap Inc Global	400,000	399,716	399,762	3/18/2016
Fannie Mae Global Notes	540,000	539,384	538,679	3/30/2016
Fannie Mae Global Notes	630,000	629,962	628,368	5/13/2016
Toyota Motor Credit Corp	255,000	254,895	254,776	5/17/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	499,030	7/1/2016
Wells Fargo & Co.	360,000	359,654	360,158	7/20/2016
Berkshire Hathaway Fin Global Notes	330,000	329,825	330,429	8/15/2016
CA ST Dept of Water Revenue Bonds	140,000	140,000	139,744	12/1/2016
PA ST T/E GO Bonds	600,000	706,608	685,128	6/1/2017
OR ST TXBL GO Bonds	200,000	200,000	197,110	8/1/2017
Palo Alto USD, CA GO Bonds	550,000	550,000	549,219	8/1/2017
ConocoPhillips (callable) Global Notes	400,000	391,320	388,872	12/15/2017
Freddie Mac Global Notes	650,000	648,284	634,910	3/7/2018
General Elec CAP Corp Global Notes	600,000	601,338	590,633	4/2/2018
U.S. Treasury Notes	350,000	346,814	340,211	4/30/2018
Microsoft Corp Global Notes	145,000	144,909	141,240	5/1/2018
Colgate-Palmolive CO Notes	450,000	447,854	436,350	5/1/2018
Apple Inc Global Notes	265,000	264,022	255,262	5/3/2018
Univ of Cal Txbl Rev Bonds	385,000	385,000	384,307	5/15/2018
Berkshire Hathaway Notes	210,000	209,878	205,005	5/15/2015
Fannie Mae Global Notes	250,000	246,212	242,886	5/21/2018
Fannie Mae Global Notes	500,000.00	495,775.00	485,773.00	5/21/2018
Chevron Corp Global Notes	380,000.00	380,000.00	378,769.00	6/24/2018
Sub-total	24,570,000	24,952,296	24,757,794	

	Par Value	Original Cost	Current Value	Maturity Date
Long-Term Investments - Brandis Tallman				
City Hall COP bond	5,000	5,000	5,331	2/1/2035
Total Portfolio	<u>\$ 91,329,859</u>	<u>\$ 92,253,761</u>	<u>\$ 91,924,022</u>	

CITY OF RANCHO CORDOVA

ORDINANCE NO. 30-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADDING CHAPTER 8.11 TO THE MUNICIPAL CODE, TO BE ENTITLED “KEEPING OF
BACKYARD HENS,” AND AMENDING TITLE 23 OF THE MUNICIPAL CODE TO PROVIDE
FOR CONSISTENT CORRESPONDING LAND USE REGULATIONS**

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

Section 1. Purpose and Declarations.

WHEREAS, residents have expressed a desire to allow for the safe and sanitary keeping of backyard hens within the City to allow for the noncommercial production of eggs; and

WHEREAS, current Municipal Code provisions do not adequately regulate this activity to ensure that it is carried out in a safe, sanitary, humane, and nuisance-free manner; and

WHEREAS, the City Council desires to establish such regulations and has considered substantial community input; and

WHEREAS, the City Council held a properly noticed public hearing on this Ordinance.

Section 2. Amendment of Code. The Rancho Cordova Municipal Code is hereby amended to add Chapter 8.11, titled “Keeping of Backyard Hens,” to Title 8, titled “Animals,” to read as follows:

8.11.010 Purpose.

The purpose of this Chapter is to set forth reasonable requirements to allow for the keeping of backyard hens in appropriate residential areas of the City so that residents may participate in the noncommercial production of eggs in a safe, sanitary, and nuisance-free manner.

8.11.020 Definitions.

A. “Hen” shall mean a female chicken.

B. “Rooster” shall mean a male chicken.

C. “Poultry” shall mean any domesticated fowl, including chickens, turkeys, ducks, geese, and guinea fowl.

D. “Dwelling unit” shall mean any properly permitted attached or detached building or mobile or manufactured home which provides living facilities for one or more persons for living, sleeping, eating, cooking and sanitation.

E. “Coop” shall mean the physical structure in which hens are kept at night. The coop is exclusive of any additional pen or run that may surround the coop.

8.11.030 Exceptions to regulations.

This Chapter shall not apply to any parcel zoned for agricultural, commercial, or industrial uses where the keeping or production of poultry is permitted. This Chapter shall not apply to any parcel zoned RR, RD-1, or RD-2 where the keeping of poultry is permitted.

8.11.040 Requirements for the keeping of backyard hens.

A. It shall be unlawful to keep, possess, or maintain poultry or fowl on any parcel of property located in the City except in accordance with the following regulations:

1. A maximum of six hens may be kept within the backyard or rear yard of a developed residential lot within the RD-3, RD-4, RD-5, RD-6, or RD-7 land use categories with a permit issued pursuant to Section 8.11.050 of this Chapter.

2. No roosters shall be allowed.

3. Hens shall not be kept for commercial purposes.

4. No slaughter of hens or roosters is allowed.

5. All bulk chicken feed must be stored in fully enclosed, rodent-proof containers.

6. All hens must be confined in a coop from sunset to sunrise. Hens may roam free within a fully fenced rear or side yard area during daylight hours.

7. The coop must be located within the rear or side yard of the property, at least five (5) feet from rear or side yard property lines and at least twenty (20) feet from any dwelling unit on an adjacent parcel. The hen coop must not obstruct any required exits from a dwelling unit.

8. Hen coops must meet the following requirements:

- a. Be properly ventilated and have a roof.
- b. Be constructed of adequate strength to protect hens from predators and to prevent hens from escaping.
- c. Be constructed in a manner to ensure that hens are not overcrowded and have ample space for movement.
- d. Provide sufficient shade to prevent overheating.
- e. Be maintained in a clean and sanitary condition and cleaned regularly to prevent buildup of feces, food particles, and offensive odors.

9. Hens shall not produce continuous, excessive noise causing unreasonable disturbance to residents of adjacent properties, pursuant to the standards of Section 6.68.150 of the RCMC.

8.11.050 Issuance of permit.

A. An application for a permit for the keeping of backyard hens must be made on the form provided by the animal services manager and shall include the following minimum information:

1. The number of hens desired;

2. A description of the hen coop, including height and square footage;
3. A description of the planned location of the hen coop;
4. The distance from hen coop to the nearest dwelling unit;
5. A description of the fence surrounding the backyard or rear yard of the property;
6. The signature of the property owner.

B. Upon submission of a completed permit application, the payment of any nonrefundable permit fee set by city council resolution, and a finding by the animal services manager that the proposed keeping of hens complies with the requirements of this Chapter, the animal services manager shall issue a revocable permit. The permit shall be valid for a period of five (5) years from the date of issuance.

C. Permits for the keeping of backyard hens shall be renewable for a five-year term upon the filing and approval of a new application and the payment of any nonrefundable permit fee set by city council resolution.

8.11.060 Enforcement and penalties.

A. The animal services manager and planning director may promulgate regulations pursuant to this article to protect the health, safety, and welfare of the public, to ensure proper and humane treatment of all hens, and to prevent nuisances. Such regulations shall be effective upon approval by city council resolution.

B. Enforcement of this Chapter shall be carried out by the animal services manager and his or her designees, as well as the planning director and his or her designees.

C. Individuals authorized to enforce this Chapter, to the extent authorized by law, may enter, at reasonable times, upon and inspect any premises where hens are kept where such entry is necessary to enforce the provisions of this Chapter. The provisions of Chapter 8.04 of the RCMC shall also apply to this Chapter 8.11.

D. Any violation of this Chapter shall be a public nuisance and subject to the penalties and enforcement as provided in Chapter 16.18 of the RCMC.

E. Upon any violation of this Chapter, the animal services manager may revoke the corresponding permit. The issuance of any future permit may be denied following such revocation.

F. The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any others, and none of these penalties and remedies prevent the City from using any other remedy at law or in equity which may be available to enforce this chapter or to abate a public nuisance.

Section 3. Amendment of Code. The row titled "Animal Keeping, Hens Only," within the category titled "Agriculture, Resource, and Open Space Uses," of Table 23.310-1 (**Exhibit A**), titled "Allowed Uses and Permit Requirements for Residential Zoning Districts," within Chapter 23.310 of the Rancho Cordova Municipal Code, is hereby amended to allow the keeping of "Hens" in the RD-3, RD-4, RD-5, RD-6, and RD-7 land use categories as identified in Table 23.310-1.

Section 4. Amendment of Code. Note No. 6 in Table 23.310-1 (**Exhibit A**), titled "Allowed Uses and Permit Requirements for Residential Zoning Districts," within Chapter 23.310 of the Rancho Cordova Municipal Code, is hereby added to read as follows:

"6. Poultry: Only the keeping of backyard hens shall be allowed with a proper permit and all hens shall be kept and maintained in accordance with the requirements of Chapter 8.11 of the Rancho Cordova Municipal Code."

Section 5. 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 6. 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

2183161.1

Table 23.310-1: Allowed Uses and Permit Requirements for Residential Zoning Districts

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR (UR1 in FBSP)	HDR	RMH	Specific Use Regulations
Residential Uses																		
Adult Day Care Home	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	
Caretaker Housing	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	Section 23.901.020
Dwelling, Multi-Family ⁹	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N	
Dwelling, Second Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 23.901.060
Dwelling, Single-Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	P	
Dwelling, Two-Family	N	N	N	N	N	L ¹	L ¹	L ¹	L ¹	P	P	P	P	P	P	N	N	
Emergency Shelter	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	C	C	
Employee Housing	L	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Family Day Care Home, Small ¹⁰	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Family Day Care Home, Large ¹⁰	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Group Residential	C	C	N	N	N	N	N	N	N	C	P	P	P	P	P	P	N	
Guest House	P	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 23.901.030
Live-Work Facility	N	N	N	N	N	N	AUP	AUP	AUP	P	P	P	P	P	P	P	N	Section 23.901.040
Manufactured Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Mobile Home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	Section 23.901.050
Mobile Home Park	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	Section 23.901.050
Residential Care Home (Small)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	
Residential Care Home (Large) ¹¹	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	
Single Room Occupancy SRO	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	
Transitional Housing ⁸	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Agriculture, Resource, and Open Space Uses																		
Agricultural Tourism	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Husbandry	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR (UR1 in FBSP)	HDR	RMH	Specific Use Regulations
Animal Keeping, Domestic Pets	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	
Animal Keeping, Exotic Animals	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	P ³	
Animal Keeping, Livestock Animals	P ⁴	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Section 23.904.020
Animal Keeping, Poultry	P ⁵	N	P ⁵	P ⁵	N	N	N	N	N	N	N	N	N	N	N	N	N	Section 23.737.040
Animal Keeping, Hens only	N/A	N	N/A	N/A	P ⁶	P ⁶	P ⁶	P ⁶	P ⁶	N	N	N	N	N	N	N	N	Chapter 8.11 RCMC
Crop Production	L	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Section 23.904.020
Equestrian Facility, Commercial ¹²	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Section 23.904.020
Equestrian Facility, Hobby	P	AUP	AUP	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	Section 23.904.020
Kennels, Hobby	P	N	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Recreation, Education, and Public Assembly Uses																		
Cemeteries, Mausoleums	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	

Notes:

- 1) Duplexes/halfplexes are permitted (P) on corner lots by right. On interior lots, a Limited Use Permit (L) is required. In such instances, duplexes/halfplexes are exempt from the density requirements of the zoning district, provided that the overall neighborhood or subdivision has an average density within the allowable range.
- 2) Domestic pets: Keeping of more than four (4) dogs, more than four (4) cats, or any combination of five (5) or more cats and dogs is considered a kennel for the purposes of this Code and not permitted in zones that do not permit a kennel.
- 3) Exotic Animals: No more than five (5) exotic animals are permitted per parcel. All exotic animals shall be kept and maintained in such a way that is consistent with the Odor, Particulate Matter, and Air Contaminant Standards of Section 23.737.040 of this Title.
- 4) Livestock animals: Two (2) livestock animals may be permitted for each half-acre of land.
- 5) All poultry shall be kept and maintained in such a way that is consistent with the Odor, Particulate Matter, and Air Contaminant Standards of Section 23.737.040 of this Title.

6) Only the keeping of backyard hens shall be allowed with a proper permit, and all hens shall be kept and maintained in accordance with the requirements of Chapter 8.11 of the Rancho Cordova Municipal Code.

- 7) Permitted as an accessory use to an otherwise permitted use in the listed district (e.g., community clubhouse).
- 8) Transitional housing shall be treated like similar uses as required by state law (e.g., a single-family home used for transitional housing is subject to same requirements as a typical single-family home, apartment building treated similar to apartment building, etc.).
- 9) Senior independent living facilities are required to meet provisions in Chapter 23.901.070.
- 10) See additional provisions in Section 23.901.080 Family Day Care
- 11) See additional provision in Section 23.901.090 Residential Care Home
- 12) Limited to 25% of building square footage of churches, schools and multi-family developments, larger than 20 units in size.
- 13) All commercial activity, display and storage shall occur within a building or within a screen enclosure.

MEMORANDUM



DATE: November 18, 2013

TO: Honorable Mayor and Council Members

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

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF SPEICAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF RANCHO CORDOVA SUNRIDGE ANATOLIA COMMUNITIY FACILITIES DISTRICT NO. 2003-1, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF AN OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

RECOMMENDATION

Adopt Resolution No. 131-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the execution and delivery of documents for the sale of Series 2013 Bonds for the Sunridge Anatolia Community Facilities District 2003-1.

BACKGROUND

The City formed the Sunridge Anatolia CFD in August 2003 for the purpose of funding certain public infrastructure within the area. The District is located at the south-east corner of Douglas Road and Sunrise Boulevard. The District runs south to Kiefer Boulevard and east to Jaeger Road. At full build-out, the District will include approximately 2,800 single family homes as well as multifamily and commercial uses.

When the District was formed, the City Council authorized a maximum principal amount of not to exceed \$75 Million of bonds to be issued in one or more series. To date, the District has issued three series and refunded one series for a total principal amount counted against the authorization of \$58.77 Million, leaving \$16.23 Million in remaining capacity within the District. The proceeds from these bond issues have been used by the City to acquire completed authorized facilities, which were identified when the district was formed, within Sunridge Anatolia over the last 10 years.

The financing program for the CFD was structured so that future bonds would be issued based on the level of development as well as the projected funding needs of the District. It was expected that the District would issue approximately four series of bonds in amounts that would total less than the not to exceed amount of the District. The Series 2013 Bonds will be the final issuance for this District and are expected to be issued in the approximate par amount of \$11.8

million, generating bond proceeds of \$9.4 million - the difference between the two figures being various cost of issuance, capitalized interest and the debt service reserve fund. The Bonds are secured solely by the Special Taxes levied within the District and are not a debt of the City's general fund.

Unlike prior bond issuances, the Series 2013 bonds will be a subordinate private placement with the developer, AKT Investments. Under this type of issuance, AKT Investment will be purchasing the bonds rather than the bonds being offered to the general public. Once the bonds have been funded, the proceeds will be delivered to the City and can only be used to reimburse the developer (AKT Investment) for authorized facilities constructed within the district and dedicated to the City. Since AKT Investment will be the bond holder, they will also receive annual principal and interest payments until such time as the bonds are refunded and converted to a public issuance, or the bonds are sold by AKT Investment in the private market.

The Subordinate private placement will have a lower priority than the prior public bonds and are repayable only after the public bond payments have been made in full each fiscal year. The City Finance Team believes a similar bond would have been supported in the public market but the developer wanted to capture the future tax revenues from Anatolia IV, an area which is currently undeveloped without a final map. While this request would likely have met the parameters of the additional bonds test, since the undeveloped Anatolia IV would represent approximately 5% of the special tax revenues, the City did not feel it was financially prudent to offer a parity issuance with that amount of risk involved. To both mitigate this risk and receive the maximum bond proceeds possible, the developer requested the City to proceed with a subordinate private placement which they would purchase directly.

In order to retain flexibility to refund the private placement bonds into public bonds in the future, the City has required the private placement to be structured as if it were a public bond with the exception of the payment terms, which has been structured as a single principal and interest payment in October. This change in payment terms ensures the annual debt service requirements on the current bonds are met prior to any payments being made on the subordinate bonds.

Assuming the City Council approves this financing, a preliminary official statement will be finalized in the next week. Assuming that the market remains stable, the City, PFM (the City's Financial Advisor), and Piper Jaffray (the underwriter) will hold a pre-pricing call with AKT Investments to review the bond market conditions and set interest rates, after which bond certificates will be sold. The Finance Director of the City of Rancho Cordova will enter into the Bond Purchase Contract with Piper Jaffray finalizing the bond pricing. After the Bond Issue closes, the proceeds will be delivered to the City.

The financing-related resolution approves the sale of the Series 2013 Bonds in an amount not to exceed \$15 million or result in a true interest cost on the 2013 Bonds greater than seven percent (7%) per annum, Preliminary Official Statement, Supplemental Fiscal Agent Agreement, Supplemental Acquisition Agreement, Bond Purchase Agreement, and other necessary documents in the form on file, and authorizes them to be executed and distributed in connection with the sale of the Bonds.

ATTACHMENTS

1. Resolution No. 131-2013
2. Fiscal Agent Agreement
3. Bond Purchase Agreement
4. Preliminary Official Statement

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 131-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR
AND ON BEHALF OF THE CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1,
APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT
AGREEMENT, APPROVING THE FORM OF AN OFFICIAL STATEMENT,
APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED
DOCUMENTS AND ACTIONS**

RESOLVED, by the City Council of the City of Rancho Cordova (the "City") that:

WHEREAS, the City Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to form the Sunridge Anatolia Community Facilities District No. 2003-1 (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of improvements within the District; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$75,000,000 (the "Authorization") and caused bonds to be issued for the District (i) in the original principal amount of \$23,415,000 on November 5, 2003 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2003 (the "2003 Bonds"), which 2003 Bonds were refunded by bonds issued for the District in the original principal amount of \$23,370,000 on December 19, 2012 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012 (the "2012 Bonds"); (ii) in the original principal amount of \$14,660,000 on December 28, 2005 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2005 (the "2005 Bonds") pursuant to a Supplemental Agreement No. 1 dated as of December 1, 2005; and (iii) in the original principal amount of \$20,695,000 on August 6, 2007 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2007 (the "2007 Bonds" and together with the 2012 Bonds and the 2005 Bonds, the "Senior Lien Bonds"); and

WHEREAS, it is in the public interest and for the benefit of the City, the CFD and the persons responsible for the payment of special taxes that the City issue its Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds (the "2013 Bonds") on a subordinate basis to the Senior Lien Bonds, to provide moneys for the construction and acquisition of improvements within the District authorized to be financed by the special taxes of the District and provided that said issuance would be in accordance with the Act and the Fiscal Agent Agreement described herein, and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") expected to be dated as of November 1, 2013, to provide for the

issuance the 2013 Bonds of the City for the District, and the City Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2013 Bonds; and

WHEREAS, the City proposes to sell the 2013 Bonds to Piper Jaffray & Co. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2013 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

WHEREAS, it appears that each of said documents and instruments which are now before this meeting is in appropriate form and is an appropriate document or instrument to be executed and delivered for the purpose intended; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2013 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Junior Lien Special Tax Bonds Series 2013" in an aggregate principal amount not to exceed \$15,000,000 are hereby authorized to be issued as bonds secured by special taxes of the District on a subordinate basis to the Senior Lien Bonds. The 2013 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

In furtherance of the issuance of the 2013 Bonds, the City Council hereby makes the following findings and determinations: (i) it is prudent in the management and development of the City and the District to issue the 2013 Bonds for the purpose of providing moneys for capital improvements authorized to be financed by the District, (ii) the 2013 Bonds and the District are in compliance with the City's guidelines for issuance of Mello-Roos bonds, and (iii) the value of the real property within the District subject to the special tax to pay debt service on the Senior Lien Bonds and the proposed 2013 Bonds, based upon the current assessed valuation of property in the District, is at least three times the combined principal amount of the Senior Lien Bonds and the proposed 2013 Bonds to be secured by a special tax levied pursuant to the Act on property within the District.

The City Council hereby approves the Fiscal Agent Agreement in the form presented to the City Council at this meeting. The City Manager, the Assistant City Manager, the Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document and upon consultation with Bond Counsel. The proceeds of the 2013 Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The City Council hereby authorizes the execution, delivery and performance by the City of the Fiscal Agent Agreement in the time and manner as an Authorized Officer deems appropriate.

Section 2. The City Council hereby approves the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to execute the Bond Purchase Agreement, for and in the name and on behalf of the City on behalf of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel, provided that no additions or changes shall authorize an aggregate principal amount of 2013 Bonds in excess of \$15,000,000 or result in a true interest cost on the 2013 Bonds greater than seven percent (7%) per annum. The City Council hereby authorizes the delivery and performance by the City of the Bond Purchase Agreement and the Authorized Officers are each hereby authorized to accept the offer of a purchaser for the 2013 Bonds arranged by the Underwriter.

The City Council hereby finds and determines that the sale of the 2013 Bonds at negotiated sale as contemplated by the Private Placement Agreement will result in a lower overall cost than a competitive sale.

Section 3. The City Council hereby approves the Preliminary Official Statement in the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with the City's Bond Counsel. The City Council hereby authorizes and directs the Underwriter to distribute copies of said Preliminary Official Statement to persons who may be interested in the purchase of the 2013 Bonds and to deliver copies of the Official Statement to all actual purchasers of the 2013 Bonds. The City Council hereby authorizes the delivery by the City of the Official Statement.

Section 4. The City hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2013 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

Section 5. The 2013 Bonds, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the 2013 Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the 2013 Bonds, when duly executed and authenticated, to the

Placement Agent in accordance with written instructions executed on behalf of the City by the Mayor and/or one or more of the Authorized Officers, which instructions such officers are each hereby authorized, for and in the name and on behalf of the City, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the 2013 Bonds to the purchaser procured by the Placement Agent and approved by an Authorized Officer, upon payment of the purchase price therefor.

Section 6. All actions heretofore taken by the officers and agents of the City with respect to the establishment of the District and the sale and issuance of the 2013 Bonds are hereby approved, confirmed and ratified, and the proper officers of the City are each hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2013 Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Any document herein approved and executed and delivered by any one of the Authorized Officers shall be a valid and binding agreement of the City.

Section 7. This Resolution shall take effect from and after its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Rancho Cordova, California, at a regularly scheduled meeting thereof, held on the ____ day of _____ 2013, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Jones Hall Draft 11/8/13

FISCAL AGENT AGREEMENT

by and between the

CITY OF RANCHO CORDOVA

and

**U.S. BANK NATIONAL ASSOCIATION
as Fiscal Agent**

Dated as of November 1, 2013

Relating to:

**\$ _____
City of Rancho Cordova
Sunridge Anatolia Community Facilities District No. 2003-1
2013 Junior Lien Special Tax Bonds**

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EXHIBIT A: FORM OF BOND

EXHIBIT B: FORM OF LETTER OF REPRESENTATIONS

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of November 1, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation and general law city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City's Sunridge Anatolia Community Facilities District No. 2003-1 (the "CFD"), and U.S. Bank National Association, a banking corporation duly organized and existing under the laws of the State of California with a corporate trust office located in Seattle, Washington, as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311, et seq. of the California Government Code) (the "Act") and its Resolution No. 42-2003, adopted by the City Council of the City on August 4, 2003; and

WHEREAS, the City Council, as the legislative body with respect to the CFD, is authorized under the Act to levy special taxes to pay for the costs of facilities within the CFD and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$75,000,000 (the "Authorization") and caused bonds to be issued for the District (i) in the original principal amount of \$23,415,000 on November 5, 2003 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2003 (the "2003 Bonds"), which 2003 Bonds were refunded by bonds issued for the District in the original principal amount of \$23,370,000 on December 19, 2012 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012 (the "2012 Bonds"), (ii) in the original principal amount of \$14,660,000 on December 28, 2005 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2005 (the "2005 Bonds") pursuant to a Supplemental Agreement No. 1 dated as of December 1, 2005; and (iii) in the original principal amount of \$20,695,000 on August 6, 2007 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2007 (the "2007 Bonds" and together with the 2012 Bonds and the 2005 Bonds, the "Senior Lien Bonds");

WHEREAS, it is in the public interest and for the benefit of the City, the CFD and the persons responsible for the payment of special taxes that the City issue its Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds (the "Bonds"), secured on a subordinate basis to the Senior Lien Bonds, to provide moneys for the construction and acquisition of capital improvements within the District authorized to be financed by the special taxes of the District and provided that said issuance would be in accordance with the Act and this Agreement, and authorize the execution of this Agreement and the Bonds in connection therewith; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution of Issuance (described herein) and this Agreement, to be legal, valid and binding and limited obligations in

accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the Act (as herein defined) and the Resolution.

Section 1.02. Agreement for Benefit of Owners of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners of the Bonds. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 *et seq.* of the California Government Code.

“Administrative Expenses” means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District.

“Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year.

“Auditor” means the auditor/controller of the County, or such other official at the County who is responsible for preparing property tax bills.

“Authorized Officer” means the City Manager, the Assistant City Manager, the Finance Director, the City Clerk, or any other officer or employee authorized by the City Council of the

City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond or Bonds” means the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

“Bond Fund” means the fund designated the “City of Rancho Cordova, Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds Bond Fund” established and administered under Section 4.04.

“Bond Year” means the one-year period beginning on October 2nd in each year and ending on October 1 in the following year, except that the first Bond Year shall begin on the Closing Date and shall end on October 1, 2014.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its principal corporate trust office are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the Office of the State Finance Director, or any successor agency, board or commission.

“CFD” means the City of Rancho Cordova, Sunridge Anatolia Community Facilities District No. 2003-1 formed under the Resolution of Formation.

“City” means the City of Rancho Cordova, and any successor thereto.

“City Attorney” means the any attorney or firm of attorneys employed by the City in the capacity of city attorney.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale, delivery and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, appraisal costs, filing and recording fees, fees and expenses of counsel to the City, initial fees and charges of the Fiscal Agent including its first annual administration fees and its legal fees and charges, including the allocated costs of in-house attorneys, expenses incurred by the City in connection with the issuance of the Bonds, Bond (underwriter's) discount, legal fees and charges, including bond counsel, and counsel to any financial consultant, financial consultant's fees, charges for execution, authentication, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund designated the “City of Rancho Cordova, Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds Costs of Issuance Fund” established and administered under Section 4.02.

“Council” means the City Council of the City as the legislative body.

“County” means the County of Sacramento, California

“Dated Date” means the dated date of the Bonds, which is the Closing Date.

“Debt Service” means the scheduled amount of interest and amortization of principal payable under Sections 2.02 and 2.03 on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository for book-entry under Section 2.10.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Fair Market Value” means with respect to the Bonds the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest if the return paid by such fund is without regard to the source of the investment.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and (b) any obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Finance Director” means the Finance Director and any other official of the City, or such official's designee, who acts in the capacity as the chief financial officer of the City, including the treasurer, controller or other financial officer.

“Fiscal Agent” means U.S. Bank National Association, the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established pursuant to Section 4.06 hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City or the Finance Director, and who, or each of whom: (i) is judged by the Finance Director to have experience in matters relating to the issuance and/or administration of bonds under the Act; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the CFD, or any real property in the CFD; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Interest Payment Date" means each October 1 of each calendar year, commencing October 1, 2014.

"Letter of Representations" means a letter substantially in the form attached hereto as Exhibit B delivered by each purchaser of the Bonds to the Authority to the effect, among other things, that such purchaser (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Bonds, (b) is acquiring the Bonds for its own account for the purpose of investment and not with a view to the distribution thereof, and (c) has no present intention of selling, negotiating, transferring, or otherwise disposing of the Bonds so purchased.

"Maximum Annual Debt Service" means the largest Annual Debt Service after the calculation is made through the final maturity date of any Outstanding Bonds.

"Moody's" means Moody's Investors Service, Inc., and its successors.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value

(the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than 30 days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Fiscal Agent Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Fiscal Agent Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Fiscal Agent Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Fiscal Agent Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement: or

(xv) any other lawful investment for City funds.

"Principal Office" means such corporate trust office of the Fiscal Agent as may be designated from time to time by written notice from the Fiscal Agent to the City, initially being at the address set forth in Section 9.06, or such other office designated by the Fiscal Agent from time to time.

"Priority Administrative Expenses" means Administrative Expenses in an annual amount equal to, for fiscal year 2013-14, \$85,000, and for each year thereafter that the Bonds are outstanding an amount equal to the Priority Administration Expenses for the previous fiscal year increased by 4%.

"Proceeds" when used with reference to the Bonds, means the face amount of the Bonds, plus any accrued interest and premium, less any original issue discount.

"Project" means all or any portion of those items described as the "Facilities" in the Resolution of Formation.

"Record Date" means the fifteenth day of the calendar month next preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Tax Code.

"Reserve Fund" means the fund designated the "City of Rancho Cordova, Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds Reserve Fund" established and administered under Section 4.03.

"Reserve Requirement" means an amount equal to the least of (i) Maximum Annual Debt Service on the Outstanding Bonds, (ii) 125% of average Annual Debt Service as of the date of issuance of the Bonds (iii) 10% of the initial offering price to the public of the Bonds, or (iv) an amount equal to the following calculation: the least of (a) Maximum Annual Debt Service on the Outstanding Bonds and the Senior Lien Bonds on a combined basis, (b) 125% of average Annual Debt Service as of the date of issuance of the Bonds and the Senior Lien Bonds on a combined basis (c) 10% of the initial offering price of the Bonds and the Senior Lien Bonds on a combined basis, minus the Reserve Requirement (as defined in the Senior Lien Fiscal Agent Agreement) for the Senior Lien Bonds.

"Resolution or Resolution of Issuance" means Resolution No. 2013-____ adopted by the City Council of the City on _____, 2013 which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 42-2003, adopted by the City Council of the City on August 4, 2003, establishing the District for the purpose of providing for the financing of certain public facilities in and for such District.

“S&P” means Standard & Poor’s Ratings Service, a division of McGraw-Hill, and its successors and assigns.

“Securities Depositories” means The Depository Trust Company and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Senior Lien Bonds” means the (i) the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2005; (ii) the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2007, and (iii) City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012, authorized by, and at any time outstanding pursuant to, the Senior Lien Fiscal Agent Agreement, and any refunding bonds issued to refund any of such bonds.

“Senior Lien Fiscal Agent” means U.S. Bank National Association, its successors and assigns, acting as fiscal agent for the Senior Lien Bonds pursuant to the Senior Lien Fiscal Agent Agreement.

“Senior Lien Fiscal Agent Agreement” means the Fiscal Agent Agreement dated as of November 1, 2003, as supplemented, by and between the City and the Senior Lien Fiscal Agent, authorizing the issuance of the Senior Lien Bonds.

“Special Taxes” means the special taxes levied by the City Council within the CFD under the Act, the Ordinance and this Agreement

“Special Tax Fund” means the special fund designated “City of Rancho Cordova, Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Fund” established and administered under the Senior Lien Fiscal Agent Agreement.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said interest, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

“State” means the State of California.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Surplus Special Tax Revenues” means those Special Tax Revenues held in the Surplus Account of the Special Tax Fund pursuant to the Senior Lien Fiscal Agent Agreement, annually remaining after payment of the Senior Lien Bonds as such payments become due and Priority Administrative Expenses, and before disbursement from the Surplus Account for any other purpose.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to

apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of _____ Dollars (\$_____) are hereby authorized to be issued by the City for the CFD under and subject to the terms of the Act, the Resolution, this Agreement and other applicable laws of the State of California.

Section 2.02. Terms of Bonds.

(A) Denominations. The Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of Bonds. The Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers may, at the election of the Original Purchaser of the Bonds, be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities; Interest Rates. The Bonds shall mature and become payable on each October 1, and shall bear interest at the rates per annum indicated in the below table.

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u>	<u>Interest</u> <u>Rate</u>
2014	\$	%
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2033		
2036		
2037		
2038		

2039

(E) Interest. The Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Dated Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which instructions shall continue in effect until revoked in writing, or until such Bonds are transferred to a new Owner. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and, upon request of the City, issue a certificate of destruction of such Bonds to the City.

Section 2.03. Redemption.

(A) (i) Optional Redemption. All of the Bonds are subject to redemption prior to their stated maturities, at the option of the City, from any source of available funds, in whole, or in part among maturities on a pro rata basis among the Bonds and by lot within a maturity, on any date on or after October 1, 2015, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption; provided however, any redemption of Bonds from prepayments of the Special Taxes shall be made only after all Senior Lien Bonds have matured or have been redeemed prior to maturity.

<u>Redemption Dates</u>	<u>Redemption Price</u>
October 1, 2015 through September 30, 2016	102%
October 1, 2016 and thereafter	100

(ii) Mandatory Sinking Fund Redemption. The Bonds maturing October 1, 20__ are subject to mandatory sinking payment redemption in part on October 1, 20__, and on each October 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their

principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (October 1)	Sinking Fund Payment
20__	\$
20__ (maturity)	

The amounts in the foregoing table will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption of the Bonds.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent written notice of its intention to redeem Bonds under subsection (A)(i) not less than sixty (60) days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 2.03(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent.

(i) **Notices.** The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

(ii) **Contents of Notices.** Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

(iii) **Redemption.** Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate; provided, however, that if

Bonds are to be redeemed as a result of the prepayment of Special Taxes, Bonds shall be selected for redemption on a pro-rata basis among maturities.

(iv) **New Bonds.** Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds of such registered Owner.

The City shall have the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

(E) **Effect of Redemption.** From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption. All Bonds redeemed and purchased by the Fiscal Agent under this Section 2.03 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds in accordance with the Fiscal Agent's retention policy then in effect.

Section 2.04. Form of Bonds. The Bonds, the Fiscal Agent's certificate of authentication and the assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution and Authentication of Bonds.

(A) **Execution.** The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and its City Clerk who are in office on the date of execution of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

(B) **Authentication.** Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Each purchaser of the Bonds, including the Original Purchaser, shall be required to execute a Letter of Representations in connection with such purchase.

Section 2.06. Transfer or Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept under the provisions of Section 2.07 by the person in whose name it is registered, in person or by such person's duly authorized

attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. Bonds may be exchanged at the Principal Office of the Fiscal Agent solely for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer or exchange any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount. No transfers or exchanges of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption; or (iii) between a Record Date and the succeeding Interest Payment Date.

Notwithstanding the foregoing, an Owner may transfer the Bonds, but only in whole and not in part, to an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, to a transferee that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations. Any transfer of Bonds that is not made in accordance with this Section 2.06 shall be null and void.

Section 2.07. Bond Register. The Fiscal Agent will keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided. The City and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the City and the Fiscal Agent shall not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond register for any and all purposes.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen.

(A) Mutilated. If any Bond shall become mutilated, at the expense of the Owner of such Bond, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in exchange and substitution for the Bond

so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent, in accordance with the Fiscal Agent's retention policy then in effect.

(B) Destroyed or Stolen. If any Bond shall be lost, destroyed or stolen, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen, at the expense of the Owner, but only following provision by the Owner to the Fiscal Agent of indemnity for the City and the Fiscal Agent satisfactory to the Fiscal Agent. The City may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section and the City and the Fiscal Agent may require payment of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued under this Agreement.

(C) Additional Stock. If the Fiscal Agent has an insufficient stock of unauthenticated printed Bonds for such purpose, it shall communicate with the Finance Director with respect to the printing of an additional stock of Bonds, in such quantities and as otherwise approved in writing by the Finance Director.

Section 2.10. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers of the City and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any Bonds to be redeemed in the event the City elect to redeem the Bonds, in part, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payments to any DTC Participant, any Beneficial Owner, or any person, other than DTC, of any amount with respect to the principal of or interest or premium on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

Except as set forth above, the City and the Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond, for which DTC is acting as Depository for the purpose of payment of the principal or and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent on behalf of the City shall pay all principal of and interest on the Bonds only to or upon the order of the Owners as shown on the Bond Register, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the City and the Fiscal Agent of written notice to the effect the DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.10 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and to the Fiscal Agent during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfer through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and above to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest if the Beneficial Owners of the Bonds that they be able to obtain certified Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the CFD in the aggregate principal amount set forth in Section 2.01 and deliver the Bonds to the Fiscal Agent for authentication and delivery to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance and costs of the Project from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the Bonds to the Original Purchaser. The Fiscal Agent is hereby authorized and directed to authenticate the Bonds and deliver them to the Original Purchaser, upon receipt of the purchase price for the Bonds.

Section 3.02. Pledge of Surplus Special Tax Revenues. The Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Surplus Special Tax Revenues and all moneys deposited in the Bond Fund, Improvement Fund and the Reserve Fund. Until disbursed as provided in the Senior Lien Fiscal Agent Agreement, the Bonds shall be secured by a pledge of all moneys in the Special Tax Fund, but subordinate to the Senior Lien Bonds. The Surplus Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

Section 3.03. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the Surplus Special Tax Revenues and the funds pledged therefore hereunder. Neither the faith and credit of the City nor of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 3.04. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 2.03, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03.

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the acquisition of the Project or upon the performance by any person of his obligation with respect to the Project.

Section 3.06. No Parity Bonds. The City may not issue any bonds secured and payable from the Special Taxes on parity with the Bonds, except bonds issued to refund a portion of the Bonds.

ARTICLE IV

PROCEEDS, FUNDS AND ACCOUNTS

Section 4.01. Application of Proceeds. The Proceeds of the Bonds received from the Original Purchaser in the amount of \$_____ shall be paid to the Fiscal Agent, which shall deposit the Proceeds on the Closing Date as follows:

- (i) \$_____ into the Costs of Issuance Fund;
- (ii) \$_____ into the Reserve Fund equaling the Reserve Requirement; and
- (iii) \$_____ into the Capitalized Interest Account of the Bond Fund; and
- (iv) the balance of the proceeds in the amount of \$_____ into the Improvement Fund;

Section 4.02. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. The Costs of Issuance Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which a deposit shall be made as required by Section 4.01. Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent for the benefit of the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate, containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

(D) Closing of Fund. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 90 days from the Closing Date and then the Fiscal Agent shall transfer any moneys remaining therein, including any investment earnings thereon, to the City for deposit in the Improvement Fund and used for the purposes thereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. The Reserve Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which a deposit shall be made as required by Section 4.01, which deposit, as of the Closing Date, is equal to (or in excess of) the initial Reserve Requirement, and deposits shall be made as provided in Section 4.04(E). Moneys in the Reserve Fund, shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of the principal of, and interest and any premium on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Bond Fund.

(C) Transfer of Excess of Reserve Requirement. Whenever, on or before any Interest Payment Date, or on any other date at the request of the Finance Director, the amount in the Reserve Fund exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the Finance Director of the amount of the excess and shall transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund, to be used to pay interest on the Bonds on the next Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Finance Director, specifying the amount withdrawn.

(D) Transfer for Rebate Purposes. Amounts in the Reserve Fund shall be withdrawn for purposes of making payment to the federal government to comply with Section 5.11, upon receipt by the Fiscal Agent of an Officer's Certificate specifying the amount to be withdrawn and to the effect that such amount is needed for rebate purposes; *provided, however*, that no amounts in the Reserve Fund shall be used for rebate unless the amount in the Reserve Fund following such withdrawal equals the Reserve Requirement.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever on the Business Day prior to any Interest Payment Date, the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon the written request of the Finance Director, transfer any cash or Permitted Investments in the Reserve Fund to the Bond Fund to be applied, on the redemption date to the payment and redemption, in accordance with Section 4.04 or 2.03, as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the Finance Director to be used by the City for any lawful purpose.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund under this Section 4.03(E) until after: (i) the calculation of any amounts due to the federal government under Section 5.11 and withdrawal of any such amount under

Section 4.03(D) for purposes of making such payment to the federal government; and (ii) payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested under Section 6.01.

Section 4.04. Bond Fund.

(A) Establishment of Bond Fund. The Bond Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which deposits shall be made from moneys transferred by the City as required by Section 4.05, and any other amounts required to be deposited therein by this Agreement. Within the Bond Fund, the Fiscal Agent shall establish and maintain a Capitalized Interest Account, to the credit of which deposit shall be made as required by Section 4.01. Moneys in the Bond Fund shall be held by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below.

(B) Disbursements. At least ten (10) Business Days before each Interest Payment Date, the Fiscal Agent shall notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on such Interest Payment Date on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i), provided however, that so long as monies remain in the Capitalized Interest Account of the Bond Fund, the Fiscal Agent shall first withdraw from such Capitalized Interest Account for payment to the Owners of the Bonds the interest then due and payable on the Bonds.

At least five (5) Business Days prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts then on deposit in the Bond Fund are sufficient to pay the debt service due on the Bonds on the next Interest Payment Date. In the event that amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly shall notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent shall withdraw from the Reserve Fund, in accordance with the provisions of Section 4.03, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the second sentence of the first paragraph of this Section 4.04(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds.

(C) Investment. Moneys in the Bond Fund shall be invested under Section 6.01. Interest earnings and profits resulting from such investment shall be retained in the Bond Fund.

(D) Deficiency. If at any time it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay Debt Service on the Bonds in a timely manner, the Fiscal Agent shall report to the Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

(E) Excess. Any excess moneys remaining in the Bond Fund following the payment of Debt Service on the Bonds, shall be transferred to the Reserve Fund in an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement; and any balance shall be transferred to the Finance Director for deposit in the Special Tax Fund.

Section 4.05. Special Tax Fund. The Special Tax Fund is established and shall be administered pursuant to the Senior Lien Fiscal Agent Agreement. Moneys in the Special Tax Fund shall be held by the Finance Director for the benefit of the City and the Owners of the Bonds, and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds subordinate to the lien of the Senior Lien Bonds.

No later than ten (10) Business Days prior to each Interest Payment Date, the City shall withdraw from the Surplus Account of the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund an amount such that the amount then on deposit therein is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund such that the amount in the Bond Fund equals the principal, including any mandatory sinking fund payments, premium, if any, and interest due on the Bonds on the next Interest Payment Date.

Section 4.06. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the City, the Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2013 Improvement Fund to the credit of which a deposit shall be made as required by Section 4.01(iii). Moneys in the Improvement Fund shall be held by the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made as determined appropriate by the Finance Director for the payment or reimbursement of the costs of the Project, including for costs of acquisition of any part of the Project, and may include disbursement for authorized Administrative Expenses of the City.

(C) Investment. Moneys in the Improvement Fund may be invested and deposited in any lawful investment of the City. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon completion of the Project to be financed from the Bonds, the Finance Director shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.04, and the Improvement Fund shall be closed.

ARTICLE V

COVENANTS

Section 5.01. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

(A) **Levy.** The Finance Director shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within the CFD for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(B) **Computation.** The Finance Director shall fix and levy the amount of Special Taxes within the CFD required for the payment of principal of and interest on any outstanding Senior Lien Bonds and Bonds of the CFD becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund for the Senior Lien Bonds and Bonds and an amount estimated to be sufficient to pay the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year, taking into account the balances in such funds and in the Special Tax Fund. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

(C) **Collection.** The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installments as the general taxes on real property are payable, or by direct billing of the property owner, and, in either case, have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 5.02. Covenant to Foreclose. Under the Act, the City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Sacramento relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than five percent (5%) of the total amount of the Special Tax levied in such Fiscal Year, it will within thirty (30) days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) that property owned by any single

property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District) then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Treasurer or Finance Director shall notify the City Attorney of any such delinquency of which it is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

Notwithstanding the foregoing, the City's obligation to pursue foreclosure shall be at the option of the City so long as (i) the County's "Teeter Plan" is in effect with respect to the delinquent parcel meeting the conditions above, and (ii) there is no then-outstanding draw on the Reserve Fund. In the event that either of these conditions is not met, the City shall be obligated to pursue foreclosure as set forth above.

Section 5.03. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.04. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.05. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, or their Owners, except as permitted by this Agreement.

Section 5.06. Books and Records.

(A) City. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of the Special Tax Revenues and all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

(B) Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it relating to the expenditure of amounts disbursed from the funds, and, if any, accounts in such funds held by the Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then

Outstanding, or their representatives duly authorized in writing upon reasonable prior notice.

Section 5.07. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.08. Further Assurances. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.09. Private Activity Bond Limitations. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

Section 5.10. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

Section 5.11. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. The Finance Director shall take note of any investment of monies hereunder in excess of the yield on the Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.11. If necessary to satisfy its obligations under this Section 5.11, the City may use earnings on the Reserve Fund if the amount on deposit in the Reserve Fund, following the proposed transfer, is equal to the Reserve Requirement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Tax Code.

Section 5.13. Yield of the Bonds. In determining the yield of the Bonds to comply with Sections 5.11 and 5.12, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the Bonds, without regard to whether or not prepayments are received or Bonds redeemed.

Section 5.14. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the Bonds.

ARTICLE VI**INVESTMENTS; LIABILITY OF THE CITY****Section 6.01. Deposit and Investment of Moneys in Funds.**

(A) General. Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent or the Finance Director, respectively, shall be invested by the Fiscal Agent or the Finance Director, respectively, in Permitted Investments, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in Section (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder to the extent reasonably practicable, and if such investments can not be made shall hold such funds uninvested. The Finance Director shall make note of any investment of funds hereunder in excess of the yield on the Bonds so that appropriate actions can be taken to assure compliance with Section 5.11.

(B) Moneys in Funds. Moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any Permitted Investment. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the City to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

(C) Actions of Officials The Fiscal Agent and its affiliates or the Finance Director may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Finance Director shall incur any liability for losses arising from any investments made pursuant to this Section. The Fiscal Agent shall not be required to determine the legality of any investments.

(D) Valuation of Investments. Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the subaccounts within the Reserve Fund shall be valued by the City at their present value (within the meaning of section 148 of the Tax Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Tax Code or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

(E) Commingled Money. Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance

Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

(F) Confirmations Waiver. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

(G) Sale of Investments. The Fiscal Agent or the Finance Director, as applicable, shall sell at Fair Market Value, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

(H) Unavoidable Delays. The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

(I) Facsimile Transmissions. The Fiscal Agent agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Fiscal Agent Agreement provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Fiscal Agent shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (iii) the Fiscal Agent shall have received a current incumbency certificate containing the specimen signature of such designated person.

Section 6.02. Liability of City.

(A) General. The City shall not incur any responsibility whatsoever in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly stated herein or in the Bonds. The City shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(B) Reliance. In the absence of bad faith, the City, including any of its officers, employees, agents or attorneys, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City by the Fiscal Agent or an Independent Financial Consultant and conforming to the requirements of this Agreement. The City, including any of its officers, employees, agents or attorneys, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was grossly negligent in ascertaining the pertinent facts. The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith; provided, however, that the City's reliance on such opinion shall not give rise to any claim or cause of action by any party other than City.

(C) No General Liability. No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers.

(D) Owner of Bonds. The City shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Section 6.03. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. The Fiscal Agent.

(A) Appointment. The Fiscal Agent is hereby appointed as the fiscal, authentication, paying and transfer agent hereunder for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Fiscal Agent.

(B) Merger. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01 shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Finance Director written notice of any such succession hereunder.

(C) Removal. Upon 30 days written notice, the City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(D) Resignation. The Fiscal Agent may at any time resign by giving written notice to the City by certified mail return receipt requested, and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

(E) No Successor. If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

(F) Court Order. If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Finance Director of the City in trust for the benefit of the Owners. The City covenants for the direct benefit of the Owners that its Finance Director in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Bonds.

Section 7.02. Liability of Fiscal Agent.

(A) General. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent.

(B) Reliance. The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, documents, written instructions or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates, documents, written instructions or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, requisition, facsimile transmission, electronic mail or other paper or document which it shall reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

(C) No Duty to Inquire. The Fiscal Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the City or the CFD herein or of any of the documents executed by the City or the CFD in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(D) Errors in Judgment. The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer of the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

(E) No Expenditures. No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(F) No Action. The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners under this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(G) Owner of Bonds. The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Fiscal Agent, including the value of any investments held by the Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and, the Cost of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the City, and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, requisition, Officer's Certificate, facsimile transmission, electronic mail resolution, request, consent, order, certificate, written instructions, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by an Officer's Certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

ARTICLE VIII

MODIFICATION OR AMENDMENT

Section 8.01. Amendments Permitted.

(A) With Consent. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except to refund a portion of the Bonds or as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof.

(B) Without Consent. This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) (a) to add to the covenants and agreements of the City herein, other covenants and agreements thereafter to be observed; or (b) to limit or surrender any right or power herein reserved to or conferred upon the City.

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exclusion from gross income for federal income tax purposes of interest on the Bonds; or

(v) to refund a portion of the Bonds.

(C) Fiscal Agent's Consent. Any amendment of this Agreement may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion and shall be absolutely protected in so relying.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section 8.03. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent, at the expense of the City), to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section 8.03 provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section 8.03 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section 8.03 provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section 8.03 for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section 8.03 (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective under this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and

obligations under this Agreement of the City, the Fiscal Agent and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor and Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City, or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all Bonds Outstanding in any one or more of the following ways:

(A) by paying or causing to be paid the principal of, and interest and any premium on, all Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in the Bond Fund and the Reserve Fund hereof is fully sufficient to pay all Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and/or Federal Securities in such amount as the City shall determine, as confirmed by Bond Counsel or an independent certified public accountant, will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in the Bond Fund and the Reserve Fund (to the extent invested in Federal Securities), be fully sufficient to pay and discharge the indebtedness on all Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to all Bonds Outstanding shall cease and terminate, except only the obligations of the City under Section 5.12 and of the City to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Fiscal Agent Agreement shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection therewith.

Any funds thereafter held by the Fiscal Agent upon payment of all fees and expenses of the Fiscal Agent which remain unclaimed for two (2) years after the principal of all Bonds has

become due and payable, shall be paid over to the City as provided in Section 9.08 and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for payment of such Bonds.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration, consent or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, consent or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent under Section 2.07.

Any request, declaration, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: Assistant City Manager
Fax: (916) 851-8787

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank National Association
 420 Fifth Avenue, 7th Floor Mail Stop PD-WA-T7CT
 Seattle, Washington 98101
 Attention: Corporate Trust Administration
 Fax: (206) 344-4630

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds. Any right of any Owner to look to the City for such payment shall survive only so long as required under applicable law.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued under this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds, or the date fixed for redemption of any Bonds, or the date any action is to be taken under this Agreement, is other than a Business Day, the payment of interest or principal (and premium, if any) or the action shall be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. State Reporting Requirements. In addition to Section 5.15, the following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Finance Director shall cause the following information to be supplied to CDIAC: (i) the principal amount of the Bonds Outstanding; (ii) the balance in the Reserve Fund and any amounts of capitalized interest in the

Bond Fund; (iii) the number of parcels in the CFD which are delinquent in the payment of Special Taxes, the amount of each delinquency, the length of time delinquent and when foreclosure was commenced for each delinquent parcel; (iv) the balance in the Refunding Fund; and (v) the assessed value of all parcels in the CFD subject to the levy of the Special Taxes as shown in most recent equalized roll. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. The Finance Director shall notify CDIAC and the Original Purchaser of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Amendment. The reporting requirements of this Section 9.13 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act.

(D) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 9.13.

The Financial Director shall provide copies of any such reports to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director. The term "Bondowner" for purposes of this Section 9.13 shall include any beneficial owner of the Bonds as described in Section 2.13.

Section 9.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

* * * * *

IN WITNESS WHEREOF The City and the Fiscal Agent have caused this Agreement to be executed as of November 1, 2013.

CITY OF RANCHO CORDOVA,
for and on behalf of
SUNRIDGE ANATOLIA COMMUNITY FACILITIES
DISTRICT NO. 2003-1

By: _____
Assistant City Manager

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

No. ____

\$_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CITY OF RANCHO CORDOVA
Community Facilities CFD No. 2004-1
2013 Junior Lien Special Tax Bonds

INTEREST RATE**MATURITY DATE****DATED DATE**

_____%

October 1, _____

_____, 2013

REGISTERED OWNER:

PRINCIPAL AMOUNT:

*****DOLLARS

The City of Rancho Cordova (the "City") for and on behalf of the City's Sunridge Anatolia Community Facilities District No. 2003-1 (the "CFD"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the CFD or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from Dated Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for (unless this Bond is authenticated on or before an Interest Payment Date (as hereinafter defined) and after the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to _____, in which event it shall bear interest from the Dated Date identified above, payable annually on each October 1, commencing _____ (each an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of \$_____ approved by resolution of the City Council of the City on _____, 2013 (the "Resolution"), under the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et seq.*, of the California Government Code (the "Act") for the purpose funding certain facilities for the CFD, and is one of the series of bonds designated "City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of November 1, 2013, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Act to be collected within the CFD (the "Special Tax") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

The Bonds are subject to redemption prior to their stated maturities, at the option of the City, from any source of available funds, in whole, or in part among maturities on a pro rata basis among the Bonds and by lot within a maturity, on any date, in an amount equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium; provided however, any redemption of Bonds from prepayments of the Special Taxes shall be made only after all Senior Lien Bonds (as defined in the Fiscal Agent Agreement) have matured or have been redeemed and paid in full.

[insert mandatory redemption, if applicable]

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require

the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, City of Rancho Cordova has caused this Bond to be to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signature of the City Clerk with the seal of the City imprinted hereon.

[S E A L]

City Clerk

Mayor

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the Agreement which has been authenticated on _____, 2013.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

NOTICE: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B**FORM OF LETTER OF REPRESENTATIONS**

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

The undersigned, _____ [name of purchaser] (the "Purchaser"), hereby certifies, represents, and warrants to the City of Rancho Cordova (the "City") as follows:

(i) The Purchaser has purchased on the date hereof the above-referenced bonds (the "Bonds"), the outstanding principal amount of which is \$_____, issued pursuant to the Fiscal Agent Agreement dated as of _____ 1, 2013 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as Fiscal Agent.

(ii) The Bonds are being acquired by the Purchaser for its own account and for investment purposes only and not with a view to any resale or distribution thereof, in whole or in part, to others. The Purchaser understands that it may not transfer or assign its interest in the Bonds except in accordance with the terms and conditions set forth in the Fiscal Agent Agreement. The Purchaser is not participating, directly or indirectly, in a distribution of the Bonds and will not take, or cause to be taken, any action that would cause the Purchaser to be deemed an "underwriter" of such Bonds as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act"). The Purchaser understands that the City has no obligation to register the Bonds for resale under the Securities Act. The Purchaser further understands that the Bonds are being sold in a transaction that is exempt from the registration requirements of the Securities Act and that the Bonds must be held by the Purchaser and may not be resold unless they are subsequently registered under the Securities Act, unless an exemption from such registration is available.

(iii) The Purchaser has received and carefully read all information and other items of disclosure relating to the City, the Sunridge Anatolia Community Facilities District and the Bonds that the Purchaser has deemed material (the "Disclosure Items") and, in connection therewith, has had access to all other materials, books, records, documents, and information relating to the Authority, the City, and the Bonds, and has been able to verify the accuracy of, and supplement, the information contained therein.

(iv) The Purchaser has had an opportunity to ask questions of, and receive satisfactory answers from, duly designated representatives of the City, and Piper Jaffray & Co. (the "Placement Agent") concerning the terms and conditions pursuant to which the offer to purchase the Bonds is being made, and any request for such information has been fully complied with to the extent the City or the Placement Agent possesses such information or can acquire it without unreasonable effort or expense.

(v) The Purchaser is an investor who directly, or together with its purchaser representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Bonds based upon (i) the information (including the information set forth in the Disclosure Items) furnished to it by the City or the Placement Agent; (ii) its or such representative's personal knowledge of the business and

affairs of the City or the Placement Agent; (iii) the records, files, and plans of the City, to all of which it or such representative has had full access; (iv) such additional information as it or such representative may have requested and have received from the City or the Placement Agent; and (v) the independent inquiries and investigations undertaken by it or such representative.

(vi) The Purchaser represents that it can bear the economic risk of loss of its entire investment; it has adequate means for providing for its current needs and personal contingencies; and it has no need for liquidity with respect to its investment in the Bonds.

(vii) The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to its net worth, and its purchase of the Bonds will not cause such overall commitment to become excessive.

(viii) The Purchaser certifies that it is an "accredited investor" within the meaning of Regulation D under the Securities Act and applicable state securities laws.

(ix) No person has given any information or made any representation not contained in any Disclosure Items referred to above or otherwise provided to the Purchaser in writing by a person employed or authorized in writing by the Authority, the City, or the Placement Agent. The Purchaser understands and agrees that any information or representation not contained therein must not, and will not, be relied upon and that nothing contained therein should be construed as legal or tax advice to the Purchaser.

(x) No person has made any direct or indirect representation or warranty of any kind to the Purchaser with respect to the economic return which may accrue to the Purchaser. The Purchaser has consulted with its own tax counsel and other advisors with respect to an investment in the Bonds.

(xi) The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed, and delivered by the Purchaser.

DATED: _____

[PURCHASER]

By: _____
Name: _____
Title: _____

Jones Hall Draft 10/21/13

\$ _____
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BONDS

BOND PURCHASE AGREEMENT

_____, 2013

City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

Ladies and Gentlemen:

The undersigned Piper Jaffray & Co. (the "Underwriter") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Rancho Cordova (the "City") on behalf of Community Facilities District No. 2003-1 (the "District"), which upon acceptance will be binding upon the Underwriter, the City and the District. The agreement of the Underwriter to purchase the above-captioned bond (the "Bonds") is contingent upon the City satisfying all the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by executing this Purchase Agreement and delivering it to the Underwriter, prior to 11:59 p.m., California time, on the date hereof. , The Underwriter may withdraw the offer by notifying the City in writing at any time prior to acceptance. All capitalized terms used, but not defined, herein have the meanings assigned to them in the Fiscal Agent Agreement (as hereinafter defined).

Proceeds of the Bonds will be used primarily to fund infrastructure improvements within the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$_____ aggregate principal amount of the Bonds, dated as of their date of delivery, bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be \$_____ (representing the principal of amount of the Bonds, less an underwriter's discount of \$_____). The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions

of, and shall be payable from the Special Taxes as provided in the Fiscal Agent Agreement, dated as of November 1, 2013 (the "Fiscal Agent Agreement"), between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), the Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the California Government Code (the "Mello-Roos Act") and the Resolution adopted by the City Council of the City on November ____, 2013 (the "Resolution of Issuance"), which resolution, among other matters, authorized the issuance of the Bonds. The net proceeds of the Bonds will be used primarily to finance the cost of infrastructure improvements necessary for development within the District.

The Bonds will be issued and secured on a subordinate basis to the aggregate outstanding amount of special tax bonds issued by the City for the District in 2005, 2007 and 2012 (together, the "Senior Lien Bonds"), as described in the Fiscal Agent Agreement.

The Underwriter agrees to make a bona fide initial offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Sale of the Bonds by the Underwriter shall only be to not in excess of 35 buyers, all of whom shall be an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, to a transferee that such Owner reasonably believes is purchasing the Bonds for its own account and each buyer shall provide a Letter of Representations (as described in the Fiscal Agent Agreement).

The City acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City herein is incorrect in any material respect.

The City, on behalf of itself and the District, acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and exchange commission (the "SEC") or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under rule G-17 of the MSRB.

(b) The Preliminary Official Statement, dated _____, 2013 relating to the Bonds, together with all appendices thereto, is herein called the "Preliminary Official Statement." The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and

authorizes the Underwriter to use and distribute the Preliminary Official Statement, the Official Statement (as defined below), the Fiscal Agent Agreement, the Resolution of Issuance and this Purchase Agreement, and all information contained therein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The term "Official Statement" means the Preliminary Official Statement, as modified with the prior approval of the Underwriter and the City, for use by the Underwriter in connection with the sale of the Bonds.

(c) Subject to preparation of the Official Statement, the City shall deliver or cause to be delivered to the Underwriter promptly after acceptance hereof copies of the Official Statement. The City shall deliver any amount of copies of the Official Statement as are requested by the Underwriter in order to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City shall deliver these copies to the Underwriter within seven business days after the execution of this Purchase Agreement and thereafter for such period of time ending on a date referred to herein as the "End Date", which date is the earlier of: (1) 90 days after the end of the underwriting period (as defined in Rule 15c2-12); or (2) the time when the Official Statement becomes available from Municipal Securities Rulemaking Board's Electronic Municipal Market Access, but in no event less than 25 days after the underwriting period (as defined in Rule 15c2-2) ends.

(d) At 8:00 o'clock A.M., Pacific Time, on _____, 2013, or at such other time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver to the Underwriter, through the facilities of The Depository Trust Company, New York, New York, the Bonds in book-entry form (all Bonds having had the CUSIP numbers assigned to them thereon), duly executed by the officers of the City, on behalf of the District, as provided in the Fiscal Agent Agreement, and the other documents herein mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this section in immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter, or its designee, not later than the last business day before the Closing Date for purposes of inspection and packaging. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Fiscal Agent in the name of Cede & Co., as the nominee of The Depository Trust Company.

2. Representations, Warranties and Agreements of the City. The City hereby represents and warrants to and agrees with the Underwriter that:

(a) The City is a duly organized and validly existing public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California.

(b) The governing body of the City has duly authorized the formation of the District. The City Council, in its capacity as the legislative body for the District, has adopted an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance"), and has caused to be recorded in the real property records of the County of Sacramento a Notice of Special Tax Lien (the "Notice of Special Tax Lien") with respect to the District. the Special Tax Ordinance remains in full force and effect as of the date hereof and has not been otherwise amended.

(c) The governing body of the City has duly and validly adopted the Resolution of Issuance and has duly authorized and approved the delivery and use of the Preliminary Official Statement, which it hereby deems near final as of its date, the execution, delivery and use of the Official Statement, the execution and delivery of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Agreement (as defined in the Preliminary Official Statement) and the performance by the City of its obligations contained therein, and the taking of any and all action on its part as may be necessary to carry out, give effect to and consummate the transactions on the part of the City contemplated by each of said documents, and the Fiscal Agent Agreement and this Purchase Agreement (assuming duccrowe authorization, execution and delivery by the other parties thereto, where necessary) will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) At the Closing Date, the City will have full legal right, power and authority to (i) execute, deliver and perform its obligations under this Purchase Agreement and to carry out all other transactions on its part contemplated hereby, (ii) issue, sell and deliver the Bonds to the Underwriter pursuant to the Fiscal Agent Agreement as provided herein, and (iii) carry out, give effect to and consummate the transactions on its part contemplated by the Resolution of Issuance, the Fiscal Agent Agreement and this Purchase Agreement.

(e) The Special Tax constituting the security for the Bonds (i) has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and (ii) such Special Tax, when levied in accordance with the Rate and Method of Apportionment, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California.

(f) The City is, and at the Closing Date will be, in compliance, in all respects, with its obligations under the Resolution of Issuance, Fiscal Agent Agreement, the Mello-Roos Act and this Purchase Agreement.

(g) The City is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Resolution of Issuance, the Bonds, the Fiscal Agent Agreement or this Purchase Agreement.

(h) The adoption by the governing body of the City of the Resolution of Issuance, and the execution and delivery by the City of the Fiscal Agent Agreement, the Bonds or this Purchase Agreement, and compliance by the City with the provisions hereof and thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or

administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Resolution of Issuance, the Bonds, the Fiscal Agent Agreement and this Purchase Agreement.

(i) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Resolution of Issuance, the Bonds or the Fiscal Agent Agreement have been obtained and are in full force and effect; provided that no representation is made as to any necessary "blue sky" filings.

(j) The Bonds and the Fiscal Agent Agreement conform as to form and tenor to the descriptions thereof contained in the Official Statement and when delivered to and paid for by the Underwriter on the Closing Date as provided herein the Bonds will be validly issued and outstanding and entitled to all the benefits of the Fiscal Agent Agreement and the Resolution of Issuance.

(k) The City has deemed the Preliminary Official Statement to be near final as of the date of the Preliminary Official Statement, as required by Rule 15c2-12. As of the date thereof and at all times up to the Closing Date, the information contained in the Preliminary Official Statement and Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) If between the date of this Purchase Agreement and the End Date an event occurs, of which the City has knowledge, which might or would cause the information relating to the City, the District or the City's functions, duties and responsibilities contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the City will notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Underwriter, provided all expenses thereby incurred for such publication will be paid for by the City.

(m) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the knowledge of the officers of the City executing this Purchase Agreement, is threatened in any way, affecting the existence of the City or the District or the titles of the City's officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement or the collection or application of the Special Tax or the proceeds thereof pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its

authority with respect to the Bonds, the Fiscal Agent Agreement, the Resolution of Issuance, this Purchase Agreement or any action of the City contemplated by any of said documents, or which would adversely affect the exemption of interest paid on the Bonds from federal income taxation or California personal income taxation, and to the knowledge of the officer of the City executing this Purchase Agreement there is no basis therefor.

(n) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or consent to service of process or register as a foreign corporation in any such state or jurisdiction.

(o) Any certificate signed by any authorized official of the City authorized to do so and delivered by the City to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(p) The City is not in default, and it has not been in default at any time, as to the payment of principal or interest with respect to an obligation of the City or with respect to an obligation guaranteed by the City as guarantor or successor of a guarantor, which default has or could have a material adverse affect on the ability of the City to comply with its obligations under this Purchase Agreement, the Bonds or the Fiscal Agent Agreement.

(q) The City has not been notified by any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(r) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Fiscal Agent Agreement or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(s) Between the date hereof and the Closing, the City will not have issued, without the prior written consent of the Underwriter, any bonds, notes or other obligations for borrowed money for the District except for such borrowings as may be described in or contemplated by the Official Statement.

(t) If required by Rule 15c2-12, the City will enter into a written agreement or contract, constituting an undertaking, to provide ongoing disclosure about the District for the benefit of the Bondholders on or before the Closing Date as required by Section (b)(5)(i) of Rule 15c2-12.

(u) Based on a review of its prior undertakings with respect to Rule 15c2-12, the City has not failed in any material respect to comply with any undertaking of the Issuer under the Rule in the previous five years, except as disclosed in the Preliminary Official Statement.

(v) The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any

resolutions of its legislative body with respect to the Bonds and other documents relating to the Bonds and pertaining to the City adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and other persons and entities made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions (any of which may be waived by the Underwriter):

(a) At the Closing Date, the Resolution of Issuance and the Fiscal Agent Agreement shall be in full force and effect according to their terms, and shall not have been otherwise amended, modified or supplemented after the date hereof, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, such actions as, in the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel for the City ("**Bond Counsel**"), shall be necessary and appropriate in order for Bond Counsel to render its approving opinion, as contemplated in Section 3(c)(2) hereof;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation shall have been enacted by the United States or the State of California or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation or a temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or California taxation upon interest received on obligations of the general character of the Bonds, which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds;

(2) the occurrence of any outbreak of hostilities or other national or international calamity or crisis, or the escalation of an existing national or international calamity or crisis, the effect of such outbreak, calamity or crises on the financial markets of the United States being such as would make it impracticable, in the reasonable opinion of the Underwriter, for the Underwriter to sell the Bonds;

(3) a general suspension of trading on the New York Stock Exchange or other minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or any other exchange, whether by virtue of a determination by the New

York Stock Exchange or such other exchange or by orders of the Securities and Exchange Commission or any other governmental authority;

(4) declaration of a general banking moratorium shall have been declared by either Federal, California or New York authorities having jurisdiction and be in force;

(5) establishment of any new restrictions in securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the charge to the net capital requirements of the Underwriter established by the New York Stock Exchange, the Securities and Exchange Commission, any other Federal or state agency or the Congress of the United States, or by Executive Order;

(6) the occurrence of an adverse event in the affairs of the City that, in the opinion of the Underwriter, materially impairs the investment quality of the Bonds;

(7) legislation enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(8) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income or securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City, to issue the Bonds and levy the Special Tax as contemplated by the Resolution of Issuance, the Fiscal Agent Agreement and the Official Statement;

(9) the withdrawal or downgrading of any rating of the City's outstanding obligations by a national rating agency (other than due to the downgrade of the provider of any credit enhancements for such obligations); or

(10) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) On or prior to the Closing Date, the Underwriter shall have received counterpart originals, or certified copies, of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) One counterpart original or copy certified by a duly authorized officer of the City of a complete transcript of all proceedings of the City relating to the approval of the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Agreement, the Preliminary Official Statement, and the Official Statement and the authorization, issuance, sale and delivery of the Bonds, together with a certificate dated as of the Closing Date of a duly authorized officer of the City to the effect that each included resolution and the Fiscal Agent Agreement is a true, correct and complete copy of the one duly adopted by the City Council of the City and that none have been amended, modified or rescinded since adoption (except as reflected in said transcript or as may have been agreed to in writing by the Underwriter) and is in full force and effect as of the Closing Date;

(2) An approving opinion, dated the Closing Date and addressed to the City, of Bond Counsel in form and substance as attached as APPENDIX D to the Official Statement;

(3) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City for and on behalf of the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law);

(ii) The statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS" and "TAX MATTERS", insofar as such statements expressly summarize certain provisions of the Fiscal Agent Agreement, the resolutions of the City with respect to the Bonds, and the opinions of such counsel concerning certain federal and state tax matters relating to the Bonds, present fair and accurate summaries thereof; and

(iii) The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(4) A letter of Jones Hall, A Professional Law Corporation, as Disclosure Counsel for the City, addressed to the City and the Underwriter, substantially to the effect that, based upon its participation in the preparation of the Official Statement as disclosure counsel and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information included in Appendices thereto, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(5) an opinion of the City Attorney, dated the date of Closing and addressed to the City, the Fiscal Agent and the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that:

(A) the City is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California;

(B) the District is duly organized and validly existing under the Constitution and laws of the State as a community facilities district under the Act;

(C) the resolution of the City approving and authorizing the execution and delivery of the Fiscal Agent Agreement and approving the Official Statement was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

(D) the Fiscal Agent Agreement, this Purchase Agreement and the Continuing Disclosure Agreement have been validly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought;

(E) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending with respect to which the City or the District have been served or, to the best of such counsel's knowledge, threatened against or affecting the City or the District, which would adversely impact the City's ability to complete the transactions contemplated hereby or by the Fiscal Agent Agreement and the Bonds, to restrain or enjoin the collection of the Special Taxes, or in any way contesting or affecting the validity of the Bonds, the Fiscal Agent Agreement or the transactions described in and contemplated hereby wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Bonds, this Purchase Agreement, or the Fiscal Agent Agreement or in which a final adverse decision could materially adversely affect the operations of the City;

(F) the execution and delivery of the Fiscal Agent Agreement and this Purchase Agreement and the approval of the Official Statement and compliance with the provisions of the Fiscal Agent Agreement and hereof, under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the Fiscal Agent Agreement; and

(G) no authorization, approval, consent, or other order of any court or governmental body is required for the valid authorization, execution and delivery of the Fiscal Agent Agreement by the City and the approval by the City of the Official Statement or the consummation by the City of the transactions on its part contemplated herein and in the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriter;

(H) except as disclosed in the Official Statement, the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been

levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against political subdivisions in the State of California;

(6) A certificate, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds, and certifying that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the City or the District which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect; and (iii) the City has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under this Purchase Agreement or the Fiscal Agent Agreement at and prior to the Closing;

(7) Continuing Disclosure Certificate (or agreement) of the City, if required, in the form and substance substantially as set forth as an exhibit to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter;

(8) A certificate, dated the Closing Date from Goodwin Consulting Group, addressed to the City and the Underwriter to the effect that: (i) the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date, would generate at least 105% of the maximum annual debt service payable on the Bonds and the Senior Lien Bonds, plus the administrative expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter; and (ii) the statements in the Official Statement concerning Special Taxes and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(9) A certificate of Public Financial Management, Inc., as Financial Advisor to the City, dated the Closing Date, to the effect that while the Financial Advisor has not independently verified or undertaken an independent investigation of the information in the Preliminary Official Statement and the Official Statement, based on its participation in the preparation and review of the Preliminary Official Statement and Official Statement, no information has come to its attention which would lead it to believe that the information contained in the Preliminary Official Statement and Official Statement is as of the date of delivery of the Bonds, not true or correct in all material respects, or that the Preliminary Official Statement and the Official Statement contains any untrue statement of a material fact or omits to state a material fact where necessary to make a statement not misleading in light of the circumstances under which it was made;

(10) A tax certificate executed by the City in form and substance satisfactory to Bond Counsel;

(11) An issue price certificate of the Underwriter in form and substance reasonably satisfactory to Bond Counsel and the Underwriter;

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated on their part hereby and by the Fiscal Agent Agreement and the Official Statement.

If any of the conditions to the obligations of the Underwriter contained in this section or elsewhere in this Purchase Agreement shall not have been satisfied or waived when and as required herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the City.

4. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid out of the proceeds of the Bonds, all expenses incident to the performance of the City's obligations hereunder, including but not limited to: the cost of photocopying and delivering the Bonds to the Underwriter; the cost of preparing, printing (and/or word processing and reproducing), distributing and delivering the Fiscal Agent Agreement, this Bond Purchase Agreement and the cost of printing, distributing and delivering the Preliminary Official Statement and the Official Statement in such reasonable quantities as requested by the Underwriter; CUSIP fees; and the fees and disbursements of Bond Counsel, Disclosure Counsel and any accountants, financial advisors or other engineers or experts or consultants the City has retained in connection with the Bonds.

(b) Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the City shall not pay CUSIP® and CDIAC fees, the cost of preparation of any "blue sky" or legal investment memoranda, expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section).

5. Notices. Any notices, requests, directions, instruments or other communications required or permitted to be given hereunder shall be in writing and shall be given when delivered, against a receipt, or mailed certified or registered, postage prepaid, to the City and the Underwriter at their respective addresses below.

If to the City:

City of Rancho Cordova
Community Facilities District No. 2003-1
2729 Prospect Park Drive
Rancho Cordova, CA 95670

If to the Underwriter:

Piper Jaffray & Co.
345 California Street, #2400
San Francisco, California 94104

provided, however, that all such notices, requests or other communications may be made by telephone and promptly confirmed by writing. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

6. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

7. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and warranties of the City and regardless of delivery of and payment for the Bonds.

8. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

9. Applicable Law; Nonassignability. This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement shall not be assigned by the City.

10. Execution of Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the City and represents the entire agreement of the parties as to the subject matter herein.

12. Partial Unenforceability. Any provision of this Purchase Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Purchase Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Officer

CITY OF RANCHO CORDOVA, on behalf of itself
and Community Facilities District No. 2003-1

By: _____
Assistant City Manager

Time of Execution: __:__ a.m./p.m. Pacific Time

**EXHIBIT A
MATURITY SCHEDULE**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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* Term Bonds

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2013

NEW ISSUE

NOT RATED

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS - Tax Exemption."

\$ _____

**CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
2013 JUNIOR LIEN SPECIAL TAX BONDS**

Dated: Date of Delivery

Due: September 1, as shown on inside cover.

Authority for Issuance. The City of Rancho Cordova, California (the "City") is issuing the above-captioned bonds (the "Bonds") for its Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement, dated as of November 1, 2013 (the "Fiscal Agent Agreement"), by and between the City Council and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

Security and Sources of Payment. The Bonds are payable from a pledge of proceeds of Surplus Special Tax Revenues (as defined in this Official Statement), on a subordinate basis to the pledge of Special Tax Revenues (described herein) for payment of the Senior Lien Bonds (described herein) levied on property within the District according to the rate and method of apportionment of special tax approved by the City Council and the eligible landowner voters in the District. No additional bonds secured on parity with the Bonds are allowed to be issued in the future, except in connection with a partial refunding of the Bonds. See "SECURITY FOR THE BONDS."

The District. Property within the District subject to the Special Tax is primarily comprised of developed residential property owned by homeowners, and undeveloped land. The overall development plan for the District is primarily single family residential. See "THE DISTRICT."

Senior Lien Bonds. The Bonds will be issued and secured on a subordinate basis to the \$_____ aggregate outstanding amount of special tax bonds issued by the City for the District in 2005, 2007 and 2012 (together, the "Senior Lien Bonds"), as described herein. See "THE DISTRICT – Formation and Background."

Use of Proceeds. The Bonds are being issued to (i) finance the construction and acquisition of capital improvements of benefit to property in the District, (ii) provide capitalized interest; (iii) fund a debt service reserve fund for the Bonds, and (iii) pay the costs of issuing the Bonds.

Bond Terms. Interest on the Bonds is payable on October 1, 2014, and annually thereafter on each October 1. The Bonds will be issued in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. See "THE BONDS – General Bond Terms" and "APPENDIX C – DTC and the Book-Entry Only System."

Redemption. The Bonds are subject to optional redemption and mandatory sinking fund redemption without premium as described herein. See "THE BONDS - Redemption."

The Bonds and interest thereon are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Surplus Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Surplus Special Tax Revenues as more fully described in this Official Statement.

OWNERSHIP OF THE JUNIOR LIEN BONDS IS SUBJECT TO A SIGNIFICANT DEGREE OF RISK. THE JUNIOR LIEN BONDS ARE NOT RATED BY ANY NATIONAL RATING AGENCY. THERE MAY BE A LIMITED TRADING MARKET FOR THE JUNIOR LIEN BONDS. POTENTIAL INVESTORS ARE ADVISED TO READ CAREFULLY THE SECTION ENTITLED "BOND OWNERS' RISKS."

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Certain matters will be passed upon for the City by Meyers Nave Riback Silver & Wilson, A Professional Law Corporation, Sacramento, California, as City Attorney. It is anticipated the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on _____, 2013.

Piper Jaffray & Co.

The date of this Official Statement is: _____, 2013.

MATURITY SCHEDULE

\$ _____ Serial Bonds
(Base CUSIP†: 75211R)

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†
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\$ _____ % Term Bond due October 1, _____, Yield: _____%, Price: _____%
 CUSIP† No. _____

† Copyright 2013, American Bankers Association. CUSIP data in this Official Statement are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. None of the District, the City and the Underwriter assumes any responsibility for the accuracy of CUSIP data.

CITY OF RANCHO CORDOVA**City Council**

Linda Budge, Mayor
Daniel Skoglund, Vice Mayor
Robert J. McGarvey, Councilmember
David Sander, Councilmember
Donald Terry, Councilmember

Staff

Ted A. Gaebler, City Manager
Joe Chinn, Assistant City Manager
Donna Silva, Finance Director
Mindy Cuppy, City Clerk
Adam Lindgren of Meyers Nave,
A Professional Law Corporation, City Attorney

SPECIAL SERVICES**Bond Counsel**

Jones Hall, A Professional Corporation
San Francisco, California

Financial Advisor

Public Financial Management, Inc.
San Francisco, California

Special Tax Consultant

Goodwin Consulting Group, Inc.
Sacramento, California

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U.S. Bank National Association
Seattle, Washington

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GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District or the City, in any press release and in any oral statement made with the approval of an authorized officer of the Authority or the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions may identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the Authority or the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Authority since the date hereof. All summaries of the Trust Agreement or other documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

OFFICIAL STATEMENT

\$ _____ *

**CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
2013 JUNIOR LIEN SPECIAL TAX BONDS
SERIES 2013**

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the "**Bonds**") to be issued by the City of Rancho Cordova (the "**City**") on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "**District**").

Capitalized terms used but not defined in this Official Statement have the definitions given in the Fiscal Agent Agreement."

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside cover and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in central Sacramento County (the "**County**") and is part of the greater Sacramento region. It lies on the Highway 50 corridor between the City of Sacramento and the City of Folsom, situated next to Mather Field (a former U.S. Air Force base) and the American River. For economic and demographic information regarding the area in and around the City, see APPENDIX A.

The District. The District is in a developing area of the City and includes land improved with single family residences and undeveloped property primarily planned for single family homes. The District was formed and established by the City Council of the City (the "**City Council**"), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), pursuant to a resolution adopted by the City Council on August 4, 2003 (the "**Resolution of Formation**"), following a public hearing and landowner election at which the qualified electors of the District authorized the City to incur bonded indebtedness for the District and approved the levy of special taxes. The District was formed to finance infrastructure improvements necessary for development. See "THE DISTRICT – Formation and Background."

* Preliminary, subject to change.

Authority for Issuance of the Bonds. The Bonds are issued under the Act, the Resolution of Issuance adopted on _____, 2013 (the "**Resolution of Issuance**"), and a Fiscal Agent Agreement dated as of November 1, 2013 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank National Association, as fiscal agent (the "**Fiscal Agent**"). See "THE BONDS – Authority for Issuance."

Limitation on Transfer. Owner of the Bonds may transfer the Bonds, but only in whole and not in part, to an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, to a transferee that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations (as described in the Fiscal Agent Agreement). Any transfer of Bonds that is not made in accordance with the requirements of the Fiscal Agent Agreement to that effect shall be null and void.

Senior Lien Bonds. The Bonds are secured by Special Taxes described herein on a subordinate basis to the District's outstanding bonds captioned:

- (i) "\$14,660,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2005" (the "**2005 Bonds**"), which were issued on December 28, 2005, and have an aggregate principal balance of \$14,125,000 as of November 1, 2013; and
- (ii) "\$20,695,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2007" (the "**2007 Bonds**," and together with the 2005 Bonds, the "**Prior Bonds**") which were issued on August 6, 2007, and have an aggregate principal balance of \$19,975,000 as of November 1, 2013.
- (iii) "\$23,370,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds, Series 2012" (the "**2013 Bonds**," and together with the 2005 Bonds and 2007 Bonds, the "**Senior Lien Bonds**") which were issued on December 19, 2012, and have an aggregate principal balance of \$23,775,000 as of November 1, 2013.

See "THE DISTRICT – Formation and Background."

Subject to the total bond authorization for the District of \$75,000,000, the City may issue additional bonds secured by Special Tax Revenues (as defined below) on parity with the Senior Lien Bonds upon the satisfaction of certain conditions. The City may not issue additional bonds secured by Surplus Special Tax Revenues on parity with the Bonds, except in connection with a partial refunding of the Bonds. See "THE BONDS – Issuance of Future Additional Bonds."

Purpose of the Bonds. Proceeds of the Bonds will be used primarily to finance infrastructure improvements in the District supporting new and recent development in the District. Proceeds of the Senior Lien Bonds were used for similar purposes, except proceeds of the 2013 Bonds were used to refund bonds issued for the District in 2003 to fund infrastructure improvements.

Redemption of Bonds Before Maturity. The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity See "THE BONDS – Redemption."

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in the District (the "**Special Taxes**") in accordance with the Rate and Method of Apportionment for City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1

originally adopted in 2003, as subsequently amended in 2007 (the "**Rate and Method**"), which is attached as APPENDIX B to this Official Statement. The Bonds are secured by and payable from a first pledge, on a subordinate basis to the similar pledge for payment of the Senior Lien Bonds, of the net proceeds of the Special Taxes (as more particularly defined herein and in the Fiscal Agent Agreement, the "**Surplus Special Tax Revenues**"). The Bonds will also be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS." **OWNERSHIP OF THE JUNIOR LIEN BONDS IS SUBJECT TO A SIGNIFICANT DEGREE OF RISK AND THERE MAY BE A LIMITED TRADING MARKET FOR THE JUNIOR LIEN BONDS. POTENTIAL INVESTORS ARE ADVISED TO READ CAREFULLY THE SECTION ENTITLED "BOND OWNERS' RISKS."**

Debt Service Reserve Fund. A debt service reserve fund (the "**Reserve Fund**") will be established in connection with the issuance of the Bonds. In order to further secure the payment of principal of and interest on the Bonds, and will be initially funded from proceeds of the Bonds deposited into the Reserve Fund in an amount equal to the Reserve Requirement (described herein) for the Bonds.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes, subject to certain conditions. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE BONDS - Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Property Ownership and Development Status. Property within the District subject to a Special Tax is primarily comprised of developed residential property owned by homeowners and undeveloped land. For fiscal year 2013-14, the property within the District includes 2,340 parcels that have an assessed value for improvements on the County Roll, 80 parcels that have been issued a building permit but have no improvement assessed value, 406 single family lots within a final subdivision map, 4 commercial parcels within a final map and 1 multifamily parcel within a tentative map. Under the Rate and Method, these properties are classified as "Developed Property" and subject to the Special Tax Levy. Developed Property per the Rate and Method is all taxable property in areas known as Anatolia I, Anatolia II and Mather East as well as all property that have received their final map or any property that the landowner requests to be classified as Developed Property. In addition, there are two parcels of Undeveloped Property that are subject to the Special Tax but did not receive a Special Tax levy for 2013-14. In connection with the issuance of the Bonds, one of these properties will be designated as "Developed Property" by the owner thereof (however the property is not actually developed, the designation is for calculation of the Special Tax levy only) and thereafter will receive a levy of the Special Taxes.

Property in the District was master planned by entities affiliated with Angelo K. Tsakopoulos, a local developer, and his development company, AKT Development Corporation, and has been designated as "Anatolia I", "Anatolia II", "Anatolia III" and "Anatolia IV" in addition to an area referred to as "Mather East" located at the southwest quadrant of Douglas Road and Sunrise Boulevard, the District is planned for primarily residential construction, as well as for commercial development, multifamily residential development and open space. One of these entities, Sunridge Anatolia LLC, as the master developer of the area, constructed or caused to be constructed backbone ("off-site") infrastructure improvements for development, including the facilities financed with proceeds of bonds initially issued in 2003 (and refunded with the 2013 Bonds) and other Senior Lien Bonds.

Assessed Valuation. The fiscal year 2013-14 assessed valuation of the property within the District (the most recent assessed valuation available) was \$652,581,773, of which \$652,225,773

constituted Developed Property (as defined in the Rate and Method but not reflective of actual construction) as described herein. See "THE DISTRICT – Assessed Value-to-Burden Ratio."

Risk Factors Associated with Purchasing the Bonds. Investment in the Bonds involves subordinate security and risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated proceeds from the sale of the Bonds will be deposited into the following funds established under the Fiscal Agent Agreement:

Sources

Principal Amount of Bonds

*Total Sources*Uses

Deposit into Improvement Fund

Deposit into Reserve Fund [1]

Deposit into Bond Fund [2]

Deposit into Costs of Issuance Account [3]

Total Uses

[1] Equal to the parity Reserve Requirement including as to the Bonds as of their date of delivery.

[2] Represents capitalized interest.

[3] Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, the Fiscal Agent, the Financial Advisor and the Special Tax Consultant, and Underwriter's discount, as well as the cost of printing the Official Statements.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, approved by a resolution adopted by the City Council on November _____, 2013, and the Act.

The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$75,000,000 at a special election in the District held on August 4, 2003 pursuant to the Act.

Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District at any point during the 90-day period preceding the adoption of the City's resolution to form the District on August 4, 2003, the qualified electors were the various developer landowners who were entitled to cast one vote for each acre or portion of an acre of land owned within the District. The landowners voted to incur the indebtedness and approve the annual levy of Special Taxes, to be collected within the District, for the purpose of paying for the Facilities, including repaying any indebtedness of the District, replenishing the Reserve Fund and paying the administrative expenses of the District. See "THE DISTRICT" in this Official Statement.

After issuance of the Bonds, the City will have a remaining authorization of \$_____ for the issuance of additional bonds to total the \$75,000,000 (including the Bonds and the Senior Lien Bonds) authorized amount for the District, all which may be secured on parity with the Senior Lien Bonds; the City currently does not expect to issue additional bonds for the District, except possible refunding bonds. Under the Fiscal Agent Agreement, no additional bonds secured on parity with the Bonds are allowed to be issued, except refunding bonds. See "SECURITY FOR THE BONDS – Additional Bonds."

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("**DTC**"), and will be available to ultimate purchasers in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described in APPENDIX C to this Official Statement.

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Seattle, Washington, or such other place as designated by the Fiscal Agent, upon presentation and

surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America on October 1 of each year (each an "**Interest Payment Date**"), commencing October 1, 2014.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX C – DTC and the Book-Entry Only System."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described herein. See "APPENDIX C – DTC and the Book-Entry Only System."

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturities, at the option of the City, from any source of available funds, in whole, or in part among maturities on a pro rata basis among the Bonds and by lot within a maturity, on any date on or after October 1, 2015, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption; provided however, any redemption of Bonds from prepayments of the Special Taxes shall be made only after all Senior Lien Bonds have matured or have been redeemed prior to maturity.

<u>Redemption Dates</u>	<u>Redemption Price</u>
October 1, 2015 through September 30, 2016	102%
October 1, 2016 and thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing October 1, 20__ are subject to mandatory sinking payment redemption in part on October 1, 20__, and on each October 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (October 1)	Sinking Fund Payment
20__	\$
20__ (maturity)	

The amounts in the foregoing table will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption of the Bonds.

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of their principal amount, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

Whenever provision is made for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate; provided, however, that if Bonds are to be redeemed as a result of the prepayment of Special Taxes, Bonds shall be selected for redemption on a pro-rata basis among maturities.

The City shall have the right to rescind any notice of prepayment delivered by the Fiscal Agent prior to the date fixed for prepayment.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest on the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption.

Transfer or Exchange of Bonds

Limitation on Transfer. Owner of the Bonds may transfer the Bonds, but only in whole and not in part, to an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, to a transferee that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations (as described in the Fiscal Agent Agreement). Any transfer of Bonds that is not made in accordance with the requirements of the Fiscal Agent Agreement to that effect shall be null and void.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See "Appendix C." Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

The Bonds are secured by and payable from a first pledge of the Surplus Special Tax Revenues. The Surplus Special Tax Revenues and all moneys deposited into the Bond Fund and the Reserve Fund and, until disbursed as provided in the Fiscal Agent Agreement, the Improvement Fund and the Special Tax Fund are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

Surplus Special Tax Revenues are derived from the collection of Special Taxes levied on real property in the District. The Bonds are secured by Special Taxes on a subordinate basis to the District's outstanding bonds captioned:

- (iii) "\$14,660,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2005" (the "**2005 Bonds**"), which were issued on December 28, 2005, and have an aggregate principal balance of \$14,125,000_ as of November 1, 2013; and
- (ii) "\$20,695,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2007" (the "**2007 Bonds**," and together with the 2005 Bonds, the "**Prior Bonds**") which were issued on August 6, 2007, and have an aggregate principal balance of \$19,975,000 as of November 1, 2013.
- (iii) "\$23,370,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds, Series 2012" (the "**2013 Bonds**," and together with the 2005 Bonds and 2007 Bonds, the "**Senior Lien Bonds**") which were

issued on December 19, 2012, and have an aggregate principal balance of \$23,775,000 as of November 1, 2013.

Amounts in the Costs of Issuance Fund for the Bonds are not pledged to the repayment of the Bonds. The Facilities are not in any way pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Facilities are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

OWNERSHIP OF THE JUNIOR LIEN BONDS IS SUBJECT TO A SIGNIFICANT DEGREE OF RISK AND THERE MAY BE A LIMITED TRADING MARKET FOR THE JUNIOR LIEN BONDS. THE ABILITY TO TRANSFER THE BONDS IS LIMITED BY "ACCREDITED INVESTOR" RESTRICTIONS. POTENTIAL INVESTORS ARE ADVISED TO READ CAREFULLY THE SECTION ENTITLED "BOND OWNERS' RISKS."

Special Taxes

Special Taxes applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City through the application of the Rate and Method prepared by Goodwin Consulting Group, Inc., Sacramento, California (the "**Special Tax Consultant**") and attached as APPENDIX B to this Official Statement, for all taxable properties in the District. Six single-family residential properties have prepaid their Special Taxes, which are no longer security for the Senior Lien Bonds and the Bonds. Interest and principal on the Senior Lien Bonds and the Bonds is payable from the annual Special Taxes to be levied and collected on such property within the District, from amounts held in certain funds and accounts established under the respective Fiscal Agent Agreement under which they were issued and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes. The Special Taxes equally secure the Senior Lien Bonds and the surplus Special Taxes described herein equally secure the Bonds.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in a maximum amount determined according to the Rate and Method approved by the City. See "—Rate and Method" and APPENDIX B.

The Special Taxes and any interest earned on the Special Taxes will constitute a trust fund for the principal of and interest on the Senior Lien Bonds and the Bonds pursuant to the respective Fiscal Agent Agreement. So long as the amount levied for principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings on the Special Taxes will not be used for any other purpose, except as permitted by the respective Fiscal Agent Agreement, and will be held in trust for the benefit of the owners of the Senior Lien Bonds and the Bonds and applied pursuant to the respective Fiscal Agent Agreement.

Rate and Method

The Special Tax will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Rate and Method. The Special Tax Consultant is acting as Administrator for purposes of the Rate and Method. *Defined terms contained in this section have the meanings assigned to them in the Rate and Method.* See Appendix B hereto.

The Special Tax will be levied each year from parcels within the District in an amount at least sufficient to pay debt service on outstanding Bonds and administrative expenses of the District. The Special Tax is expected to be collected at the same time and in the same manner as ad valorem property taxes. The City reserves the right to collect the taxes in another manner if required to meet annual obligations of the District. The levy of the Special Taxes began with the fiscal year 2003-04 levy.

Each year, the City will determine the Special Tax Requirement of the District for the upcoming fiscal year. The "**Special Tax Requirement**" is defined in the Rate and Method as the amount necessary in any Fiscal Year to (i) pay principal and interest on Bonds issued for the District that are due in the calendar year that begins in such Fiscal Year, (ii) create or replenish reserve funds, (iii) cure any delinquencies in the payment of principal or interest on Bonds that have occurred in any prior Fiscal Year or (based on delinquencies in the payment of Special Taxes that have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected (iv) pay Administrative Expenses, and (v) pay the costs of authorized facilities that will be paid directly from Special Tax proceeds in the Fiscal Year in which the Special Taxes will be collected.

The Special Tax Requirement may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Fiscal Agent Agreement and any supplements thereto, (ii) proceeds from the collection of penalties associated with delinquent Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the City. The Special Tax Requirement is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City has the authorization to tax all parcels within the District except tax-exempt parcels, as described in the Rate and Method. Taxable parcels that are acquired by a public agency after the District is formed will remain subject to the Special Tax unless a "trade" resulting in no loss of Special Tax revenue can be made, as described in the Rate and Method.

Assignment of Maximum Special Tax. The Rate and Method describes in detail the precise method for assigning the Maximum Special Tax to parcels within the District, which generally provides that each year the City will use the definitions contained in the Rate and Method to classify each parcel as tax-exempt or taxable.

Five separate Zones have been established within the District for purposes of allocating the Special Tax obligation; the Zones are identified in Attachment 1 to the Rate and Method. Upon recording of "large-lot" subdivision maps, the actual boundary of each Zone may change slightly from that shown in the Rate and Method. The Rate and Method provides that such change will have no impact on the Expected Maximum Surplus Special Tax Revenues for each Zone unless the total number of Buildable Lots, Acres of Multi-Family Property, or Acres of Non-Residential Property is changed. If such a change occurs, the Administrator will follow procedures set forth in the Rate and Method to recalculate the Expected Maximum Surplus Special Tax Revenues within each Zone.

Within each Zone, multiple Villages and Lettered Lots have been designated, which generally correspond to the land uses expected on large lots that will be created within the District upon recordation of a large-lot subdivision map. Based on these anticipated land uses, a maximum special tax obligation was assigned to each Village and Lettered Lots. The Rate and Method provides that,

regardless of changes in land uses within Villages and Lettered Lots, the maximum special tax revenues that will be generated within the District will never be reduced to a point that debt service coverage requirements cannot be met.

With certain exceptions that may result from steps outlined in the Rate and Method, the District was established with five base year, fiscal year 2003-04, maximum annual special tax rates that apply to the bulk of the single-family detached lots – \$725 (Zone 4) and \$755 (Zone 1) for the smallest lots, \$1,055 for the next smallest lots, \$1,155 for the medium-sized lots, and \$1,255 for the largest lots. In addition, a base year maximum annual special tax rate of \$7,000 per RD-10 acre (as designated in Attachment 2 to the Rate and Method) and \$5,000 per commercial acre will apply within the District. All the RD-10 zoned acreage is in Zone 2 and is currently planned and approved for single-family detached product. Per the landowners' request, multi-family property within Zone 2 will not be taxed, while multi-family (or single family) property in Zone 5 will pay a maximum of \$5,000 per acre. All these rates will escalate each fiscal year by 2% of the amount in effect in the prior fiscal year; the 2013-14 maximum Special Tax for single family units ranged from \$883.77 to \$1,529.84.

Prior to issuance of the last series of Bonds for the District, if there is a reduction in the number of lots within any Village or Lettered Lot, any reduction in the maximum tax revenues will lead to an increase in the maximum special tax rates for the properties in the Village or Lettered Lot. If the revised maximum tax revenues do not equal, at least, the expected tax revenues, the final Bond issue will be downsized. After the last series of Bonds is issued, if the number of lots is reduced due to a builder-initiated remapping of the property or due to a public requirement, such as increased setbacks or easements, or because the number of expected lots is determined to be too great for the area when it is mapped, the Rate and Method provides for a developer prepayment of special taxes or an increase of the maximum tax rate on affected property. See Appendix B hereto.

Once the Special Tax Requirement has been determined for a particular fiscal year, the special tax will be levied according to the following order of priority (provided that a landowner can elect to have its land taxed at the Maximum Special Tax rate):

(1) First, the special tax will be levied on all parcels of **"Developed Property"**, which is defined in the Rate and Method as: (i) all parcels of Taxable Property in Zones 1, 2 and 5, (ii) all parcels in Zones 3 and 4 that were included in a final map that was recorded prior to June 1 of the prior fiscal year, and (iii) all parcels for which a Redesignation Request was submitted to the City prior to June 1 of the prior fiscal year.

(2) After applying revenues from (1) above, and after applying capitalized interest, if any, that was set aside from a bond issue, a special tax will be levied on Undeveloped Property up to the maximum tax rate for such property.

The following table shows the (fiscal year 2013-14) Maximum Special Tax rates.

Designation	Proposed Land Use	Maximum Tax Rate Per Unit or Per Acre*
Anatolia I (Zone 1)		
Villages 1, 2 and 7	Single-Family	\$1,286 per unit
Villages 3, 5, 6 and 8	Single-Family	\$1,408 per unit
Village 4	Single-Family	\$1,530 per unit
Village 9	Single-Family	\$920 per unit
Lot B	Commercial	\$6,095 per acre
Anatolia II (Zone 2)		
Villages 1, 2, 3 and 7	Single-Family	\$1,408 per unit
Villages 4, 5 and 6	Single-Family	\$1,530 per unit
Village 8	Single-Family	\$1,286 per unit
Lot A	Single-Family	\$13,145 per acre
Lot C	Commercial	\$56,095 per acre
Lot G	Rec. Center	\$8,533 per acre
Anatolia III (Zone 3)		
Villages 1, 2, 3 and 4	Single-Family	\$1,530 per unit
Villages 5 through 11	Single-Family	\$1,408 per unit
Anatolia IV (Zone 4)		
Village 1	Single-Family	\$884 per unit
Mather East (Zone 5)		
Lots A-1, A-2 and A-3	Commercial	\$6,095 per acre
Lot A-4	Multi-Family	\$6,095 per acre

*Rates for fiscal year 2013-14. All these rates escalate each fiscal year by 2% of the amount in effect in the prior fiscal year.

At the time of formation of the District, the City and Sunridge Anatolia LLC (the "**Master Developer**") contemplated that a shortfall will occur between the anticipated cost of the Facilities and the amount of proceeds of the Bonds and any Additional Bonds to pay for such Facilities. To cover the shortfall, the Master Developer and the City have agreed in the Acquisition Agreement that the Master Developer will be reimbursed shortfall costs of the Facilities from Special Tax levies in excess of the amounts required to pay required debt service and City administration costs associated therewith. To generate moneys for such shortfall reimbursement, the City agreed to assess the Special Tax at the maximum rate permitted under the Rate and Method, commencing with the levy of special taxes for fiscal year 2003-04 (which has been made) and to pay to the Master Developer payments towards such shortfall until 10 years from the date of the 2003 Bonds (being November 2013). After the expiration of such period, the City may, but is not required to, continue levying at the maximum rate and use excess Special Taxes for continued pay-as-you-go payments to the Master Developer.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "BOND OWNERS' RISKS."

Termination of the Special Tax. The Special Tax will be levied until all Bonds have been repaid and all authorized facilities have been funded, however, Special Taxes cannot be levied under any circumstance after fiscal year 2039-40.

Prepayment in Full of the Special Tax. The special tax obligation assigned to a particular parcel within the District can be prepaid in full, which will release the parcel making the prepayment from the Mello-Roos special tax lien. Section G of the Rate and Method sets forth a detailed formula by which the prepayment for a parcel can be calculated. Proceeds of such prepayment will be used to redeem a portion of the Bonds. See "THE BONDS – Redemption."

Special Tax Fund

When received, the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (the "**Special Tax Revenues**") are required under the Fiscal Agent Agreement for the Senior Lien Bonds (the "**Senior Lien Fiscal Agent Agreement**") to be deposited into a Special Tax Fund created thereunder and to be held by the City in trust for the benefit of the City and the Owners of the Senior Lien Bonds. Within the Special Tax Fund, the City has established and maintains two accounts, (i) the Debt Service Account, to the credit of which the City will deposit, immediately upon receipt, all Special Tax Revenue for payment of the Senior Lien Bonds, and (ii) the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue as described below. Under the Fiscal Agent Agreement, prior to payment on the Bonds the City is permitted to withdraw from the Surplus Account the "**Priority Administrative Expenses**," which is an annual amount of Administrative Expenses equal to, for fiscal year 2013-14, \$85,000, and for each year thereafter that the Bonds are outstanding an amount equal to the Priority Administration Expenses for the previous fiscal year increased by 4%. Moneys in the Surplus Account of the Special Tax Fund are comprised of Special Tax Revenues remaining after payment of the Senior Lien Bonds and Priority Administrative Expenses, and constitute "**Surplus Special Tax Revenues**" to be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Debt Service Account upon receipt. No later than 10 Business Days prior to each Interest Payment Date, the City will withdraw from the Debt Service Account of the Special Tax Fund and transfer to (i) the Fiscal Agent for deposit in the Reserve Fund for the Senior Lien Bonds, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement for the Senior Lien Bonds, and (ii) the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Senior Lien Bonds on the next Interest Payment Date (March 1 and September 1 for the Senior Lien Bonds).

At such time as deposits to the Debt Service Account equal the principal, premium if any, and interest becoming due on the Senior Lien Bonds for the current Bond Year (as defined in the Senior Lien Fiscal Agent Agreement) and the amount needed to restore the balance in the Reserve Fund for the Senior Lien Bonds to the Reserve Requirement for the Senior Lien Bonds, the amount in the Debt Service Account in excess of such amount shall be transferred to the Surplus Account, which amounts constitute Surplus Special Tax Revenues available for payment of the Bonds.

No later than 10 Business Days prior to each Interest Payment Date, the City will withdraw from the Surplus Account of the Special Tax Fund and transfer to (i) the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the

Reserve Requirement for the Bonds, and (ii) the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal and interest due on the Bonds on the next Interest Payment Date. On an annual basis, upon satisfaction of the requirement to pay principal and interest due on the Bonds, excess moneys in the Surplus Account are available for use by the City for other purposes related to the District.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

Sale of Property for Nonpayment of Taxes. The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, except at the City's option, the Special Taxes may be billed directly to property owners. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien for the Special Taxes.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will, on or before September 1 of each year, review the public records of the County relating to the collection of the Special Taxes in order to determine the amount of the Special Taxes collected in the prior Fiscal Year. If the City determines, based on any year's review, that the amount collected in that Fiscal Year is deficient by more than 5% of the total amount of the Special Taxes levied for that Fiscal Year, the City will within 30 days of the determination institute foreclosure proceedings, as authorized by the Act, in order to enforce the lien of the delinquent installment of Special Taxes against any lot or parcel of land in the District for which the installment of Special Taxes is delinquent. It will also diligently prosecute and pursue any foreclosure proceedings to judgment and sale.

Alternatively, if the City determines on the basis of the review described in the previous paragraph that (a) the amount collected is deficient by less than 5% of the total amount of the Special Taxes levied in the District in the related Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Taxes due and payable by such property owner in such Fiscal Year, or (b) that property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Taxes due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings against each such property owner.

Notwithstanding the foregoing, the City's obligation to pursue foreclosure shall be at the option of the City so long as (i) the County's "Teeter Plan" (described below) is in effect with respect to the delinquent parcel meeting the conditions above, and (ii) there is no then-outstanding draw on the Reserve Fund. In the event that either of these conditions is not met, the City shall be obligated to pursue foreclosure as set forth above.

Under the Act, foreclosure proceedings are instituted by bringing an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In the action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent Special Taxes.

Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays. No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act

does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.5 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Taxes. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent on the nature of the defense, if any, put forth by the debtor and the Superior Court calendar. In addition, the ability of the City to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner if the property is owned by or in receivership of the Federal Deposit Insurance Corporation. See "BOND OWNERS' RISKS - Bankruptcy Delays."

Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, known as the "**Teeter Plan**," is found in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county collects property taxes and certain other public agencies and taxing areas located in the county receive annually the full amount of their shares of property taxes and other impositions collected on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on unpaid delinquent taxes, it retains the penalties associated with delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless, prior to the commencement of a fiscal year, a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, decide to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

Under the Teeter Plan, a county must initially provide a participating local agency with 95% of the estimated amount of the then-accumulated tax delinquencies (excluding penalties) for that agency. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a pro rata adjustment for the amount of the change is made on the records of the treasurer and auditor of the county. Such adjustment for a decrease in the tax or assessment is treated by the county as an interest-free offset against future advances of tax levies under the Teeter Plan.

The Board of Supervisors of Sacramento County has adopted the Teeter Plan, and the County elects to apply its Teeter Plan to the collection of the Special Taxes annually. As such, the Teeter Plan has been applicable since the initial year of a Special Tax levy but no assurance can be given that it will continue in any or all of the years that the Bonds are outstanding. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to the City or the District, the County's Teeter Plan may help protect owners of the Bonds from the risk of delinquencies in the payment of Special Tax. *However, there can be no assurance that the County will not modify or eliminate its Teeter Plan, or choose to remove the District from its Teeter Plan permanently or in any year while the Bonds are outstanding.*

Reserve Fund

General. Under the Fiscal Agent Agreement, the Fiscal Agent will establish from proceeds of the Bonds a Reserve Fund (the "**Reserve Fund**") available for payment of all parity Bonds to the extent of any Special Tax payment delinquencies. The City is required to maintain on deposit in the Reserve Fund an amount equal to the "**Reserve Requirement**," which is an amount equal to the least of (i) Maximum Annual Debt Service on the Outstanding Bonds, (ii) 125% of average Annual Debt Service as of the date of issuance of the Bonds (iii) 10% of the initial offering price to the public of the Bonds, or (iv) an amount equal to the following calculation: the least of (a) Maximum Annual Debt Service on the Outstanding Bonds and the Senior Lien Bonds on a combined basis, (b) 125% of average Annual Debt Service as of the date of issuance of the Bonds and the Senior Lien Bonds on a combined basis (c) 10% of the initial offering price of the Bonds and the Senior Lien Bonds on a combined basis, minus the Reserve Requirement (as defined in the Senior Lien Fiscal Agent Agreement) for the Senior Lien Bonds.

Disbursement. Except as provided below, all amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds. Whenever any transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will notify the City in writing.

Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then-applicable Reserve Requirement, upon direction from the City, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund if the Facilities have not been completed, or if the Facilities have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds (including interest accrued to the date of payment or redemption and premium, if any, due upon redemption) and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the

balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Additional Bonds

Additional Senior Lien Bonds. The Resolution of Formation authorizes the issuance of up to \$75,000,000 of bonds; the City has previously issued bonds in the total amount of \$59,725,000. Subject to the total bond authorization for the District of \$75,000,000, the City may issue additional bonds secured by Special Tax Revenues on parity with the Senior Lien Bonds upon the satisfaction of certain conditions contained in the Senior Lien Fiscal Agent Agreement.

Additional Junior Lien Bonds. The City may not issue additional bonds secured by Surplus Special Tax Revenues on parity with the Bonds, except in connection with a partial refunding of the Bonds.

DEBT SERVICE SCHEDULES

The annual debt service on the Senior Lien Bonds and the Bonds based on the interest rates and maturity schedule set forth on the cover of this Official Statement is shown in the tables below.

**Sunridge Anatolia Community Facilities District No. 2003-1
Special Tax Bonds Series 2005, 2007 and 2012
Senior Lien Debt Service**

Period Ending (Sept. 1)	2005 Bonds Debt Service	2007 Bonds Debt Service	2013 Bonds Debt Service	Senior Lien Bonds Total
2013	\$ 974,531	\$ 1,258,163	\$ 1,397,624	\$ 3,630,318
2014	985,081	1,279,388	1,304,706	3,569,175
2015	994,731	1,299,263	1,336,306	3,630,300
2016	1,002,981	1,317,788	1,382,206	3,702,975
2017	1,009,481	1,343,538	1,421,150	3,774,169
2018	1,019,981	1,362,288	1,463,275	3,845,544
2019	1,024,231	1,389,288	1,502,775	3,916,294
2020	1,037,481	1,409,038	1,545,275	3,991,794
2021	1,044,231	1,431,788	1,589,919	4,065,938
2022	1,053,756	1,452,288	1,631,250	4,137,294
2023	1,061,706	1,475,538	1,677,500	4,214,744
2024	1,073,081	1,499,825	1,725,000	4,297,906
2025	1,077,619	1,526,225	1,773,500	4,377,344
2026	1,085,581	1,554,475	1,822,750	4,462,806
2027	1,096,019	1,579,313	1,872,500	4,547,831
2028	1,109,306	1,605,738	1,917,500	4,632,544
2029	1,115,175	1,632,363	1,972,750	4,720,288
2030	1,128,894	1,659,956	2,022,500	4,811,350
2031	1,134,925	1,693,250	2,076,750	4,904,925
2032	1,147,575	1,716,706	2,130,000	4,994,281
2033	1,157,200	1,750,594	2,182,000	5,089,794
2034	1,168,800	1,799,106	2,222,500	5,190,406
2035	1,182,100	1,831,169	2,281,750	5,295,019
2036	1,191,825	1,867,319	2,338,500	5,397,644
2037	1,207,975	1,902,019	2,362,500	5,472,494

Source: The Fiscal Agent for 2005 Bonds and 2007 Bonds, Piper Jaffray & Co. for Bonds and total.

**Sunridge Anatolia Community Facilities District No. 2003-1
2013 Junior Lien Special Tax Bonds
Debt Service**

Period Ending (Oct. 1)	2013 Bonds Principal	2013 Bonds Interest	2013 Bonds Debt Service
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THE DISTRICT

Formation and Background

Formation Proceedings. The District was established by the City Council under the Act on August 4, 2003, following a noticed public hearing. On the same date, an election was held in which the qualified electors within the District voted to authorize the City to incur bonded indebtedness for the District of up to \$75,000,000 to finance the acquisition and construction of the authorized facilities, to levy the Special Taxes, and to establish an appropriations limit for the District.

The District is authorized to finance the acquisition and construction of the Facilities, which generally consist of road and related improvements, including drainage, water, sanitary sewer, joint trench utilities, concrete curbs, gutters and sidewalks, maintenance holes, street lighting, landscaping, masonry walls, traffic signals and other miscellaneous infrastructure improvements necessary for development of property within the District.

The Rate and Method for the District is attached as APPENDIX B.

Description and Location

General. The District is comprised of contiguous and non-contiguous portions of land that are situated within the southeastern area of the City. Property in the District represents five land areas identified as Zones 1 through 5 in the Hearing Report dated July 2003 prepared in connection with the formation of the District.

Location. Property in the District is located approximately 15 miles east of the Sacramento Central Business District, south of U.S. Highway 50, in the City limits. The District is generally bounded by Douglas Road to the north, Jaeger Road to the east, Kiefer Boulevard to the south and Sunrise Boulevard to the west.

The City is a mature suburban area that encompasses all types of land uses, including single-family and multifamily residential, retail, office and industrial, and has experienced continued growth since the mid 1980s. This area is currently a substantial suburban office market within the Sacramento region, as well as a major employment center, most of which is located along U.S. Highway 50, which traverses the City. See "APPENDIX A - Sacramento County and City of Rancho Cordova Demographic Information" for demographic and other information regarding the area in and around the City.

The Sunridge Specific Plan. The property in the District is within the City's 2,605-acre Sunridge Specific Plan dated July 17, 2002, a copy of which is available on the City's website. The Specific Plan area is primarily south of Douglas Road, east of Sunrise Boulevard, and north of Grant Line Road. The Specific Plan area provides a mix of uses organized around the neighborhood unit. It provides for a surplus of housing to offset the jobs and housing imbalance in the City. The project plan is primarily residential, but is supplemented with complementary commercial and office uses. Housing types consist mostly of single-family residential units, but also include multi-family garden apartments, townhouses, and condominiums. Four elementary schools are also designated in the project, in addition to 99 acres of parkland.

With regard to single family residential property in the District, the Specific Plan provided for 916 units in Anatolia I, 980 units in Anatolia II, 798 units in Anatolia III, and 203 units in Anatolia IV. The Specific Plan is available on the City's website.

Land Use. Property in the District is comprised of developed parcels, final map parcels and undeveloped land designated for development as single-family residential, multi-family and commercial uses eligible for Special Tax levies under the Rate and Method, as well as sites for parks, a community recreation center, two elementary school sites, a fire station and a ground water treatment plant (not subject to Special Taxes). The District includes approximately 654 gross acres subject to the Special Tax, comprised of contiguous and non-contiguous portions of land that are situated within the southeastern area of the City. The land is planned for 2,795 single-family homes under the Specific Plan, as well as and to a lesser extent, commercial and multifamily uses, all in accordance with the Sunridge Specific Plan. The development includes acreage allocated to open space and wetland preserve and other public property (not subject to the Special Tax). See "SECURITY FOR THE BONDS – Rate and Method." See also "– Development Status" and "– Property Ownership" below.

Current and Prospective Development. Property in the District was mapped and master planned by entities affiliated with Angelo K. Tsakopoulos, a local developer, and his development company, AKT Development Corporation, and has been designated as "Anatolia I", "Anatolia II", "Anatolia III" and "Anatolia IV" in addition to an area referred to as "Mather East" located at the southwest quadrant of Douglas Road and Sunrise Boulevard, planned for commercial development, multifamily residential development and open space. One of these entities, Sunridge Anatolia LLC, as the master developer of the area, constructed or caused to be constructed backbone ("off-site") infrastructure improvements for development, including the facilities financed with proceeds of the 2003 Bonds and Prior Bonds. The Master Developer did not plan to develop property for end users. Most of the land in Anatolia I, Anatolia II and Anatolia III has been sold to merchant homebuilders and developed as single family residences now owned by homeowners. The Master Developer likewise sold and expects to sell its Anatolia IV holdings in the District. Anatolia IV is currently undeveloped with no final maps, it received a tentative map in May 2006 which expires in May 2021; in connection with the issuance of the Bonds, Anatolia IV will be designated as "Developed Property" for purposes of receiving a levy of the Special Taxes in the future. Neither the Master Developer or its affiliated entities own the Mather East property. For a table showing the current development status of property in the District, see "Development Status" below.

Map. The boundary map showing the boundaries of the District is attached as APPENDIX F.

Environmental Matters

Flood Hazard Map Information. The District is currently located in Flood Zone X, described as areas outside of the 100 and 500-year flood plains (less than .2% annual chance flooding in any given year - flood insurance not required). This information is according to the Federal Emergency Management Agency Flood Map, Community Panel No. 06067C0240H. Flood designation remapping of the entire Central Valley, including the City, is currently underway by State and Federal authorities with no certain date as to when it will be completed or if it will result in changes within the City or the property in the District.

Seismic Conditions. According to the Seismic Safety Commission, the District is located within Zone 3, areas of moderate seismic activity. Zone 3 is considered to be the lowest risk zone in California. In addition, the District is not located within a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 of the California Department of Conservation, Division of Mines and Geology.

Jet Fuel Plume Affecting Local Water Supplies. A local water issue was the subject of consideration during the formation process undertaken for the Sunrise Douglas Community Plan and Sunridge Specific Plan. The water issue began in 1999 when the State Department of Health Services indicated it would not allow permits for the construction of housing in the Sunrise-Douglas area, based on the wells proposed for the local project area. Five wells on the former Mather Air Force Base and other nearby areas were contaminated due to past rocket testing and chemical manufacturing by Aerojet and Boeing in the area. In July 2002, the North Vineyard Well Field plan was approved in conjunction with the Specific Plan approval. The water supply plan included the construction of a well field to extract groundwater from the basin of an underlying Zone 40, at a location sufficiently down-gradient to significantly reduce or eliminate the possibility of contamination to the well field by known contaminant plumes. The Sacramento County Water Agency ("**SCWA**") provides water supply to the Specific Plan Area and conditions of the Sunridge Specific Plan rezoning require that the SCWA Board of Directors make certain findings regarding the availability of water prior to approval of any tentative map. The City reports that development in the District is not negatively impacted by the availability of water.

Rendering Plant. Portions of the property in the District is within proximity to the Sacramento Rendering Company, a animal processing operation which emits odors. In late 2002, the Master Developer entered into a cost sharing agreement whereby it agreed to contribute to the cost of mitigation of nauseous odors so that nearby development may proceed. The agreement provides that Sacramento Rendering Company will construct certain odor containment facilities to mitigate odors. The Master Developer paid a required contribution in the approximate amount of \$2.6 million and the odor mitigation measures have been completed, helping to alleviate, but not completely eliminating, the odor issues.

Levy of Special Tax; Maximum Surplus Special Tax Revenue Projection

Levy of Special Tax. The Special Tax will be levied and collected through the application of the appropriate amount or rate as described in the Rate and Method each year in an amount at least sufficient to pay debt service on outstanding Senior Lien Bonds and the Bonds and administrative expenses of the District. See "SECURITY FOR THE BONDS- Rate and Method" above and Appendix B.

At the time of formation of the District, the City and Sunridge Anatolia LLC (the "**Master Developer**") contemplated that a shortfall will occur between the anticipated cost of the Facilities and the amount of proceeds of the Bonds and any Additional Bonds to pay for such Facilities. To cover the shortfall, the Master Developer and the City agreed that the Master Developer will be reimbursed shortfall costs from Special Taxes collected in excess of the amounts required to pay required debt service and City administration costs. To generate moneys for such shortfall reimbursement, the City has been assessing the Special Tax on Developed Property (as defined in the Rate and Method) at the maximum rate permitted under the Rate and Method, commencing with the levy of special taxes for fiscal year 2003-04 and has paid to the Master Developer payments towards such shortfall. This arrangement expires in November 2013. The City expects to continue to levy at the maximum rate and use excess Special Taxes for pay-as-you-go financing of authorized District improvements. If a pay-as-you-go component is not part of future levies, the annual amount actually levied on properties with improvement assessed value or a building permit will likely be below the maximum.

The Rate and Method definition of Developed Property is any property that is the subject of a Final Map or has been designated as "Developed" by the property owner through written notification to the City. Developed Property for the 2013-14 tax levy consists of all property in Anatolia I, II and Mather East, as well as all property in Anatolia III, except for 84 lots which are currently being used as

an interim detention basin. The 84 lots used for an interim detention basin and Anatolia IV are deemed Undeveloped Property for purposes of the Rate and Method. Although the Developed Property per the Rate and Method currently includes all property in Anatolia I, II and Mather East, commercial property in Anatolia I (Lot "B") and Anatolia II (Lot "C") and Lots A1 and A2 in Mather East are in fact undeveloped but have received their final map. Lot A4 in Mather East is also taxed as Developed but has only received a tentative map to date. There are also a number of single family residential lots in Anatolia I, II and III that are taxed as Developed Property but do not have improvement assessed value or are the subject of a building permit. In connection with the issuance of the Bonds, land in Anatolia IV will also be designated as "Developed Property" by the owner thereof (however the property is not actually developed) and thereafter will receive a levy of the Special Taxes.

The following table shows development originally planned for the District and the current status of development and the related 2013-14 Special Tax levy.

**Sunridge Anatolia Community Facilities District No. 2003-1
Maximum Special Tax Revenue Projections**

Fiscal Year	Properties with Improvement Assessed Value	Properties with a Building Permit but no Improvement Assessed Value	Final & Tentative Mapped Property	Undeveloped Property ^{(1) (2)}	Total Projected Maximum Special Tax Revenue
2013-14	\$3,294,671	\$116,414	\$880,127	\$179,406	\$4,470,617
2014-15	\$3,360,564	\$118,742	\$897,729	\$182,994	\$4,560,029
2015-16	\$3,427,776	\$121,117	\$915,684	\$186,653	\$4,651,230
2016-17	\$3,496,331	\$123,540	\$933,997	\$190,387	\$4,744,255
2017-18	\$3,566,258	\$126,010	\$952,677	\$194,194	\$4,839,140
2018-19	\$3,637,583	\$128,531	\$971,731	\$198,078	\$4,935,923
2019-20	\$3,710,335	\$131,101	\$991,165	\$202,040	\$5,034,641
2020-21	\$3,784,541	\$133,723	\$1,010,989	\$206,081	\$5,135,334
2021-22	\$3,860,232	\$136,398	\$1,031,209	\$210,202	\$5,238,041
2022-23	\$3,937,437	\$139,126	\$1,051,833	\$214,406	\$5,342,801
2023-24	\$4,016,185	\$141,908	\$1,072,869	\$218,694	\$5,449,657
2024-25	\$4,096,509	\$144,746	\$1,094,327	\$223,068	\$5,558,650
2025-26	\$4,178,439	\$147,641	\$1,116,213	\$227,530	\$5,669,824
2026-27	\$4,262,008	\$150,594	\$1,138,538	\$232,080	\$5,783,220
2027-28	\$4,347,248	\$153,606	\$1,161,308	\$236,722	\$5,898,884
2028-29	\$4,434,193	\$156,678	\$1,184,535	\$241,456	\$6,016,862
2029-30	\$4,522,877	\$159,812	\$1,208,225	\$246,285	\$6,137,199
2030-31	\$4,613,335	\$163,008	\$1,232,390	\$251,211	\$6,259,943
2031-32	\$4,705,601	\$166,268	\$1,257,038	\$256,235	\$6,385,142
2032-33	\$4,799,713	\$169,593	\$1,282,178	\$261,360	\$6,512,845
2033-34	\$4,895,708	\$172,985	\$1,307,822	\$266,587	\$6,643,102
2034-35	\$4,993,622	\$176,445	\$1,333,978	\$271,919	\$6,775,964
2035-36	\$5,093,494	\$179,974	\$1,360,658	\$277,357	\$6,911,483
2036-37	\$5,195,364	\$183,573	\$1,387,871	\$282,904	\$7,049,713
2037-38	\$5,299,271	\$187,245	\$1,415,628	\$288,562	\$7,190,707

(1) No special tax was levied on Undeveloped Property in fiscal year 2013-14.

(2) Does not include Assessor's Parcel Number 067-0090-039-0000 which is currently used as an interim detention basin and may or may not

be developed in future years.
Assessor's Office; City of Rancho Cordova; Goodwin Consulting Group, Inc.

Sources: Sacramento County

Upon the November 2013 termination of the obligation of the City to pay the Master Developer excess Special Tax collections, the City can choose to continue to levy Developed Property at the maximum rate and use the excess collections for District authorized improvements financed on a "pay-as-you-go" basis or discontinue the maximum levy and lower the Special Tax levy. Based on the current level of annual debt service, removing the pay as you go funding in future years will reduce the annual Special Tax Requirement which may result in the annual special tax levy on Developed Property being reduced proportionately.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "BOND OWNERS' RISKS."

Development Status

The following table shows the development status of the District as of October 2013.

**Sunridge Anatolia Community Facilities District No. 2003-1
Status of Development**

FY 2013-14 Tax Category	Status of FY 2013-14 Tax Levy	Number of Lots/Units	Land Assessed Value	Improvement Assessed Value	Total Assessed Value ⁽¹⁾	FY 2013-14 Maximum Special Tax	FY 2013-14 Special Tax Levy	Projected Debt Lien ⁽²⁾
	Has Improvement Value on Fiscal Year 2013-14 Property Tax Roll (3)	2,340	\$187,663,437	\$443,248,291	\$630,911,728	\$3,294,671	\$3,294,671	\$51,495,157
Developed Property	Building Permit but no Improvement Value	80	\$2,572,678	\$0	\$2,572,678	\$116,414	\$116,414	\$1,819,533
	Final Mapped Parcels (4)	406	\$17,184,734	\$0	\$17,184,734	\$808,084	\$808,084	\$12,630,218
	Tentative Mapped Parcels (4) (5)	1	\$1,556,633	\$0	\$1,556,633	\$72,043	\$72,043	\$1,126,013
Undeveloped Property	Tentative Mapped Parcels (6) (7)	1	\$356,000	\$0	\$356,000	\$179,406	\$0	\$2,804,078
Total		2,828	\$209,333,482	\$443,248,291	\$652,581,773	\$4,470,617	\$4,291,212	\$69,875,000

(1) Does not include Assessor's Parcel Number 067-0090-039-0000 which is currently used as an interim detention basin and may or may not be developed in future years.

(2) Represents the projected debt lien based on the CFD No. 2003-1 outstanding debt for the Series 2005 Bonds, Series 2007 Bonds, Series 2012 Refunding Bonds and an estimated \$12,000,000 of Series 2013 Bonds. Calculated based on the Maximum Special Tax for fiscal year 2013-14 and not the actual fiscal year 2013-14 special tax levy.

(3) 2,338 of these parcels are residential and have a total FY 2013-14 Maximum Special Tax of \$3,243,132. The remaining 2 parcels are a commercial property and a recreation center property, with a combined total FY 2013-14 Maximum Special Tax of \$51,539.

(4) Final Mapped Parcels and Tentative Mapped Parcels in the Developed Property category are either (i) within Zones 1, 2, or 5, which are explicitly defined as Developed Property, or (ii) within Zone 3 and had a final map recorded prior to June 1, 2013.

(5) This parcel is planned for development of 238 multi-family units.

(6) Represents Zone 4 property planned for 203 RD-10 units, but proposed for development as 144 RD-7 units.

(7) This property will become Developed Property and have a special tax levied in fiscal year 2013-14 if and when the property owner submits a Redesignation Request.

2013 Bonds Sources: *Sacramento County Assessor's Office, City of Rancho Cordova, and Goodwin Consulting Group, Inc.*

Assessed Values and Value-to-Burden Ratios

Assessed Value History. The table below shows a six-year history of assessed values of the property in the District.

Sunridge Anatolia Community Facilities District No. 2003-1 Assessed Valuation History

Fiscal Year	Land Assessed Value	Improvement Assessed Value	Total Assessed Value
2013-14	\$209,333,482	\$443,248,291	\$652,581,773
2012-13	200,209,648	395,001,314	595,612,099
2011-12	215,790,904	414,484,838	630,275,742
2010-11	224,324,088	400,691,493	625,015,581
2009-10	260,930,074	406,061,316	666,991,390
2008-09	307,506,302	520,186,781	827,693,073

Source: Sacramento County Tax Collector's Office and Goodwin Consulting Group, Inc.

Value-to-Burden Ratios. The 2013-14 assessed value for all taxable property in the District subject to a Special Tax levy is \$652,581,773. Based on the Bonds principal amount of \$_____ and outstanding Senior Lien Bonds of \$57,857,000, and overlapping general obligation and Mello-Roos debt outstanding of \$_____ (see "Direct and Overlapping Governmental Obligations" below), the assessed value to lien ratio for the District is _____.1.

The table below shows the approximate projected value-to-burden ratio for the parcels in the District currently classified as Developed Property and subject to the Special Tax levy, based on the assessed values reported by the County Assessor for fiscal year 2013-14, the Outstanding principal amount of the Senior Lien Bonds, and Bonds.

No assurance can be given that the amounts shown in this table will conform to those ultimately realized in the event of a foreclosure action following delinquency in the payment of the Special Taxes.

**Sunridge Anatolia Community Facilities District No. 2003-1
Value-to-Burden Ratios**

Value-to-Burden	Number of Lots/Units ⁽¹⁾	Land Assessed Value	Improvement Assessed Value	Total Assessed Value	FY 2013- 14 Maximum Special Tax ⁽¹⁾	FY 2013-14 Actual Tax Levy	Projected Debt Lien ⁽²⁾
20:1 and Above	8	\$2,088,585	\$7,444,338	\$9,532,923	\$23,693	\$23,693	\$370,320
15:1 to 20:1	238	\$20,516,985	\$60,953,802	\$81,470,787	\$314,046	\$314,046	\$4,908,494
10:1 to 15:1	1,798	\$142,852,599	\$336,690,156	\$479,542,755	\$2,515,771	\$2,515,771	\$39,321,081
5:1 to 10:1	294	\$20,636,032	\$37,253,861	\$57,889,893	\$402,597	\$402,597	\$6,292,531
4:1 to 5:1	1	\$1,569,236	\$881,144	\$2,450,380	\$37,033	\$37,033	\$578,820
3:1 to 4:1	1	\$75,197	\$0	\$75,197	\$1,408	\$1,408	\$22,006
2:1 to 3:1	3	\$3,571,990	\$0	\$3,571,990	\$112,946	\$112,946	\$1,765,326
1:1 to 2:1	481	\$14,010,225	\$24,990	\$14,035,215	\$648,695	\$648,695	\$10,138,987
1:1 to 2:1	1	\$1,556,633	\$0	\$1,556,633	\$72,043	\$72,043	\$1,126,013
(MFR Units) ⁽³⁾							
0:1 to 1:1	3	\$2,456,000	\$0	\$2,456,000	\$342,385	\$162,980	\$5,351,421
Total	2,828	\$209,333,482	\$443,248,291	\$652,581,773	\$4,470,617	\$4,291,212	\$69,875,000

(1) Does not include Assessor's Parcel Number 067-0090-039-0000 which is currently used as an interim detention basin and may or may not be developed in future years.

(2) Represents the debt lien for the CFD No. 2003-1 Series 2005 Bonds, Series 2007 Bonds, Series 2012 Refunding Bonds and Series 2013 Bonds; the debt lien is allocated to each VTL category based on the Maximum Special Tax for fiscal year 2013-14 and not the actual fiscal year 2013-14 special tax levy.

(3) This parcel is planned for development of 238 multi-family units.

Sources: Sacramento County Assessor's Office; Goodwin Consulting Group, Inc.

Property Ownership

Neither the Bonds nor the Special Taxes are personal obligations of any owners of Taxable Property within the District.

General. All of the property in the District (other than the Mather East property in Zone 5) was previously owned by Sun Ridge, LLC or Sunridge-Anatolia, LLC (the "**Master Developer**"). Both entities have members related to Angelo K. Tsakopoulos, a local developer and/or his development company, AKT Development Corporation ("**AKT**"). AKT has developed land projects on which have been built over 40,000 homes and 30 million square feet of office, commercial and industrial facilities. The members of Sunridge-Anatolia, LLC are AKT Sunridge-Anatolia Investors LLC (managing member) and Lennar Sun Ridge, LLC. The members of Sun Ridge, LLC are Lennar Sunridge Investors, LLC, AKT Sunridge Investors, LLC, Angelo K. Tsakopoulos, AKT Development Corporation, Markos & Eleni Tsakopoulos-Kounalakis, Tsakopoulos Family Partnership and Mark E. Enes. The property was mapped and master planned for the two entities by AKT Development Corporation. The Master Developer constructed infrastructure improvements for development in the Anatolia areas, including the Facilities financed with proceeds of the Bonds, but did not and does not plan to develop property for end users. At the time of formation of the District, the Mather East portion was owned by Mather East, a California limited partnership unaffiliated with the Master Developer.

The table below shows the top ten taxpayers within the District designated as of January 1, 2013 (the lien date for the 2013-14 County property tax roll, the most recent tax roll for which information is available).

**Sunridge Anatolia Community Facilities District No. 2003-1
Property Ownership by Share of Special Taxes
(as of January 1, 2013)**

Property Owner	Number of Lots/Units	Land Assessed Value	Improvement Assessed Value	Total Assessed Value	FY 2013-14 Maximum Special Tax	FY 2012-13 Actual Special Tax Levy	Projected Debt Lien (1)
LENNAR HOMES OF CALIFORNIA INC	253	\$8,772,258	\$0	\$8,772,258	\$364,498	\$364,498	\$5,935,223
ANATOLIA LLC	2	\$2,100,000	\$0	\$2,100,000	\$162,980	\$162,980	\$2,653,842
RICHMOND AMERICAN HOMES OF MARYLAND INC	100	\$2,987,300	\$0	\$2,987,300	\$152,984	\$152,984	\$2,491,081
MOHAMED JOSEPH SR & SHIRLEY M	106	\$1,620,528	\$275,885	\$1,896,413	\$97,556	\$97,556	\$1,588,532
DONAHUE SCHRIER RLTY GROUP L P	1	\$2,600,000	\$0	\$2,600,000	\$82,465	\$82,465	\$1,342,800
RHNC SUNDANCE SACRAMENTO	1	\$1,556,633	\$0	\$1,556,633	\$72,043	\$72,043	\$1,173,090
SUNRIDGE ANATOLIA LLC	1	\$1,569,236	\$881,144	\$2,450,380	\$37,033	\$37,033	\$603,020
CSS PROPERTIES LLC	1	\$919,704	\$0	\$919,704	\$28,951	\$28,951	\$471,419
KOIDACKEL LLC	1	\$1,294,567	\$5,169,889	\$6,464,456	\$14,506	\$14,506	\$236,206
LENNAR RENAISSANCE INC	7	\$180,084	\$256,716	\$436,800	\$10,709	\$10,709	\$174,376
Total	473	\$23,600,310	\$6,583,634	\$30,183,944	\$1,023,724	\$1,023,724	\$16,669,589

(1) Represents the projected debt lien based on the CFD No. 2003-1 outstanding debt for the Series 2005 Bonds, Series 2007 Bonds, Series 2012 Refunding Bonds and an estimated \$12,000,000 of Series 2013 Bonds. Calculated based on the Maximum Special Tax for fiscal year 2013-14 and not the actual fiscal year 2013-14 special tax levy.

2013 Bonds

Sources: Sacramento County Assessor's Office; Goodwin Consulting Group, Inc.

There were no top ten taxpayers that were delinquent in their taxes beyond the end of each fiscal year since fiscal year 2007-08. Corinthian Homes (Anatolia) LP and CH (Anatolia I) were delinquent at the end of fiscal year 2007-08, but they no longer own parcels in the District.

Estimated Tax Burden on Single Family Homes

Single-Family Detached. The following table shows a sample tax bill for an average single family property with improved value (based on the average assessed value of single-family property with an improved value) using projected tax rates for fiscal year 2013-14.

Sunridge Anatolia Community Facilities District No. 2003-1 Sample Tax Bill Information

<u>Assumptions</u>		<u>Amount</u>
Total Assessed Value (1)		\$266,000
Homeowner's Exemption		(\$7,000)
Net Assessed Value		\$259,000
<u>Ad Valorem Taxes</u>	<u>Applied Percentage</u>	<u>Amount</u>
County Wide 1%	1.0000%	\$2,590
Los Rios College GOB	0.0192	\$50
Total Ad Valorem Taxes	1.0192%	\$2,640
<u>Direct Assessments</u>		<u>Amount</u>
Sunridge Anatolia CFD No. 2003-1 (2)		\$1,408
All Other Direct Assessments (3)		\$970
Total Direct Assessments		\$2,378
Total Property Tax Payment		\$5,018
Percentage of Total Assessed Value		1.89%

(1) Represents the average assessed value of single family properties with an Improved Value.

(2) Equals the "Level 2" Maximum Special Tax rate for fiscal year 2013-14 for parcels in Zone 2, Zone 3, and Zone 5, as defined in the Rate and Method.

(3) Represents the fiscal year 2013-14 total direct assessment amount, excluding the Sunridge Anatolia CFD No. 2003-1 direct assessment, for a sample parcel. .

Sources: Sacramento County Auditor-Controller's Office and Goodwin Consulting Group, Inc.

Direct and Overlapping Governmental Obligations

Overlapping Debt Statement. Contained within the boundaries of the District are certain overlapping local agencies providing public services. Many of these local agencies have outstanding debt. The direct and overlapping debt affecting the District as of August 27, 2012, is shown in the table below, a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. These long-term obligations are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. The amount shown reflects the amount outstanding as of the date indicated and does not reflect the amount of authorized but unissued debt.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies that have outstanding debt as of the date of the Debt Report and whose territory overlaps the District; (2) the second column shows the percentage of the assessed valuation of the overlapping public agency identified in column 1 which is represented by property located within the District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the District, as determined by multiplying the total outstanding debt of each agency by the percentage of the public agency's assessed valuation represented in column 2.

Direct and Overlapping Governmental Obligations
As of _____, 2013

[to come?]

Special Tax Collection and Delinquency Rates

Overall Delinquencies. The table below shows the collections and delinquencies of the Special Taxes as of the end of the past six fiscal years, with updated delinquency amounts as of July 9, 2013.

Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Collections and Delinquencies Fiscal Years 2007-08 through 2012-13

Fiscal Year	<u>As of the end of each Fiscal Year</u>			<u>As of July 9, 2013</u>		
	Number of Parcels Delinquent	Amount Delinquent	Percentage Delinquent	Number of Parcels Delinquent	Amount Delinquent	Percentage Delinquent
2012-13	16	\$11,094	0.26%	16	\$11,094	0.26%
2011-12	30	\$31,743	0.77%	0	0	0.00%
2010-11	61	59,384	1.47	0	0	0.00 ⁽¹⁾
2009-10	75	74,080	1.87	0	0	0.00 ⁽¹⁾
2008-09	149	147,204	3.79	0	0	0.00 ⁽¹⁾
2007-08	357	355,119	9.32	0	0	0.00 ⁽²⁾

(1) The Sacramento County Tax Collector's Office reports that all prior year delinquent amounts were remitted to the City through the Teeter Plan.

(2) All delinquent taxes were stripped from the County Tax Roll and collected directly by a foreclosure attorney on behalf of the City.

Sources: Sacramento County Tax Collector's Office; Goodwin Consulting Group, Inc.

Prior or Pending Foreclosure Actions. The City annually reviews its foreclosure covenant with respect to the Bonds and has not been required to undertake any foreclosure proceedings since the initial series of Bonds was issued.

Potential Consequences of Special Tax Delinquencies

General. Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the Bonds. See "BOND OWNERS' RISKS."

Special Tax Enforcement and Collection Procedures. The City could receive additional funds for the payment of debt service through foreclosure sales of delinquent property, but no assurance can be given as to the amount foreclosure sale proceeds or when foreclosure sale proceeds would be received. The City has covenanted in the Fiscal Agent Agreement to take certain enforcement actions and commence and pursue foreclosure proceedings against delinquent parcels under the terms and conditions described in this Official Statement. See "SECURITY FOR THE BONDS — Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Foreclosure actions would include, among other steps, formal City Council action to authorize commencement of foreclosure proceedings, mailing multiple demand letters to the record owners of the delinquent parcels advising them of the consequences of failing to pay the applicable special taxes and contacting secured lenders to obtain payment. If these efforts were unsuccessful, they would be followed (as needed) by the filing of an action to foreclose in superior court against each parcel that remained delinquent.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the

District. See "SECURITY FOR THE BONDS – Rate and Method." In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "BOND OWNERS' RISKS."

BOND OWNERS' RISKS

The purchase of the Bonds involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Junior Lien Bonds With Transfer Restrictions

Junior Lien Bonds. Investment in the Bonds involves subordinate security and risks that may not be appropriate for some investors. Special Taxes that would be available for payment of the Bonds is dependent in part upon payment of Special Taxes by owners of undeveloped land.

Limitation on Transfer. Owner of the Bonds may transfer the Bonds, but only in whole and not in part, to an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, to a transferee that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations (as described in the Fiscal Agent Agreement). Any transfer of Bonds that is not made in accordance with the requirements of the Fiscal Agent Agreement to that effect shall be null and void.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the Bonds.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of

delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "-Property Tax Delinquencies" below. For a summary of recent Special Tax collection and delinquency rates in the District, see "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner, including situations in which the County initially sent property tax bills to the property developer or merchant builder at a time when the parcels in question had already been sold to individual homeowners. Delinquencies can also reflect economic difficulties and duress by the property owner. See "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Numerous future delinquencies by the owners of Taxable Property in the District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Surplus Special Tax Revenues necessary to pay debt service on the Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the Bonds. See "SECURITY FOR THE BONDS –Reserve Fund," and "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Measures to Mitigate Consequences of Continuing Delinquencies. The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure"); and increasing the levy of Special Taxes against non-delinquent property owners in the District, to the extent permitted under the Rate and Method and the Act and to the extent the Special Taxes are not already being levied at the Maximum Special Tax rate. See "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Risks Related to Homeowners With High Loan-to-Value Ratios

Any future decline in home values in the District could result in property owner unwillingness or inability to pay mortgage payments, as well as ad valorem property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Payment of Special Tax is Not a Personal Obligation of the Property Owners

An owner of Taxable Property is not personally obligated to pay the Special Taxes. Rather, the Special Taxes are an obligation running only against the parcels of Taxable Property. If, after a default in the payment of the Special Tax and a foreclosure sale by the City, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the affected parcels of Taxable Property, the City has no recourse against the owner.

Property Values

The value of Taxable Property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions. For a brief description of a prior water contamination issue in the District, see "THE DISTRICT – Environmental Matters - Jet Fuel Plume Affecting Local Water Supplies."

The following is a discussion of specific risk factors that could affect the value of property in the District.

Risks Related to Availability of Mortgage Loans. The current state of the world-wide capital markets has adversely affected the availability of mortgage loans to homeowners, including potential buyers of homes within the District. Any such unavailability could hinder the ability of the current homeowners to resell their homes, or the sale of newly completed homes in the future.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "THE DISTRICT – Environmental Conditions."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Future Property Development

Continuing development of the parcels in the District may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the developer, water or electricity shortages, discovery on the undeveloped property of any plants or animals in their habitat that have been listed as endangered species, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the property in the District.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "THE DISTRICT – Direct and Overlapping Governmental Obligations" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of Taxable Property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "— Bankruptcy and Foreclosure Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE BONDS – Rate and Method."

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land;

and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a special tax formula which determines the special tax due each year are

specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the Bonds.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement for the Bonds. See "SECURITY FOR THE BONDS –Reserve Fund." The Reserve Fund will be used to pay principal of and interest on the Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Special Taxes not being paid in full.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in the District or the lending of money secured by property in the District. The Act and the Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondholder is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondholder and will be entitled to exercise all rights and remedies of Bond holders.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS – Tax Exemption," interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Taxes. See "THE BONDS – Redemption."

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of such Bonds might be affected as a result of such an audit of such Bonds (or by an audit of similar bonds or securities).

Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bondowners from realizing the full current benefit of the tax status of such interest.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Bonds.

Proposition 218 - Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District and its obligations can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the Bonds or obligations that present similar tax issues as the Bonds.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX E.

Tax Exemption

Opinion of Bond Counsel. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code") that must be satisfied subsequent to the issuance of the Bonds. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a 2012 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a 2012 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. De minimis original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2012 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2012 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2012 Bond (said term being the shorter of the 2012 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2012 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2012 Bond is amortized each year over the term to maturity of the 2012 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2012 Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

No Litigation

At the time of delivery of the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City or the District has been served with process or threatened, which:

- in any way questions the powers of the City Council or the City, or
- in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of the Bonds, or
- wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the purchase contract with respect to the Bonds, or
- which, in any way, could adversely affect the validity or enforceability of the resolutions of the City Council adopted in connection with the formation of the District or the issuance of the Bonds,

the Fiscal Agent Agreement, the Continuing Disclosure Agreement or the purchase contract with respect to the Bonds, or

- to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, or
- in any other way questions the status of the Bonds under State tax laws or regulations.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District and the Bonds by not later than nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30) (the "**Annual Report**") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in APPENDIX D.

The City has existing disclosure undertakings that have been made pursuant to the Rule. In the previous five years, the City has not failed to comply, in any material respect, with an undertaking under the Rule, although its audited financial statements appear to have been filed within 60 days after the requisite 9 month period for one fiscal year's report. With respect to event notices that may have been required in connection with changes in insured ratings resulting from bond insurer downgrades in the previous five years, the City filed several such notices, but may not have filed all required event notices for such ratings changes in a timely manner.

UnderwriterNO RATING

The City has not obtained a formal credit rating on the Bonds. Nothing should be assumed from any credit rating that the City may obtain for other purposes. Prospective purchasers of the Bonds are required to make independent determinations as to the credit quality of the Bonds and their appropriateness as an investment.

UNDERWRITING

The Bonds are being purchased by Piper Jaffray & Co. (the "**Underwriter**"), at a purchase price of \$_____ (which represents the aggregate principal amount of the Bonds. The Underwriter expects to sell all of the Bonds to one or more persons or entities affiliated with the owner of land in the Anatolia IV area of the District.

The purchase agreement relating to 2013 Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the 2012 to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

PROFESSIONAL FEES

In connection with the issuance of the Bonds, fees or compensation payable to certain professionals are contingent upon the issuance and delivery of the Bonds. Those professionals include:

- the Underwriter;
- Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel;
- Goodwin Consulting Group, Inc., as special tax consultant (but only as to a portion of its fees);
- Public Financial Management, Inc., as Financial Advisor; and
- U.S. Bank National Association, as Fiscal Agent for the Bonds.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF RANCHO CORDOVA

By: _____
Finance Director

APPENDIX A

SACRAMENTO COUNTY AND CITY OF RANCHO CORDOVA DEMOGRAPHIC INFORMATION

General

The City. The City of Rancho Cordova (the "**City**"), incorporated on July 1, 2003, is located in the northeastern portion of Sacramento County (the "**County**"). The former Mather Air Force Base and Aerojet Manufacturing, a major supplier of space and defense missiles, were the driving economic forces that established the pre-cityhood community of Rancho Cordova. Since the end of the Cold War and closing of Mather Air Force Base in 1992, the area that would eventually be the City of Rancho Cordova emerged as a commercial center in Sacramento County with more than 50,000 jobs in over 3,000 business establishments.

Organized as a General Law City under State law, the City operates under the Council-Manager form of government with policy-making and legislative authority vested in a governing council. The City provides municipal services within its 34.8 square mile border for a population of 66,093, according to estimates of the State of California Department of Finance. The City contracts many of its residential services to outside agencies. The largest contracts are for law enforcement services with the Sacramento County Sheriff's Department and street maintenance services with the Sacramento County Public Works Department.

The County. The County was incorporated in 1850 as one of the original 27 counties of the State of California. The County's largest city, the City of Sacramento, is the seat of government for the State of California and also serves as the county seat. Sacramento became the State Capital in 1854. The County is the major component of the Sacramento Metropolitan Statistical Area ("**SMSA**") which includes Sacramento, El Dorado, and Placer Counties.

Sacramento County encompasses approximately 994 square miles in the middle of the 400-mile long Central Valley, which is California's prime agricultural region. The County is bordered by Contra Costa and San Joaquin Counties on the south, Amador and El Dorado Counties on the east, Placer and Sutter Counties on the north, and Yolo and Solano Counties on the west. (Map of Bordering Counties) Sacramento County extends from the low delta lands between the Sacramento and San Joaquin rivers north to about ten miles beyond the State Capitol and east to the foothills of the Sierra Nevada Mountains. The southernmost portion of Sacramento County has direct access to the San Francisco Bay.

Population

The following table lists population figures for the City, the County and the State for the last five years. The City is immediately adjacent to the City of Sacramento.

**CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
AND STATE OF CALIFORNIA
Population Estimates**

<u>Calendar Year</u>	<u>City of Rancho Cordova</u>	<u>County of Sacramento</u>	<u>State of California</u>
2009	62,724	1,406,168	36,966,713
2010	64,024	1,417,259	37,223,900
2011	65,475	1,427,961	37,427,945
2012	65,973	1,433,525	37,668,804
2013	66,927	1,445,806	37,966,471

Source: State Department of Finance estimates (as of January 1).

Employment and Industry

The unemployment rate in the Sacramento-Arden Arcade-Roseville MSA was 8.5 percent in August 2013, down from a revised 8.9 percent in July 2013, and below the year-ago estimate of 10.4 percent. This compares with an unadjusted unemployment rate of 8.8 percent for California and 7.3 percent for the nation during the same period. The unemployment rate was 7.9 percent in El Dorado County, 7.4 percent in Placer County, 8.9 percent in Sacramento County, and 8.1 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento Metropolitan Statistical Area (which includes Sacramento, Placer, Yolo and El Dorado Counties) for calendar years 2008 through 2012.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA El Dorado, Placer, Sacramento, Yolo Counties Employment by Industry Annual Averages

	2008	2009	2010	2011	2012
Civilian Labor Force ⁽¹⁾	1,046,800	1,052,000	1,049,900	1,044,300	1,048,000
Employment	973,000	935,200	918,700	920,300	938,700
Unemployment	73,800	116,800	131,200	124,000	109,300
Unemployment Rate	7.0%	11.1%	12.5%	11.9%	10.4%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,200	8,300	8,100	8,200	8,600
Mining and Logging	700	400	400	400	400
Construction	56,200	43,500	38,400	36,900	37,300
Manufacturing	38,700	34,400	32,800	33,200	33,900
Wholesale Trade	26,500	24,100	22,800	23,600	25,300
Retail Trade	95,100	87,600	88,000	89,400	91,600
Transportation, Warehousing and Utilities	25,100	23,200	21,700	21,100	21,900
Information	19,200	18,300	17,200	16,300	15,300
Finance and Insurance	43,100	40,200	36,100	34,600	35,300
Real Estate and Rental and Leasing	14,100	12,700	12,200	12,000	12,300
Professional and Business Services	110,100	101,100	102,200	104,200	110,600
Educational and Health Services	99,700	99,800	99,400	102,600	105,500
Leisure and Hospitality	85,900	81,900	80,200	81,700	83,300
Other Services	29,600	28,800	28,100	28,000	28,200
Federal Government	12,500	13,300	14,600	14,000	13,700
State Government	111,400	111,900	110,900	109,700	108,100
Local Government	114,300	110,200	104,700	100,900	99,500
Total, All Industries ⁽³⁾	890,200	839,700	817,900	816,800	831,000

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The major private sector employers as of June 30, 2012 in the City are shown below.

**CITY OF RANCHO CORDOVA
MAJOR EMPLOYERS
June 30, 2012**

Employer Name	No. of Employees
Health Net Federal Services	2544
Vision Service Plan	1850
GenCorp, Inc. (Aerojet)	1665
Sutter Health/Sutter Connect	1400
Delta Dental	1328
Verizon	1000
Franklin Templeton Investments	1000
Catholic Healthcare West	900
Bank of America	800
Volcano Corporation	700

Source: City of Rancho Cordova.

The major employers in the County are shown below.

**COUNTY OF SACRAMENTO
MAJOR EMPLOYERS- LISTED ALPHABETICALLY
(As of June 1, 2013)**

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (Mfrs)
American River College	Sacramento	Schools-Cooking
Ampac Fine Chemicals LLC	Rancho Cordova	Chemicals-Manufacturers
California Dept of Transport	Sacramento	Government Offices-Us
California Prison Ind Auth	Folsom	State Govt-Correctional Institutions
California State University	Sacramento	Schools-Universities & Colleges Academic
Corrections Dept	Sacramento	State Govt-Correctional Institutions
Csus	Sacramento	Schools-Universities & Colleges Academic
Delta Dental	Rancho Cordova	Insurance
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Government-Job Training/Voc Rehab Svcs
Environmental Protection Agcy	Sacramento	State Government-Environmental Programs
Exposition & Fair	Sacramento	Government Offices-State
Gen Corp Inc	Rancho Cordova	Marketing Programs & Services
Intel Corp	Folsom	Semiconductor Devices (Mfrs)
Mercy Hospitals Regional Rehab	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Medical Centers
Methodist Hospital-Sacramento	Sacramento	Hospitals
Municipal Services Agency	Sacramento	Government Offices-County
Sacramento Bee	Sacramento	Newspapers (Publishers/Mfrs)
Sacramento Kings	Sacramento	Sports Teams
Sacramento Regional Transit	Sacramento	Bus Lines
Securitas Security Svc USA	Sacramento	Security Guard & Patrol Service
Uc Davis Medical Ctr	Sacramento	Hospitals
Water Resource Dept	Sacramento	State Government-Environmental Programs

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2014 1st Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the County of Sacramento, the State and the United States for the period 2008 through 2012.

COUNTY OF SACRAMENTO Effective Buying Income 2008 through 2012

Year	Area	Total Effective Buying Income (000s' Omitted)	Median Household Effective Buying Income
2008	City of Rancho Cordova	\$1,114,528	\$39,602
	Sacramento County	30,497,550	46,903
	California	832,531,445	48,952
	United States	6,443,994,426	42,303
2009	City of Rancho Cordova	\$1,134,448	\$39,739
	Sacramento County	31,079,118	47,353
	California	844,823,319	49,736
	United States	6,571,536,768	43,252
2010	City of Rancho Cordova	\$1,080,110	\$38,151
	Sacramento County	28,891,811	44,449
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Rancho Cordova	\$1,010,875	\$37,820
	Sacramento County	28,869,888	44,185
	California	814,578,458	41,062
	United States	6,438,704,664	41,253
2012	City of Rancho Cordova	\$1,242,695	41,709
	Sacramento County	28,956,570	43,682
	California	864,088,828	47,307
	United States	6,737,867,730	41,358

Source: The Neilson Company Inc..

Commercial Activity

In 2009, the State Board of Equalization converted the business codes of sales and use tax permit holders to North American Industry Classification System codes. As a result of the coding change, data for 2009 is not comparable to that of prior years.

A summary of historic taxable sales within the County during the past five years in which data is available is shown in the following table. During the first, two quarters of calendar year 2012, total taxable transactions in the City were reported to be \$9,213,552,000, a 7.03% increase over the total taxable sales of \$8,608,749,000 that were reported in the City during the first, two quarters of calendar year 2011. A summary of historic taxable sales within the City during the years indicated in which data is available is shown in the following table. Annual figures for 2012 are not yet available.

CITY OF RANCHO CORDOVA Taxable Transactions (Figures in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2007	742	553,957	1,633	860,872
2008	796	538,229	1,650	809,294
2009	944	480,853	1,511	722,685
2010	1,161	619,057	1,914	924,225
2011	1,108	766,808	1,834	1,158,566

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

During the first, two quarter of calendar year 2012, total taxable transactions in the County were reported to be \$600,995,000, a 8.54% increase over the total taxable sales of \$553,695,000 that were reported in the County during the first, two quarter of calendar year 2011. A summary of historic taxable sales within the County during the years indicated in which data is available is shown in the following table. Annual figures for 2012 are not yet available.

COUNTY OF SACRAMENTO Taxable Transactions (Figures in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2007	15,724	14,253,867	35,023	20,560,510
2008	17,363	12,973,537	35,547	19,331,847
2009	22,197	11,252,319	31,644	16,563,853
2010	23,158	11,615,687	32,789	16,904,528
2011	22,198	12,502,808	31,682	18,003,765

Source: California State Board of Equalization, Taxable Sales in California.

Building and Construction

Provided below are the building permits and valuations for the City for calendar years 2006 through 2010.

CITY OF RANCHO CORDOVA Total Building Permit Valuations (Valuations in Thousands)

	2006	2007 ⁽¹⁾	2008	2009 ⁽²⁾	2010
<u>Permit Valuation</u>					
New Single-family	\$137,800.0	\$144,631.0	\$67,761.0	\$69,127.8	\$48,726.0
New Multi-family	0.0	241.5	0.0	0.0	2,456.6
Res. Alterations/Additions	2,110.9	2,269.4	1,379.0	2,056.4	2,349.2
Total Residential	139,910.9	147,141.9	69,140.0	71,184.2	53,531.9
New Commercial	5,117.0	49,491.4	54,576.3	10,147.9	235.2
New Industrial	3,540.0	1,768.0	0.0	0.0	0.0
New Other	638.0	1,987.5	6,308.5	691.6	2,567.3
Com. Alterations/Additions	18,008.0	11,047.3	9,981.6	22,780.7	19,492.2
Total Nonresidential	\$27,303.0	64,294.2	70,866.3	33,620.2	22,294.7
<u>New Dwelling Units</u>					
Single Family	509	575	377	305	187
Multiple Family	0	6	0	0	18
TOTAL	509	581	377	305	205

(1) A \$17.4 million office development was added in 2007.

(2) A \$10.1 million retail store was built in 2009.

Source: Construction Industry Research Board, Building Permit Summary.

Provided below are the building permits and valuations for the County for calendar years 2006 through 2010.

COUNTY OF SACRAMENTO Total Building Permit Valuations (Valuations in Thousands)

	2006	2007	2008	2009	2010
<u>Permit Valuation</u>					
New Single-family	\$840,839.0	\$695,003.0	\$381,937.3	\$199,795.8	\$199,008.8
New Multi-family	207,490.6	93,457.2	113,690.7	8,310.0	32,680.9
Res. Alterations/Additions	185,078.1	208,362.1	208,941.5	173,522.6	181,074.7
Total Residential	1,233,407.7	996,822.2	704,569.5	381,628.4	412,764.5
New Commercial	282,477.9	356,053.5	486,728.2	76,831.2	52,031.6
New Industrial	68,027.4	35,786.2	40,037.4	3,892.4	2,481.3
New Other	284,867.5	125,149.0	124,950.7	57,847.7	56,735.4
Com. Alterations/Additions	748,077.2	371,320.4	513,791.8	369,332.1	242,724.5
Total Nonresidential	\$1,981,484.9	\$888,309.1	\$1,165,508.1	\$507,903.4	353,972.8
<u>New Dwelling Units</u>					
Single Family	4,318	3,384	1,933	881	843
Multiple Family	2,345	839	1,231	92	338
TOTAL	6,663	4,223	3,164	973	1,181

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX B

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1**

APPENDIX C

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated

subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

\$ _____
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
2013 JUNIOR LIEN SPECIAL TAX BONDS

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the City of Rancho Cordova (the "District") in connection with the issuance of the bonds captioned above (the "2013 Bonds"). The 2013 Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of December 1, 2013, (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the holders and beneficial owners of the 2013 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently March 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Goodwin Consulting Group, Inc., or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"Official Statement" means the final official statement dated _____, 2013, executed by the City in connection with the issuance of the 2013 Bonds.

"Participating Underwriter" means Piper Jaffray & Company, the original underwriter of the 2013 Bonds required to comply with the Rule in connection with offering of the 2013 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2014, with the report for the 2012-13 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR THE DISTRICT AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE

FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the 2013 Bonds:

(1) Principal amount of Bonds and Senior Lien Bonds (as defined in the Fiscal Agent Agreement) outstanding under the Fiscal Agent Agreement.

(2) Balance in Improvement Fund.

(3) Balance in Reserve Fund.

(4) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year.

(5) Table showing a five-year history of assessed value in the District for land and improvements, similar to the table presented in the Official Statement.

(6) Table showing status of development in the District, similar to the table presented in the Official Statement.

(7) Status of foreclosure proceedings and summary of results of foreclosure sales, if available.

(8) Identity of any delinquent taxpayer representing more than 5% of levy and value-to-lien ratios of applicable properties (using assessed values unless more accurate information is available).

(c) For so long as there is any owner of property in the District whose properties in the District collectively represent 10% or more of the Special Taxes, the following information regarding the status of development in the District:

(1) Significant amendments to land use entitlements.

(2) Status of any legislative, administrative and judicial challenges to the construction of the development known to the Issuer.

(3) Assessed valuation of property shown on County Assessor's tax rolls with no "improvements" value in the District for the current (as of the date of the report) fiscal year.

(4) List of landowners (as shown County Assessor's tax roll) and assessor's parcel number(s) of parcels held by owners whose properties collectively represent 10% or more of the Special Taxes for the current (as of the date of the report) fiscal year.

(5) Number of building permits issued by the City for property in the District for the reported fiscal year.

(d) For so long as any owner of property in the District whose properties in the District collectively represent 10% or more of the total Special Tax for the entire District, the information contained in Section 4 of the Continuing Disclosure Agreement executed by such property owner at the time of issuance of the 2013 Bonds.

(e) In addition to any of the information expressly required to be provided under paragraphs (a), (b) and (c) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2013 Bonds, or other material events affecting the tax status of the 2013 Bonds.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City.
- (13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the

ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

- (14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Agreement, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2013 Bonds. If such termination occurs prior to the final maturity of the 2013 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Goodwin Consulting Group, Inc.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the 2013 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the 2013 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the 2013 Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2013 Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Agreement, the Participating Underwriter or any holder or beneficial owner of the 2013 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the

event of any failure of the City to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2013 Bonds.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the 2013 Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2013

CITY OF RANCHO CORDOVA for and on behalf of
the CITY OF RANCHO CORDOVA SUNRIDGE
ANATOLIA COMMUNITY FACILITIES DISTRICT
NO. 2003-1

By: _____
Assistant City Manager

AGREED AND ACCEPTED:
Goodwin Consulting Group, Inc.,
as Dissemination Agent

By: _____

Name: _____

Title: _____

EXHIBIT A**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Rancho Cordova

Name of Bond Issue: City of Rancho Cordova
Sunridge Anatolia Community Facilities District No. 2003-1
2013 Junior Lien Special Tax Bonds

Date of Issuance: _____, 2013

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated _____, 2013 executed by the City and countersigned by Goodwin Consulting Group, Inc., as dissemination agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

Goodwin Consulting Group, Inc.

By: _____
Its: _____

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

_____, 2013

City Council
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

OPINION: \$_____ City of Rancho Cordova Sunridge Anatolia Community Facilities
District No. 2003-1 2013 Junior Lien Special Tax Bonds

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Rancho Cordova (the "City") of \$_____ City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 2013 Junior Lien Special Tax Bonds (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of November 1, 2013 (the "Fiscal Agent Agreement") by and between the City on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 and U.S. Bank National Association. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation and public body, corporate and politic organized and existing under the laws of the State of California, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement, and perform the agreements on its part contained therein and issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that such interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F
COMMUNITY FACILITIES DISTRICT BOUNDARY MAP

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **AT&T TELECOMMUNICATIONS FACILITY LIMITED USE PERMIT; PROJECT NO. DD8085 – LOCATED AT 12303 FOLSOM BOULEVARD**



PROPERTY OWNER: Steve and Julie Ryan Trustees Mr. Steve Ryan 12303 Folsom Boulevard Rancho Cordova, CA 95742	APPLICANT/DEVELOPER: Allen Fink DIS/Ericsson for AT&T Wireless 1428 Live Oak Lane Auburn, CA 95603
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PROJECT: AT&T Telecommunication mono-pine FILE: DD8085 LOCATION: 12303 Folsom Boulevard APN: 069-0160-014 PLANNER: William Campbell
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RECOMMENDATION

Adopt Resolution 126-2013, approving the Limited Use Permit, subject amended plans for a Mono-pine style pole and the Conditions of Approval.

RESULT OF RECOMMENDED ACTION

Approval of the Limited Use Permit, either as amended conditions of approval, would increase the service coverage of the AT&T system in an area that is currently underserved.

BACKGROUND

City Council requested a de novo review of the administrative approval on November 4, 2013. Under such a review, the Council considered the alternate design for a mono-pine style telecommunication tower and determined this design better suited the objectives of the Zoning Code, regulating telecommunication facilities. At the conclusion of the discussion and with the concurrence of the applicant, the City Council approved the Limited Use Permit, subject to the mono-pine design and the original conditions of approval.

ATTACHMENT

Resolution 126-2013, including the Design Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 126-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A LIMITED USE PERMIT FOR A 93 FOOT MONO-PINE TELECOMMUNICATION
TOWER, LOCATED ON THE NORTH SIDE OF FOLSOM BOULEVARD, WEST OF HAZEL
AVENUE, PROJECT #DD8085**

WHEREAS, DIS/Ericsson for AT&T Wireless (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for the approval of a Limited Use Permit Limited Use Permit that would allow the installation of a 93 foot tall mono-pine. This mono-pine would have 12 panel antennas at two levels, 2 future microwave dishes and an 11 ½ foot by 28 foot prefabricated shelter with propane tank and generator all enclosed by a solid redwood fence. The location of the mono-pine and supporting equipment is behind Rudy's Hideaway, located at 12303 Folsom Boulevard; and

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 069-0160-014; and

WHEREAS, on September 30, 2013 the Planning Department conducted a duly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing and approved the Limited Use Permit; and

WHEREAS, the City Council filed a "Council Call-up" per Section 21167.030, therefore making the City Council the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a duly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council:

Approves the Limited Use Permit, subject to the following findings and supporting evidence:

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is consistent with the Environmental Impact Report prepared for the General Plan and is Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, as supported by the following Findings and Evidence:
 - A. Finding: *The project has been reviewed and is in accordance with the Guidelines of the California Environmental Quality Act.*
Evidence: This proposed telecommunication tower is Categorically Exempt under Section 15303 New Construction or Conversion of Small Structures. The proposed project involves the installation of a mono-pine and ground mounted equipment shelter that is approximately 11'x28' within a fenced enclosure. No dangerous or hazardous materials will be stored on site. The facility is located behind the existing building and not visible from the public right of way.

2. The project is consistent with all findings outlined in Chapter 23.125.030 of the Zoning Code, as follows:

A. Finding: *The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code, Municipal Code, General Plan, and any applicable Specific Plans or City regulations/standards.*

Evidence: The proposed use is allowed in the General Commercial (GC) Zone upon issuance of a Limited Use Permit. The proposed project was reviewed by all interested City departments and service providers. The project is consistent with the General Plan and the applicable provisions of the Zoning Code. Conditions of Approval are included to ensure the use is compatible with the site and not impacting to other uses in the area (see **Exhibit B**).

B. Finding: *The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of any physical constraints and can be conditioned to meet all related performance criteria and development standards.*

Evidence: The mono-pine and support equipment are located behind the existing building fronting on Folsom Boulevard. The pad will not impact the circulation pattern of the parking lot, nor reduce the required parking for the restaurant. Existing utilities to support the telecommunication facility are currently located on site, without the need to expand over-head power in lines. The system does not require any other utility to operate. The ground mounted support equipment will be screened by a solid wood fence to hide the equipment cabinets (see **Exhibit A**).

C. Finding: *Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, nor would it be materially injurious to persons, property, or improvements in the vicinity in which the project is located.*

Evidence: The granting of the permit will expand the coverage of the AT&T system, which is currently impacted by the lack of coverage in this area. The system coverage maps show the need for the new equipment in order to improve wireless communication. As previously mentioned, it will not be visually impacting by the screening fence from the public right of way. The mono-pine will be installed in order to mask the tower to the greatest extent, as demonstrated in the approved plans and subject to the Conditions of Approval (**Exhibit B**).

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



JeffreyRome | ASSOCIATES

architecture | telecommunications
1 San Joaquin Plaza, Suite 250
Newport Beach, California 92660
tel 949.760.3929 | fax 949.760.3931

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AT&T MOBILITY IS STRICTLY PROHIBITED.

CONSULTANT
CAL VADA
SURVEYING, INC.

411 Jorda Cir., Suite 205, Corona, CA 92680
Phone: 951-263-8888 Fax: 951-263-8748
Tel Fax: 951-263-8888
www.calvada.com
JOS NO. 13448

PREPARED FOR



4430 Rosewood Drive
Pleasanton, California 94588

APPROVALS

R.F. ENGINEER	DATE
SITE ACQ AND ZONING	DATE
CM	DATE
AT&T CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME
CVU3070

PROJECT NUMBER
NIMBUS

12303 FOLSOM BOULEVARD
RANCHO CORDOVA, CA 95742
SACRAMENTO COUNTY

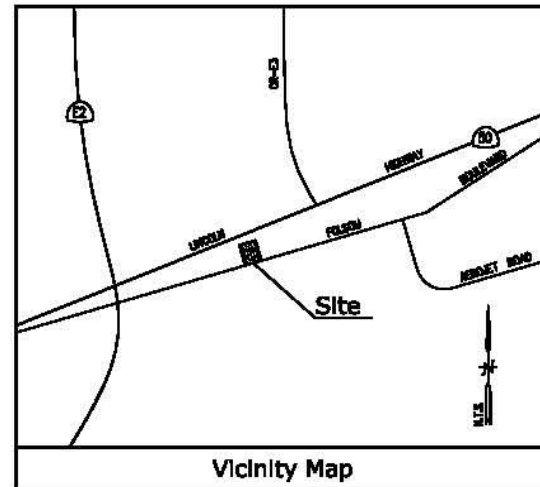
PROJECT TYPE:

DRAWING DATES		
DRAWN BY:	HP	
CHECKED BY:	RG	
DATE	DESCRIPTION	REV.
08/28/13	SUBMITTAL	0
07/24/13	TITLE REPORT/FINAL SURVEY 1	

SHEET TITLE
TOPOGRAPHIC SURVEY

C-1

SHEET 1 OF 1



Title Report

PREPARED BY: STEWART TITLE OF SACRAMENTO
ORDER NO.: 08-01788 ON
DATE: JUNE 18, 2013

Legal Description

ALL THAT PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 16, AND PARCEL A, AS SHOWN ON PARCEL MAP RECORDED IN BOOK 30 OF PARCEL MAPS, PAGE 38, SACRAMENTO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 88°04'00" WEST 304.78 FEET; THENCE NORTH 80°07'00" WEST 340.76 FEET; THENCE NORTH 10°07'00" EAST 100.00 FEET TO THE INTERSECTION CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 80°04'00" EAST 232.40 FEET TO THE POINT OF BEGINNING.

ALSO SHOWN AS PARCEL B ON THAT CERTAIN LOT ONE ADJUSTMENT RECORDED IN BOOK 780324, PAGE 578, OFFICIAL RECORDS.

Assessor's Parcel No.

089-0160-014

Easements

- 1- AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES, RECORDED IN BOOK 300 OF DEEDS, PAGE 34 (SEE SHEET 089000 AND SHEET 016000 OF RECORDS).
- 2- AN EASEMENT FOR A SINGLE OF POLES AND INCIDENTAL PURPOSES AS GRANTED TO GREAT WESTERN POWER COMPANY, IN DEED RECORDED IN BOOK 355 OF DEEDS, PAGE 340 (SEE SHEET 089000 OF RECORDS).
- 3- LACK OF ADJUTER'S RIGHT IN AND TO THE FREEWAY ADJACENT TO PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 1544, PAGE 579, OFFICIAL RECORDS (SEE SHEET 089000).
- 4- AN EASEMENT FOR IRRIGATION CANAL OF HAYWARD'S WATER COMPANY AND INCIDENTAL PURPOSES AS RESERVED BY HAYWARD GENERAL CORPORATION, IN DEED RECORDED IN BOOK 3116, PAGE 630, D.L. AND RE-RECORDED IN BOOK 3374, PAGE 134, OFFICIAL RECORDS (SEE SHEET 089000, SHEET 016000, SHEET 089000).

- 5- AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES AS PER SET FORTH ON PARCEL MAP FILED MAY 18, 1975, IN BOOK 22, PAGE 16 OF PARCEL MAPS (SEE SHEET 089000).
- 6- AN EASEMENT OVER SAID LAND FOR A PUBLIC OR ROAD AND ALL NECESSARY UTILITIES AND INCIDENTAL PURPOSES AS GRANTED TO COUNTY OF SACRAMENTO, IN DEED RECORDED IN BOOK 780324, PAGE 582, OFFICIAL RECORDS (SEE SHEET 089000).
- 7- AN EASEMENT OVER SAID LAND FOR A PUBLIC OR ROAD AND ALL NECESSARY UTILITIES AND INCIDENTAL PURPOSES AS GRANTED TO COUNTY OF SACRAMENTO, IN DEED RECORDED IN BOOK 770807, PAGE 103, OFFICIAL RECORDS (SEE SHEET 089000).
- 8- AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, RECORDED IN BOOK 348024, PAGE 671, OFFICIAL RECORDS (SEE SHEET 089000).
- 9- AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED IN BOOK 20030411, PAGE 75, OFFICIAL RECORDS (SEE SHEET 089000).
- 10- TERMS, CONDITIONS AND PROVISIONS RECORDED FEBRUARY 2, 2007 IN BOOK 2870702 PAGE 1009 OFFICIAL RECORDS (SEE SHEET 089000).

Access Route/Lease Area/Utility Routes

BEING A PORTION OF PARCEL "A" AS SHOWN ON PARCEL MAP RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 16, AND PARCEL A, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS ROUTE:

BEING A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING ON THE NORTHEASTLY LINE OF SAID PARCEL A, ON A POINT DISTANT 320°16'17", 222.38 FEET FROM THE NORTHEASTLY CORNER THEREOF; THENCE PARALLEL WITH THE CENTERLINE OF FOLSOM BOULEVARD S88°04'00" E 100.04 FEET TO THE POINT OF BEGINNING; THENCE S80°04'00" E 184.03 FEET; THENCE N80°04'00" E 174.60 FEET; THENCE S80°04'00" E 85.13 FEET; THENCE N80°04'00" E 14.80 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND TO THE END OF SAID STRIP.

LEASE AREA:
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N80°04'00" E 10.47 FEET; THENCE N80°04'00" E 10.37 FEET; THENCE S80°04'00" E 85.39 FEET; THENCE S80°04'00" E 11.80 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S80°04'00" E 8.80 FEET; THENCE N80°04'00" E 20.80 FEET; THENCE N10°04'00" E 12.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.000 SQUARE FEET OF LAND, MORE OR LESS.

UTILITY ROUTES:

BEING 2 STRIPS OF LAND 8.00 FEET IN WIDTH, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

STRIP 1:
BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S80°04'00" E 17.86 FEET; THENCE N80°04'00" E 14.12 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE S80°04'00" E 44.16 FEET; THENCE N80°04'00" E 30.47 FEET TO THE END OF SAID STRIP.

STRIP 2:
BEGINNING AT POINT "C" AS DESCRIBED ABOVE; THENCE S80°04'00" E 18.02 FEET TO THE END OF SAID STRIP.

Basis of Bearings

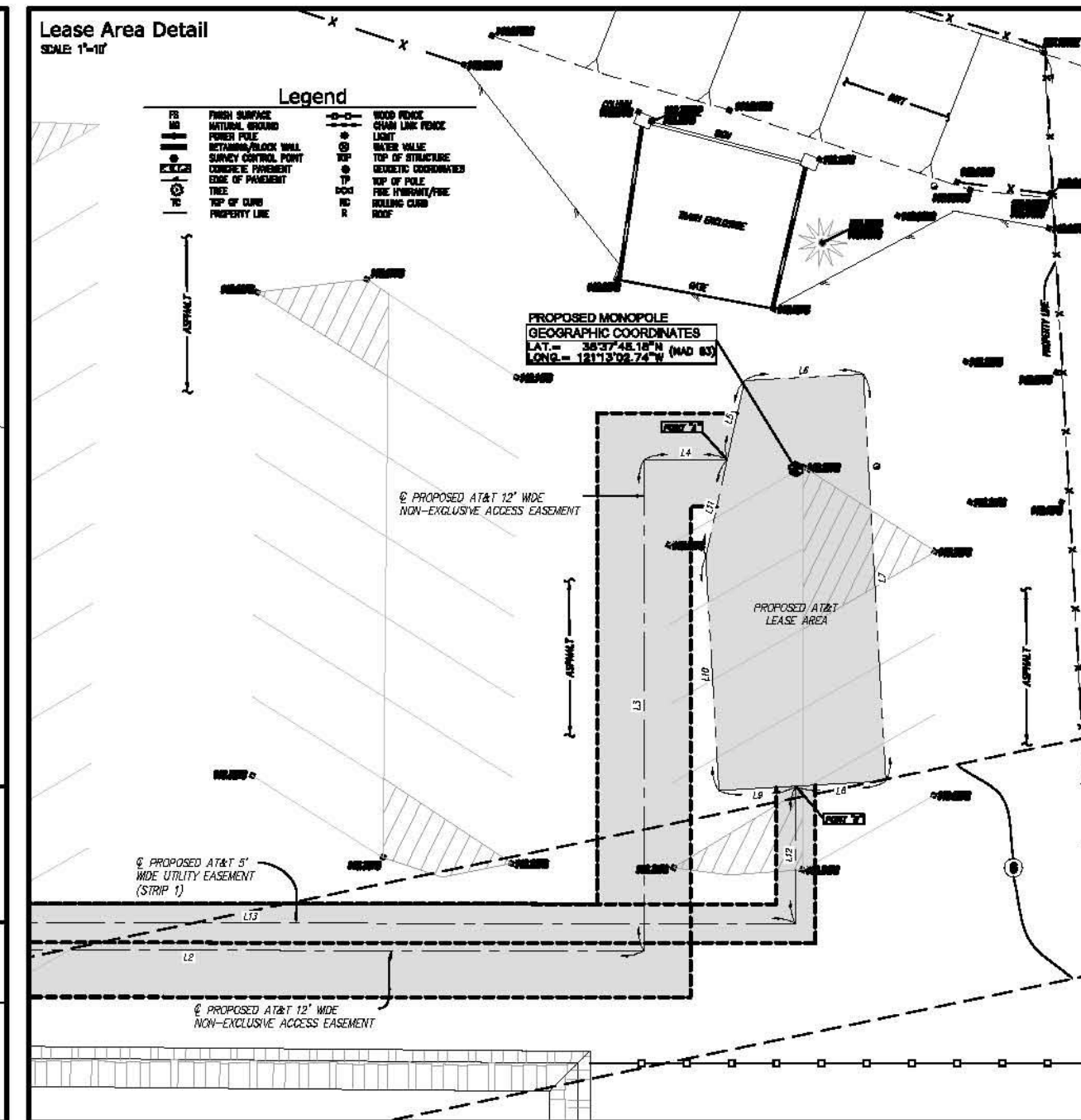
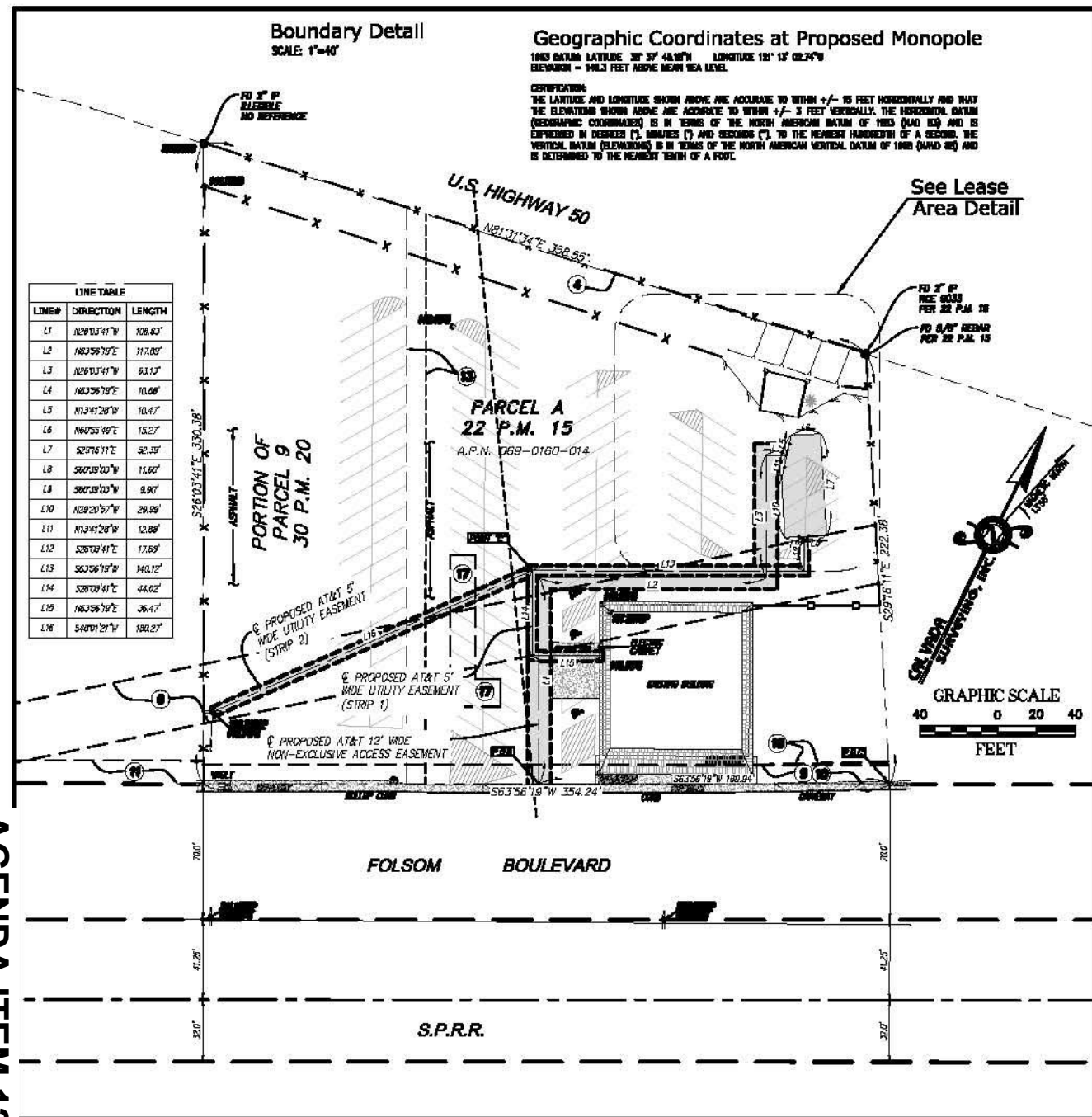
THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 1.

Bench Mark

THE CALIFORNIA SPINAL REFERENCE CENTER COAL #1020, ELEVATION - 84.16 FEET (NAD 83).

Date of Survey

JUNE 18, 2013



Photosimulation of view looking northeast from Folsom Blvd, the first clear view of the site for eastbound motorists.



AGENDA ITEM 12.5

Photosimulation of view looking southwest from the Hazel / Hwy 50 interchange.



Existing



Proposed monopine

AGENDA ITEM 12.5

Proposed

Nimbus
12303 Folsom Blvd
Rancho Cordova, CA 95742
CVU3070

 at&t

Photosimulation of view looking north from Folsom Blvd, nearest the site.



AGENDA ITEM 12.5

Nimbus
12303 Folsom Blvd
Rancho Cordova, CA 95742
CVU3070

 **at&t**

175

Photosimulation of view looking east from eastbound Hwy 50 just before the Hazel overcrossing.

Existing

Proposed monopine

AGENDA ITEM 12.5

Proposed

Nimbus
12303 Folsom Blvd
Rancho Cordova, CA 95742
CVU3070

 at&t

176

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and <u>Signature</u>)
1.	The project shall be constructed in substantial compliance with the Design Package (Exhibit A) and Conditions of Approval (Exhibit B) for the installation of a 93 foot mono-pine. The project is located at 12303 Folsom Boulevard. (Assessor's Parcel Number: 0069-0160-014).	On-Going	Planning	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
3.	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.	On-Going	Planning	
4.	The permit holder is hereby notified that failure to comply with any one of these conditions may result in the revocation of this permit, pursuant to the City of Rancho Cordova Zoning Code.	On-Going	Planning	
5.	In addition to the requirements listed herein, wireless communication facilities are subject to all other applicable regulations and permits, including those of the Public Utilities Commission (P.U.C.) of the State of California and the Federal Communication Commission (F.C.C.).	On-Going	Planning	

Conditions of Approval

6.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	
7.	All unused or obsolete towers/antennas and equipment shall be removed from their respective sites within six months after their operation has ceased.	On-Going	Planning	
8.	The pole shall be in substantial conformance with the image in the photo-simulation approved by City Council. The use of chain link fencing and barbed wire or similar is prohibited on the enclosure fence.	On-Going	Planning	
9.	Colocation of other service providers may be permitted on the same pole. No additional height will be allowed and all colocation will be placed below the AT&T facilities.	On-Going	Planning	

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: Adam Lindgren, City Attorney

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO CURRENT CONTRACT NO. 137-2013 WITH SACRAMENTO FOR PROSECUTION SERVICES, INCREASING THE ANNUAL PAYMENT FOR SERVICES BY \$5,688, AND ADDING LANGUAGE TO THE FACILITIES AND EQUIPMENT PROVISION**



RECOMMENDATION

Adopt Resolution No. 132-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute the First Amendment to the Agreement for Prosecution Services between Rancho Cordova and the City of Sacramento, increasing the annual payment for prosecution services by \$5,688 and adding language to the facilities and equipment provision of the Agreement.

BACKGROUND

On September 16, 2013, the City Council approved contract No. 137-2013 with Sacramento for prosecution services and granted authority to the City Manager to execute the contract. Following this approval, city staff learned that Sacramento employees received a small pay increase, requiring the annual cost for services to be increased accordingly. As the initial work commenced on Phase 1 of the contract, the parties also agreed that additional language was needed to address potential issues related to computer database access. The First Amendment to the Agreement addresses these two issues.

ATTACHMENT

Resolution No.132-2013, including Exhibit A, attached First Amendment to the Agreement for Prosecution Services.

2194280.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO
CONTRACT NO. 137-2013 WITH THE CITY OF SACRAMENTO FOR PROSECUTION
SERVICES INCREASING THE ANNUAL PAYMENT FOR SERVICES BY \$5,688 AND
ADDING LANGUAGE TO THE FACILITIES AND EQUIPMENT PROVISION**

WHEREAS, on September 16, 2013 the City Council approved Resolution 113-2013, authorizing the City Manager to execute the Agreement for Prosecution Services with the City of Sacramento; and

WHEREAS, City staff subsequently learned that Sacramento employees received a small pay increase, which requires an increase in the annual payment to Sacramento by \$5,688; and additional language is also necessary to address computer database access matters; and

WHEREAS, the parties agree to these amendments to the Agreement and the City Council desires to amend the Agreement to reflect these necessary changes.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the First Amendment to Contract No. 137-2013 with the City of Sacramento for Prosecution Services, attached hereto and included herein as Exhibit "A."

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

EXHIBIT A

**FIRST AMENDMENT TO CONTRACT NO. 137-2013, THE
AGREEMENT FOR PROSECUTION SERVICES BETWEEN
THE CITY OF RANCHO CORDOVA AND
THE CITY OF SACRAMENTO**

This First Amendment to the Agreement for Prosecution Services between the City of Rancho Cordova and the City of Sacramento (the "Amendment") is entered into as of November 19, 2013 (the "Effective Date"), by and between the City of Rancho Cordova, a California municipal corporation ("Rancho Cordova"), and the City of Sacramento, a California Municipal Corporation ("Sacramento"). Rancho Cordova and Sacramento are hereinafter collectively referred to as the "Parties."

RECITALS

A. On September 16, 2013, the Rancho Cordova City Council authorized the City Manager to execute the Agreement for Prosecution Services between Rancho Cordova and Sacramento (the "Agreement") to enable Rancho Cordova to contract with Sacramento, through its City Attorney's office, for prosecution services.

B. Rancho Cordova was subsequently informed that employees within the Sacramento City Attorney's office received a small salary increase for the 2013-2014 fiscal year, and therefore an amendment to the Agreement is necessary.

C. Following initial work done under Phase 1 tasks, the Parties concluded that amendments are also necessary to Section 3 of the Agreement regarding "Facilities and Equipment."

D. The Parties agree to enter into this Amendment to the Agreement in order to amend all references to contract costs (not reimbursable expenses) in Section 1 and Exhibits A and B of the Agreement, and to amend Section 3 of the Agreement regarding "Facilities and Equipment."

NOW, THEREFORE, the Parties to this Amendment agree as follows:

Section 1. Compensation.

The first paragraph of Section 2 of the Agreement is amended to read as follows:

Section 2. COMPENSATION. Rancho Cordova hereby agrees to pay Sacramento a sum not to exceed \$5,500.00 for services to be performed under this Agreement for Phase 1, and Rancho Cordova hereby agrees to pay Sacramento an annual sum not to exceed ~~\$55,497.00~~ \$61,185.00, paid in monthly installments of ~~\$4,624.75~~ \$5098.75, for services to be performed under this Agreement for Phase 2, pursuant to the Scope of Services set forth in Exhibit A and the Compensation Schedule, attached hereto as Exhibit B and incorporated herein. Additionally, Rancho Cordova agrees to pay Sacramento for authorized reimbursable costs, not to exceed \$5,000.00, incurred while performing this

EXHIBIT A

Agreement. Sacramento shall submit all invoices to Rancho Cordova in the manner specified herein. Rancho Cordova shall make monthly payments to Sacramento for its services performed under this Agreement in the manner specified herein.

Section 2. Facilities and Equipment.

Section 3 of the Agreement is hereby amended to read as follows:

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, it is expected that Sacramento will provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Rancho Cordova shall make available to Sacramento the facilities and equipment listed in this Section, under the terms and conditions set forth herein.

Rancho Cordova shall furnish access to its law enforcement databases (e.g., CLETS, CJIS) to allow Sacramento to retrieve court calendars, criminal information (e.g., rap sheets) and any other documents or data that will support the criminal prosecution of persons that Rancho Cordova refers to Sacramento for investigation and prosecution. In the event Rancho Cordova is unable to provide the necessary equipment, software or database queries for Sacramento to retrieve court calendars or other necessary court and law enforcement documents, it acknowledges that Sacramento will be required to access these necessary documents through other means and sources and that this access will require an augmentation to the contract costs that as of this time are unknown.

Rancho Cordova shall also furnish physical facilities such as desks, filing cabinets, computers, printers, and conference space, as may be reasonably necessary for Sacramento's use while working with Rancho Cordova employees, for conducting work necessary under this Agreement in Rancho Cordova.

Section 3. Amendments to Exhibit A.

Section D(2) of Exhibit A to the Agreement is hereby amended as follows:

2. Work plan outlining tasks to be performed under Phase 2 and cost estimates:

Objective	Tasks	Personnel Responsible	Total Cost of Phase 2 for one year of services.
Serve as Rancho Cordova's Prosecutor [.33 FTE]	Evaluate and prosecute qualifying cases; up to 65 cases from arraignment through appeal process	Criminal Prosecution Attorney	\$55,497.00 <u>\$61,185.00</u>

EXHIBIT A

Serve as Rancho Cordova's Prosecutor	Attend meetings with Rancho Cordova Police Dept. and Code Enforcement Staff; conduct site visits related to criminal municipal code violations	Criminal Prosecution Attorney	Included in above cost
Serve as Rancho Cordova's Prosecutor	Prepare and deliver monthly case update report for Rancho Cordova City Attorney and Rancho Cordova Police Dept.	Criminal Prosecution Attorney	Included in above cost
Total Amount for Phase 2 for one year of services:			\$55,497.00 <u>\$61,185.00</u> ; to be paid in 12-monthly installments of \$4,624.75 <u>\$5098.75</u>

Total Estimated Cost for Phase 1 and Phase 2: ~~\$59,063.00 to \$60,997~~ \$64,751.00 to \$66,685.00

Section 4. Exhibit B.

Section 2(a) of Exhibit B to the Agreement is hereby amended as follows:

2. Phase 2:

a. Sacramento shall submit monthly invoices for the prior month's services in the amount of ~~\$4,624.75~~ \$5,098.75, not more than once a month, as a flat fee for services performed as outlined in Exhibit A and for authorized reimbursable expenses, in the form required under Section 2.1 of this Agreement.

Section 5. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.

EXHIBIT A

Section 6. 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 First Amendment as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Amendment.

CITY OF SACRAMENTO,
a California municipal corporation

James C. Sanchez, Sacramento City Attorney

Reviewed as to Form:

Gustavo L. Martinez, Supervising Deputy City Attorney

CITY OF RANCHO CORDOVA,
a California municipal corporation

Ted Gaebler, City Manager

Attest:

Mindy Cuppy, City Clerk

Reviewed as to Form:

Adam U. Lindgren, City Attorney

2193997.1

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 31-2013

**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 2013 CALIFORNIA BUILDING CODE AND
CHAPTER 1 – DIVISION II 2013 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 2013 California Building Code and the 2013 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 101 through 116 of Chapter 1 of the 2013 Edition of the California Building Code, Part 2, and Sections R101 through R114, of the 2013 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.

ATTACHMENT 3

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 (2013) 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 (2013) 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 16.03 RCMC, Safety Assessment Placards
2. Chapter 16.04 RCMC, Building Code;
3. Chapter 16.06 RCMC, Residential Code;
4. Chapter 16.24 RCMC, Plumbing Code;
5. Chapter 16.26 RCMC, Energy Code;
6. Chapter 16.28 RCMC, Electrical Code;
7. Chapter 16.32 RCMC, Mechanical Code;
8. Chapter 16.36 RCMC, Swimming Pools;
9. Chapter 16.38 RCMC, Green Building Code; and
10. Chapter 17.04 RCMC, Fire Code.

ATTACHMENT 3

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.

ATTACHMENT 3

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.

ATTACHMENT 3

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 2013 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 2013 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.

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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 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.

ATTACHMENT 3

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 minimum fee for renewal 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, 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 expiration date, as determined in Table 105.

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

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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

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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 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 107.4 or R106.4, 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.

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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.

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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.

Q. Section 112.4 / R111.4 "Authority to condemn building service equipment" is added to read as follows:

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.

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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

R. 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.

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S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

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Z. 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).

AA. 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

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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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 32-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.04, "BUILDING CODE,"
WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA BUILDING CODE, AND BY
REFERENCE THE 2012 INTERNATIONAL BUILDING CODE**

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

Section 1. Title 16, Chapter 16.04, "Building Code," is hereby amended to read as follows:

**Chapter 16.04
BUILDING CODE**

Sections:

- 16.04.010 Title.
- 16.04.020 Purpose.
- 16.04.030 Adoption of Building Codes.
- 16.04.040 Amendment of Adopted Codes.

Code reviser's note: For the statutory provisions adopting certain uniform codes for all buildings used for human habitation, see Section 17922 of the Health and Safety Code.

16.04.010 Title.

This chapter shall be known and cited as the Rancho Cordova Building Code. [Ord. 23-2010 § 1; Ord. 30-2007 § 1; Ord. 19-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.04.020 Purpose.

The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein. [Ord. 23-2010 § 1; Ord. 30-2007 § 1; Ord. 19-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.04.030 Adoption of building codes.

The 2013 California Building Code, Part 2, Title 24 of the California Code of Regulations (hereinafter referred to as the "CBC"), a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, including the International Building Code, 2012 Edition, as published by the International Code Council, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "IBC"), Appendix C (Agricultural Buildings) and Appendix K (Patio Covers) of the CBC (hereinafter referred to as the "appendix"), are hereby adopted and incorporated by reference herein, excluding Sections 101 through 116 of Chapter 1 of the CBC, which are adopted pursuant to Chapter 16.02 RCMC.

Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IBC and the appendix. [Ord. 23-2010 § 1; Ord. 30-2007 § 1; Ord. 19-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.04.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.04.030, the State Code, the IBC and appendix are amended as follows:

A. Section 1907.1, "General," is amended to read as follows:

1907.1 General. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 6-mil (0.006 inch; 0.15 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved based on local site conditions.
[Ord. 23-2010 § 1; Ord. 30-2007 § 1; Ord. 19-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

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

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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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 33-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 16.06, "RESIDENTIAL CODE" TO THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA RESIDENTIAL CODE, AND BY REFERENCE THE 2012 INTERNATIONAL RESIDENTIAL CODE

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

Section 1. Title 16, Chapter 16.06, "Residential Code," is hereby amended to read as follows:

**Chapter 16.06
RESIDENTIAL CODE**

Sections:

- 16.06.010 Title.
- 16.06.020 Purpose.
- 16.06.030 Adoption of building codes.
- 16.06.040 Amendment of adopted codes.

16.06.010 Title.

This chapter shall be known and cited as the Rancho Cordova Residential Code. [Ord. 29-2010 § 1].

16.06.020 Purpose.

The purpose of the Rancho Cordova Residential Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein. [Ord. 29-2010 § 1].

16.06.030 Adoption of building codes.

The 2013 California Residential Code, Part 2.5, (hereinafter referred to as the "CRC") Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, including the International Residential Code, 2012 Edition, as published by the International Code Council, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "IRC"), Appendix H (Patio Covers) of the CRC (hereinafter referred to as the "appendix"), are hereby adopted and incorporated by reference herein, excluding Sections R102 through R114 of the CRC, which are adopted pursuant to Chapter 16.02 RCMC. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IRC and the appendix. [Ord. 29-2010 § 1].

16.06.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.06.030, the State Code, the IRC and appendix are amended as follows:

A. Section R506.2.3, "Vapor retarder," is amended to read as follows:

R506.2.3 Vapor retarder. Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 6-mil (0.006 inch; 0.15 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached garages, utility buildings or other unheated accessory structures.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. For driveways, walks, patios and other flatwork not likely to be enclosed at a later date.
4. Where approved by the building official, based on local site conditions.
[Ord. 29-2010 § 1].

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.

ATTACHMENT 5

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. 34-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.24, "PLUMBING
CODE," WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA PLUMBING CODE,
AND BY REFERENCE THE 2012 UNIFORM PLUMBING CODE**

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

Section 1. Title 16, Chapter 16.24, "Plumbing Code," is hereby amended to read as follows:

**Chapter 16.24
PLUMBING CODE**

Sections:

- 16.24.010 Title.
- 16.24.020 Purpose.
- 16.24.030 Adoption of plumbing codes.
- 16.24.040 Amendment of adopted codes.

16.24.010 Title.

This chapter shall be known and cited as the Rancho Cordova Plumbing Code. [Ord. 24-2010 § 1; Ord. 31-2007 § 1; Ord. 16-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.24.020 Purpose.

The purpose of the Rancho Cordova Plumbing Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare. [Ord. 24-2010 § 1; Ord. 31-2007 § 1; Ord. 16-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.24.030 Adoption of plumbing codes.

The 2013 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code") and any rules and regulations promulgated pursuant thereto, including the Uniform Plumbing Code, 2012 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "UPC"), and Appendix Chapters A, B, D, I and K H (hereinafter referred to as the "appendix") are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all plumbing systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UPC and the appendix. [Ord. 24-2010 § 1; Ord. 31-2007 § 1; Ord. 16-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.24.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.24.030, the State Code, the UPC and Appendix D are amended as follows:

A. 103.9, "Private Sewage Disposal Systems," is added to read as follows:

103.9 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

B. Section 313.4 is amended to read as follows:

313.4 Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

All buried ferrous piping shall be provided with cathodic protection installed according to Table 3-2 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water.

When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.

2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.
3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.
4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.
5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 315.0.

C. Table 312 is added to read as follows:

Table 312

ANODE SELECTION CHART

Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
	Pipe Size					
Anode Size	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	–	–	–	–	–
3 lb. anode	150'	100'	50'	50'	–	–
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	–	500'	350'	300'	250'	150'
32 lb. anode	–	–	500'	500'	450'	350'

ATTACHMENT 6

D. Section 713.4 is amended to read as follows:

713.4 The public sewer shall be permitted to be considered as not being available when such public sewer or any building or exterior drainage facility connected thereto is located more than two hundred (200) feet (61 m) from the property line.

E. Section D1, "Roof Drainage," of Appendix D, is amended to read as follows:

D1.0 Roof Drainage. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour. [Ord. 24-2010 § 1; Ord. 31-2007 § 1; Ord. 16-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

ATTATCHMENT 6

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 35-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING
CHAPTER 16.26, "ENERGY CODE" TO THE RANCHO CORDOVA MUNICIPAL CODE
WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA ENERGY CODE**

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

Section 1. Title 16, Chapter 16.26, "Energy Code," is hereby amended to read as follows:

**Chapter 16.26
ENERGY CODE**

Sections:

- 16.26.010 Title.
- 16.26.020 Purpose.
- 16.26.030 Adoption of energy codes.

16.26.010 Title.

This chapter shall be known and cited as the Rancho Cordova Energy Code. [Ord. 30-2010 § 1].

16.26.020 Purpose.

The purpose of the Rancho Cordova energy code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction. [Ord. 30-2010 § 1].

16.26.030 Adoption of energy codes.

The 2013 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, as published by the International Code Council, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto. [Ord. 30-2010 § 1].

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

ATTACHMENT 7

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 36-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.28, "ELECTRICAL
CODE," WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA ELECTRICAL CODE,
AND BY REFERENCE THE 2011 NATIONAL ELECTRICAL CODE**

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

Section 1. Title 16, Chapter 16.28, "Electrical Code," is hereby amended to read as follows:

**Chapter 16.28
ELECTRICAL CODE**

Sections:

- 16.28.010 Title.
- 16.28.020 Purpose.
- 16.28.030 Adoption of electrical codes.
- 16.28.040 Amendment of adopted codes.

16.28.010 Title.

This chapter shall be known and cited as the Rancho Cordova Electrical Code. [Ord. 25-2010 § 1; Ord. 32-2007 § 1; Ord. 11-2005 § 1; Ord. 18-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.28.020 Purpose.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials. [Ord. 25-2010 § 1; Ord. 32-2007 § 1; Ord. 11-2005 § 1; Ord. 18-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.28.030 Adoption of electrical codes.

The 2013 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, including the National Electrical Code, 2011 Edition (excluding Annex G), as published by the National Fire Protection Association, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "NEC"), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all electrical systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the NEC. [Ord. 25-2010 § 1; Ord. 32-2007 § 1; Ord. 11-2005 § 1; Ord. 18-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.28.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.28.030, the State Code and the NEC are amended as follows:

A. Article 210.25(A)1 is added to read as follows:

210.25(A)1 Branch Circuits Serving Common Use Areas. All circuits serving common use areas and public use areas shall be served from house service equipment. Where buildings are multimetered, a separate meter for house equipment shall be required.

B. Article 225.22(A) and (B) are **added** as follows:

225.22(A) Fences. Electrical equipment and conduit shall not be installed on any fence.

Exception: Conduit and equipment shall be permitted on metallic and masonry fences when installed with a continuous support system.

225.22(B) Roofs. Raceways installed on or across roofs shall clear the roof a minimum of 1 1/2" and be supported every 4' or less.

C. Article 230.28(A) and (B) are added to read as follows:

230.28(A) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in rigid metal or intermediate metal conduit of 1 1/2 inch minimum trade size.

230.28(B) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of 1 1/2" rigid metal or intermediate metal conduit.

D. Article 230.70(D) is **added** to read as follows:

230.70(D) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor.

E. Article 230.71 is amended to read as follows:

230.71 Service Switches. A single main disconnecting means shall be provided for each set of service entrance conductors. The service overcurrent device shall be an integral part of the disconnecting means. It shall be located at the nearest readily accessible location either outside of building or structure or inside nearest the point of entrance of the service conductors.

Exceptions:

ATTACHMENT 8

1. A main disconnecting means shall not be required on Group R occupancies with not more than six dwelling units.
2. For fire pumps where a separate service is required.
3. For Emergency Electrical systems where a separate service is required.
4. Up to six switches or circuit breakers may be permitted provided not more than one is rated less than 2,000 amperes, 600 volts, and all switches or circuit breakers are installed in a common enclosure or group of enclosures.
5. Up to six switches or circuit breakers may be permitted for unmanned cellular monopole sites not located in or on a building.

F. Article 300.5(L) is added to read as follows:

300.5(L) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade.

G. Article 600.1(A) and (B) are added to read as follows:

600.1(A) Electric Sign Installation. Electric signs shall be installed in accordance with the provisions of this Code pertaining to the installation of electric signs. The trademark, maker's name, approximate weight, voltage, amperage, Underwriters' label, and permit reference number, shall be permanently and conspicuously marked on the exterior of all electric signs.

600.1(B) Permit Required. An electrical permit shall be required for any of the following:

- A new electric sign installation with new branch wiring.
- A new electrical sign installation with existing branch wiring.
- An electric sign repair and reinstallation.

H. Article 625.1(A) is added as follows:

625.1(A) Charging Circuit required for R.3 Occupancies. Every new group R.3 occupancy building shall provide for a future electric vehicle charging circuit by providing a 3/4 inch raceway or a 3 wire with ground NM or NMC cable rated at a minimum 40 ampere from the service panel to a 2 gang box located in the garage. [Ord. 25-2010 § 1; Ord. 32-2007 § 1; Ord. 11-2005 § 1; Ord. 18-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Section 2. Severability

ATTACHMENT 8

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 37-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.32, "MECHANICAL
CODE," WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA MECHANICAL CODE,
AND BY REFERENCE THE 2012 UNIFORM MECHANICAL CODE**

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

Section 1. Title 16, Chapter 16.32, "Mechanical Code," is hereby amended to read as follows:

**Chapter 16.32
MECHANICAL CODE**

Sections:

- 16.32.010 Title.
- 16.32.020 Purpose.
- 16.32.030 Adoption of mechanical codes.

16.32.010 Title.

This chapter shall be known and cited as the Rancho Cordova Mechanical Code. [Ord. 26-2010 § 1; Ord. 33-2007 § 1; Ord. 17-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.32.020 Purpose.

The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction. [Ord. 26-2010 § 1; Ord. 33-2007 § 1; Ord. 17-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.32.030 Adoption of mechanical codes.

The 2013 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, including the Uniform Mechanical Code, 2012 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "UMC"), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all mechanical systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the UMC and the appendix. [Ord. 26-2010 § 1; Ord. 33-2007 § 1; Ord. 17-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Section 2. Severability

ATTACHMENT 9

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 38-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.36, "SWIMMING
POOLS," WHICH ADOPTS BY REFERENCE THE 2012 UNIFORM SWIMMING POOL, SPA
& HOT TUB CODE**

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

Section 1. Title 16, Chapter 16.36, "Swimming Pools," is hereby amended to read as follows:

**Chapter 16.36
SWIMMING POOLS**

Sections:

Article I. Barriers for Swimming Pools, Spas and Hot Tubs

- 16.36.110 General.
- 16.36.120 Definitions.
- 16.36.130 Requirements.
- 16.36.140 Request for approval.
- 16.36.150 Applicability.

Article II. Title, Scope and General

- 16.36.210 Swimming Pool, Spa and Hot Tub Code adopted.
- 16.36.220 Short title.
- 16.36.230 Purpose.
- 16.36.240 Scope.
- 16.36.250 Exceptions to swimming pool locations.

Article III. Amendments to the Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition

- 16.36.310 Chapter 3 retitled.
- 16.36.320 Section 311.1 amended.

Article I. Barriers for Swimming Pools, Spas and Hot Tubs

16.36.110 General.

The provisions of this article apply to the design and construction of barriers for swimming pools located on the premises of Group R, Division 3 occupancies.

[Ord. 27-2010 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1005 § 2, 1995; SCC 0875 § 2, 1992; SCC 474 § 11, 1981; SCC 255 § 7, 1976].

16.36.120 Definitions.

For the purposes of this article, certain terms, words, and phrases are defined as follows:

"Above-Ground/On-Ground Pools: See definition of "swimming pool."

ATTACHMENT 10

“Approved child safety device” means a swimming pool safety device that has been tested and listed by UL or any other independent testing agency that has been recognized and accepted by the Chief Building Official specifically for use as a swimming pool safety device, such as a tested and listed door alarm system or a tested and listed swimming pool cover.

“Barrier” means a fence, wall, building wall, or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool.

“Grade” means the underlying surface such as earth or a walking surface.

“Separation fence” means a barrier which separates all doors of a dwelling unit with direct access to a swimming pool from the swimming pool.

“Swimming pool” means any structure, whether outdoor, or contained within a residential structure (“indoor”), intended for swimming or recreational bathing that contains water over 18 inches deep. This includes in-ground, aboveground, and on-ground swimming pools; hot tubs; portable and non-portable spas; and fixed-in-place wading pools.

[Ord. 27-2010 § 1; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1005 § 2, 1995; SCC 0875 § 2, 1992].

16.36.130 Requirements.

A. Outdoor Swimming Pool. An outdoor swimming pool shall be provided with a barrier that, once installed, shall be inspected and approved by the building official prior to filling the swimming pool with water. The barrier shall comply with each of the following:

1. The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be two inches measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to four inches when grade is a solid surface such as a concrete deck, or when the barrier is mounted on the top of the aboveground pool structure. When barriers have horizontal members spaced less than 45 inches apart between the tops of the horizontal members, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool, such as protrusions, indentations or cutouts, which renders the barrier easily climbable, is prohibited.
2. Openings in the barrier shall not allow passage of a one-and-three-quarter-inch or greater diameter sphere.

Exceptions:

- a. *When vertical spacing between such openings is 45 inches or more, the opening size may be increased such that the passage of a four-inch or greater diameter sphere is not allowed.*

ATTACHMENT 10

- b. For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased to a maximum four inches when the distance between the tops of the horizontal members is 45 inches or more.*
3. Chain-link fences used as the barrier shall not be less than 11 gauge.
 4. Solid barriers that do not have openings, such as masonry or stone walls, shall not contain indentations or protrusions except for tooled masonry joints.
 5. Access gates shall comply with the requirements of subsections (A)(1) through (A)(4) of this section. Pedestrian access gates shall be self-closing and have a self-latching device. Where the release mechanism of the latching device is located less than 54 inches from grade, (a) the release mechanism shall be located on the pool side of the gate at least three inches below the top of the gate, and (b) the gate and barrier shall have no opening greater than one-half inch within 18 inches of the release mechanism. Pedestrian gates shall swing away from the pool. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when the pool is not in use.
 6. Where a wall of a Group R, Division 3 occupancy dwelling unit serves as part of the barrier and contains door openings between the dwelling unit and the outdoor swimming pool, which provide direct access to the pool, a separation fence meeting the requirements of subsections (A)(1) through (A)(5) of this section shall be provided.

Exception: An approved child safety device, as defined in RCMC 16.36.120, subject to a prior written determination by the building official that the degree of protection to small children afforded by such an approved device is equal to that provided by a separation fence meeting the requirements of subsections (A)(1) through (A)(6) of this section.
 7. Where an aboveground pool structure is used as a barrier, or where the barrier is mounted on the top of the pool structure and the means of access is a ladder or steps, then either (a) the ladder or steps shall be capable of being secured, locked, or removed to prevent access, or (b) the ladder or steps shall be surrounded by a barrier that meets the requirements of subsections (A)(1) through (A)(6) of this section. When the ladder or steps are secured, locked, or removed, any opening created shall be protected by a barrier complying with subsections (A)(1) through (A)(6) of this section.

B. Indoor Swimming Pool. For an indoor swimming pool, protection shall comply with the requirements of subsection (A)(6) of this section.

C. Spas and Hot Tubs. A spa or hot tub with a locking safety cover which complies with the ASTM Standard F 1346-91 shall not be required to provide other barriers. Where a locking safety cover is not provided, the spa or hot tub shall comply with the requirements of subsection (A) of this section.

[Ord. 27-2010 § 1; Ord. 34-2007 § 1; Ord. 20-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.36.140 Request for approval.

Any person desiring the approval of a swimming pool child safety device other than the type or kind mentioned in RCMC 16.36.130 shall file a written request for such approval with the Chief Building Official describing the type of child safety device. If, in the opinion of the Chief Building Official, the child safety device will afford equal protection to small children, the Chief shall approve the same in writing. The Chief shall establish specific compliance criteria for any such child safety device, which shall be installed and inspected for compliance therewith prior to filling the swimming pool with water.

[Ord. 27-2010 § 1; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1005 § 2, 1995; SCC 0875 § 2, 1992; SCC 474 § 14, 1981; SCC 255 § 10, 1976].

16.36.150 Applicability.

This article is intended to, and does hereby, apply to swimming pools for Group R, Division 3 occupancies. Any public swimming pool shall meet the barrier requirements contained in Title 24, Part 2, Section 9024 of the California Code of Regulations.

[Ord. 27-2010 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1005 §, 1995; SCC 0875 § 2, 1992; SCC 474 § 15, 1981; SCC 255 § 11, 1976].

Article II. Title, Scope and General**16.36.210 Swimming Pool, Spa and Hot Tub Code adopted.**

The Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition, and the standards cited thereof, hereafter collectively known as the "USPC," as published by the International Association of Plumbing and Mechanical Officials, is adopted as the swimming pool code for the city of Rancho Cordova, with such revisions, exceptions, deletions, and additions approved by the city council hereinafter set forth in this chapter as exceptions to the USPC. Chapter 1 of the USPC is not adopted as part of the Rancho Cordova Swimming Pool Code. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, electrification and maintenance of swimming pools and barriers within the city shall be in conformance with State Codes and any rules and regulations promulgated pursuant thereto.

[Ord. 27-2010 § 1; Ord. 34-2007 § 2; Ord. 20-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.36.220 Short title.

The Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition, including the standards cited in Table 4 thereof, and the revisions, exceptions, deletions, and additions provided herein, shall be known and cited as the Rancho Cordova Swimming Pool Code.

[Ord. 27-2010 § 1; Ord. 34-2007 § 2; Ord. 20-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.36.230 Purpose.

The purpose of the Rancho Cordova Swimming Pool Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare.

[Ord. 27-2010 § 1; Ord. 34-2007 § 2; Ord. 20-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

ATTACHMENT 10**16.36.240 Scope.**

The provisions of the Rancho Cordova Swimming Pool Code shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or use of any swimming pool, spa, or hot tub plumbing system except as otherwise provided for in the Rancho Cordova Municipal Code or applicable state law.

[Ord. 27-2010 § 1; Ord. 34-2007 § 2; Ord. 20-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.36.250 Exceptions to swimming pool locations.

The Chief Building Official may authorize the construction of a swimming pool, hot tub, spa, spa pool, or similar pool across a property line or in the rear yard or side yard of an adjacent lot or within the common area of a planned development, provided:

- A. The construction of the swimming pool, spa, spa pool, hot tub, or other pool and the location thereof has been previously approved by the planning department; or the location of the swimming pool, spa, spa pool, hot tub, or other pool is specified on an approved tentative subdivision map.
- B. Easements have been recorded and reserved for the lot which specifically provide for the location and construction of the swimming pool, hot tub, spa, spa pool, or other pool and necessary appurtenances and which allow for the use and maintenance of the swimming pool, spa, spa pool, hot tub, and other pool and appurtenances.
- C. The easements, prior to the recordation thereof, have been approved by the city attorney.

[Ord. 27-2010 § 1; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 34-2007 § 2; Ord. 20-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Article III. Amendments to the Uniform Swimming Pool, Spa and Hot Tub Code, 2012 Edition

16.36.310 Chapter 3 retitled.

Chapter 3 of the Uniform Swimming Pool, Spa and Hot Tub Code, titled "General Requirements" shall be retitled in the Rancho Cordova Municipal Code to read "General Requirements – Private Pools."

[Ord. 27-2010 § 1; Ord. 34-2007 § 3; Ord. 20-2004 § 3; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

16.36.320**Section 311.1 amended.**

Section 311.1 of the Uniform Swimming Pool, Spa and Hot Tub Code is amended to read as follows:

EXCEPTIONS:

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1. Exposed equipment shall be tested as required by the Authority having Jurisdiction, the manufacturer's instructions, or both.
2. Pool and/or spa solar systems and their related above-ground piping shall be tested under actual operating conditions.

[Ord. 27-2010 § 1; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1098 § 1, 1997; SCC 1013 § 3, 1995].

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 39-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING
CHAPTER 16.38, "GREEN BUILDING CODE" TO THE RANCHO CORDOVA MUNICIPAL
CODE, WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA GREEN BUILDING
STANDARDS CODE**

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

Section 1. Title 16, Chapter 16.38, "Green Building Code," is hereby amended to read as follows:

**Chapter 16.38
GREEN BUILDING CODE**

Sections:

- 16.38.010 Title.
- 16.38.020 Purpose.
- 16.38.030 Adoption of green building codes.

16.38.010 Title.

This chapter shall be known and cited as the Rancho Cordova Green Building Code. [Ord. 31-2010 § 1].

16.38.020 Purpose.

The purpose of the Rancho Cordova Green Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction. [Ord. 31-2010 § 1].

16.38.030 Adoption of green building codes.

The mandatory provisions of the 2013 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code Section 18901 et seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, as published by the California Building Standards Commission, and as referenced in and adopted pursuant to California State Health and Safety Code Sections 17922 and 18935, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto. [Ord. 31-2010 § 1].

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

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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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 40-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 17.04, "FIRE CODE"
WHICH ADOPTS BY REFERENCE THE 2013 CALIFORNIA FIRE CODE, AND BY
REFERENCE THE 2012 INTERNATIONAL FIRE CODE.**

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

Section 1. Title 17, "Fire Prevention," is hereby amended to read as follows:

**Title 17
FIRE PREVENTION**

Chapters:

- 17.04 Fire Code
- 17.12 Weed Control

**Chapter 17.04
FIRE CODE**

Sections:

- 17.04.010 Adoption of fire codes.
- 17.04.020 Enforcement.
- 17.04.030 Definitions.
- 17.04.040 Modifications.
- 17.04.050 Appeals.
- 17.04.060 New materials, processes or occupancies which may require permits.
- 17.04.070 Penalties.
- 17.04.080 Amendment of adopted code.
- 17.04.090 High explosives.
- 17.04.100 Public safety 800 Mhz radio building amplification system.
- 17.04.110 Flammable and combustible liquids and liquefied petroleum gases.
- 17.04.120 Structural fires.

17.04.010 Adoption of fire codes.

The California Fire Code, Part 9, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in Section 18901 et seq. of the California State Health and Safety Code (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Fire Code, 2012 Edition, as published by the International Code Council, and as referenced in and adopted pursuant to Sections 17922 and 18935 of the California State Health and Safety Code (hereinafter referred to as the "IFC"), and Appendices B and C (hereinafter referred to as the "appendix") are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, all construction, alteration, moving, demolition, repair, and use of any building or structure within the city shall be made in conformance with the State Code and any rules and regulations promulgated pursuant thereto, including the IFC and the appendix. From the effective date of the ordinance

establishing this chapter, the provisions herein shall be controlling within the limits of the City of Rancho Cordova except that any inconsistent regulations and ordinances relating to building standards contained in the State Code, IFC and the appendix adopted pursuant to applicable law by the Sacramento metropolitan fire district shall be controlling within the city of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.020 Enforcement.

The chief of the Sacramento metropolitan fire district or his/her designated representatives shall have authority to enforce this chapter and issue citations for violations. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.030 Definitions.

- A. Whenever the term "fire code" is used in this chapter, it shall mean the State Code and IFC adopted by reference pursuant to RCMC 17.04.010.
- B. Wherever the word "municipality" is used in the fire code, it shall mean the city of Rancho Cordova.
- C. Wherever the words "chief" or "chief of the bureau of fire prevention" are used in this chapter or the fire code, they shall mean the chief of the Sacramento metropolitan fire district or his/her designated representatives. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.040 Modifications.

The chief may modify any of the provisions of the fire code upon application in writing by the owner or lessee, or his/her duly authorized agent, when the chief determines there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the chief or his/her designated representative thereof shall be entered upon the records of the department and a signed copy shall be furnished by the applicant.

For the purposes of this section, the cost of compliance with the provisions of the fire code shall not constitute a practical difficulty. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.050 Appeals.

Any person aggrieved by any decision or action of the chief may appeal to the board of directors of the Sacramento metropolitan fire district by filing a written notice of appeal with the clerk of the board of directors within 30 days from the date such decision or action was taken. The applicable rules and regulations regarding the appeals process and procedures for hearings shall be those of the Sacramento metropolitan fire district. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.060 New materials, processes or occupancies which may require permits.

The chief may appoint two members from his/her staff to act as a committee to determine and specify, after giving affected persons an opportunity to be heard at an office hearing, any new material, processes or occupancies, which shall require permits, in addition to

those now enumerated in the code. The chief or his/her designated representative shall post such list in a conspicuous place in his/her office and distribute copies thereof to interested persons. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.070 Penalties.

- A. Any person who violates any of the provisions of this chapter and the code hereby adopted or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans thereunder, or who fails to comply with such an order as affirmed or modified by the city of Rancho Cordova or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation be guilty of an infraction, and punishable by a fine not to exceed \$250.00. Violation of Chapter 1, Section 109.3.2, Compliance with Orders or Notices, and Section 109.3.4, Unauthorized Tampering, shall constitute a misdemeanor, and shall be punishable by a fine of \$1,000, or by imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all persons shall be required to correct or remedy such violation or defects within a reasonable time to be determined by the chief on a case-by-case basis. When not otherwise specified, each day or portion thereof during which any violation occurs or continues shall constitute a separate offense.
- B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.080 Amendment of adopted code.

Notwithstanding the provisions of RCMC 17.04.010, the State Code, the IFC and appendix are amended as follows:

- A. Chapter 1 is amended as follows:

- 1. Section 104, General Authority and Responsibilities, is amended by adding subsection 104.7.2.1 to read as follows:

104.7.2.1 Contract Inspector. The Chief or his/her designated representatives may require the owner or the person in possession or control of the building or premises to provide, without charge to the fire department, a special inspector ("Contract Inspector"), when the department has no technical expertise available to conduct the required inspections.

The Contract Inspector shall be a qualified person who shall demonstrate his/her competence to the satisfaction of the Chief, for inspection of a particular type of construction, operations, fire extinguishing or detection system, or process.

Duties and responsibilities of the Contract Inspector shall include but not be limited to the following:

- (a) The Contract Inspector shall observe the work assigned for conformance with the approved design drawings and specifications.

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(b) The Contract Inspector shall furnish inspection reports to the Chief, building official, and other designated persons as required by the Chief. All discrepancies shall be brought to the immediate attention of the contractor for correction, then if uncorrected, to the proper design authority, Chief, and to the building official.

(c) The Contract Inspector shall submit a final signed report stating whether the work requiring inspection was, to the best of his/her knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of this code.

2. Section 106, Inspections, is amended by adding subsections 106.2.3 and 106.2.4 to read as follows:

106.2.3 Administrative Costs. When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

106.2.4 Inspection Record Card. Work requiring Fire Department approval may commence, but the person doing the work shall have posted or otherwise made available an inspection record card such as to allow the Chief to conveniently make the required entries thereon regarding inspection of the work. Work shall not be covered until the required inspections are completed. This card shall remain posted or remain otherwise available by the permit holder until the Chief has granted final approval.

3. Section 109, Violations, is amended by adding subsections 109.3.3.1 and 109.3.3.2 to read as follows:

109.3.3.1 Citations. The Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this chapter pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

Section 109.3.3.2 is added as follows:

109.3.3.2 Uniform Fire Code Bail Schedule.

SECTION	NATURE OF OFFENSE	PC	MA	BAIL PA	NCA	TOTAL
109.2.2*	NC W/ORDERS OR NOTICE	X		\$1000	\$1700	\$2700
109.3.4*	UNAUTHORIZED TAMPERING	X		\$1000	\$1700	\$2700
ALL OTHER SECTIONS		X		\$100	\$170	\$270

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* – MISDEMEANOR

PC – ELIGIBLE FOR PROOF OF CORRECTION

MA – MANDATORY APPEARANCE

PA – PENALTY ASSESSMENT

NCA – NIGHT COURT ASSESSMENT

NC – NONCOMPLIANCE

B. Section 202, General Definitions, is amended by adding or amending the following terms:

1. ELECTRONIC MONITORING SYSTEM shall mean an approved method to electronically detect and transmit to an approved alarm service provider's Type A (listed) Central Station, information indicating that the automatic fire sprinkler system or electronic fire detection system has been activated and shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center; or (b) to the Sacramento International Airport Communication Center in an approved manner.
2. FALSE ALARM shall mean the giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near the place indicated by the person giving, signaling, or transmitting such information, and there is found to be no need for emergency services.

C. Section 315, General Storage, is amended as follows:

1. Subsection 315.4.3, Outside Storage of pallets and other combustibles, is added to read as follows:

315.4.3 Outside Storage of pallets and other combustibles. The maximum single pile dimension for outside storage of pallets and other combustibles shall be 25 ft. x 100 ft. or 2,500 sq. ft. The maximum pile height shall be 20 feet. Distance of piles to structures shall not be less than 10 feet.

D. Section 401, General, is amended as follows:

1. Subsection 401.5,1, Cost Recovery, is added as follows:

401.5.1 Cost Recovery. All costs incurred by the fire department related to any response to a false alarm may be charged to that person causing the transmission of the false alarm, or to that person's firm or corporation.

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E. Section 503, Fire Department Access Roads, is amended as follows:

1. Subsection 503.1.1, Buildings and facilities, is amended to read as follows:

503.1.2.1 Additional Access. Fire apparatus access roads shall be provided in accordance with Sections 501 and 503 for every facility, building or portion of a building including residential subdivisions in excess of 40 dwelling units hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet (45,720 mm) from fire apparatus access as measured by an approved route around the exterior of the building or facility. See also Section 504 for personnel access to buildings.

EXCEPTIONS:

1. When buildings are completely protected with an approved automatic fire sprinkler system, the provisions of Sections 503.1.1 and 503.2 may be modified by the Chief.
2. When access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades or other similar conditions, the chief is authorized to require additional fire protection.
3. When there are not more than two Group R, Division 3, or Group U Occupancies, the requirements of Sections 503.1.1 and 503.2 may be modified by the chief.

More than one fire apparatus road shall be provided in residential subdivisions in excess of 40 dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

For high-piled combustible storage, see Section 3206.6.

For required access during construction, alteration or demolition of a building, see Section 3310.1.

2. Subsection 503.6.1, Emergency Access Gates and Barriers, is added to read as follows:

503.6.1 Emergency Access Gates and Barriers. Where a new gate or barrier is installed on a fire access roadway, it shall be authorized by the Chief and meet the minimum requirements of The County Emergency Access Gates and Barriers Standard. Private driveways on lightly traveled streets as determined by the Sacramento County Department of Transportation or the appropriate public works authority having jurisdiction, serving one single-family residence may be exempt from the scope of this document. Approval of automatic gates or barriers is subject to the owner accepting responsibility for any future programming requirements by the authority having jurisdiction.

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F. Section 505, Premises Identification, is amended as follows:

1. Subsection 505.1, Address numbers, is amended to read as follows:

505 Premises Identification.

505.1 General. Approved numbers or addresses shall be placed prior to occupying on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background. In setting requirements for addressing, the Chief may be guided by the standard published by the Rancho Cordova Building Department's, "Posting of Building Addresses."

2. Subsections 505.1.1, Multiple tenant buildings, and 505.1.2, Illumination, are added to read as follows:

505.1.1 Multiple tenant buildings. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the Chief. Multiple tenant spaces serviced by rear access through a corridor, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the Chief.

Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed over the entrance door in all new and existing buildings. An illuminated annunciator or directory board shall be required at every entrance where deemed necessary by the Chief.

505.1.2 Illumination. Addressing shall be illuminated at night in all new buildings. Signs shall be internally or externally illuminated. When the luminance of the face of a sign is from an external source, it shall have an intensity of not less than 5.0 foot-candles. Internally illuminated signs shall provide equivalent luminance.

G. Section 507, Fire Protection Water Supplies, is amended as follows:

1. Subsection 507.1, Required Water Supply, is amended to read as follows:

507.1 Required Water Supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet (45,720 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief. See Section 507.5.

ATTACHMENT 12**EXCEPTIONS:**

1. Group R, Division 3 Occupancies provided with an automatic fire sprinkler system approved by the adopted NFPA Standard in areas not provided with a public water supply.
2. Group U Occupancies.
3. Water Supplies for Suburban and Rural Fire Fighting. Where the standards of this code cannot be met for development in rural areas, a fire sprinkler system or pressurized water system acceptable to the AHJ shall be acceptable to meet the water supplies required. Such proposals shall also be subject to the following:
 - a. The structure is beyond 3,000 (914 M) feet of any existing adequate sized water system. Structures within 3,000 (914 M) feet of an existing adequate sized water system, but beyond a water purveyor service area, will be reviewed on an individual basis.
 - b. When public or private water becomes available, connection to such a system shall be required.

2. Subsection 507.5.5.1, Vehicle parking, is added to read as follows:

507.5.5.1 Vehicle parking. It shall be an infraction to park, place or leave standing any unattended vehicle within 15 feet of any public or private fire hydrant along any public or private street or roadway.

EXCEPTION: If the vehicle is owned or operated by a fire department and clearly marked as a fire department vehicle.

H. Section 901, General, is amended as follows:

1. Subsection 901.6.2. Electronic filing is added to read as follows:

901.6.2 Electronic Filing. Records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the Authority Having Jurisdiction electronically using the records management system approved by the Authority Having Jurisdiction.

2. Subsection 901.7.7, System maintenance, is added to read as follows:

901.7.7 System maintenance. All individuals or companies installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishers, smoke and heat ventilators, smoke-removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's Office or both.

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The authority having jurisdiction shall be notified immediately when a fire protection or detection system or portion thereof is found inoperable.

The authority having jurisdiction shall be notified in writing within 72 hours by the person performing repairs, testing, or maintenance when a fire protection or detection system is not in compliance with applicable codes.

When changes involve shutting off water for a considerable number of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored each night in so far as possible. The Chief may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the Chief may require the system to be disconnected or shunt out the private fire alarm system and/or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the Chief may require the system to be repaired and written notification to be provided to the Chief before he or she responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility shall notify the fire dispatch center.

I. Section 903, Automatic Sprinkler Systems, is amended as follows:

1. Subsection 903.1.1, Alternative protection, is retitled "All Occupancies except Group U Occupancies, for all other occupancies, and automatic sprinkler system shall be installed and equipped with an electronic monitoring system as follows", and amended to read as follows:

EXCEPTION: Non-combustible, detached canopies open on four sides not exceeding the basic allowable square footage in the IBC used exclusively for the parking or storage of private or pleasure vehicles and non-combustible storage (includes fuel islands).

2. In every story or basement of all buildings when the floor area exceeds 1,500 square feet (139.4 m²) and there is not provided at least 20 square feet (1.86 m²) of opening entirely above the adjoining ground level in each 50 lineal feet (15,240 mm) or fraction thereof of exterior wall in the story or basement on at least one side of the building. Openings shall have a minimum dimension of not less than 30 inches (762 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

When openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the story shall be

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provided with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of an exterior wall of the story.

If any portion of a basement is located more than 75 feet (22,860 mm) from openings required in Section 903.1.1, the basement shall be provided with an approved automatic sprinkler system.

3. At the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through three or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Sprinkler heads shall be accessible for servicing.
 4. In rooms where nitrate film is stored or handled. See also Section 306.2.
 5. In protected combustible fiber storage vaults as defined in Chapter 29.
 6. In every new building where the total floor area exceeds 3,599 square feet (334.48 m²) or greater. See item #9 below. Nothing in this subsection shall preclude the use of fire resistive substitutions otherwise permitted under IBC.
 7. An automatic fire sprinkler system shall be installed in any portion of a building where there is a change of occupancy and the floor area of that portion of the building, which is changed, exceeds 3,599 square feet (334.48 m²).
 8. An automatic fire sprinkler system shall be installed in every building when there is an addition to the floor area in existence on the effective date of this ordinance of 20 percent or more within a 12-month period and the aggregate floor area of the building exceeds 3,599 square feet (334.48 m²).
 9. In existing buildings, other than one or two family dwelling units. An automatic fire sprinkler system shall be installed in any portion of an existing building, other than one or two-family dwelling units, where alterations or repairs within any 12-month period exceed fifty percent (50%) of the assessed value of the existing building or structure.
 10. For the provisions of this section, two or more buildings existing entirely within the property lines of one parcel shall be considered a single building when exterior wall protection is not provided and the aggregate floor area exceeds 3,599 square feet (334.48 m²).
 11. For the provisions of this section, area separation walls shall not apply to eliminate the installation of a sprinkler system.
2. Subsection 903.2.18, Group U Occupancies, is amended as follows:
- 903.2.18.1 Group U Occupancies. Group U occupancies within 6-feet of a Group R-3, carports with habitable space above and attached garages, accessory to Group R-3 occupancies, shall be protected by residential fire sprinklers in with this section. Residential fire sprinklers shall be connected to, and installed in accordance with, an

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automatic residential fire sprinkler system that complies with Section R313 of the California Residential Code or with NFPA 13D. Fire sprinklers shall be residential sprinklers or quick-response sprinklers, to provide a minimum density of 0.05 GPM/ft² over the area of the garage and/or carport, but not to exceed two sprinklers for hydraulic calculation purposes. Garage doors shall not be considered obstructions with respect to sprinkler placement.

3. Subsection 903.4.4, Existing sprinkler systems, is added to read as follows:

903.6.3 Existing sprinkler systems. All existing automatic sprinkler systems shall be monitored for water flow by an approved alarm service provider's Type A (listed) Central Station.

4. Subsection 903.4.5, Valves, is added to read as follows:

903.4.4 Valves. When required by the Chief, valves controlling sprinkler systems shall be maintained in an open position by locking the valve open in an approved manner.

5. Subsection 903.4.6, Fire control room, is added to read as follows:

903.4.5 Fire control room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Said room shall contain all system control valves, fire alarm control panels and other fire equipment required by the Chief. Fire control rooms shall be located within the building at a location approved by the Chief, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room.

EXCEPTION: Group R, Division 3 Occupancies.

- J. Section 907, Fire Alarm and Detection Systems, is amended as follows:

1. Subsection 907.6.5, Monitoring, is amended to read as follows:

907.6.5.4 Central Station Monitoring. Required alarm systems shall be monitored by an approved alarm service provider's Type A (listed) Central Station as established by Sacramento Regional Fire/EMS Communication Center.

The Central Station monitoring company or approved Alarm Company shall notify the authority having jurisdiction in writing, within 72 hours, of systems that are found not to be in compliance with applicable codes.

Receipt of supervisory signals by the monitoring company require the dispatch of a runner or maintenance person (arrival time not to exceed 1 hour), unless the condition can be restored to normal through the subscriber's efforts.

2. Subsections 907.6.5.4, Branch electrical circuits, 907.6.5.5, Multi-building or zone monitoring, and 907.6.5.6, Alarm transmission, are added to read as follows:

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907.6.5.4 Branch electrical circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the house meter panel board.

When a separate source of power (i.e. emergency generator) is provided the fire alarm circuit shall be energized from the emergency panel board.

907.6.5.5 Multi-building or zone monitoring. When a Central Station is monitoring more than one zone or building with a single retransmitter, the Central Station shall identify the particular zone or building or both that is in alarm, where required by the Chief.

Fire Alarm Panels installed at the protected premise shall be capable of differentiating between signals, including water flow, manual, and automatic activating components and transmitting distinctive fire alarm, supervisory and trouble signals.

907.6.5.6 Alarm transmission. The activation of a fire sprinkler system, hood extinguishing system, special extinguishing system or a fire alarm/detection system shall cause the system to initiate a signal to the Central Station within 90 seconds. Retransmission from the Central Station to the Fire Dispatch Center shall not exceed 60 seconds.

EXCEPTION: Existing buildings without an alarm system which install hood extinguishing systems or special extinguishing systems need not be monitored.

3. Subsection 907.6.5.1, Automatic telephone dialing devices, is amended to read as follows:

907.6.5.1 Automatic telephone dialing devices. Two separate telephone lines (numbers) shall be provided from the protected premises to the Central Station, which use Digital Alarm Communicator Transmitter (DACT). All costs regarding the installation, maintenance, and continuous operation of those lines shall be the responsibility of the building owner.

- K. Section 5003, General Requirements, is amended as follows:

1. Section 5003.10.3.7, Parking and garaging, is added as follows:

5003.10.3.7 Parking and garaging. Vehicles containing hazardous materials in amounts that require placarding under state or federal law and possessing the physical hazards listed in Section 5001.2.2 shall not be left unattended on any residential street; nor in or within 500 feet of any residential area, apartment or hotel complex, educational, hospital or care facility at any time; or at any place that would, in the opinion of the Chief, present a life or safety hazard.

- L. Section 5608, Fireworks Display, is amended as follows:

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1. Section 5608.1, General, is amended to read as follows:

5608.1 General. Fireworks and temporary storage, use and handling of pyrotechnic special effects material used in motion pictures, television, and theatrical and group entertainment productions shall be in accordance with this chapter and local and state regulations.

2. Section 5608.2, Permit Application, is added to read as follows:

5608.2 Permit Application. Permits are required to conduct a fireworks display as required by local and state regulations. Permit application shall be made not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audiences will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the Chief shall be consulted regarding requirements for standby personnel and fire apparatus.

3. Section 5608.3, Sales, is added to read as follows:

5608.3 Sales. Permits are required for the sale and display of "Safe and Sane" approved fireworks as permitted and regulated by Article 7 of Chapter 4.54 of the Sacramento County Code and as hereinafter amended.

4. Section 5608.4, Storage, is added to read as follows:

5608.4 Storage. Storage of fireworks is prohibited except by special permits as required by local and state regulations.

5. Section 5608.5, Pyrotechnic special effects material, is added to read as follows:

5608.5 Pyrotechnic special effects material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material as required by local and state regulations. A permit for use shall be granted only to a licensed pyrotechnic operator.

6. Section 5608.6, General, is added to read as follows:

5608.6 General. Storage, use and handling of fireworks shall be in accordance with local and state regulations.

7. Section 5608.7, Seizure, is added to read as follows:

5608.7 Seizure. The Chief is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of local, state, or federal regulations.

8. Section 5608.8, General, is added to read as follows:

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5608.8 General. Fireworks displays shall be in accordance with local and state regulations.

9. Section 5608.9, General, is amended as follows:

5608.9 General. Temporary storage, use and handling of pyrotechnic special effects material used in motion picture, television, theatrical and group entertainment productions shall be in accordance with local and state regulations. Permanent storage of pyrotechnical special effects materials shall be in accordance with Section 5608.

M. Appendix B is amended as follows:

1. Subsection B105.2, Buildings other than One- and Two-Family Dwellings, is amended to read as follows:

B105.2 Buildings other than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

EXCEPTION:

1. A reduction in required fire flow of up to 50 percent, as approved by the Chief, is allowed when the building is provided with an automatic sprinkler system approved pursuant to the adopted NFPA Standards. The resulting fire flow shall not be less than 1,500 gallons per minute (5,677.5 L/min.). Reduction of fire flow does not apply to number of fire hydrants required or duration of fire flow required.
2. A reduction in required fire flow of up to 75 percent, as approved by the Chief, for warehouse buildings of Type I, Type II, and Type III-N construction and provided with early suppression fast response fire sprinkler systems. Reduction of fire flow does not apply to number of fire hydrants required or duration of fire flow required.

N. Appendix C is amended as follows:

1. Section C104, Consideration of Existing Fire Hydrants, is amended to read as follows:

C104.1 Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstructions of such roads.

C104.2 Existing single outlet 2 1/2 inch hydrants shall be changed to an approved steamer style hydrant, when a tentative subdivision or parcel map, merge of lots, change of use or change in intensity of use of an existing building, expansion of an existing structure, or construction increases the required fire flow.

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C104.3 Where water main improvements are required to meet GPM flow and the existing water main has a single 2 1/2 inch outlet fire hydrant, an upgrade of hydrants will be required.

C104.4 Existing hydrants affected by right of way improvements shall be moved to an approved location at no cost to the fire authority.

2. Table No. C105.1, Number and Distribution of Fire Hydrants, is amended to read as follows:

TABLE NO. C105.1

NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS^{1, 3, & 4} (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE³ (Ft.)
1,750 or less	1	300	150
2,000 – 2,250	2	300	150
2,500	3	300	150
3,000	3	300	150
3,500 – 4,000	4	300	150
4,500 – 5,000	5	300	150
5,500	6	300	150
6,000	6	250	150
6,500 – 7,000	7	250	150
7,500 or more	8 or more ²	200	120

¹ Reduce by 150 feet for dead-end streets or roadways.

² One Hydrant for each 1,000 gpm or fraction thereof.

³ Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1,000 foot (305 m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

⁴ Average spacing between hydrants may be extended to 500 feet on streets serving one and two family dwellings.

3. Section C106, Hydrant Type, is added to read as follows:

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The Chief shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.

4. Section C107, Hydrants – Both Sides of a Street, is added to read as follows:

Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. Streets have median center dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both.
2. When there are four or more lanes of traffic.
3. Width of street in excess of 88 feet.
4. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvement Plans for the County of Sacramento.

O. Chapter 47, Nationally Recognized Standards of Good Practice, is added to read as follows:

NATIONAL FIRE PROTECTION ASSOCIATION

Batterymarch Park, Quincy, MA 02269

All NFPA Standards shall be adopted except:

11C, 13E, 13R, 297, 473, 550, 902, 1001, 1002, 1003, 1021, 1031, 1033, 1035, 1041, 1201, 1221, 1402, 1404, 1405, 1410, 1500, 1561, 1581, 1901, 1911, 1914, 1931, 1932, 1971, 1975, 1981, 1982, 1983, 1999, 1710, 1720
[Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.090 High explosives.

In accordance with the provisions of Division 11, Explosives, Part 1, High Explosives, Sections 12000 and 12401 of the California Health and Safety Code, the chief of police shall have the primary responsibility for the enforcement of the provisions therein. Wherever there appears in the fire code any rule, regulation or provision that is in conflict with the Health and Safety Code, the Health and Safety Code shall rule. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.100 Public safety 800 Mhz radio building amplification system.

All buildings or portions of buildings hereafter constructed shall provide for adequate emergency personnel radio communications by complying with the public safety 800 Mhz radio building amplification system installation and testing standard.

Exemption. This section shall not apply to buildings less than 5,000 square feet or any R-3 occupancy. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

ATTACHMENT 12**17.04.110 Flammable and combustible liquids and liquefied petroleum gases.**

- A. Applications for permits for the installation or modification of aboveground tanks for the storage of flammable and combustible liquids shall be made to the Rancho Cordova building department, and the Sacramento metropolitan fire district. Files, records, and copies of all permits shall be kept in the Rancho Cordova building department and will be available on request. The Rancho Cordova building department shall instruct the applicant as to the necessity of also obtaining concurrent approval from the Sacramento metropolitan fire district for issuance of a permit.
- B. In addition to any other applicable requirements, the installation or modification of underground tanks for the storage of hazardous materials, including flammable and combustible liquids, shall require valid permits from the environmental health branch of Sacramento County and the Sacramento metropolitan fire district.
- C. Applications for permits for the installation or modification of liquefied petroleum gases shall be made to the Rancho Cordova building department and the Sacramento metropolitan fire district, whose decisions shall be final. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.04.120 Structural fires.

The chief shall notify all occupants or owners of structures which have suffered damage by fire that such structures or buildings must be inspected before any repairs thereto are made. A permit covering the structural, electrical and plumbing repairs shall be obtained from the Rancho Cordova building department. The chief shall report all such structural fires to the Rancho Cordova building department on a form prescribed by the building department within 24 hours after the occurrence of such fire. [Ord. 28-2010 § 1; Ord. 35-2007 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Chapter 17.12 WEED CONTROL

Sections:

- 17.12.010 Findings.
- 17.12.020 Definitions.
- 17.12.030 Concurrent authorities.
- 17.12.040 Enforcement.
- 17.12.050 Prohibited conduct.
- 17.12.060 Firebreak required.
- 17.12.070 Inspection.
- 17.12.075 Removal required.
- 17.12.080 Abatement notice.
- 17.12.085 Appeal.
- 17.12.090 Removal of hazardous weeds.
- 17.12.095 Costs of abatement – Confirmation.
- 17.12.100 Costs – Assessments.
- 17.12.105 Penalty – Infraction.

17.12.010 Findings.

The city council finds and declares that the uncontrolled growth and/or accumulation of grass, weeds or other materials or obstructions on sidewalks, streets, and on lands or lots is dangerous or injurious to neighboring property and the health or welfare of residents of the vicinity and is a public nuisance in that it creates a condition that reduces the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, creates a harbor for rodents and insects and is injurious to the health, safety and general welfare. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.020 Definitions.

As used in this chapter:

“Accumulation of weeds” includes, but is not limited to, permitting or allowing the growth of weeds.

“Garbage” includes, but is not limited to, the following: waste resulting from the handling of edible foodstuffs or resulting from decay, and solid or semisolid putrescible waste, and all other mixed, nonrecyclable wastes which are generated in the day-to-day operation of any business, residential, governmental, public or private activity, and may include tin cans, bottles and paper or plastic, or other synthetic material, food or beverage containers.

“Refuse” includes rubbish and garbage, as defined herein.

“Rubbish” includes all the following, but is not restricted to, nonputrescible wastes, such as paper, cardboard, grass clippings, tree or shrub trimmings, wood, bedding, crockery, rubber tires, construction waste and similar waste materials.

“Weeds,” as used in this chapter, includes any of the following:

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1. Weeds which bear seeds of a downy or wingy nature;
2. Sagebrush, chaparral, and any other brush or weeds which attain such hard growth as to become, when dry, a fire menace to adjacent improved property;
3. Weeds and grasses which are otherwise noxious;
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;
5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.030 Concurrent authorities.

This chapter is not the exclusive regulation for weed and refuse abatement within the city. It shall supplement and be in addition to the other regulatory codes, statutes, and ordinances heretofore and hereafter enacted by the city, the state, or any other legal entity or agency having jurisdiction. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.040 Enforcement.

The enforcement official shall have authority to enforce this chapter and issue citations for violations. For purposes of this chapter, the "enforcement official" may be:

- A. The city manager or his/her designee;
- B. The director of code enforcement for the city; and/or
- C. The chief of the Sacramento metropolitan fire district or his/her designee, which may include the Sacramento County fire warden. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.050 Prohibited conduct.

A person shall not dump weeds or refuse, nor shall he permit the dumping of weeds or refuse, nor shall he permit the accumulation of weeds or refuse, on his property or on any other property in such a manner as to constitute a fire hazard. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.060 Firebreak required.

All dry grass, brush, vines or other dry vegetation shall be cleared for an area of not less than 30 feet from all structures, combustible fences, vehicles and combustible storage. The enforcement official may require additional clearances when topographical or geographical conditions warrant said action. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.070 Inspection.

The enforcement official, or personnel acting under his or her direction, may enter upon private or public property whenever necessary to enforce or administer the provisions of this chapter; provided, however, that this right of entry and inspection shall not be construed to grant the right to enter into any dwelling or appurtenances thereto which may be located on the land. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

ATTACHMENT 12**17.12.075 Removal required.**

The owner, lessee or occupant of buildings, grounds, or lots within the city shall remove from such property and adjacent streets refuse, rubbish and weeds growing or accumulated thereon in accordance with procedures and methods prescribed by the enforcement official. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.080 Abatement notice.

Proceedings under this chapter shall commence when a violation of this chapter is identified and notice is given in the manner prescribed as follows. The enforcement official shall mail written notice to each person that has an ownership interest in the property to which the violation pertains. Ownership interest shall be determined based on the last equalized assessment roll available on the date of mailing of the notice. Notification shall also be accomplished by posting on the property where the owner's mailing address is not available or not current.

The contents of written and posted notices shall include the following:

- A. A description of the property by reference to the assessor's parcel number as used in the records of the county assessor, and by reference to the common name of a street or road upon which the property abuts, if the property abuts upon a road or street;
- B. A statement that there are weeds, rubbish or refuse upon the property;
- C. A request that such weeds, rubbish or refuse be removed or abated by a date certain, which shall not be less than 15 calendar days following the mailing or posting of the notice;
- D. A statement that the weeds, rubbish or refuse may be removed under authority of the city and the costs of such removal and abatement made a legal charge against the owner or owners of the property, a lien on the property and subject to collection with property taxes as specified under Sections 39501, 39502, 38773.1 and 38773.5 of the Government Code;
- E. A statement referencing the right to appeal the enforcement official's determination; and
- F. With respect to notices which are posted, a title which reads "Notice to Remove Weeds, Grass, Noxious Vegetation, Rubbish and Other Obstructions," the letters of the foregoing title to be not less than one inch in height.

Notices which are posted shall be conspicuously posted in front of the property, or if the property has no frontage upon a road or street, then upon a portion of the property nearest to a road or a street most likely to give actual notice to the owner. Notices shall be posted not more than 100 feet in distance apart upon property with more than 200 feet of frontage, and at least one notice shall be posted on each parcel with 200 or less feet of frontage. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.085 Appeal.

Any person who is adversely affected by the notice set forth in RCMC 17.12.080 may appeal such notice by requesting an appeal hearing in writing within 15 days of the date of the notice. Timely appeal shall stay any further action for removal or abatement until the date set for

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hearing, unless the weeds at issue present an imminent fire hazard within 100 feet of any property containing a structure. The enforcement official shall set the matter for hearing before a hearing examiner selected in accordance with RCMC 16.18.204. The appellant shall be provided with notice of the appeal hearing at least 15 days prior to the hearing date. The appellant shall have the right to appear in person or by agent, designated in writing, at the hearing and present oral, written and/or photographic evidence. The order of the hearing examiner denying or granting the appeal shall be issued within 15 days of the date of the hearing. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.090 Removal of hazardous weeds.

If compliance has not been accomplished at the end of the time allowed for compliance in the original notice, or as extended by administrative agreement or the hearing examiner, the enforcement official that issued the notice may order such weeds or other flammable vegetation to be removed by the Sacramento metropolitan fire district or the city of Rancho Cordova or by private contractor selected by the city. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.095 Costs of abatement – Confirmation.

When proceedings under this chapter result in the removal of weeds, rubbish or refuse from property subsequent to the date specified in any notice issued pursuant to the provisions of RCMC 17.12.080, prorated administrative costs of such proceedings incurred by the Sacramento metropolitan fire district or the city of Rancho Cordova and the actual cost of removal, if removal is undertaken by the Sacramento metropolitan fire district or the city of Rancho Cordova or its contractor, may be assessed against the property. Such administrative costs may include those incurred in inspecting property, publication, mailing and posting of notices, preparation of contracts, review of bids by contractors, and administration of contracts. It is the purpose of this section to allow the assessment against property of prorated administrative costs of proceedings if weeds, rubbish or refuse are ultimately removed from property subsequent to the date specified in any notice issued pursuant to the provisions of RCMC 17.12.080, whether such removal is undertaken by the owner or occupant of the property or by the Sacramento metropolitan fire district, the city of Rancho Cordova or its contractor.

The enforcement official shall keep an account of the administrative and removal costs of abatement, and shall submit to the city council for confirmation an itemized written report showing such unpaid costs and their proposed assessment to the respective properties. The report shall be filed with the city clerk not later than 15 calendar days in advance of the confirmation hearing required below.

Upon receipt of the report, the city clerk shall schedule a public hearing to receive protests and confirm the report. A statement of the proposed assessment and notice of the time, date and place of the hearing, together with reference to the report on file with the clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed shown on the last equalized assessment roll available on the date of mailing of the notice to the address or addresses of the owner or owners shown on the roll or any other address or addresses ascertained to be more accurate. Such notice shall be mailed not later than 15 calendar days in advance of the hearing. Notice of the time, date and place of the public hearing by the city council shall be published once in a newspaper of general circulation published within the city. With respect to each property proposed to be assessed for which the name of the owner or owners is not shown on the last equalized assessment roll or no address for an owner is shown

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on the last equalized assessment roll, the notice shall show the name or names of the owner or owners if such name or names are shown on the last equalized assessment roll, the assessor's parcel number, the street address of the property if the property has an address and the address is known to the enforcement official, the name of the street or road upon which such property abuts if the property abuts upon a street or road, the amount of the proposed assessment and reference to the report on file with the city clerk. Such publication shall be made not later than 15 calendar days in advance of the hearing.

At the time fixed for receiving and considering the report, the city council shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the abatement. The city council may continue the hearing and delegate to the city manager or his designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided, that the city council provides an opportunity for individual consideration of each project upon receipt of the recommendation by the city manager or his or her designee. The city council may modify the report if it is deemed necessary. The city council shall then confirm the report by motion or resolution. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.100 Costs – Assessments.

- A. If the costs as confirmed are not paid within 30 days of the date of mailing of the notice or date of publication pursuant to RCMC 17.12.080, such costs shall be assessed against the parcel of land as a nuisance abatement lien in accordance with Section 38773.1 of the Government Code and shall be transmitted to the office of the county recorder for Sacramento County for recordation. A lien authorized by this section shall specify the amount of the lien, that the lien is being imposed on behalf of the city of Rancho Cordova, the date of the abatement order, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel. Prior to recording of a lien authorized by this section, a notice of lien shall be issued in accordance with Section 38771.1(b) of the Government Code.
- B. As an alternative to the lien procedure in subsection (A) of this section, abatement costs may be levied against the parcel of land as a special assessment in accordance with Section 38773.5 of the Government Code. Any special assessment imposed on real property pursuant to this section may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary municipal taxes. Notice of any special assessment that is levied on real property pursuant to this section shall be given to the property owner by certified mail, and shall contain the information set forth in Section 38773.5(c) of the Government Code. All laws applicable to the levy, collection, and enforcement of municipal taxes, including those described in Section 38773.5(c) of the Government Code, shall be applicable to such special assessment.
- C. If subsequent to the mailing of the notice of violation as set forth in RCMC 17.12.080, and prior to transmittal of the notice of unpaid costs to the county of Sacramento for collection as set forth in subsection (A) of this section, the property subject to the notice of violation is sold, or title otherwise transferred to a bona fide purchaser, said costs shall be the responsibility of the owner of record as of the date said notice of violation was placed in the United States Postal System or posted on the property.
- D. In addition to assessing the unpaid costs as provided in subsections (A) and (B) of this section, the city manager or his delegated representative may pursue any remedy provided

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by law for collection of the unpaid costs. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

17.12.105 Penalty – Infraction.

A. Notwithstanding the provisions of any other section of this code, violation of any of the provisions of this chapter, or failure to comply with any of the regulatory requirements of this chapter, is an infraction.

B. Every violation of this chapter is punishable by:

1. A fine not exceeding \$100.00 for the first violation;
2. A fine not exceeding \$200.00 for the second violation of the same provisions within one year; and
3. A fine not exceeding \$500.00 for each additional violation of the same provisions within one year. [Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 12**ATTEST:**

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: SCOOTER'S COFFEE CONDITIONAL USE PERMIT, MINOR DESIGN REVIEW AND ADJUSTMENT; PROJECT NO. DD8329 – LOCATED AT 2352 SUNRISE BOULEVARD.



PROPERTY OWNER: Ethan Conrad Properties Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: Morton & Pitalo, Inc. Gregory Bardini, P.E. 75 Iron Point Circle, Suite 120 Folsom, CA 95630
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PROJECT: FILE: LOCATION: APN: PLANNER:	A 420 square foot drive-through Scooter's Coffee kiosk is proposed to be developed in the existing Rivergate Plaza parking lot; requiring a Conditional Use Permit, Minor Design Review & an Adjustment to the length of drive-aisle requirements (23.910.030.E.1.b) from 180 feet to 130 feet. DD8329 2352 Sunrise Boulevard 058-0261-027-0000 William Campbell
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RECOMMENDATION

Adopt Resolution No. 133-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would allow construction of a new 420 square foot drive-through coffee kiosk in the existing Rivergate Plaza Shopping Center parking lot. This infill project would remove roughly 30 spaces from a current oversupply of surface parking and would substantially enhance the shopping center landscape.

REQUIRED PERMITS AND REGULATORY BASIS

Drive-through establishments are allowed with a Conditional Use Permit in the Commercial Mixed-Use District (Sections 23.313 and 23.910 of the Zoning Code). Minor Design review (Section 23.140) is required to ensure compatibility and implementation of development standards. As part of the design review process, the project site design was reconfigured to work with existing and potential new development, create a more attractive frontage, improve internal circulation, and address the more specific needs of the small coffee business which is different than a typical drive-through restaurant. As a result of the design review process an

Adjustment to the standard (Section 23.131), to allow a 130 feet drive-aisle for 5-6 cars, versus a 180 feet drive-aisle designed to accommodate 8-10 cars.

BACKGROUND

Scooter's Coffee Drive-through is proposed to be located in the existing Rivergate Shopping Plaza parking lot, bounded by Sunrise Boulevard to the east, and Zinfandel Drive to the South. It would be located between the two Sunrise Boulevard plaza entrances.

The project site is located within a large multiple tenant shopping center, with approximately 135,000 square feet of existing building area, that may eventually expand to approximately 170,000 square feet in the future. The overall shopping center and the project site are zoned Commercial Mixed Use (CMU) in a well-established shopping plaza.

The development of the 420 square foot kiosk and drive-through aisle requires the modification to approximately 15,300 square feet of existing parking improvements including pavement, curb, planting island, and replacement of a light standard. The surface parking area would be reconfigured with a total net loss of 30 parking spaces to the plaza.



FIGURE 1 - LOOKING TOWARD SUNRISE –
SCOOTER'S WHERE PARKING IS NOW



FIGURE 2 - LOOKING DIRECTION OF
DRIVE AISLE – WHERE CARS ARE IN
PHOTO

USE PERMIT

A coffee shop is well within the desired uses for the CMU zoning district, however, because it is proposed as a drive-through, Section 23.134 of the code requires a Conditional Use Permit, and in addition to meeting the findings, would be subject to the development standards listed in *Section 23.910.030. (Drive-in, and drive-through sales and service) E (Development and Design Standards)* of the Zoning Code.

The design and development package has been reviewed and has been determined to be in conformance with the requirements, findings and standards, subject to the adjustment of (E)(1)(b) (Drive-Through and Remote Teller Aisle) to allow 130' of car stacking length, instead of the standard 180'. As the code was designed to accommodate larger operations where cars tend to idle for prolonged periods of time waiting for more complex food orders or lengthy bank

transactions, the small coffee kiosk does not require a wait line for 7-10 vehicles. Scooter's has managed the majority of their 150 shops with aisle lengths accommodating 5-6 cars at a time. Because they conduct the majority of their business during the morning commute, there would be little conflict with any other use in the plaza. Nor would there be any issue of car back up on to Sunrise Boulevard should more than 5 or 6 cars get in line, as the drive aisle entrance is more than 130 feet from Sunrise, and cars could also pull into the many parking areas on site.

Scooter's has indicated the proposed hours of operation to be between 6:00AM and 8:00PM, seven days a week, with 70% of their business expected to be conducted before 10:00AM. This compliments the existing commercial retail that typically doesn't open for business until 10:00AM. Scooter's typically employs a total of 6-8 people, with no more than 3 typically on premises at a time.

The required findings and the evidence to support the Use Permit are contained in Resolution No. 133-2013 (**Attachment 1**).



FIGURE 3 – STREET FACING ELEVATION

DESIGN REVIEW FINDINGS

In accordance with Zoning Code Section 23.140, new commercial projects must obtain Minor Design Review approval. The proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines for new commercial buildings. Design Review approvals shall be granted only when the all of the findings defined in Zoning Code Section 23.140.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 133-2013 (**Attachment 1**) and in the Design Package (**Exhibit A**). The proposed structure and landscaping would contribute an attractive image to the plaza and would create substantially more landscaping to the fairly barren existing parking lot.

FIGURE 4 – SIDE ELEVATION



ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act.

RECOMMENDED MOTION

Move the City Council determine the project is consistent with the Environmental Impact Report prepared for the General Plan, which adequately addressed the environmental impacts for small new construction projects, and is therefore Categorically Exempt from further environmental review subject to Section 15303 of the California Environmental Quality Act; and adopt Resolution No. 133-2013 approving the Conditional Use Permit, Design Review and Adjustment to operate a Scooter's Coffee Drive-thru, subject to the attached Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No. 133-2013 including the Design Package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**).
2. 500' radius map and mailing labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 133-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT FOR A SCOOTER'S COFFEE DRIVE-THRU,
LOCATED ON THE WEST SIDE OF SUNRISE BLVD IN THE RIVERGATE PLAZA
SHOPPING CENTER, PROJECT #DD8329**

WHEREAS, Ethan Conrad Properties, Inc. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for approval a Conditional Use Permit to allow the development of a 420 square foot coffee drive-through in the parking lot of the existing Rivergate Plaza Shopping Center, located on the west side of Sunrise Boulevard, between Zinfandel Drive and Coloma Road; and

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 058-0261-027; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a duly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council:

Approves the Conditional Use Permit, subject to the following findings and supporting evidence:

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is consistent with the Environmental Impact Report prepared for the General Plan and is Categorically Exempt under Section 15303, New Construction or Conversion of Small Structures, as supported by the following Findings and Evidence:
 - A. Finding: *The project has been reviewed and is in accordance with the Guidelines of the California Environmental Quality Act.*
Evidence: This proposed drive-thru kiosk is Categorically Exempt under Section 15303 New Construction or Conversion of Small Structures. The proposed 420 square foot structure is consistent with the General Plan and all zoning designations; occurs on only 15,000 square feet of land within an already urbanized area, and will not result in significant effects relating to traffic, noise, air or water quality.
2. Approve the Conditional Use Permit, subject to the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.134.030:
 - A. Finding: *The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass,*

ATTACHMENT 1

parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The City Council finds that the site size, dimensions, location, topography, and access of the site are adequate for the proposed use and the new development will not have a negative effect on the surrounding area. This finding has been met.

- B. Finding: *Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards or other reasonable conditions of approval.*

Evidence: The City Council finds that any negative impacts of the proposed drive-through have been reduced to a less than significant level by the placement of landscaping to enhance the existing parking area, and through the application of Code standards and the attached Conditions of Approval. This finding has been met.

- C. Finding: *All required public facilities have adequate capacity to serve the proposal.*

Evidence: The City Council finds that all required public facilities have adequate capacity to serve the Project. Currently, all public facilities are adequately serving the existing site. This finding has been met.

- D. Finding: *The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.*

Evidence: The City Council finds the project is consistent with all the requirements of the Zoning Code Section 23.910.030, that the minor adjustment in car aisle length from 180 feet to 130 feet required for drive-through facilities, is justified given the nature of the proposed business, and the improvement in on-site circulation and landscaping that the proposed configuration provides. The conditions of approval will provide additional assurance that the new use will not negatively impact the area. This finding has been met.

- E. Finding: *If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the Zoning Code.*

Evidence: The affected portion of the existing parking lot is being brought into conformance with our current landscape and parking lot requirements through elements of this Project as identified in paragraph D above. This finding has been met.

3. Approve the Minor Design Review, subject to the Design Package (see **Exhibit A**) and the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.140.050;

- A. Finding: *The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.*

Evidence: The project is consistent with the goals and objectives of the General Plan to increase infill development. This project is consistent with the adopted

ATTACHMENT 1

design guidelines of the City and the development standards in the Zoning Code Section 23.910.030 E.

- B. *Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.*

Evidence: As proposed the landscape plan and building elevations will enhance the existing asphalt parking lot. The building and associated drive-through aisle are designed at an appropriate scale for the space they occupy and will contribute to a clearer circulation pattern in the shopping plaza as a whole.

- C. *Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.*

Evidence: The proposed coffee kiosk is architecturally attractive and provides visual interest to the plaza as the current Kmart building is set significantly back from the road. The structure and landscaping will enhance the parking lot and is of a scale and quality to enhance and contribute to the overall plaza's look and feel.

- D. *Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.*

Evidence: Site circulation will be improved and not negatively affect the existing ingress or egress to the site. The amount and duration of traffic into and out of the site will be concurrent with existing morning commute traffic already loaded on Sunrise Boulevard and Zinfandel Drive, and not add to existing volume. There is no projected increase in traffic to warrant the preparation of a traffic study. The new project will not interfere with existing bicycle paths or transit routes, and will provide better pedestrian and wheelchair access to the property by adhering to ADA standards.

4. Approve the Adjustment, as part of the Minor Design Review Package (see **Exhibit A**) and the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.131.040.

- A. *Finding: That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.*

Evidence: Based on the Scooter's Coffee business model, the site and facility as proposed is more than adequate to serve their needs. In the 105 stores currently in operation, the majority operate very successfully with vehicle stacking for 5 cars.

- B. *Finding: That the proposed development is compatible with existing and proposed land uses in the surrounding area.*

Evidence: The Coffee drive-through service would provide an additional amenity in the shopping plaza, bringing customers into the plaza that might not otherwise stop, and is in keeping with the mixed-use commercial character of the area and zoning designation. Additionally, the hours of operation would be complimentary to the retail component, as the majority of their business is concluded by the time the retail shops open for business.

ATTACHMENT 1

- C. Finding: *That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions.*

Evidence: The proposed parking adjustment provides for a much better overall site circulation and landscape design than could otherwise be achieved. If required to meet the 180 feet drive-aisle length, the plaza circulation would be seriously compromised.

- D. Finding: *Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.*

Evidence: As 70% of Scooter's business is conducted before 10am, there should be no conflict with other businesses in the plaza that typically do not open until that time. The granting of the adjustment further allows that fewer parking spaces would be removed, site circulation is improved and safer, and more parking lot landscaping will be provided.

- E. Finding: *The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.*

Evidence: This project is in keeping with the General Plan, land use for the Sunrise Boulevard North Planning Area of Commercial Mixed Use.

- F. Finding: *The adjustment is the minimum required to achieve the desired result.*

Evidence: Based on Scooter's Coffee model for their other 105 stores the majority of stores allows for 5 cars to be in line at time. As designed, the coffee kiosk fits cleanly between the two entrances to the plaza, providing an easy loop in and out of the site.

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

AYES:

NOES:

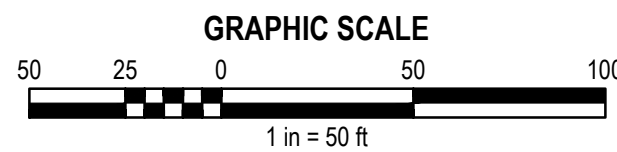
ABSENT:

ABSTAIN:

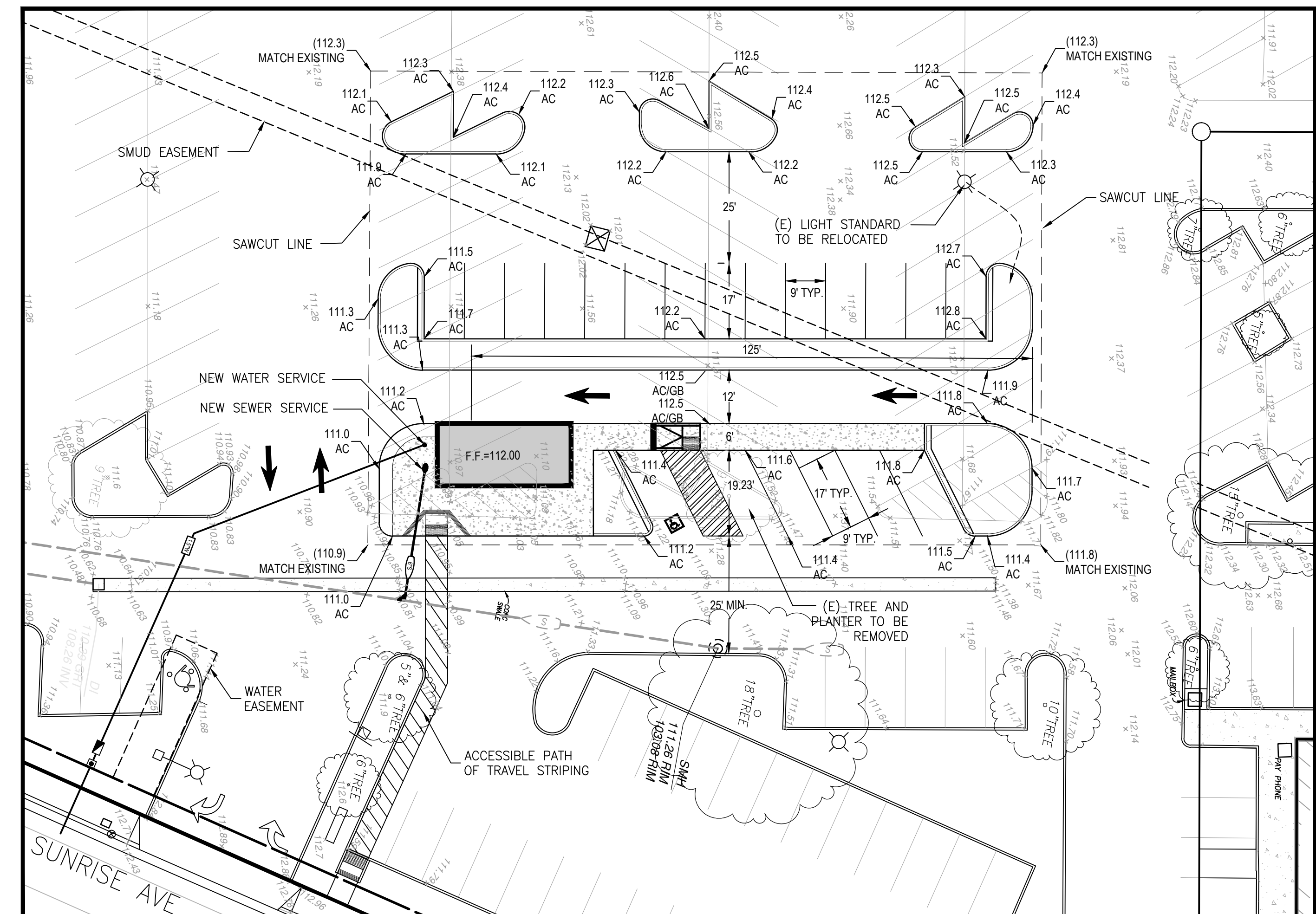
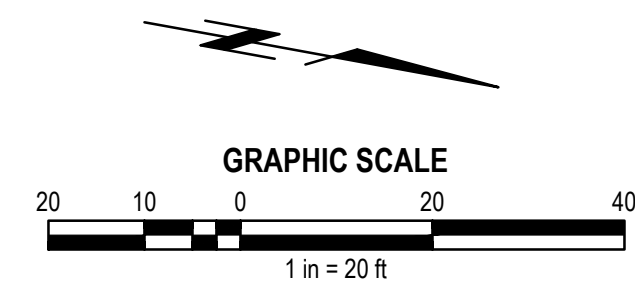
Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



VICINITY MAP
N.T.S.

mp

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING

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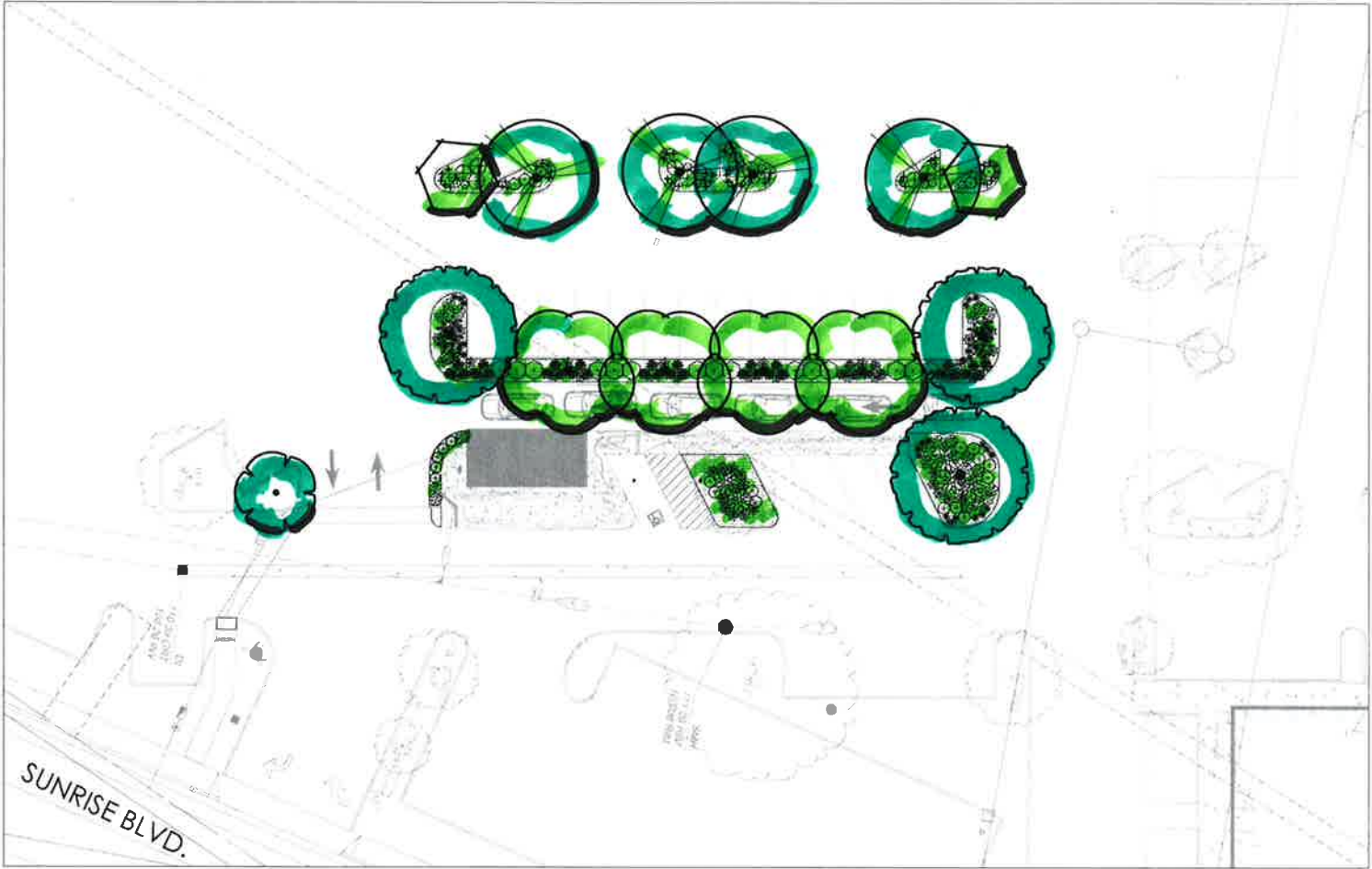
PRELIMINARY GRADING & UTILITIES

SCOOTER'S COFFEE - RIVERGATE PLAZA

PRELIMINARY GRADING & UTILITIES

2344 SUNRISE AVE.

RANCHO CORDOVA, CALIFORNIA



PLANTING NOTES

- 1. PLANT COUNTS SHOWN ARE FOR BIDDING REFERENCE ONLY. CONTRACTOR SHALL SUPPLY ALL PLANTS REQUIRED TO FULFILL DESIGN INTENT AS SHOWN. ADDITIONALLY, IF A GROUND COVER SYMBOL OR PATTERN IS SHOWN STOPPING AT THE EDGE OF A TREE OR SHRUB CANOPY SYMBOL, THE INTENT IS THAT THE GROUND COVER CONTINUE UNDERNEATH THE CANOPY SYMBOL(S) TO PROVIDE AN EVENLY COVERED GROUND PLANE.
- 2. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM THE TIME OF DELIVERY TO THE TIME OF PROJECT ACCEPTANCE. THE OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT, OR SEVERE WEATHER.
- 3. CONTRACTOR SHALL PLACE PLANT MATERIALS SO THEY DO NOT INTERFERE WITH IRRIGATION SYSTEM OR INHIBIT REQUIRED COVERAGE. PLANT LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN IS NOT ALTERED SIGNIFICANTLY. CONTRACTOR SHALL SET OUT PLANT MATERIAL IN THEIR CONTAINERS AS SHOWN AND RECEIVE ACCEPTANCE FROM OWNER'S REPRESENTATIVE WITH RESPECT TO PLANT HEALTH/APPEARANCE AND LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE A MINIMUM OF 2 WORKING DAY NOTICE FOR INSPECTION/OBSERVATION AND SHALL HAVE ALL MATERIAL IN SPECIFIED LOCATIONS FOR REVIEW AT ONE TIME. CONTRACTOR MAY BE BACKCHARGED FOR THE COST OF RE-INSPECTION IF MATERIAL IS NOT PREPARED AS SPECIFIED. CONTRACTOR SHALL PROMPTLY REPLACE ANY MATERIAL AS REQUESTED BY THE OWNER'S REPRESENTATIVE.
- 4. ALL NON-TURF PLANTING AREAS SHALL RECEIVE A PRE-EMERGENT HERBICIDE TREATMENT AND THREE INCH (3") LAYER OF "REGULAR WALK ON" FIR BARK MULCH TOP DRESS (2 INCH AVG. SIZE-SUBMIT SAMPLES) REFER TO SPECS. AS AVAILABLE FROM: RED-GRO CORP. 8909 ELDER CREEK RD. SACRAMENTO, CA. 95828 (800)-654-4358. NO REDWOOD, CEDAR OR SHREDDED BARK (GORILLA HAIR) IS TO BE USED FOR LANDSCAPING FOR THIS PROJECT.
- 5. ALL PLANTING AREAS SHALL BE MAINTAINED IN A WEED-FREE CONDITION AT ALL TIMES.
- 6. PRIOR TO PLANTING, CONTRACTOR SHALL CROSS-RIP/LOOSEN ALL PLANTING AREA SOILS TO A SIX INCH (6") MINIMUM DEPTH AND FORTIFY WITH AMENDMENTS. REFER TO SPECIFICATIONS, SOIL FERTILITY ANALYSES AND DETAILS FOR SITE-SPECIFIC SOIL AMENDMENT AND PLANTING INFORMATION. AS NECESSARY, CONTRACTOR SHALL EXCAVATE AND REMOVE ANY LIME-TREATED OR UNSUITABLE SOIL TO A DEPTH OF TWELVE INCHES (12") AND/OR ROTO-TILL/RIP ANY OVER-COMPACTED SOIL AND REMOVE ANY GRAVEL/ROCK (OVER 2" IN SIZE) AND BUILDING MATERIALS FROM ALL PLANTERS TO A MINIMUM DEPTH OF TWELVE INCHES (12"). IN AREAS THAT HAVE BEEN EXCAVATED AND REMOVED, CONTRACTOR SHALL FURTHER RIP/LOOSEN SUBGRADE SOIL FOUR TO SIX INCHES (4-6") PRIOR TO PLACING ANY REQUIRED AND PREVIOUSLY ACCEPTED IMPORT PLANTING/TOPSOIL MIX TO REQUIRED GRADES. ANY SUCH IMPORT PLANTING AREA SOIL SHALL THEN BE FORTIFIED WITH AMENDMENTS BASED ON FRESH FERTILITY ANALYSIS OF SAID IMPORT MATERIALS.
- 7. CONTRACTOR SHALL INSTALL ROOT BARRIERS FOR ALL TREES WITH TRUNKS SHOWN 5 FEET OR CLOSER TO PAVING. BARRIERS SHALL BE: DEEPROOT PARTNERS LP MODEL # LB-18-2 PANELS INSTALLED IN THE LINEAR FASHION AS SHOWN IN THE MANUFACTURERS INSTRUCTIONS. WIDTH OF TREE SYMBOL SHOWN MAY SERVE AS TREES EXPECTED CANOPY WIDTH AT MATURITY FOR CALCULATIONS OF QUANTITY/LENGTH OF ROOT BARRIER PANELS TO INSTALL.
- 8. PLANT MATERIALS OVER 4 INCHES IN HEIGHT AT MATURITY SHALL BE PLACED/ADJUSTED SO AS TO MAINTAIN A 3 FOOT CLEARANCE AWAY FROM ALL NON-DOOR SIDES OF ELECTRICAL TRANSFORMERS AND SWITCH GEARS WITH AN 8 FOOT CLEARANCE AWAY FROM DOOR ACCESS SIDES. TREE TRUNKS SHALL BE ADJUSTED TO MAINTAIN A 5 FOOT CLEARANCE AROUND ALL FIRE HYDRANTS AND FIRE PROTECTION EQUIPMENT. TREE TRUNKS SHALL ADDITIONALLY BE KEPT A MINIMUM OF 10 FEET CLEAR FROM ANY STREET LIGHT AND PARKING LOT LIGHT POLES.
- 9. ADA PATHWAY CLEARANCE. ALL TREE LIMBS SHALL BE PRUNED AND MAINTAINED TO A MINIMUM HEIGHT OF EIGHTY INCHES (80") ABOVE ANY ACCESSIBLE PATHS OF TRAVEL.
- 10. TREES OR OTHER LANDSCAPE MATERIALS AT BUILDINGS SHALL BE ADJUSTED OR PRUNED SO THAT AT MATURITY, THE MATERIALS DO NOT OBSCURE THE ADDRESS OR BUILDING NUMBERS.

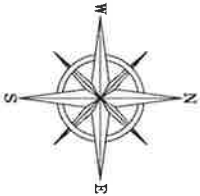
PLANT SCHEDULE

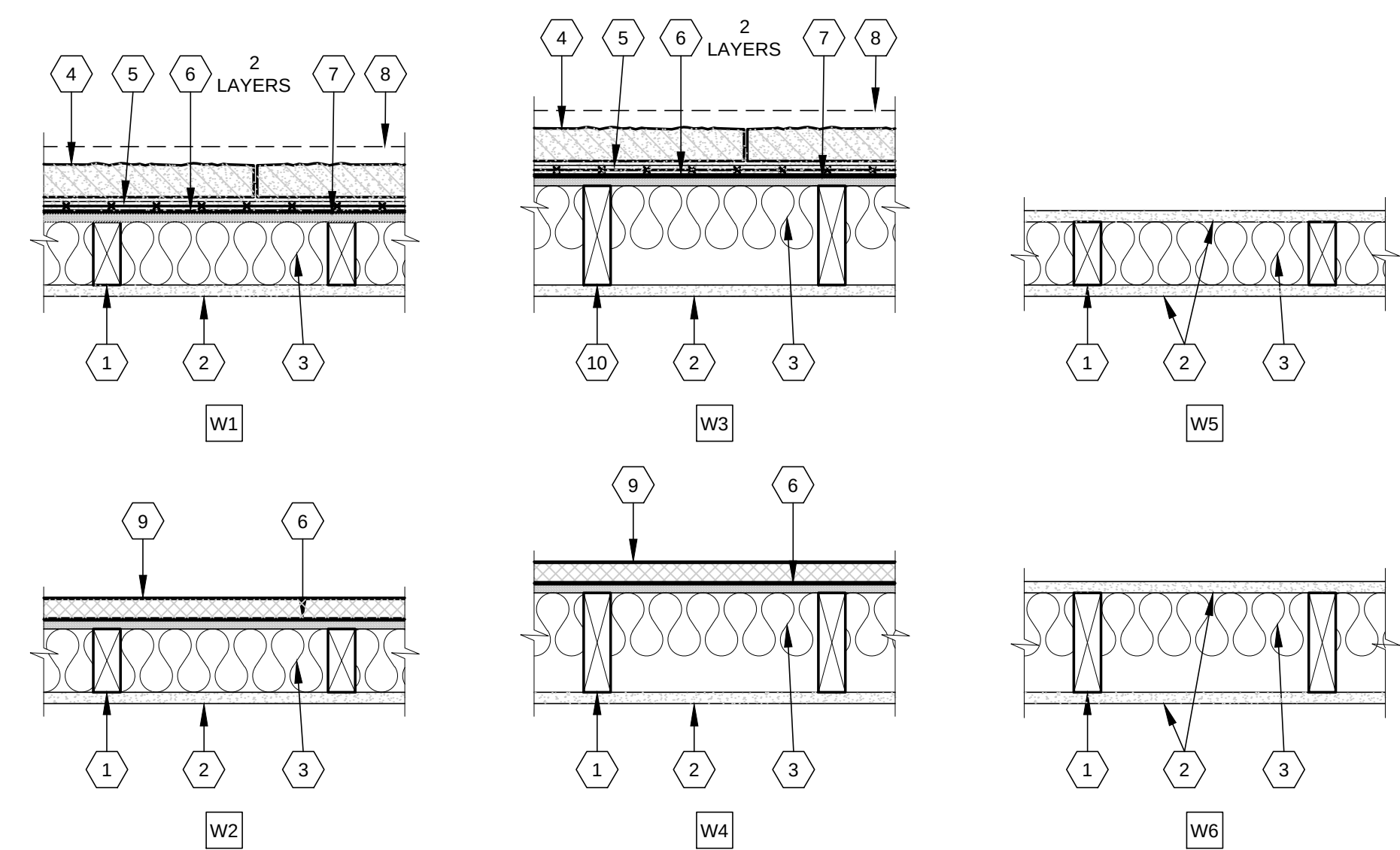
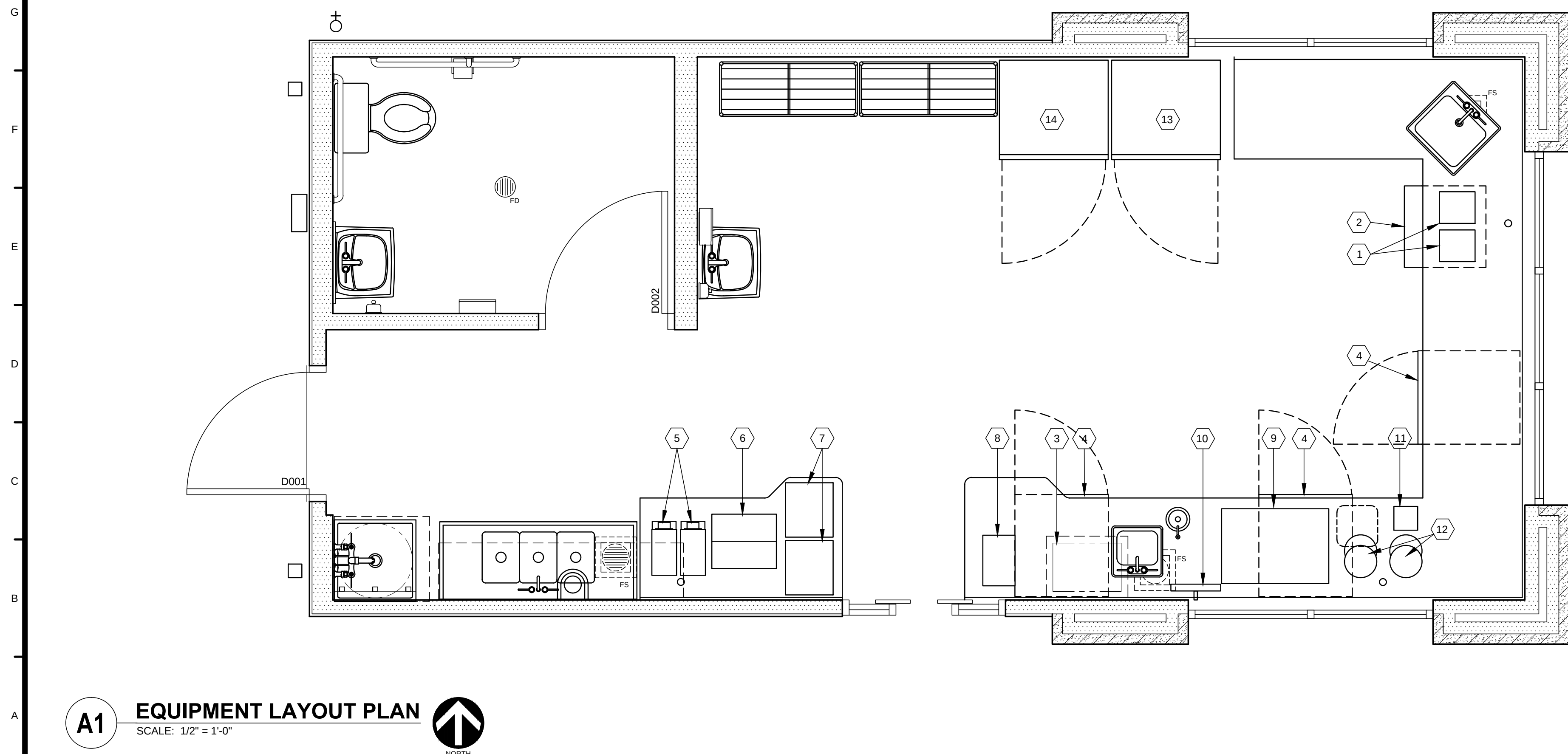
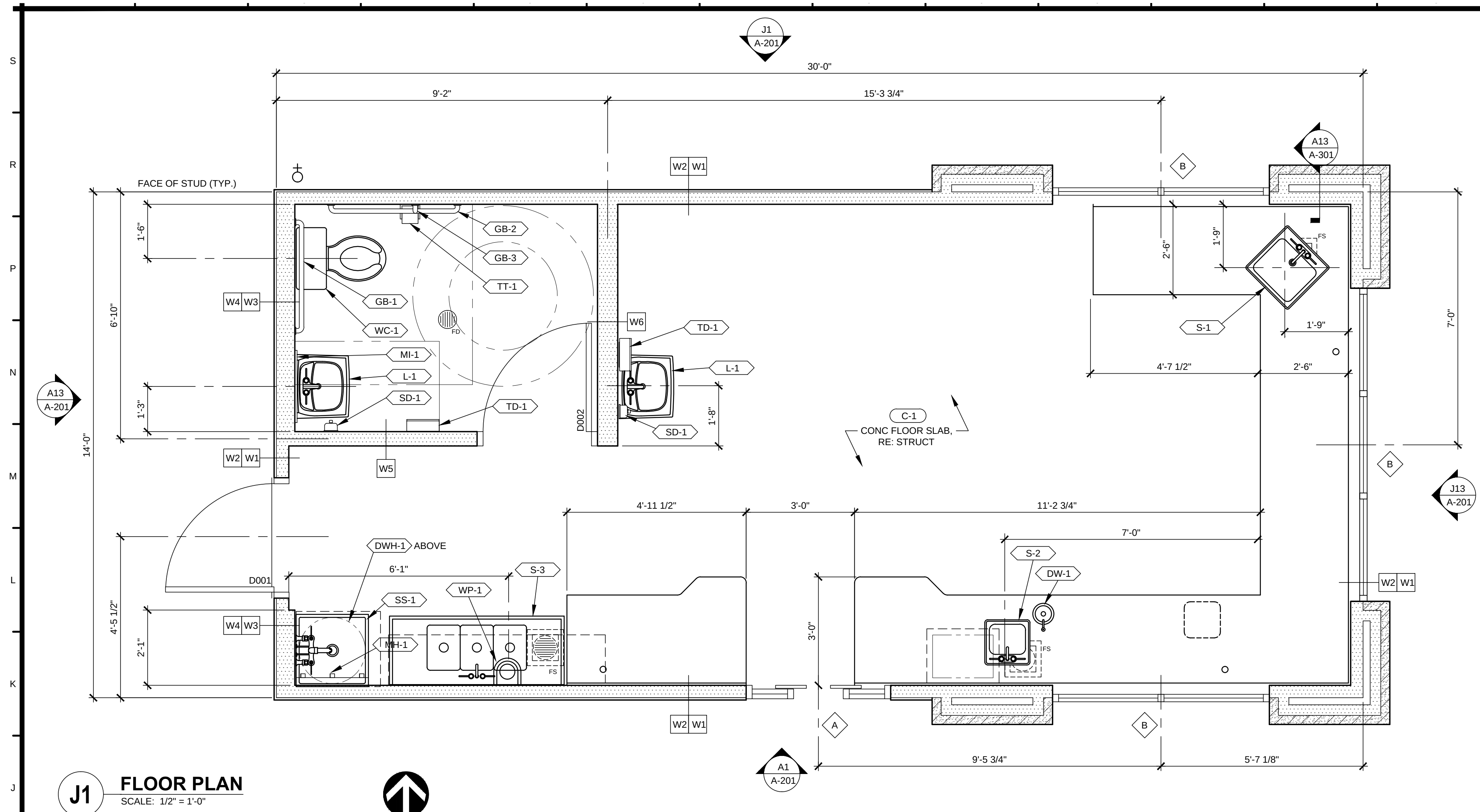
TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY	
	GINKGO BILOBA 'WINDOVER GOLD' / WINDOVER GOLD GINKGO	24"BOX	4	
	LAGERSTROEMIA X 'TUSCARORA' / CRAPE MYRTLE CORAL PINK	24"BOX	1	
	PISTACIA CHINENSIS 'KEITH DAVEY' / KEITH DAVEY CHINESE PISTACHE	24"BOX	4	
	PYRUS CALLERYANA 'CHANTICLEER' / CHANTICLEER PEAR	24"BOX	2	
	QUERCUS COCCINEA / SCARLET OAK	24"BOX	3	
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	QTY	
+	AGAPANTHUS AFRICANUS 'PETER PAN' / DWARF BLUE LILY OF THE NILE	5 GAL	51	
✱	AGAPANTHUS X 'MONMID' / MIDNIGHT BLUE AGAPANTHUS	5 GAL	10	
⊕	ARCTOSTAPHYLOS DENSIFLORA 'HOWARD MCMINN' / HOWARD MCMINN MANZANITA	5 GAL	10	
⊗	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY BARBERRY	5 GAL	5	
⊙	CALLISTEMON CITRINUS 'LITTLE JOHN' / DWARF BOTTLE BRUSH	5 GAL	7	
✿	HEMEROCALLIS X 'BRIGHT YELLOW' / DAY LILY	5 GAL	39	
☼	HEMEROCALLIS X 'ORANGE' / ORANGE DAY LILY	5 GAL	20	
①	NANDINA DOMESTICA 'COMPACTA' / DWARF HEAVENLY BAMBOO	5 GAL	12	
☼	PLUMBAGO AURICULATA 'IMPERIAL BLUE' / PLUMBAGO	5 GAL	5	
⊙	RHAPHIOLEPIS INDICA 'BALLERINA' / BALLERINA INDIAN HAWTHORN	5 GAL	15	
⬠	SALVIA CLEVELANDII 'ALLEN CHICKERING' / CLEVELAND SAGE	5 GAL	15	
*	TULBAGHIA VIOLACEA 'VARIEGATA' / STRIPED CAPE GARLIC	5 GAL	25	
✿	ZAUSCHNERIA CALIFORNICA / CALIFORNIA FUCHSIA	5 GAL	37	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	ARCTOSTAPHYLOS UVA-URSI 'EMERALD CARPET' / EMERALD CARPET MANZANITA	1 GAL	36" o.c.	131
	HYPERICUM CALYCINUM / CREEPING ST. JOHN'S WORT	1 GAL	36" o.c.	65
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' / HUNTINGTON CARPET ROSEMARY	1 GAL	36" o.c.	74

SCOOTERS COFFEE & YOGURT
Rancho Cordova, California
PRELIMINARY LANDSCAPE PLAN - OCTOBER, 2013

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
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MICHAEL P. SCHEELE, LANDSCAPE ARCHITECT
LEED AP, CIDA, AIA, CA, CERTIFIED ESR #151700, SMUD SEED CERTIFIED
C.A. REGISTERED LANDSCAPE ARCHITECT #38481
PH: 916.344.5527 FX: 916.984.9617 E: mpdandm@scm.com





KEYNOTES:

- | | | | |
|---|---------------------------------------|----|--|
| 1 | - 2x4 STUDS, RE: STRUCT FOR SPACING | 7 | - SHEATHING PER STRUCT |
| 2 | - 5/8" TYPE "X" GYPSUM BOARD | 8 | - STONE WAINSCOT CAP ABOVE, SET TOP OF CAP @ 3'-8" AFF (TYP. ALL AROUND) |
| 3 | - R13 BATT INSULATION | 9 | - 1" EIFS |
| 4 | - STONE VENEER SET IN MORTAR BED | 10 | - 2x6 STUDS, RE: STRUCT FOR SPACING |
| 5 | - 2.5# METAL LATH SET IN SCRATCH COAT | | |
| 6 | - WEATHER RESISTANT BARRIER | | |
- NOTE:
ALL PLUMBING WALLS TO RECEIVE WATER RESISTANT TYPE GYPSUM BOARD

NOTE:
ALL PLUMBING WALLS TO RECEIVE WATER RESISTANT TYPE
GYPSUM BOARD

K14 **WALL TYPES**
SCALE: 1 1/2" = 1'-0"

DOOR SCHEDULE	
TAG	DESCRIPTION
D001	3'-0" x 7'-0" x 1 3/4" HM INSUL STEEL DOOR, 1 1/2" PAIR 4 1/2" X 4 1/2" BB BUTT HINGES (NRP), LEVER COMB ENTRY LOCK (HEAVY DUTY), PUSH SIDE MOUNT CLOSER, LOCK GUARD W/ BRUSHED SATIN CHROMIUM FINISH (OR EQUAL), DOOR SWEEP @ BOTTOM, PAINT TO MATCH EXTERIOR, NO SMOKING SIGN ON EXIT SIDE
D002	3'-0" x 7'-0" x 1 3/4" HM DOOR, 1 1/2" PAIR 4 1/2" X 4 1/2" BB BUTT HINGES (NRP), LEVER COMB PRIVACY LOCK (MEDIUM DUTY), PUSH SIDE MOUNT CLOSER, PAINT TO MATCH INTERIOR, OCCUPIED/UNOCCUPIED SIGN, SIGN LABELED 'UNISEX RESTROOM' IN LETTERS NOT LESS THAN 2" IN HEIGHT

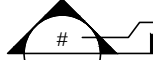
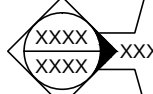
WINDOW SCHEDULE					
TAG	MFR	TYPE	MODEL #	SIZE	COLOR
A	QUIKSERV CORP	DRIVE-THRU	BPSC-4848	48"W x 48"H	DRK BRNZ
B	GERKHIN	2 LITE FIXED	RHINO 7242	72"W x 42"H	DRK BRNZ

EQUIPMENT SCHEDULE			
SYMBOL	GENERAL DESCRIPTION	SUGGESTED MAKE & MODEL #	QTY
1	SMOOTHIE BLENDER	VITA-MIX #36006	2
2	ICE MAKER	ICE-O-MATIC #ICEU220HW	1
3	COUNTERTOP MICROWAVE	PANASONIC #NE-1024	1
4	UNDER COUNTER REFRIGERATOR	TRUE #TUC-27	3
5	COFFEE GRINDER	BUNN #G2	2
6	COFFEE BREWER	FETCO #CBS-2032e	1
7	BREW POTS	-	?
8	POS REGISTER / SMARTCARD	SAM4S #SPS-2000	1
9	ESPRESSO / CAPPUCCINO MAKER	ASTORIA #GLORIA SAE/2	1
10	ORDER SCREEN	-	1
11	KNOCK BOX	-	1
12	ESPRESSO GRINDER	MAHLKONIG #K 30 ES	2
13	FREEZER	ARCTIC AIR FREEZER - AF23	1
14	REFRIGERATOR	ARCTIC AIR #R22CW	1

NOTES:

1. XXXXXXXX

LEGEND

	- DOOR NUMBER, SEE THIS SHEET
	- WINDOW TYPE, SEE THIS SHEET
	- WALL TYPE, SEE THIS SHEET
	- FINISH / MATERIAL IDENTIFIER
	- FIXTURE IDENTIFIER, SEE SHEET A-401
	- EQUIPMENT IDENTIFIER, SEE THIS SHEET
	- SECTION SECTION NUMBER SHEET SECTION SHOWN ON SIM = SIMILAR, OH = OPPOSITE HAND
	- EXTERIOR ELEVATION ELEVATION NUMBER SHEET ELEVATION SHOWN ON
	- INTERIOR ELEVATION ELEVATION NUMBER SHEET ELEVATION SHOWN ON
	- GRID LOCATION ELEVATION NUMBER SHEET ELEVATION SHOWN ON
	- DETAIL DETAIL NUMBER SHEET DETAIL SHOWN ON SIM = SIMILAR, OH = OPPOSITE HAND

NOTES:
1. XXXXXXXX



SCOOTER'S COFFEE
DRIVE-THRU

SUNRISE BLVD. & ZINFANDEL DRIVE
RANCHO CORDOVA, CA 95670

EXTERIOR ELEVATIONS

Boundless Enterprises, LLC
dba Scooter's Coffeehouse

24447 W. 114TH ST.
OLATHE, KS 66061

REVISIONS

BY DATE

DATE:

DESIGNED BY:

DRAWN BY:

APPROVED BY:

SHEET NUMBER

A-201

JOB NUMBER

4881-13



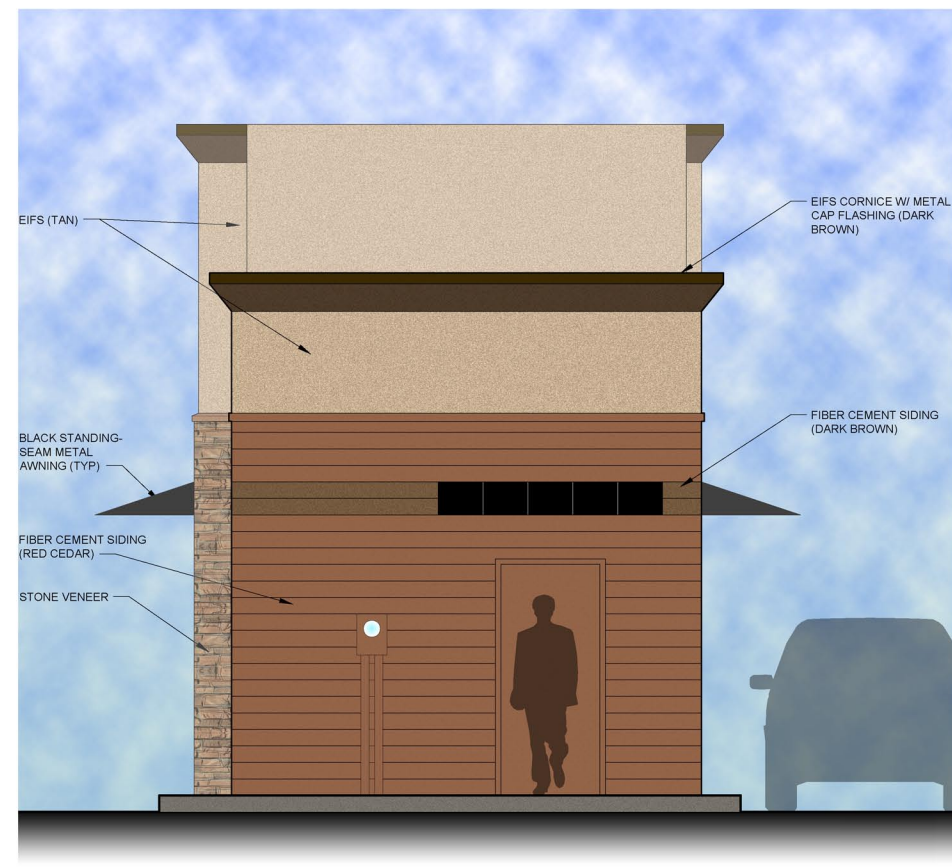
J1 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



J13 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

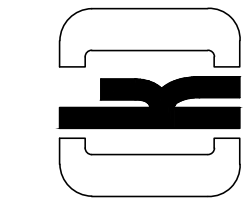


A1 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



A13 EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

WARMAN ARCHITECTURE+DESIGN
1828 SWIFT SUITE 101
NORTH KANSAS CITY, MISSOURI 64116
V. 816.474.2233 F. 816.474.1051



SCOOTER'S COFFEE
DRIVE-THRU
SUNRISE BLVD. & ZINFANDEL DRIVE
RANCHO CORDOVA, CA 95670

EXTERIOR ELEVATIONS

Boundless Enterprises, LLC
dba Scooter's Coffeehouse
24447 W. 114TH ST.
OLATHE, KS 66061

REVISIONS		SOURCE
#	BY	DATE

DATE: 07.15.13
DESIGNED BY:
DRAWN BY: jde
APPROVED BY: KAW

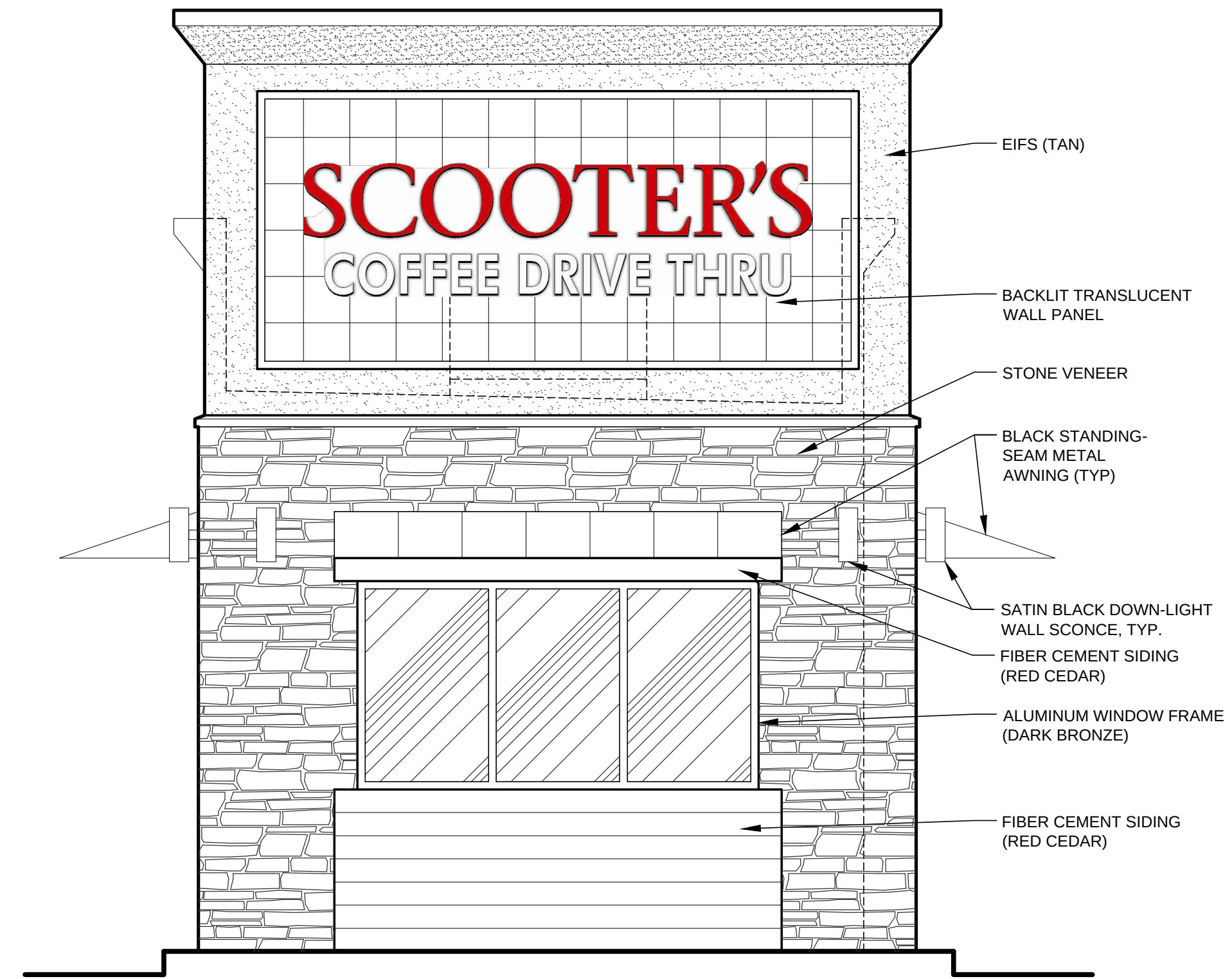
SHEET NUMBER

A-201

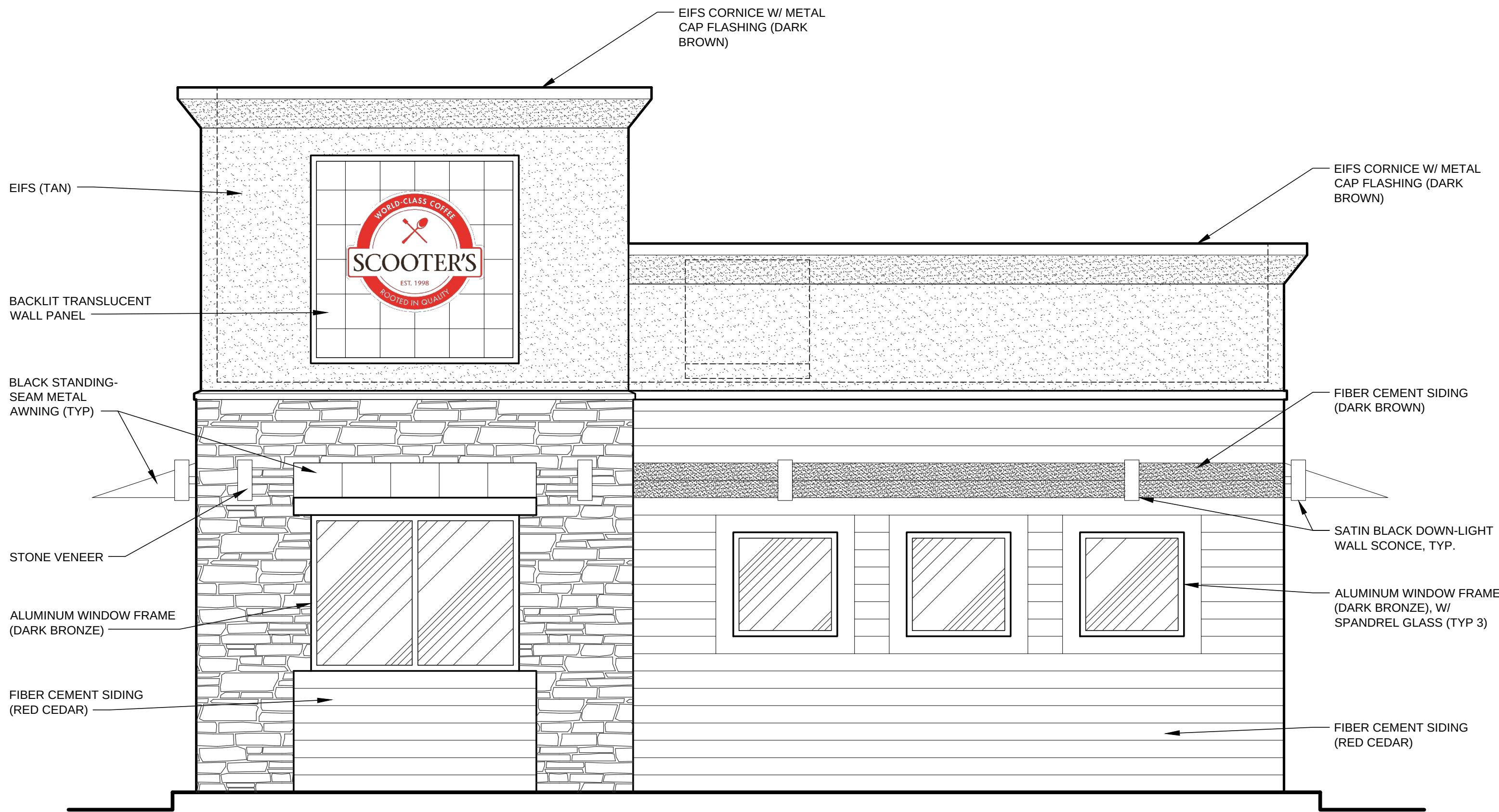
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4881-13

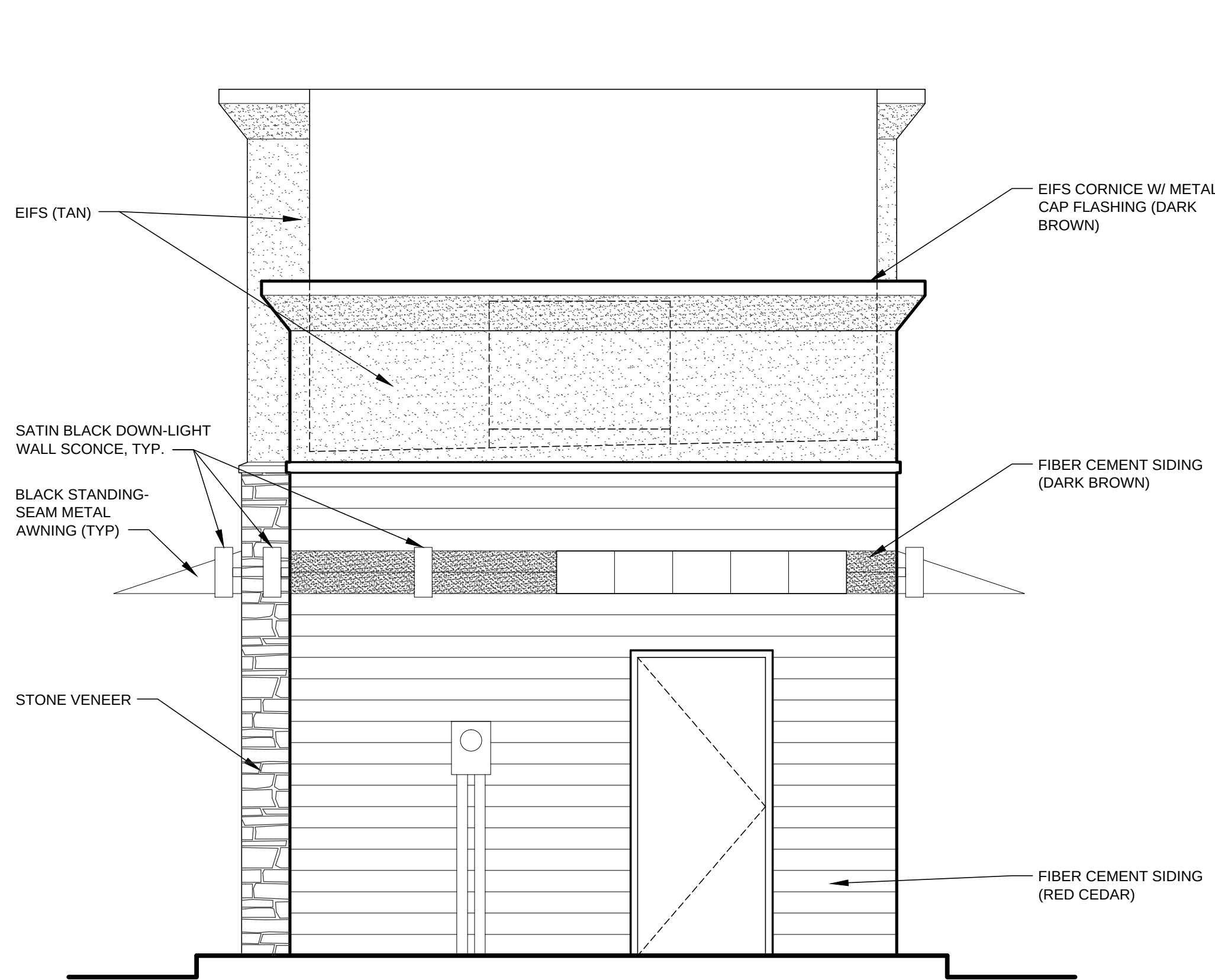
293



J13 EXTERIOR ELEVATION (EAST)
SCALE: 3/8" = 1'-0"



J1 EXTERIOR ELEVATION (NORTH)
SCALE: 3/8" = 1'-0"



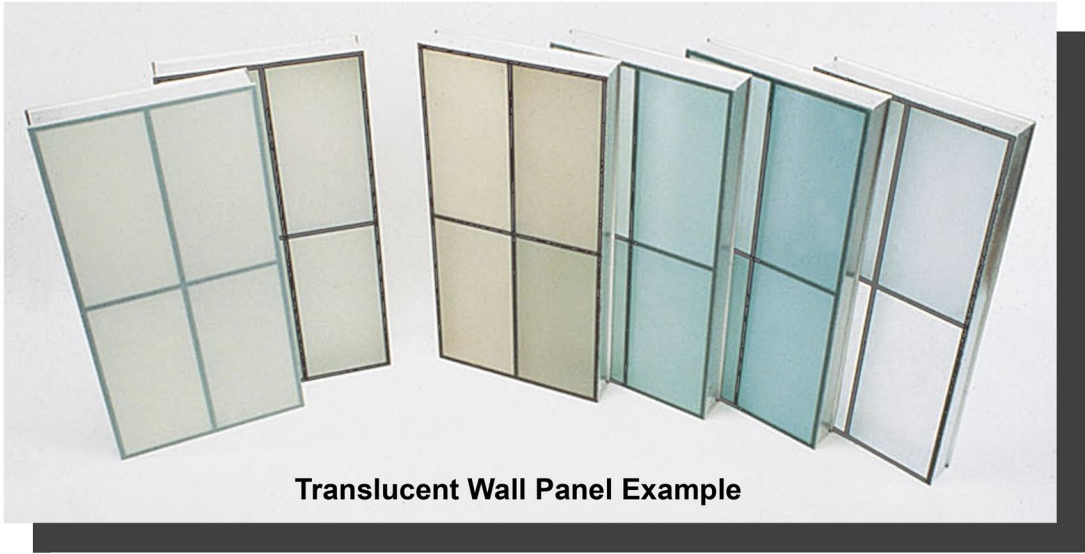
A13 EXTERIOR ELEVATION (WEST)
SCALE: 3/8" = 1'-0"



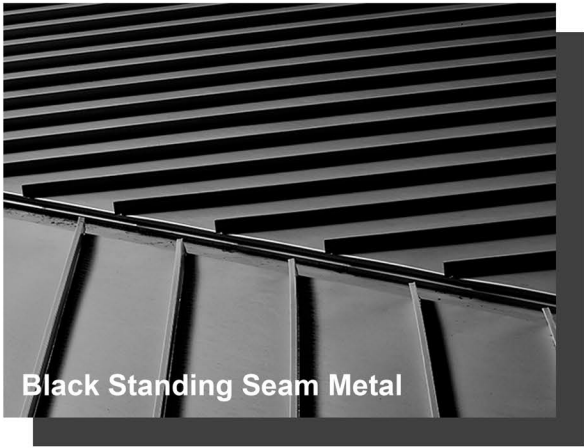
A1 EXTERIOR ELEVATION (SOUTH)
SCALE: 3/8" = 1'-0"

AGENDA ITEM 13.3

S
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Translucent Wall Panel Example

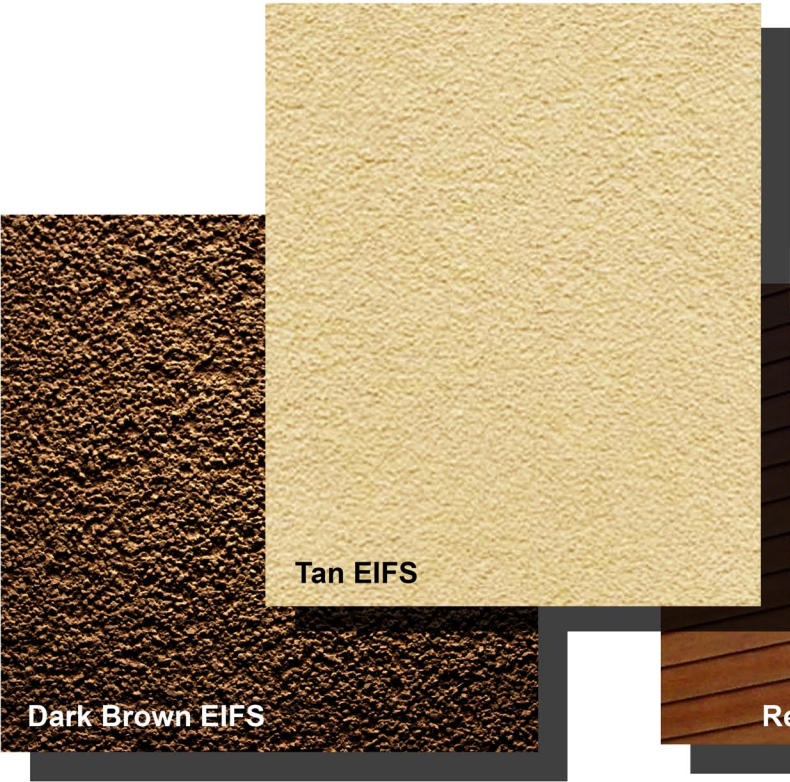


Black Standing Seam Metal



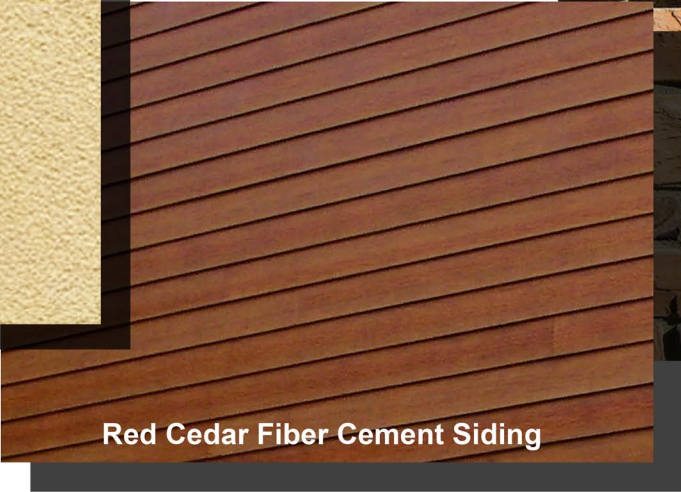
Dark Bronze Example

Dark Bronze Aluminum



Dark Brown EIFS

Tan EIFS



Red Cedar Fiber Cement Siding



Stone Veneer

Precast Stone Cap

#	BY	DATE	REVISIONS	SOURCE

DATE:	07.15.13
DESIGNED BY:	
DRAWN BY:	cdt
APPROVED BY:	KAW





October 16, 2013
13-0043-00

City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 94670

Attention: Audrey Knight

SUBJECT: Scooter's Coffee

Dear Audrey,

Attached are 5 copies of the revised Preliminary Grading and Utility Plan for the subject project.

The proposed project is located at the northwest corner of the intersection of Zinfandel Drive and Sunrise Boulevard in the Rivergate Plaza shopping center. The project consists of the construction of a 420 square foot coffee kiosk and drive-thru within the existing Rivergate Plaza parking area. The proposed project requires the removal of approximately 15,300 sf of existing parking improvements including pavement, curb, and 300 sf of landscape planter (including 1-8" tree); 1 light standard will need to be relocated. The project includes the addition of approximately 3,300 sf of landscape planters. The project also requires the removal of 49 existing parking spaces; 19 new parking spaces will be added for a net loss of 30 spaces. Golden State Water will provide water to the project; sewer service will be provided by the Sacramento Area Sewer District. The reduction in stacking length from the standard 180' to 130' is based on the owner's 5-6 car stacking projection (100' to 120' assuming 20' per car) as stated in the following project description provided by Don Eckles of Scooter's Coffee:

PROJECT DESCRIPTION:

We will have 6-8 employees for this location.

Hours of Operation - 6am - 8 pm

Drive Thru Coffee Shop

Morton & Pitalo, Inc.
Civil Engineering ♦ Land Surveying ♦ Land Planning
Landscape Architecture ♦ Traffic Engineering
75 Iron Point Circle, Suite 120, Folsom, CA 95630
(916) 984-7621

To Whom It May Concern:

Boundless Enterprises, LLC / Scooter's Coffee is a chain of 105 coffee stores located in 7 states. We are primarily a drive-thru coffee concept with approximately 30% of our stores drive-thru only (kiosks). The other stores are end cap drive-thru concept stores, or, in a very few cases, mall stores.

As you are aware, we are in the process of building a drive-thru kiosk in the Rivergate Shopping Center in Rancho Cordova. This is the first of several stores we are going to build in the area. Ethan Conrad, the developer of the center, has asked for a description of our stacking needs so as to alleviate some of the concerns of other current or potential future tenants in the development. I'm happy to assist with that, as I think there is sometimes a misconception about the needs of a business like ours.

The longest drive-thru lane in our system will stack 9 cars...the shortest will stack 3 cars. Our typical store has stacking for 5-6 cars from the window to the end of our lane. This is more than adequate for us for one reason...we do much of our business before most other businesses in any center are even open. Therefore, stacking is almost never an issue. By 8:30 a.m. we've done 50% of our daily volume. By 10:00 a.m. we will do approximately 70% of our volume. The remainder of our business is spread out over the remaining hours of the day.

The reason this is the case is that we are a drive-thru coffee company. Our customers are buying from us while on their way to work, or school, or wherever they're headed for the day. And, because coffee is such a strong a.m. business, and because we do not have a place for customers to come in and sit, we are primarily a morning commute business.

We would be very comfortable with stacking for 5-6 cars in Rivergate. If you need additional information, don't hesitate to contact me.

Sincerely,

Don Eckles

Scooter's Coffee

402-964-2586

Please contact our office if you have any questions.

Sincerely,

MORTON & PITALO, INC.

Jeffrey Thompson, P.E., Q.S.D.
Associate Project Manager

Conditions of Approval

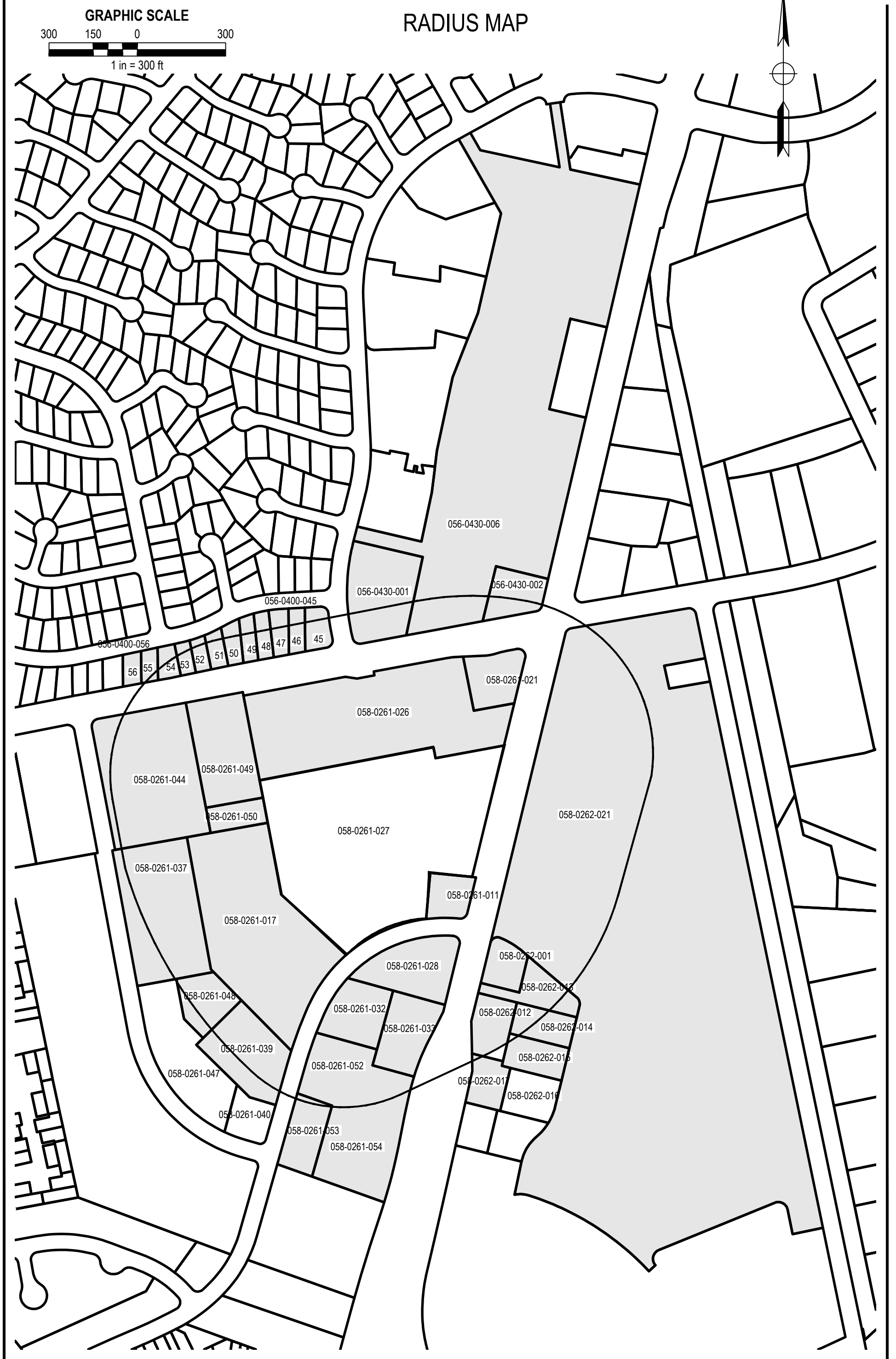
		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and <u>Signature</u>)
1.	The project shall be constructed in substantial compliance with the Development and Design Package (Exhibit A) (Elevations, architecture, site plans, color palate and cladding) and Conditions of Approval (Exhibit B). The project is located at 2352 Sunrise Boulevard (Assessor's Parcel Number: 058-0261-027-0000).	On-Going	Planning	
2.	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.	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	
4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
5.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	

Conditions of Approval

6.	The permit holder is hereby notified that failure to comply with any one of these conditions may result in the revocation of this permit, pursuant to the City of Rancho Cordova Zoning Code.	On-Going	Planning	
7.	If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	On-Going	Planning	
8.	The coffee kiosk hours of operation are stated to be between 6am and 8pm, 7 days a week. Any proposed extension of hours in the evening shall not exceed those of the retail operations on site.	On-Going	Planning	
Prior to Issuance of Improvement Plans or Building Permits				
9.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to issuance of improvement plans	Public Works	
10.	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. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to issuance of building permit	Public Works	

Conditions of Approval

11.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk and driveways along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Prior to issuance of building permits	Public Works	
12.	A new connection to the SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction. SASD Design Standards apply to any sewer construction and/or modification.	Prior to issuance of building permits	Public Works	
13.	Additional sewer impact fee may be required and if required, must be paid before building permit issuance. Contact PSU at 916-876-6100 for further information on sewer impact fee.	Prior to issuance of building permits	Public Works	
14.	Final landscape plan shall be reviewed and approved by the Planning Director.	Prior to issuance of building permits	Planning	
Prior to Final Inspection / Occupancy				
15.	All site improvements, building elevation and landscaping shall be reviewed and approved by the Planning Director, before final building inspection. The project will be evaluated against the approved plans for substantial conformance.	Prior to Final Inspection	Planning	



ATTACHMENT 2**APN 056-0400-045-0000**

ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-048-0000

ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-051-0000

PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

APN 056-0400-054-0000

STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-001-0000

JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

APN 058-0261-011-0000

PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

APN 058-0261-026-0000

CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

APN 058-0261-033-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-048-0000

KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

APN 058-0261-054-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 056-0400-046-0000

KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-049-0000

SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-052-0000

LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-055-0000

STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

APN 056-0430-002-0000

SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

APN 058-0261-017-0000

FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

APN 058-0261-028-0000

PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

APN 058-0261-037-0000

WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

APN 058-0261-052-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 058-0262-001-0000

RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

APN 056-0400-047-0000

ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

APN 056-0400-050-0000

ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-053-0000

LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0400-056-0000

JOSEPH CATES
1445 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

APN 056-0430-006-0000

JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

APN 058-0261-021-0000

JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
PO BOX 4349
ANAHEIM CA 92803

APN 058-0261-032-0000

PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

APN 058-0261-039-0000

CHURCH INVESTORS EXTENSION
FUND INC
45 S PARK #203
GLEN ELLYN IL 60137

APN 058-0261-053-0000

HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

APN 058-0262-012-0000

IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

ATTACHMENT 2**APN 058-0262-013-0000**

BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

APN 058-0262-014-0000

TPC I LLC
2481 SUNRISE BLVD
RANCHO CORDOVA CA 95670

APN 058-0262-015-0000

JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

APN 058-0262-017-0000

BURGERS IN-N-OUT
13502 HAMBURGER LN
BALDWIN PARK CA 91706

APN 058-0262-021-0000

COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: SUNCREEK SPECIFIC PLAN



PROPERTY OWNERS: 1. Robert A. Gilmartin et.al. 067-100-017, 025 and 026 2. Shalako Investors/ 067-090-025 3. Lennar Sierra Sunrise LLC/ 067-100-015, 020 and 021 4. Callahan/Kamilos/ 067-100-023 and 024 5. Chris N. Vrame/ 067-100-018 6. Grantline & Chrysanthy 220 Investors, LLC/ 067-040-010	REPRESENTATIVE: Robert Shattuck Lennar Sunrise LLC
PROJECT: SunCreek Specific Plan (SCSP) FILE: 03-029 LOCATION: Project is generally bounded by Sunrise Boulevard to the west, Keifer Road to the south, Grant Line Road to the east and Sunridge Specific Plan area to the north. PLANNER: William Campbell, Principal Planner	

RECOMMENDATION

Staff recommends the City Council take the following actions in order:

1. Adopt Resolution 127-2013 Certifying the EIR/EIS for the SunCreek Specific Plan; then
2. Adopt Resolution 128-2013, amending the City's General Plan Land Use Element for the SunCreek Specific Plan and the Open Space Element changing the open space requirement from 1.75 acres per 1000 population to 1.0 acres per 1000 population and other minor text amendments, and approving the Public Finance Plans for the SunCreek Specific Plan; then
3. Introduce and waive first reading Ordinance 41-2013, approving the SunCreek Specific Plan; then
4. Introduce and waive first reading Ordinance 42-2013, approving Development Agreements for each of the six (6) ownerships in the SunCreek Specific Plan; then
5. Adopt Resolution 129-2013, approving the Affordable Housing Plans for the six (6) ownerships in the SunCreek Specific Plan

RESULT OF RECOMMENDED ACTION

The approval of the SunCreek Specific Plan ("SCSP" or "Specific Plan") and related items are the City's major planning approvals for a 1,265 acre, 4893 residential unit mixed use development. The proposed actions vest (i.e."locked in") the Plan for 25 years. Implementation

of the Plan would require subsequent Federal, State and City actions consistent with this SCSP. This would ensure the project area would develop in a logical and phased sequence, be environmentally sensitive to natural resources and contribute to the financial sustainability of the City.

OVERVIEW

The SunCreek Specific Plan provides a blueprint for a mixed-use development with a combination of residential use, employment-generating uses, retail and retail supporting services, recreational uses. The Specific Plan includes approximately 1,265 acre of land located in the City of Rancho Cordova. Proposed uses include 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; elementary schools and a combined middle/high school on 111 acres; 74 acres of parks and neighborhood greens; and, approximately 316 acres of wetland preserve, detention basins and buffers.

The SCSP captures the essence of many of the goals and policies of the City's General Plan Elements that promote city building, but not at the expense of the environment. The approved plan would interconnect with the adjoining properties, which in their own time will develop and complement the pedestrian and bike trails, blend into the integrated road system that links open space, residential neighborhood and shopping/employment centers within the developing area of the City.

The specific actions required for approval are outlined in this report in detail, but this project review is significant in that it includes all required entitlements to guide future development within the Plan area. This is the first project approval reviewed by the City Council that includes a complete Finance Plan, fully defined obligations described with Development Agreements and the first Affordable Housing Plans to be prepared in compliance with the City's General Plan Housing Element. Adding to the complexity of this project review, the SunCreek Specific Plan includes six separate ownership groups that require the preparation and adoption of individual Development Agreements and Affordable Housing Plans.

With any project of this size, there are going to be many key issues to be determined or resolved. There is a discussion of each of the key issues considered and resolved in this project review are discussed at the end of the staff report. These key issues include:

- Open Space change from 1.75 acres to 1 acre per 1000 population
- Park Renovation Fee
- Park and Neighborhood Green Design and Ownership
- Transportation Set Aside Solution
- Bike and Trail System
- Transit System
- Affordable Housing Plan
- Home Owners Associations and Neighborhood
- 25 Year Development Agreement Vesting
- Grantline 220 Environmental Resources Impact on Regional Town Center

REQUIRED ENTITLEMENTS AND REGULATORY BASIS

Specific actions required by the City Council for the approval of the SunCreek Specific Plan (and the regulatory basis for these actions) are as follows:

1. California Environmental Quality Act – Cal. CEQA Guidelines, Section 15063 et al.
2. General Plan Amendment – Rancho Cordova Municipal Code Section 23.155.010
3. Specific Plan – Rancho Cordova Municipal Code Section 23.152.010
4. Development Agreements – Rancho Cordova Municipal Code Section 23.158.010
5. Affordable Housing Plan – Rancho Cordova General Plan Housing Element, Policy H.1.5 and Action H.1.2.1
6. Public Facilities Finance Plan/Phasing Plan – Rancho Cordova General Plan Infrastructure, Services and Finance Element, Policy ISF 2.1

SUNCREEK SPECIFIC PLAN SUMMARY

Described below are the key objectives of the SunCreek Specific Plan, describes the organization of the Specific Plan and summarizes the main components of the Specific Plan. It also provides Council with a reference to the location of key topics that may be of particular interest.

Key Objectives of the SunCreek Specific Plan

- Implement the City of Rancho Cordova General Plan, the SACOG Blueprint and Smart Growth Principles
- Provide a mix of housing types to diversify the City of Rancho Cordova's housing stock
- Provide a community serving retail and employment center along Grantline Road
- Develop neighborhoods connected by a significant open space and recreational parkway
- Provide neighborhood serving retail areas
- Provide transportation facilities within the project area consistent with the City of Rancho Cordova's Circulation Plan.
- Provide an appropriate site for a high school and middle school that will serve the Sunrise Douglas Community Plan Area, and three neighborhood elementary schools.
- Provide an appropriate site for a community park that will serve residents of SunCreek and surrounding developments.
- Provide key link for a citywide trail network
- Set aside lands for the conservation of wetland resources within the Plan area
- Generate positive fiscal impacts for the City through development within the Plan area

SunCreek Specific Plan Organization

The Specific Plan is organized in two distinct volumes that are bound together to provide the user with the overall intent as well as the specific development standards required to implement the project.

Volume I provides the conceptual look and feel, vision, and context for the Specific Plan. It provides the description of the Specific Plan and the overall policies and guiding principles.

Volume II establishes the detailed standards and unique development regulations by which to review future development within the Specific Plan. The development standards of Volume II have been prepared to work in concert with and partially rely upon the City's Zoning Code.

Major Components of the SunCreek Specific Plan

As noted, the Specific Plan is comprised of two Volumes. Provided below are summaries of key features of Volume I and Volume II of the SunCreek Specific Plan.

SunCreek Specific Plan Volume I

1.2 Community Vision

The Community Vision defines the theme and character of the future SunCreek community. This chapter describes the essential principles of the Specific Plan and defines the features that will distinguish this community.

1.3 Land Use

The Land Use chapter describes the organization, location and type of land uses in the Specific Plan Area. This chapter provides the core land use regulations that will guide development within the Specific Plan and establishes the land use categories and the general range of uses planned for each use.

1.4 Circulation

The Circulation Chapter describes all components of the circulation system in the plan. The Specific Plan treats the project roadway network, bicycle and pedestrian routes, and transit facilities and services as equally important. The approach to all circulation components and the land use plan proposed in this Specific Plan are coordinated to benefit the quality of life, public safety, energy costs, time costs, and air quality within the community.

1.5 Community Design

The Community Design Chapter addresses the community character in the areas that are commonly visible to the public. Primarily this is the public rights of ways, but may also include areas visible from the streets such as open space, parks and schools and landscaped areas outside of the right of way.

In addition to these specific features, this chapter also addresses the overall organization of neighborhoods and the hierarchy of the streets as a community design feature.

1.6 Natural Resources

The Natural Resources chapter identifies the ways in which the SunCreek Specific Plan (SCSP) will protect, maintain, and enhance its natural resources for the betterment of current residents and future generations. It also addresses conservation of all resources, including air, water supply and quality, soils, and

energy for the common good. This Chapter identifies the preservation of wetland and habitat resources within the Specific Plan Area.

1.7 Parks and Open Space

This chapter describes the parks and the open space areas identified in the Specific Plan and the objectives for these features. Park and open space features range in scale from regional parks to local neighborhood greens, with all parks, open space areas, retail and employment centers and residential neighborhoods connected by an extensive network of pedestrian trails and bicycle routes.

1.8 Infrastructure and Public Services

This chapter describes the level and type of public services and facilities to serve the Specific Plan area. Development within the Plan area will require extensions of public infrastructure (sewer, water, drainage and utilities) and expansion of the public services, both those provided by the City of Rancho Cordova and other public agencies. Public services include municipal services, fire and police protection, public schools, hospitals and libraries.

1.9 Implementation

The Implementation chapter provides the framework under which development within the Specific Plan area will be accomplished. Guiding Principles of this chapter define how funding and construction of infrastructure will occur and the phasing for development within the Specific Plan. The Implementation chapter focuses primarily on the provision of public infrastructure and public services required for development within SunCreek. The SCSP will require participation of all properties in a Public Facilities Financing Plan (Financing Plan) prior to development.

SunCreek Specific Plan Volume II

Volume II of the Specific Plan provides the detailed standards and procedures for development of all land uses and common areas. The City will apply these procedures and standards in the review of development projects throughout the Specific Plan Area. The purpose of this chapter is to provide clear and comprehensive rules for development.

The development regulations will encourage the creation of a distinct community with well-defined neighborhoods, retail, service, recreation and institutional centers linked by a dispersed, inter-connected circulation network.

The development regulations promote urban development to the physical characteristics of the Specific Plan in a manner that integrates open space and urban development. The development regulations are intended to be flexible and to encourage creativity in designs that respond to the physical setting and the community vision.

PUBLIC FACILITIES FINANCING PLAN

The Public Facilities Financing Plan (Finance Plan) sets forth the strategy to finance required Backbone Infrastructure and other Public Facilities serving the proposed land uses in the SCSP. The financing strategy is designed to assure the City that the required facilities will be constructed when needed. The Finance Plan includes the use of existing fee programs, development of a new Special Financing District, and use of Mello-Roos CFD and private

funding to finance the approximately \$247.7 million in Backbone Infrastructure and Public Facilities Improvements. The key elements contained in the Finance Plan include the following:

- Description and associated estimated costs of major backbone infrastructure and public facilities (Phasing Master Plan) to be constructed or acquired in association with SunCreek development. This includes roadways, sewer, drainage, water and public facilities (parks, schools, fire protection, law enforcement, etc).
- Identification of existing and new funding mechanisms to pay for required onsite and offsite backbone infrastructure and other public facilities.
- Identification of general phasing requirements for onsite and offsite backbone infrastructure and public facilities.
- Establishment of a policy framework for financing the required major backbone infrastructure and public improvements.
- Identification of existing and new funding mechanisms to pay for ongoing operations and maintenance costs associated with required backbone infrastructure and other public facilities
- Description of a land equalization component designed to distribute the burden of land dedications.

The Infrastructure Phasing Plan is an exhibit to the Finance Plan; and sets forth a conceptual phasing plan for the major backbone infrastructure needed to serve the Specific Plan. Nine (9) discrete development phasing areas are envisioned, each of which can be developed independently of each other and in any order. The concept of development phasing areas offers a way of describing the orderly and cost effective construction of backbone infrastructure. This phasing plan will assure that residents and businesses that move into properties are reasonably served by roads, utilities and other services, and will also ensure that the development community will not be asked to build excessive infrastructure before it is needed. Final infrastructure phasing will be determined at the time of Tentative Subdivision Map approval and will be guided by a set of “Guiding Principles for Phasing” that reflect City policy.

AFFORDABLE HOUSING PLAN (AHP)

Responding to the priorities of both State Housing law and this City’s Housing Element, the Specific Plan has two major components:

Satisfaction of the City’s share of (RHNA) requirements – RHNA requirements focus on the availability of sufficient RD-30 (or higher) zoned acreage with a minimum yield per acre from which the amount of RHNA acreage is calculated. The plan includes:

- 44.2 acres of RD-40 zoned land to be designated RHNA acres, and
- A minimum or floor of the density range of 26 units to the RHNA acres to ensure that the agreed upon number of RHNA acres are available for development (“no net loss”).

Development of a strategy that will result in actual affordable housing production – The strategy for affordable housing production involves the dedication to the City or its designee of up to four multi-family sites (three dedicated and one option site) and the payment of \$1,460 per market rate unit as an affordable housing in-lieu fee. Considerations will include:

- A 50/50 sharing of the anticipated financing gap between the City and the developer, with the developer’s share converted into an in-lieu fee per market rate unit,

- The in-lieu would include a credit for the value of the dedicated land, and
- As an offset for the poor economic conditions at the time of the AHP negotiations, the negotiations included a credit to the developer for certain city sponsored housing production at Mather Veterans' Village and credit for certain low/moderate for sale housing production that was satisfied by existing inventories of foreclosed and short sale homes.

The negotiated RHNA and performance requirements are to be shared among the six (6) landowners making up the Specific Plan area and are memorialized in six separate AHP agreements.

DEVELOPMENT AGREEMENTS

The project approval documents include six (6) Development Agreements, one for each of the ownerships. Under California law, development agreements grant ("vest") developers the right to proceed with development of a project in compliance with the local laws, terms, standards and requirements that are in effect at the time the City enters into the development agreement, with a limited set of exceptions that are described in Section 5 of each Agreement.

In recognition of the large size of the SunCreek Project, and the complexity and importance of long-term reimbursements between different property owners, the term of these Development Agreements is 25 years, rather than 15 or 20 as in most other Development Agreements the City has approved.

In response to comments from the City Council at the workshop, the Development Agreements include Section 5.10 regarding CC&Rs. As part of the subsequent approvals for the Project, this Section gives the City the authority to require developers to establish a mechanism, acceptable to the City, to provide for enforcement of covenants, conditions and restrictions in single-family areas. This includes the potential establishment of homeowners associations.

In exchange for the vested rights that the Development Agreements grant the developers, the developers have agreed to a series of important fees and financing devices, which are spelled out in Sections 6 and 7 of the Agreements. The benefits to the City include new park development fees, infill-park and neighborhood green renovation and acquisition fees, and a series of financing mechanisms for infrastructure and maintenance of facilities within the Specific Plan.

Finally, the Development Agreements provide a mechanism, in Section 7, for a series of fee credits and reimbursements that will facilitate the orderly development of infrastructure within the Project, while preserving individual developer's flexibility regarding the timing of construction within the property.

ENVIRONMENTAL REVIEW – CEQA AND NEPA

Overview

The SunCreek Specific Plan will require review under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). In order to comply with both the State and the Federal requirements for environmental review, a joint Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) (Joint Document) has been prepared.

Both CEQA and NEPA require a lead agency that has completed a Draft EIR or Draft EIS to consult with and obtain comments from the public agencies that have legal jurisdiction with respect to the proposed action, and to provide the general public with opportunities to comment on the Draft EIR or Draft EIS. The Final EIR/EIS is the mechanism for responding to these comments. The Final EIR/EIS includes comments received during the public review period of the Draft EIR/EIS and responses to those comments. In some cases, modifications have been made to the Draft EIR/EIS in response to the comments received. Both the Draft EIR/EIS and Final EIR/EIS will be used by the City to support a decision to approve and/or deny the project.

The City of Rancho Cordova is the lead agency for the CEQA/EIR portion of the environmental review and the City Council must determine the EIR is complete and certify the EIR prior to any action to approve the Specific Plan. The U.S. Army Corps of Engineers (USACE) is the lead agency for the NEPA/EIS component of the environmental review and must approve the EIS before issuing Section 404 permits that are required before land disturbance and project construction may commence.

The environmental review of the SunCreek Specific Plan commenced with the release of the Notice of Preparation (NOP) by the City on July 14, 2006 and the release of the Notice of Intent (NOI) by the USACE on July 13, 2006. Input from the scoping meetings guided the analysis of the Draft EIR/EIS, which was released in October 5, 2012. The Final EIR/EIS, which provides responses to comments received during the public review of the Draft EIR/EIS, was completed in October 2013 and, for purposes of the CEQA review, was made available to the public in October of 2013

CEQA Process

Within California, environmental review is required for any discretionary action that is defined as a project under CEQA. Due to the scope of the project and the potential for environmental impacts, the SunCreek Specific Plan required the preparation of an Environmental Impact Report (EIR) to evaluate the potential for impacts to the environment.

In some cases a CEQA review will determine that a project would result in significant and unavoidable impacts. In such cases, a lead agency may choose to move forward with the project because the project benefits outweigh the potential environment impacts. In the case of the SunCreek Specific Plan, the EIR did determine that the project has the potential to result in significant and unavoidable impacts. Therefore, the City Council must adopt a Statement of Overriding Considerations prior to certifying the SunCreek EIR, specific areas of Significant and Unavoidable Impacts of the SunCreek Specific Plan include:

- 3.1 Aesthetics
- 3.2 Air Quality
- 3.3 Biological Resources
- 3.4 Climate Change
- 3.15 Traffic
- 3.17 Water Supply

As required under CEQA, the Draft EIR considered a reasonable range of alternatives to the SunCreek Specific Plan that meet the objectives of the project and that reduce or avoid environmental impacts of the proposed Specific Plan.

The Joint EIR/EIS is a public informational document that assesses the potential environmental effects associated with the implementation of the project and identifies mitigation measures and alternatives to the project that could reduce or avoid adverse environmental effects. The information and determinations in the Draft EIR/EIS do not necessitate the City Council to either reject or adopt the SunCreek Specific Plan but rather are to be used in the consideration of action on the SunCreek Specific Plan.

KEY PROJECT ISSUES

Through the process of reviewing the SunCreek Specific Plan, including work sessions in which Council provided direction, several key issues have arisen. Below are summaries of some of the most significant issues addressed in the SunCreek Specific Plan review:

- General Plan Amendment to Reduce Required Open Space – Consistent with previous Council discussions and direction from the Council, the SunCreek approvals include a General Plan amendment to reduce required open space within new development from 1.75 acres per 1,000 population to 1.0 acre per 1,000 population.

The overall system of parks and open space within SunCreek will include traditional parks (5.0 acres per 1,000 population), neighborhood greens (1.0 acre per 1,000 population) and a system of additional features that includes trail corridors, bikeways and connecting paseos. In total, these amenities will provide an overall system of parks and open space that will effectively meet the needs of future residents.

- Park Renovation Fee - Owners have agreed that they shall pay the City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit, provided the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. This fee shall be paid to the City upon issuance of a building permit for each residential unit within the Property. It shall be used by the City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3 of the adopted Development Agreement between the Owner and the City of Rancho Cordova.
- Park and Neighborhood Green Design and Ownership – The Specific Plan does not establish which entity, the City or Cordova Recreation and Parks District, will design, own, operate and maintain park and neighborhood green facilities. Those decisions will be made at the next stage of the development process, prior to approval of the first Tentative Subdivision Map in each phase of the SCSP. Defining these roles will be an on-going discussion that will involve the City Council and the CRPD Board. For purposes of the project review, the approval documents acknowledge this on-going dialogue and defer the question of design, ownership and operation to a future date.
- Transportation Set Aside Solution - The County threshold condition approach for building off site roadways, including the Rancho Cordova Parkway Interchange, has been a major challenge for the City and developers in moving forward with additional entitlements for other projects, such as the Sunridge Specific Plan.

As an alternative to threshold conditions for the SunCreek Specific Plan, City staff in collaboration with the developers has established a “Set Aside” concept for funding core backbone transportation improvements including the Rancho Cordova Parkway

Interchange. This concept provides a dedicated funding stream for certain core backbone improvements ensuring the availability of funds when needed. Under this agreement, the first \$9,000 from the City's transportation impact fees will be reserved solely for these critical improvements and the developers will not be subject to threshold conditions for the future interchange.

- Bike and Trail System - The SunCreek trail system and on-street bike system provide good access for residents and workers in SunCreek. This system integrates well with the citywide and regional trail system connecting east to Sunrise Boulevard and the Folsom South Canal, and connecting west to the Capital Southeast Connector trail via a future connection on a Sacramento County owned parcel. The SunCreek system also builds a critical section of the Rancho Cordova north-south regional trail, ultimately connecting to the American River Parkway and the future Upper Laguna Creek Trail. At the direction of the Council, SunCreek is building connected trails along the edges of open space preserves and has added a north south trail along West Park Drive that will connect the SunCreek preserve trails with other preserve trails in developments to the north.
- Transit System - The SunCreek Transit Plan implements the Rancho Cordova Transit Master Plan approved by Council in August, 2006. The plan will build a signature transit route along Rancho Cordova Parkway through SunCreek with smaller neighborhood shuttles providing connections for residents and workers. The Signature Route along Rancho Cordova Parkway could ultimately implement trolley technology but will likely be served by rubber tire mixed flow bus service for many decades. In the short term, the Rancho CordoVan service will be expanded as ridership demand grows.
- Affordable Housing Plan - The City's Housing Element requires developers of large scale specific plan communities to submit a plan for City approval that identifies the project's strategy for providing affordable housing and satisfying Regional Housing Needs Allocation (RHNA) requirements. The SunCreek Specific Plan is the City's first complete Specific Plan to include an Affordable Housing Plan (AHP). Under the proposed AHP's property owners are obligated to pay an Affordable Housing Fee on each market rate dwelling and collectively the property owners are required to dedicate three affordable housing sites to the City and grant an option for the City to purchase a fourth affordable housing site. Additionally, the AHP's require that all land zoned RD-40 must be developed at a minimum density of 26 dwelling units per acre, consistent with current HCD policies and State law.
- Home Owners Associations and Neighborhood Preservation – Council has expressed interest in establishing strong assurances that future neighborhoods will be maintained properly over time. While many expect community maintenance (streets, parks, etc.) are the obligation of the public agencies, the poor maintenance of private property, particularly individual homes, can have a profound effect on the quality of life and the value of homes within a neighborhood.

In response to this interest, staff has prepared language under Section 5.10 of the individual SunCreek Development Agreements that authorizes the City to require developers to establish mechanisms to provide enforcement of the Codes, Covenants and Restrictions (CCR's) of the SunCreek project.

- 25 year Development Agreement Vesting - In recognition of the large size of the SunCreek Project, and the complexity and importance of long-term reimbursements

between different property owners, the term of these Development Agreements is 25 years, rather than 15 or 20 as in most other development agreements the City has approved.

- Grantline 220 Regional Town Center- the Grantline 220 property includes a 58.4 acre Regional Town Center located at the intersection of Chrysanthy Boulevard and Grant Line Road (fronting to the future Connector Road alignment). This component of the Specific Plan is critical to meeting the City's goals for employment within SunCreek and within the overall area of future development in the City (south of Highway 50 and east of Sunrise).

As with all development in the SunCreek Specific Plan, the developer of the Grantline 220 property must secure federal permits before construction can commence. The federal permitting process will not be completed until well after City action on SunCreek and it is possible portions of the Regional Town Center could be set aside for natural resource preservation. Given the importance of the Regional Town Center in meeting the City's goals, and further recognizing that no other portion of the SunCreek Specific Plan provides similar opportunities for a major employment center, the City requires assurances that at least 53.4 acres of land adjacent to the Chrysanthy/Grantline intersection be available for the Regional Town Center site.

NEXT STEPS/TIMING FOR CONSTRUCTION

Action by the City Council will complete the broad process of discretionary entitlements. Through the recommended actions the Council would establish the look and feel of the Specific Plan area, the assured rights for the applicants to develop land, and strategies to ensure that public infrastructure will be funded and will be constructed when needed. Council action would also provide an overarching environmental review that would minimize the need for future CEQA reviews.

Future actions within the City authority include:

- Implement the Financing Plan (formation of special districts and financing mechanisms)
- Review of Large Lot Maps (often a vehicle for the sale of land to individual builders)
- Review of Small Lot Maps (establish the individual lots for future homes)
- Design Review for individual development projects

Beyond the City's future actions, the SunCreek applicants must secure 404 permits from the U.S. Army Corps of Engineers, prior to commencing construction. While completion of the Joint EIR/EIS is a major accomplishment in this process, the permit process is not complete and could still require a significant level of effort and time to complete.

Based upon the complexity of the Specific Plan and the need to secure 404 permits, the requirements for detailed engineering and the construction of public infrastructure, it is possible that construction of new homes will not commence in SunCreek for two years or longer. City staff will make all efforts to minimize the amount of time until construction can commence, but it is important to recognize that project approval does not equal immediate construction.

ATTACHMENTS

1. Resolution 127-2013 certifying the EIR portion of the SunCreek Specific Plan.
2. Resolution 128-2013, amending the City's General Plan Land Use Element for the SunCreek Specific Plan and the Open Space Element changing the open space requirement from 1.75 acres per 1000 population to 1.0 acres per 1000 population and other minor text amendments, and approving the Public Facilities Finance Plan for the SunCreek Specific Plan.
3. Ordinance 41-2013, approving the SunCreek Specific Plan.
4. Introduce and waive first reading Ordinance 42-2013, approving Development Agreements for each of the six ownerships in the SunCreek Specific Plan.
5. Resolution 129-2013, approving the Affordable Housing Plans for the six ownerships in the SunCreek Specific Plan.
6. 500 foot radius map and mailing list.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 127-2013**

**A RESOLUTION OF THE CITY OF RANCHO CORDOVA CERTIFYING AN
ENVIRONMENTAL IMPACT REPORT AND ADOPTING ENVIRONMENTAL
FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATION AND A MITIGATION
MONITORING AND REPORTING PROGRAM UNDER CEQA FOR THE SUNCREEK
SPECIFIC PLAN PROJECT APPROVALS**

RECITALS

WHEREAS, the SunCreek Specific Plan Project (“Project” or “Specific Plan”) is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova (“City”). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; stormwater detention basins; approximately 387 acres of wetland preserve and buffers; detention basins and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

WHEREAS, the SunCreek Project will require environmental approvals from both the City and the U.S. Army Corps of Engineers (USACE) prior to substantial development of the site. The City and USACE staff have been working closely on the preparation of an environmental document that would adequately address the environmental review needs for both agencies. An Environmental Impact Report/Environmental Impact Statement (EIR/EIS) was prepared for the SunCreek Specific Plan for purposes of compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City is acting as the lead agency under CEQA and the U.S. Army Corps of Engineers, Sacramento District, is acting as federal lead agency under NEPA; and

WHEREAS, the environmental review of the SunCreek Specific Plan Project commenced with the release of the Notice of Preparation on July 14, 2006 to public agencies and interested parties for consultation on the scope of the EIR/EIS; and

WHEREAS, the City and USACE prepared a Draft EIR/EIS dated October 2012, which reflected the independent judgment of the City and USACE as to the potential environmental effects of the Project. The Draft EIR/EIS was circulated for a 60 day public review period between October 5, 2012 and November 15, 2012. An extension of time to February 4, 2013 was granted by the City to Sacramento County to provide CEQA comments on the DEIR; and

WHEREAS, public and agency comments were received and staff has prepared written responses to all public comments received during the public comment periods in a Final EIR/EIS. The Final EIR/EIS also contains clarifications and minor corrections to information presented in the Draft EIR/EIS. Staff’s good-faith, reasoned preliminary analysis concluded that no new information was received that would require recirculation

ATTACHMENT 1

of the Draft EIR under CEQA Guidelines section 15088.5. The Draft EIR/EIS is incorporated into the Final EIR/EIS; and

WHEREAS, a staff report prepared for the City Council, dated November 18, 2013 and incorporated herein by reference, described and analyzed the Project, the Draft EIR/EIS, the Final EIR/EIS, and staff's conclusions regarding the public comments and responses; and

WHEREAS, on November 18, 2013, the City Council held a public hearing on the Final EIR/EIS and Project approvals; and

WHEREAS, the Final EIR/EIS identified several potentially significant impacts that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project will therefore require adoption of mitigation findings and a Mitigation Monitoring and Reporting Program; and

WHEREAS, the Final EIR/EIS identified significant and unavoidable environmental impacts of the Project, and approval of the Project will therefore require the adoption of Findings and a Statement of Overriding Considerations; and

WHEREAS, the Final EIR/EIS, and the City Council November 18, 2013 staff report, regarding the Draft EIR/EIS and Final EIR/EIS, including the analysis of the public comments, reflect the City's independent judgment and analysis; and

WHEREAS, the location and custodian of the Draft EIR/EIS and Final EIR/EIS and other documents that constitute the record of proceedings for the Project is the City of Rancho Cordova Planning Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. The Draft EIR/EIS and Final EIR/EIS and documents relating to the Project are available for review in the City Planning Department and on the City's website.

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

1. The foregoing recitals are true and correct and made a part of this resolution.
2. The City Council has reviewed and considered the Draft EIR/EIS and Final EIR/EIS (collectively, "Final EIR") (**Exhibit 1A**), as well as the public comments and staff's analysis of the comments, as reflected in the November 18, 2013 staff report.
3. Based on its review of the foregoing documents, the City Council makes and adopts the following findings relating to the CEQA review for the Project prior to approving the Project:
 - A. The Final EIR has been completed in compliance with CEQA and the CEQA Guidelines.
 - B. The City Council has independently reviewed and considered the information contained in Final EIR, prior to making its decision on the proposed Project.

ATTACHMENT 1

C. The Final EIR reflects the City Council's independent judgment and analysis on the potential environmental impacts of the proposed Project. The Final EIR provides information to the decision makers and the public on the environmental consequences of the proposed Project.

D. The Final EIR adequately describes the proposed Project, its significant environmental impacts, mitigation measures, and a reasonable range of alternatives to the proposed Project.

4. The City Council hereby adopts all findings required under CEQA regarding environmental impacts of the Project, mitigation measures and alternatives, adopts a Statement of Overriding Considerations, and adopts a Mitigation Monitoring and Reporting Program (**Exhibit 1B**) set forth in the CEQA Findings of Fact and Statement of Overriding Considerations attached hereto as **Exhibit 1C and 1D**; and incorporated herein by reference, all in compliance with the requirements of CEQA.

Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2067374.8

Final
Environmental Impact Report/Environmental Impact Statement
SunCreek Specific Plan Project
State Clearinghouse No. 2006072067



**US Army Corps
of Engineers®**
Sacramento District



SACRAMENTO METROPOLITAN

AIR QUALITY
MANAGEMENT DISTRICT



Prepared for:

City of Rancho Cordova
and
U.S. Army Corps of Engineers
Sacramento District

Cooperating Agencies:

U.S. Environmental Protection Agency
Sacramento Metropolitan Air Quality Management District

Prepared by:

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2020 L Street, Suite 400
Sacramento, CA 95811

AECOM

October 2013

Final
Environmental Impact Report/Environmental Impact Statement

SunCreek Specific Plan Project
State Clearinghouse No. 2006072067



Prepared for:

City of Rancho Cordova
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Rancho Cordova, California 95670

Attention:

Bret Sampson
916/361-8384

U.S. Army Corps of Engineers
Sacramento District
Regulatory Division, California Delta Branch
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Attention:

Lisa Gibson
916/557-5288

Cooperating Agencies:

U.S. Environmental Protection Agency
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AECOM

October 2013

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ACRONYMS AND OTHER ABBREVIATIONS

ALUCP	Airport Land Use Compatibility Plan
AQMP	Air Quality Mitigation Plan
ARB	Air Resources Board
BMPs	best management practices
CEQ	Council on Environmental Quality
CFR	Code of Federal Regulations
CLUP	Comprehensive Land Use Plan
CO	carbon monoxide
CPUC	California Public Utilities Commission
DPM	diesel particulate matter
EGUSD	Elk Grove Unified School District
HRA	health risk assessment
kV	kilovolt
LEDPA	Least Environmentally Damaging Practicable Alternative
LID	low impact development
MMP	Mitigation and Monitoring Plan
MMRP	Mitigation Monitoring and Reporting Plan
MVA	Megavolt amperes
NAAQS	National Ambient Air Quality Standards
NO _x	oxides of nitrogen
O&M	Operations and Management Plan
RHNA	Regional Housing Needs Assessment
ROG	reactive organic gases
SIP	State Implementation Plan
SMAQMD	Sacramento Metropolitan Air Quality Management District
SMUD	Sacramento Metropolitan Utility District
SO ₂	sulfur dioxide
SVAB	Sacramento Valley Air Basin
SWPPP	Storm Water Pollution Prevention Plan
SYMVCD	Sacramento-Yolo Mosquito & Vector Control District
VMT	vehicle miles traveled

1 INTRODUCTION

This final environmental impact report/environmental impact statement (FEIR/FEIS) has been prepared to respond to comments received on the Draft EIR/EIS (DEIR/DEIS) for the SunCreek Specific Plan Project. The FEIR/FEIS has been prepared by the City of Rancho Cordova (City) and the U.S. Army Corps of Engineers (USACE), Sacramento District in accordance with the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City is the lead agency under CEQA and USACE is the lead agency under NEPA. The U.S. Environmental Protection Agency (EPA) and the Sacramento Metropolitan Air Quality Management District (SMAQMD) are cooperating agencies under NEPA.

On October 5, 2012, the City and USACE released the DEIR/DEIS for public review and comment. The comment period closed on November 15, 2012. An extension of time through and including February 4, 2013 was granted by the City to Sacramento County to provide CEQA comments on the DEIR. The DEIR/DEIS evaluated the potential environmental effects of the Proposed Project (Proposed Project Alternative) and five land use alternatives. A meeting to receive public input on the DEIR/DEIS was held at Rancho Cordova City Hall on October 23, 2012; there were no attendees at the public meeting. Written comments were received from Federal, state, regional, and local agencies, as well as from organizations and individuals. The City and USACE considered the comments received on the DEIR/DEIS, and have provided responses thereto in this FEIR/FEIS.

The FEIR/FEIS consists of the entire DEIR/DEIS and the comments, responses to comments, and revisions to the DEIR/DEIS.

1.1 PURPOSE AND INTENDED USES OF THE FEIR/FEIS

Both CEQA and NEPA require a lead agency that has completed a DEIR or DEIS to consult with and obtain comments from public agencies (cooperating, responsible, and/or trustee agencies) that have legal jurisdiction with respect to the proposed action, and to provide the general public with opportunities to comment on the DEIR or DEIS. The FEIR/FEIS is a mechanism for responding to these comments. This FEIR/FEIS has been prepared to respond to comments received from agencies, organizations, and members of the public on the DEIR/DEIS for the SunCreek Specific Plan Project, which are reproduced in this document; and to present corrections, revisions, and other clarifications and amplifications to the DEIR/DEIS made in response to these comments. The DEIR/DEIS and this FEIR/FEIS will be used to support the City's decision whether to approve the project and USACE's decision to issue a record of decision (ROD) documenting the conclusion of the NEPA process and the decision whether to issue permits pursuant to Section 404 of the Clean Water Act (CWA).

The FEIR will also be used by CEQA responsible agencies, such as the Central Valley Regional Water Quality Control Board, and trustee agencies, such as the California Department of Fish and Game, to ensure that they have met the requirements of CEQA before deciding whether to issue discretionary permits and approvals for portions of the project over which they have authority. It may also be used by other state, regional, and local agencies that may have an interest in resources that could be affected by the project or would issue permits and/or other regulatory approvals.

1.2 PROJECT REQUIRING ENVIRONMENTAL ANALYSIS

The project applicant(s) of the SunCreek Specific Plan are requesting approval of various discretionary entitlements in support of the *SunCreek Specific Plan* for a mixed-use development and supporting infrastructure improvements. The specific plan covers an area in eastern Sacramento County, south of Douglas Road, west of Grant Line Road, and east of Sunrise Boulevard (see Exhibits 2-1 and 2-2 in DEIR/DEIS Chapter 2, "Alternatives"). The specific plan supports a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on

approximately 1,265-acres that is located entirely within the City of Rancho Cordova. The “Specific Plan Area,” or SPA, described throughout this EIR/EIS includes the entire 1,265-acre project site.

The Proposed Project Alternative includes up to approximately 4,700 residential units at various densities on approximately 550 acres; approximately 82 acres of commercial use; public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 100 acres of parks and trails; stormwater detention basins; approximately 203 acres of wetland preserve; and major and minor roads with landscaping. Table 1-1 shows the acreage of Waters of the U.S. and wetlands at the SPA.

Table 1-1 Waters of the U.S. and Wetlands at the SPA					
Habitat Type	Acres Existing	Acres of Direct Impacts	Acres of On-site Preservation¹	Acres of On-site Wetlands within 250 Feet of Development	Acres of Off-site Wetlands within 250 Feet of Development²
Vernal Pool	27.22	14.50	12.72	9.95	7.51
Seasonal Wetland	2.64	1.11	1.53	1.22	3.14
Swale	6.46	4.52	1.94	1.68	2.36
Ephemeral Drainage	0.90	0.90	0.00	0.00	0.00
Intermittent Drainage	0.98	0.17	0.81	0.54	0.00
Pond	2.06	2.06	0.00	0.00	0.65
Stream	3.42	0.91	2.51	1.69	1.63
Total	43.68	24.17	19.51	15.08	15.29
Notes:					
¹ Preservation acreage listed includes acreage within 250 feet of developed land uses.					
² Wetlands that are off-site, but within 250 feet of on-site project development.					
Source: ECORP 2011					

1.3 PROJECT PURPOSE AND NEED

The City and USACE each view the project purpose from the purview of their responsibilities. The City is interested in the orderly development of lands within its planning boundaries. USACE’s interest extends to its permit authority with respect to regulation of waters of the U.S., including wetlands.

1.3.1 PROJECT PURPOSE: CITY OF RANCHO CORDOVA CONSIDERATIONS

The purpose of the SunCreek project is to provide a mixed-use, mixed-density residential development in the City of Rancho Cordova. In accordance with local and regional plans, including Sacramento Area Council of Governments (SACOG) Blueprint and Smart Growth Principles, the City’s General Plan, including the 2005 Circulation Plan, the proposed SunCreek project would provide a high school and middle school, a community park, significant open space and a recreational parkway, a key link to the citywide trail network, transportation facilities, neighborhood-serving retail areas, and would contribute to the planned Regional Preserve with development that is consistent with the September 2004 Conceptual Level Strategy for the conservation of wetlands within the Sunrise Douglas Community Plan area. The project would provide housing to balance the high employment concentrations currently existing in and around the City and would generate a positive fiscal impact for the City.

1.3.2 PROJECT PURPOSE: U.S. ARMY CORPS OF ENGINEERS

The project purpose, as considered by USACE, is to provide a large-scale mixed-use community within eastern Sacramento County, in the Urban Services Boundary.

1.3.3 PROJECT NEEDS AND OBJECTIVES

Outlined below are the main project needs and objectives for the proposed SunCreek development. These needs and objectives are important for the selection and consideration of CEQA and NEPA alternatives.

- ▶ Implement SACOG's Blueprint and Smart Growth Principles, and the City of Rancho Cordova's General Plan.
- ▶ Provide a mixed-use and mixed-density residential housing development within the City of Rancho Cordova.
- ▶ Develop several distinct neighborhoods within the SPA, linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- ▶ Provide neighborhood-serving retail areas within the SPA.
- ▶ Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- ▶ Provide a mix of housing types within the SPA to diversify the City of Rancho Cordova's housing stock.
- ▶ Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova's Circulation Plan.
- ▶ Provide an appropriate site for a high school and middle school that would serve the SPA and surrounding neighborhoods.
- ▶ Provide an appropriate site for a community park that would serve the SPA and surrounding neighborhoods.
- ▶ Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries.
- ▶ Contribute to the planned Regional Preserve with development that is consistent with the September 2004 Conceptual Level Strategy for the conservation of wetlands within the Sunrise Douglas Community Plan area.
- ▶ Generate positive fiscal impacts for the City through development within the SPA.

1.4 AGENCY ROLES AND RESPONSIBILITIES

1.4.1 LEAD AGENCIES

The City of Rancho Cordova is the lead agency for the project under CEQA, and USACE, Sacramento District, is the Federal lead agency under NEPA. The City has the principal responsibility for approving and carrying out the project and for ensuring that the requirements of CEQA have been met. USACE has the principal responsibility for issuing Clean Water Act Section 404 permits and ensuring that the requirements of NEPA have been met.

1.4.2 TRUSTEE, RESPONSIBLE, AND COOPERATING AGENCIES

Under CEQA, a trustee agency is a state agency that has jurisdiction by law over natural resources that are held in trust for the people of the State of California. One trustee agency, the California Department of Fish and Game, meets that definition with respect to resources potentially affected by the project.

Under CEQA, a responsible agency is an agency other than the lead agency that has legal responsibility for carrying out or approving a project or elements of a project (PRC Section 21069).

Under NEPA, a cooperating agency is any Federal, state, or local agency or tribe other than the lead agency that has jurisdiction by law or special expertise with respect to any environmental impact involved in an action requiring an EIS.

Responsible and cooperating agencies are encouraged to actively participate in the CEQA and NEPA processes of the lead agencies, review the CEQA and NEPA documents of the lead agencies, and use the documents when making decisions on the project. The USACE sent letters seeking cooperating agency interest to the EPA and USFWS on July 11, 2011. On August 22, 2011, EPA provided a letter to USACE accepting the request to serve as a cooperating agency under NEPA. Several agencies other than the City and USACE have jurisdiction over the implementation of the elements of the project, as identified below.

FEDERAL AGENCIES

- ▶ U.S. Environmental Protection Agency
- ▶ U.S. Fish and Wildlife Service

STATE AGENCIES

- ▶ California Air Resources Board
- ▶ California Department of Education
- ▶ California Department of Fish and Game
- ▶ California Department of Transportation
- ▶ State Water Resources Control Board
- ▶ Central Valley Regional Water Quality Control Board
- ▶ Native American Heritage Commission
- ▶ State Historic Preservation Office

REGIONAL AND LOCAL AGENCIES

- ▶ Zone 41 Water District
- ▶ Elk Grove Unified School District
- ▶ County of Sacramento
- ▶ Sacramento County Water Agency
- ▶ Sacramento Metropolitan Air Quality Management District
- ▶ Sacramento Metropolitan Fire District
- ▶ Sacramento County Municipal Services Agency

1.4.3 REGULATORY REQUIREMENTS, PERMITS, AUTHORIZATIONS, AND APPROVALS

The following list identifies permits and other approval actions from Federal, state, regional, and local agencies for which this EIR/EIS may be used during these agencies' decision-making processes. The following may be under the purview of regulatory agencies other than the lead agencies.

FEDERAL ACTIONS/PERMITS

- ▶ **U.S. Army Corps of Engineers:** Department of the Army permit under Section 404 of the CWA for discharges of dredge or fill material into waters of the U.S. Consultation for impacts on cultural resources pursuant to Section 106 of the National Historic Preservation Act (NHPA). Consultation for impacts on Federally listed species pursuant to Section 7 of the ESA.
- ▶ **U.S. Environmental Protection Agency:** reviewing the EIS, filing, and noticing; concurrence with Section 404 Clean Water Act permit.
- ▶ **U.S. Fish and Wildlife Service:** Federal Endangered Species Act consultation and issuance of incidental-take authorization for the take of Federally-listed endangered and threatened species.

STATE ACTIONS/PERMITS

- ▶ **California Department of Education:** approval of new school sites for which state funding is sought.
- ▶ **California Department of Fish and Game, Sacramento Valley—Central Sierra Region:** potential California Endangered Species Act consultation and issuance of take authorization (California Fish and Game Code Section 2081), streambed alteration agreement (California Fish and Game Code Section 1602), and protection of raptors (California Fish and Game Code Section 3503.5).
- ▶ **Central Valley Regional Water Quality Control Board (Region 5):** National Pollutant Discharge Elimination System (NPDES) construction stormwater permit (Notice of Intent to proceed under General Construction Permit) for disturbance of more than 1 acre, discharge permit for stormwater, general order for dewatering, and Section 401 Clean Water Act certification or waste discharge requirements.

REGIONAL AND LOCAL ACTIONS/PERMITS

- ▶ **Sacramento Metropolitan Air Quality Management District:** authority to construct (for devices that emit air pollutants), health risk assessment, and Air Quality Management Plan consistency determination.
- ▶ **Sacramento County Water Agency and Zone 41:** approval for water supply.

USACE will use this EIS/EIR in exercising its regulatory authority under Section 404 of the Clean Water Act. It also may be used as an informational document by Federal cooperating agencies, such as Reclamation, that could have permitting or approval authority for aspects of the project.

This EIS/EIR will be used by the City of Rancho Cordova and CEQA responsible and trustee agencies to ensure that they have met the requirements of CEQA before deciding whether to approve or permit project elements over which they have jurisdiction. It may also be used by other state and local agencies, which may have an interest in resources that could be affected by the project, or that have jurisdiction over portions of the project.

1.5 REQUESTED APPROVALS AND ENTITLEMENTS

The City of Rancho Cordova is the State lead agency for the project under CEQA, and USACE, Sacramento District, is the Federal lead agency under NEPA. The City has the principal responsibility for approving and carrying out the project and for ensuring that the requirements of CEQA have been met. USACE has the principal responsibility for making Clean Water Act Section 404 permit decisions and ensuring that the requirements of NEPA have been met. The EIR/EIS may also be used by other Federal, state, regional, and local agencies, which may have an interest in resources that could be affected by the project, or that have jurisdiction over portions of the project.

The following are the entitlements requested from the City for the project:

- ▶ certification of the EIR/EIS and Mitigation Monitoring and Reporting Program (MMRP),
- ▶ approval of a general plan amendment,
- ▶ zoning of the SPA for the participating land owners,
- ▶ adoption of the *SunCreek Specific Plan*,
- ▶ adoption of a Public Facilities Financing Plan,
- ▶ adoption of a Public Facilities Infrastructure/Phasing Plan,
- ▶ potential approval of development agreements between the City and the project applicants for the participating land owners, and
- ▶ approval of large-lot tentative maps for the participating land owners.

The project applicants are requesting these approvals to accommodate proposed development on lands they control (i.e., lands owned). It is anticipated that the City will also rely on this EIR/EIS for approval of other future discretionary entitlements and permits (e.g., small-lot tentative subdivision maps, design review approvals, use permits).

The Proposed Action represents a Federal action because it would require one or more of the following Federal permits and authorizations:

- ▶ Department of the Army permit under Section 404 of the CWA for discharges of dredge or fill material into waters of the U.S., and
- ▶ ESA Section 7 consultation leading to issuance of a Biological Opinion and possible incidental-take statement under the Federal Endangered Species Act for potential take of endangered or threatened species.

1.6 SUMMARY DESCRIPTION OF THE PROJECT ALTERNATIVES

The State CEQA Guidelines (Section 15126.6) and the NEPA CEQ Regulations (40 CFR Section 1502.14) require that an EIR/EIS describe a range of reasonable alternatives to a proposed project that could feasibly attain the basic objectives of the project and avoid and/or lessen the environmental effects of the project. The analysis contained in the DEIR/DEIS provides a comparative analysis between the proposed project/action (hereinafter referred to as the “Proposed Project Alternative”, described in Section 1.2 above), a Biological Impact Minimization Alternative, a Conceptual Strategy Alternative, and an Increased Development Alternative. The No Project Alternative as required under CEQA and NEPA and a No USACE Permit Alternative as required by USACE under NEPA were also evaluated. A summary of the alternatives is provided below. Detailed information regarding the project design, operation, and specific components is contained in DEIR/DEIS Chapter 2, “Alternatives.”

1.6.1 NO PROJECT ALTERNATIVE

Under this alternative, the project would not be developed. The SPA would remain under the jurisdiction of the City. A Section 404 permit for wetland fill would not be required from USACE. Although this No Action/No Project Alternative (referred to elsewhere in this document as the “No Project Alternative”) is evaluated herein, consistent with CEQA and NEPA requirements, it is an unlikely long-term alternative for the SPA because, according to the City’s General Plan, the SPA is located in an area planned for urban development. Entitlements

are actively being sought for development in the vicinity of the SPA (e.g., Sunrise Douglas Community Plan, Mather Field Redevelopment Project, Easton Planning Area, Rio del Oro Specific Plan, and the Anatolia, Arboretum, and The Ranch at Sunridge projects). Infrastructure planning is also occurring for the area, as part of the South County Water Authority's Water Treatment Plant, SASD Sewer Master Plan, SRCSD Interceptor System Master Plan, Alta-Sunrise Interchange, Zinfandel Drive Extension, and Douglas Road Extension. The regional economic base is expected to continue to expand as a result of these and other development projects in the region, and the associated growth in housing demand will increase the development pressure on the SunCreek SPA. The City General Plan indicates that the SPA is designated as a "Special Planning Area," within which a wide variety of land uses are permitted. The general plan includes a layout for the SPA with land uses, but it is specifically designated as "conceptual"; therefore it does not include acreages, densities, or dwelling units. Without this information, it would be speculative to predict the environmental impacts that would occur from development at the SPA other than the Proposed Project and alternatives already evaluated herein. Consistent with CEQA requirements, the No Project Alternative is evaluated in this DEIR/DEIS; however, for the reasons stated above, it is assumed to be a "no development" scenario.

1.6.2 No USACE PERMIT ALTERNATIVE

This alternative was designed to avoid the placement of dredged or fill material into waters of the U.S. (including wetlands) from the project, thus eliminating the need for a USACE Section 404 CWA permit. As a result, there would be no fill of waters of the U.S. under this alternative, compared to 22.56 acres of fill under the Proposed Project Alternative. The No USACE Permit Alternative, however, would likely still require that the project applicants consult with the USFWS to comply with Section 7 of the Endangered Species Act (ESA). Under this alternative, the approximately 203-acre wetland preserve that would be created under the Proposed Project Alternative, which would require continuing activities as part of a Mitigation and Monitoring Plan approved by the USACE, would not exist because it would not be proposed or imposed as mitigation for impacts associated with the fill of Federally regulated wetlands. Instead, 607 acres of the SPA would be designated "Natural Resources" under the City's General Plan. Land with this use designation would be set aside as natural habitat with no urban development. While open space trails may be located adjacent to areas designated as Natural Resources, the City would prohibit public access into the area. Under the No USACE Permit Alternative, approximately 92 acres less residential acreage would be developed and approximately 338 fewer residential units would be constructed as compared to the Proposed Project Alternative. Furthermore, under the No USACE Permit Alternative, the Local Town Center would not be constructed. Approximately 75 fewer acres of total commercial land uses would be constructed under this alternative as compared to the Proposed Project Alternative.

1.6.3 BIOLOGICAL IMPACT MINIMIZATION ALTERNATIVE

The Biological Minimization Alternative was designed to preserve additional areas of high-quality biological resources. Under this alternative, the wetland preserve would be approximately 411 acres, which is approximately 200 acres larger than the Proposed Project Alternative. Under the Biological Impact Minimization Alternative, project components would be reconfigured to avoid many of the impacts on waters of the U.S., including wetlands and high-quality biological habitat, and the level of residential development would be decreased to reduce the amount of project-generated traffic, air quality emissions, and noise. A permit for wetland fill would still be required under this alternative; 14.73 acres of waters of the U.S. would be filled, which is 9.44 fewer acres than would be filled by the Proposed Project Alternative. Because Americanos Boulevard would not be connected through the proposed wetland preserve, the on-site circulation network would be more constrained as compared to the Proposed Project Alternative, and this alternative's roadway network would not be consistent with the planned City General Plan roadway network. The Biological Impact Minimization Alternative would result in substantially the same acres of residential housing, but approximately 466 fewer residential units would be constructed as compared to the Proposed Project Alternative. No commercial land uses would be developed under this alternative, for a total of approximately 82 fewer acres of commercial development as compared to the Proposed Project Alternative.

1.6.4 CONCEPTUAL STRATEGY ALTERNATIVE

Beginning May 10, 2002, the County initiated a series of conflict resolution meetings regarding potential wetlands and endangered species permitting strategies for the geographic area known as the Sunrise Douglas Community Planning Area. The meetings were attended by a majority of the landowners, as well as developers, biologists, attorneys, project advocates, staff from Congressman Doug Ose's office and the Federal Agencies (i.e., EPA, USACE, and USFWS, collectively the "Federal Agencies"). The group met regarding issues involving wetland and endangered species protection and project development for the unpermitted areas within the Sunridge Specific Plan area began, referred to as the "Plan Subarea."

For 7 months, the Federal Agencies, local agencies, landowners of the unpermitted areas, stakeholders, biological consultants, and attorneys participated in numerous meetings to review issues involving site development and wetland and endangered species protection within the Plan Subarea.

In March 2004, Congressman Doug Ose initiated separate meeting with the Federal Agencies, local agencies, and the landowners/property representatives to facilitate resolution of differences of opinion that had emerged during the initial phase of meetings. Congressman Ose encouraged the Federal Agencies to develop a conceptual strategy both for the conservation of on-site wetland and aquatic resources in the planning area and to address general issues regarding the appropriate mitigation of those resources that could not feasibly and practicably be preserved on-site. The parties worked cooperatively to follow the mandates of Federal law, the need to preserve ecosystem integrity and the habitat of endangered species, the need to acknowledge the planning policies and objectives of the City of Rancho Cordova, and the need to account for the economic realities facing private sector developers. These meetings continued through June 2004.

In June 2004, the Federal Agencies developed an advisory document known as the Conceptual Level Strategy for Avoiding, Minimizing, and Preserving On-Site Aquatic Resource Habitat in the Sunrise Douglas Community Plan area ("Conceptual Level On-Site Avoidance Strategy, herein after referred to as "Strategy"). The Conceptual Level Strategy laid out general planning, ecological, and biological principles based on the best available information at the time. EPA, USACE, and USFWS also developed an accompanying map to provide general guidance on a development/preservation footprint that could potentially be permitted subject to appropriate review.

After EPA, USACE, and USFWS released the Conceptual Level Strategy map, individual property owners and representatives held additional discussions with the City and EPA, USACE, and USFWS on the Conceptual Level Strategy map, based upon more detailed, project-level information. In response to comments, the landowners revised the map in September 2004 to reflect the more detailed analysis and to incorporate what they understood to be acceptable modifications based upon the guidance provided in the meetings.

The Conceptual Strategy Alternative would preserve approximately 107 more acres of biological habitat (designated as "wetland preserve") as compared to the Proposed Project Alternative. This alternative would fill 23.33 acres of waters of the U.S., which is 0.84 acres fewer than would be filled under the Proposed Project Alternative.

Although little commercial land uses would be built under this alternative, the types and locations of the other land uses and general infrastructure improvements under the Conceptual Strategy Alternative would be substantially similar to those that would be built under the Proposed Project Alternative. The Conceptual Strategy alternative would result in approximately 15 additional acres of residential housing, but approximately 126 fewer residential units. The Local Town Center included as part of the Proposed Project Alternative would not be built under this alternative; thus, approximately 70 fewer acres of total commercial development would be built as compared to the Proposed Project Alternative.

1.6.5 INCREASED DEVELOPMENT ALTERNATIVE

This alternative was the original development proposed for the SunCreek SPA before the negotiations with the regulatory agencies as described above in Section 1.6.4, “Conceptual Strategy Alternative,” which resulted in agreement by the project applicants to preserve additional on-site wetlands. This alternative would fill 32.86 acres of waters of the U.S., which is 8.69 acres more than would be filled under the Proposed Project Alternative. The wetland preserve within the SunCreek SPA would decrease to approximately 97 acres; therefore, under this alternative, approximately 106 fewer acres of biological habitat would be preserved, as compared to the Proposed Project Alternative.

This alternative would entail a substantially different mix of land uses, at different locations within the SPA, as compared to the Proposed Project Alternative. Most of the SPA would consist of low-density residential housing, as compared to the mix of residential housing densities, schools, parks, public, and commercial land uses contemplated under the Proposed Project Alternative.

Implementation of this alternative would result in approximately 276 more acres of residential housing, and approximately 701 more residential units would be constructed as compared to the Proposed Project Alternative. However, most of the housing would be constructed as low-density (larger lot) residential under this alternative, whereas under the Proposed Project Alternative, most of the housing would be constructed as medium-density residential. The Local Town Center would not be built under this alternative. Approximately 64 fewer acres of commercial development would be built as compared to the Proposed Project Alternative.

1.7 CEQA AND NEPA REQUIREMENTS FOR RESPONDING TO COMMENTS

The State CEQA Guidelines state that written responses to comments received on the DEIR and RDEIR must describe the disposition of significant environmental issues. The response should contain good-faith, reasoned analysis to the environmental issues raised in the comment. In particular, the major environmental issues raised when the lead agency’s position is at variance with recommendations and objections raised in the comments must be addressed.

NEPA requires that the FEIS include and respond to all substantive comments received on the DEIS (40 CFR Section 1503.4). Lead agency responses shall include one or more of the following:

- ▶ modify the proposed action or alternatives;
- ▶ develop and evaluate new alternatives;
- ▶ supplement, improve, or modify the substantive environmental analyses;
- ▶ make factual corrections to the text, tables, or figures contained in the DEIS and SDEIS; or
- ▶ explain why no further response is necessary.

Additionally, the FEIS must discuss any responsible opposing view that was not adequately discussed in the DEIS and must indicate the lead agency’s response to the issues raised.

1.8 REQUIREMENTS FOR DOCUMENT CERTIFICATION AND FUTURE STEPS IN PROJECT APPROVAL

This FEIR/FEIS is being distributed to agencies, stakeholder organizations, and individuals who commented on the DEIR/DEIS. This distribution ensures that interested parties have an opportunity to express their views regarding the environmental impacts of the project, and to ensure that information pertinent to permits and approvals is provided to decision makers for the lead agencies, NEPA cooperating agencies, and CEQA responsible agencies.

The FEIR is being distributed to those parties who commented on the DEIR for a period of 10 days as required by the State CEQA Guidelines, Section 15088. Copies of the document may be reviewed by the public during normal business hours at the Rancho Cordova City Hall 2729 Prospect Park Drive, Rancho Cordova, CA 95670 and the USACE Sacramento District offices, 1325 J Street, Sacramento, CA 95814. The DEIR/DEIS is also available online at the City of Rancho Cordova's website, <http://www.cityofranchocordova.org>, and USACE's website, <http://www.usace.army.mil>.

The FEIS will be available for public review for 30 days after a notice is published in the Federal Register. Written comments should be sent to the following address:

Lisa Gibson, Senior Project Manager
 U.S. Army Corps of Engineers
 Regulatory Division, California Delta Branch
 650 Capitol Mall, Suite 5-200
 Sacramento, CA 95814
 Fax: (916) 557-6877
 E-mail: Lisa.M.Gibson2@usace.army.mil

The EIR is intended to be used by the Rancho Cordova City Council when considering approval of the Proposed Project or an alternative to the Proposed Project. The EIS is intended to be used by USACE in determining whether to issue the 404 permits.

Following completion and publication of the FEIR/FEIS, the Rancho Cordova City Council will hold a public meeting to consider certification of the EIR and to decide whether or not to approve the Proposed Project or another alternative, at which time the public and interested agencies and organizations may comment on the project. A notice of determination (NOD) will then be filed. If the City Council approves the Proposed Project (or another alternative), it will adopt written findings of fact for each significant environmental impact identified in the EIR; a statement of overriding considerations; and a mitigation monitoring and reporting program.

USACE will circulate the FEIS for a minimum of 30 days before taking action on the permit application and issuing its ROD. The ROD will address the decision, alternatives considered, the environmentally preferable alternative, relevant factors considered in the decision, and mitigation and monitoring.

Based on the analysis contained in the DEIR/DEIS, the No Project Alternative would have the fewest environmental impacts and therefore would be the environmentally superior alternative under CEQA. Under CEQA, if the No Project Alternative is determined to be environmentally superior, the EIR must also identify the environmentally superior alternative among the other alternatives. Thus, among the action alternatives carried forward for analysis, the No USACE Permit Alternative would be the environmentally superior alternative after the No Project Alternative. The No USACE Permit Alternative would result in least amount of development, the largest on-site wetland preserve, the fewest significant environmental impacts and lowest overall level of impact, and would not result in fill of any waters of the U.S. or other wetlands, including waters of the state.

Under NEPA, the environmentally preferable alternative does not need to be identified until the ROD is issued; therefore, it is not identified in this FEIR/FEIS.

1.9 ORGANIZATION AND FORMAT OF THE FINAL EIR/EIS

This FEIR/FEIS is organized as follows:

- ▶ Chapter 1, "Introduction," describes the purpose and content of the FEIR/FEIS.
- ▶ Chapter 2, "Minor Modifications to the Project," contains a description of minor changes to the project description that have been made since the DEIR/DEIS was circulated for public review.

- ▶ Chapter 3, “Comments and Individual Responses,” contains a list of all agencies and persons who submitted comments on the DEIR/DEIS during the public review period, copies of the comment letters submitted on the DEIR/DEIS, and individual responses to the comments.
- ▶ Chapter 4, “Errata,” presents corrections and other revisions to the text of the DEIR/DEIS based on issues raised by comments, clarifications, or corrections. Changes in the text are signified by ~~strikeouts~~ where text is removed and by underline where text is added.
- ▶ Chapter 5, “References,” includes the references to documents used to support the comment responses.
- ▶ Chapter 6, “List of Preparers,” lists the individuals who assisted in the preparation of this FEIR/FEIS.
- ▶ Appendices. New technical appendices are attached to the back of this FEIR/FEIS.

The DEIR/DEIS consisted of two volumes plus appendices. This document and its appendices, together with the two volumes and appendices of the DEIR/DEIS, constitute the FEIR/FEIS.

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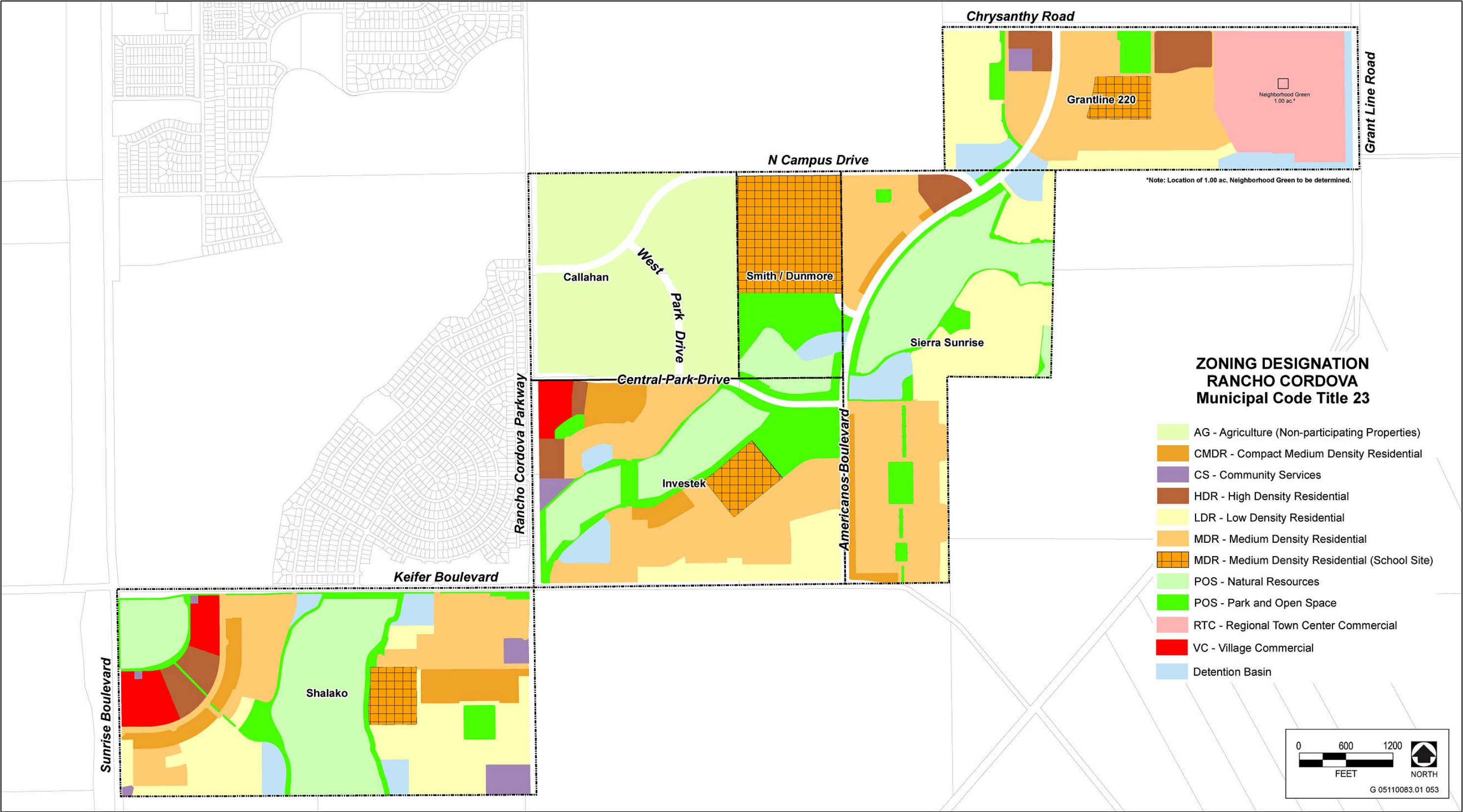
2 MINOR MODIFICATIONS TO THE PROJECT

Minor adjustments have been made to the land use acreages to correct an inconsistency in how minor streets were addressed between individual properties. Previously, certain minor streets were calculated as a separate land use on some properties, while similar streets were not calculated separately on other properties. In order to correct the inconsistency, the all minor streets have been incorporated in the calculation of the adjacent land use. This adjustment results in minor acreage changes, but does not change the physical development of the project or any associated impacts, except traffic (discussed further below). The same streets are still planned in the same locations and there is no change in development footprint, residential units, or the square footage of nonresidential development.

There are two minor revisions to land use designations and assumptions for the SunCreek Specific Plan described in the Draft EIR/EIS. The first revision relates to the Regional Housing Needs Assessment (RHNA) allocation for the SunCreek Specific Plan. Under the RHNA allocation at this time, 44 acres of the area zoned High Density Residential would be developed at a minimum density of 26 units per acre. This could result in approximately 203 more multifamily residential units than assumed in the DEIR/DEIS. Second, land designated for parks is being redesignated for residential uses which would result in about 35 additional single-family dwelling units. The environmental impacts of these minor changes that could result in additional residential units being built for the project were analyzed as part of the FEIR/FEIS process. The changes would not result in any new significant impacts or substantial increase in severity or intensity of a significant impact from those disclosed in the DEIR/DEIS. In particular, a traffic analysis was performed by Fehr & Peers which showed that there would be no new or substantially more severe traffic impacts from those disclosed in the DEIR/DEIS from the additional residential units. A copy of Fehr & Peers' technical memorandum is attached as Appendix C to this FEIR/FEIS.

Since the DEIR/DEIS was prepared, the Grant Line 220 property owner has become a project participant, which necessitated an update to the proposed zoning exhibit (Exhibit 2-3). The revised version of Exhibit 2-3 is attached hereto.

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Source: Mackay & Soms 2013

Exhibit 2-1

Proposed Zoning Designations

3 COMMENTS AND INDIVIDUAL RESPONSES

3.1 INTRODUCTION

This chapter contains the comment letters received on the 2012 DEIR/DEIS for the SunCreek Specific Plan. A list of each commenter on the DEIR/DEIS, associated agencies, and assigned letter identifications are provided in Section 3.2. A discussion of the master responses that are used in this FEIR/FEIS is provided in Section 3.3. Section 3.4 presents each comment letter received on the DEIR/DEIS and the responses thereto. Each comment contained in the comment letter is summarized in *italics* at the beginning of each comment response in Section 3.5.

3.2 LIST OF COMMENTERS

Table 3-1 provides a list of all agencies and persons who submitted comments on the 2012 DEIR/DEIS. No comments were received during the public hearing held on October 23, 2012.

Table 3-1 List of Commenters on the DEIR/DEIS		
Agency / Individual Name	Letter Date	Letter ID
Federal		
U.S. Department of the Interior Patricia Sanderson Port	November 19, 2012	USDI
U.S. Environmental Protection Agency Enrique Manzanilla, Communities and Ecosystems Division	November 16, 2012	USEPA
State		
California Department of Transportation Eric Fredericks, Office of Transportation Planning South	November 19, 2012	CALTRANS
Central Valley Regional Water Quality Control Board Trevor Cleak	November 6, 2012	CVRWQCB
Regional and Local		
Elk Gove Unified School District Kim Williams	November 15, 2012	EGUSD
Pacific Gas & Electric Company Donald Kennedy	November 9, 2012	PG&E
Sacramento County Airport Land Use Commission Greg Chew	November 13, 2012	ALUC
Sacramento County Airport System J. Glen Rickelton	March 15, 2013	SCAS-1
Sacramento County Airport System Greg Rowe	January 10, 2013	SCAS-2
Sacramento Metropolitan Utility District Rob Ferrera	November 19, 2012	SMUD
Sacramento-Yolo Mosquito & Vector Control District Marty Scholl	November 19, 2012	SYMVCD
Individual		
Grantline and Chrysanthly 220 Investors Nadia Costa, Miller Starr Regalia	November 19, 2012	G&C 220
Cordova Hills LLC Law Offices of Gregory D. Thatch	November 16, 2012	THATCH

3.3 MASTER RESPONSES

MASTER RESPONSE 1: DISAGREEMENT REGARDING THE CONCLUSIONS OF THE DEIR/DEIS

Several commenters expressed disagreement with the analysis methodology and/or impact conclusions in the DEIR/DEIS related to various topic areas such as air quality and climate change.

CEQA requires that a public agency's determination or decision under CEQA be supported by substantial evidence (Public Resources Code Section 21168.5). The State CEQA Guidelines similarly require that decisions regarding the significance of environmental effects addressed in an EIR be based on substantial evidence and recognize that other evidence suggesting a different conclusion may exist. "Substantial evidence" means enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made that the project may have a significant effect on the environment is to be determined by examining the whole record before the lead agency. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. (State CEQA Guidelines, CCR Section 15384.) An agency's decision will not be displaced simply because an opposite conclusion may be equally or more reasonable. (*Citizens of Goleta Valley v. Board of Supervisors* [1990] 52 Cal. 3d 553, 564.) An EIR is not inadequate simply because experts in a particular environmental subject matter dispute the conclusions reached by the experts whose studies were used in drafting the EIR, even where different conclusions can reasonably be drawn from a single pool of information. (State CEQA Guidelines, CCR Section 15151; "Guide To CEQA" [Remy, Thomas, et al.] 11th ed. pp. 499-500; *Greenebaum v. City of Los Angeles* [1984] 153 Cal. App. 3d 391, 413.) Under the CEQ's NEPA regulations, 40 CFR Section 1502.24 requires that "Agencies shall insure the professional integrity, including scientific integrity, of the discussions and analyses in environmental impact statements."

The DEIR/DEIS provides a comprehensive evaluation of the project's environmental impacts in compliance with CEQA and the State CEQA Guidelines, in accordance with NEPA and the CEQ Regulations, and in accordance with professionally accepted methodology for the evaluation of environmental resources. The DEIR/DEIS and this FEIR/FEIS present substantial evidence to support the conclusions drawn within these documents regarding the significance of the project's environmental effects. When commenters disagree about environmental conclusions, the EIR need only summarize the main points of disagreement and explain the lead agency's reasons for accepting one set of judgments instead of another. Section 15151 of the State CEQA Guidelines states that "Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts." (See also *Greenbaum v. City of Los Angeles* [1984] 153 Cal.App.3d 391, 413 and *Browning-Ferris Industries v. City Council* [1986] 181 Cal.App.3d 852, 862-863.) The lead agencies will ultimately determine which conclusion is appropriate, based on the substantial evidence presented in the EIR/EIS and other documents in the whole of the record. Similarly, the NEPA regulations, 40 CFR Section 1502.9(b) states: "... (b) Final environmental impact statements shall respond to comments as required in part 1503 of this chapter. The agency shall discuss at appropriate points in the final statement any responsible opposing view which was not adequately discussed in the draft statement and shall indicate the agency's response to the issues raised."

The comment letters and responses to them present summaries of the areas of disagreement. In some cases, there is no substantial evidence offered by commenters to support that a different conclusion should be drawn. As such, no further response to disagreements presented in the comment letters is necessary. If evidence is provided by the commenter to support the disagreement with the DEIR/DEIS' conclusion, the evidence is summarized and considered in making the EIR/EIS' conclusion and response to the individual comment. The City and USACE have reviewed and considered all the substantial evidence in the whole of the record in making their decisions about the project and its environmental effects.

3.4 FORMAT OF COMMENTS AND RESPONSES

Comment letters and responses to comments are arranged in the following order:

- ▶ Section A: Federal Agencies
- ▶ Section B: State Agencies
- ▶ Section C: Regional and Local Agencies
- ▶ Section D: Individuals

Each letter and each comment within a letter have been given an identification number. Responses are numbered so that they correspond to the appropriate comment. Where appropriate, responses are cross-referenced between letters or with a master response.

3.5 COMMENTS AND RESPONSES ON THE DEIR/DEIS

A: Federal Comment Letters and Responses

USDI



United States Department of the Interior

OFFICE OF THE SECRETARY
Office of Environmental Policy and Compliance
Pacific Southwest Region
333 Bush Street, Suite 515
San Francisco, CA 94104

IN REPLY REFER TO:
(ER 12/734)

Filed Electronically

19 November 2012

Lisa Gibson
US Army Corps of Engineers
Sacramento District
Regulatory Branch
1325 J Street, Room 1480
Sacramento, CA 958 14-2922

Subject: Review of the Draft Environmental Impact Statement (DEIS) for the SunCreek
Specific Plan Project, Development of Plan Area for Mixed Uses, Sacramento
County, CA

Dear Ms. Gibson:

The Department of the Interior has received and reviewed the subject document and has no
comments to offer.

1

Thank you for the opportunity to review this project.

Sincerely,

Patricia Sanderson Port
Regional Environmental Officer

cc:
Director, OEPC
OEPC Staff Contact: Loretta B. Sutton

Letter
USDI
Response

U.S. Department of the Interior
Patricia Sanderson Port, Regional Environmental Officer
November 19, 2012

USDI-1 *The comment indicates that the U.S. Department of the Interior (USDI) has reviewed the DEIR/DEIS for the SunCreek Specific Plan and has no comments.*

The City and USACE acknowledge receipt of the letter from USDI indicating that it has no comments on the DEIR/DEIS.

EPA



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX**

**75 Hawthorne Street
San Francisco, CA 94105**

NOV 16 2012

Ms. Lisa Gibson
U.S. Army Corps of Engineers, Sacramento District
1325 J Street, Room 1350
Sacramento, California 95814-2922

Subject: Draft Environmental Impact Statement for the SunCreek Specific Plan Project, Sacramento County, California (CEQ # 20120309)

Dear Ms. Gibson:

The U.S. Environmental Protection Agency (EPA) has reviewed the Draft Environmental Impact Statement (DEIS) for the SunCreek Specific Plan Project pursuant to the National Environmental Policy Act, Council on Environmental Quality regulations (40 CFR Parts 1500-1508), and Section 309 of the Clean Air Act.

EPA provided comments on the Administrative Draft Environmental Impact Statement (ADEIS) on December 21, 2011, and provided comments on the Supplemental ADEIS on May 18, 2012. While we appreciate efforts by the U.S. Army Corps of Engineers to coordinate with our agency throughout the environmental review process, several of the key issues EPA has raised have not yet been addressed. We continue to have significant concerns about the potential impacts to Waters of the U.S. and air quality associated with the project, particularly when considered in concert with the multiple housing, transportation, and other development projects proposed in Sacramento County. These impacts represent a daunting cumulative burden that would be extremely difficult to mitigate.

We have rated the DEIS as Environmental Objections – Insufficient Information (EO-2) (see enclosed EPA Rating Definitions) based on significant impacts to aquatic resources and the potential inability to both comply with the 2008 Compensatory Mitigation Rule and achieve “no net loss of wetland functions and values.” Though the DEIS includes a 203.7 acre wetland preserve area as part of the Proposed Project Alternative, we note that the DEIS does not demonstrate that sufficient mitigation for impacts to Waters of the U.S. would be available for the SunCreek project. Please find our detailed comments attached, which discuss EPA’s remaining concerns with this proposed project, including the lack of clarity regarding the need for the project; cumulative air quality impacts; disclosure of criteria air pollutant emissions; and commitments to mitigation measures.

Our attached detailed comments also recommend incorporation of transit-oriented and sustainable design measures to significantly reduce long-term impacts to air, water, and other resources, while also lowering energy demand. These recommendations are consistent with the Sacramento Region Blueprint’s growth principles.

Please note that, as of October 1, 2012, EPA Headquarters no longer accepts paper copies or CDs of EISs for official filing purposes. Submissions after October 1, 2012 must be made through the EPA’s

new electronic EIS submittal tool: e-NEPA. To begin using e-NEPA, you must first register with the EPA's electronic reporting site - https://cdx.epa.gov/epa_home.asp. Electronic submission does not change requirements for distribution of EISs for public review and comment, and lead agencies should still provide one hard copy of each Draft and Final EIS released for public circulation to the EPA Region 9 office in San Francisco (Mail Code: CED-2).

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cont.
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We appreciate the opportunity to review this DEIS, and are available to discuss our comments. If you have any questions, please contact me at 415-972-3843, or contact Jen Blonn, the lead reviewer for this project. Jen can be reached at 415-972-3855 or blonn.jennifer@epa.gov.

Sincerely,



Enrique Manzanilla, Director
Communities and Ecosystems Division

Enclosures: Summary of the EPA Rating System
EPA Detailed Comments

Cc via email:

Terry Adelsbach, U.S. Fish and Wildlife Service
Mike McKeever, Sacramento Area Council of Governments

U.S. EPA DETAILED COMMENTS ON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE
SUNCREEK SPECIFIC PLAN PROJECT, SACRAMENTO COUNTY, CALIFORNIA, NOVEMBER 16, 2012

Project Need Statement and Growth Projections

Although section 1.4 is entitled *Statement of Project Purpose and Need*, this section of the Draft Environmental Impact Statement (DEIS) does not appear to explain the project need, which is critical for explaining why the federal agency and project proponent are undertaking the proposed action. An EIS must explain the “underlying purpose and need to which the [Lead] Agency is responding in proposing the alternatives, including the proposed action” (40 C.F.R. 1502.13). The need for new housing and commercial development is discussed in later sections of the DEIS, but a clear and comprehensive need statement for this particular project is absent.

Recommendations:

- Augment section 1.4 in the Final Environmental Impact Statement (FEIS) to clearly explain the project need in the context of other reasonably foreseeable development projects in the area, and clarify the remaining needs for additional housing and commercial development that the SunCreek project could help address. Please include a table which clearly provides population growth, housing, and jobs projections from all data sources that are used in the analysis, and ensure that data is used from the most recent Metropolitan Transportation Plan and Sacramento County General Plan. Display data on housing that would be provided by the SunCreek project as well as other reasonably foreseeable projects in the area.
- Update text throughout the document so that the FEIS includes housing and commercial development demand data from the most recent Metropolitan Transportation Plan and the Sacramento County General Plan.

Waters of the U.S. & Biological Species

The proposed project is located “within the Mather Core Area, an area identified by U.S. Fish and Wildlife Service (USFWS) in the *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2005) as vital not only to the recovery of vernal pool tadpole shrimp, but to preventing the extinction or irreversible decline of the species” (p. 3.3-14). In addition, California has suffered between 80-90% loss of vernal pools, with a loss of over 137,000 acres of vernal pool habitat by 2005, as compared to habitat that existed in the baseline period of 1976-1995. In light of the sensitive habitat within the project area, EPA is concerned that the Proposed Project Alternative could directly impact approximately 24.19 acres of Waters of the U.S., including 14.5 acres of vernal pools.

Compensatory Mitigation

EPA notes that there appears to be an extreme shortage of appropriate mitigation sites in the Mather Core Recovery Area, and in surrounding nearby areas, to accommodate this project and other nearby proposed projects that are also seeking Clean Water Act (CWA) Section 404 permits. The listing of mitigation banks in Table 3.3-5 suggest that mitigation credits exist where few, if any, are actually available. Several of these banks are not in the immediate area (i.e. are located in Placer County) or are not approved by the U.S. Army Corps of Engineers (Corps), USFWS, and other authorities on the interagency review team. Additionally, EPA is aware that the credits in the South Sacramento County area are being discussed in three other regulatory contexts; (1) the Folsom South of Highway 50 Specific Plan Project has listed these banks as sources of mitigation credit, (2) the Mather Specific Plan Project listed these same banks, and (3) the South Sacramento Habitat Conservation Plan (SSHCP), itself, is in need of credits from these banks to meet its conservation goals. In addition, p. 3.3-38 states that,

“Mitigation for SunCreek impacts must be consistent with the [Corps’] *Record of Decision for the Sunridge Properties*.” Conditions for that Record of Decision (ROD) state that compensatory mitigation shall be “[l]ocated in the Mather Core Recovery Area, unless determined impracticable or inappropriate by the Corps.”

As stated in the DEIS, the project could use the SSHCP if it is available. It is, however, currently uncertain whether the SSHCP would be available. The DEIS does not demonstrate that, absent the SSHCP, necessary mitigation credits would be available; nor is EPA aware of sufficient available mitigation credits. Without proximate mitigation, the project may not be able to comply with the 2008 Mitigation Rule and the Sunridge ROD.

Recommendations:

- EPA recommends that the Corps conduct a comprehensive analysis of the mitigation resources remaining within the Mather Core Recovery Area in order to assess whether this project (and the others currently seeking CWA Section 404 permits in the Mather Core Recovery Area) have access to sufficient compensatory mitigation resources to move ahead in the absence of the SSHCP. In the FEIS, provide clear information and detailed locations on available, approved mitigation credits that could be used for this project and that comply with the Mitigation Rule and the Sunridge ROD.
- We are available to assist the Corps and the project proponents in determining compliance with the 404(b)(1) Guidelines and the Mitigation Rule. For further coordination and assistance with issues pertaining to Waters of the U.S., please contact Paul Jones, EPA Wetlands Office, at (415) 972-3470 or jones.paul@epa.gov.

Least Environmentally Damaging Practicable Alternative

EPA believes that the alternatives analysis in the DEIS does not contain sufficient detailed information for the Corps to identify the Least Environmentally Damaging Practicable Alternative (LEDPA) in compliance with the 404(b)(1) Guidelines. Disclosure of this information is critical to the decision-making process because only the LEDPA that achieves the overall project purpose, while not causing or contributing to significant degradation of the aquatic ecosystem, can be permitted by the Corps.

Recommendation:

The FEIS should include a detailed evaluation of the project alternatives in order to demonstrate the project’s compliance with the 404(b)(1) Guidelines and support the identification of the LEDPA by the Corps. The alternatives analysis should demonstrate that the proposed project is avoiding and minimizing damage to waters to the maximum extent practicable.

CWA Section 404(b)(1) Alternatives Analysis for Backbone Infrastructure

It is unclear why the CWA Section 404(b)(1) Alternatives Analysis (404 AA) for backbone infrastructure is being developed prior to 404 AA for the SunCreek project that would be used to derive the project LEDPA. This raises concern and potential challenges for decision-making because, typically, we would expect to see a 404 AA on the entire project from which the Corps would make a LEDPA determination first. Furthermore, the 404 AA for the Backbone Infrastructure provided in Appendix Y appears to improperly compare costs by using the Proposed Alternative as the baseline (rather than using the costs to meet the project purpose generally). Similar to our comments on the 404 AA provided in the DEIS for the Folsom South of Highway 50 Specific Plan Project, this approach to cost comparison is inconsistent with Corps Headquarters guidance in Regulatory Guidance Letter 93-2,¹ the Corps decision

¹ Regulatory Guidance Letter 93-02 is available at: <http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl93-02.pdf>

in the Old Cutler Bay 404(q) elevation,² and the discussion of costs in the preamble to the Guidelines. We also recognize that an analysis of practicability can use logistics and technical feasibility, in addition to cost. If such factors weigh on the practicability of alternatives in this case, we recommend those factors be presented in the FEIS in addition to information on costs.

Recommendations:

- In the FEIS, clarify why the 404 AA for backbone infrastructure is being developed prior to the 404 AA for the overall SunCreek project.
- Revise the analysis in Appendix Y of the FEIS so that other criteria, in addition to cost, are used to determine the practicability of the alternatives and their ability to achieve the basic project purpose.
- Revise p. 14 of Appendix Y to clarify whether the Corps intends to issue a formal purpose statement for the backbone infrastructure, separate from the purpose statement for the SunCreek project.

cont.
14

Current Information

The discussion of the SSHCP within the DEIS, as well as other information, is out of date.

Recommendations:

- Consult the SSHCP project team members at the Sacramento County Water Resources Department or the Sacramento County Community Development Department and update the FEIS to reflect the current status of the SSHCP project.
- Revise Table 3.0-2 to reflect that Excelsior Estates has changed names and is now called Jackson Township.

15

Air Quality

The project site is located in a federally designated nonattainment area for ozone and particulate matter smaller than 10 and 2.5 microns (PM10 and PM2.5). The site is also located in a federally designated maintenance area for carbon monoxide (CO). EPA is concerned with potential health impacts from the project's construction emissions, in addition to long-term emissions from induced vehicle miles traveled (VMT) from the development of 4,697 new housing units under the Proposed Project Alternative. We recommend further disclosure of impacts, additional mitigation measures, and clearer commitments for implementation.

16

Cumulative Air Quality Impacts

The proposed project would result in, "a cumulatively considerable incremental contribution to a significant cumulative impact from exposure of sensitive receptors," to both construction and operational emissions (p. 3.2-50). Several projects that will require Corps permitting under CWA Section 404 are proposed to be constructed concurrently with the SunCreek project in the Sacramento Valley Air Basin (SVAB). It is unclear whether all relevant projects in the SVAB have all been fully considered in the analysis. For example, the Capital Southeast Connector and New Brighton projects do not appear to be listed in Table 3.0-2.

17

² EPA Regional Offices and Corps Districts have the opportunity to raise individual permit or policy issues to their respective Headquarters Offices for guidance. In 1990, cost practicability and other issues in the Old Cutler Bay project in Florida were evaluated. The final guidance from Corps Headquarters is available at: http://water.epa.gov/lawsregs/guidance/wetlands/upload/2006_04_19_wetlands_CutlerBayGuidance.pdf

Recommendations:

- In the FEIS, verify that cumulative emissions are evaluated for potential contributions to violations of the National Ambient Air Quality Standards (NAAQS) from all applicable projects in the SVAB. The air quality cumulative impacts analysis should account for all reasonably foreseeable future actions, following 1997 guidance provided by the Council on Environmental Quality, entitled *Considering Cumulative Effects Under the National Environmental Policy Act*.
- Provide a table with criteria air pollutant and precursor emissions estimates from all applicable reasonably foreseeable future actions in the SVAB where data are readily available, including both the construction and operational phases of the projects.

cont.
17*Air Toxics Assessment, Disclosure & Mitigation*

Page 3.2-12 discusses existing toxic air contaminants (TACs) in the project area, and lists the Kiefer Landfill and Triangle Rock Products, Inc as two nearby sources of TACs. The discussion concludes by stating, "Because quantitative health risk assessments (HRAs) were not required from either facility by [Sacramento Metropolitan Air Quality Management District (SMAQMD)], the SMAQMD's prioritization thresholds were presumably not exceeded by the facilities, and therefore it is presumed that neither facility results in substantial health risks to nearby areas." It is unclear how recently the determination that a HRA was not needed was made, and whether requirements may have changed in the interim. It is also unclear whether sensitive receptors were in the vicinity of these facilities when the determination was made, and whether their presence could have changed the determination.

18

Recommendations:

- Coordinate with SMAQMD to determine whether a HRA of siting the proposed project near the Kiefer Landfill and Triangle Rock Products, Inc would be appropriate. Summarize this coordination and conclusions in the FEIS.
- Provide quantitative values of expected diesel particulate matter emissions (with and without committed mitigation) in the analysis of temporary and short-term emissions from construction equipment on p. 3.2-42 and consider mitigation measures to keep sensitive receptors at a safe distance away from these emissions.

Criteria Air Pollutant Emissions Disclosure

Page 3.2-5 states, "Because the entire state is in attainment for SO₂ and most of the state is in attainment for lead (except for one area of Los Angeles County), SO₂ and lead will not be discussed further." EPA is concerned that SO₂ and lead emissions from the project are not disclosed. Table 3.2-4 summarizes daily construction emissions. While operational emissions are provided in Tables 3.2-5 through 3.2-9, and annual construction emissions are provided in Table 3.2-10, we note that lead, SO₂ and CO emissions are not included in any of these tables. We are also concerned that mitigated impact values are only provided for daily construction emissions that have a local standard. Further, it is also unclear which mitigation measures were used in determining the air emission estimates noted in Table 3.2-4 and Table 3.2-10. Only mitigation that is committed to as part of the project design or committed to in the Record of Decision can be used in general conformity applicability.

19

Recommendations:

- Fully assess the criteria pollutants and precursor emissions (including SO₂, lead, and CO) for potential direct, indirect, and cumulative impacts from each alternative.
- Update Tables 3.2-4 through 3.2-10 in the FEIS to include unmitigated and mitigated values for all criteria air pollutant and precursor emissions, including SO₂, lead, and CO. Clarify whether the mitigated values only incorporate mitigation that will be committed to as part of

the project design or in the ROD, and specify which mitigation measures were relied upon to calculate values. Ensure that summary tables in the FEIS are consistent with data provided in Appendix L.

- Add a table to the FEIS that compares operational emissions from each alternative, in units of tons per year, to de minimis thresholds. Include unmitigated and mitigated values for all criteria air pollutant and precursor emissions. Clarify whether the mitigated values only incorporate mitigation that will be committed to as part of the project design or in the ROD, and specify which mitigation measures were relied upon to calculate values.

cont.
19

General Conformity Assessment

The general conformity discussion on p. 3.2-14 states, "In some instances, a state will make the conformity determination under delegation from a Federal agency." This is incorrect. While the state agency may, in some instances, conduct the conformity analysis, the lead Federal agency must make the conformity determination. The DEIS (p. 3.2-14 and p. 3.2-26) further states that the general conformity determination will be made in the Record of Decision. EPA cautions that providing information at that stage of the environmental review process does not allow for early identification and resolution of potential issues.

The DEIS (p. 3.2-14 and p. 3.2-48) cites the general conformity rule incorrectly. The general conformity rule was revised on April 5, 2010 (75 FR 17257). EPA deleted the provision in 40 CFR 93.153 that required Federal agencies to conduct a conformity determination for regionally significant actions where the direct and indirect emissions of any pollutant represent 10 percent or more of a nonattainment or maintenance area's emissions inventory for that pollutant.

20

Recommendations:

- Revise the FEIS to accurately reflect the general conformity rule and the federal agency role in the conformity determination process.
- The FEIS should demonstrate that the direct and indirect emissions of the project conform to the State Implementation Plan and do not cause or contribute to violations of the NAAQS. We recommend that the Corps work closely with the SMAQMD on its conformity determination. We also recommend that the draft general conformity determination be included in the FEIS, either as a detailed summary or as an appendix.

Page 3.2-17 provides an incomplete description of the status of the NAAQS for ground-level ozone by stating:

On January 6, 2010, EPA proposed to reconsider the 2008 NAAQS for ground-level ozone. The proposed revisions are based on a reevaluation of the scientific evidence about ozone and its effects on people and the environment. EPA is proposing to strengthen the 8-hour "primary" ozone standard, designed to protect public health, to a level within the range of 0.060-0.070 ppm. EPA is also proposing to establish a distinct cumulative, seasonal "secondary" standard, designed to protect sensitive vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas. EPA is proposing to set the level of the secondary standard within the range of 7-15 ppm-hours.

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Recommendation:

To provide an accurate description of the status of EPA's ozone standard, we recommend changing the above text into past tense and adding text to indicate that, after this reconsideration, EPA did not change the 2008 8-hour primary and secondary ozone standards of 0.075 ppm (daily maximum 8-hour concentration). EPA finalized the 2008 ozone designations, which were made effective July 20, 2012.

Transportation Emissions

VMT is already high near the project area, with several intersections operating at poor levels of service (p. 3.15-7). Adding housing and commercial development in the SunCreek project area would increase VMT and associated air emissions, especially when considered cumulatively with other development projects proposed for the area. EPA encourages measures to reduce air emissions from VMT, and we note that reducing VMT per capita is also a goal for Sacramento County (p. 3.4-10). We support plans to incorporate a bus rapid transit (BRT) system into the proposed design for Rancho Cordova Parkway, as described on p. 2-58, as well as plans for bicycle and pedestrian pathways through the project area.

Recommendations:

- To further minimize emissions from VMT and assist the region in complying with air quality standards, we recommend that the FEIS include measures within the project design to accommodate transit access. The neighborhood design should include transit route development that maximizes ridership, as well as early identification of bus stops so that they can more easily be incorporated into the streetscape.
- It is unclear if a grid street pattern is currently planned for the project area. If not, consider using a grid pattern to reduce the travel distance for vehicles, bikes, and pedestrians for local trips. Grid patterns can also make more trips possible to complete without use of a vehicle.

Commitments to Mitigation

Language used to introduce mitigation throughout the document refers to, “the project applicant for any particular discretionary development application” as the entity responsible for implementation. This language is confusing, and it is unclear which mitigation measures listed must be implemented as part of the project design, and which may, potentially, not be implemented.

Recommendation:

In the FEIS, revise text to clearly indicate which mitigation measures are being committed to as part of the project design, and which (if any) will only be implemented when certain conditions are met. Summarize information in Table ES-1, which lists all mitigation measures.

Assessment of Contaminated Groundwater

Page 3.8-4 introduces sites in the area with known groundwater contamination, which include Kiefer Landfill (.75 mi southeast), Inactive Rancho Cordova Test Site (1 mi north), and Mather Air Force Base (2.25 mi west), as well as nearby methyl tertiary butyl ether (MTBE) soil contamination from underground storage tanks. Page 3.9-10 provides additional information on the extent of the contamination, direction of plume movement, and monitoring activities. A more robust discussion is needed to disclose whether plumes may eventually migrate closer to the SunCreek project area, and potentially become a threat to residents. Page 3.9-55 states that groundwater use at full build out is not expected to result in substantial change in the movement of off-site contaminated groundwater plumes, but information is not provided to support this conclusion.

Recommendation:

In the FEIS, include a map depicting areas of potential groundwater contamination near the project area, including available information on plume migration direction and speed. Include an assessment in the FEIS of any potential future exposure in the SunCreek project area to contaminated groundwater through planned drinking water wells or through vapor intrusion from contaminated groundwater, through soil, and into inhabited spaces.

Sustainability

Creating an entirely new development provides ample opportunities to incorporate policies and designs that minimize demand for energy, minimize operational impacts, and create a high-quality living environment, with easy access to jobs, services, and recreation.

Recommendations:

- Consider obtaining Leadership in Energy and Environmental Design (LEED) for Neighborhood Development (ND) Certification for the project area or a portion of it. LEED-ND certification provides independent, third-party verification that a neighborhood development project is located and designed to meet high levels of environmentally responsible, sustainable development, with principles that are in line with the Sacramento Region Blueprint's growth principles.
- Consider obtaining LEED certification for homes, schools, and commercial buildings.
- Consider exceeding CALGreen standards in priority areas by meeting "optional" standards, including: pollutant control, indoor air quality, renewable energy, energy and water conservation, and low impact development.
- Consider recycled materials that could be used to replace raw materials for particular infrastructure components. Some options include tire-derived aggregate, crushed recycled concrete, recycled asphalt pavement, and rubberized asphalt concrete.
- Consider creating a policy to use locally sourced materials to reduce air emissions from transport.

25

Letter
EPA
Response

U.S. Environmental Protection Agency
Enrique Manzanilla, Director Communities and Ecosystems Division
November 16, 2012

EPA-1

The comment states that while the U.S. Environmental Protection Agency (EPA) provided comments on the Administrative and Supplemental Administrative ADEIS, EPA is concerned that several issues still have not been addressed.

The USACE carefully considered the comments submitted by EPA on the Administrative and Supplemental Administrative DEIS. The comments provided by EPA were appropriately addressed in the DEIR/DEIS as described below in responses to comments EPA-2 through EPA-25.

The comment further states that given the amount of regional development, cumulative impacts on waters of the U.S. and air quality would be difficult to mitigate.

With regards to cumulative impacts to waters of the U.S., a thorough analysis of cumulative impacts was presented on pages 3.3-61 – 3.3-64 of the DEIR/DEIS. As stated therein, "...related projects throughout the region would result in a cumulatively significant impact to wetlands and other biological resources associated with these [wetland] habitats. Project implementation would result in a cumulatively considerable incremental contribution to this cumulatively significant impact of regional loss because of the large acreage of habitats that would be lost as a result." Following the implementation of all feasible mitigation measures, the impact was determined to be cumulatively significant and unavoidable.

With regards to cumulative impacts to air quality, a thorough analysis of cumulative impacts was presented on pages 3.2-45 – 3.2-51 of the DEIR/DEIS. An exceedance of the project-level thresholds does not necessarily constitute a significant cumulative air quality impact pursuant to Sacramento Metropolitan Air Quality Management District (SMAQMD) standards (SMAQMD 2009:8-1). Because SunCreek is included in the Rancho Cordova General Plan and the Metropolitan Transportation Plan (MTP), the project is consistent with demographic projections (e.g., population, employment, vehicle miles traveled) assumed in the applicable air quality attainment plan, and a 15-point Air Quality Management Plan (AQMP) has been prepared for the project in accordance with SMAQMD recommendations (DEIR/DEIS Appendix M). Nonetheless, both short-term construction-related and long-term operation-related emissions of criteria air pollutants were determined to be cumulatively significant and unavoidable after implementation of all feasible mitigation measures. Furthermore, exposure of on-site sensitive receptors to TAC emissions (generated primarily by off-site diesel truck trips) were also determined to be cumulatively significant and unavoidable after implementation of feasible mitigation measures.

EPA-2

The comment states that although the project includes a 203.7-acre on-site wetland preserve, the DEIS does not demonstrate that sufficient mitigation for impacts to the waters of the U.S. would be available for the project in order to comply with the 2008 Compensatory Mitigation Rule and to achieve "no net loss of wetland functions and values."

This topic is discussed in detail on pages 3.3-37 – 3.3-41 of the DEIR/DEIS. As indicated therein, the *Final Rule for Compensatory Mitigation for Losses of Aquatic Resources* (73 CFR 19594) (Final Rule) establishes a preference for a "watershed approach" in selecting

locations for compensatory mitigation project locations, that mitigation selection must be “appropriate and practicable” and that mitigation banks must address watershed needs based on criteria set forth in the Final Rule. The watershed approach accomplishes this objective by expanding the informational and analytic basis of mitigation project site selection decisions and ensuring that both authorized impacts and mitigation are considered on a watershed scale rather than only project by project. This requires a degree of flexibility so that district engineers can authorize mitigation projects that most effectively address the case-specific circumstances and needs of the watershed, while remaining practicable for the permittee.

The majority of the SPA is within the Laguna Creek Watershed, but the northwest portion of the Kamilos property is within the Morrison Creek Watershed. Both of these watersheds are part of the Lower Sacramento River Watershed. Table 3.3-5 (DEIR/DEIS page 3.3-29) demonstrates that mitigation credits are available within the Laguna Creek Watershed at the Bryte Ranch, Laguna Terrace East, and the Sunrise Douglas Conservation Banks; however, there are no available mitigation credits within the Morrison Creek Watershed. If USACE determines that the use of mitigation bank credits is not sufficient mitigation to offset impacts within the SPA, the October 26, 2010 *Memorandum Re: Minimum Level of Documentation Required for Permit Decisions* (USACE 2010) requires USACE to specifically demonstrate why the use of bank credits is not acceptable to USACE in accordance with Section 33 CFR 332.3(a)(1).

The SPA is located within the Mather Core Recovery Area, in which significant cumulative impacts have occurred to vernal pools. Therefore, DEIR/DEIS Mitigation Measure 3.3-1b requires that any compensatory mitigation for impacts in the SPA be consistent with the USACE’s Record of Decision for the Sunridge Properties, which states that “(f)or future unavoidable impacts to vernal pool wetlands within the Mather Core Recovery Area...compensatory mitigation shall be (1) based on a method for assessing the functions of all waters of the U.S. on the project site; (2) accomplished at a ratio of greater than 1:1 (final ratio will be based, in part, on wetland functional condition determined during the functional assessment), after considering direct and indirect impacts, temporal loss and difficulties creating vernal pool wetlands; and (3) located in the Mather Core Recovery Area, unless determined impracticable or inappropriate by the Corps.” Based on the requirements of Mitigation Measure 3.3-1b, the applicants for projects within the SPA will be required to provide USACE information on available sites to be utilized for compensatory mitigation within the Mather Core Recovery Area. If it is demonstrated to USACE that there are no available sites or there is not sufficient acreage of compensatory mitigation within the Mather Core Recovery Area to fully compensate for unavoidable losses of waters of the U.S. within the SunCreek SPA, then alternative sites or mitigation banks would need to be utilized. If the South Sacramento County Habitat Conservation Plan (SSHCP) is adopted and available before the project is fully implemented, project applicants may participate in the SSHCP mechanisms, such as payment of fees, purchase of mitigation bank credits, acquisition of conservation easement(s), and/or acquisition of mitigation land(s) in fee title to mitigate project effects on wetland habitats. In the event that mitigation is not available through the SSCHP, the applicants must mitigate by purchasing a combination of appropriate credits from an agency-approved mitigation bank or providing an agency-approved off-site mitigation area. As stated on DEIR/DEIS page 3.3-45, impacts related to loss and degradation of jurisdictional wetlands and other waters of the U.S. would be significant and unavoidable after implementation of all feasible mitigation measures for the following reasons:

- ▶ The extent of habitat loss and degradation is extensive and contributes significantly to the loss of this habitat type in the region and within the Mather Core Area.
- ▶ Vernal pools and other wetland habitats within the wetland preserve and on adjacent parcels could be adversely affected by habitat fragmentation and indirect impacts for which no feasible mitigation measures are available.

However, the conclusion that direct and indirect impacts would remain significant and unavoidable pursuant to CEQA and NEPA is separate from the ultimate determination the USACE must make in order to issue permits to fill on-site wetlands, which is whether the project would cause “significant degradation of waters of the United States” (40 CFR 230.10[c]) (among other determinations). This subsequent determination has, by the express terms of the regulation, a necessarily broader focus than the individual watershed approach followed in this analysis. Therefore, the significant and unavoidable conclusion in this analysis does not preclude the USACE from issuing fill permits for the project if it finds the project mitigation is sufficient to avoid “significant degradation of the waters of the United States.”

EPA-3

The comment indicates that EPA has submitted detailed comments regarding the project need; cumulative air quality impacts; disclosure of criteria air pollutant emissions; and commitments to mitigation measures.

Responses to specific comments raised by EPA within the body of its letter are provided below.

EPA-4

The comment notes that EPA’s detailed comments are also directed towards the incorporation of transit-oriented development and sustainable design measures to reduce long-term impacts to air, water, and other resources while also lowering energy demand. The comment states that these recommendations are consistent with the Sacramento Area Council of Governments’ (SACOG) Blueprint growth principles.

The project incorporates transit-oriented development and sustainable design measures as shown in the Draft SunCreek Specific Plan (DEIR/DEIS Appendix C) and in the SMAQMD-approved 15-point AQMP (DEIR/DEIS Appendix M). The project is consistent with SACOG Blueprint growth principles, as discussed on pages 4-2 – 4-4 of the DEIR/DEIS.

EPA-5

The comment provides information on new EPA procedures for submittal of future environmental documents.

The information regarding the new procedures for submittal of documents to EPA is appreciated; the comment is noted.

EPA-6

The comment states that the DEIS does not explain the project need, citing 40 Code of Federal Regulations (CFR) 1502.13. The comment requests that DEIS Section 1.4 be augmented to include a table showing population growth, housing, and jobs projections for the project and the region, including the MTP and Sacramento County General Plan; and display housing data that would be provided by SunCreek and other reasonably foreseeable projects in the area, in order to demonstrate that there is a need for the SunCreek project. The comment also requests that the entire DEIR/DEIS be “updated” with housing and commercial development demand data from the MTP and Sacramento County General Plan in order to provide additional reasoning as to the need for the project.

DEIR/DEIS Section 1.4, “Statement of Project Purpose and Need” includes a 12-point bulleted list that provides a detailed explanation of the project need (see DEIR/DEIS page 1-3). 40 CFR 1502.13 simply requires the lead agency to do the following: “The statement [of purpose and need] shall briefly specify the underlying purpose and need to which the agency is responding in proposing the alternatives including the proposed action.” (Emphasis added.) In fact, 40 CFR 1502.13 specifically states that the purpose and need statement shall be brief. EPA, on the other hand, is requesting an extensive analysis of housing demand in the Sacramento region, the inclusion of which would not be consistent with the 40 CFR 1502.13 requirement to be “brief.” For the reasons stated above, USACE believes that the DEIR/DEIS already contains a sufficient explanation of the project need pursuant to 40 CFR 1502.13 and that the additional information requested by the commenter is not required; therefore no changes to the text of the DEIR/DEIS have been made.

EPA-7 *The comment states that the project is located within the Mather Core Area, cites to the historic loss of vernal pool habitat in the California, and indicates that EPA is concerned that the project could affect 24.19 acres of waters of the U.S.*

The comment restates information contained in Section 3.3, “Biological Resources” of the DEIR/DEIS; the comment is noted.

EPA-8 *The comment states there is a shortage of mitigation sites in the Mather Core Area and surrounding nearby areas to accommodate the project and other pending projects. The comment further notes that the SSCHCP may not be available for mitigation, and that mitigation for the project must be consistent with the Record of Decision (ROD) for the Sunridge Properties. The comment further states that the DEIR/DEIS does not demonstrate that sufficient mitigation credits are available, and therefore the project may not be able to comply with the 2008 Mitigation Rule and the Sunridge ROD.*

See response to comment EPA-2.

EPA-9 *The comment requests that USACE conduct “a comprehensive analysis of the mitigation resources remaining within the Mather Core Recovery Area” in order to assess whether this project and others currently seeking CWA Section 404 permits in the Mather Core Area have access to sufficient compensatory mitigation resources to move ahead in the absence of SSCHP.*

DEIR/DEIS Mitigation Measure 3.3-1b requires that any compensatory mitigation for SunCreek impacts be consistent with the USACE’s Record of Decision for the Sunridge Properties, which states that “(f)or future unavoidable impacts to vernal pool wetlands within the Mather Core Recovery Area...compensatory mitigation shall be (1) based on a method for assessing the functions of all waters of the U.S. on the project site; (2) accomplished at a ratio of greater than 1:1 (final ratio will be based, in part, on wetland functional condition determined during the functional assessment), after considering direct and indirect impacts, temporal loss and difficulties creating vernal pool wetlands; and (3) located in the Mather Core Recovery Area, unless determined impracticable or inappropriate by the Corps.” For this purpose, the SunCreek applicants have been informed by USACE that they must provide information regarding potential mitigation sites within the Mather Core Recovery Area, or within close proximity or the same watershed as the SPA. USACE does not have the resources to conduct an independent study of all potential lands within the Mather Core Recovery Area to determine what sites are available for compensatory mitigation. The applicants for the SunCreek project (as well as other projects within the Mather Core Recovery Area), will be required to provide

information to the USACE regarding potential mitigation sites. Furthermore, project buildout is expected to occur over a 20-year period, and thus in many cases, mitigation will not be required for many years into the future. USACE is not responsible for ensuring that there are currently available sufficient permittee-responsible mitigation acreage or mitigation bank credits to accommodate all projects proposed for development within the area. For all projects in which USACE issues a permit, compensatory mitigation will be required for unavoidable impacts, in order to ensure “no net loss” of wetland functions and services and compliance with the 2008 Mitigation Rule. If USACE decides to issue a permit for the proposed projects or other alternatives within the SPA, compensatory mitigation would be required as part of the permit(s). If another developer utilizes the mitigation sites or mitigation bank credits required by any permit(s) issued for projects within the SPA, the developers within the SPA would need to request a modification to required compensatory mitigation.

EPA-10 *The comment requests that the FEIS provide clear information and detailed locations on available, approved mitigation credits that could be used for this project and that comply with the Mitigation Rule and the Sunridge ROD.*

Table 3.3-5 (DEIR/DEIS page 3.3-29) provides a listing of mitigation credits that are known to be available at this time. See also response to comment EPA-2.

EPA-11 *The comment indicates that EPA is available to assist USACE with a determination of compliance with the Section 404(b)(1) guidelines and the Final Rule.*

USACE appreciates the offer extended by EPA to assist with a determination of the Section 404 Guidelines; the comment is noted.

EPA-12 *The comment states that the EPA believes the DEIS does not contain enough information for USACE to determine the Least Environmentally Damaging Practicable Alternative (LEDPA), and that the DEIS should contain a detailed analysis of the project’s alternatives consistent with the Section 404 Guidelines to support the LEDPA. The comment also states that the alternatives analysis should demonstrate that the project avoids and minimizes damages to waters to the maximum extent practicable.*

Under both NEPA and CEQA, the range of alternatives is governed by the rule of reason. The State CEQA Guidelines Section 15126.6 requires that “an EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation.” In relationship to NEPA alternatives, the CEQ suggests, “When there are potentially a very large number of alternatives, only a reasonable number of examples, covering the full spectrum of alternatives, must be analyzed and compared in the EIS. ... What constitutes a reasonable range of alternatives depends on the nature of the proposal and the facts in each case.” (CEQ 1981)

The Draft Section 404(b)(1) alternatives analysis (DEIR/DEIS Appendix Y) (which was prepared by the project applicants) contains additional on-site alternatives for each of the participating landowners, as well as alternatives to the proposed backbone infrastructure and off-site alternatives. The DEIR/DEIS evaluates four action alternatives (No USACE Permit, Biological Impact Minimization, Conceptual Strategy, and Increased

Development) at a similar level of detail as the Proposed Project Alternative, each of which would entail different land uses and different amounts of on-site preservation and avoidance of wetland fill. Therefore, since the DEIR/DEIS considered and evaluated a reasonable range of potentially feasible alternatives, the alternatives contained in the Draft Section 404(b)(1) analysis were not carried forward for further evaluation because all of the on-site alternatives consist of minor variations of the existing five action alternatives that would all entail a redesign of proposed land uses and relocation of proposed infrastructure, which are already covered by the spectrum of alternatives carried forward for detailed analysis. Furthermore, the off-site alternatives are infeasible because they consist of too many separate parcels of land (74 and 351, respectively) that could not all be acquired. A detailed description and analysis of reasonable alternatives is included in the DEIR/EIS in Chapters 2 through 4. Alternatives that were dismissed as not reasonable and therefore were not carried forward for detailed analysis are described in the DEIR/DEIS Section 2.9.

USACE will consider any comments received regarding alternatives to the proposed project, and will make a determination on compliance with the Section 404 Guidelines within the ROD and subsequent NEPA documents. See also response to comment EPA-14.

EPA-13

The comment states that EPA is unclear as to why a 404(b)(1) analysis is being developed for backbone infrastructure that would drive the project LEDPA, when typically a 404 analysis would be prepared for the entire project from which the LEDPA decision would be made.

The SPA contains 6 separate properties, consisting of: Sierra Sunrise property (SPK-2000-00414), Jaeger Ranch property (SPK-2006-00602), Luxouri Village property (SPK-2006-00603), Grantline 220 property (SPK-2006-00604), Shalako property (SPK-2006-00605) and Smith Property (SPK-2008-00795). To date, the USACE has received permit applications for the Sierra Sunrise, Jaeger Ranch, Shalako and Smith properties. Due to the uncertainty of project phasing, and because the infrastructure could be constructed by any one of the developers within the SPA, the City has submitted a permit application to USACE for the backbone infrastructure (SPK-2005-00888), including sewer, water and drainage improvements, water treatment plant, water wells, sewer pump station and on- and off-site roadway improvements. The DEIR/DEIS contains information submitted by the project applicants regarding the practicability of other alternatives to the Proposed Action. This alternatives information is not the 404(b)(1) analysis for the SPA. A Section 404(b)(1) analysis has not yet been prepared for any of the projects within the SPA, and will be conducted by USACE prior to a decision being made on whether or not to issue permits for the individual development projects therein. It is expected that for the backbone infrastructure and Sierra Sunrise, Jaeger Ranch, Shalako, and Smith properties, the Section 404(b)(1) analysis will be made within the ROD for this EIS. Because permit applications have not been submitted for the Luxouri Village and Grantline 220 properties, that Section 404(b)(1) analysis will be made within supplemental NEPA documents (e.g. supplemental EIS's or supplemental environmental assessments). Although the infrastructure for the SPA has been submitted as a separate permit application, and the applicant has submitted 404(b)(1) information for the backbone infrastructure, the alternatives analysis for the backbone infrastructure will be conducted by USACE in conjunction with the alternatives analysis for the other projects being evaluated.

EPA-14 *The comment states that the 404 analysis contained in DEIS Appendix Y appears to improperly compare costs of the alternatives to the proposed project rather than the costs to meet the project purpose generally, and that this methodology is contrary to the USACE's Regulatory Guidance Letter 93-2. The comment also requests that Appendix Y be revised to address these concerns.*

As stated in response to comment EPA-13, the alternatives information provided in Appendix Y of the DEIR/DEIS was prepared and submitted by the applicant to provide information on the practicability of various alternatives within the SPA. This information was provided as part of the DEIR/DEIS to allow the public to review the information submitted by the applicant and provide comments for USACE to utilize when making a permit decision. This alternatives information was neither prepared nor approved by USACE. Although USACE may use information within the alternatives information submitted by the applicant, the 404(b)(1) alternatives analysis will be prepared by USACE within the Record of Decision or other supplemental decision documents for the projects located within the SPA. USACE will consider and evaluate any comments made by EPA, other Federal, state, or local agencies, or members of the public regarding the alternatives information provided by the applicant and located in Appendix Y of the DEIR/DEIS. In developing the Section 404(b)(1) Alternatives Analysis, USACE will utilize all existing regulations and guidance.

EPA-15 *The comment states that the discussion of the SSHCP contained in the DEIS, "as well as other information," is out of date, and requests that the DEIS be updated. The comment also states that the name of the Excelsior Estates project has changed and is now Jackson Township.*

As shown in Chapter 4, "Errata" of this FEIS/FEIS, the discussion regarding the SSHCP on DEIR/DEIS page 3.3-30 has been updated. The comment regarding the name change of the Excelsior Estates project is noted. The comment also provides an opinion by EPA that other, unspecified information in the DEIR/DEIS is out of date. Because the City and USACE do not know what other information EPA is referring to, no further updates to the DEIR/DEIS can be made.

EPA-16 *The comment notes that the project site is in a federally designated nonattainment area for ozone and particulate matter, and a maintenance area for carbon monoxide; states that the commenter is concerned about potential health effects from project construction and vehicle emissions; and recommends further disclosure of impacts, additional mitigation measures, and clearer commitments for implementation.*

Attainment planning efforts, air pollutant emissions associated with the project, health effects from air pollutant emissions, and mitigation measures are comprehensively addressed in Section 3.2, "Air Quality" of the DEIR/DEIS. The party responsible for enforcing each mitigation measure is identified in the DEIR/DEIS immediately following the text of each mitigation measure. See also Master Response 1.

EPA-17 *The comment suggests that it is unclear as to whether all relevant projects in the Sacramento Valley Air Basin (SVAB) have been fully considered in the analysis of the cumulative air quality impact from exposure of sensitive receptors to emissions. Two projects are cited as examples.*

The SVAB is a very large area that includes Butte County, Colusa County, Glenn County, Shasta County, Sutter County, Tehama County, Yolo County, Yuba County, the western portion of Placer County, and the eastern portion of Solano County. Table 3.0-2

in the DEIR/DEIS is not intended to be an all-inclusive listing of every single past, present, and reasonably foreseeable future project related to air quality in each of the 10 counties listed above. The impacts of past, present, and reasonably foreseeable future related activities and air pollutant emission trends in the SVAB were, in fact, considered in the DEIR/DEIS, as appropriate, in the context of air quality attainment planning efforts, including the Capital Southeast Connector and New Brighton projects mentioned by the commenter. As described on pages 3.2-11 and -12 of the DEIR/DEIS, “*the Sacramento region is currently designated as a both a Federal and state nonattainment area for ozone and particulate matter.*” The non-attainment areas depend on the pollutant under consideration. For Federal ozone standards, the nonattainment area includes Sacramento and Yolo Counties, Placer and El Dorado Counties (except Lake Tahoe Basin portions), Solano County (eastern portion), and Sutter County (southern portion). Attainment planning occurs over this large area based, in part, on planning information for past, present, and future projects included in general plans of the affected jurisdictions, including the City of Rancho Cordova. As noted on page 3.2-46 of the DEIR/DEIS, since the project is included in the City’s General Plan, planning assumptions for the project have also been included in relevant air quality attainment planning efforts. Additional detail for project-related cumulative effects is provided in Section 3.2.5 of the DEIR/DEIS.

While ozone and particulate matter have relatively broad geographic areas that are appropriate for consideration relative to cumulative impacts, for toxic air contaminants (TAC), there are no ambient air quality standards and impacts are considered on a more local level. The thresholds of significance and analysis methodology used in the DEIR/DEIS explains the appropriate scope of analysis (including cumulative analysis). Please refer to pages 3.2-18 through 3.2-22. For example, the first three bullets under the “Thresholds of Significance” heading correlate air pollutant emissions from the project to any attainment plan that, according to federal or state air quality standards, has been required to address that pollutant. Attainment planning efforts are focused on different geographic areas, depending on the sources and effects of the specific pollutant involved. Numeric significance thresholds provided by the Sacramento Metropolitan Air Quality Management District (SMAQMD) are used as a proxy, in certain circumstances, to assess whether or not projects could adversely affect ongoing attainment planning efforts. For the TAC analysis, as described under the headings “Thresholds of Significance” and “Analysis Methodology,” the DEIR/DEIS is clear that the analysis is appropriately focused on local concentrations of air pollutant emissions (rather than areawide ambient concentrations).

The comment also requests verification that the EIR/EIS evaluates cumulative emissions and potential contributions to Federal ambient air quality standards from all applicable projects in the SVAB. The comment also suggests that the analysis should follow guidance provided by the Council on Environmental Quality (CEQ) in 1997.

Please refer to the discussion starting on page 3.2-20 of the DEIR/DEIS, which includes an analysis of state and Federal ambient air quality standards. The analysis included in the DEIR/DEIS is consistent with the referenced CEQ 1997 handbook entitled *Considering Cumulative Effects Under the National Environmental Policy Act*. As noted in the “Preface” to the CEQ handbook, the handbook is intended to introduce NEPA practitioners and others to cumulative impact analyses; it “*does not establish new requirements for such analyses. It is not and should not be viewed as formal CEQ guidance on this matter...*” (CEQ 1997:page iii).

Finally, the comment requests a table with criteria air pollutant and precursor emissions estimates from all applicable reasonably foreseeable future actions in the SVAB where data are readily available, including both the construction and operational phases of the projects.

The DEIR/DEIS provides quantified estimates of air pollutant emissions attributable to the project. The DEIR/DEIS also outlines impacts associated with related past, present, and reasonably foreseeable future projects and evaluates the project's cumulative contribution to such impacts. If the commenter is interested in reviewing a table illustrating forecasts for criteria air pollutant emissions in the SVAB, one resource is the Air Resources Board (ARB) Almanac, which until recently, had been updated annually (CARB 2010). Although construction and operational emissions are not broken out separately in this resource, in general, ozone precursors are expected to decline between 2010 and 2020 – by approximately 35% for oxides of nitrogen (NO_x) and approximately 10% for reactive organic gases (ROG). The 10% decline for ROG correlates well with the 8% decline forecast for the Sacramento Federal Nonattainment Area between 2011 and 2018 (SMAQMD 2008). Particulate matter emissions are anticipated to increase slightly over the same time period (for direct emissions of particulate matter, both PM₁₀ and PM_{2.5}). Carbon monoxide emissions are expected to decline (by approximately 119% between 2010 and 2020).

EPA-18

The comment reiterates information presented in the DEIR/DEIS related to TACs associated with the Kiefer Landfill and Triangle Rock Products. The comment inquires about the date of the determination that a health risk assessment (HRA) was not required for either of these facilities and whether SMAQMD guidance or the context may have changed during the intervening period. The comment also suggests coordination with SMAQMD regarding TAC emissions from Kiefer Landfill and Triangle Rock Products, Inc. and asks for quantitative analyses of diesel particulate matter (DPM) emissions with and without mitigation for construction-related emissions.

SMAQMD is a NEPA cooperating agency on this project, and coordination with SMAQMD regarding the analysis contained in the DEIR/DEIS has occurred. SMAQMD did not indicate any concerns related to the TAC analysis contained in the DEIR/DEIS or the dates included in the DEIR/DEIS related to the determination that a HRA was not required related to Kiefer Landfill and Triangle Rock Products.

It was not necessary in evaluating short-term TAC impacts to quantify DPM emissions associated with the various construction phases of the project and the various alternatives. As noted in the DEIR/DEIS (page 3.2-20), “[a]part from the general construction phasing map (Exhibit 2-22, Chapter 2.0, “Alternatives”), a more detailed schedule describing the timing and location of construction activities under the Proposed Project and the other four action alternatives was not available at the time of writing this EIR/EIS.” As stated on page 3.2-7 of the DEIR/DEIS, DPM is a subset of PM₁₀ emissions. DPM differs from other TACs in that it is not a single substance, but rather a complex mixture of hundreds of substances. Although DPM is emitted by diesel-fueled internal combustion engines, the composition of the emissions varies depending on engine type, operating conditions, fuel composition, lubricating oil, and whether an emission control system is present. Unlike the other TACs, no ambient monitoring data are available for DPM because no routine measurement method currently exists. However, as noted in SMAQMD’s *Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways* (SMAQMD 2011a), PM₁₀ can be used as a proxy for the relative measure of DPM. Therefore, please refer to Table 3.2-4 in

the DEIR/DEIS for an estimate of PM₁₀ with and without mitigation for each alternative for DPM. The impacts associated with construction- and operation-related DPM are discussed on pages 3.2-38 – 3.2-40 of the DEIR/DEIS, respectively. As for mitigation that would reduce DPM during construction, please refer to Mitigation Measure 3.2-1a, which requires contractors for specific projects within the SPA to implement SMAQMD's list of Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices, and Enhanced Exhaust Control Practices or whatever feasible mitigation measures are recommended by SMAQMD at the time individual portions of the site undergo construction. In addition to the current SMAQMD-recommended measures, construction operations are required by this mitigation measure to comply with all future additional SMAQMD rules and regulations that may be applicable at the time of construction. This mitigation measure includes enhanced exhaust control practices with performance standards and also cross references elements of Mitigation Measure 3.4-1 that would also reduce operation-related emissions, including DPM.

EPA-19

The comment expresses concern that emissions estimates for sulfur dioxide (SO₂), lead, and carbon monoxide (CO) are not disclosed. The commenter also expresses concern that mitigated impact values are only provided for construction emissions that have a local standard.

Please refer to Appendix L of the DEIR/DEIS, which presents estimates of SO₂ and CO. There are no known substantial sources of lead emissions associated with the project that should be evaluated as a part of this EIR/EIS. See also Master Response 1.

The comment also expresses concern that mitigated impact values are only provided for daily construction emissions with a local standard.

Local standards are developed for pollutants which, due to concentration levels and health risk, are the subject of past or present attainment planning. It is appropriate that analysis and mitigation for the project is focused on relevant pollutants of concern for the area in which the project is proposed. See also response to comment EPA-18. See also Master Response 1.

The comment further expresses an interest in the mitigation measures that were used to provide the estimates in DEIR/DEIS Tables 3.2-4 and 3.2-10 and notes that only mitigation included as a part of the project design or in the Record of Decision can be used in general conformity applicability.

Mitigation Measure 3.2-1a was applied to generate the estimates in the referenced tables and, in particular, the performance standard for enhanced exhaust control practices requiring a 20% NO_x reduction and 45% particulate matter reduction compared to the most current ARB fleet average. SMAQMD has published a construction mitigation calculator to assist project applicants with estimating the benefits of certain identified mitigation strategies. As noted on DEIR/DEIS page 3.2-30, implementation of SMAQMD's Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices for Soil Disturbance Areas, and Enhanced Fugitive PM Dust Control Practices for Unpaved Roads, as required by Mitigation Measures 3.2-1a and portions of 3.4-1, would reduce PM₁₀ and PM_{2.5} concentrations generated during the construction of the on-site elements by up to 75%, according to SMAQMD's CEQA Guide (SMAQMD 2011b). The party responsible for enforcing each mitigation measure is identified in the DEIR/DEIS immediately following the text of each mitigation measure. With respect to the comment regarding mitigation in the general conformity applicability, this comment is noted.

The comment also expresses interest in criteria air pollutant estimates and precursor estimates for each alternative, additional analysis for other criteria air pollutant emissions with and without mitigation, the mitigation measures that were used to calculate emissions estimates, and the consistency between the appendix and body of the EIR/EIS.

The air pollutant emissions impacts associated with the project and alternatives have been comprehensively analyzed and reported in the DEIR/DEIS. Please see DEIR/DEIS Section 3.2, “Air Quality” and Appendix L of the DEIR/DEIS, which present estimates of SO₂ and CO. Please refer to the prior paragraph regarding the mitigation measures applied when calculating emissions estimates. The commenter fails to provide details regarding any specific data that he believes to be inconsistent, therefore the City and USACE cannot respond with specificity other than to state that the values in Appendix L are consistent with those presented in the body of the EIR/EIS. See also Master Response 1.

Finally, the comment asks for a tabular comparison between each alternative’s emissions and the applicable de minimis levels and asks for clarification regarding the basis of the emissions estimates after mitigation.

Please refer to the discussion under Impact 3.2-6 (DEIR/DEIS pages 3.2-44 – 3.2-45), which provides the requested information. As noted in the DEIR/DEIS, “[t]he following de minimis levels apply to the Proposed Project and the other four action alternatives: NO_x—25 tons per year; VOC/ROG—25 tons per year; and PM₁₀—100 tons per year (40 CFR Section 93.153). A single year of construction activity was modeled (see Appendix L). As shown in Table 3.2-10, the projected annual emissions for the Proposed Project and the other four action alternatives would not exceed de-minimis levels.” See also Table 3.2-10 (page 3.2-45) of the DEIR/DEIS. The conformity determination for the SPA will be made in the ROD.

EPA-20

The comment states that one note in the DEIR/DEIS regarding conformity determinations is incorrect and expresses caution regarding the timing between the DEIR/DEIS and the ROD.

As shown in Chapter 4, “Errata” of this FEIR/FEIS, the sentence identified by the commenter: “In some instances, a state will make the conformity determination under delegation from a Federal agency” has been deleted. The comment regarding caution relative to the timing between the DEIR/DEIS and the ROD is hereby noted.

The comment makes note of changes in the general conformity rule as reflected in the deletion of a portion 40 CFR 93.153.

As shown in Chapter 4, “Errata” of this FEIR/FEIS, the DEIR/DEIS has been revised to remove those statements indicating that Federal agencies must conduct conformity determinations for regionally significant actions where emissions represent 10 percent or more of a nonattainment or maintenance area’s emissions.

Finally, the comment recommends that the Final EIR/EIS demonstrate that the project conforms to the State Implementation Plan (SIP) and would not cause or contribute to violations of the National Ambient Air Quality Standards (NAAQS), suggests that USACE should work closely with SMAQMD on its conformity determination, and recommends that the draft general conformity determination be included in the FEIS.

As noted previously, the DEIR/DEIS provides a comprehensive air quality analysis, with a focus on pollutants of concern relative to both state and Federal air quality standards. The suggestion that USACE should work closely with the SMAQMD on its conformity determination is noted. The conformity determination for the SPA will be made in the ROD. See also Master Response 1.

EPA-21 *The comment provides an update regarding EPA reconsideration of the 2008 ozone NAAQS.*

As shown in Chapter 4, “Errata” of this FEIR/FEIS, the text of DEIR/DEIS Section 3.2, “Air Quality” has been updated to reflect the information presented in this comment.

EPA-22 *The comment discusses travel demand effects of the project, encourages measures to reduce vehicle miles traveled (VMT), and expresses support for extending transit, as well as bicycle and pedestrian facilities throughout the project area. The comment also recommends measures to accommodate transit.*

Travel demand impacts are discussed in Section 3.15 of the DEIR/DEIS. Bicycle and pedestrian facilities are planned to extend throughout the SPA as discussed in detail in the Draft *SunCreek Specific Plan* (DEIR/DEIS Appendix C). To reduce operational emissions, project applicants would be required to implement measures prescribed in the SunCreek Specific Plan 15 Point Air Quality Mitigation Plan (AQMP), which was prepared in consultation with and approved by SMAQMD. The AQMP is intended to improve mobility, reduce VMT, and improve air quality. See, for example, AQMP measures 8, 15, 17, and 99B. As noted in the DEIR/DEIS, the AQMP is attached as Appendix M.

The comment also inquires as to whether the project anticipates a grid street pattern and notes that a grid street pattern encourages non-automobile mobility.

The project does not propose a traditional grid street network, where streets are oriented at right angles and regularly spaced. There were natural resource constraints on the project site and other considerations embodied in the final transportation network design. Please refer to the discussion in the AQMP (DEIR/DEIS Appendix M) under measures 5, 6, and 99a, which evaluate the transportation network.

EPA-23 *The comment states that language throughout the DEIS used to introduce mitigation (i.e., “the project applicant for any particular discretionary development application”) is confusing.*

Each mitigation measure in the DEIR/DEIS contains text identifying who is responsible for implementation, the mitigation measure timing, and who is responsible for mitigation measure enforcement. Under the heading “Implementation” of most mitigation measures, the following text is presented: “Project applicant for any particular discretionary development application.” SunCreek is a specific plan which is intended to be implemented in phases over a number of years, and is owned by five different entities. At this time, it is not possible to determine with certainty which of the five different property owners would be responsible for each and every mitigation measure in every location on the 1,200-acre project site. A “discretionary development application” is a development application submitted to the City of Rancho Cordova for which CEQA and/or NEPA coverage is required. Thus, the language in question here provides a legal description of who will be responsible for implementation of mitigation in the future once development

of the specific plan is implemented (i.e., the parcel owner who is seeking discretionary development approval).

The comment further states that it is unclear which mitigation measures are being committed to as part of the project design, which may potentially not be implemented, and which will be implemented only when certain conditions are met.

Mitigation measures, by their very nature, are not part of project design. They are additional actions necessary in order to reduce the environmental impacts of a project as designed. Therefore, the mitigation measures identified in the DEIR/DEIS are not measures committed to as part of the project design. A full and complete description of the project as designed is contained in DEIR/DEIS Chapter 2, “Alternatives.”

Furthermore, there are no mitigation measures that would only be implemented “when certain conditions are met”; the mitigation measures contained in the DEIR/DEIS each stand on their own and each specifies the timing of the implementation of the measures. The City will make findings regarding the impacts and mitigation measures contained in the DEIR/DEIS as part of any project approval and mitigation measures will be adopted as enforceable conditions of approval based on those findings. As required by CEQA, a Mitigation Monitoring and Reporting Plan (MMRP) will be adopted by the City prior to project approval that lists each mitigation measure, the entity responsible for mitigation implementation, the mitigation timing, and mitigation verification. NEPA requires that USACE identify required mitigation measures, as well as any mitigation measures that USACE cannot enforce and the likelihood that those specific measures will be enforced by another entity or agency. The DEIR/DEIS provides this information by identifying the agency that is responsible for mitigation implementation. At present, USACE and the City know of no mitigation measures identified in the DEIR/DEIS that “potentially may not be implemented.” As required by the NEPA regulations, the USACE ROD will indicate whether all practicable mitigation measures have been adopted and if not will explain why not. The ROD will also indicate whether a monitoring and enforcement program has been adopted. Therefore, no changes to the DEIR/DEIS are required.

The comment also requests that Table ES-1 should be summarized.

Table ES-1 (DEIR/DEIS pages ES-8 – ES-103) is already a summary. It lists only the impact titles, mitigation measures, and significance conclusions after mitigation. Thus, USACE and the City have determined that it is not necessary to provide a summary of an existing summary table, and therefore the requested change to the DEIR/DEIS has not been made.

EPA-24

The comment summarizes information contained in DEIR/DEIS Section 3.9, “Hydrology and Water Quality” related to known groundwater contamination and requests that additional analysis be provided to support the conclusion that groundwater use would not substantially affect the movement of contaminated groundwater plumes in the project vicinity.

RMC-WRIME was retained to prepare an analysis of the effect that SunCreek groundwater use could have on movement of contaminated groundwater plumes associated with the Kiefer Landfill, the former Mather Air Force Base, the Inactive Rancho Cordova Test Site (i.e., Boeing), and the Aerojet General Corporation Superfund site. That analysis, entitled *Hydrologic Modeling of SunCreek Specific Plan, Analysis of Impacts to Groundwater Flow Direction and Gradients* (RMC-WRIME 2013) is attached to this FEIR/FEIS as Appendix A. As discussed therein, two different groundwater

scenarios were modeled in order to capture the anticipated maximum amount of groundwater that could be used at the SPA:

- **2015 Conditions.** This scenario assumes a delayed completion of the North Service Area Pipeline and therefore an increased reliance on off-site groundwater; however, because the SunCreek groundwater wells would not be constructed at this time, no groundwater obtained from the proposed SunCreek wells is included in this scenario.
- **Maximum Groundwater Usage.** This scenario incorporates a Future Conditions Baseline that assumes maximum groundwater pumping from the existing Vineyard Well Field and Mather Well Field, along with a corresponding decrease in the amount of surface water that is currently proposed for delivery through the North Service Area Pipeline. Water supply necessary for other projects in the vicinity, along with proposed SunCreek groundwater wells at maximum capacity in the year 2031 (i.e., at full project buildout), are then added.

A map showing the locations of each of the four contaminated groundwater plumes evaluated is contained in FEIR/FEIS Appendix A on page 2-2. The groundwater aquifer in the project vicinity is simulated in the SacIWRM model as three layers, representing shallow, intermediate, and deep groundwater. Layer 1 represents the shallow groundwater aquifer and is typically utilized by private wells for irrigation and domestic use. Potential effects on groundwater flow direction and gradient, which could affect movement of the contaminated groundwater plumes, were determined by comparing Baseline 2015 Conditions (without the project) to Proposed Project 2015 Conditions, and by comparing Maximum Groundwater Usage Without Project to Maximum Groundwater With Proposed Project. The results are presented in Tables 3-2 and 3-3 below.

Table 3-2 Flow Direction and Gradient Near Regional Contaminant Plumes Proposed Project at 2015 Conditions Compared to 2015 Baseline, Layer 1				
Plume	Flow Direction		Gradient (-)	
	2015 Conditions Baseline	Proposed Project at 2015 Conditions	2015 Conditions Baseline	Proposed Project at 2015 Conditions
Aerojet	SW	SW	0.0016	0.0016
Boeing	SW	SW	0.0009	0.0009
Kiefer Landfill	*	*	*	*
Mather Field	SW	SW	0.0006	0.0006
Notes: * Layer 1 is unsaturated at Kiefer Landfill. Source: RMC-WRIME 2013, Table 5-2, page 5-4.				

Table 3-3 Flow Direction and Gradient Near Regional Contaminant Plumes Maximum Groundwater Usage, Layer 1						
Plume	Flow Direction			Gradient (-)		
	Future Conditions Baseline	Maximum Groundwater Without Project	Maximum Groundwater with Proposed Project	Future Conditions Baseline	Maximum Groundwater Without Project	Maximum Groundwater with Proposed Project
Aerojet	SW	SW	SW	0.0015	0.0022	0.0022
Boeing	SW	SW	SW	0.0017	0.0021	0.0022
Kiefer Landfill	*	*	*	*	*	*
Mather Field	SW	S	S	0.0012	0.0013	0.0013
Notes: * Layer 1 is unsaturated at Kiefer Landfill. Source: RMC-WRIME 2013, Table 5-3, page 5-6.						

As shown in Table 3-2, under 2015 Conditions, neither the direction nor the gradient of groundwater flow would change as a result of groundwater use, even under the conditions modeled where there is a delay in delivery of surface water from the North Service Area Pipeline. As shown in Table 3-3, in the year 2031, if maximum groundwater pumping from the existing Vineyard Well Field and Mather Well Field were to occur, along with a corresponding decrease in the amount of surface water that is currently proposed for delivery through the North Service Area Pipeline (i.e., the Future Conditions Baseline), the groundwater flow gradient could change by 0.0012 to 0.0017; these changes are statistically insignificant. The addition of projects in the vicinity without SunCreek (i.e., Maximum Groundwater Without Project) could result in an additional groundwater flow gradient change of 0.0001 to 0.0007; again, a change that is not statistically significant. Finally, with the addition of groundwater pumped from the SunCreek wells at maximum well capacity under full buildout (i.e., Maximum Groundwater With Project), the groundwater flow gradients would not change. Thus, the modeling results demonstrate that there would be no statistically significant change in the groundwater flow gradients, and therefore a less-than-significant impact related to movement of the existing contaminated groundwater plumes from use of SunCreek groundwater would occur as stated on page 3.9-11 of the DEIR/DEIS.

The comment also requests an assessment of vapor intrusion of contaminants from groundwater, through soil, and into inhabited spaces.

As demonstrated by the *Hydrologic Modeling of SunCreek Specific Plan, Analysis of Impacts to Groundwater Flow Direction and Gradients* (RMC-WRIME 2013), which is discussed above and attached to this FEIR/FEIS as Appendix A, the impact related to movement of contaminated groundwater plumes from use of SunCreek groundwater is less than significant. Because none of the plumes are located on or immediately adjacent to the SPA, and because use of SunCreek groundwater would not induce movement of the groundwater plumes, there is no reason to prepare an analysis of movement of contaminants through the soil and into inhabited spaces.

EPA-25

The comment contains a bulleted list of items related to sustainability that EPA indicates should be incorporated into project design in order to minimize energy demand, minimize operational impacts, and create a high-quality living environment with easy access to jobs, services, and recreation.

USACE and the City note that this is not a comment on the environmental analysis contained in the DEIR/DEIS; rather, this is a planning-related request that certain features be incorporated into the project design. The purpose of the SunCreek EIR/EIS is to analyze the proposed project and other alternatives as they have been designed and are described in DEIR/DEIS Chapter 2, “Alternatives.” The proposed project incorporates sustainable design features designed to minimize energy demand and create a high-quality living environment with easy access to jobs, services, and recreation as described and illustrated in detail in the *Draft SunCreek Specific Plan* (DEIR/DEIS Appendix C) and the 15-point AQMP approved by SMAQMD (DEIR/DEIS Appendix M). The project’s operational impacts would be minimized through implementation of the 15-point AQMP (DEIR/DEIS Appendix M) and through implementation of more than 75 mitigation measures contained and described in detail throughout Sections 3.1 – 3.17 of the DEIR/DEIS (see, for example, Mitigation Measure 3.9-3 designed to maintain long-term water quality and Mitigation Measure 3.4-1b designed to reduce long-term operational generation of greenhouse gases).

B: State Comment Letters and Responses

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

CALTRANS

DEPARTMENT OF TRANSPORTATION

2379 GATEWAY OAKS DR., STE. 150
 SACRAMENTO, CA 95833
 PHONE (916) 274-0635
 FAX (916) 274-0602
 TTY 711



*Flex your power!
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November 19, 2012

0312-SAC-0079
 SAC-50/ 11.45
 SCH# 2006072067

Mr. Bret Sampson
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

Sun Creek Specific Plan – Draft Environmental Impact Report (DEIR) / Draft Environmental Impact Statement (DEIS)

Dear Mr. Sampson:

Thank you for including the California Department of Transportation (Caltrans) in the CEQA review process for the project referenced above. The project proposes to construct a mixed use development on 1,265 acres in the Sunrise Douglas Community Plan area within the city of Rancho Cordova. The project will include a 60 acre Local Town Center with mixed commercial areas, and an elementary and combined high school/middle school. The Proposed Project Alternative also develops 4,698 new homes on 579 acres which will generate approximately 12,589 new residents, 2854 new jobs, and approximately 4700 p.m. trips from the proposed dwellings. The project is located approximately six miles south of the US 50/Sunrise Boulevard (Blvd.) interchange and one mile north of State Route (SR) 16. The following comments are based on the DEIR/DEIS.

US 50 Impacts

In regard to the proposed widening improvements needed on Hazel Avenue (Ave.) and Sunrise Blvd., and the proposed grade separation at Gold Country and Hazel, as per the DEIR, the General Plan calls for a maximum six lane thoroughfare on city and county roads, not eight. Therefore, project proponents will provide fair share funds to contribute to the construction of the Rancho Cordova Parkway (RCP)/US 50 interchange.

However, the full benefit of the new RCP Interchange cannot be attained without the reconstruction of the grade separated Hazel Interchange, as well as the added transition lane on US 50 from the Hazel interchange to the Folsom Blvd./US 50 interchange. The DEIR does not consider the ongoing Hazel Blvd./US 50 Interchange Improvements Project and appropriate fair share contribution as mitigation to impacts on US 50, Hazel Ave., and Sunrise Blvd. Also, the DEIR needs to be more specific as to which entity is funding improvements on Sunrise Blvd. and Hazel Blvd.

"Caltrans improves mobility across California"

Mr. Bret Sampson/City of Rancho Cordova
November 19, 2012
Page 2

Mitigation

On page 3.15-54, a number of bullet points listed under mitigation measure 3.15-1y, have already been completed. The remaining bullets, as per the DEIR, must be coordinated with the appropriate entities, i.e., Caltrans, the City of Rancho Cordova, and Sacramento County.

- Ramp metering has been installed on the EB ramps at the Mather/US 50 interchange.
- An auxiliary lane already exists on US 50 from Mather to Zinfandel.
- Auxiliary lanes on US 50 from Hazel Blvd. to Sunrise Blvd. will be included with the future construction of the RCP/US 50 Interchange.
- Traffic signal timing is usually coordinated with adjacent signalized intersections.
- Extension of International Drive is not planned to continue to Rio del Oro.
- HOV lanes have already been extended to Watt Ave. The next phase will possibly continue the HOV lanes to 26th Street/US 50.
- HOV bypass lanes can't always be constructed due to physical constraints, i.e. the sound-wall at the Mather Field/US 50 interchange.

As indicated in Mitigation Measure 3.15-1y, project proponents should contribute fair share funding to existing interchange improvement projects, HOV lane projects, ramp improvements, planned ramp meter installations, and construction of parallel facilities (i.e. Easton Valley Parkway and White Rock Road widening) to reduce US 50 impacts to a less than significant level.

Significant and Unavoidable Impacts

There are several instances throughout the document where mitigation is proposed on Caltrans facilities that would reduce impacts to a less than significant level. However, the DEIR states that since identified improvements fall outside of the jurisdiction of the City or the project proponents, that impacts would be potentially significant and unavoidable. We disagree with this interpretation. The City of Rancho Cordova, as lead agency, is mandated under the California Environmental Quality Act (CEQA) to "not approve a project as proposed if there are feasible alternatives or mitigation measures available that would substantially lessen any significant effects that the project would have on the environment" (CEQA Guidelines 15021). The fact that US 50, SR 16, and other roads in Sacramento County are not under the jurisdiction of Rancho Cordova is not an allowable finding under CEQA to not mitigate a significant impact. Feasible traffic mitigation and design improvements are suggested throughout the document.

Encroachment Permit

Please be advised that any work or traffic control, including sign placement, that encroaches onto the State ROW requires an encroachment permit that is issued by Caltrans. To apply, a completed encroachment permit application, environmental documentation, and five sets of plans clearly indicating State ROW must be submitted to the address below.

"Caltrans improves mobility across California"

Mr. Bret Sampson/City of Rancho Cordova
November 19, 2012
Page 3

Bruce Capaul, District Office Chief, Office of Permits
California Department of Transportation
District 3, 703 B Street
Marysville, CA 95901

Traffic-related mitigation measures should be incorporated into the construction plans prior to the encroachment permit process. See the website linked below for more information.
<http://www.dot.ca.gov/hq/traffops/developserv/permits/>

↑
cont.
6

Hydraulics

The existing FEMA flood map referred to in the DEIR is dated September 30, 1988. The most current FEMA map should be used. It is Panel 06067C0240H is dated August 16, 2012.

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Please submit copies of the Master Drainage Study (Appendix D) with back-up calculations, the final floodplain map after it is developed, and the water surface modeling (HEC-RAS, steady, unsteady), preferably on a CD to:

Gurdeep Bhattal, TE, Hydraulics Branch
California Department of Transportation District 3
703 B Street
Marysville, CA 95901

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Relinquishment of SR 16

Caltrans has entered into discussions with the City of Rancho Cordova, the County of Sacramento, and the City of Sacramento to relinquish SR 16 between US 50 and Grant Line Road. Should the relinquishment occur and the City of Rancho Cordova take ownership of this facility, then Caltrans will have no approval role on any or all modifications to Jackson Highway within the segment relinquished to the City. However, should relinquishment not occur, or occur after construction of this project begins, Caltrans cannot approve any design changes that would not comply with the design standards set forth by the Highway Design Manual, and cannot approve facility modifications that are incompatible with the SR 16 Transportation Corridor Concept Report.

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For any questions regarding this letter, please contact Arthur Murray of my staff at (916) 274-0616 or by email at: arthur_murray@dot.ca.gov

Sincerely,



ERIC FREDERICKS, Chief
Office of Transportation Planning – South

c: Scott Morgan, State Clearinghouse

"Caltrans improves mobility across California"

Letter
CALTRANS
Response

California Department of Transportation
Eric Fredericks, Chief
November 19, 2012

Caltrans-1	<i>The comment provides a summary of the SunCreek project.</i> The comment provides a brief summary of the SunCreek project; no response is required.
Caltrans-2	<i>The commenter requests clarification of identified mitigation that includes participating in improvements to the U.S. 50/Rancho Cordova Parkway interchange, states that the full benefit of the planned U.S. 50/Rancho Cordova Parkway interchange cannot be attained without the reconstruction of the U.S. 50/Hazel Avenue interchange, and states that the DEIR/DEIS does not consider the ongoing U.S. 50/Hazel Avenue interchange improvement project.</i> The City and USACE agree that modification to the U.S. 50/Hazel Avenue interchange will affect operation of the U.S. 50 corridor, Sunrise Boulevard, Hazel Avenue, and the planned U.S. 50/Rancho Cordova Parkway interchange. The DEIR/DEIS includes mitigation for impacts to the U.S. 50/Hazel Avenue interchange (see Impacts 3.15-5s through 3.15-5v). While they are discussed individually, identified improvements, like widening the Hazel Avenue overcrossing of U.S. 50 and grade-separation of the Hazel Avenue/Folsom Boulevard intersection, would require reconstruction of the U.S. 50/Hazel Avenue interchange. The separate impact discussions in the DEIR/DEIS recognize the U.S. 50/Hazel Avenue interchange improvement study being conducted by Sacramento County. The County has developed three improvement alternatives for the interchange improvements that include several of these elements. As necessary, it is intended that the SunCreek project would participate in fair share funding towards the U.S. 50/Hazel Avenue interchange improvement project and that the funding would be used to implement the preferred interchange alternative.
Caltrans-3	<i>The comment provides clarification that several of the bullet points listed under Mitigation Measure 3.15-1y, for impacts to U.S. 50, have been completed and that the remaining list of improvements should be coordinated with the appropriate entities like Sacramento County and Caltrans.</i> The clarification is appreciated and the comment is noted.
Caltrans-4	<i>The comment indicates that as stated in Mitigation Measure 3.15-1y, the project proponents should contribute fair share funding to various roadway improvements.</i> As noted by the commenter, Mitigation Measure 3.15-1y requires the project proponents to contribute fair share funding to these roadway improvements.
Caltrans-5	<i>The commenter disagrees with the DEIR/DEIS conclusions that impacts which are outside the jurisdiction of the City of Rancho Cordova would remain significant and unavoidable even though implementation of identified mitigation would substantially lessen or eliminate identified impacts.</i> The impact conclusions referenced by the commenter reflect the reality that successful implementation of some of the proposed improvements would require the cooperation of third party agencies (e.g., Sacramento County and Caltrans) over which the City of Rancho Cordova, as CEQA lead agency, has no control. For this reason, the City is

conservatively acknowledging the possibility that, despite its own commitment to work with these other agencies, mutually acceptable accommodation may not be reached. However, consistent with CEQA Guidelines Section 15091(a)(2), the City concludes that these other agencies can and should cooperate with the City in implementing the identified mitigation. See also Master Response 1.

- Caltrans-6 *The comment advises that work or traffic control within the State right-of-way requires an encroachment permit that is issued by Caltrans.*
- The comment is noted.
- Caltrans-7 *The comment notes that the FEMA floodplain map used in the DEIR/DEIS was updated in 2012, and therefore suggests that Exhibit 3.9-2 should be updated.*
- The City and USACE acknowledge that the referenced FEMA floodplain map has been updated. However, the updated 2012 FEMA floodplain map does not affect the significance conclusions or the mitigation measures contained in the DEIR/DEIS in any way. The most current version of the FEMA floodplain map will be used at the time that final drainage and development plans are submitted for approval.
- Caltrans-8 *The comment requests that copies of the final Master Drainage Study, the final floodplain map, and the final water surface modeling be submitted to Caltrans in the future, after they are developed.*
- The documents requested by the commenter will be submitted to Caltrans.
- Caltrans-9 *The comment advises that Caltrans has entered into discussions with the City of Rancho Cordova, the County of Sacramento, and the City of Sacramento, to relinquish SR 16 between U.S. 50 and Grant Line Road and that depending on the timing of relinquishment, relative to project implementation, Caltrans may or may not have a role in approving construction projects on this segment of SR 16. The comment further advises that should relinquishment not occur, Caltrans would require that improvements to SR 16 be consistent with the Highway Design Manual and the SR 16 Transportation Corridor Report.*
- The information is appreciated and the comment is noted.



CVRWQCB



Central Valley Regional Water Quality Control Board

6 November 2012

Bret Sampson
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

CERTIFIED MAIL
7011 2970 0003 8939 6229

COMMENTS TO REQUEST FOR REVIEW FOR THE DRAFT ENVIRONMENTAL IMPACT REPORT, SUNCREEK SPECIFIC PLAN PROJECT, SCH NO. 2006072067, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 5 October 2012 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Draft Environmental Impact Report* for the SunCreek Specific Plan Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

KARL E. LONGLEY SCD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER
11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley



Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

SunCreek Specific Plan Project
Sacramento County

- 3 -

6 November 2012

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

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For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

If you have questions regarding these comments, please contact me at (916) 464-4684 or tcleak@waterboards.ca.gov.



Trevor Cleak
Environmental Scientist

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento

**Letter
CVRWQCB
Response**

**Central Valley Regional Water Quality Control Board
Trevor Cleak, Environmental Scientist
November 6, 2012**

CVRWQCB-1	<i>The comment indicates that dischargers whose projects would disturb 1 acre or more are required to obtain coverage under the General Permit for Stormwater Discharges with Construction Activities (Construction General Permit), and are required to develop and implement a Storm Water Pollution Prevention Plan (SWPPP).</i> The requirements related to compliance with the Construction General Permit and preparation of a SWPPP are discussed in detail on pages 3.9-12 – 3.9-13 and 3.9-18 – 3.9-20 of the DEIR/DEIS. In addition, Mitigation Measure 3.9-1 (pages 3.9-25 – 3.9-26) requires the project applicants to obtain coverage under the Construction General Permit and to develop and implement a SWPPP.
CVRWQCB-2	<i>The comment indicates that MS4 permits require reduction of pollutants and runoff flows using best management practices (BMPs) and low impact development (LID) that includes hydromodification.</i> The requirements related to compliance with MS4 permits, use of BMPs, and LID are discussed in detail on pages 3.9-18 – 3.9-20 of the DEIR/DEIS. In addition, Mitigation Measure 3.9-2 (pages 3.9-28 – 3.9-30) requires the project applicants to incorporate BMPs, LID techniques, and hydromodification into the final drainage plans and specifications.
CVRWQCB-3	<i>The comment indicates that storm water discharges from industrial sites must comply with the requirements contained in Industrial Storm Water General Permit Order 97-03-DWQ.</i> Other than a water treatment plant that would be constructed in the future, the proposed land uses at the SPA currently do not include any industrial land uses. The City and the project applicants understand that industrial land uses must comply with the requirements contained in Industrial Storm Water General Permit Order 97-03-DWQ.
CVRWQCB-4	<i>The comment indicates that a Section 404 permit for fill of wetlands may be needed from USACE, and that CVRWQCB will review any such permit application to ensure that discharge does not violate water quality standards.</i> This project is a joint EIR/EIS and the project applicant is pursuing a Section 404 permit for fill of wetlands with USACE. The Section 404 permit is discussed on pages 3.3-18 and 3.3-35 – 3.3-37 of the DEIR/DEIS. Mitigation Measure 3.3-1b (pages 3.3-37 – 3.3-41) requires the project applicants to obtain a Section 404 permit and prepare a wetland mitigation and monitoring plan.
CVRWQCB-5	<i>The comment indicates that a Section 401 water quality certification may be required.</i> The Section 401 permit is discussed on page 3.3-18 of the DEIR/DEIS. Mitigation Measure 3.3-1b (pages 3.3-37 – 3.3-41) requires the project applicants to obtain a Section 401 permit.

CBRWQCB-6

The comment states that if USACE determines that only non-jurisdictional waters of the State are present in the project area, a Waste Discharge Permit will be required from the CVRWQCB.

The USACE has determined that jurisdictional waters of the U.S. are present at the SPA. Waters of the State are also present. See pages 2-15 – 2-16 and Section 3.3, “Biological Resources” of the DEIR/DEIS. The comment is noted.

C: Regional and Local Comment Letters and Responses

**Members of the Board:**

Jeanette J. Amavisca
 Priscilla S. Cox
 William H. Lugg, Jr.
 Chet Madison, Sr.
 Jacob L. Rambo
 Al Rowlett
 Bobbie Singh-Allen

Robert L. Trigg Education Center
 9510 Elk Grove-Florin Road, Elk Grove, CA 95624

EGUSD

Robert Pierce
 Associate Superintendent
 Facilities and Planning

(916) 686-7711
 FAX: (916) 686-7754

November 15, 2012

Mr. Bret Sampson
 City of Rancho Cordova, Planning Department
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

SUBJECT: Comments on the Draft Environmental Impact Report for the SunCreek Specific Plan (State Clearinghouse #2006072067)

Dear Mr. Sampson:

The Elk Grove Unified School District (EGUSD) appreciates the opportunity to review and comment on the Draft Environmental Impact Report (DEIR) for the SunCreek Specific Plan

The SunCreek Specific Plan would entail development of mixed uses on approximately 1,200 acres south of Douglas Road and west of Grant Line Road, within the city of Rancho Cordova. The entire project is within the boundaries of the EGUSD. The project includes the following entitlements: certification of the EIR/EIS and MMRP, amendment of the city's General Plan, a zoning amendment, adoption of the SunCreek Specific Plan and a Development Agreement.

EGUSD requests that the following comments be considered and included in the Final Environmental Impact Report (EIR).

Correction to Page 2-15:

Please change the second sentence to: Of this total, 1,661 pupils would be in grades K-6, 490 would be in grades 7-8, and 911 would be in grades 9-12.

Comments on Page 2-17 (Exhibit 2-5):

Two 2-million gallon water storage tanks and associated pumps and equipment are indicated in Exhibit 2-5 to be located on the high school/middle school site. The following should be noted:

1. In the event of tank rupture, measures to prevent school site inundation should be provided, such as a levy or detention basin, sized to contain the full capacity of the tanks.

Elk Grove Unified School District—Excellence by Design

2. Boundaries of the high school/middle school site should be adjusted to compensate for the tank yard area.

cont.
3

Corrections to Page 3.14-3:

In the 'PUBLIC SCHOOLS' section:

In paragraph one, please correct the third sentence to: Located in southern and eastern Sacramento County, EGUSD covers 320 square miles and has been in existence for over 53 years.

Please correct the sentence in the middle of paragraph one to: In addition to the schools listed above, EGUSD has approximately *nine* future elementary schools and 2 *future* combined middle school/high school sites planned in the Sunrise-Douglas area....

In paragraph two, please correct the first sentence to read: *As shown on the EGUSD 2010-11 school attendance boundaries map, the project is currently within the boundaries for Sunrise Elementary School, Katherine Albani Middle School and Pleasant Grove High School.*

In Table 3.14-1, please correct the grade ranges to: Sunrise Elementary School = K-6 and Katherine Albani Middle School = 7-8.

In paragraph three, please change sentence one to read: Sunrise Elementary is located at 11821 Cobble Brook Drive, approximately 2.6 miles north of the SPA, and serves elementary school students in grades K-6.

Please change sentence one in paragraph four to read: Katherine Albani Middle School is located at 9140 Bradshaw Road, approximately 9.6 miles southwest of the SPA, and serves students in grades 7-8.

Corrections to Page 3.14-4:

Please change paragraph two as follows:

School construction within the EGUSD is funded by 50% state and 50% local sources. The district can receive local funding through developer impact fees and tax revenue from its Mello-Roos district. Developer impact fees are the major source of local facilities construction funding for the district. Based on its facility needs assessment, EGUSD demonstrated the need to levy Level II developer fees (described below in Section 3.14.2, "Regulatory Framework") that are higher than the statutory fee. As of August 2010, Level II fees for residential development are \$4.20 per square foot and \$0.47 per square foot for commercial/industrial construction (Grambusch, pers. Comm., 2010). Developer fees may be used to finance new schools and additions to existing facilities to maintain adequate housing for all the district's students. (Please strike the last sentence – ~~Mello-Roos districts are defined tax areas usually associated with new residential subdivisions, which are often used for additional school taxes.~~)

Elk Grove Unified School District—Excellence by Design

Corrections to Page 3.14-13:

Please correct the elementary school grade range in paragraphs four and five to K-6.

Corrections to Page 3.14-14:

Please correct paragraph two to read:

~~Because the project applicant would pay state mandated school impact fees and would construct on site elementary schools sufficient to serve the SPA,~~ In 1998, Senate Bill 50 instituted a school facility funding program that mitigates the direct impact of new construction on school districts using a combination of developer school impact fees and state funding. Therefore, implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives would have a less-than-significant, direct impact on elementary school services. The indirect impacts of constructing these facilities are addressed throughout the DEIR/DEIS in connection with discussion of the impacts of overall site development.

IMPACT 3.14-6 – Please correct middle school grade range in this entire section to grades 7-8

Corrections to Page 3.14-15:

Please change paragraph four to read:

~~Because the project applicant would pay state mandated school impact fees and would construct a middle school/high school sufficient to meet project needs,~~ In 1998, Senate Bill 50 instituted a school facility funding program that mitigates the direct impact of new construction on school districts using a combination of developer school impact fees and state funding. Therefore, implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives would have a less-than-significant, direct impact on school services. The indirect impacts of constructing these facilities are addressed throughout the DEIR/DEIS in connection with discussion of the impacts of overall site development.

Corrections to Page 4.8:

In the last sentence of paragraph one, please change the number of planned elementary schools in the Sunrise Douglas area to ten.

EGUSD appreciates the County's consideration of the comments and requests in this letter. EGUSD shall coordinate with the City and the SunCreek Specific Plan Property Owners Group to ensure the future residents of the area are provided with quality school facilities to meet their educational needs.

Sincerely,



Kim Williams
Planning Manager

Elk Grove Unified School District—Excellence by Design

Letter
EGUSD
Response

Elk Grove Unified School District
Kim Williams
November 15, 2012

-
- EGUSD-1 *The comment provides a brief summary of the project size, location, and requested entitlements.*
- The comment restates information contained in DEIR/DEIS Chapter 2, “Alternatives.”
The comment is noted.
- EGUSD-2 *The comment requests text changes in DEIR/DEIS Chapter 2, “Alternatives” (page 2-15) related to the number of students generated by the project within each grade level.*
- The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.
- EGUSD-3 *The comment requests that containment of potential inundation in the event of water tank rupture on the proposed middle school/high school site should be provided in the form of a levee or detention basin, and that the size of the school site should be increased to compensate for the tank yard.*
- The specific location of the future water tank(s) is not known at this time, and the location(s) shown in the DEIR/DEIS exhibit are schematic in nature and are provided for illustrative purposes only. Regardless of the final location of the water tank(s), measures are customarily included in the design of tanks to adequately control of the discharge from a ruptured tank to prevent inundation of adjoining properties (e.g., an on-site drainage system, spill containment measures, and overland release provisions).
- EGUSD-4 *The comment requests a correction to the environmental setting of DEIR/DEIS Section 3.14, “Public Services” (page 3.14-3) regarding the total number of years in which the Elk Grove Unified School District (EGUSD) has been operating.*
- The text change requested by the commenter has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS.
- EGUSD-5 *The comment requests corrections to the environmental setting of DEIR/DEIS Section 3.14, “Public Services” (page 3.14-3) regarding the number of future schools proposed by EGUSD in the Sunrise-Douglas area.*
- The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.
- EGUSD-6 *The comment requests a text change to the environmental setting of DEIR/DEIS Section 3.14, “Public Services” (page 3.14-3) that would remove the language specifying which interim schools the students generated by the project would attend prior to construction of the on-site SunCreek schools.*
- The City and the USACE appreciate the fact that depending on the timing of project construction, students generated by the project in the early phases may, in fact, attend different schools than the ones listed on DEIR/DEIS page 3.14-3. However, for CEQA and NEPA purposes, the DEIR/DEIS needs to identify the best available information that is known at the present time as to how school services would be provided in the early

phases of development prior to construction of the on-site schools. A text correction has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS indicating that students may attend the listed schools. The text contained in the DEIR/DEIS and the FEIR/FEIS does not limit the ability of EGUSD to determine which school(s) the early phase SunCreek students would attend; the City and the USACE understand that such determination would be made in the future based on classroom availability.

EGUSD-7 *The comment requests text corrections to the environmental setting of DEIR/DEIS Section 3.14, “Public Services” (page 3.14-3) regarding the grade ranges shown in Table 3.14-1.*

The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-8 *The comment requests a text correction to the environmental setting of DEIR/DEIS Section 3.14, “Public Services”(page 3.14-3) regarding the grade ranges at Sunrise Elementary School.*

The text change requested by the commenter has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-9 *The comment requests a text correction to the environmental setting of DEIR/DEIS Section 3.14, “Public Services”(page 3.14-3) regarding the grade ranges at Katherine Albiani Middle School.*

The text change requested by the commenter has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-10 *The comment requests that the last sentence of the second paragraph on DEIR/DEIS page 3.14-4, which states, “Mello-Roos districts are defined tax areas usually associated with new residential subdivisions, which are often used for additional school taxes” be deleted.*

The City and the USACE believe that this broad-level statement is correct, and the commenter has provided no reason for the requested deletion; therefore, no change to the text of the DEIR/DEIS has been made.

EGUSD-11 *The comment requests text clarifications under DEIR/DEIS Impact 3.14-5 (page 3.14-13) to change the grade range of elementary school students.*

The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-12 *The comment requests that the concluding paragraphs under Impacts 3.14-5 and 3.14-6 on DEIR/DEIS pages 3.14-14 and 3.14-15 be changed to discuss Senate Bill 50, and requests that the middle school grade ranges in Impact 3.14-6 be changed.*

The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-13 *The comment requests a text clarification under the public services portion of the growth-inducing impacts analysis (DEIR/DEIS page 4-8) to change the total number of EGUSD planned elementary schools in the Sunrise Douglas area.*

The text change requested by the commenter has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS.

EGUSD-14

The comment states that EGUSD will cooperate with the City and the SunCreek Specific Plan property owners to ensure that future residents of the SPA are provided with quality school facilities to meet educational needs.

The City appreciates and looks forward to continued coordination with EGUSD in the future related to the SunCreek Specific Plan project.

ALUC

From: Greg Chew [GChew@sacog.org]
Sent: Tuesday, November 13, 2012 12:54 PM
To: Bret Sampson
Cc: Kelly Kennedy
Subject: Re: Notice of Availability of Draft EIR/EIS on the SunCreek Specific Plan

Mr. Sampson - on behalf of the Airport Land Use Commission for Sacramento County, I have reviewed the project described below for consistency with the Mather Field Comprehensive Land Use Plan (CLUP). The applicant seeks to develop mixed uses including residential on 1200 acres south of Douglas Road, west of Grant Line Road, and east of Sunrise Boulevard in the city of Rancho Cordova. This site is located outside of the safety and noise zones for the CLUP and therefore is a compatible use. If you have any further questions, please feel free to contact me.

Greg Chew
 SACOG/Airport Land Use Commission
 (916) 340-6227

>>> Kelly Kennedy <kkennedy@cityofranhocordova.org> 10/5/2012 5:14 PM >>>

NOTICE OF AVAILABILITY OF DRAFT ENVIRONMENTAL IMPACT REPORT AND PUBLIC HEARING ON THE SUNCREEK SPECIFIC PLAN PROJECT

The City of Rancho Cordova has prepared a draft environmental impact report (DEIR) for the SunCreek Specific Plan Project in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

Description of the Project: The SunCreek Specific Plan Project would entail development of mixed uses on approximately 1,200 acres south of Douglas Road and west of Grant Line Road. Development of the specific plan area would include approximately 555 acres of single family and multi-family residential, 66 acres of commercial uses, 100 acres of parks, 250 acres of wetland preserve and wetland preserve buffer, three elementary schools, a combined middle school/high school, and a municipal services facility (e.g., fire station, police station, library, etc.). The project also includes infrastructure necessary to serve the proposed development including 60 acres of detention basins and stormwater canals; sewer lines and lift stations; 102 acres of roads; and electrical and natural gas lines. Adoption of the project contemplates approval of the following City entitlements: certification of the EIR/EIS and Mitigation Monitoring and Reporting Program (MMRP); amendment of the City of Rancho Cordova General Plan; zoning amendment; adoption of the SunCreek Specific Plan; and a Development Agreement. Future City entitlement approvals may include, but are not limited to, the following: use permits; approval of large-lot zoning and tentative subdivision maps.

Project Location: The specific plan area lies south of Douglas Road, west of Grant Line Road, and east of Sunrise Boulevard.

Significant Environmental Impacts of the Project: The DEIR evaluates six land use development alternatives at an equal level of detail. Analysis of environmental impacts associated with the project identified potentially significant or significant impacts in the following issue areas: aesthetics, air quality, biological resources, climate change, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, traffic, utilities, and water supply. Significant and unavoidable environmental impacts would occur in aesthetics, air quality, biological resources, climate change, traffic, and utilities.

Public Review Period: The DEIR is available for review during a 45-day comment period that begins on October 5, 2012 and ends on November 19, 2012. A public hearing on the DEIR will be held on October 23, 2012 from 5-7 pm at the Rancho Cordova City Hall located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Copies of

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the DEIR can be reviewed at the following locations:

City of Rancho Cordova Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Rancho Cordova Public Library
9845 Folsom Boulevard
Rancho Cordova, CA 95827

The Draft EIR/EIS is also available on the City's website at: <http://www.cityofranhocordova.org/Index.aspx?page=184>

Written comments on the DEIR must be postmarked no later than November 19, 2012 and should be sent to the following address:

Bret Sampson
City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
bsampson@cityofranhocordova.org



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Letter
ALUC
Response

Sacramento County Airport Land Use Commission
Greg Chew
November 13, 2012

ALUC-1

The comment indicates that the project is located outside of the safety and noise zones for the Mather Field Comprehensive Land Use Plan (CLUP), and therefore the project is a compatible use.

The City and USACE concur with the ALUC's review of the Mather Field CLUP and agree that the project is located outside the safety and noise zones identified in the CLUP. Therefore, the project constitutes a compatible land use.

Sacramento County Airport System
Robert B. Leonard, Interim
Director of Airports



SCAS-1

County of Sacramento

March 15, 2013

Bret Sampson
Planning Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Revised Comments on Draft EIR/EIS – SunCreek Specific Plan Project
State Clearinghouse No. 2006072067

Dear Bret:

The purpose of this letter is formally revise the comments submitted to the City of Rancho Cordova on January 10, 2013 by the Sacramento County Department of Airports (Airports) regarding the Draft Environmental Impact Report/Environmental Impact Statement for the proposed SunCreek Specific Plan Project. In particular, the comments on aircraft overflights and noise on pages 3 – 7 of that letter are hereby retracted. Our brief comments on hazardous wildlife attractants (page 7) remain unchanged. The revised comments of Airports on aircraft overflights and noise are as follows.

Noise related to aircraft overflights above and/or near the SunCreek project area will be mitigated to the satisfaction of the County of Sacramento if the following three actions are implemented:

- Execution and recordation with the Sacramento County Recorder of Avigation Easements prepared by the Sacramento County Office of County Counsel on each individual residential parcel contemplated in the development in favor of the County of Sacramento. All avigation easements recorded shall, once recorded, be copied to the Director of Airports and shall acknowledge the property location within the Airport Policy Planning Area (APPA) for Mather Airport.
- Notification in the Public Report prepared by the California Department of Real Estate disclosing to prospective buyers that the parcel is located within the APPA for Mather Airport and that aircraft operations can be expected to overfly that area at varying altitudes less than 3,000 feet Above Ground Level (AGL).
- Installation of minimum noise insulation to protect persons from excessive noise within new residential dwellings, including detached single family dwellings, which will limit noise to 45 dB CNEL, with windows closed, in any habitable room.

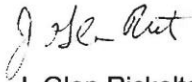
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www.saccounty.net • www.sacairports.org

Paul Junkers
March 15, 2013
Page 2 of 2

Adoption of these three measures will suffice to alleviate our concerns regarding aircraft overflights and aviation-related noise. We appreciate the opportunity to amend our previous comments. Please contact me if you have any questions.

↑ Cont.
3

Sincerely,



J. Glen Rickelton
Manager - Planning and Environment
916-874-0482

C: Robert B. Leonard, Interim Director of Airports
Carl Mosher, Deputy Director – Planning and Design, County Airport System
Greg Rowe, Senior Environmental Analyst – Planning and Environment
Bree Taylor, Noise & Sustainability Programs Coordinator
Lauren Hocker, Assoc. Environmental Analyst – County Environmental Review
Philip Benedetto, Manager – Mather Airport
Paul Junker, Planning Director – City of Rancho Cordova

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**Letter
SCAS-1
Response**

**Sacramento County Airport System
J. Glen Rickelton
March 15, 2013**

- SCAS-1-1 *The comment indicates that the purpose of the letter is to revise the prior comments that were submitted by Sacramento County Airport System (SCAS) on January 10, 2013, by retracting the comments on pages 3-7 of that letter as related to aircraft overflights and noise.*
- The SCAS comment letter submitted on January 10, 2013 is presented in this FEIS/FEIR as SCAS-2. The comments on pages 3-7 of SCAS-2 related to aircraft overflights and noise have been redacted.
- SCAS-1-2 *The comment notes that SCAS' comments regarding hazardous wildlife attractants on page 7 of the January 10, 2013 letter are still valid and have not changed.*
- See responses to comments SCAS-2-3 and SCAS-2-6.
- SCAS-1-3 *The comment indicates SCAS will consider that its concerns related to noise from aircraft overflights above and/or near the SunCreek SPA have been sufficiently addressed if all of the following measures are implemented: (1) an aviation easement is recorded for each parcel within the SPA; (2) a disclosure is submitted to each prospective buyer indicating that the parcel is within the Mather Airport Policy Planning Area and that planes may fly over the parcel at varying altitudes less than 3,000 feet; and (3) noise insulation is installed in residential dwellings that would reduce the sound level to 45 dB CNEL with windows closed in any habitable room.*
- The City and the project applicants agree that an aviation easement shall be recorded for each parcel within the SPA and that a disclosure regarding aircraft overflights shall be provided to each prospective buyer. If the EIR is certified and the project is adopted, items (1) and (2) as described above and listed in the SCAS comment letter will be adopted by the City as conditions of approval.
- As shown in Chapter 4, "Errata" of this FEIS/FEIS, the text of DEIR/DEIS Mitigation Measure 3.11-5 has been modified to include an additional bullet point requiring that noise insulation be installed in all residential dwellings that would reduce the potential sound level from single-event aircraft overflights to 45 dB CNEL with windows closed in any habitable room, which is consistent with the City's currently adopted noise standard.

Sacramento County Airport System
Robert B. Leonard, Interim
Director of Airports



SCAS-2

County of Sacramento

January 10, 2013

Bret Sampson
Planning Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Comments on Draft EIR/EIS – SunCreek Specific Plan Project
State Clearinghouse No. 2006072067

Dear Bret:

This letter is a follow up to the meeting you convened with representatives of the Sacramento County Airport System (County Airport System) and other County departments on November 27, 2013. We appreciate the opportunity to review and comment on the Draft Environmental Impact Report/Environmental Impact Statement (DEIR/DEIS) released in October 2012 by the City of Rancho Cordova for the SunCreek Specific Plan Project (SunCreek), and the extension of the comment period. As you know, the Planning and Environment (P&E) section of the County Airport Section was unaware of the draft DEIR/DEIS until notified by County Associate Environmental Analyst Lauren Hocker earlier in November. Our comments are below.

The County Airport System's comments generally focus on the nature of civil and military aviation operations at Mather Airport (MHR), conceivable aircraft overflight and associated noise impacts on SunCreek residents, and the potential for aquatic habitat and stormwater detention facilities to attract wildlife hazardous to aircraft operations. Our primary concern is the adequacy of the ambient noise analysis conducted for the DEIR/DEIS because it appears to be primarily based on aircraft operations during daytime hours, whereas the majority of cargo aviation activity at MHR occurs during evening and night hours when residents are more likely to be at home and therefore subject to the noise associated with relatively low-level overflights.

General background information regarding Federal Aviation Administration (FAA) policies regarding land use decisions near airports are described in the attached memo titled *FAA Regulations and Policies Relative to Local Land Use Decisions Near Public Use Airports With Respect to Proposed Projects Near Mather Airport* (hereinafter *FAA Land Use Policies Memo*). As a condition of providing federal grant-in-aid to facilitate

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Bret Sampson
January 10, 2013
Page 2 of 7

airport capital improvement projects, the FAA requires operators of public-use airports, such as MHR, to actively monitor and comment on proposed projects within the separation distances described on pages 12-13 of the *Land Use Policies Memo*, under the heading of "General Separation Criteria for Hazardous Wildlife Attractants on or Near Part 139 Airports." The MHR separation distances relevant to the proposed SunCreek Specific Project are shown in the enclosed aerial photography exhibit titled "Drawing 1 - Proposed SunCreek & NewBridge Developments." The five-mile perimeter is applicable to airports, such as MHR, that support turbine-powered (jet) aircraft.

Cont.
1

General Comments

- **Mather Airport Separation Criteria.** As shown on Drawing 1, most of the proposed SunCreek project area is within the five-mile perimeter defining the approach, departure and circling airspace for MHR; i.e., within the airport separation distances defined by the FAA, and therefore requiring review and comment by the County Airport System.
- **Cumulative Impacts.** As you know, a number of large mixed use developments have been proposed near MHR in recent years, including Specific Plans for the NewBridge and Jackson Highway (formerly Excelsior Estates) projects. Each of these developments will be exposed to MHR overflights. Therefore, the County Airport System suggests that a more robust analysis is warranted with respect to potential noise impacts and hazardous wildlife attractants (although it appears that the current iteration of the proposed NewBridge and Jackson Township projects will not result in a significant increase in wetland habitat).
- **Inconsistent Distance References.** Below is a list of pages that reference the approximate distance from MHR to the proposed SunCreek Specific Plan Project. We suggest that these pages be reviewed for consistency, and that a consistently appropriate distance be determined. The DEIR/DEIS currently mentioned 3.5 miles most often, but this may not be the appropriate distance based on the information that follows.
 - Page 3.10-1: The second to last sentence under Adjacent Land Uses heading refers to 3 miles.
 - Page 4-9: The last sentence of first paragraph under Conversion of Adjacent Undeveloped Land to Urban Development refers to 3 miles.

2

3

4

MHR Operations

Typical aircraft operations at MHR include cargo, military, general aviation (GA) and test flights by aircraft manufacturers such as Boeing. These operations are summarized in the enclosed *FAA Land Use Policies Memo*. The County Airport System recommends that the type and frequency of operations described in the memo be more fully evaluated in the DEIR/DEIS.

5

Bret Sampson
January 10, 2013
Page 3 of 7

Comments
Retracted

Bret Sampson
January 10, 2013
Page 4 of 7

Comments
Retracted

Bret Sampson
January 10, 2013
Page 5 of 7

Comments
Retracted

Bret Sampson
January 10, 2013
Page 6 of 7

Comments
Retracted

Hazardous Wildlife Attractants

The enclosed *FAA Land Use Policies Memo* also describes general considerations regarding wildlife and habitat that can pose a threat to safe aircraft operations, and is provided as a general background guide for evaluating proposed development projects within the airport separation criteria promulgated by the FAA. The County Airport System appreciates the attention paid to hazardous wildlife potential in the Hazards and Hazardous Materials section. Based on the information we have been provided, it appears the DEIR/DEIS adequately addresses the potential wildlife strike hazard associated with the project's proposed water features. It would be our desire that the contemplated water features be initially monitored to confirm that they perform as intended and do not indeed act as hazardous wildlife attractants. We also suggest that the Covenants, Conditions and Restrictions (CC&Rs) for the SunCreek Project consider prohibiting the feeding of wildlife near water features and activities (such as recreational boating) that may provide opportunities to encourage the presence of wildlife hazardous to aircraft operations.

6

Thank you for the opportunity to review and comment on the DEIR/DEIS for the SunCreek Specific Plan Project. Questions and comments regarding this letter may be forwarded to J. Glen Rickelton, Manager – Planning and Environment, at 916-874-0482 or rickeltong@saccounty.net.

Bret Sampson
January 10, 2013
Page 7 of 7

Sincerely,



Greg Rowe
Senior Environmental Analyst
Planning and Environment
916-874-0698

C: Lisa Gibson, Regulatory Branch – U.S. Army Corps of Engineers
Carl Mosher, Deputy Director – Planning and Design, County Airport System
Glen Rickelton, Manager – Planning and Environment – County Airport System
Bree Taylor, Noise and Sustainability Programs Coordinator
Julie Car, Environmental Planner/Biologist

Enclosures

- Memo - FAA Regulations and Policies Relative to Local Land Use Decisions Near Public Use Airports With Respect to Proposed Projects Near Mather Airport (MHR)
- Exhibit: Five-Mile and 10,000-Foot Perimeters – Proposed SunCreek & NewBridge Developments
- Exhibit 1: SunCreek Flight Analysis, May 1, 2007
- Table 1 - Proposed SunCreek Specific Plan Project; Aircraft Operations Within 1.7 mile radius of Center of Penetration Gate - May 1, 2007
- Exhibit - MHR Flight Track Analysis, August 2012.

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Letter
SCAS-2
Response

Sacramento County Airport System
Greg Rowe
January 10, 2013

SCAS-2-1

The comment states that the letter serves as followup to the meeting held on November 27, 2012. The comment thanks the City for the extending the DEIR comment period, because SCAS was unaware of the SunCreek DEIR/DEIS until it was notified by County Environmental Analyst Lauren Hocker in November of 2012.

The comment is noted.

The comment states a concern related to the adequacy of the ambient noise analysis because it appears to SCAS that the analysis was based primarily on aircraft operations during the daytime, while SCAS states that the majority of cargo operations occur at night when more residents are likely to be at home. The comment letter provides a variety of attached data and information for consideration by the City.

As described on page 3.11-18 of the DEIR/DEIS, the noise discussion therein was based on a study commissioned by SCAS and prepared by ESA Airports in 2006. This study took into account both daytime and nighttime aircraft flights and provided associated noise measurements. This study was the closest study to the SunCreek SPA that considered aircraft flights to and from Mather Airport, and was the only public information available to the City and USACE at the time the DEIR/DEIS was prepared related to single-event aircraft overflight noise measurements in the project vicinity. The City has considered the supplemental data provided by SCAS, which is contained in Appendix B to this FEIR/FEIS. See response to comment SCAS-2-5.

The comment further states that a copy of Federal Aviation Administration (FAA) policies concerning land use decisions near Mather Airport is attached to the comment letter. The comment also states that FAA requires public-use airports to monitor and comment on projects within a 5-mile distance from the airport, as related to hazardous wildlife attractants.

The comment is noted.

SCAS-2-2

The comment states that because the SPA is within a 5-mile distance from Mather Airport, review and comment by SCAS is required by the FAA.

The comment is noted.

SCAS-2-3

The comment suggests that because a variety of mixed-use developments have been proposed in recent years in the vicinity of Mather Airport, "a more robust analysis is warranted" related to cumulative noise impacts and hazardous wildlife attractants.

The City and USACE agree that a variety of mixed-use development projects have been proposed in recent years in the vicinity of Mather Airport. Those developments are listed in DEIR/DEIS Table 3.0-2 (pages 3.0-11 and 3.0-12) and are shown in Exhibit 3.0-1 (page 3.0-13) and therefore are included in the cumulative analysis. Furthermore, as stated on page 3.0-15 immediately prior to the discussion regarding development planning in Sacramento County, "The

regional cumulative analysis area covers the incorporated and unincorporated areas of Sacramento County and the City of Rancho Cordova.” Therefore, the cumulative impact analysis in the DEIR/DEIS considers the mixed-use developments in the vicinity of Mather Airport, including the Excelsior Estates project referenced by the commenter. SCAS does not provide additional information regarding any other specific development projects that it feels should have been included in the cumulative analysis.

With regard to the cumulative analysis of hazardous wildlife attractants, DEIR/DEIS Impact 3.8-3 in Section 3.8, “Hazards and Hazardous Materials” (pages 3.8-13 and 3.8-14) explains that the project would include the construction of 12 detention basins totaling approximately 46 acres of surface area, each of which would range from approximately 1 to 7 acres in size. The water in the detention basins would be gravity-released and would empty within approximately 48 hours after each storm event. The basins would be empty the vast majority of the time, although they might fill and drain numerous times each winter. Each basin would also include a small, permanently-wet water-quality feature in the floor of the basin that would average about 15% of the total volume of the typical detention facility. Although permanent ponding would occur within the water quality features in the floor of the detention basins, the size of these ponds would range from approximately 0.15 acres to 1.05 acres. Since permanent ponding features within the wetland basins would approximate a maximum of 7 acres over the entire SPA (i.e., 15% of the total acreage of proposed detention facilities), the total ponding acreage within the detention facilities would be substantially less than the total acreage of existing wetland habitat that would be displaced (i.e., 22.56 acres) from the SPA as a result of implementing the project. This would therefore represent an overall decrease in wetland habitat for waterfowl on the SPA. There are numerous other water bodies that are not far from Mather Airport (e.g., Blodgett Reservoir, the American River, various seasonal wetland features such as rivers and creeks) that would have a much greater attraction for waterfowl than the small amount of wetland features that would be created within the proposed on-site detention basins. The same is true for most other nearby development projects. Detention basins are generally designed only to slow the rate and volume of water during storm events; they are not “retention” basins that would hold large amounts of water throughout the year and therefore do not represent the cumulative creation of new habitat that would be attractive to waterfowl. Furthermore, the other development projects in the vicinity are also filling wetlands (see DEIR/DEIS Table 3.3-6 on page 3.3-62), and thus similar to SunCreek, are removing far more of the existing wetland habitat that is already attractive to waterfowl, than they are creating habitat with detention basins that are filled only for 48-hour periods. Therefore, the SunCreek project would not result in a cumulatively significant impact related to hazardous wildlife attractants.

SCAS-2-4

The comment provides two references to the distance of the SPA from Mather Airport in the DEIR/DEIS that are inconsistent with the distance stated in the noise section, and suggests that those references should be corrected.

As shown in Chapter 4, “Errata” of this FEIS/FEIS, the two references to the distance from Mather Airport that were listed by the commenter, on pages 3.10-1 and 4-9, have been corrected.

SCAS-2-5

The comment states that aircraft operations at Mather Airport consist of cargo, military, general aviation, and test flights by aircraft manufacturers. The comment states that SCAS recommends that the type and frequency of these operations should be more fully evaluated in the DEIR/DEIS.

Section 21096 of the Public Resources Code requires that projects located within the boundaries of an airport land use compatibility plan or, if an airport land use compatibility plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, utilize the Airport Land Use Planning Handbook published by the Division of Aeronautics of the Department of Transportation, in compliance with Section 21674.5 of the Public Utilities Code, to assist in preparation of environmental impact analyses as related to airport safety hazards and airport noise issues. Thus, the State CEQA Guidelines, Appendix G checklist, suggest that if a project is located within the 2-mile distance above, the potential for adverse impacts associated with airport noise and other associated airport hazards should be evaluated.

As stated in the DEIR/DEIS in several different locations including Section 3.8, “Hazards and Hazardous Materials” and Section 3.11, “Noise,” the SunCreek SPA is located approximately 3.5 miles from Mather Airport, and therefore does not fall within the 2-mile screening distance. As also stated in these two DEIR/DEIS sections, the SPA does not fall within the adopted Mather Airport Land Use Compatibility Plan (ALUCP) boundaries. SCAS has not disagreed with these statements.

As stated on page 3.11-16 of the DEIR/DEIS, the significance threshold used by the City and USACE to evaluate noise impacts is: “expose on-site receptors to single-event aircraft noise that would result in potential speech interference or sleep disruption. For purposes of this analysis, speech interference and sleep disruption would be anticipated to occur at noise levels of 60-dBA and 80-dBA SEL, respectively.” SCAS has not disagreed with the use of this significance threshold.

As discussed on pages 3.11-17 and 3.11-18 of the DEIR/DEIS, the SPA is located approximately 1.75 miles from the nearest point of the airport’s 60-dBA CNEL contour. Title 24 of the California Code of Regulations and the Rancho Cordova General Plan establish 45-dBA L_{dn} /CNEL as an interior noise threshold for acceptable residential development. Assuming an average interior-exterior noise attenuation of 25 dBA with windows closed (Veneklasen 1973), interior noise levels associated with aircraft operations would be well below the 45-dBA standard, and therefore residents within the SPA would not be exposed to excessive aircraft noise.

With regards to noise from single-event aircraft overflights related to Mather Airport, SCAS has submitted information attached to its comment letter on the DEIR, which the City has considered. The City and the project applicants have committed to implement the following measures as specifically requested by SCAS: (1) aviation easements shall be recorded for each parcel within the SPA, (2) disclosure notices regarding the potential for aircraft noise shall be provided to all prospective buyers within the SPA, and (3) an additional bullet point has been added to Mitigation Measure 3.11-5 to ensure that the site-specific acoustical analyses (which are already required as part of Mitigation Measure 3.11-5) will calculate the type and amount of insulation necessary to achieve a

45-dB CNEL interior residential noise level with windows closed (which is already required as part of the City's currently adopted noise standards). See also response to comment SCAS-1-3. Therefore, the City does not believe that any further analysis related to aircraft noise is warranted.

SCAS-2-6

The comment letter attaches a copy of the FAA Land Use Policies Memo related to hazardous wildlife attractants. The comment states that SCAS appreciates the attention given to this topic in the DEIR/DEIS, and concurs that the DEIR/DEIS adequately evaluated this topic. The comment requests that the proposed water features be monitored initially to ensure that they perform as intended and do not act as hazardous wildlife attractants.

The City agrees that the DEIR/DEIS adequately evaluates the potential for hazardous wildlife attractants. As stated on page 3.8-13 of the DEIR/DEIS, operational management practices related to the detention basins would be implemented, and those practices would include periodic weed abatement and other similar vegetation removal to prevent establishment of wetland habitat within the detention facilities and to ensure that the basins are performing as designed.

The comment further requests that the Covenants, Conditions, and Restrictions (CC&Rs) for the SunCreek project prohibit the feeding of wildlife near water features and also prohibit recreational activities (such as boating) that may provide an opportunity to encourage the presence of wildlife that would be hazardous to airport operations.

The City and the project applicants agree that language will be included in the CC&Rs that prohibits feeding of wildlife in or near water features and prohibits recreational activities (such as the use of boats) within water features.



November 19, 2012

Ms. Lisa Gibson
U.S. Army Corps of Engineers, Sacramento District
1325 J Street, Room 1350
Sacramento, CA 95814-2922

Mr. Bret Sampson
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

Subject: Comments on the Draft Environmental Impact Report/ Environmental Impact Statement (Draft EIR/EIS) for the SunCreek Specific Plan Project

Dear Ms. Gibson and Mr. Sampson,

Thank you for the opportunity to comment on the Draft Environmental Impact Report/ Environmental Impact Statement (Draft EIR/EIS) for the SunCreek Specific Plan Project. The Sacramento Municipal Utility District (SMUD) is the primary energy provider for Sacramento County, in which the proposed project is located. SMUD's vision is to empower our customers with solutions and options that increase energy efficiency, protect the environment, reduce climate change impacts, and lower the cost to serve our region. As a Responsible Agency, SMUD's goal is to ensure that the construction and operation of the proposed SunCreek Specific Plan Project limits the potential for significant environmental effects on SMUD facilities, employees, and customers.

SMUD's active participation in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) process ensures that our community power requirements are integrated into the planning and environmental review process. Our CEQA and NEPA involvement is consistent with SMUD's strategic directives and core values, which call for us to ensure a safe environment for its employees and customers (Policy SD-6) and to promote environmental leadership through community engagement, improved pollution prevention, energy efficiency and conservation, and conservation (Policy SD-7).

Based on SMUD's review of the Draft EIR/EIS and our understanding of the proposed project we have identified the following areas of interest and have provided comments accordingly.

Table 2-1 on page 2-11 Land Use information

Comment: Based on the land uses provided in Table 2-1, the estimated demand for the SunCreek Specific Plan Project is approximately 39 Megavolt amperes (MVA) and would

SMUD HQ | 6201 S Street | P.O. Box 15830 | Sacramento, CA 95852-0830 | 1.888.742.7683 | smud.org



require the construction of one distribution substation within the specific plan boundaries (please see page 3 of this response).

↑ cont.
2

Section 2 Alternatives: (page 2-17) Exhibit 2-5

Comment: Please include detailed plans for the underground infrastructure improvements on the corner of Sunrise Blvd & Kiefer Blvd. These plans should provide trenching and grading details with respect to SMUD's 230kV lattice steel structure and the overhead conductors in the case of grade changes. Trenching or grading within the SMUD easement will be allowed only by an executed agreement through SMUD's Real Estate Department.

3

Section 2 Alternatives: (page 2-49) Last paragraph

Comment: Text excerpted from the document under the heading "Electricity" must be revised as follows (additions shown with underline): "All electrical lines less than 69 kilovolts (kV) would be routed underground within public utility easements outside the rights-of-way of on-site project streets. All electrical lines equal to 69kV will be routed overhead in an easement outside the rights-of-way of onsite project streets."

4

Section 2 Alternatives (page 2-50) 1st group of bullet Items

Comment: Bullet #2 & #4 excerpted from the document must be revised as follows (additions shown with underline):

"2. Construction of a new substation site ~~south of~~ within the SPA, ~~but immediately adjacent to~~ at the southeast corner of the SunCreek SPA."

"4. Installation of a 69 kV electrical line along Kiefer Boulevard...would be constructed ~~at~~ within the south east corner of the SunCreek SPA."

5

Section 2 Alternatives (page 2-50) Last paragraph of Electricity section

Comment: Please clarify 'SMUD would provide any necessary CEQA and/or NEPA coverage of its facilities, as they determine necessary in the future.' If the proposed project requires electrical infrastructure then the project proponent's environmental document should analyze the impacts associated. Please specify where in the document the impacts associated with electrical facilities shown in Exhibit 2-17 are addressed.

6

Section 2 Alternatives (page 2-57)

Comments: Text excerpted from the document under the heading "Electrical Facilities must be revised as follows (additions shown with underline):

7
↓

"Substation. A new electrical substation on a ½ to ¾-acre parcel would be constructed south of and immediately adjacent to within the southeastern project boundary..."

"Electrical Lines. New 69kV electrical lines would be installed overhead along Kiefer Boulevard and Grant Line Road. Additional routes may be required depending upon where the new electrical substation is sited. SMUD would be responsible for installing these lines and providing any necessary CEQA or NEPA coverage."

cont.
7

Table 3.3-5: Mitigation Banks Expected to Have Credits Available for Purchase to Compensate for Project Effects on Wetlands and Other Habitats

Comment: Please change name of the SMUD Mitigation Preserve to SMUD Nature Preserve Mitigation Bank.

8

Section 3.8 Hazards and Hazardous Materials (Mitigation Measure 3.8-1, page 3.8-11)

Comment: Please clarify 'Obtain an assessment conducted by SMUD pertaining to the contents of any existing pole-mounted transformers that would be relocated or removed as part of project implementation. The assessment shall determine whether existing on-site electrical transformers contain PCBs and whether there are any records of spills from such equipment. If equipment containing PCB is identified, the maintenance and/or disposal of the transformer shall be subject to the regulations of the Toxic Substances Control Act.' SMUD will not provide a PCB assessment to the City or project proponents prior to relocation or removal of its facilities. If transformers are not tagged "Non-PCB", SMUD will sample for PCBs once the transformer is removed from the field location and transport and dispose in accordance with state and federal regulations.

9

Since the inception of the Final PCB Ban Rule of 1979, imposed by the Environmental Protection Agency, SMUD has managed known PCB contaminated and PCB equipment in accordance to 40 Code of Federal Regulations 761. SMUD does not provide phase assessments for easements of transmission and distribution lines, nor does SMUD provide phase assessments for parcels where transmission and distribution substations are located.

Phase assessments performed by SMUD associated with PCB are for SMUD's purpose of remedial and mitigation activities to protect food, feed stock, habitats, water ways, human health and the environment. All phase assessments requested of SMUD for the purpose of an EIR or EIS will be the responsibility of the property owner or agent.

Section 3.16 Utilities and Service Systems (page 3.16-7)

10

Comment: SMUD is not subject to the CPUC. The CPUC regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies; whereas SMUD is a public municipality.

↑
cont.
10

Section 3.16 Utilities and Service Systems (page 3.16-19 1st paragraph)

Comment: Text excerpted from the document must be revised as follows (additions shown with underline):

11

"...42.3 to 49.1 GWh/yr..."

Section 3.16 Utilities and Service Systems (page 3.16-19 bullet Items)

Comment: Correct the 2nd and 4th bullet items as indicated as underlined below:

12

"Construction of a new substation ~~south of~~ within the SPA, ~~but immediately adjacent to~~ at the southeast corner of the SPA."

"Installation of a 69-kV electrical line along Kiefer Boulevard... would be constructed ~~at~~ within the south east corner of the SPA."

Section 3.16 Utilities and Service Systems (page 3.16-26)

Comment: Delete the text shown below which is excerpted from the document in the paragraph discussing **Electricity** and replace with the text shown underlined.

13

Delete the following text: "~~The total increase is unknown; however, SMUD has stated that it has capacity to serve the project.~~"

Replace deleted text with the following:

"The estimated peak demand associated with the proposed project at build out based on the land use information shown in Table 2-1, page 2-11, would be 39 MVA. SMUD has existing capacity available to serve initial phases; however, installation of a new distribution substation would be required to serve the project at build out."

SMUD would like to be kept apprised of the planning, development, and completion of this project. Please ensure that the information included in this response is conveyed to the project planners and any project proponents.

↓
14

Future CEQA/NEPA documents should be sent to the attention of the Environmental Management Department at the following address:

↑ cont.
14

Sacramento Municipal Utility District
Attention: Environmental Management
6201 S Street, MS B203
Sacramento, CA 95817

Environmental leadership is a core value of SMUD and we look forward to collaborating with you on this project. Again, we appreciate the opportunity to comment on this Draft EIR/EIS. If you have any questions regarding this letter, please feel free to contact me at (916) 732-6676.

Sincerely,



Rob Ferrera
Environmental Specialist
Environmental Management
Legislative & Regulatory Affairs
Sacramento Municipal Utility District

**Letter
SMUD
Response**

**Sacramento Metropolitan Utility District
Rob Ferrera
November 19, 2012**

SMUD-1

The comment states that as a Responsible Agency, the Sacramento Metropolitan Utility District's (SMUD) goal is to ensure that the construction and operation of the proposed SunCreek Specific Plan Project limits the potential for significant environmental effects on SMUD facilities, employees, and customers.

The City and USACE believe that the DEIR/DEIS appropriately identifies and provides mitigation for (where feasible) the significant environmental impacts of the project on the environment. As described in DEIR/DEIS Chapter 2, "Alternatives," the project site is located in a rural area that is used for cattle grazing. The only SMUD facilities consist of a 69-kilvolt (kV) transmission line and a 230-kV transmission line that run parallel to one another diagonally across the project site as shown in Exhibit 2-17. The City and the USACE understand that development activities are extremely limited within the transmission line corridor, and nothing proposed for development within the SunCreek SPA (attached to the DEIR/DEIS as Appendix C) would result in any on-site environmental impact on SMUD facilities, employees, or customers. Other than roadway improvements and associated pedestrian and bicycle trail improvements that cross the transmission line corridor (as shown in DEIR/DEIS Exhibits 2-20 and 2-21 in Chapter 2, "Alternatives"), no improvements and/or features of the project are proposed for development within the transmission line corridors. As stated on DEIR/DEIS page 3.16-19, all on-site electrical facilities required to serve proposed development would be designed and constructed in accordance with SMUD's Standards and Rules and Regulations and as part of the project approval process, the project applicants of all project phases would consult with and meet the requirements of SMUD regarding the extension and locations of on-site infrastructure. The comment letter does not raise any specific topics or issue areas or provide any substantial evidence indicating that the project would, in fact, result in a significant environmental impact to SMUD facilities, employees, or customers.

The EIR/EIS under consideration here has been prepared to evaluate the environmental impacts of the SunCreek Specific Plan project on the environment. The environmental impacts associated with construction on the SunCreek project site are evaluated throughout DEIR/DEIS Sections 3.1 – 3.17, and in Chapter 4. Facilities that would be owned and operated by SMUD to provide service for this project would require a determination by SMUD as to whether or not the subject EIR/EIS meets the needs of SMUD for those facilities, or whether a future environmental document would need to be prepared by SMUD for its facilities. Furthermore, the responsibility to identify environmental impacts of any off-site facilities owned or operated by SMUD falls within the responsibility of SMUD.

SMUD-2

The comment states that SMUD estimates the electrical demand for the project would be 39 Megavolt amperes (MVA) and would require the construction of one electrical distribution substation within the project site.

The information regarding the estimate of electrical demand in terms of MVA for the proposed project is appreciated. Table 3.16-6 on DEIR/DEIS page 3.16-9 contains an estimate of electrical demand in terms of gigawatt hours per year for each alternative. A notation regarding the 39 MVA has been added to the analysis of the proposed project on

page 3.16-20 as shown in Chapter 4, “Errata” of this FEIR/FEIS. The original location of the distribution substation outside of the project site was provided by SMUD to the project applicants during the preliminary planning process. If SMUD now believes that the substation needs to be located within rather than outside of the SPA, the new location will be accommodated. Because the DEIR/DEIS already assumed that construction activities would take place at the new location identified by the commenter (i.e., medium density residential housing), moving the substation to this location has no effect on the existing analysis.

SMUD-3

The comment requests that detailed plans for underground infrastructure improvements on the corner of Sunrise Boulevard and Kiefer Boulevard be provided. The comment also notes that trenching or grading within the SMUD easement will be allowed only by an executed agreement through the SMUD Real Estate Department.

Detailed plans for underground infrastructure improvements on the corner of Sunrise Boulevard and Kiefer Boulevard cannot be provided at this time. The project is a specific plan, which would be constructed in phases over many years. As indicated in Chapter 2, “Alternatives” (DEIR/DEIS page 2-7), tentative subdivision maps and improvement plans are not proposed as part of this project at this time, but rather, would be submitted for approval at some point in the future. As stated under Impact 3.16-5 (DEIR/DEIS page 3.16-19), all on-site electrical facilities would be designed and constructed in accordance with SMUD’s Standards and Rules and Regulations to serve the SPA concurrently with development phases, and the location of this infrastructure would be identified in the final project design. As part of the project approval process, the project applicants of all project phases have committed to consult with and meet the requirements of SMUD regarding the extension and locations of on-site infrastructure. The City and the project applicants recognize that that trenching or grading within SMUD easements will be allowed only by an executed agreement through the SMUD Real Estate Department. Such approvals would be sought in the future when tentative subdivision maps and improvement plans are being prepared.

SMUD-4

The comment requests text changes on DEIR/DEIS page 2-49 to indicate that all electrical lines will be located within easements and to state that lines greater than 69kV will be installed overhead.

The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.

SMUD-5

The comment requests a text change on DEIR/DEIS page 2-50 to indicate that the new substation would be constructed within (rather than outside of) the SunCreek SPA. The comment also requests a minor wordsmithing change from “at” to “within.”

The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS. See also response to comment SMUD-2.

SMUD-6

The comment states that the SunCreek DEIR/DEIS should analyze the environmental impacts associated with all electrical infrastructure necessary to serve the project. The comment also requests clarification as to where this analysis is located in the DEIR/DEIS.

The environmental impacts associated with electrical infrastructure are evaluated specifically in Section 3.16, “Utilities and Service Systems” and the impacts associated with construction throughout the SunCreek project site are evaluated in DEIR/DEIS

Sections 3.1 – 3.17, and in Chapter 4. See also response to comments SMUD-1 and SMUD-2.

SMUD-7

The comment requests a correction to the text on DEIR/DEIS page 2-57 to indicate that the new substation would be constructed within (rather than outside of) the SunCreek SPA, as well as a sentence indicating that additional 69-kV routes may be required depending on the location of the substation. Finally, the comment requests that the text “SMUD would be responsible for constructing these substations and providing any necessary CEQA or NEPA coverage” be deleted.

The requested text corrections regarding the revised location of the substation and to indicate that additional 69-kV routes may be required have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS. However, the City believes that SMUD is responsible for constructing these and any other substations necessary to serve the project. As stated above in responses to comments SMUD-1, SMUD-2, and SMUD-7, the environmental impacts associated with construction on the SunCreek project site are evaluated throughout DEIR/DEIS Sections 3.1 – 3.17, and in Chapter 4. Facilities that would be owned and operated by SMUD to provide service for this project would require an evaluation by SMUD as to whether or not this EIR/EIS meets the needs of SMUD for those facilities, or whether a future environmental document would need to be prepared by SMUD for its facilities. Furthermore, the responsibility to identify environmental impacts of any off-site facilities owned or operated by SMUD falls within the responsibility of SMUD. Therefore, the requested text deletion on page 2-57 has not been made.

SMUD-8

The comment requests a text correction in the name of the SMUD mitigation bank listed in Table 3.3-5 on DEIR/DEIS page 3.3-39.

The text change requested by the commenter has been made and is shown in Chapter 4, “Errata” of this FEIR/FEIS.

SMUD-9

The comment states that since the inception of the EPA’s Final PCB Ban Rule of 1979, SMUD has managed known PCB contaminated and PCB equipment in accordance with 40 Code of Federal Regulations (CFR) 761. The comment further states that phase assessments performed by SMUD associated with PCBs are intended for SMUD’s purpose of remedial and mitigation activities to protect food, feed stock, habitats, water ways, human health, and the environment. Therefore, SMUD will not provide a PCB assessment to the City or the project proponents prior to relocation or removal of its facilities, contrary to the requirement in DEIR/DEIS Mitigation Measure 3.8-1. If transformers are not tagged “Non-PCB,” SMUD will sample for PCBs once the transformer is removed from the field location and will transport and dispose of PCBs in accordance with Federal and state regulations.

The City and USACE appreciate the clarification provided by SMUD with regards to its handling of PCBs in transformers. As shown in Chapter 4.0, “Errata” of this FEIR/FEIS, the text at the bottom of DEIR/DEIS page 3.8-3 and the top of page 3.8-4 related to “Polychlorinated Biphenyls” has been revised to reflect SMUD’s process with regards to PCBs. In addition, because SMUD has indicated that it will not provide an assessment of PCBs in its transformers, the fourth bullet point of Mitigation Measure 3.8-1 (DEIR/DEIS page 3.8-11) has been deleted. The removal of this bullet point does not affect the impact conclusion or the significance after mitigation.

- SMUD-10 *The comment refers to text contained in the “Regulatory Framework” portion of DEIR/DEIS Section 3.16 (page 3.16-7 and 3.16-8), which discusses the role of the California Public Utilities Commission (CPUC). The comment states that because SMUD is a public municipality, it is not regulated by CPUC.*
- The comment is noted. The text related to the CPUC on pages 3.16-7 and 3.16-8 has been modified to refer to the CPUC more generally, as opposed to specifically related to electricity, as shown in Chapter 4.0, “Errata” of this FEIR/FEIS.
- SMUD-11 *The comment requests a correction to a typographical error on page 3.16-19 from GHz/yr to GWh/yr.*
- The correction requested by the commenter has been made as shown in Chapter 4.0, “Errata” of this FEIR/FEIS.
- SMUD-12 *The comment requests a text change on DEIR/DEIS page 3.16-19 to indicate that the new substation would be constructed within (rather than outside of) the SunCreek SPA.*
- The text changes requested by the commenter have been made and are shown in Chapter 4, “Errata” of this FEIR/FEIS.
- SMUD-13 *The comment requests a text change on page 3.16-26 to replace the statement that the total increase in electrical demand from the related projects is unknown, to a statement of the project-specific electrical demand.*
- The text change requested by the commenter is not appropriate because the text on page 3.16-26 of the DEIR/DEIS refers to the total cumulative electrical demand that would be generated by all of the related projects considered in the cumulative analysis. The text change requested by the commenter deals with project-specific electrical demand, which is already discussed on pages 3.16-1 through 3.16-20. Therefore, the text change requested by the commenter has not been made.
- SMUD-14 *The comment provides an address for future correspondence and indicates that SMUD looks forward to further collaboration on the project.*
- The City appreciates and looks forward to continued collaboration with SMUD in the future related to the SunCreek Specific Plan project.

PG&E

From: Kennedy, Donald [DLKn@pge.com]
Sent: Friday, November 09, 2012 2:53 PM
To: Bret Sampson
Cc: Matthew Mudd
Subject: SunCreek Specific Plan Project - PG&E Comments to DEIR

Dear City of Rancho Cordova,

Thank you for giving PG&E the opportunity to review and comment on the Notice of Availability of DEIR for the **SunCreek Specific Plan Project**. PG&E has the following comments to offer.

PG&E operates and maintains a 230kV electric transmission tower line within the project boundaries. Land use is restricted around PG&E's facilities and within PG&E's easement area. To promote the safe and reliable maintenance and operation of utility facilities, the California Public Utilities Commission (CPUC) has mandated specific clearance requirements between utility facilities and surrounding objects or construction activities. One of PG&E's concerns is for continued access to its facilities with heavy equipment for maintenance and repair work. Another is for adequate ground clearance from the overhead electrical wires as set forth in California Public Utilities Commission General Order No. 95 for the proposed improvements. To ensure compliance with these standards, project proponents should coordinate with PG&E early in the development of their project plans. Any proposed development plans should provide for unrestricted utility access and prevent encroachments that might impair the safe and reliable maintenance and operation of PG&E's facilities.

PG&E requests that the project proponent for this project will need to work closely with PG&E in obtaining a "No Objection" letter for their project prior to any final approvals are granted by the City of Rancho Cordova or prior to any construction activities taking place around PG&E's high voltage facilities. The project proponent shall work closely with PG&E to minimize potential impacts to existing utilities. Improvement plans should be sent to me at the address in my signature block below, and the plans should show the following information to be submitted for PG&E's review and approval:

- PG&E's Easement Area in Relation to Project Area
- Tower Structures
- Grading Plans (Existing & Proposed)
- Landscape and Lighting Plan around PG&E's easement area
- Any proposed crossings/encroachments within PG&E's Easement area

Below are a few examples of restrictions within PG&E's Electric Transmission 230kV Line Easements, but shall not be limited to the following:

- Buildings, Structures, and Wells are prohibited within PG&E's Easement area. This includes, but not limited to trash enclosures and block walls.
- Any and all light fixtures located within PG&E's easement area shall not exceed a maximum height of 15 feet above grade, and shall be located a minimum horizontal clearance of 15 feet from the conductor's at rest.
- No grading cuts or fills are allowed within PG&E's easement area without prior written approval from PG&E.
- No Trees are allowed to be planted within PG&E's easement area.
- There are restrictions when operating any equipment or tools in the proximity to the tower line. You must not erect, handle, or operate any such equipment or tools, closer to any of PG&E's overhead high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, but in no event closer than 17 feet.
- General Order No. 95 of the California Public Utilities Commission sets forth certain clearance requirements

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for the construction and operation of electric lines. Therefore, you must control your excavations and digging, including spoils, in such a manner as not to decrease the ground-to-conductor clearance below thirty feet.

↑ cont.
1

Continued development will have a cumulative impact on PG&E's gas systems and may require on-site and off-site additions and improvements to the facilities which supply these services. Because utility facilities are operated as an integrated system, the presence of an existing gas transmission or distribution facility does not necessarily mean the facility has capacity to connect new loads. Expansion of distribution and transmission lines and related facilities is a necessary consequence of growth and development. In addition to adding new distribution feeders, the range of gas system improvements needed to accommodate growth may include regulator stations, odorizer stations, valve lots, distribution and transmission lines.

2

We would like to recommend that environmental documents for your proposed project include adequate evaluation of cumulative impacts to utility systems, the utility facilities needed to serve the project and any potential environmental issues associated with extending utility service, and any possible relocations. This will assure the projects compliance with CEQA and reduce potential delays to the project schedule.

PG&E request's that the project proponent dedicate a standard 12.5 foot Public Utility Easement for underground facilities and appurtenances adjacent to all public ways, private drives and/or Irrevocable Offer of Dedication.

3

Gas service may be available to the area if desired. The project proponent should contact PG&E's Service Planning Department at 1-877-743-7782 as soon as possible to coordinate construction with their project so as not to delay the project. We would also appreciate being copied on future correspondence as these various projects develop.

4

Sincerely,

Donny Kennedy

Pacific Gas & Electric Company
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Auburn, CA 95603
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External: (530) 889-5089
Fax: (530) 889-3392

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To learn more, please visit <http://www.pge.com/about/company/privacy/customer/>

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**Letter
PG&E
Response**

**Pacific Gas & Electric Company
Donald Kennedy
November 9, 2012**

-
- PG&E-1 *The comment indicates that the project applicants should provide copies of improvement plans and work closely with PG&E. The comment also provides information regarding development restrictions within PG&E's 230-kV transmission line easement on the SPA.*
- The City and the project applicants understand the development restrictions outlined in the comment and will plan to work closely with PG&E in the future when the project reaches the improvement plan stage.
- PG&E-2 *The comment states that continued development will have a cumulative impact on PG&E's gas system and may require on-site and off-site additions and improvements to the facilities which supply these services. The comment recommends that the environmental documents for the project include an evaluation of cumulative impacts to utility systems, the utility facilities needed to serve the project, and any potential environmental issues associated with extending utility service, along with any possible relocations.*
- The proposed natural gas system to serve the SPA is discussed on page 2-50 and shown on DEIR/DEIS Exhibit 2-18 (page 2-53). This information was provided by PG&E to the project applicants during preliminary discussions regarding natural gas service for the SPA. The environmental impacts associated with construction activities for development and infrastructure within the SPA, including natural gas, are evaluated in DEIR/DEIS Sections 3.1 – 3.17 and in Chapter 4. However, facilities that would be owned and operated by PG&E to provide service for this project would require an evaluation by PG&E as to whether or not this EIR/EIS meets the needs of PG&E for those facilities, or whether a future environmental document would need to be prepared by PG&E for its facilities. The responsibility to identify environmental impacts of any off-site facilities owned or operated by PG&E falls within the responsibility of PG&E. Cumulative impacts related to provision of natural gas services are evaluated on DEIR/DEIS page 3.16-26.
- PG&E-3 *The comment requests that the project applicants dedicate a standard 12.5-foot-wide public utility easement for underground facilities and appurtenances adjacent to all public ways, private drives, and/or Irrevocable Offer of Dedication.*
- The project applicants understand that a standard 12.5-foot-wide utility easement will be necessary; the comment is noted.
- PG&E-4 *The comment states that gas service may be available to the area if desired, and suggests that the project applicants should contact PG&E's Service Planning Department to coordinate.*
- The project applicants have initiated preliminary planning discussions with PG&E regarding provision of natural gas service to the SPA, and the results of those discussions are reflected on DEIR/DEIS page 2-50 and are shown on Exhibit 2-18 (page 2-53). The project applicants look forward to continued collaboration with PG&E in the future on this project.

SACRAMENTO-YOLO
**MOSQUITO
 & VECTOR
 CONTROL**
 DISTRICT

SYMVCD

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City Of Rancho Cordova
 Planning Department
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 ATTN: Bret Sampson

November 19, 2012

Re: SunCreek Specific Plan Project DEIR/DEIS

The Sacramento-Yolo Mosquito and Vector Control District (District) appreciates the opportunity to review and comment on the Draft Environmental Impact Report for the SunCreek Specific Plan Project. The District is providing the following general comments and concerns relating the proposed project and Draft EIR.

**Section 3.3 Biological Resources and
 3.8.2 Regulatory Framework**

Under heading of "*State Plans, Policies, Regulations, and Laws*" please include Vector Control and District Law as contained in the California Health and Safety Code Section 2000. Include and insert the following language "Any policy, practice, or management plan for aquatic sites must explicitly recognize the obligations imposed on land-owners and managers by the California Health and Safety Code (sec. 2000 et seq) to avoid creating or maintaining public nuisance or public health threats through the establishment or maintenance of mosquito and other vector breeding habitats that can impact public health and welfare."

Hazards and Hazardous Materials

Section 3.8.1 Affected Environment:

Under *Mosquito/Vector Control*, paragraph one; change the first sentence to read "The Mosquito populations in the Sacramento Valley are typically most abundant in the warmer months of early spring through mid-fall."

Change paragraph two sentence three to read "The District addresses mosquito breeding problems using Integrated Pest Management (IPM) techniques such as surveillance, monitoring of mosquito breeding sources, community outreach, public education, chemical and biological control methods, and the implementation of Mosquito Reducing Best Management Practices (BMPs). The District has developed and adopted a (BMP) Manual which can be downloaded from the District's website at:
http://www.fightthebite.net/download/ecomanagement/SYMVCD_BMP_Manual.pdf. Please review and implement the District's BMPs for design and

PROVIDING SAFE, EFFECTIVE AND ECONOMICAL MOSQUITO AND VECTOR CONTROL

maintenance guidelines of all proposed individual projects to reduce or prevent the breeding of mosquitoes that can carry diseases such as West Nile virus (WNV), Western Equine Encephalitis (WEE) and St. Louis Encephalitis (SLE) etc.”

↑
cont.
3

Section 3.8.3 Environmental Consequences and Mitigation Measures

Under Impact 3.8-4, add a requirement to implement Mosquito Reducing BMPs to mitigation measures to avoid the creation of mosquito breeding sources.

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Section 3.8.5 Cumulative Impacts

Please recognize and address the impacts to the District for the increase in potential mosquito breeding habitats as contained in the on-site stormwater detention basins, vegetated swales, infiltration trenches, constructed wetland filter strips, wetland buffers and the wetland preserve as a direct result of this project. While each individual stormwater structure may be initially constructed to operate effectively; if not properly maintained on a routine basis, each facility may become a mosquito breeding source, and subject to District enforcement action. It has also been proven that long term urban runoff containing pesticide residue may cause adult mosquito and other insect resistance to control products.

↑
5

Alternatives

Page 2-16, Wetland Preserve Mitigation and Monitoring Plan: Please detail the requirements for the project applicants to develop a comprehensive Mitigation and Monitoring Plan (MMP) and Operations and Management Plan (O&M) that includes long term assurances of routine maintenance and the reduction of mosquito breeding sources within these sites as they occur.

↑
6

The District is facing new challenges with shrinking revenues, coupled with the costs of National Pollutant Discharge Elimination System (NPDES) permits, Endangered Species Act (ESA), and other environmental compliancy and regulatory issues. While the District is willing to work with and assist local agencies and developers in providing comprehensive mosquito control it is ultimately the responsibility of the land owner to comply with its obligations under state law to not develop or keep mosquito breeding sources on its property.

↑
7

Should you have any questions or concerns please feel free to contact me at (916) 405-2085 or email at: mscholl@FightTheBite.net.

Sincerely,



Marty Scholl
Ecological Management Supervisor

**Letter
SYMVCD
Response**

**Sacramento-Yolo Mosquito & Vector Control District
Marty Scholl, Ecological Management Supervisor
November 19, 2012**

- SYMVCD-1** *The comment requests that text be added to the Regulatory Framework portion of DEIR/DEIS Section 3.3, “Biological Resources,” to state that pursuant to California Health and Safety Code Section 2000-2007 (i.e., the Mosquito Abatement and Vector Control District Law), “any policy, practice, or management plan for aquatic sites must include language stating that it will avoid creating or maintaining public nuisance or public health threats through the establishment or maintenance of mosquito and other vector breeding habitats that can impact public health and welfare.”*
- The City and USACE agree that the California Health and Safety Code defines public nuisances related to vectors and contains the provisions for enforcement and abatement actions that may be carried out by the Sacramento-Yolo Mosquito & Vector Control District (SYMVCD). However, nothing in California Health and Safety Code Section 2000-2007 (i.e., the Mosquito Abatement and Vector Control District Law) requires that a policy, practice, or management plan for aquatic sites include the language requested by the commenter.
- SYMVCD-2** *The comment requests a text change in DEIR/DEIS Section 3.8, “Hazards and Hazardous Materials” to indicate that mosquito populations are active from early spring through mid-fall.*
- The text referenced by the comment has been changed to indicate that mosquito populations are active through mid-fall, rather than just through early summer, as shown in Chapter 4, “Errata” of this FEIR/FEIS.
- SYMVCD-3** *The comment requests that the third paragraph on DEIR/DEIS page 3.8-6 be replaced with text provided by the commenter, which includes language specifically requesting that the project applicant review and implement SYMVCD BMPs.*
- The text change requested by the commenter is not substantially different from the text already contained in the second paragraph on page 3.8-6 to warrant revision. Furthermore, this portion of Section 3.8, “Hazards” constitutes the environmental setting portion of the DEIR/DEIS; therefore, it would not be appropriate to add the requested language here stating that the project applicant should review and implement SYMVCD BMPs. The website address where SYMVCD’s BMP Manual can be obtained is appreciated.
- SYMVCD-4** *The comment requests that a mitigation measure be added to DEIR/DEIS Impact 3.8-4 requiring the project applicants to implement SYMVCD BMPs to avoid the creation of mosquito breeding sources.*
- DEIR/DEIS Impact 3.8-4 (page 3.8-14) found that the possible exposure of construction workers, project workers, and residents to human health hazards associated with mosquito-borne diseases would be less than significant. Therefore, no mitigation measures are required. The commenter has provided no evidence of any kind that Impact 3.8-4 should be determined to be significant rather than less than significant.
- The City and USACE do not believe that project implementation would result in creation of a public nuisance or public health threat related to mosquito and other vector breeding habitats. As shown on Exhibit 3.3 (page 3.3-19) of the DEIR/DEIS, the SPA currently

contains 43.69 acres of existing wetlands, 22.976 acres of which would be filled as a result of project development. The project's on-site wetland preserve is intended to ensure that approximately half of the existing on-site wetlands continue to function. The wetlands are already present on the project site; therefore, the wetland preserve does not constitute creation of new mosquito or vector habitat. Furthermore, the on-site detention basins are true "detention basins" – they are not "retention basins." As discussed in detail on DEIR/DEIS page 3.8-13, the basins would empty within approximately 48 hours after each storm event. Furthermore, storm events occur during the winter months in Sacramento, when vector populations are lowest. Although a total of approximately 7 surface acres spread throughout various basins would remain wetted throughout the year within the water quality features, there would still be an overall net reduction in on-site wetted area of 15.76 acres. Therefore, project implementation would result in a reduction of the total amount of existing on-site vector habitat, rather than an increase. Finally, the wetland buffer areas are not wetlands that would serve as mosquito breeding habitat; rather, they are strips of land adjacent to the wetlands where no development is allowed in order to help protect the wetlands (i.e., a "buffer zone"). For the reasons stated above, the change requested by the commenter to add a new mitigation measure is not warranted and has not been made.

SYMVCD-5

The comment states that the DEIR/DEIS should include a cumulative analysis of impacts to the SYMVCD for the project's increase in mosquito breeding habitats, as contained in the on-site stormwater detention basins, vegetated swales, infiltration trenches, constructed wetland filter strips, wetland buffers and the wetland preserve.

For the reasons stated in response to comment SYMVCD-4, the City and USACE do not believe that project implementation would result in an increase in human health hazards associated with mosquito-borne diseases. Furthermore, the comment requests that an analysis be added of cumulative impacts on the SYMVCD. CEQA and NEPA require an analysis of a project's physical impacts on the environment, not an analysis of a project's impacts on an agency. Finally, the DEIR/DEIS already contains an analysis of cumulative impacts related to mosquito and vector control on page 3.8-16, and the impacts were found to be less than cumulatively considerable.

The comment further states that if not properly maintained on a routine basis, each facility may become a mosquito breeding source, and subject to SYMVCD enforcement action.

The City and USACE understand that mosquito breeding sources may be subject to SYMVCD enforcement action. However, maintenance of the detention basins is included as part of the project proposal, and is described in detail in DEIR/DEIS Appendix D and is briefly discussed in the DEIR/DEIS on pages 3.8-13 and 3.8-14.

SYMVCD-6

The comment requests details regarding the requirements for the project applicants to develop a comprehensive Mitigation and Monitoring Plan (MMP) and Operations and Management Plan (O&M), which SYMVCD states should include long-term assurances of routine maintenance and the reduction of mosquito breeding sources within these sites as they occur.

The required contents of the MMP and O&M are contained in DEIR/DEIS Mitigation Measure 3.3-1b on pages 3.3-37 – 3.3-41. See also response to comment SYMVCD-1.

SYMVCD-7

The comment states that SYMVCD is facing challenges with shrinking revenues, coupled with the costs of NPDES permits, the ESA, and other environmental compliancy and

regulatory issues, and that it is ultimately the responsibility of the land owner to comply with its obligations under state law to not develop or keep mosquito breeding sources on its property.

The comment does not pertain to the environmental analysis contained in the DEIR/DEIS; the comment is noted.

E: Individual Comment Letters and Responses



**MILLER STARR
REGALIA**

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November 19, 2012

VIA EMAIL AND MAIL

Bret Sampson
City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

VIA EMAIL AND MAIL

Lisa Gibson
U.S. Army Corps of Engineers
Sacramento District
Regulatory Division, California Delta Branch
1325 J Street, Room 1350
Sacramento, CA 95814-5288

Re: SunCreek Specific Plan Project Draft EIR/DEIS

Dear Mr. Sampson and Ms. Gibson:

Our firm represents Grantline & Chrysanthy 220 Investors (G&C 220), the owner of the Grantline 220 property, an approximately 220-acre site that the City has included within the boundaries of the proposed SunCreek Specific Plan area.

As you know, the Grantline 220 property has been the subject of comprehensive planning efforts for years. G&C 220 desires to participate fully in the Specific Plan's environmental review process, and to that end, G&C 220 is diligently undertaking a comprehensive evaluation of the SunCreek Draft EIR/EIS.

G&C 220 supports the City's desire to implement a comprehensive planning approach to the Specific Plan area and surrounding community, which will help ensure the development of enhanced housing and commercial opportunities as well as facilitate a cohesive and thoughtful land use vision between the SunCreek Specific Plan area and adjacent lands, particularly those that are currently being developed to the north of the Grantline 220 property.

1
2

Offices: Walnut Creek / Palo Alto

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Bret Sampson
Lisa Gibson
November 19, 2012
Page 2

To that end, G&C 220 looks forward to working collaboratively with the lead agencies and the other SunCreek property owners with the collective goal of successfully implementing the land use vision for this crucial planning area.

↑
cont.
2
↓

Very truly yours,

MILLER STARR REGALIA

Nadia L. Costa

Nadia L. Costa

NLC:jj

cc: Angelo Christie

GCTR50616\088033.1

Letter
G&C 220
Response

Grantline and Chrysanthi 2000 Investors
Nadia Costa, Miller Starr Regalia
November 19, 2012

G&C 220-1

The comment states that G&C 220 desires to fully participate in the environmental review process. The comment further indicates that G&C 220 is undertaking a review of the SunCreek DEIR/DEIS.

As discussed in Chapter 1, “Introduction” and Chapter 2, “Alternatives” of the DEIR/DEIS, certain requested entitlements apply only to Sierra Sunrise, Shalako, Investek, and Smith/Dunmore parcels. For Grantline 220 and Luxouri, it is anticipated that at some point in the future, those property owners would come forth with detailed land use plans, at which time the City and USACE would determine whether or not the CEQA/NEPA analysis provided in this document is sufficient, or whether additional environmental analyses is necessary for those parcels. The City and USACE note that the DEIR/DEIS public comment period closed on November 19, 2012, and no further comments from G&C 220 were received.

G&C 220-2

The comment indicates that G&C 220 supports the City’s desire to implement a comprehensive planning approach to the SPA and surrounding community, and that G&C 220 looks forward to working collaboratively with the lead agencies and the other SunCreek property owners.

The desire of G&C 220 to work collaboratively in the future is appreciated.

**LAW OFFICES OF
GREGORY D. THATCH**

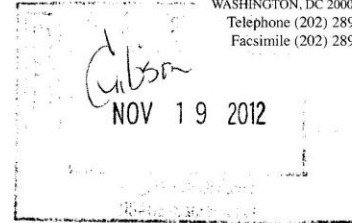
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THATCH

GREGORY D. THATCH
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November 16, 2012

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Lisa Gibson, Project Manager
US Army Corps of Engineers, Sacramento District
1325 J Street, Room 1350
Sacramento, CA 95814-2922

Bret Sampson
City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Comments on DEIS/DEIR for SunCreek Specific Plan Area
Corps Public Notice SPK-2005-00888

Dear Ms. Gibson and Mr. Sampson:

On behalf of Cordova Hills LLC we have reviewed the joint Draft Environmental Impact Statement/Draft Environmental Impact Report ("DEIS/DEIR") for the SunCreek Specific Plan Area prepared by the Corps of Engineers and City of Rancho Cordova, and have the comments described below.

Existing Plus Project Scenario

The Cordova Hills Project is situated to the east of Grant Line Road and is adjacent to the SunCreek Specific Plan Area ("SunCreek Project"). Consequently, as a result of the development of the SunCreek Project and the Cordova Hills Project, they will share a common intersection at the future location of Chrysanthy Boulevard and Grant Line Road. That intersection is clearly shown on DEIS/DEIR Exhibit 3.15-1 "Project Location" and on Exhibit 3.15-12 "Average Daily Traffic Volume-Baseline Plus Project Conditions." However, the DEIS/DEIR contains no analysis and no discussion of the traffic impacts the SunCreek Project will have on this new intersection. It appears to have been overlooked. There is no description in the DEIS/DEIR of what intersection improvements are anticipated to be provided by the development in the SunCreek Project.

At a minimum, during the Existing Plus Project Scenario, the SunCreek Project initially will have to build the intersection and install traffic control devices at the Chrysanthy and Grant Line intersection. Such traffic mitigation improvements may be as simple as stop signs, but will eventually require traffic signals when the traffic volume warrants them. The DEIS/DEIR has not mentioned any mitigation for this intersection or required the developers of the SunCreek

October 16, 2012
 Ms. Gibson and Mr. Sampson
 Page 2

Project to provide traffic improvements or pay their fair share of those improvements if they are built by others. We request that the DEIS/DEIR be amended to provide an analysis of the traffic that the Suncreek Project will contribute to the intersection of Chrysanthy and Grant Line and suitable mitigation for the Suncreek Project's impacts in the Existing Plus Project Scenario.

cont.
1

Grant Line Road is evolving from a rural two-lane road into a thoroughfare as a result of the development that is taking place in the City of Rancho Cordova and eastern Sacramento County. We note that the DEIS/DEIR does not address any obligation the Suncreek Project would have to contribute to the cost of improving Grant Line Road from a two-lane rural road into a four-lane thoroughfare in the segment of Grant Line between White Rock Road and the Jackson Highway (State Route 16). While the DEIS/DEIR has the Suncreek Project participating in the intersection improvements required at the Grant Line and White Rock intersection to handle the additional traffic from the Suncreek Project, the Suncreek Project appears to have no obligations to participate in improving Grant Line Road itself. Such a conclusion is questionable, since in the Cumulative Plus Project scenario, the Suncreek Project is required to participate in the costs to widen Grant Line Road from four lanes to six lanes in this same roadway segment. We are concerned that this may have been another oversight in the DEIS/DEIR and request an analysis of the Suncreek Project's impacts to the segment of Grant Line Road between White Rock and the Jackson Highway.

2

A third concern is with the impacts the Suncreek Project has on the segment of Douglas Road between Sunrise Boulevard and Grant line Road. While Mitigation Measure 3.15-1g requires installation of a traffic signal at the Grant Line and Douglas Road intersection, and Mitigation Measure 3.15-1h requires improvements to the intersection of Douglas Road and Sunrise Boulevard, there is no mitigation measure to address the impacts to the roadway segment of Douglas Road between those two intersections by the Suncreek Project's traffic. While other developments are currently widening Douglas Road between Sunrise Boulevard and Americanos Boulevard to four lanes, it appears that the Suncreek Project should have some obligation to provide for its fair share of the widening of the roadway segment of Douglas Road between Americanos Boulevard and Grant Line Road. Once again, we are concerned that this impact may have been overlooked in the DEIS/DEIR and request a traffic analysis and appropriate mitigation for the Suncreek Project's impacts to this segment of Douglas Road.

3

Cumulative Plus Project Scenario

In the Cumulative Plus Project scenario, both the Suncreek Project and Cordova Hills Project would be built. That fact is reflected in DEIS/DEIR Table 3.0-2 entitled "Related Residential/Commercial Projects in Eastern Sacramento County and the City of Rancho Cordova." There will be four significant intersections constructed on Grant line Road under cumulative conditions in the vicinity of the Suncreek Project that will handle its traffic. These are the intersections of Grant Line Road/Douglas Road; Grant Line Road/North Loop Road; Grant Line Road/Chrysanthy Boulevard; and Grant Line Road/University Boulevard. We find the conclusions in the DEIS/DEIR regarding the Suncreek Project's impacts to those intersections questionable.

4

October 16, 2012
 Ms. Gibson and Mr. Sampson
 Page 3

At the Grant Line/Douglas Road intersection, the SunCreek Project was required to provide for intersection improvements in the Existing Plus Project scenario by Mitigation Measure 3.15-1g. The DEIS/DEIR appears to be inconsistent because in the Cumulative Plus Project scenario, no further improvements are required to that intersection by the SunCreek Project, especially in light of the fact that the DEIS/DEIR concluded that the SunCreek SPA should pay for a share of widening Grant Line Road from four to six lanes between White Rock Road and State Route 16 (See Mitigation Measures 3.15-4ss and 3.15-4tt).

cont.
4

At the Grant Line Road/Chrysanthy Boulevard intersection, the DEIS/DEIR contains no requirement to provide for this intersection in the first instance, let alone improve it when Grant Line Road is widened to six lanes to accommodate the SunCreek Project's traffic in the Cumulative Plus Project scenario. There is no explanation in the DEIS/DEIR how such a conclusion was reached.

5

With regard to the intersection of Grant Line Road and North Loop Road, and the intersection of Grant Line Road and University Boulevard, the DEIS/DEIR is similarly lacking any analysis of the SunCreek Project's traffic impacts to those intersections under the Cumulative Plus Project scenario.

6

We find the DEIS/DEIR mitigation anomalous and incomplete because it would require the SunCreek Project to fund the widening of Grant Line Road, but not fund the cost of modifications to a number of the intersections along the same segment of Grant Line Road that will be necessary to accommodate the wider six-lane road. Once again, this lack of mitigation seems like another oversight on the part of the DEIS/DEIR's traffic impacts analysis.

7

Thank you for the opportunity to comment on the SunCreek Project DEIS/DEIR.

Very truly yours,

LAW OFFICES OF
 GREGORY D. THATCH



MICHAEL DEVEREAUX

MD/sj
 D8091.doc

cc: Ron Alvarado, Cordova Hills LLC
 Mark Hanson, Cordova Hills LLC

**Letter
THATCH
Response**

**Cordova Hills LLC
Michael Devereaux, Law Offices of Gregory D. Thatch
November 16, 2012**

THATCH-1

The comment notes that SunCreek and Cordova Hills will share a common intersection at Chrysanthy Road and Grant Line Road, and requests an analysis of the project's impact on the Chrysanthy Boulevard/Grant Line Road intersection as well as a discussion of the project's contribution to mitigation for this intersection.

Chrysanthy Boulevard is located along the project's northern border and provides direct access to Grant Line Road. For purposes of the baseline plus project analysis, Chrysanthy Boulevard was assumed to be constructed as part of the project, including the intersection at Grant Line Road, with initial construction and subsequent improvements to Chrysanthy Boulevard to be completed to the satisfaction of the City of Rancho Cordova Public Works Department. Chrysanthy Boulevard is included in the City of Rancho Cordova Transportation Development Impact Fee (TDIF) Program. Consequently, the project would contribute its fair share towards Chrysanthy Boulevard improvements through payment of the City's TDIF and would likely be subject to fee credit or reimbursement for the portion of Chrysanthy Boulevard that the project constructs to provide initial site access, the total cost of which would exceed the project's fair share responsibility.

Under baseline plus project conditions, the Chrysanthy Boulevard/Grant Line Road intersection would operate acceptably (LOS C or better) with side-street stop control and the following lane configurations:

- ▶ One left-turn lane and one through lane on the northbound approach;
- ▶ One through lane and one right-turn lane on the southbound approach; and
- ▶ One left and one through lane on the eastbound approach.

Under baseline plus project conditions, the total volume entering the Chrysanthy Boulevard/Grant Line Road intersection in the PM peak hour is forecast to be approximately 1,130 vehicles, 360 of which would be associated with the project. Therefore, the project's traffic contribution to this new intersection would be approximately 32 percent. The project would build a side-street stop sign or required intersection control at Grant Line as part of its construction of Chrysanthy Boulevard.

THATCH-2

The comment notes that Grant Line Road is evolving from a two-lane rural road to a four-lane thoroughfare, and requests an analysis of the project's impacts to the segment of Grant Line Road between White Rock Road and Jackson Highway (SR 16) under baseline conditions.

DEIR/DEIS Table 3.15-12 (page 3.15-29) includes the analysis of the requested segment of Grant Line Road (White Rock Road to Jackson Highway) under baseline conditions. As shown in Table 3.15-12, the addition of project traffic would not affect the two-lane segment of Grant Line Road between White Rock Road and Jackson Highway (SR 16). Consequently, no mitigation was necessary. Grant Line Road is included in the City of Rancho Cordova TDIF Program. Therefore, the project would contribute its fair share towards Grant Line Road improvements through payment of the City's TDIF.

THATCH-3

The comment requests an analysis of the project's impacts to the segment of Douglas Road between Americanos Boulevard and Grant Line Road.

As outlined on DEIR/DEIS page 3.15-1, the baseline traffic scenario includes background traffic from projects that City staff members have identified as having already received tentative map approval (such as the Villages of Zinfandel), as well as traffic generated by development of up to 6,500 units in the Sunridge Specific Plan area. Consistent with the assumed background traffic from this development, the analysis incorporates roadway improvements that are currently under construction or are consistent with the approved projects. As shown on Exhibit 3.15-7, Douglas Road was analyzed as a four-lane arterial under baseline conditions.

DEIR/DEIS Table 3.15-12 (page 3.15-29) includes an analysis of the requested segment of Douglas Road (Americanos Boulevard to Grant Line Road) under baseline conditions. As shown in Table 3.15-12, the addition of project traffic would not have a significant adverse impact on the four-lane segment of Douglas Boulevard between Americanos Boulevard and Grant Line Road. Consequently, no mitigation was necessary. In addition, this segment of Douglas road would also operate acceptably as a two-lane roadway under baseline conditions with the addition of project traffic. The Douglas Road improvement project is currently under construction and is included in the City's TDIF program; therefore, payment of the TDIF program fees would cover the project's fair share obligation for improvements to Douglas Road.

THATCH-4

The comment questions the conclusions of the DEIS/DEIR regarding the cumulative impacts to the Grant Line Road/Douglas Road intersection, because the cumulative traffic conditions scenario does not require the project to provide mitigation for this intersection.

As acknowledged by the commenter, the DEIR/DEIS identifies impacts and mitigation to Grant Line Road between White Rock Road and SR 16 to accommodate the addition of traffic from the SunCreek project.

However, there is substantial uncertainty regarding the ultimate configuration along this segment of Grant Line Road, which makes it difficult to be specific about local access improvements. For example, the two other intersections referenced by the commenter (Grant Line Road/North Loop Road and Grant Line Road/University Boulevard) are being proposed to provide direct access to the proposed Cordova Hills development in Sacramento County (east of Grant Line Road). In addition, Grant Line Road is part of the Capital Southeast Connector, which proposes grade-separated interchanges at Douglas Road, Chrysanthy Boulevard, University Boulevard, Kiefer Boulevard, and SR 16, but no access at North Loop Road. Both of these access concepts are different than the City's General Plan.

The analysis and mitigation contained in the DEIR/DEIS is consistent with the City's General Plan and with implementation of the City's TDIF program. The TDIF includes widening of Grant Line Road and improvement of the intersections at Grant Line Road/Douglas Road, Grant Line Road/Chrysanthy Boulevard, Grant Line Road/Kiefer Boulevard, and Grant Line Road/SR 16. Payment of the TDIF program fees would cover the project's fair share obligation for improvements to the Grant Line corridor. Specific improvements would be identified by the City of Rancho Cordova Public Works Department through coordination with Sacramento County and the Capital Southeast Connector Joint Powers Authority.

THATCH-5

The comment questions the conclusions of the DEIR/DEIS regarding the cumulative impacts to the Grant Line Road/Chrysanthy Boulevard intersection, because no

mitigation has been required to improve the intersection to six lanes to accommodate SunCreek project traffic in the cumulative scenario.

See responses to comments THATCH-1 and THATCH-4.

THATCH-6

The comment states that the DEIR/DEIS does not analyze the project's cumulative impacts to Grant Line Road/North Loop Road and Grant Line Road/University Boulevard.

See response to comment THATCH-4.

THATCH-7

The comment states that mitigation in the DEIR/DEIS is incomplete because it would not require the project to fund various intersection improvements along Grant Line Road that would be necessary when that road is widened to six lanes.

See response to comment THATCH-4.

4 ERRATA

4.1 INTRODUCTION

This chapter shows revisions to the DEIR/DEIS, subsequent to the document's publication and public review. The revisions are presented in the order in which they appear in the DEIR/DEIS and are identified by page number in respective chapters. These revisions are shown as excerpts from the DEIR/DEIS, with strikethrough (~~strikethrough~~) text to indicate deletions and underlined (underlined) text to indicate additions.

4.2 REVISIONS TO THE DEIR/DEIS

CHAPTER 1, "INTRODUCTION AND STATEMENT OF PURPOSE AND NEED"

The third bullet point under the heading "1.7.1 Lead Agencies" on page 1-6 is hereby revised as follows:

- ▶ approval of ~~pre~~-zoning (for the participating landowners)

CHAPTER 2, "ALTERNATIVES"

The second bullet point on page 2-7 is hereby revised as follows:

- ▶ ~~pre~~-zoning of the SPA for the participating land owners,

The first paragraph on page 2-15 is hereby revised as follows:

Buildout of the Proposed Project would generate approximately 3,062 pupils in grades K (kindergarten)–12. Of this total, 1,661 pupils would be in grades K–~~56~~; 490 would be in grades ~~67~~–8; and 911 would be in grades 9–12 and continuation high school. EGUSD based these projections on the current land use designations and yield rates generated from similar types of development.

The last paragraph on page 2-49 under the heading "Electricity" is hereby revised as follows:

Electrical service would be provided by Sacramento Municipal Utility District (SMUD). All electrical lines less than 69 kilovolt (kV) would be routed underground within public utility easements outside the rights-of-way of on-site project streets. All electrical lines equal to 69kV will be routed overhead in an easement outside the rights-of-way of on-site project streets.

The text at the top of page 2-50 under the heading "Electricity" is hereby revised as follows:

2. Construction of a new substation ~~south of the SPA, but immediately adjacent to~~ within the southeast corner of the SunCreek SPA. This substation site could range from 0.5 to 0.75 acre. SMUD has indicated that a typical substation is approximately 150 x 150 feet.
4. Installation of a 69 kV electrical line along Kiefer Boulevard that would connect the existing 69 kV electrical line at Grant Line Road to the substation that would be constructed ~~at~~ within the southeast corner of the SunCreek SPA.

The text on page 2-57 under the heading "Electrical Facilities" is hereby revised as follows:

- ▶ **Substation.** A new electrical substation on a 1/2- to 3/4-acre parcel would be constructed ~~south of and immediately adjacent to~~ within the southeastern project boundary, and service to SunCreek would

also be provided from a new substation constructed within the Anatolia development north of the SPA. SMUD would be responsible for constructing these substations and providing any necessary CEQA or NEPA coverage.

- **Electrical Lines.** New 69kV electrical lines would be installed overhead along Kiefer Boulevard and Grant Line Road. Additional routes may be required depending upon where the new electrical substation is located. SMUD would be responsible for installing these lines and providing any necessary CEQA or NEPA coverage.

SECTION 3.2, “AIR QUALITY”

The first two paragraphs on page 3.2-9 are hereby revised as follows:

...taken by the Federal government do not undermine state or local efforts to achieve and maintain NAAQS. Before a Federal action is taken, it must be evaluated for conformity with the SIP. All reasonably foreseeable emissions, both direct and indirect, predicted to result from the action are taken into consideration and must be identified as to location and quantity. If it is found that the action would create emissions above *de minimis* threshold levels specified in EPA regulations, ~~or if the activity is considered regionally significant because its emissions exceed 10% of an area's total emissions,~~ the action cannot proceed unless mitigation measures are specified that would bring the project into conformance.

General conformity applies in both Federal nonattainment and maintenance areas. Within these areas, it applies to any Federal action not specifically exempted by the CAA or EPA regulations. Emissions from construction activities are also included. General conformity does not apply to projects or actions that are covered by the transportation conformity rule. If a Federal action falls under the general conformity rule, the Federal agency responsible for the action is responsible for making the conformity determination. ~~In some instances, a state will make the conformity determination under delegation from a Federal agency.~~ Private developers are not responsible for making a conformity determination, but can be directly affected by a determination. General conformity with respect to the project will be determined within the record of decision.

The text in the middle of page 3.2-13 is hereby revised as follows:

Federal 8-Hour Ozone (2008 NAAQS and 2010 Reconsideration)

On March 12, 2008, EPA strengthened its NAAQS for ground-level ozone, the primary component of smog. These changes will improve both public health protection and the protection of sensitive trees and plants. EPA revised the 8-hour “primary” ozone standard, designed to protect public health, to a level of 0.075 ppm. The previous standard, set in 1997, was 0.08 ppm.

EPA also strengthened the secondary 8-hour ozone standard to the level of 0.075 ppm making it identical to the revised primary standard. In addition, EPA changed the Air Quality Index (AQI) to reflect the new primary standard. The AQI is EPA’s color-coded tool designed for use by state and local authorities to inform the public about daily air pollution levels in their communities.

~~On January 6, 2010, EPA proposed to reconsider the~~ The 2008 NAAQS for ground-level ozone was confirmed, effective July 20, 2012, following a process where EPA considered whether to adjust these standards. ~~The proposed revisions are based on a reevaluation of the scientific evidence about ozone and its effects on people and the environment. EPA is proposing to strengthen the 8-hour “primary” ozone standard, designed to protect public health, to a level within the range of 0.060-0.070 ppm. EPA is also proposing to establish a distinct cumulative, seasonal “secondary” standard, designed to protect sensitive~~

~~vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas. EPA is proposing to set the level of the secondary standard within the range of 7-15 ppm-hours.~~

The last paragraph of text on page 3.2-44 is hereby revised as follows:

In order to determine whether conformity analysis is required, emissions of the action being considered are compared to “de minimis” thresholds that are established based on the severity of the nonattainment classification. The emissions considered are limited to those caused by the Federal action and over which the Federal agency will have control (40 CFR Section 51.852). For the SunCreek Specific Plan, this is limited to construction-related emissions. A conformity determination is required if emissions exceed de-minimis levels ~~or account for 10% or more of a nonattainment or maintenance area’s emissions inventory for the subject pollutant or precursor.~~ The following de minimis levels apply to the Proposed Project and the other four action alternatives: NO_x—25 tons per year; VOC/ROG—25 tons per year; and PM₁₀—100 tons per year (40 CFR Section 93.153). A single year of construction activity was modeled (see Appendix L). As shown in Table 3.2-10, the projected annual emissions for the Proposed Project and the other four action alternatives would not exceed de-minimis levels. This would be a **less-than-significant, direct** impact. **No indirect** impacts would occur. *[Similar]*

SECTION 3.3, “BIOLOGICAL RESOURCES”

The second paragraph on page 3.3-30 is hereby revised as follows:

Proposed South Sacramento County Habitat Conservation Plan

The SPA is located within the proposed South Sacramento County Habitat Conservation Plan (SSCHCP) area. The SSCHCP is intended to provide a regional approach to issues related to urban development, habitat conservation, and agricultural production, and open space planning. The SSCHCP would provide strategies to conserve habitat for ~~nine~~10 special-status plants and ~~42~~40 special-status wildlife species. ~~The conservation strategy has four components: conservation (habitat acquisition), restoration, enhancement, and a limited amount of avoidance and minimization. If adopted, it would serve as a multispecies, multihabitat conservation plan addressing the biological impacts of future urban development within the Urban Services Boundary (USB) in the southern portion of the County. The emphasis of the SSCHCP is to secure large, interconnected blocks of habitat that focus on protecting intact subwatersheds while minimizing edge effects and maximizing heterogeneity. Habitat losses within the USB would be offset primarily through the establishment of large preserves outside the USB, but three core preserves would be established within the USB and two satellite preserves would be established within the USB in the vicinity of the SPA. Habitat mitigation for impacts resulting from a particular project must take place on the same geological formation as the affected area. As currently conceived, land developers that convert habitat within the USB would pay a defined per-acre fee to mitigate impacts. These fees would be used to protect, restore, maintain, and monitor habitat. The process for developing the SSCHCP was initiated in 1992. The SSCHCP is currently undergoing environmental review and the best case estimate for completion and implementation is late 2011-early 2012 (McCormick, pers. comm., 2010). The SSHCP will be an agreement between state/federal wildlife and wetland regulators and local jurisdictions, which will allow land owners to engage in the "incidental take" of listed species (i.e., to destroy or degrade habitat) in return for conservation commitments from local jurisdictions. The options for securing these commitments are currently being developed and will be identified prior to the adoption of the SSHCP. The geographic scope of the SSHCP includes U.S. Highway 50 to the north, Interstate 5 to the west, the Sacramento County line with El Dorado and Amador Counties to the east, and San Joaquin County to the south. The Study Area excludes the City of Sacramento, the City of Folsom and Folsom’s Sphere of Influence, the Sacramento-San Joaquin Delta, and the Sacramento County community of Rancho Murieta. Sacramento County is partnering with the incorporated cities of Rancho Cordova, Galt, and Elk Grove as well as the Sacramento Regional County~~

Sanitation District and Sacramento County Water Agency to further advance the regional planning goals of the SSHCP. (Sacramento County 2010.) At this time, the SSCHCP is in draft form and still being developed. Since the SSCHCP is still being drafted, it would be premature to attempt to analyze the project's consistency with the SSCHCP. Also, since it is not an adopted plan, the project's consistency is not required to be analyzed under CEQA or NEPA. Therefore, an analysis of the project's consistency with the SSCHCP is not included in this EIR/EIS.

The name of the SMUD facility in Table 3.3-5 on page 3.3-39 is hereby revised as follows:

SMUD <u>Nature</u>		Swainson's hawk foraging habitat	~1,140
<u>Preserve</u>	Sacramento	SMUD Vernal Pool Creation	25
Mitigation			
<u>Preserve-Bank</u>		Waters of the U.S. preservation	56

SECTION 3.8, "HAZARDS AND HAZARDOUS MATERIALS"

The text at the bottom of page 3.8-3 and the top of page 3.8-4 related to "Polychlorinated Biphenyls" is hereby revised as follows:

In 1979, SMUD discontinued the purchase of PCB-containing transformers and removed them from its existing inventory. Sites developed after 1979 generally received PCB-free transformers as part of the electrical service provided by SMUD. Some newer transformers are tagged "Non-PCB" with respect to PCB content. However, many transformers within the SPA likely predate 1979, and are not tagged regarding PCB content. No privately-owned transformers were observed within the SPA during field visits by WKA. No obvious evidence of transformer leakage was observed at accessible sites within the SPA (WKA 1999). SMUD has indicated that its phase assessments associated with PCBs are for SMUD's purpose of remedial and mitigation activities to protect food, feed stock, habitats, water ways, human health, and the environment. SMUD has also indicated that if transformers are not tagged "Non-PCB," SMUD will sample for PCBs once the transformer is removed from the field location and will transport and dispose of all PCBs in accordance with Federal and state regulations.

The text of the second paragraph on page 3.8-4 is hereby revised as follows:

The mosquito population in the Sacramento Valley is most active ~~in the spring and early summer~~ during the warmer months of early spring to mid-fall. The female mosquito needs blood in order to produce eggs. Hosts that can supply blood include reptiles, amphibians, mammals, birds, and humans. All mosquito species are potential vectors of organisms that can cause disease to pets, domestic animals, wildlife, or humans.

The text of the fourth bullet point of Mitigation Measure 3.8-1 on page 3.8-11 is hereby deleted:

- ~~► Obtain an assessment conducted by SMUD pertaining to the contents of any existing pole-mounted transformers that would be relocated or removed as part of project implementation. The assessment shall determine whether existing on-site electrical transformers contain PCBs and whether there are any records of spills from such equipment. If equipment containing PCB is identified, the maintenance and/or disposal of the transformer shall be subject to the regulations of the Toxic Substances Control Act.~~

SECTION 3.10, “LAND USE AND AGRICULTURAL RESOURCES”

The fourth paragraph on page 3.10-1 is hereby revised as follows:

Land in Rancho Cordova south of U.S. 50 is in the process of urbanizing, and various residential, commercial, and mixed-use projects in the vicinity of the proposed SunCreek project are either in the planning process, under environmental review, have been approved, or are under construction. Adjacent land uses include the Anatolia III development, which has been partially constructed, but is still under construction to the west; and vacant land to the north, east, and south. Other nearby land uses include Kiefer Landfill, located approximately 1 mile southeast of the SPA, and the Sacramento Rendering Company, which is located southwest of the SPA at the intersection of Sunrise Boulevard and Kiefer Boulevard (see Section 3.2, “Air Quality” for additional details about these facilities). Mather Airport (formerly Mather Air Force Base) is located approximately 3.5 miles northwest of the SPA. There are no designated airport land use zones that overlap with the SPA.

SECTION 3.11 “NOISE”

The text of Mitigation Measure 3.11-5 on pages 3.11-35 and 3.11-36 is hereby revised as follows:

Mitigation Measure 3.11-5: Implement Measures to Improve Land Use Compatibility with Noise Sources.

To meet City noise standards set forth in the City General Plan and Noise Ordinance and improve compatibility between project land uses and noise sources, the project applicants for any particular discretionary development application for all project phases shall implement the following:

- ▶ Obtain the services of a qualified acoustical consultant to develop noise attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will provide a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms).
- ▶ When a project alternative is adopted, and prior to the submittal of small-lot tentative subdivision maps and improvement plans, the project applicants shall conduct a site-specific acoustical analysis to determine predicted roadway noise impacts attributable to the project, taking into account site-specific conditions (e.g., site design, location of structures, building characteristics). The acoustical analysis shall evaluate stationary- and mobile-source noise attributable to the proposed use or uses and impacts on nearby noise-sensitive land uses, in accordance with adopted City noise standards. For any noise impacts identified in the acoustical analysis that would be greater than City noise standards, the project applicant shall submit a noise reduction plan to reduce any identified impacts above adopted City noise standards. The noise reduction plan shall be reviewed and approved by the City and its implementation shall be required as a condition of approval of tentative maps or improvement plans. Feasible measures to be included in the noise reduction plan to reduce project-related noise impacts may include, but are not limited to, the following:
 - limiting noise-generating operational activities associated with proposed commercial land uses, including truck deliveries;
 - construction of exterior sound walls;
 - use of “quiet pavement” (e.g., rubberized asphalt) construction methods; or

- use of increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; exterior wall insulation); and
 - installation of noise barriers ranging from 6 to 14 feet in height to reduce exterior noise levels to the normally acceptable noise standard of 60 dBA CNEL at noise-sensitive locations. Noise barriers in excess of 10 feet may not be considered desirable or feasible.
- As part of the acoustical analysis, the information submitted by the Sacramento County Airport System regarding the potential for aircraft overflights at altitudes less than 3,000 feet over the SPA shall be used to determine the type and amount of noise insulation that would be necessary to reduce the interior noise levels in all residential dwellings to a level that does not exceed 45 dB CNEL with windows closed, in all habitable rooms. The insulation requirements shall be included in the noise reduction plan referenced above and shall be submitted to the City for review and approval. The insulation requirements determined by the acoustical engineer in order to achieve this sound level shall be implemented by the project applicants in all residential dwellings that are constructed within the SPA.
- Where exterior noise barrier heights are not feasible, the City may, at its discretion, require the project applicant to instead achieve the conditionally-acceptable noise level of 65-dBA CNEL at noise-sensitive locations, provided that interior noise levels are in compliance with the City's 45-dBA L_{dn} interior noise level standard. Noise barriers ranging from 6 to 10 feet in height would be required to reduce exterior noise levels to a conditionally acceptable level of 65-dBA CNEL at noise-sensitive locations relative to the corresponding roadway segment.

As an alternative to exterior noise barriers, site design may be taken into consideration to reduce noise levels within compliance of applicable noise standards. Where noise levels require sound walls in excess of a desirable height deemed by the City, residential areas may be redesigned so that houses front the noise source. For example, fronting the residences to the noise source would achieve a 5-dBA to 8-dBA reduction in traffic noise levels due to shielding provided by the intervening residential building facade at the outdoor activity area. Another alternative would be to increase minimum setback distances from the noise source.

SECTION 3.14, "PUBLIC SERVICES"

The first paragraph under "Public Schools" on page 3.14-3 is hereby revised as follows:

The SPA is located within the Elk Grove Unified School District (EGUSD) boundary. EGUSD is the fifth largest school district in California and the largest in northern California. Located in southern and eastern Sacramento County, EGUSD covers 320 square miles and has been in existence for over ~~41~~ 53 years.

The fifth sentence in the first paragraph under "Public Schools" on page 3.14-3 is hereby revised as follows

In addition to the schools listed above, EGUSD has approximately ~~several~~ nine future elementary school sites and two future combined middle school/high school sites planned in the Sunrise-Douglas area, with opening dates to be determined, based on market conditions and associated student generation.

The first sentence of the second paragraph on page 3.14-3 is hereby revised as follows:

As shown on the EGUSD 2010-2011 school attendance boundaries map, students living in the SPA in early stages of project development, before the proposed on-site schools are constructed, ~~would~~ may attend Sunrise Elementary School, Katherine Albani Middle School, and Pleasant Grove High School (EGUSD 2010a).

The information shown in Table 3.14-1 on page 3.14-3 is hereby revised as follows:

Table 3.14-1 Elk Grove Unified School District Enrollment, 2010–2011				
School Name	Grade	Current Enrollment	State Standard Capacity	Estimated Remaining Capacity
Sunrise Elementary School	K– 56	738	850	112
Katherine Albiani Middle School	67 –8	1,380	1,450	70
Pleasant Grove High School	9–12	2,453	2,650	197
Note: Student enrollment in the district changes daily as more students enroll and others leave; therefore, this table does not necessarily reflect exact current enrollment. Sources: EGUSD 2010a, 2010b, 2010c, 2010d, 2011; Williams, pers. comm., 2010				

The text of the third paragraph under “Public Schools” on page 3.14-3 is hereby revised as follows:

Sunrise Elementary is located at 11821 Cobble Brook Drive, approximately 2.6 miles north of the SPA, and serves elementary school students in grades K–~~56~~.

The text of the fourth paragraph under “Public Schools” on page 3.14-3 is hereby revised as follows:

Katherine Albiani Middle School is located at 9140 Bradshaw Road, approximately 9.6 miles southwest of the SPA, and serves students in grades ~~67~~–8.

The text of the No Project analysis under Impact 3.14-5 (page 3.14-13) is hereby revised as follows:

Under the No Project Alternative, no project-related development would occur and there would be no residential land uses that would generate elementary school students (grades K–~~56~~). Therefore, **no direct** or **indirect** impacts on elementary school facilities and services would occur. *[Lesser]*

The fourth sentence in the second paragraph of text under Impact 3.14-5 (page 3.14-13) is hereby revised as follows:

The number of new elementary school students (grades K–~~56~~) that would be generated under the Proposed Project and the other four action alternatives were calculated based on the EGUSD’s student-yield generation rate shown in Table 3.14-2 and are summarized in Table 3.14-3.

The second paragraph on the top of page 3.14-14 is hereby revised as follows:

~~Because the project applicant would pay state mandated school impact fees and would construct on-site elementary schools sufficient to serve the SPA, In 1998, Senate Bill 50 instituted a school facility funding program that mitigates the direct impact of new construction on school districts using a combination of developer school impact fees and state funding. Therefore,~~ implementation of the No USACE Permit, Proposed Project, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives would have a **less-than-significant, direct** impact on elementary school services. The **indirect** impacts of constructing these facilities are addressed throughout this DEIR/DEIS in connection with discussions of the impacts of overall site development. *[Similar]*

All text on page 3.14-14 under Impact 3.14-6 that relates to the middle school grade range is hereby revised as follows:

Impact 3.14-6 Increased Demand for Public Middle and High School Facilities and Services. *Project implementation would increase demand for middle schools (grades 6–8) and high schools (grades 9–12) to serve the project.*

NP

Under the No Project Alternative, no project-related development would occur and there would be no residential land uses that would generate middle school (grades 6–8) or high school students (grades 9–12).

NCP

Based on student-yield generation rates shown in Table 3.14-3, implementation of the No USACE Permit Alternative would generate approximately 474 new middle school students (grades 6–8) and approximately 883 new high school students (grades 9–12) at buildout..

PP, BIM, CS, ID

The number of new middle school students (grades 6–8) and the number of new high school students (grades 9–12) that would be generated under each action alternative were calculated based on the EGUSD's student-yield generation rate shown in Table 3.14-2 and are summarized in Table 3.14-4.

The fourth paragraph on page 3.14-15 is hereby revised as follows:

~~Because the project applicant would pay state-mandated school impact fees and would construct a middle school/high school sufficient to meet project needs, In 1998, Senate Bill 50 instituted a school facility funding program that mitigates the direct impact of new construction on school districts using a combination of developer school impact fees and state funding. Therefore, implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives would have a less-than-significant, direct impact on school services. The indirect impacts of constructing these facilities are addressed throughout this DEIR/DEIS in connection with discussions of the impacts of overall site development. [Similar]~~

SECTION 3.15, "TRAFFIC AND TRANSPORTATION"

The text of Mitigation Measure 3.15-4ss on page 3.15-106 is hereby revised as follows:

Mitigation Measure 3.15-4ss: Participate in Improvements to Grant Line Road between White Rock Road and Douglas Road (Roadway Segment 24).

Improvements must be made to ensure that Grant Line Road operates at an acceptable LOS between White Rock Road and Douglas Road; specifically, this roadway segment should be widened to ~~four~~ six lanes. This mitigation is consistent with the City's Circulation Element, which identifies Grant Line Road as a six-lane roadway. Improvements beyond this mitigation are identified in the City's Circulation Element; specifically, Grant Line Road is identified as a six-lane expressway. However, full funding of this improvement has not been identified.

The text of Mitigation Measure 3.15-4tt on page 3.15-107 is hereby revised as follows:

Mitigation Measure 3.15-4tt: Participate in Improvements to Grant Line Road between Douglas Road and State Route 16 (Roadway Segment 25).

To ensure that Grant Line Road operates at an acceptable LOS D or better between Douglas Road and SR 16, this roadway segment should be widened to six lanes.

Implementation: Project Applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and Sacramento County

Implementation of Mitigation Measure 3.15-4tt would reduce the significant impact on Roadway Segment 25 from the No USACE Permit, Proposed Project, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives under cumulative (2032) conditions ~~to a less-than-significant level~~, by allowing this roadway segment to operate at an acceptable LOS D or better. However, the identified improvement would fall partially under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements. Given these conditions, this impact is considered **significant and unavoidable**. If the County cooperates in allowing the identified improvement to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

SECTION 3.16, “UTILITIES AND SERVICE SYSTEMS”

The text at the bottom of page 3.16-7 and the top of page 3.16-8 is hereby revised as follows:

California Public Utilities Commission Decision 95-08-038

~~The California Public Utilities Commission (CPUC) Decision 95-08-038 contains the rules for the planning and construction of new transmission facilities, distribution facilities, and substations. The decision requires permits for the construction of certain power line facilities or substations if the voltages would exceed 50 kV or if the substation would require the acquisition of land or an increase in voltage rating above 50 kV. Distribution lines and substations with voltages less than 50 kV do not need to comply with this decision; however, the utility must obtain any nondiscretionary local permits required for the construction and operation of these projects. CEQA compliance is required for construction of facilities constructed in accordance with the decision. The California Public Utilities Commission (CPUC) regulates the design, installation, and management of California’s public utilities, including electric, natural gas, water, transportation, and telecommunications. The CPUC also provides consumer programs and information, such as energy efficiency, low income programs, demand response, and California solar initiative for California’s energy consumers. The CPUC oversees almost all large utility construction projects and provides approval of other types of utility activity that might have a significant impact on the environment. The CPUC must comply with the requirements of CEQA when it approves any requested utility action that may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.~~

The bullet points in the second paragraph on page 3.16-19 are hereby revised as follows:

- Use of a substation that SMUD already plans to build at the northwest intersection of Village Way and Rancho Cordova Parkway (within the Anatolia III Specific Plan).

- ▶ Construction of a new substation ~~south of~~ within the SPA, ~~but immediately adjacent to~~ at the southeast corner ~~of the SPA~~. This substation site could range from 0.5 to 0.75 acre. SMUD has indicated that a typical substation is approximately 150 x 150 feet.
- ▶ Installation of a 69-kV electrical line along Grant Line Road from Kiefer Boulevard to Douglas Road.
- ▶ Installation of a 69-kV electrical line along Kiefer Boulevard that would connect the existing 69-kV electrical line at Grant Line Road to the substation that would be constructed ~~at~~ within the southeast corner of the SPA.

The text of the first full paragraph on page 3.16-20 is hereby revised as follows:

PP, ID

As shown on Table 3.16-6, buildout of the Proposed Project and Increased Development Alternatives would increase in electrical demand in the SMUD service area by 65.3 and 59.3 GWh per year, respectively, which would account for less than 1% of the total electrical demand in the SMUD service area (i.e., 39 MVA for the Proposed Project Alternative). Therefore, the increase in demand for electricity would not be substantial in relation to existing electrical consumption in SMUD's service area.

CHAPTER 4.0, "OTHER STATUTORY REQUIREMENTS"

The last sentence of the first paragraph on page 4.8, under the heading "Public Services," is hereby revised as follows:

The EGUSD has approximately ~~nine~~ 10 elementary school sites and two middle school/high school sites planned in the Sunrise-Douglas area, which includes those proposed in the SPA, with opening dates to be determined based on market conditions and associated student generation.

The first full paragraph on page 4-9 is hereby revised as follows:

The SPA is located within the Sunrise Douglas Community Plan area in the city limits of the City of Rancho Cordova and is generally undeveloped and sporadically used for dry land farming and grazing on spring grasses. Under existing conditions, adjacent land uses to the SPA include the Anatolia III development to the west, which has been partially constructed, but is still under construction, and vacant land to the north, east, and south. Other nearby land uses include Kiefer Landfill, located approximately 1 mile southeast of the SPA, and the Sacramento Rendering Company, which is located southwest of the SPA at the intersection of Sunrise Boulevard and Kiefer Boulevard. Mather Airport (formerly Mather AFB) is located approximately 3.5 miles northwest of the SPA.

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APPENDIX A

Hydrologic Modeling of SunCreek Specific Plan, Analysis of Impacts to
Groundwater Flow Direction and Gradients

Hydrologic Modeling of SunCreek Specific Plan Analysis of Impacts to Groundwater Flow Direction and Gradients

Prepared for:

LENNAR®



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ACRONYMS AND ABBREVIATIONS

AC&W	Aircraft Control and Warning
AFY	acre-feet per year
Aerojet Site	Aerojet General Corporation Superfund Site
cfs	cubic feet per second
DTSC	California Environmental Protection Agency Department of Toxic Substances Control
EPA	United States Environmental Protection Agency
GET	Groundwater Extraction and Treatment
IGSM	Integrated Groundwater and Surface Water Model
IRCTS	Inactive Rancho Cordova Test Site
Mather	Former Mather Air Force Base
MBSA	Main Base/Strategic Air Command Area
mgd	million gallon(s) per day
MWS	<i>The Water Master Study for the SunCreek Specific Plan</i>
NDMA	n-nitrosodimethylamine
NSA	North Service Area
OU	Operable Unit
RWQCB	Central Valley Regional Water Quality Control Board
SacIWRM	Sacramento Area Integrated Water Resources Model
SCWA	Sacramento County Water Agency
TM2	<i>Technical Memorandum No. 2, Groundwater Specific Demands, Sun Creek Specific Plan</i>
WSIP	Water System Infrastructure Plan
WTP	Water treatment plant

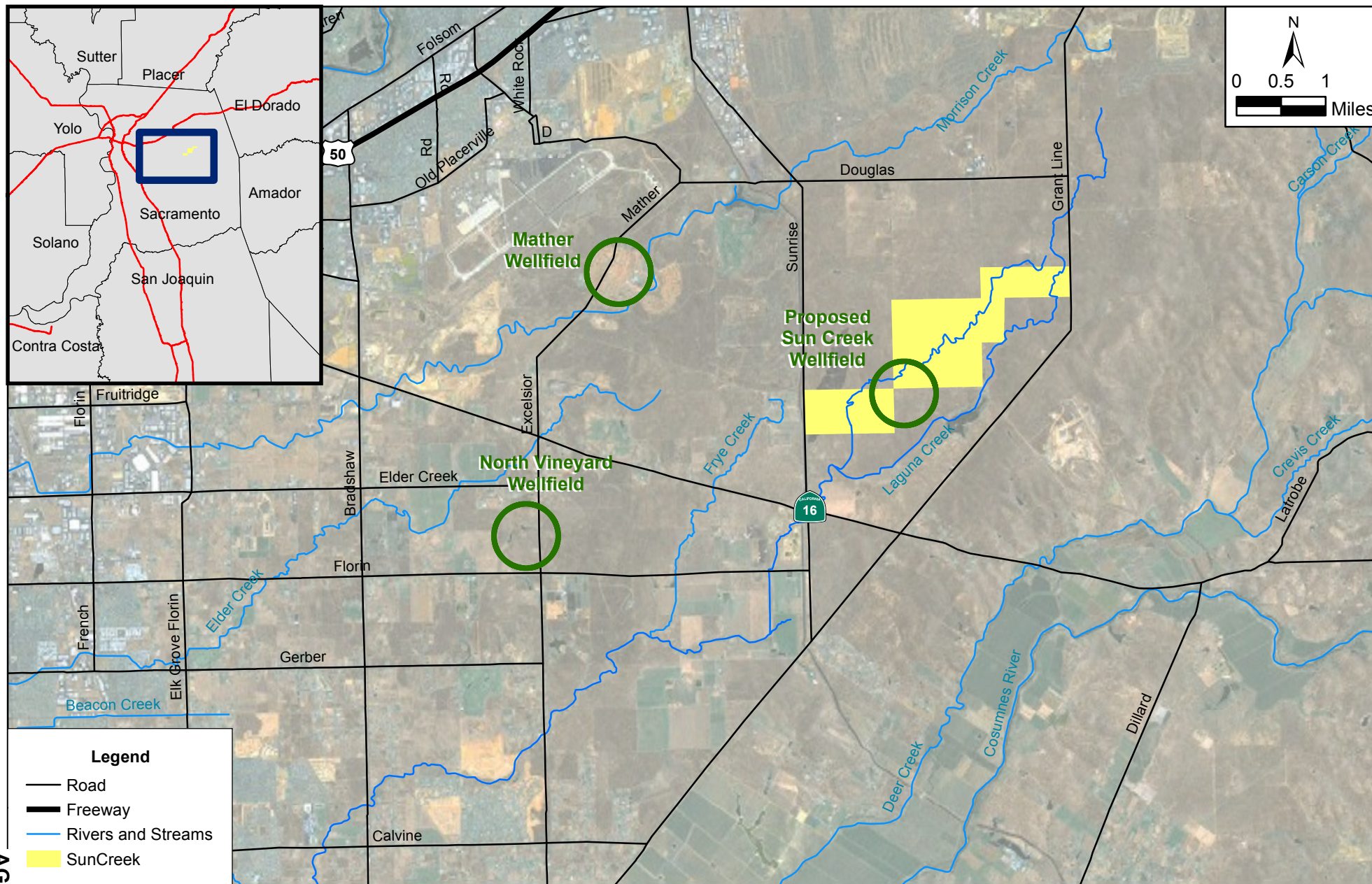
SECTION 1

INTRODUCTION

The SunCreek Specific Plan covers 1,264 acres in eastern Sacramento County, as shown in Figure 1-1. The Specific Plan is located within the North Service Area (NSA) of Sacramento County Water Agency's (SCWA) Zone 40 Service Area. Hydrologic modeling analysis of the proposed project and four land use alternatives (for a total of five land use alternatives) was performed under the Delayed NSA Pipeline Construction water supply scenario utilizing the Sacramento Area Integrated Water Resources Model (SacIWRM).

This modeling was used to estimate project impacts on groundwater flow direction and gradients at regional contamination sites.

This section contains a brief introduction to the project. Section 2 describes the regional contaminated sites. Section 3 contains information on the groundwater model and the model baselines used in the analysis. The development and definitions of the simulated scenarios are presented in Section 4. The impacts of the proposed project and the four land use alternatives on groundwater flow gradient and direction are presented in Section 5. Section 6 presents the references.



SECTION 2

REGIONAL CONTAMINATED SITES

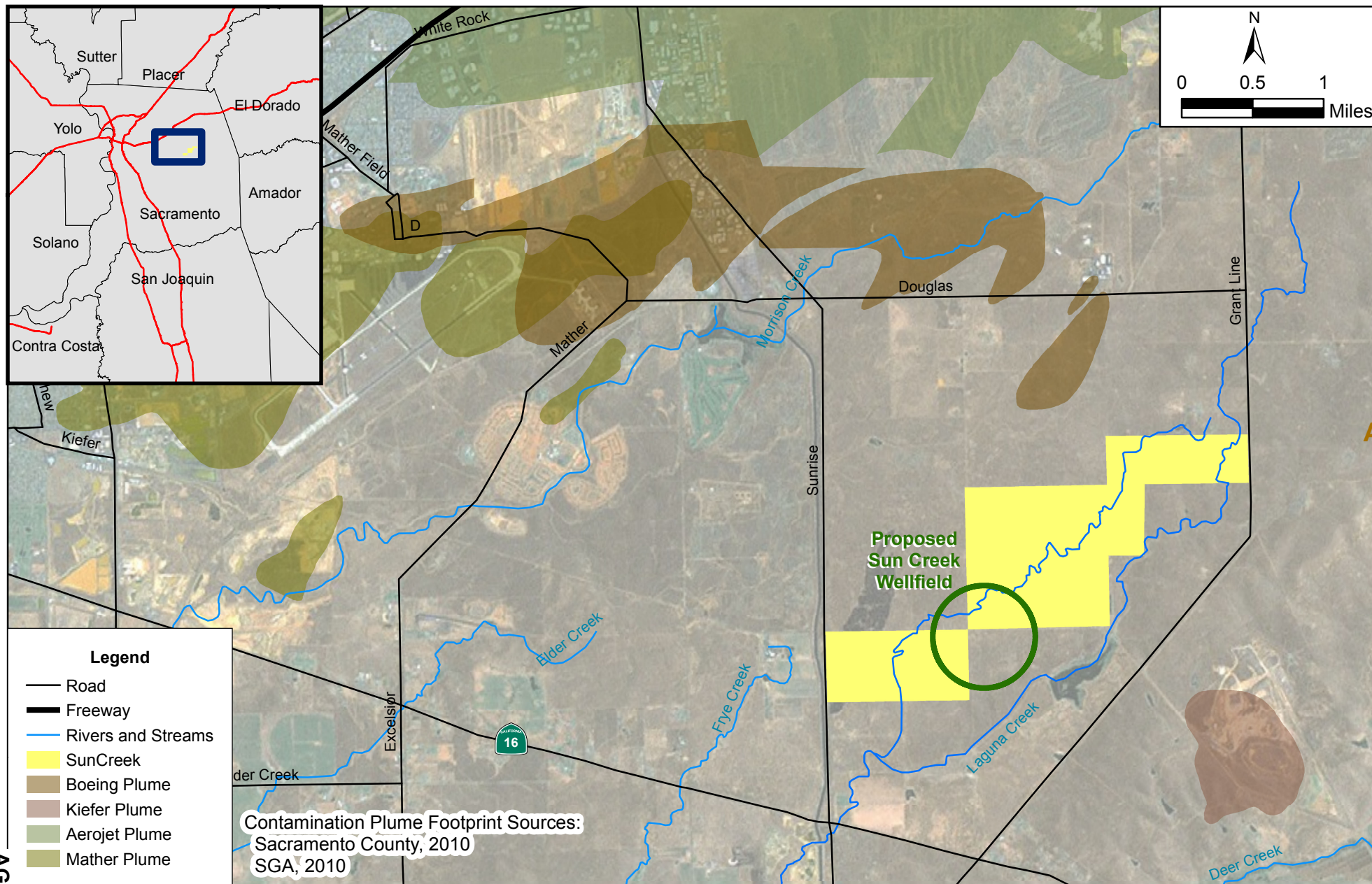
SunCreek is located near several regionally significant contaminated sites. These sites are:

- Aerojet General Corporation Superfund Site (Aerojet Site)
- Inactive Rancho Cordova Test Site (Boeing Site)
- Kiefer Landfill
- Former Mather Air Force Base

Additionally, a search was performed to identify nearby sites of Leaking Underground Storage Tanks (within a distance of 3 miles from the SunCreek site). A review of data on the State Water Resources Control Board's GeoTracker database (California State Water Resources Control Board, 2013) indicated only one nearby open site: Rana Sunrise Inc. (Former Shell Station) (T10000001538). Further investigation indicated that the GeoTracker database contained the incorrect latitude and longitude coordinates for the facility, which is located north of U.S. Highway 50 at the intersection of Sunrise Boulevard and Zinfandel Drive. Thus, no open Leaking Underground Storage Tanks sites were identified in GeoTracker within a distance of 3 miles from the SunCreek site.

The plumes of the regionally significant contaminated sites are shown on Figure 2-1; information on the nature and movement of the plumes are provided in the subsections below.

The modeling performed for this study analyzed the potential impacts of the proposed SunCreek development on the regional flow direction and gradient in the vicinity of these plumes.



AEROJET GENERAL CORPORATION SUPERFUND SITE

The following provides a brief summary of the background of groundwater contamination at the Aerojet General Corporation Superfund Site and the status of plume migration. This information is summarized based on the following documents: *Aerojet General Corporation Superfund Site* (United States Environmental Protection Agency, 2006) and *EPA Selects Cleanup Plan for Operable Unit 5 of the Aerojet General Corporation Superfund Site* (United States Environmental Protection Agency, 2011).

BACKGROUND

The Aerojet General Corporation Superfund Site covers 8,500 acres (this number includes the carved out property to be used for development) near Rancho Cordova, 15 miles east of Sacramento. Since 1953, Aerojet and its subsidiaries have manufactured liquid and solid propellant rocket engines for military and commercial applications. In this process, they have formulated a number of chemicals, including rocket propellant agents and agricultural, pharmaceutical, and other industrial chemicals. Cordova Chemical Company (1974-1979) and Aerojet disposed of unknown quantities of hazardous waste chemicals. Some wastes were disposed of in surface impoundments, landfills, deep injection wells or leachate fields or by open burning. In addition, underlying most of the site are extensive 40-100 feet-deep dredge tailings, remnants of past gold mining operations.

Under the oversight of the California Environmental Protection Agency Department of Toxic Substances Control (DTSC) and the Central Valley Regional Water Quality Control Board (RWQCB), the Aerojet General Corporation began investigating the nature and extent of groundwater and soil contamination throughout the site in 1979. In 1981, the United States Environmental Protection Agency (EPA) proposed the site for inclusion on the National Priorities List. The site was placed on the list in 1983. The National Priorities List is a national inventory of hazardous waste sites that are eligible for cleanup under federal Superfund law.

In 1979, volatile organic compounds were found off-site in private wells. volatile organic compounds were also found in the American River in 1983. Aerojet submitted recommendations for control of groundwater contamination north of the American River in 2004. EPA directed Aerojet to install more monitoring wells to better define the plume.

Between 1983 and 1987, Aerojet installed five groundwater extraction and treatment (GET) facilities (GETs A, B, D, E and F) primarily to prevent further movement of volatile organic compounds off the property. The American River groundwater extraction and treatment system was added in 1998 and GETs E and F were combined in 1999 and expanded in 2002. Each GET facility consists of a series of extraction wells to intercept the contaminant plume and a groundwater treatment system to remove the contamination. The treated water is either injected

back into the aquifer, discharged to land for recharge into the ground, or discharged to surface water bodies that flow to the American River.

Perchlorate, a component of solid rocket fuel, was found in drinking water wells off-site at levels above the provisional health based standard in January 1997.

In 2001, EPA, DTSC and RWQCB sought public comment to modify their legal agreement with Aerojet called a partial consent decree. This modification included dividing the site into different areas called operable units (OUs) to help speed up the cleanup. The partial consent decree modification was completed in 2002. The cleanup approach for the Aerojet site under the modified partial consent decree is to control groundwater contamination moving across the facility boundary with two OUs (Western Groundwater OU and Perimeter Groundwater OU).

In 2003, analysis revealed that a portion of the groundwater just north of the American River in Carmichael is contaminated with n-nitrosodimethylamine (NDMA). (United States Environmental Protection Agency, 2006)

PLUME MIGRATION

Implementation of a cleanup action for OU-5, in conjunction with the existing OU-3 cleanup to the west and other state enforcement actions to the south will fully contain groundwater contamination around the boundary of the Aerojet Site. The OU-5 cleanup decision is to complete a system to pump groundwater at the outer edge of the contaminated area to prevent further spread of contaminated groundwater. This system will be improved by pumping additional water from more heavily contaminated areas near the Aerojet property. EPA considers this an interim groundwater remedy since final cleanup relies on eliminating source areas to be addressed in future OUs. Together, the containment actions at OU-3 and OU-5 will pump and treat over 20 million gallons of contaminated groundwater every day to prevent the loss of additional drinking water supplies in a populated area dependent on groundwater supplies. (United States Environmental Protection Agency, 2011)

BOEING (INACTIVE RANCHO CORDOVA TEST SITE)

The following provides a brief summary of the background of groundwater contamination at the Boeing Site, also known as the Inactive Rancho Cordova Test Site (IRCTS), and the status of plume migration. This information is summarized based on the following documents: *Fact Sheet: DTSC Proposes Groundwater Cleanup at the Inactive Rancho Cordova Test Site* (California Department of Toxic Substances Control, 2005) and *2011 Annual Groundwater Monitoring Report, Inactive Rancho Cordova Test Site, Rancho Cordova, California* (The Boeing Corporation and Aerojet-General Corporation, 2012).

BACKGROUND

McDonnell Douglas Corporation, now owned by The Boeing Company, and the Aerojet General Corporation used the IRCTS between 1956 and 1969. Among other aerospace related activities, McDonnell Douglas Corporation tested solidrocket motors and liquid rocket engines in three areas on the south half of the IRCTS. Two of these areas, the Administration Area (now Security Park) and the Alpha/IOC-1 Complex are sources for solvents found in groundwater below the IRCTS. The Alpha/IOC-1 Complex has been identified as the source for perchlorate in groundwater below the south half of the IRCTS.

The Administration Area occupies about 70 acres within the southeastern portion of the IRCTS and was developed in phases beginning in 1956 with the construction of a Modification Hanger for the Thor rocket program. Beginning in 1959 this area was used to support the Saturn manned-space vehicle program up to 1969. From 1977 to 1984, McDonnell Douglas Corporation leased or sold portions of the former Administration Area.

The Alpha/IOC-1 Complex is about 45 acres within the southeastern section of the IRCTS. McDonnell Douglas Corporation built two test stands and used them from 1956 to 1969 to test rockets.

The Kappa/Gamma Complex is about 33 acres on the eastern side of the IRCTS and was used by McDonnell Douglas Corporation and Aerojet to evaluate the launch procedures for the Thor missile under simulated adverse weather conditions and to test rocket systems and fuels. The last tests at Kappa/Gamma occurred about 1969. (California Department of Toxic Substances Control, 2005)

PLUME MIGRATION

Active regional groundwater remedies currently in operation for the IRCTS include the Mather GET HB system and the Southern Groundwater Study Area GET system. The DTSC concluded in a letter dated July 27, 2011 that the Mather GET HB system and the Southern Groundwater Study Area GET system are operating properly and are effective at capturing and treating contaminant plumes at the sites. (The Boeing Corporation and Aerojet-General Corporation, 2012)

KIEFER LANDFILL

The following provides a brief summary of the background of groundwater contamination at Kiefer Landfill and the status of plume migration. This information is summarized based on the following documents: *Public Hearing Concerning Renewal of Waste Discharge Requirements* (NPDES No. CA0083681) and *Time Schedule Order for County of Sacramento Public Works Agency Kiefer Landfill Groundwater Extraction and Treatment Plant, Sacramento County*

(California Regional Water Quality Control Board, Central Valley Region, 2007) and *Kiefer Landfill Groundwater Remediation Status* (County of Sacramento, Department of Waste Management and Recycling, 2011).

BACKGROUND

The County of Sacramento owns and operates the Kiefer Landfill, a Class III solid waste disposal facility, which includes an on-site groundwater extraction and treatment system. The landfill is at the intersection of Grant Line Road and Kiefer Boulevard, in the eastern portion of Sacramento County, about 15 miles east of the City of Sacramento. A 1987 Solid Wastewater Quality Assessment Test indicated that disposal operations at the landfill have resulted in contamination of groundwater with volatile organic compounds. The County of Sacramento has been directed to remediate the groundwater under an approved Correction Action Plan required under Cleanup and Abatement Order No. 91-725. The Correction Action Plan called for the extraction and treatment of the contaminated groundwater. Treated groundwater is discharged to Deer Creek, a water of the United States and a tributary to the Cosumnes River. (California Regional Water Quality Control Board, Central Valley Region, 2007)

Groundwater beneath the landfill is divided into three zones with depth: Zone A, Zone B, and Zone C. Groundwater contamination is 90% in Zone A and 0% in Zone C. Regional drinking water is drawn from Zone C. (County of Sacramento, Department of Waste Management and Recycling, 2011).

PLUME MIGRATION

The plume at Kiefer Landfill is contained and under hydraulic control (County of Sacramento, Department of Waste Management and Recycling, 2011).

FORMER MATHER AIR FORCE BASE

The following provides a brief summary of the background of groundwater contamination at the former Mather Air Force Base and the status of plume migration. This information is summarized based on the *Annual and Fourth Quarter 2011 Groundwater Monitoring Report* (URS Group, 2012).

BACKGROUND

Groundwater at the former Mather Air Force Base (Mather) and its vicinity is contaminated by chemicals used during routine operations at Mather between 1918 and 1993.

There are five areas of monitoring for groundwater contamination at Mather:

- AC&W (Aircraft Control and Warning) Site Plume: The AC&W Site Plume reportedly resulted from disposal of solvents in a waste disposal pipe or dry well from 1958 to 1966.
- Site 7 Plume: The source area for the Site 7 Plume was a gravel borrow pit used as a landfill into which waste was disposed from 1953 to approximately 1966. The borrow pit was reportedly used to dispose of petroleum, oil, and lubricant wastes, empty drums, sludge from plating shops, absorbent sand used for cleaning oil and solvent spills, and at least one load of transformer oil that may have contained polychlorinated biphenyls. The Site 7 groundwater extraction and treatment system operation has been interrupted three times since 1998 to accommodate mining and related reclamation activities (from July 1999 to May 2001, from July 2001 to March 2002, and from April 2003 to mid-December 2006). The extraction and groundwater treatment system resumed operation in December 2006 and has operated continually since then.
- Landfills and Northeast Plume: Sources of contamination include landfill disposal.
- MBSA (Main Base/Strategic Air Command Area) Plume: The commingled contaminant plume resulting from sources at several sites in this area is referred to as the MBSA Plume. Multiple source areas of contamination resulted from industrial activities, equipment maintenance, dry cleaning, and fuel storage and delivery.
- Off-base Area: The off-base area is identified as the portion of the MBSA and Site 7 Area plumes that have migrated beyond Mather property boundaries. The monitoring program referred to as “Off Base” is the monitoring of large water supply wells, selected nearby monitoring wells, and generally smaller privately owned supply wells in the vicinity of and downgradient from the plumes. The sampling of large supply wells and nearby monitoring wells is governed by the *Mather AFB Off-base Water Supply Contingency Plan*. (URS Group, 2012)

PLUME MIGRATION

Based on the plume distribution and estimated capture zones developed using potentiometric surface data from the fourth quarter of 2011, the plumes being treated by groundwater extraction are nearly completely captured. Of the 5 plumes being treated by groundwater extraction, 3 are 100 percent contained, one is 96 percent contained, and one is 93 percent contained. (URS Group, 2012)

SECTION 3

DESCRIPTION OF MODEL AND BASELINES

SACRAMENTO AREA INTEGRATED WATER RESOURCES MODEL

The SacIWRM was used to perform hydrologic modeling for this analysis. As an integrated hydrologic model, SacIWRM models both groundwater and surface water resources, including important surface water courses in the SunCreek area: Cosumnes River, Deer Creek, Morrison Creek, Laguna Creek, and the American River.

SacIWRM is a widely accepted integrated hydrologic model for the Sacramento County area. The model is based on the Integrated Groundwater and Surface Water Model (IGSM) and has been updated and enhanced over time. It has been used in numerous studies and investigations, including, among others:

- Sunrise Douglas analysis
- American River Basin Cooperating Agencies studies
- Zone 40 Water Supply Master Plan update
- Rio del Oro impacts study
- Aerojet analyses
- Studies along the Cosumnes River
- Regional contamination studies
- Regional groundwater banking analyses

The most recent recalibration of the SacIWRM in the central Sacramento County area occurred in mid-2008 (WRIME [now RMC], 2008).

In the area near SunCreek, the SacIWRM simulates the groundwater aquifer as three layers, representing shallow, intermediate, and deep groundwater. The layering is used by the model to better simulate the vertical gradients that develop due to low-conductivity beds and other natural causes of anisotropy in the aquifer system that result in greater horizontal groundwater flow than vertical groundwater flow. Near the North Vineyard Wellfield, Layer 1 is closest to the surface and is typically utilized by private wells for irrigation and domestic use. The Cosumnes River is underlain by Layer 1. In much of SunCreek and to the east of SunCreek, Layer 1 is unsaturated and Layer 2 is the only saturated aquifer layer present. Layer 2 is immediately below Layer 1, and is utilized by SCWA for the North Vineyard Wellfield. Schematic cross-sections of these layers are shown in Figure 3-1 and Figure 3-2, with the cross-section locations shown in Figure 3-3.

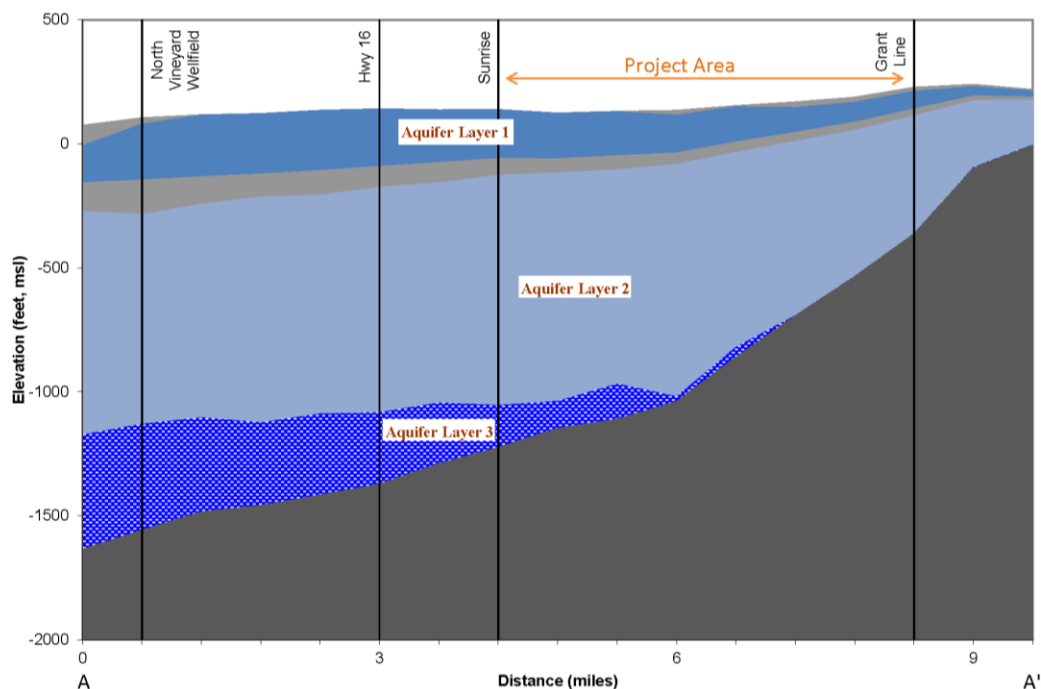


Figure 3-1 Schematic Cross-Section A - A'

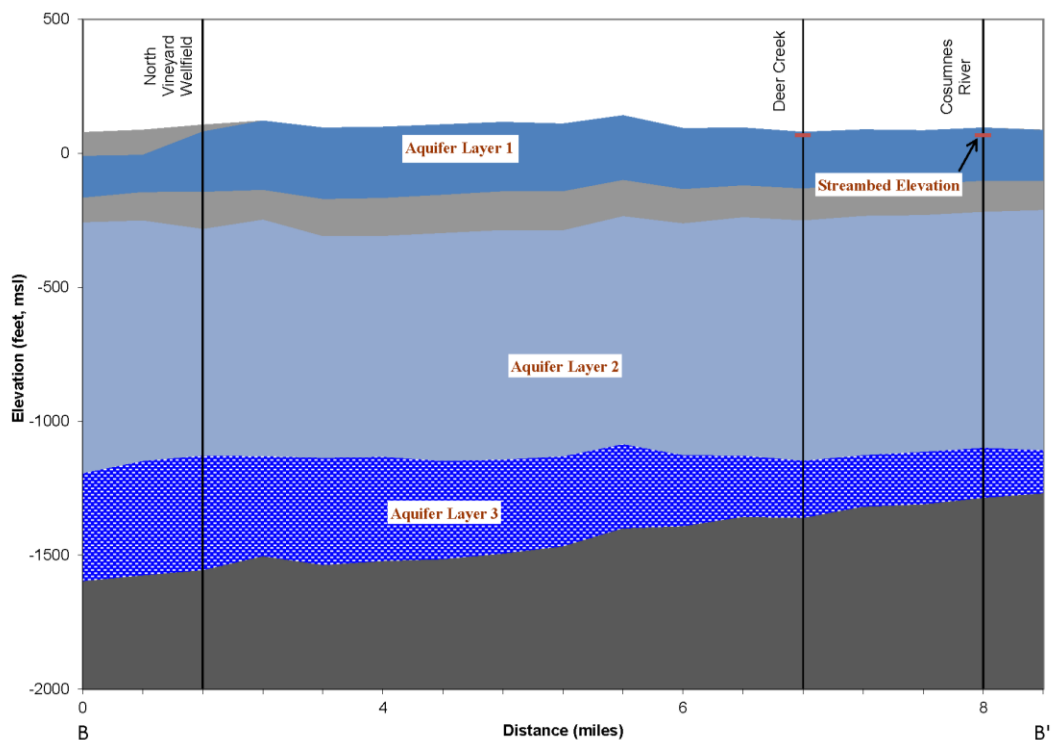
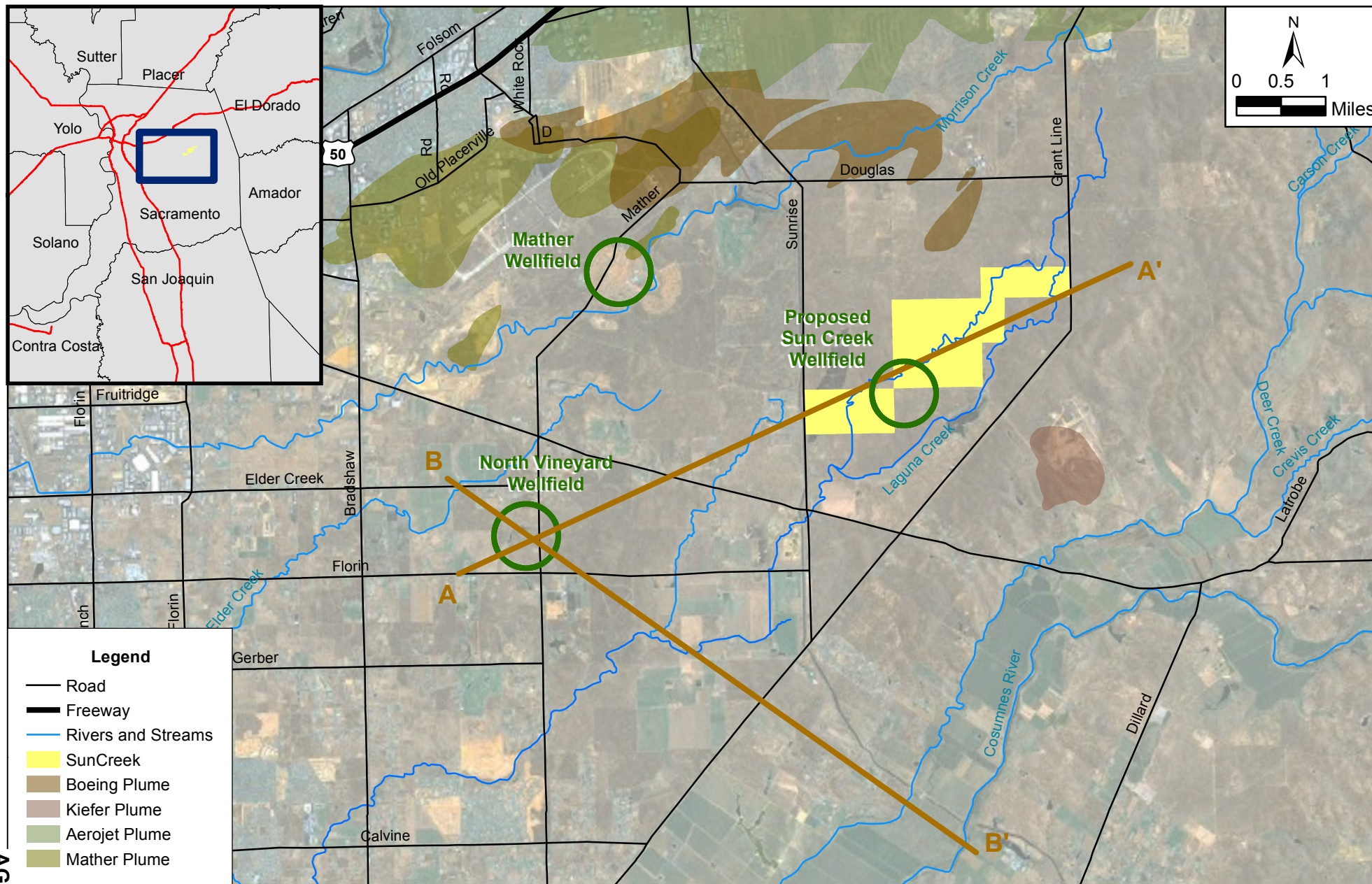


Figure 3-2 Schematic Cross-Section B - B'

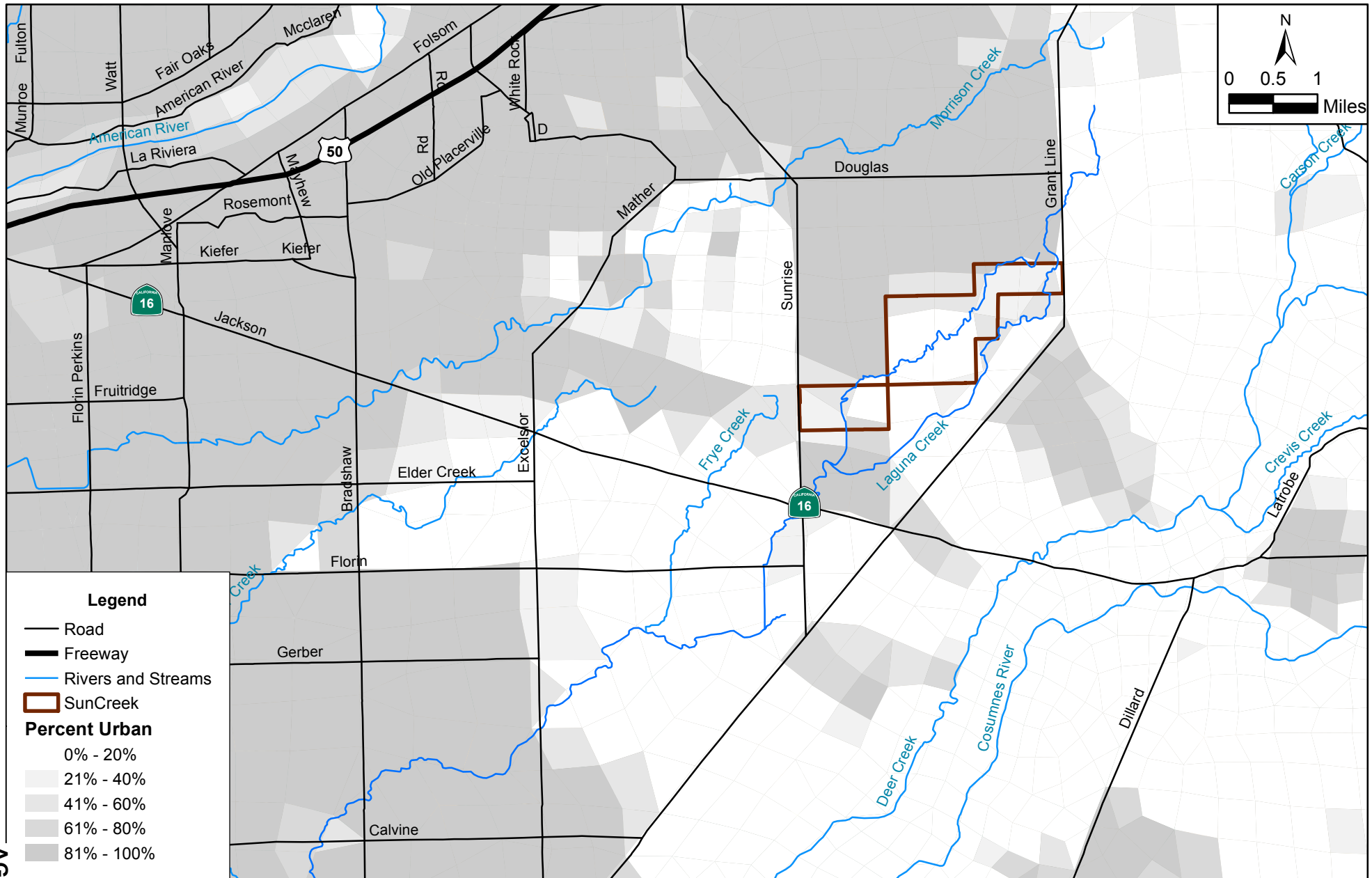


BASELINES

To model the project at the point of maximum impact, two development levels were selected: buildout and 2015 conditions. SunCreek buildout is projected by 2031 and represents the largest amount of impervious surfaces, resulting in precipitation being routed to storm sewers rather than to evapotranspiration, runoff, and aquifer recharge. The Future Conditions baseline is used for the analysis of buildout conditions at SunCreek. Year 2015 represents the end of Phase I of the water supply and the largest planned SunCreek demand while solely relying on groundwater (immediately prior to the completion of surface water conveyance infrastructure and the delivery of surface water). The selection of 2015 is considered conservative in that *Technical Memorandum No. 2, Groundwater Specific Demands, Sun Creek Specific Plan* (MacKay & Soms, 2011) (TM2) indicates surface water availability by 2013. Thus, the 2015 modeling includes higher demands and higher groundwater needs than is indicated in TM2. The 2015 baseline is used for the analysis of 2015 conditions at SunCreek. These two baselines are used for comparison to determine the incremental impacts of the project and land use alternatives at these critical stages of development and water supply.

FUTURE CONDITIONS BASELINE

The Future Conditions Baseline for this project is based on the most recent SacIWRM future conditions baseline, which was updated for the central portion of Sacramento County in the winter of 2008/2009. It includes information contained in the *Zone 40 Water Supply Master Plan* (Sacramento County Water Agency, 2005) and in the *Zone 40 Water System Infrastructure Plan* (WSIP) (Sacramento County Water Agency, 2006). The SacIWRM future conditions baseline was analyzed to ensure that the model represents the latest understanding of future conditions in the NSA. The urbanized area and total water demands were altered for use in this project to remove SunCreek, which was already factored into the future conditions baseline. Prior to removing SunCreek development from the future conditions baseline, demands matched the Zone 40 WSIP value of 32,982 acre-feet per year (AFY). After removing SunCreek development, NSA demands were reduced to 29,924 AFY. A map of the simulated urbanized area is shown in Figure 3-4 and a summary of water supply conditions is shown in Table 3-1.



Simulated Urbanized Area, Future Conditions Baseline

January 2013

Figure 3-4

Table 3-1
Summary of NSA Water Supply Conditions Under Future Conditions Baseline (AFY)

Item	Zone 40 WSIP		Future Conditions Baseline		Future Conditions Baseline With SunCreek Removed	
	<i>Dry Years</i>	<i>Wet Years</i>	<i>Dry Years</i>	<i>Wet Years</i>	<i>Dry Years</i>	<i>Wet Years</i>
NSA Total Water Demand	32,982	32,982	32,982	32,982	29,924	29,924
NSA Total Water Supply	33,750	37,500	32,982	32,982	29,924	29,924
Groundwater for Anatolia WTP	2,215	0	1,447	0	1,161	0
Groundwater for Mather WTP	0	0	0	0	0	0
Groundwater for SunCreek WTP	0	0	0	0	0	0
Surface Water Supplies	31,535	37,500	31,535	32,982	28,763	29,924

WTP = Water Treatment Plant

Confirmation of the future conditions baseline's water supply came from three primary sources:

- WSIP: Zone 40 Water System Infrastructure Plan (Sacramento County Water Agency, 2006)
- MWS: The Water Master Study for the SunCreek Specific Plan (Sacramento County Water Agency, 2008)
- TM2: Technical Memorandum No. 2, Groundwater Specific Demands, Sun Creek Specific Plan (MacKay & Somps, 2011)

NSA water demands are presented in TM2, based on 2009 and 2010 projections from the MWS, 2031 projections from the WSIP, and interpolation between those years. Water supply sources (groundwater and surface water treatment plants) are also developed in TM2 based on the information in the WSIP. These numbers, however, are Maximum Day Demands (developed to allow for the proper design of the water supply infrastructure). To determine Average Day Demands, the demand data may be divided by two. However, the operation of the water supplies to meet demands on an annual basis requires only a portion of the total supplies, which are designed to meet that Maximum Day Demand. The choice of supplies on a day-to-day basis is a function of policy and operational needs.

Section 4 of the WSIP presents the mix of NSA projected buildout surface water and groundwater supplies on an average annual basis for dry years and wet years:

- Dry years
 - 2,215 AFY groundwater
 - 31,535 AFY surface water

- Wet years
 - 0 AFY groundwater
 - 37,500 AFY surface water

Section 3 of the WSIP presents the NSA projected buildout demands on an average annual basis: 32,982 AFY. The Future Conditions Baseline matches this buildout demand, with an average annual demand of 32,982 AFY for the NSA prior to the removal of SunCreek from the baseline.

As total supply exceeds total demand in the WSIP, an assumption is applied that surface water supplies will be used prior to groundwater supplies. Thus, at buildout water demand and water supplies in the Future Conditions Baseline, surface water can provide all water to the NSA during wet years and must be supplemented with less than 2,000 AFY of groundwater in dry years, as shown in Table 3-1.

Although planning documents support a low level of pumping, modeling at buildout includes the planned groundwater facilities pumping at full capacity (Maximum Groundwater Usage Scenarios) to investigate impacts at this higher level of production.

2015 CONDITIONS BASELINE

The 2015 Conditions Baseline is based on the most recent SacIWRM existing conditions baseline. As with the future conditions baseline, the existing conditions baseline was most recently updated for the central portion of Sacramento County in the winter of 2008/2009 and includes information contained in the *Zone 40 Water Supply Master Plan* (Sacramento County Water Agency, 2005) and in the *Zone 40 Water System Infrastructure Plan* (Sacramento County Water Agency, 2006).

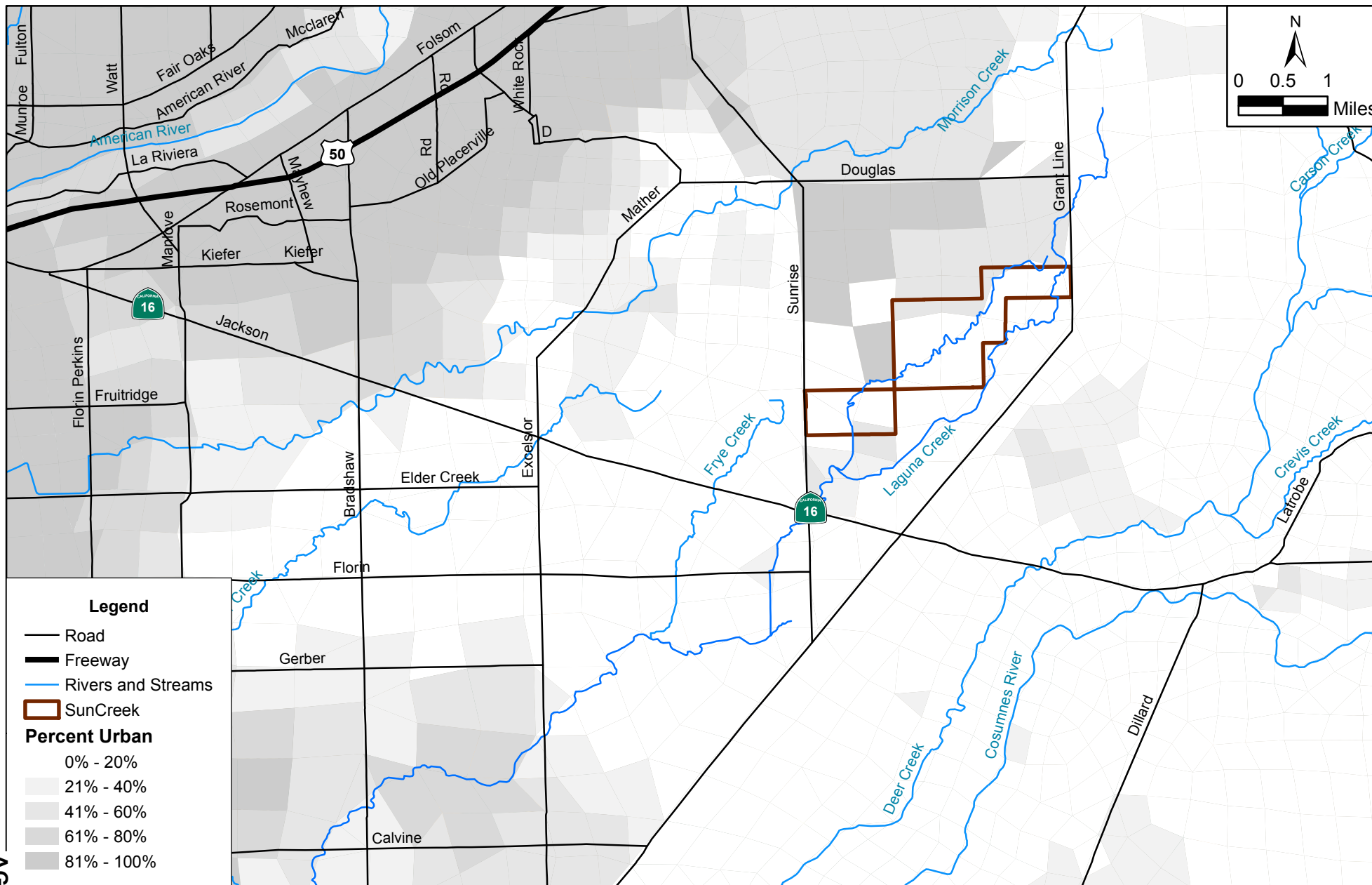
The existing conditions baseline was analyzed to ensure that the model represents the latest understanding of 2015 conditions in the NSA. The urbanized area and total water demands for the most recent existing conditions baseline were altered for use in this project to add projects in the NSA that are likely to be partially developed by 2015 and that would be consistent with the NSA water demands listed in TM2. TM2 shows groundwater meeting all demands in the NSA through 2012; however this analysis takes a conservative approach and utilizes 2015 as the largest all-groundwater demand in the NSA. 2015 was selected as surface water demands shown in TM2 for earlier years are less than the design capacity of the proposed SunCreek Wellfield (4 mgd). Thus, there is the potential for an all groundwater supply to continue through 2015, similar to Scenario 5 discussed in TM2. Beyond 2015, surface water would be required, and the arrival of the large surface water pipeline would dramatically reduce municipal groundwater usage.

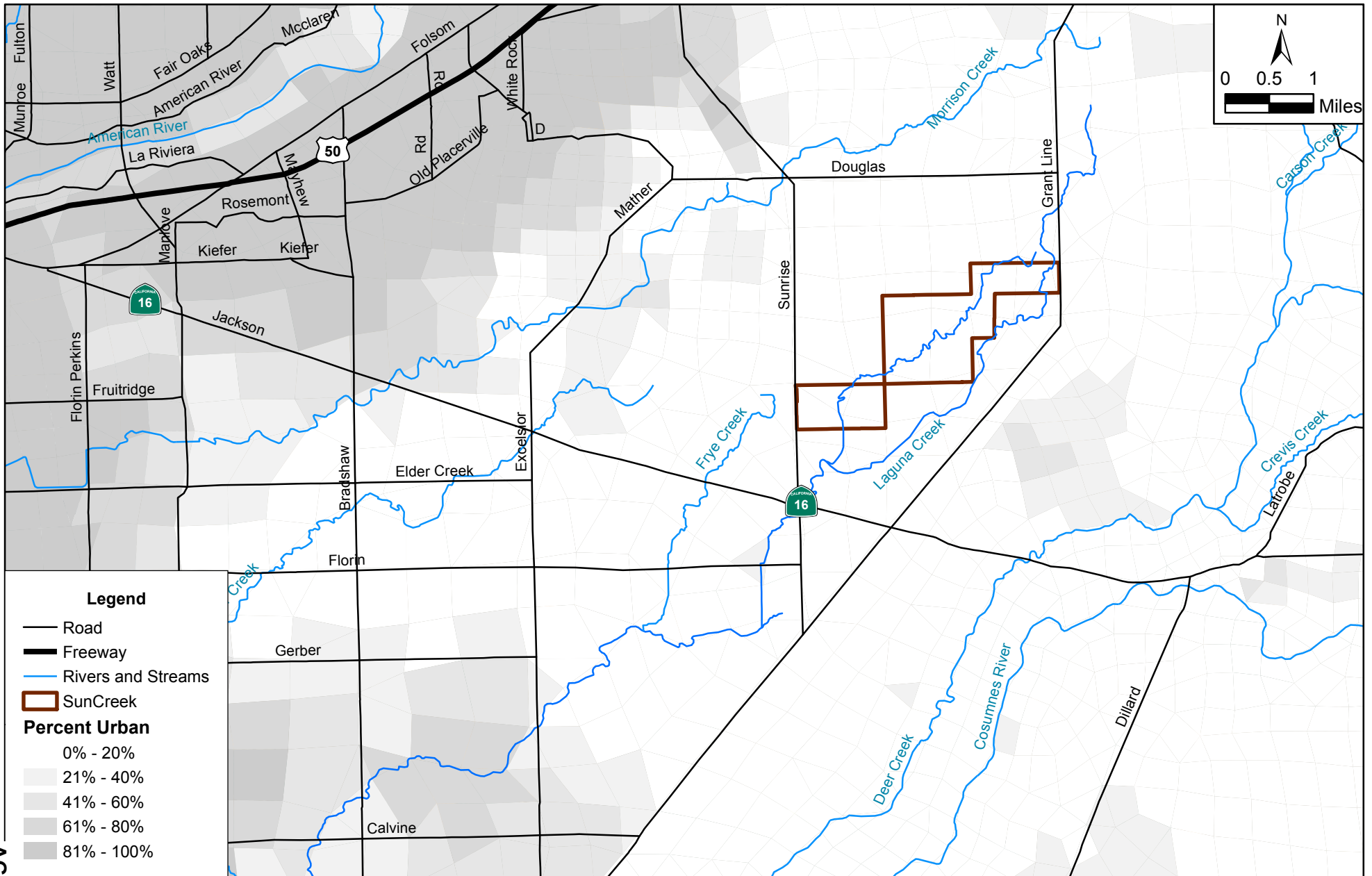
Unlike in the Future Conditions Baseline, development in the SunCreek area did not require removal from the existing conditions baseline, as this land is designated as native vegetation in the existing conditions baseline. A summary of water supply conditions is shown in Table 3-2 and a map of the simulated urban area is shown in Figure 3-5. Figure 3-6 shows the simulated urban area under the existing conditions baseline. Total NSA water demand is based on values presented in TM2. It should be noted that the maximum day demand used as the basis for the total demand in 2015, 20.18 mgd, is slightly higher than the value presented in TM2, 20.02 mgd, due to later revisions in TM2. The 20.18 mgd value is slightly higher and thus more conservative. The annual average demand was developed by converting the maximum day demand for the NSA without the proposed SunCreek project at 2015 (i.e., 20.18 mgd reduced by 0.55 mgd) to average day demand by dividing by two and converted from mgd to acre-feet.

The distribution of groundwater production between the different wellfields and groundwater treatment plants is based on focusing pumping in single locations to the extent possible to look at impacts to groundwater resources. The Mather Wellfield is modeled as continuing to pump as modeled in the Existing Conditions Baseline; Mather Wellfield water would not be used to supply SunCreek. All additional groundwater production is focused at the North Vineyard Wellfield and the Anatolia WTP. Concentration of production at the North Vineyard Wellfield is considered more conservative than spreading the supply across the 3 wellfields; no other wellfield has the capacity to meet the additional demand by itself. The SunCreek wellfield was not utilized as the project will only be 10 percent built out by 2015 and the buildout area does not include the well sites. Further, Sacramento County has indicated that reimbursement for these well facilities would be slow as the county focuses on obtaining surface water for the NSA rather than construction of new groundwater facilities. Thus, groundwater production is assumed to continue at current levels from the Mather WTP, with all new water supplied from the North Vineyard Wellfield supplying the Anatolia WTP. It should be noted that the impacts of full operation of the SunCreek Wellfield are explored under the Maximum Groundwater Usage Scenarios.

Table 3-2 Summary of NSA Water Supply Conditions Under 2015 Baseline

Item	Existing Conditions Baseline	2015 Baseline
NSA Water Demand	2,278 AFY	11,002 AFY
Groundwater for Anatolia WTP	952 AFY	9,676 AFY
Groundwater for Mather WTP	1,326 AFY	1,326 AFY
Groundwater for SunCreek WTP	0 AFY	0 AFY
Surface Water Supplies	0 AFY	0 AFY





Simulated Urbanized Area, Existing Conditions Baseline

January 2013

Figure 3-6

SECTION 4

DEFINITION OF MODEL SCENARIOS

The SunCreek planning documents (MacKay & Soms, 2011; supported by Sacramento County Water Agency, 2008) include five land use alternatives and five water supply scenarios. All five land use scenarios were simulated, but only under the most conservative water supply scenarios.

The five water supply scenarios are based on the development of surface water resources for the NSA. The SunCreek Specific Plan calls for phased development of the area through 2031. The phasing allows for construction and operation of infrastructure to bring surface water to the NSA. Due to uncontrollable uncertainties on the overall development of the NSA, which is needed to fund surface water infrastructure, three different water supply scenarios were developed:

- Accelerated Construction of the NSA Pipeline
 - Initial surface water deliveries in 2012
 - Maximum NSA groundwater production of 10.3 million gallons per day (mgd) (Maximum Day Demand)
- Delayed Construction of the NSA Pipeline
 - Initial surface water deliveries in 2013
 - Maximum NSA groundwater production of 14.92 mgd (Maximum Day Demand)
- Conversion of the Raw Groundwater Transmission Pipeline
 - Initial surface water deliveries in 2012
 - Maximum NSA groundwater production of 10.3 million gallons per day (mgd) (Maximum Day Demand)

The Delayed Construction of the NSA Pipeline water supply scenario has greater impacts to the groundwater and surface water resources than the other scenarios due to the later arrival of surface water and the higher reliance on groundwater. Therefore, of these, only the Delayed Construction scenario was simulated. These were simulated under 2015 conditions to be conservative, as earlier delivery of surface water reduces the impacts on groundwater. The 2015 Conditions Scenarios analyze impacts at this time period for the five land use alternatives:

- Proposed Project 2015 Conditions
- Agency Conceptual Alternative 2015 Conditions
- Biological Impact Minimization Alternative 2015 Conditions
- No USACE Permit Alternative 2015 Conditions

- Increased Development Alternative 2015 Conditions

Additional water supply scenarios were developed with the intent of analyzing the impact of utilizing groundwater production facilities to the fullest extent. Four scenarios are presented, modeled under future conditions:

- Maximum Groundwater Without Project
- Maximum Groundwater With Proposed Project
- Maximum Groundwater With No USACE Permit Alternative
- Maximum Groundwater With Increased Development Alternative

The two remaining land use alternatives, Biological Impact Minimization and Agency Conceptual Alternative, were not modeled as the impacts are bracketed by the Proposed Project, which is larger and has a higher demand and water usage, and the No USACE Permit Alternative, which is smaller and has a lower demand and water usage.

The five land use scenarios share the following common assumptions in the model:

- Urban land use, including residential, commercial, and irrigated parkland and schools, is 60 percent impervious.
- Other land uses are 0 percent impervious and include wetlands, wetland buffers, detention basin, and canals.
- Overall water demand is split between 46 percent indoor use and 54 percent outdoor use, on an annual average. This is variable throughout the year, with higher percent outdoor use in the summer and higher percent indoor use in the winter.
- Storm water is discharged to Laguna Creek, which flows to Morrison Creek and the Sacramento River. Laguna Creek is not tributary to the Cosumnes River.
- Sanitary sewer is discharged to the Sacramento River at the Sacramento Regional Wastewater Treatment Plant.

Additional details relating to the level of development at buildout and at 2015 for the five land use alternatives are provided in the following subsections.

LAND USE ALTERNATIVES

PROPOSED PROJECT

Buildout Conditions

The proposed land use and water demand at buildout for the Proposed Project is shown in Table 4-1, based on data provided in TM2 (MacKay & Soms, 2011). The table organizes land use into categories recognized by the SacIWRM: urban land uses and unirrigated open space (native vegetation). These acreages were incorporated into the SacIWRM by assigning each model element with the percentages of each appropriate land use. The annual average water demand in the SacIWRM for this scenario matches the 3,058 AFY value indicated in Table 4-1.

Table 4-1 Land Use and Water Demand at Buildout for Proposed Project

Land Use	Acres	Annual Average Water Demand (AFY)
Urban Land Uses		
<i>Low Density Residential</i>	169.4	489.6
<i>Medium Density Residential</i>	322.7	1194.0
<i>Compact Density Residential</i>	20.1	74.4
<i>High Density Residential</i>	34.6	142.6
<i>Commercial Mixed Use</i>	31.9	80.1
<i>Local Town Center</i>	59.4	149.1
<i>Public/Quasi-Public</i>	13.0	13.5
<i>School</i>	110.9	383.7
<i>Minor Roads</i>	23.2	0
<i>Major Roads</i>	79.0	0
<i>Community Park</i>	43.1	149.1
<i>Neighborhood Park</i>	44.0	152.2
<i>Neighborhood Green</i>	4.3	14.9
<i>Parkway, Paseos and Trails</i>	9.1	1.9
Subtotal Urban Land Uses	964.7	2845.1
Unirrigated Open Space		
<i>Wetland Preserve</i>	203.7	0
<i>Preserve Buffer</i>	45.2	0
<i>Detention Basin</i>	46.9	0
<i>Storm water Canal</i>	5.0	0
Subtotal Unirrigated Open Space	300.8	0
Total	1265.5	2845.1
With 7.5 Percent System Loss		3058.5

This water demand is met by surface water supplies and groundwater supplies from the Vineyard Wellfield in the same proportions as utilized under the Future Conditions Baseline.

2015 Conditions

Land and water use at 2015 conditions for the Proposed Project are based on the 2015 demand values presented in TM2 (MacKay & Somps, 2011). That document lists a 10 percent buildout of SunCreek by 2015, with a Maximum Daily Demand of 0.55 mgd. The average annual demand is 308 AFY, which meets urban demand focused in a footprint within Phase I of the project, in the southwestern portion of the project area (bounded on the west by Sunrise Blvd. and on the north by Kiefer Blvd.) and in the northwestern section of the middle portion of the project area (near the intersection of Rancho Cordova Parkway and Campus Drive). This water demand is modeled as met by groundwater supplies from the Vineyard Wellfield.

Land use in within SunCreek at 2015 conditions for the Proposed Project was simulated as 9 percent urban.

AGENCY CONCEPTUAL STRATEGY ALTERNATIVE

Buildout Conditions

The Agency Conceptual Strategy Alternative conforms slightly better to the Conceptual Level Strategy for the project than the Proposed Project does (MacKay & Somps, 2011). The proposed land use and water demand at buildout for the Agency Conceptual Strategy Alternative is shown in Table 4-2, based on data provided in MacKay & Somps' TM2 (2011). The table organizes land use into categories recognized by the SacIWRM: urban land uses and unirrigated open space (native vegetation). These acreages were incorporated into the SacIWRM by assigning each model element with the percentages of each appropriate land use. The annual average water demand for this alternative in the SacIWRM is 2,951 AFY, matching the value shown in Table 4-2.

Table 4-2 Land Use and Water Demand for the Agency Conceptual Strategy Alternative

Land Use	Acres	Annual Average Water Demand (AFY)
Urban Land Uses		
<i>Low Density Residential</i>	141.5	408.9
<i>Medium Density Residential</i>	410.9	1520.3
<i>Compact Density Residential</i>	18.5	68.5
<i>High Density Residential</i>	12.5	51.5
<i>Commercial Mixed Use</i>	10.9	27.4
<i>Local Town Center</i>	0	0
<i>Public/Quasi-Public</i>	7.2	7.5
<i>School</i>	108.4	375.1
<i>Minor Roads</i>	0	0
<i>Major Roads</i>	117.5	0
<i>Community Park</i>	74.2	256.7
<i>Neighborhood Park</i>	7.8	27.0
<i>Neighborhood Green</i>	0	0
<i>Parkway, Paseos and Trails</i>	11.6	2.4
Subtotal Urban Land Uses	921	2745.3
Unirrigated Open Space		
<i>Wetland Preserve</i>	310.2	0
<i>Preserve Buffer</i>	13.0	0
<i>Detention Basin</i>	14.9	0
<i>Storm water Canal</i>	6.4	0
Subtotal Unirrigated Open Space	344.5	0
Total	1265.5	2745.3
With 7.5 Percent System Loss		2951.2

This water demand is met by surface water supplies and groundwater supplies from the Vineyard Wellfield in the same proportions as utilized under the Future Conditions Baseline.

2015 Conditions

Land and water use at 2015 conditions for the Agency Conceptual Strategy Alternative are based on the 2015 demand values presented in TM2 (MacKay & Somps, 2011). That document lists a 10 percent buildout of SunCreek by 2015, with a maximum daily demand of 0.53 mgd. The average annual demand is 297 AFY, which meets urban demand focused in a footprint within Phase I of the project, in the southwestern portion of the project area (bounded on the west by Sunrise Blvd. and on the north by Kiefer Blvd.) and in the northwestern section of the middle portion of the project area (near the intersection of Rancho Cordova Parkway and Campus Drive). This water demand is modeled as met by groundwater supplies from the Vineyard Wellfield.

Land use in SunCreek at 2015 conditions for the Agency Conceptual Strategy Alternative was simulated as 9 percent urban.

BIOLOGICAL IMPACT MINIMIZATION ALTERNATIVE

Buildout Conditions

The Biological Impact Minimization Alternative represents a significantly less intense development plan as compared to the Proposed Project (MacKay & Soms, 2011). The proposed land use and water demand at buildout for the Biological Impact Minimization Alternative is shown in Table 4-3, based on data provided in TM2 (MacKay & Soms, 2011). The table organizes land use into categories recognized by the SacIWRM: urban land uses and unirrigated open space (native vegetation). These acreages were incorporated into the SacIWRM by assigning each model element with the percentages of each appropriate land use. The annual average water demand under this scenario in the SacIWRM is 2,670 AFY, matching the value shown in Table 4-3.

Table 4-3 Land Use and Water Demand for the Biological Impact Minimization Alternative

Land Use	Acres	Annual Average Water Demand (AFY)
Urban Land Uses		
<i>Low Density Residential</i>	166.7	481.8
<i>Medium Density Residential</i>	391.3	1447.8
<i>Compact Density Residential</i>	11.6	42.9
<i>High Density Residential</i>	6.2	25.5
<i>Commercial Mixed Use</i>	0	0
<i>Local Town Center</i>	0	0
<i>Public/Quasi-Public</i>	4.1	4.3
<i>School</i>	52.0	179.9
<i>Minor Roads</i>	0	0
<i>Major Roads</i>	98.8	0
<i>Community Park</i>	78.3	270.9
<i>Neighborhood Park</i>	8.3	28.7
<i>Neighborhood Green</i>	0	0
<i>Parkway, Paseos and Trails</i>	6.7	1.4
Subtotal Urban Land Uses	824	2483.2
Unirrigated Open Space		
<i>Wetland Preserve</i>	411.1	0
<i>Preserve Buffer</i>	14.6	0
<i>Detention Basin</i>	15.8	0
<i>Storm water Canal</i>	0	0
Subtotal Unirrigated Open Space	441.5	0
Total	1265.5	2483.2
With 7.5 Percent System Loss		2669.4

This water demand is met by surface water supplies and groundwater supplies from the Vineyard Wellfield in the same proportions as utilized under the Future Conditions Baseline.

2015 Conditions

Land and water use at 2015 conditions for the Biological Impact Minimization Alternative are based on the 2015 demand values presented in TM2 (MacKay & Somps, 2011). That document lists a 10 percent buildout of SunCreek by 2015, with a maximum daily demand of 0.48 mgd. The average annual demand is 269 AFY, which meets urban demand focused in a footprint within Phase I of the project, in the southwestern portion of the project area (bounded on the west by Sunrise Blvd. and on the north by Kiefer Blvd.) and in the northwestern section of the middle portion of the project area (near the intersection of Rancho Cordova Parkway and Campus Drive). This water demand is modeled as met by groundwater supplies from the Vineyard Wellfield.

Land use in SunCreek at 2015 conditions for the Biological Impact Minimization Alternative was simulated as 8 percent urban.

No USACE PERMIT ALTERNATIVE

Buildout Conditions

The No USACE Permit Alternative is less intense than both the Proposed Project and the Biological Impact Minimization Alternative (MacKay & Somps, 2011). The proposed land use and water demand for the No USACE Permit Alternative at buildout is shown in Table 4-4, based on data in TM2 (MacKay & Somps, 2011). The table organizes land use into categories recognized by the SacIWRM: urban land uses and unirrigated open space (native vegetation). These acreages were incorporated into the SacIWRM by assigning each model element with the percentages of each appropriate land use. The annual average water demand under this alternative in the SacIWRM is 2,034 AFY, matching the value shown in Table 4-4.

Table 4-4 Land Use and Water Demand for the No USACE Permit Alternative

Land Use	Acres	Annual Average Water Demand (AFY)
Urban Land Uses		
<i>Low Density Residential</i>	54.3	156.9
<i>Medium Density Residential</i>	287.1	1062.3
<i>Compact Density Residential</i>	97.7	361.5
<i>High Density Residential</i>	18.1	74.6
<i>Commercial Mixed Use</i>	6.7	16.8
<i>Local Town Center</i>	0	0
<i>Public/Quasi-Public</i>	4.8	5.0
<i>School</i>	29.0	100.3
<i>Minor Roads</i>	0	0
<i>Major Roads</i>	108.6	0
<i>Community Park</i>	32.2	111.4
<i>Neighborhood Park</i>	1.0	3.5
<i>Neighborhood Green</i>	0	0
<i>Parkway, Paseos and Trails</i>	0.6	0.1
Subtotal Urban Land Uses	640.1	1892.4
Unirrigated Open Space		
<i>Wetland Preserve</i>	607.0	0
<i>Preserve Buffer</i>	3.3	0
<i>Detention Basin</i>	14.3	0
<i>Storm water Canal</i>	0.8	0
Subtotal Unirrigated Open Space	625.4	0
Total	1265.5	1892.4
With 7.5 Percent System Loss		2034.3

This water demand is met by surface water supplies and groundwater supplies from the Vineyard Wellfield in the same proportions as utilized under the Future Conditions Baseline.

2015 Conditions

Land and water use at 2015 conditions for the No USACE Permit Alternative are based on the 2015 demand values presented in TM2 (MacKay & Somps, 2011). That document listed a 10 percent buildout of SunCreek by 2015, with a maximum daily demand of 0.36 mgd. The average annual demand is 202 AFY, which meets urban demand focused in a footprint within Phase I of the project, in the southwestern portion of the project area (bounded on the west by Sunrise Blvd. and on the north by Kiefer Blvd.) and in the northwestern section of the middle portion of the project area (near the intersection of Rancho Cordova Parkway and Campus Drive). This water demand is modeled as met by groundwater supplies from the Vineyard Wellfield.

Land use in SunCreek at 2015 conditions for the No USACE Permit Alternative was simulated as 6 percent urban.

INCREASED DEVELOPMENT ALTERNATIVE

Buildout Conditions

The Increased Development Alternative represents a more intense development plan as compared to the Proposed Project (MacKay & Somps, 2011). The proposed land use and water demand at buildout for the Increased Development Alternative is shown in Table 4-5, based on data provided in TM2 (MacKay & Somps, 2011). The table organizes land use into categories recognized by the SacIWRM: urban land uses and unirrigated open space (native vegetation). These acreages were incorporated into the SacIWRM by assigning each model element with the percentages of each appropriate land use. The annual average water demand for the Increased Development Alternative in the SacIWRM is 3,478 AFY, matching the value shown in Table 4-5.

Table 4-5 Land Use and Water Demand for the Increased Development Alternative

Land Use	Acres	Annual Average Water Demand (AFY)
Urban Land Uses		
<i>Low Density Residential</i>	609.8	1762.3
<i>Medium Density Residential</i>	173.0	640.1
<i>Compact Density Residential</i>	0	0
<i>High Density Residential</i>	31.4	129.4
<i>Commercial Mixed Use</i>	17.7	44.4
<i>Local Town Center</i>	0	0
<i>Public/Quasi-Public</i>	0	0
<i>School</i>	94.4	326.6
<i>Minor Roads</i>	0	0
<i>Major Roads</i>	145.8	0
<i>Community Park</i>	96.0	332.2
<i>Neighborhood Park</i>	0	0
<i>Neighborhood Green</i>	0	0
<i>Parkway, Paseos and Trails</i>	0	0
Subtotal Urban Land Uses	1168.1	3235
Unirrigated Open Space		
<i>Wetland Preserve</i>	97.4	0
<i>Preserve Buffer (WB)</i>	0	0
<i>Detention Basin (DB)</i>	0	0
<i>Storm water Canal</i>	0	0
Subtotal Unirrigated Open Space	97.4	0
Total	1,265.5	3,235.0
With 7.5 Percent System Loss		3,477.6

This water demand is met by surface water supplies and groundwater supplies from the Vineyard Wellfield in the same proportions as utilized under the Future Conditions Baseline.

2015 Conditions

Land and water use at 2015 conditions for the Increased Development Alternative are based on the 2015 demand values presented in TM2 (MacKay & Soms, 2011). That document lists a 10 percent buildout of SunCreek by 2015, with a maximum daily demand of 0.62 mgd. The average annual demand is 347 AFY, which meets urban demand focused in a footprint within Phase I of the project, in the southwestern portion of the project area (bounded on the west by Sunrise Blvd. and on the north by Kiefer Blvd.) and in the northwestern section of the middle portion of the project area (near the intersection of Rancho Cordova Parkway and Campus Drive). This water demand is modeled as met by groundwater supplies from the Vineyard Wellfield.

Land use in SunCreek at 2015 conditions for the Increased Development Alternative was simulated as 10 percent urban.

2015 CONDITIONS SCENARIOS

As discussed in Section 3, 2015 represents the end of Phase I of the water supply and the largest planned SunCreek demand while solely relying on groundwater (immediately prior to the completion of surface water conveyance infrastructure and the delivery of surface water). The 2015 Conditions Scenarios analyze impacts at this time period for the five land use alternatives:

- Proposed Project 2015 Conditions
- Agency Conceptual Alternative 2015 Conditions
- Biological Impact Minimization Alternative 2015 Conditions
- No USACE Permit Alternative 2015 Conditions
- Increased Development Alternative 2015 Conditions

All scenarios are based on the 2015 Conditions Baseline. The modeled NSA water supply for this baseline and five land use alternatives are shown in Table 4-6.

Table 4-6
Summary of NSA Water Supply Conditions Under
2015 Conditions Scenarios (AFY)

Item	2015 Conditions Baseline	Proposed Project 2015 Conditions	Agency Conceptual Alternative 2015 Conditions	Biological Impact Minimization Alternative 2015 Conditions	No USACE Permit Alternative 2015 Conditions	Increased Development Alternative 2015 Conditions
NSA Total Water Demand	11,002	11,310	11,299	11,271	11,204	11,349
NSA Total Water Supply	11,002	11,310	11,299	11,271	11,204	11,349
Groundwater for Anatolia WTP	9,676	9,984	9,973	9,945	9,878	10,023
Groundwater for Mather WTP	1,326	1,326	1,326	1,326	1,326	1,326
Groundwater for SunCreek WTP	0	0	0	0	0	0
Surface Water Supplies	0	0	0	0	0	0

MAXIMUM GROUNDWATER USAGE SCENARIOS

Well facilities are anticipated to be constructed with a capacity that exceeds the average annual demand on these facilities. Extra capacity is required to allow for peaking and for redundancy in the event of a loss of a portion of the overall water supply. While not anticipated, the following scenarios explore the impact of these groundwater facilities operating at full capacity at buildout conditions, with peaking and redundancy provided by surface water. Four scenarios are developed:

- Maximum Groundwater Without Project
- Maximum Groundwater With Proposed Project
- Maximum Groundwater With No USACE Permit Alternative
- Maximum Groundwater With Increased Development Alternative

All scenarios are based on the Future Conditions Baseline as the NSA under the 2015 Baseline has insufficient demand for the full groundwater supply. The two remaining land use alternatives, Biological Impact Minimization and Agency Conceptual Alternative, were not modeled as the impacts are bracketed by the Proposed Project, which is larger and has a higher demand and water usage, and the No USACE Permit Alternative, which is smaller and has a lower demand and water usage.

The Maximum Groundwater scenario simulates maximum groundwater usage for the project area. All scenarios include the Vineyard Wellfield pumping at the full 8.92 mgd (10,000 AFY) and the Mather Wellfield pumping at the full 6 mgd (6,726 AFY). The SunCreek Wellfield pumps at the full 4 mgd (4,484 AFY) for all scenarios except Maximum Groundwater Without Project. Surface water meets any remaining demand. Demands are based on the land use alternative, as discussed previously in this section. The modeled NSA water supply for the Future Conditions Baseline, without-project scenario, and five land use alternatives are shown in Table 4-7.

Table 4-7
Summary of NSA Water Supply Conditions Under
Maximum Groundwater Usage Scenarios (AFY)

Item	Future Conditions Baseline		Maximum Groundwater without Project	Maximum Groundwater with Proposed Project	Maximum Groundwater with Agency Conceptual Alternative	Maximum Groundwater with Biological Impact Minimization Alternative	Maximum Groundwater with No USACE Permit Alternative	Maximum Groundwater with Increased Development Alternative
Year Type:	Dry Years	Wet Years	All Years	All Years	All Years	All Years	All Years	All Years
NSA Total Water Demand	29,924	29,924	29,924	32,982	32,875	32,594	31,958	33,402
NSA Total Water Supply	29,924	29,924	29,924	32,982	32,875	32,982	31,958	33,402
Groundwater for Anatolia WTP	1,161	0	10,000	10,000	10,000	10,000	10,000	10,000
Groundwater for Mather WTP	0	0	6,726	6,726	6,726	6,726	6,726	6,726
Groundwater for SunCreek WTP	0	0	0	4,484	4,484	4,484	4,484	4,484
Surface Water Supplies	28,763	29,924	13,198	11,772	11,665	11,772	10,748	12,192

NSA: North Service Area
WTP: Water Treatment Plant

SECTION 5

SIMULATION RESULTS

Model scenarios were developed by adding the proposed land use alternatives at the appropriate level of development to the corresponding baseline. This section describes the simulated impacts to groundwater flow direction and groundwater flow gradient through text and tables. No groundwater quality modeling was performed as part of this analysis. Instead, groundwater flow directions and groundwater gradients were identified. The velocity of groundwater flow varies linearly with the groundwater gradient through the equation:

$$v = \frac{K \left(\frac{dh}{dl} \right)}{n_e}$$

where:

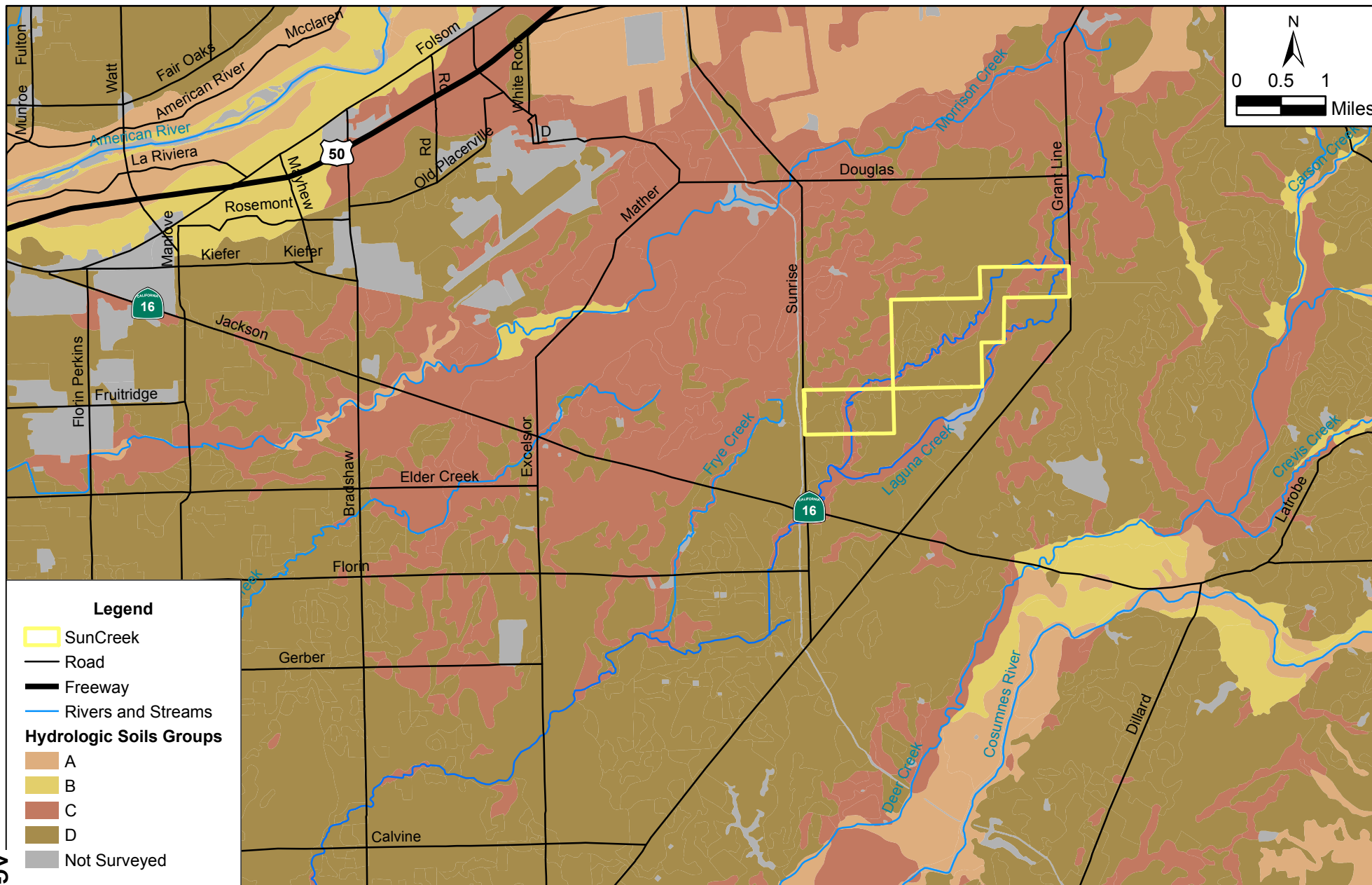
- v is the groundwater velocity
- K is the hydraulic conductivity
- $\frac{dh}{dl}$ is the groundwater gradient
- n_e is the effective porosity.

These simulated impacts are caused by the change to the amount of impervious surfaces as well as by the change to water supplies and water usage.

Impervious Surface Impacts

By itself, an increase in impervious surfaces decreases groundwater levels. However, existing soil conditions at SunCreek do not allow significant infiltration to groundwater, even in undeveloped conditions. Figure 5-1 shows soils conditions as represented by the U.S. Department of Agriculture's hydrologic soil groups in the *Soil Survey of Sacramento County, California* (Tugel, 1993). The hydrologic soil groups were developed from water intake estimates during the latter part of a storm of long duration, after the soil profile is wet and has an opportunity to swell, without the protective effect of any vegetation. Also considered in the classification are depths to the seasonal high water table and to a low permeability layer. Under the hydrologic soil group classification system, soils are grouped A to D with A having the lowest runoff potential (highest infiltration rates) and D having the highest runoff potential (lowest infiltration rates). Figure 5-1 indicates that Type D soils cover most of the SunCreek site. Some Type C soils are along creeks in areas that generally will remain undeveloped.

The SacIWRM estimates that only 0.4 inches of precipitation per year infiltrate to the groundwater under undeveloped conditions, with the remaining water running off (4.4 inches per year) or consumed through evapotranspiration (15.3 inches per year). Thus, impacts from increased impervious surfaces due to development at the SunCreek site will be smaller than would be expected in areas with higher permeability soils.



Water Use Impact

Urban land uses result in application of water, in addition to precipitation, for outdoor use. A portion of this water (reduced by the soils conditions described above), reaches the aquifer. This increases groundwater levels in the vicinity of the project. Indoor use does not impact local groundwater or surface water as this water is simulated as discharged to the Sacramento River at the Sacramento Regional Wastewater Treatment Plant.

BASELINES

Two baselines were used for comparison of project impacts on groundwater and surface water, as described in Section 3: Future Conditions Baseline and 2015 Conditions Baseline. The Future Conditions Baseline and 2015 Conditions Baseline are compared to the existing condition baseline to show the impact of changes in development, water supply, and water use to groundwater flow direction and groundwater flow gradients.

Comparison shows that changes in groundwater flow direction and gradients are small and unlikely to impact containment of regional contaminant plumes. Changes in flow direction and gradients at selected regional contaminant plumes are shown in Table 5-1, based simulated fall 2004 conditions. Note that conditions vary across these large plumes, including localized groundwater capture, and the information presented are generalized regional-level estimates.

Table 5-1
Flow Direction and Gradient near Regional Contaminant Plumes, Normal Conditions, Future Conditions, 2015 Conditions, and Existing Conditions Baseline, Layer 1

Plume	Flow Direction			Gradient (-)		
	Existing Conditions Baseline	Future Conditions Baseline	2015 Conditions Baseline	Existing Conditions Baseline	Future Conditions Baseline	2015 Conditions Baseline
Aerojet	SW	SW	SW	0.0015	0.0015	0.0016
Boeing	SW	SW	SW	0.0022	0.0017	0.0009
Kiefer Landfill	*	*	*	*	*	*
Mather Field	SSW	SW	SW	0.0005	0.0012	0.0006

* Layer 1 is unsaturated at Kiefer Landfill

2015 CONDITIONS SCENARIOS

Five model scenarios were developed based on SunCreek 2015 conditions using the 2015 baseline described in Section 3. The scenarios represent the impacts of five potential land use scenarios under the Delayed Construction of the NSA Pipeline water supply scenario at 2015. The scenarios are summarized in Section 4. The simulated impacts to groundwater flow direction and groundwater flow gradients are developed through the comparison of the Proposed Project at 2015 to no-project (2015 baseline) conditions.

Comparison shows only small changes in groundwater flow direction or gradient. Changes in flow direction and gradients at selected regional contaminant plumes are shown in Table 5-2, based on the simulated fall 2004 conditions. Note that, given the similarity of results for all project scenarios, only the Proposed Project is shown in Table 5-2. Also note that conditions vary across these large plumes, including localized groundwater capture, and the information presented in Table 5-2 are generalized regional-level estimates. Given the similar gradients and flow directions between baseline and proposed project conditions, as well as the current level of capture of existing treatment systems, any migration of plumes at Aerojet, Boeing, Kiefer Landfill, or Mather Field is unlikely to be altered as a result of the Proposed Project.

Table 5-2
Flow Direction and Gradient near Regional Contaminant Plumes, Normal Conditions,
Proposed Project at 2015 Conditions Compared to 2015 Baseline, Layer 1

Plume	Flow Direction		Gradient (-)	
	2015 Conditions Baseline	Proposed Project at 2015 Conditions	2015 Conditions Baseline	Proposed Project at 2015 Conditions
Aerojet	SW	SW	0.0016	0.0016
Boeing	SW	SW	0.0009	0.0009
Kiefer Landfill	*	*	*	*
Mather Field	SW	SW	0.0006	0.0006

* Layer 1 is unsaturated at Kiefer Landfill

MAXIMUM GROUNDWATER USAGE SCENARIOS

Model scenarios were developed to simulate the impacts of utilizing groundwater to the fullest ability of the existing and proposed infrastructure. These scenarios are based on the Future Conditions Baseline, adjusted to pump the North Vineyard Wellfield and the Mather Wellfield at full capacity, reducing the amount of surface water delivered to the North Service Area. This new scenario is the Maximum Groundwater Without Project scenario.

Incremental impacts from the addition of the project and the project wellfield are simulated with the SunCreek wells pumping at the full capacity. Water is supplied to the North Service Area, reducing the need for surface water. Three land use alternatives are modeled: Proposed Project, No USACE Permit, and Increased Development. All alternatives utilize the full groundwater supply; variability in demand between the land use scenarios is reflected in variability in surface water supplies to meet the total demand above the available groundwater supply.

The simulated impacts to groundwater flow direction and groundwater flow gradients are developed through the comparison of the project conditions to no-project (Maximum Groundwater Without Project) conditions.

Comparison shows only small changes in groundwater flow direction or gradient. Changes in flow direction and gradients at selected regional contaminant plumes are shown in Table 5-3, based simulated fall 2004 conditions. Note that conditions vary across these large plumes, including localized groundwater capture, and the information presented are generalized regional-level estimates. Given the similar gradients and flow directions between baseline and proposed project conditions, as well as the current level of capture of existing treatment systems, any migration of plumes at Aerojet, Boeing, Kiefer Landfill, or Mather Field is unlikely to be altered as a result of the Proposed Project.

Table 5-3
Flow Direction and Gradient near Regional Contaminant Plumes, Normal Conditions,
Maximum Groundwater Usage Scenarios, Layer 1

Plume	Flow Direction					Gradient (-)				
	Future Conditions Baseline	Max GW Without Project	Max GW With Proposed Project	Max GW With No USACE Permit Alternative	Max GW With Increased Development Alternative	Future Conditions Baseline	Max GW Without Project	Max GW With Proposed Project	Max GW With No USACE Permit Alternative	Max GW With Increased Development Alternative
Aerojet	SW	SW	SW	SW	SW	0.0015	0.0021	0.0022	0.0022	0.0022
Boeing	SW	SW	SW	SW	SW	0.0017	0.0021	0.0022	0.0022	0.0022
Kiefer Landfill	*	*	*	*	*	*	*	*	*	*
Mather Field	SW	S	S	S	S	0.0012	0.0013	0.0013	0.0013	0.0014

* Layer 1 is unsaturated at Kiefer Landfill

Max GW = Maximum Groundwater

SECTION 6

REFERENCES

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APPENDIX B

Materials Submitted by SCAS

SACRAMENTO COUNTY AIRPORT SYSTEM

Memorandum

January 9, 2013

TO: Bret Samson, Planning Department – City of Rancho Cordova
Lauren Hocker, Associate Environmental Analyst –County of Sacramento

FROM: Greg Rowe, Senior Environmental Analyst – Planning and Environment
Sacramento County Airport System

SUBJECT: **FAA Regulations and Policies Relative to Local Land Use Decisions Near Public Use Airports With Respect to Proposed Projects Near Mather Airport (MHR)**

This memo summarizes current and pending Federal Aviation Administration (FAA) regulations, policies and guidance for local land use decisions having the potential to effect safe airport operations.¹ It also summarizes noise and hazardous wildlife concerns specific to Mather Airport (MHR). A list of current Federal Aviation Administration (FAA) land use and hazardous wildlife documents is at the end of this memo. The information provided herein is intended to inform the review and analysis of the Specific Plan and General Plan Amendment processes for a number of proposed development projects near MHR, including but not limited to NewBridge, Jackson Township and SunCreek.

In summary, the FAA and the Sacramento County Airport System (County Airport System or SCAS) are generally concerned about the following aspects of proposed development projects near the four airports comprising the County Airport System, and McClellan Airport (which SCAS manages for another County agency). As a standard procedure, we request that the CEQA and NEPA analyses of such projects examine these factors in detail.

- Open Space, Wildlife Habitat Preserves and Wetlands: New development often includes open space dedicated to preserving and enhancing existing wildlife habitat, and creation of new habitat as a required compensatory mitigation measure. Depending on the design parameters, such features could potentially attract wildlife hazardous to civil and military aircraft operations at airports owned and operated by the County of Sacramento (County).
- Detention Basins: Due the County's general flat topography, many new development projects include stormwater facilities to collect and store stormwater runoff. The FAA regards detention and retention basins as potential hazardous wildlife attractants. The

¹ This is an updated version of a memo initially provided to County Planning and DERA staff in July 2011.

“Drainage Master Plan” section for such projects often provide for on-site storage of stormwater for extended periods coupled with habitat enhancement. Storage facilities are often termed “detention basins” when in fact they match the FAA’s definition of “retention basins.” The FAA criteria for detention basins require complete drainage within 48 hours after a storm event ends. If drainage takes longer, the facility is more accurately defined as a “retention” basin and is therefore a potential hazardous wildlife attractant.

- Aviation Activity: Project descriptions and environmental documents often fail to take into account the actual type and frequency of aircraft activity at airports. We have found this to occasionally be case with respect to MHR. In such cases we request that the environmental documentation include an analysis of current and projected military, cargo, flight training (“touch-and-go”) and flight test operations.

Overview of Incompatible Land Use Near Airports

Noise and building height restrictions near airports have traditionally been the most common land use compatibility considerations addressed in urban and regional planning. Land uses that can induce hazardous wildlife activity near airports are a relatively new but growing public safety concern. Airports and the land surrounding them are highly sensitive and valuable resources in which the FAA and local governments such as the County of Sacramento have made considerable investments. Incompatible land uses around an airport, however, can affect the efficient operation of aircraft. Local land use decisions having aviation noise and hazardous wildlife implications can result in permanent incompatibility with continued airport operations.

One of the greatest challenges confronting public-use airports² in California is continued encroachment pressure by incompatible land uses. Individual incompatible land uses near an airport may appear to have a negligible influence on air navigation and airport utility, but collectively over time, land use decisions made without adequate consideration of aircraft operating requirements can not only restrict airport activity or expansion, but also result in undesired repercussions on residents and wildlife.

Policies promulgated by the FAA place significant expectations upon local land use authorities for careful evaluation of proposed changes in land use near airports. The FAA’s 2009 revised guidance for FAA personnel on compatible land use and air space protection points out that “The legal structure of airport ownership will determine its power to regulate or influence land uses around the airport. Municipalities or counties with this regulatory authority need to be aware of existing and long-term airport development plans and the importance of using that

² Defined by the FAA as an airport used or intended to be used for public purposes, and of which the area used for landing, taking off, or surface maneuvering of aircraft may be under the control of a public agency or privately owned and used for public purposes (49 USC, Section 47102[21]).

authority to minimize development of incompatible land uses.”³ As noted below, recently issued FAA documents further emphasize the expectation that local land use agencies devote attention to potentially incompatible land uses near airports, particularly features that can attract hazardous wildlife.

Noise effects associated with aircraft operations and prevention of the growth or establishment of obstructions in an airport’s approach and departure airspace have been the traditional focus of land use planning near airports. It is now well recognized, however, that certain land uses and activities near airports can have unintended consequences such as inducing higher populations of wildlife species, thereby increasing the hazards to aircraft operations in an airport’s approach and departure airspace and air operations area (AOA).⁴ As stated in a report to the U.S. House of Representatives in early 2009 following the forced landing of US Airways Flight 1549 in the Hudson River, “As aircraft traffic has increased, so too have wildlife ‘strikes,’ or collisions. Populations of many large bird species have also increased.”⁵

The FAA has determined that the risk of wildlife strikes to aircraft has increased in recent years. A “Cert Alert” issued by the FAA on June 11, 2009⁶ stated that many populations of wildlife species commonly involved in strikes have increased markedly in the past three decades and have adapted to living in urban environments, including near airports. Other factors contributing to the bird-aircraft strike hazard (BASH) include:

- Thirteen of the 14 North America bird species with average body mass greater than eight pounds showed significant population increases from 1970 to the early 1990s.⁷ For example, from 1980 to 2009, the non-migratory Canada goose population in the USA and Canada increased at a mean rate of 13.3 percent per year.⁸
- Commercial air traffic increased from 17.8 million aircraft movements (landings or takeoffs) in 1980 to over 25.2 million in 2011, and is projected to continue growing at an annual rate of 1.2 percent to 37 million movements by 2030.⁹

³ *FAA Airport Compliance Manual*. Order 5190.6B. September 30, 2009, page 20-4. The *Airport Compliance Manual* is a handbook that provides guidance to FAA personnel on interpreting and administering the various continuing commitments that airport sponsors made to the United States government when they accept grants of federal funds or federal property for airport purposes.

⁴ The FAA defines hazardous wildlife as species of wildlife (birds, mammals, reptiles), including feral animals and domesticated animals not under control, that are associated with aircraft strike problems, are capable of causing structural damage to airport facilities, or act as attractants to other wildlife that pose a strike hazard.

⁵ “US Airways Flight 1549 Accident.” Report to the House of Representatives Committee on Transportation and Infrastructure, February 23, 2009, p. 5.

⁶ FAA Safety and Operations Division. Cert Alert No. 09-10, June 11, 2009. “Wildlife Hazard Assessments in Accordance with Part 139 Requirements,” page 1. As an example, from 1980 to 2006, the non-migratory Canada goose population in the United States and Canada increased at an average (mean) rate of 7.3 percent annually.

⁷ *Wildlife Strikes to Civil Aircraft in the United States, 1990-2011*. Federal Aviation Administration and United States Department of Agriculture, Animal and Plant Health Inspection Service – Wildlife Services (APHIS-WS). July 2012, page 2 (hereinafter “Wildlife Strikes, 2012”).

⁸ “Clarification of Wildlife Hazard Management Requirements for Non-Certificated Federally Obligated Airports in the National Plan of Integrated Airport Systems (NPIAS).” Federal Aviation Administration. *Federal Register*, Vol. 77, No. 237, December 10, 2012, page 73514 (hereinafter “Clarification of Wildlife Hazard Management Requirements”).

⁹ *Wildlife Strikes, 2012*, page 2.

- Wetland clean-up and creation efforts under the federal Clean Water Act have resulted in an expansion of wetland habitat supportive of growing bird populations.
- Bans on some pesticides have enabled bird populations to grow.
- Commercial air carriers have replaced older 3-and-4 engine fleets with quieter, more fuel-efficient 2-engine aircraft, making the loss of even one engine more critical when a bird strike occurs. In 1965 about 90 percent of the 2,100 passenger aircraft in the United States had 3 or 4 engines. By 2005 the passenger fleet had grown to about 8,200 aircraft, but only about 10 percent had 3 or 4 engines.¹⁰
- Birds are less able to detect and avoid modern turbofan-powered aircraft compared to aircraft equipped with older and noisier engine technology.¹¹

The Sacramento County Airport System (SCAS)

The County operates five airports, which have a collective economic impact in excess of \$3 billion annually (2008 dollars) and over 5,000 on-site jobs. Four airports comprise the County Airport System: Sacramento International, Sacramento Executive, Sacramento Mather, and Franklin Field. A fifth County airport, McClellan Field (MCC), is operated by the County Airport System on behalf of the County's Department of Economic Development.

All five County airports are operated in accordance with FAA regulations, orders, standards and grant assurance obligations as well as California Public Utilities Code (PUC) section 21670, the State Aeronautics Act. The primary federal requirements applicable to public-use airports holding an Airport Operating Certificate are embodied in the Code of Federal Regulations, Title 14 – Aeronautics and Space, Part 139 – Certification of Airports (14 CFR, Part 139). Airports that support regularly scheduled air carrier passenger flights (i.e. airline operations) are regulated by Part 139, Certification of Airports, Subpart D, and are therefore often referred to as "Part 139 airports" or Part 139 Certificated airports." Sacramento International is the County's only Part 139 airport.

The Sacramento County Airport System Policy Plan assigns complementary roles for each airport to optimize system-wide efficiency and serve the regional demand for aviation services. Sacramento International (SMF) is the region's primary air carrier passenger service airport, accommodating almost 5.38 million enplaned passengers in 2007 (although this number declined to 4.47 million in 2011). Sacramento Executive Airport (SAC) is a general aviation airport that also serves as a reliever airport for Sacramento International. SAC is owned by the City of Sacramento and operated by the County Airport System under an annually renewing 25-year lease. Sacramento Mather Airport (MHR), formally Mather Air Force Base, serves as the region's primary air cargo airport. Located in the southern County, Franklin Field (F72) is a small, non-staffed general aviation airport frequently used for flight training. With the exception of MCC,

¹⁰ Wildlife Strikes, 2012, page 2.

¹¹ "Increasing Trend of Damaging Bird Strikes with Aircraft Outside the Airport Boundary: Implications for Mitigation Measures." Richard A. Dolbeer, *Human-Wildlife Interactions*, Fall 2011, p. 235 (hereinafter "Dolbeer, 2011").

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the County's non-certificated airports are part of the FAA's National Plan of Integrated Airport Systems (NPIAS).¹²

Aviation Activity at Mather Airport

A number of large development projects proposed in recent years near MHR are within the "downwind" flight path for aircraft that often fly at relatively low altitude. In commenting on such projects and draft environmental documentation, the County Airport System's Aircraft Noise Information Office will usually provide a flight track analysis. The analysis involves placing a "penetration gate" centered over the project location, from which the distance of the proposed project from MHR is calculated. Flight tracks over and near proposed project sites are described using the factors described below. It is evident from this information that aircraft using MHR often fly at relatively low altitudes above the development projects currently being proposed to the south and east of MHR. Please note that the proposed NewBridge project is located west of Sunrise Boulevard in the County of Sacramento, and is contiguous to the east boundary of the proposed SunCreek project area.

- **Arrivals:** Arriving flights typically passing over or near a site are graphically depicted. In recent years it has been shown that a significant number of flights will occur above or near proposed development sites, such as NewBridge and Jackson Township, at altitudes between 500 and 4,000 feet above Mean Sea Level (MSL). For example, a NewBridge flight track analysis prepared in July 2011 for the month of April 2011 showed that 110 arriving flights passed within a one-mile radius of the site, of which 83 passed through the "gate" spanning the location. These flights occurred at elevations between 1,000 and 3,500 feet above Mean Sea Level (MSL).
- **Departures:** The flight track analyses also shows departures. The April 2011 NewBridge flight track analysis showed that 155 departures flew within a one-mile radius of the NewBridge site, and 121 penetrated the gate at elevations between 500 and 6,000 feet MSL.
- **Cargo Aircraft Operations:** Cargo aircraft operations typically occur at MHR during nighttime hours. Many will fly within a one-to-two mile radius of proposed project sites, typically at altitudes between 3,000 and 6,000 feet MSL. The aircraft conducting these operations are typically Boeing 757-200, Boeing 767-300 and Airbus 300F4-600, which are relatively large models compared to the most commonly used aircraft at SMF, the Boeing 737. Typical departure hours for these cargo aircraft are between 5:00 and 7:00 AM and between 7:00 and 11:00 PM.

¹² The 2013-17 NPIAS report to Congress classifies SAC and MHR as Reliever Airports and F72 as a General Aviation airport.

- Touch-and-Go (T&G) Analysis: MHR is used daily by the United States Air Force (USAF) for T&G flight training, typically using T38 high performance (capable of supersonic flight) jet aircraft and other aircraft¹³ that usually originate at Beale Air Force Base.¹⁴ MHR is particularly attractive for military flight training because its long runway (11,301 feet) accommodates a variety of aircraft. Such military aircraft do not have the same noise and emissions requirements as commercial aircraft. (Commercial aircraft standards are set by the International Civil Aviation Organization [ICAO], an affiliate of the United Nations.) During April of 2012, a total of 322 T&G flight tracks were recorded at MHR, of which 69 flew within a one-mile radius of the proposed NewBridge project site. (Note that one T&G flight track may in fact comprise multiple operations.) The recorded April 2011 flights typically passed over the NewBridge site at altitudes between 1,500 and 3,500 MSL.
- Other considerations:
 - Flight Testing: MHR is also used for flight testing of new aircraft models. For instance, the new Boeing 787 (B787) conducted flight testing operations at MHR during 2010, and during early July 2011 Boeing conducted flight tests of the new 747-8F freighter aircraft at MHR. (The B747-8 is an updated version of the aircraft first put into use in the 1970s, but with new technology, substantially larger dimensions and quieter engines.) Boeing is now selling both passenger and freighter (F) versions of the 747-8.
 - Other Military Use: During the summer of 2011 a KC-10 aerial refueler temporarily relocated from Travis Air Force Base to MHR for two weeks while runway repairs were made at Travis. Such temporary operations may occur at any time as deemed necessary by the military. The KC-10 is a large air-to-air tanker (i.e. it refuels other aircraft while flying) powered by three turbine (jet) engines. Because it is an older aircraft (manufactured 1979 – 1987), it is quite loud at take-off. Over a two-week period, the KC-10 departed MHR as early as 5:00 AM to conduct refueling operations with military aircraft operating from Barksdale Air Force Base in Louisiana. The NewBridge, Jackson Township, SunCreek and other proposed developments near MHR could be subject to similar temporary military overflights in the future.
 - SMF Continuity of Operations Plan: in November 2008 the Sacramento County Board of Supervisors approved a Continuity of Operations Contingency Plan for Sacramento International Airport (SMF). The plan specifies that a limited volume of operations would be temporarily moved to Mather Airport (MHR) if a flood disrupted SMF operations. The County Airport System therefore typically re-

¹³ Including MC-12 single engine turboprops, Kingair 250 turboprops, and an occasional U-2 “spy plane.”

¹⁴ FAA Grant Assurance 27, “Use by Government Aircraft,” requires airports to make available to federal government aircraft all facilities developed with federal financial assistance and all those airport facilities usable for takeoff and landing.

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quests that the environmental analysis of proposed development projects near MHR consider the potential noise, traffic and related associated with temporarily relocating commercial air service operations to MHR.

Airport Land Use Compatibility Plan (ALUCP)

In 1967, the California legislature authorized creation of Airport Land Use Commissions (ALUCs), for the purpose of protecting public health, safety, and welfare. ALUCs encourage orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public-use airports, to the extent that such areas are not already devoted to incompatible land uses. The law requires each County's ALUC to prepare an Airport Land Use Compatibility Plan (ALUCP) with a twenty-year planning horizon. Project proponents and Planning Commissions should likewise consult adopted ALUCPs when considering proposed projects near airports.

After an airport master plan is adopted, the Sacramento Area Council of Governments (SACOG), the region's ALUC, will initiate an update to the ALUCP as required by PUC section 21670. Such plans identify compatible and incompatible land uses arising from noise, safety, and height considerations, as recommended per the State of California's *Airport Land Use Planning Handbook* (revised October 2011). Once adopted, airport land use compatibility plans are incorporated into local (city or county) general plans.

The ALUCP adoption process is not always straightforward. In a 2006 report to the State Senate, the California Research Bureau noted that ALUCs and airport operators are confronted with two opposing forces that significantly influence airport operations and expansion¹⁵:

- (1) pressure for communities to expand by developing open land near airports for residential and other high-density development; and
- (2) the continuous need to make airport improvements and to expand airport capacity.

On April 19, 2006, the County Board of Supervisors adopted Airport Planning Policy Areas (APPAs) for Sacramento International, Sacramento Mather, and McClellan¹⁶ as an interim effort to ensure airport land use compatibility during a period of rapid development that was outpacing the rate at which airport master plans, environmental documentation, and Airport Land Use Compatibility Plans could be updated. The Board directed that the APPAs be incorporated into the General Plan. The APPAs will continue to be used by SCAS in evaluating and commenting on proposed land use projects and activities near SMF, MCC and MHR.¹⁷

¹⁵ California Research Bureau. *Growing Pains: Airport Expansion and Land Use Compatibility Planning in California*. September 2006.

¹⁶ Resolution numbers 2006-0490, 2006-1378 and 2006-1379, adopted April 19, 2006

¹⁷ An APPA is an area beyond the 60 Community Noise Exposure Level (CNEL) noise contour inside the County's jurisdiction, where residential development would be allowed but would require a disclosure notice to homebuyers and granting of an aviation easement to the County. The APPA does not restrict residential development, but ap-

FAA Requirements for Compatible Land Use and Airspace Protection

Although the FAA does not regulate or otherwise control local land use decisions, it does promulgate and monitor compliance with a number of Federal Aviation Regulations (FARs), Orders, Advisory Circulars and Certification Alerts (Cert Alerts) concerning land use compatibility on and near airports.¹⁸ Perhaps most important, as an airport grant sponsor, the County of Sacramento is required to adhere to an extensive list of Grant Assurances to ensure continued FAA grant funding eligibility. (The City of Rancho Cordova is not bound by airport grant assurance requirements, but the FAA does expect airports operated by grant sponsors to review and comment on proposed developments near airports that may have the potential to impact airport operations, regardless of the political jurisdiction in which the proposed development is located. See details below.)

The FAA's expectations regarding local land use decisions focus on public use airports operated by public and private owners that receive federal grant-in-aid funds for airport capital improvements. Airport operators receiving such funds are defined by the FAA as "airport grant sponsors,"¹⁹ and the associated airports are regarded by the FAA as "federally obligated airports." All four County Airport System airports, including MHR, are federally obligated. In effect since 1964, Grant Assurance 21, *Compatible Land Use*, requires in part that an airport grant sponsor "...take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft."²⁰

Although highly unlikely, the FAA may revoke a Part 139 airport's operating certificate if it determines the airport has created or failed to vigorously oppose the creation of hazard wildlife attractants on or near the airport. FAA safety certification personnel conduct periodic airport inspections to ascertain compliance with FAA regulations, policies and guidance. The FAA may periodically request documentation of airport comments on proposed projects, including draft CEQA and NEPA documents. (Recently released draft FAA guidance states that such documentation may be requested by FAA as part of an airport certification inspection, and that airport operators shall maintain a log of projects on which they have commented.)

plies State guidance to address aircraft overflight and related noise beyond the normally mapped noise exposure contours by providing disclosure to potential homebuyers.

¹⁸ An example is 14 CFR Part 77 – Objects Affecting Navigable Airspace.

¹⁹ FAA Order 5190.6B became effective September 30, 2009, and replaced Order 5190.6A (October 1989). The Order further defines an "Airport Sponsor" as a public agency or tax-supported organization such as an airport authority, that is authorized to own and operate the airport, to obtain property interests, to obtain funds, and to be able to meet all applicable requirements of current laws and regulations both legally and financially (page 315). Hence, the County of Sacramento is the "Airport Sponsor" for federal grant-in-aid funds provided for capital improvements to any of the five airports operated by the County Airport System.

²⁰ Grant Assurance 21 is codified in Title 49 of the United States Code (U.S.C.), section 47107(a) (10).

Other FAA Grant Assurance Requirements

- **Grant Assurance 19 – Operation and Maintenance.** This requirement of grant sponsors (i.e. County of Sacramento) is particularly relevant to hazardous wildlife management. It states, in part, that “The airport and all facilities which are necessary to serve the aeronautical users of the airport...shall be operated at all times in accordance with the minimum standards as may be prescribed by applicable federal, state and local agencies. It will not cause or permit any activity thereon which would interfere with its use for airport purposes.”
 - **Proposed Revision of Grant Assurance 19:** In its *Federal Register* notice of December 10, 2012, the FAA announced its intent to modify Grant Assurance 19, as it applies to non-Part 139 airports such as MHR, to include hazardous wildlife considerations as follows: “[The sponsor] will suitably operate and maintain the airport and all facilities or connected therewith, with due regard to issues including, but not limited to, climatic and flood conditions, and wildlife hazards.”²¹
- **Grant Assurance 27 – Use by Government Aircraft.** As noted above, a significant number of military aircraft continue using MHR, primarily for training purposes. This activity occurs because Grant Assurance 27 requires, in part, that an airport recipient of federal financial assistance make the airport available in common use with other aircraft at all times for without charge by aircraft owned by the United States.

The role of airport sponsors such as the County of Sacramento in ensuring that land adjacent to or in the immediate vicinity of a federally obligated airport is consistent with safe airport operations is clearly articulated in the *FAA Airport Compliance Manual* (guidance for FAA personnel): “Ensuring compatible land use near federally obligated airports is an important responsibility and an issue of federal interest,” because airports in which the FAA has invested federal grant-in-aid funds are important components of the national aviation system.

FAA Order 5190.6B makes other important points regarding the responsibilities of an airport sponsor to protect airports from encroachment by incompatible land uses, including:

- “...to accommodate air traffic demand, maximum utility must be achieved from existing airports. For this to happen, the land use in the vicinity of airports must be reserved for compatible uses.”
- Although residential housing has historically been regarded as among the most incompatible land uses near an airport, the FAA now recognizes that “Additional concerns include the airport’s proximity to landfills and wetlands that may result in hazards to air navigation created by flocks of birds attracted to the landfills or wetlands.”
- Airport sponsors are expected to take appropriate actions to zone and control existing and planned land uses to make them compatible with aircraft operations at the airport.
- “In all cases, the FAA expects a sponsor to take appropriate actions to the extent reasonably possible to minimize incompatible land.”

²¹“Clarification of Wildlife Hazard Management Requirements,” *Federal Register*, Vol. 77, No. 237, page 73513.

Hazardous Wildlife Considerations

Among the most stringent FAA regulations and policies governing airports providing regularly scheduled commercial airline service are those intended to minimize the impacts of hazardous wildlife. Collisions between wildlife and aircraft (strikes) have resulted in the loss of hundreds of lives worldwide, as well as billions of dollars in aircraft damage. According to the FAA National Wildlife Database (Wildlife Database), 119,917 reported wildlife strikes occurred in the United States during from 1990 through 2011, with 10,083 in 2011 alone.²² Birds account for more than 97 percent of reported wildlife strikes.

More Strikes Are Occurring at Higher Elevations: Most bird strikes have historically occurred fairly close to the ground and near airports, but this dynamic has changed in recent years, partly due to successful efforts by airport operators in better managing property under airport control.²³ The percentage of strikes involving commercial air carriers operating at or above 500 feet above ground level (AGL) increased from about 25 percent in 1990 to 30 percent in 2009. The percentage of damaging strikes that occurred more than 500 feet AGL increased at a greater rate, from about 37 percent in the early 1990s, to 45 percent between 2005 and 2009.²⁴ This data means a higher percentage of reported bird strikes and damaging bird strikes are occurring at further distances from airport boundaries. In response to this data, the most recent annual FAA strike report stated, "To address this trend in strikes above 500 feet, the general public and aviation community must first widen its view of wildlife management to consider habitats and land uses within five miles of airports. Wetlands, dredge-spoil containment areas, municipal solid waste landfills, and wildlife refuges can attract hazardous wildlife. Such land uses...are often incompatible with aviation safety and should either be prohibited near airports or designed and operated in a manner that minimizes the attraction of hazardous wildlife."²⁵

Reported Strikes Do Not Reflect Actual Strikes: The wildlife strike problem is more significant than the national data indicate because the FAA has historically estimated that only about 20 percent of wildlife strikes involving civil aircraft are reported to the Wildlife Database, and only about 44 percent of reported strikes identify the responsible wildlife species group.²⁶ The FAA estimates that wildlife strikes cost the civil aviation industry in the United States at least \$500 million annually in direct damage and associated costs and over 500,000 hours of aircraft down time. Although the economic costs of wildlife strikes are extreme, the cost in human lives lost when airplanes crash as a result of wildlife strikes illustrates the need for comprehensive management of the wildlife strike problem, starting with appropriate local public policy decisions regarding land use activities and practices near airports.

²² Wildlife Strikes, 2012, page xii.

²³ Dolbeer, 2011, pages 235 and 240.

²⁴ Wildlife Strikes, 2012, pages 12-13.

²⁵ Wildlife Strikes, 2012, page 13.

²⁶ The FAA has estimated that the number of strikes reported has increased from 20 percent during the period from 1990-1994 to 39 percent from 2004-2008. "FAA Fact Sheet – FAA Wildlife Hazard Mitigation Program." January 14, 2010, page 2.

Land Uses Capable of Attracting Hazardous Wildlife: The requirements and recommendations of FAA Advisory Circular 150/5200-33B, "Hazardous Wildlife Attractants On or Near Airports"²⁷ (*Wildlife Hazards Advisory Circular*) has significant land use implications associated with the critical need to minimize risks caused by wildlife (particularly avian species) known to pose hazards to aircraft operations on or near airports.

Land uses cited by the FAA as likely to attract birds hazardous to aircraft include:

- wetlands and habitat preserves
- stormwater retention basins ("detention" facilities are defined by FAA as draining within 48 hours a storm event)
- sanitary landfills
- golf courses
- surface mining and dredging
- sewage treatment plants and settling ponds
- drinking water intake and treatment facilities
- agriculture (most crops can attract hazardous wildlife during some phase of production)

Synergistic Effects of Multiple Wildlife Attractants: All of the land use activities cited above can provide hazardous wildlife with ideal locations for feeding, resting, reproduction and escape from predators. Any one of these land uses in isolation may not necessarily attract sufficient numbers of hazardous wildlife to endanger aircraft operations. The risk to aviation can become acute, however, when one or more hazardous wildlife-inducing land uses near an airport are collectively aligned to create a wildlife movement corridor directly through the airport and/or surrounding airspace. (An example would be wetland habitat on one side of an airport and a food source such as agriculture on the opposite side of the airport.) Local land use planning decisions within the hazardous wildlife separation criteria specified by the FAA should therefore devote particular attention to the potential synergistic effects of multiple wildlife attractants surrounding airports.

Wildlife Hazard Management Plans: If an airport regulated by 14 CFR, Part 139 experiences one or more of the hazardous wildlife events or conditions specified in Part 139.337, the FAA may require the airport operator to adopt a Wildlife Hazard Management Plan (WHMP) in compliance with FAA guidelines. Such a plan must specify those measures the airport operator will implement to minimize hazardous wildlife threats. Sacramento International has had an FAA-approved WHMP since 1994 and is now revising the WHMP based on the results of a year-long Wildlife Hazard Assessment (WHA) completed in 2011 and accepted by the FAA in March 2012. The resulting new Wildlife Hazard Management Plan (WHMP) will be submitted to the FAA in early 2013.

²⁷ This FAA Advisory Circular is periodically updated, most recently on August 28, 2007. Analysis of proposed projects and land uses should rely upon the most recent version of the *Wildlife Hazards Advisory Circular*.

FAA is Strengthening Airport Hazardous Wildlife Management Requirements

On November 30, 2012 the FAA Office of Airport Safety and Standards released proposed revisions to several advisory circulars that address hazardous wildlife. The most important changes appear in revisions to Advisory Circular (AC) 150-5200-33C, *Hazardous Wildlife Attractants on or Near Airports*, and a new AC titled *Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans*.²⁸ If adopted as proposed, these ACs will greatly expand the applicability of FAA's wildlife hazard management requirements to include many general aviation and reliever airports such as MHR and SAC.

These documents also reiterated the FAA's expectation that the sponsors of federal airport grants (such as the County of Sacramento) do more to reduce wildlife strikes. As recently stated in the *Federal Register*, "The FAA believes sponsors who accept new grants at Subject Airports need to be more proactive in the future and take steps to understand and alleviate the risks of wildlife strikes."²⁹ The FAA also recently clarified its interpretation of the phrase "farthest edge of the airport's Air Operations Area (AOA) in Advisory Circular 150/5200-33 ("Hazardous Wildlife on or Near Airports") to mean to the edge of the AOA closest to the wildlife attractant.³⁰ Such attractants could include any new stormwater management basins and habitat mitigation preserves within the new development projects proposed near MHR.

General Separation Criteria for Hazardous Wildlife Attractants on or Near Part 139 Airports

The FAA recommends the minimum separation criteria summarized below for private and public land-use practices that attract hazardous wildlife to the vicinity of airports, and states that hazardous wildlife attractants should be avoided, eliminated or mitigated³¹ within these separation distances. These criteria include land uses that cause movement of hazardous wildlife onto, into, or across an airport's approach or departure airspace or air operations area (AOA). The separation criteria are based on FAA regulations, but are generally related to the elevation at which aircraft commonly fly near airports and at which most strikes occur.

The FAA separation distances are based on: (1) flight patterns of piston-powered and turbine-powered aircraft; (2) the relatively low altitude at which most bird strikes occur (78 percent below 1,000 feet and 90 percent under 3,000 feet); and (3) recommendations of the National Transportation Safety Board. The County is the grant sponsor for FAA grant-in-aid funds to facilitate airport capital projects at the airports operated by the County Airport System. The County is therefore responsible for ensuring that land uses in and around airports within its jurisdiction comply with the hazardous wildlife exclusion areas specified in the FAA *Wildlife Haz-*

²⁸ The deadline for these and other draft recently released FAA documents is January 31, 2013.

²⁹ "Clarification of Wildlife Hazard Management Requirements," *Federal Register*, Vol. 77, No. 237, page 73513.

³⁰ "Clarification of Wildlife Hazard Management Requirements," page 73513.

³¹ In FAA hazardous wildlife terminology, "mitigation" means as alleviating or reducing the hazardous wildlife attractant. It does not have the same meaning as "mitigation" for compensation for habitat impacts under the State or federal endangered species acts.

Summary of FAA Land Use Policies Relative to Proposed Development Projects Near Mather Airport (MHR)
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ards Advisory Circular, summarized below, and the revisions to this AC expected to be approved by the FAA later in 2013.

Paragraph 2 ("Applicability") of this AC states "Airports that have received Federal grant-in-aid assistance must use these standards." In its *Federal Register* notice of December 10, 2012, the FAA clarified this statement as follows: "The word 'standards' in this section of the AC refers to the separation criteria for proposed land use practices...The FAA considers the grant assurances to require federally funded airports to adhere to the separation criteria."³²

- Perimeter A: The FAA recommends that airports (Part 139 airports or those subject to federal grant assurances) and/or airports serving piston-powered (propeller) aircraft maintain a minimum distance of 5,000 feet between the farthest edge of the Airport Operations Area (AOA)³³ and the nearest hazardous wildlife attractant.
- Perimeter B: The FAA recommends that airports (Part 139 airports or those subject to federal grant assurances) that serve turbine-powered (jet) aircraft maintain a minimum separation distance of 10,000 feet between the AOA and the nearest hazardous wildlife attractant. This area, sometimes referred to as the "Critical Zone," is generally the distance where aircraft in approach descend to an elevation below 500 feet AGL, where most bird strikes have historically occurred.³⁴
- Perimeter C – Protection of Approach, Departure and Circling Airspace: For all airports (Part 139 airports or those subject to federal grant assurances), the FAA recommends a distance of five statute miles between the farthest edge of the AOA and hazardous wildlife attractants if the attractant could cause hazardous wildlife movement into or across approach or departure or circling airspace. Perimeter C is sometimes referred to as the "General Zone." The County Airport System is therefore required to review and prepare comments on proposed development plans, CEQA and NEPA scoping documents and draft environmental documents for proposed projects within five miles of the airports owned or operated by the County.

(FAA Regulations and Requirements Pertaining to Hazardous Wildlife)

The FAA has developed numerous regulations, policies and guidance documents on minimizing bird strike hazards and habitat on or near airport lands. These documents include the following which should be considered in the environmental analysis (both CEQA and NEPA) for the various specific plans and General Plan amendments under consideration near MHR, and in the environmental analyses conducted pursuant to CEQA and NEPA.

³² "Clarification of Wildlife Hazard Management Requirements," *Federal Register*, Vol.77, No. 237 page 73513.

³³ The FAA defines the AOA as any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An AOA includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, ramps or apron.

³⁴ Dolbeer, 2011, page 236.

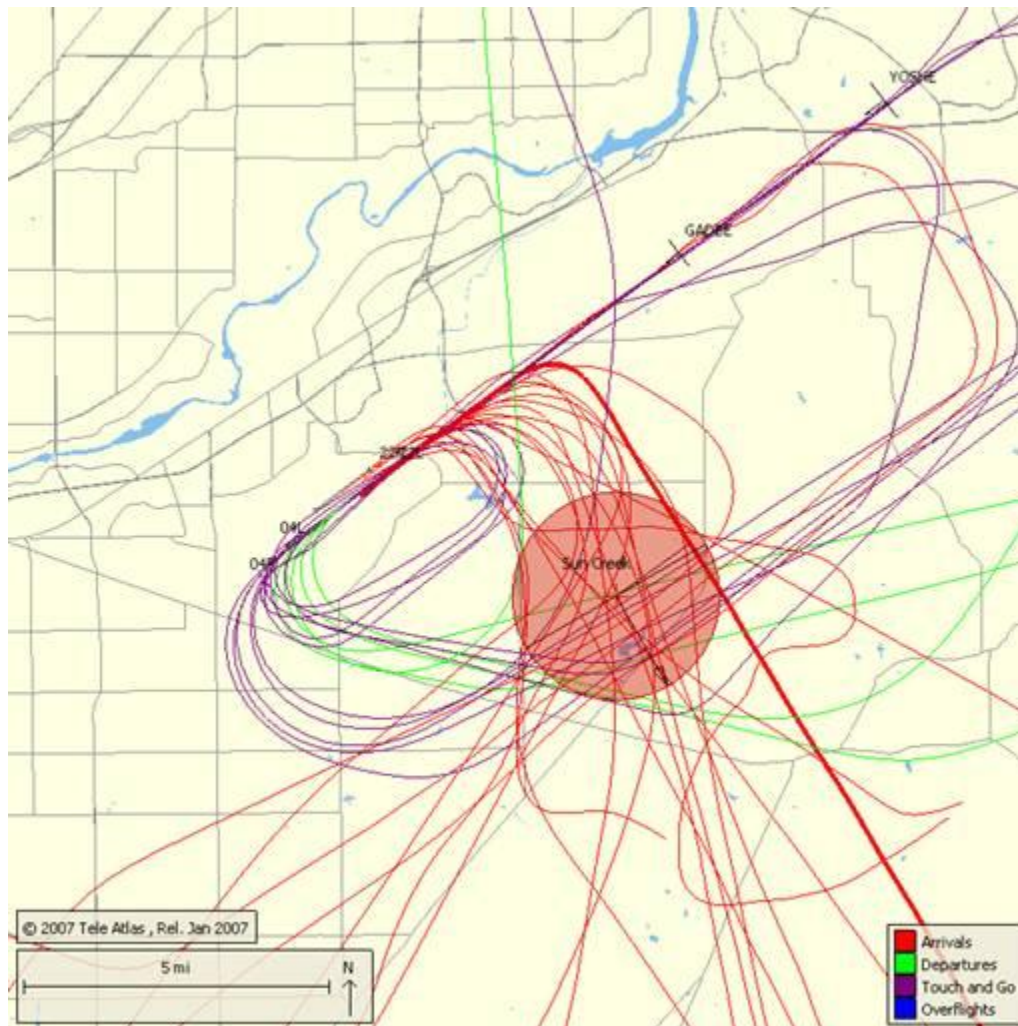
Summary of FAA Land Use Policies Relative to Proposed Development Projects Near Mather Airport (MHR)
January 9, 2013

- Code of Federal Regulations, Title 14, Part 139 – Certification of Airports (14 CFR Part 139, as amended February 2004. In particular, see Part 139.337 *Wildlife Hazard Management*.
- Advisory Circular 50/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, August 28, 2007 (replaces 33A published July 27, 2004, and all previous versions). Revision 33C was released for comment on November 30, 2012.
- FAA Certification Alert 06-07, *Requests by State Wildlife Agencies to Facilitate and Encourage Habitat for State-Listed Threatened and Endangered Species and Species of Special Concern on Airports*, November 21, 2006.
- FAA Advisory Circular 150/5200-32A, *Reporting Wildlife Aircraft Strikes*, December 22, 2004. Please note that version 32B was released for public comment on November 30, 2012.
- FAA Advisory Circular 150/5200-36A, *Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculum for Airport Personnel in Controlling Wildlife Hazards at Airports*. January 31, 2012).
- *Wildlife Hazard Management at Airports – A Handbook for Airport Personnel*. FAA Office of Airport Safety and Standards and United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services (APHIS) - Wildlife Services, 2nd Edition July 2005.
- FAA Advisory Circular 150/5200-34 *Construction or Establishment of Landfills Near Public Airports*, August 26, 2000.
- FAA Advisory Circular 150/5300-13 *Airport Design*, Appendix 17, “Minimum Distances Between Certain Airport Features and Any On-Airport Agriculture Crops.”
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, April 28, 2006. Section 209.a – Wildlife Hazard Management Plans (WHMP) specifies that when the FAA Administrator determines that an airport must prepare a WHMP to address wildlife hazards, the airport must submit the WHMP to the FAA for approval prior to implementation.
- FAA Order 5190.6B (National Policy). *FAA Airport Compliance Manual*, September 30, 2009. Chapter 20 – “Compatible Land Use and Airspace Protection,” describes local land use agency requirements.
- *Memorandum of Agreement Between the FAA, U.S. Air Force, U.S. Army, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and U.S. Department of Agriculture to Address Aircraft-Wildlife Strikes*. Signed by the agencies December 2002 - July 2003.
- Animal Damage Control Act, 7 USC, Section 426-426c, enacted in 1931 and amended in 1937 and 1991; grants the Secretary of Agriculture broad authority to investigate and control certain predatory and wild animals and nuisance mammals and birds.
- FAA Office of Airport Safety and Standards – Program Policies and Guidance, Airport Certification – 14 CFR 130; Policies 77, 78, 79 and 82 specify procedures with regard to wildlife hazard management, waste disposal, and coordination with regard to the federal Endangered Species Act. These policies comprise Appendix D of the 2005 FAA-USDA Hazard Wildlife Management handbook referenced above.

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Exhibit 1

Flight Tracks of 34 Flights Occurring Within 1.7-mile Radius of the Center
of the Proposed SunCreek Project Area – May 1, 2007



Note: Overflights are aircraft flying through the airspace surrounding Mather Airport (MHR) but which did not land or takeoff from MHR.

Table 1
Proposed SunCreek Specific Plan Project
Aircraft Operations Within 1.7 mile radius of Center of Penetration Gate - May 1, 2007

Note: PCA in the last two columns stands for point-of-closest approach.

Actual Date/Time	Flight No	Runway	N Operation	Aircraft Ty	Operator	AC Categ.	PCA Alt (ft)	PCA Timestamp
5/1/2007 3:47	UPS954	22L	A	B752	CAR	J	1,555	5/1/2007 3:44
5/1/2007 4:06	ABX1927	22L	A	B762	CAR	J	1,516	5/1/2007 4:03
5/1/2007 5:55	UPS2959	22L	D	B752	CAR	J	3,806	5/1/2007 5:57
5/1/2007 5:58	ABX1655	22L	D	B762	CAR	J	4,055	5/1/2007 6:00
5/1/2007 6:17	TN800MU	22L	A	H258	GA	B	1,660	5/1/2007 6:15
5/1/2007 6:28	UPS2957	22L	D	A306	CAR	J	4,242	5/1/2007 6:30
5/1/2007 6:47	ABX806	22L	D	B762	CAR	J	4,744	5/1/2007 6:49
5/1/2007 7:14	-	22R	A	-	UNK	U	1,444	5/1/2007 7:11
5/1/2007 8:11	DNJ323	22L	A	E135	COM	R	2,185	5/1/2007 8:09
5/1/2007 8:39	-	22L	A	BE9L	GA	T	2,562	5/1/2007 8:37
5/1/2007 9:05	DNJ623	22L	A	E135	COM	R	1,841	5/1/2007 9:02
5/1/2007 13:02	-	22L	A	-	UNK	U	1,053	5/1/2007 12:59
5/1/2007 13:29	ROPER28	22L	T	T38	MIL	M	4,613	5/1/2007 13:41
5/1/2007 14:15	-	22L	A	PA-28R-20	GA	P	2,546	5/1/2007 14:05
5/1/2007 14:16	-	22L	T	PA-28R-20	GA	P	2,533	5/1/2007 14:21
5/1/2007 14:26	-	22L	A	BE35	GA	P	3,632	5/1/2007 14:24
5/1/2007 14:32	-	22L	T	PA-28R-20	GA	P	2,461	5/1/2007 14:36
5/1/2007 15:04	-	22L	A	C550	GA	B	1,604	5/1/2007 15:02
5/1/2007 15:24	-	22L	T	BE58	GA	P	3,005	5/1/2007 15:27
5/1/2007 15:32	-	22R	A	-	UNK	U	1,250	5/1/2007 15:29
5/1/2007 16:09	DNJ243	22L	A	E135	COM	R	2,126	5/1/2007 16:07
5/1/2007 17:13	-	22L	A	PA44	GA	P	5,013	5/1/2007 17:02
5/1/2007 17:44	MRA850	22R	A	C208	COM	T	2,457	5/1/2007 17:42
5/1/2007 18:06	SNC1026	22L	A	SH36	COM	T	2,418	5/1/2007 18:03
5/1/2007 18:06	MRA853	22L	A	C208	COM	T	2,438	5/1/2007 18:05
5/1/2007 18:17	DNJ263	22L	A	E135	COM	R	2,785	5/1/2007 18:13
5/1/2007 18:28	AMF1441	22L	A	BE99	COM	T	1,732	5/1/2007 18:25
5/1/2007 18:37	TAHOE43	22L	T	K35R	MIL	M	2,933	5/1/2007 18:40
5/1/2007 18:49	TAHOE43	22L	T	K35R	MIL	M	2,949	5/1/2007 18:51
5/1/2007 19:01	TAHOE43	22L	T	K35R	MIL	M	2,858	5/1/2007 19:03
5/1/2007 19:14	TAHOE43	22L	T	K35R	MIL	M	2,972	5/1/2007 19:16
5/1/2007 19:27	-	22L	A	L45	GA	B	3,481	5/1/2007 19:25
5/1/2007 19:33	-	22L	D	PRML	GA	B	5,495	5/1/2007 19:34
5/1/2007 20:20	DNJ363	22L	A	E135	COM	R	1,867	5/1/2007 20:18

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APPENDIX C

Fehr & Peers Memorandum



MEMORANDUM

Date: August 27, 2013
To: Bret Sampson, City of Rancho Cordova
From: David B. Robinson, Fehr & Peers
Subject: **SunCreek Specific Plan DEIR/DEIS Sensitivity Analysis**

RS10-2795

Fehr & Peers completed a sensitivity analysis of the SunCreek Specific Plan DEIR/DEIS to determine if traffic from additional residential development would trigger new transportation impacts. This memorandum presents the following:

- Potential Specific Plan Changes
- Analysis Methodology
- Findings

Potential Specific Plan Changes

We understand that there are two separate changes to the SunCreek Specific Plan being considered that could result in increased residential development in the project. The first change would increase the allowable density range for high-density residential land uses, which could result in about 203 additional high-density dwelling units. The second change would shift park acreage to residential land use, which could result in about 35 additional single family dwelling units.

Analysis Methodology

We used the transportation analysis documented in the SunCreek Specific Plan Draft EIR/EIS as the basis of our sensitivity analysis and were conducted using the following steps:

- Step 1 Estimated daily trip generation for potential new multi-family residential dwelling units, based on trip generation rates published in *Trip Generation, 8th Edition* (Institute of Transportation Engineers, 2008) and assuming 203 multi-family and 35

Bret Sampson, City of Rancho Cordova
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single family dwelling units. The additional dwellings would generate about 1,671 trips per day.

- Step 2 Calculated the project's share of daily traffic on study area roadways under baseline and cumulative conditions.
- Step 3 Assigned trip generation from Step 1 to the study roadway facilities to develop daily traffic volume forecasts for the Proposed Project alternative with increased development.
- Step 4 Calculated the roadway segment volume-to-capacity ratio and level of service. Tables 1 and 2 show the roadway segment traffic operations analysis with the Proposed Project alternative with increased traffic from Step 1 under Baseline and Cumulative conditions, respectively.
- Step 5 Compared the updated roadway segment analysis to the analysis in the Draft EIR/EIS to determine if the additional traffic would result in new impacts.
- Step 6 Developed an estimate of added peak hour traffic on study area roadways.
- Step 7 Reviewed peak hour intersection operations analysis to determine potential for new peak hour intersection impacts.

Findings

Based on the analysis presented in Tables 1 and 2, the addition of traffic from 203 multi-family and 35 single family dwelling units, which would result in about 1,671 trips per day, would not cause additional roadway impacts beyond those already disclosed in the SunCreek Draft EIR/EIS.

Table 1 Roadway Segment Levels of Service—Baseline Conditions										
Roadway Segment	Lanes	No Project			Proposed Project			Proposed Project With Increased Development		
		ADT	LOS	V/C	ADT	V/C	LOS	ADT	V/C	LOS
1. SR 16—Excelsior Road to Eagles Nest Road	2	12,900	0.65	B	18,800	0.94	E	18,900	0.95	E
2. SR 16—Sunrise Boulevard to Grant Line Road	2	15,400	0.77	C	17,000	0.85	D	17,000	0.85	D
3. Kiefer Boulevard—Grant Line Road to north of SR 16	2	1,800	0.1	A	2,200	0.12	A	2,200	0.12	A
4. Mather Boulevard—Femoyer Street to Douglas Road	2	12,900	0.72	C	17,200	0.96	E	17,300	0.96	E
5. Douglas Road—Mather Boulevard to Sunrise Boulevard	2	11,700	0.65	B	16,600	0.92	E	16,700	0.93	E
6. International Drive—South White Rock Road to Zinfandel Drive	4	12,000	0.33	A	12,300	0.34	A	12,300	0.34	A
7. International Drive—Zinfandel Drive to Kilgore Road	4	6,800	0.19	A	7,300	0.2	A	7,300	0.20	A
8. White Rock Road—Zinfandel Drive to Sunrise Boulevard	6	24,000	0.44	A	26,500	0.49	A	26,600	0.49	A
9. White Rock Road—Sunrise Boulevard to Grant Line Road	2	7,600	0.38	A	7,700	0.39	A	7,700	0.39	A
10. Folsom Boulevard—Zinfandel Drive to Sunrise Boulevard	4	20,300	0.56	A	20,500	0.57	A	20,500	0.57	A
11. Folsom Boulevard—Sunrise Boulevard to Hazel Avenue	4	13,300	0.37	A	13,400	0.37	A	13,400	0.37	A
12. Mather Field Road—Folsom Boulevard to U.S. 50 westbound ramps	4	26,900	0.75	C	27,600	0.77	C	27,600	0.77	C
13. Mather Field Road—U.S. 50 eastbound ramps to International Drive	6	38,200	0.71	C	41,700	0.77	C	41,800	0.77	C
14. Zinfandel Drive—Folsom Boulevard to U.S. 50 westbound ramps	4	23,100	0.64	B	23,500	0.65	B	23,500	0.65	B
15. Zinfandel Drive—U.S. 50 eastbound ramps to White Rock Road	6	42,100	0.78	C	43,200	0.8	C	43,200	0.80	C
16. Zinfandel Drive—White Rock Road to International Drive	4	19,700	0.55	A	19,700	0.55	A	19,700	0.55	A
17. Sunrise Boulevard—Gold Country Boulevard to Coloma Road	6	74,700	1.38	F	78,600	1.46	F	78,700	1.46	F
18. Sunrise Boulevard—Coloma Road to U.S. 50 westbound ramps	6	72,400	1.34	F	76,900	1.42	F	77,000	1.43	F
19. Sunrise Boulevard—U.S. 50 eastbound ramps to Folsom Boulevard	6	55,200	1.02	F	60,900	1.13	F	61,000	1.13	F
20. Sunrise Boulevard—Folsom Boulevard to White Rock Road	6	43,200	0.8	C	50,100	0.93	E	50,200	0.93	E
21. Sunrise Boulevard—White Rock Road to Douglas Road	6	30,200	0.56	A	41,800	0.77	C	42,100	0.78	C
22. Sunrise Boulevard—SR 16 to Grant Line Road	2	11,400	0.57	A	15,800	0.79	C	15,900	0.80	C
23. Hazel Avenue—Winding Way to U.S. 50 westbound ramps ¹	4	54,200	1.51	F	54,800	1.52	F	54,800	1.52	F
24. Grant Line Road—White Rock Road to Douglas Road	2	8,000	0.4	A	11,600	0.58	A	11,700	0.59	A
25. Grant Line Road—Douglas Road to SR 16	2	6,700	0.34	A	10,100	0.51	A	10,200	0.51	A
26. Grant Line Road—SR 16 to Sunrise Boulevard	2	5,600	0.28	A	7,000	0.35	A	7,000	0.35	A
27. Douglas Road—Sunrise Boulevard to Rancho Cordova Parkway	4	13,500	0.38	A	20,700	0.58	A	20,900	0.58	A
28. Douglas Road—Americanos Boulevard to Grant Line Road	4	4,500	0.13	A	4,500	0.13	A	4,500	0.13	A
29. Sunrise Boulevard—Douglas Road to Kiefer Boulevard	4	27,700	0.77	C	36,600	1.02	F	36,800	1.02	F
30. Sunrise Boulevard—Kiefer Boulevard to SR 16	4	23,000	0.64	B	33,200	0.92	E	33,400	0.93	E
Notes: ADT = Average Daily Traffic (Two-way); LOS = level of service; SR = State Route; U.S. 50 = U.S. Highway 50; V/C = volume-to-capacity ¹ Assumed to have high access control. Shaded areas indicate deficiency. Bold indicates impact. Source: Data Compiled by Fehr & Peers in 2010										

Table 2
Roadway Segment Levels of Service—Cumulative Conditions

Roadway Segment	Lanes	No Project			Proposed Project			Proposed Project With Increased Development		
		ADT	V/C	LOS	ADT	V/C	LOS	ADT	V/C	LOS
1. SR 16—Excelsior Road to Eagles Nest Road	2	21,900	1.22	F	25,500	1.42	F	25,600	1.42	F
2. SR 16—Sunrise Boulevard to Grant Line Road	2	26,140	1.45	F	28,340	1.57	F	28,400	1.58	F
3. Kiefer Boulevard—Grant Line Road to north of SR 16	2	6,300	0.35	A	7,200	0.4	A	7,200	0.40	A
4. Mather Boulevard—Femoyer Street to Douglas Road	4	22,300	0.62	B	26,100	0.73	C	26,200	0.73	C
5. Douglas Road—Mather Boulevard to Sunrise Boulevard	4	26,000	0.72	C	30,700	0.85	D	30,800	0.86	D
6. International Drive—South White Rock Road to Zinfandel Drive	6	60,800	1.13	F	61,700	1.14	F	61,700	1.14	F
7. International Drive—Zinfandel Drive to Kilgore Road	6	65,600	1.21	F	67,600	1.25	F	67,600	1.25	F
8. White Rock Road—Zinfandel Drive to Sunrise Boulevard	6	42,400	0.79	C	42,500	0.79	C	42,500	0.79	C
9. White Rock Road—Sunrise Boulevard to Grant Line Road	6x ¹	52,790	0.65	C	52,990	0.65	C	53,000	0.65	C
10. Folsom Boulevard—Zinfandel Drive to Sunrise Boulevard	4	28,600	0.79	C	28,700	0.8	C	28,700	0.80	C
11. Folsom Boulevard—Sunrise Boulevard to Hazel Avenue	4	27,900	0.78	C	28,000	0.78	C	28,000	0.78	C
12. Mather Field Road—Folsom Boulevard to U.S. 50 westbound ramps	4	41,200	1.14	F	41,600	1.16	F	41,600	1.16	F
13. Mather Field Road—U.S. 50 eastbound ramps to International Drive	6	67,800	1.26	F	69,900	1.29	F	69,900	1.29	F
14. Zinfandel Drive—Folsom Boulevard to U.S. 50 westbound ramps	4	30,800	0.86	D	31,200	0.87	D	31,200	0.87	D
15. Zinfandel Drive—U.S. 50 eastbound ramps to White Rock Road	6	78,000	1.44	F	79,000	1.46	F	79,000	1.46	F
16. Zinfandel Drive—White Rock Road to International Drive	6	42,200	0.78	C	43,100	0.8	C	43,100	0.80	C
17. Sunrise Boulevard—Gold Country Boulevard to Coloma Road	6	97,400	1.8	F	100,000	1.85	F	100,100	1.85	F
18. Sunrise Boulevard—Coloma Road to U.S. 50 westbound ramps	6	97,900	1.81	F	101,000	1.87	F	101,100	1.87	F
19. Sunrise Boulevard—U.S. 50 eastbound ramps to Folsom Boulevard	6	60,400	1.12	F	63,500	1.18	F	63,600	1.18	F
20. Sunrise Boulevard—Folsom Boulevard to White Rock Road	6	55,700	1.03	F	59,100	1.09	F	59,200	1.10	F
21. Sunrise Boulevard—White Rock Road to Douglas Road	6	41,300	0.76	C	47,500	0.88	D	47,600	0.88	D
22. Sunrise Boulevard—SR 16 to Grant Line Road	6	26,400	0.49	A	30,100	0.56	A	30,200	0.56	A
23. Hazel Avenue—Winding Way to U.S. 50 westbound ramps	6	121,100	2.24	F	122,600	2.27	F	122,600	2.27	F
24. Grant Line Road—White Rock Road to Douglas Road	4h ²	52,520	1.31	F	59,220	1.48	F	59,400	1.49	F
25. Grant Line Road—Douglas Road to SR 16	4h	35,390	0.88	D	42,990	1.07	F	43,200	1.08	F
26. Grant Line Road—SR 16 to Sunrise Boulevard	4h	28,810	0.72	C	32,610	0.82	D	32,700	0.82	D
27. Douglas Road—Sunrise Boulevard to Rancho Cordova Parkway	4	26,930	0.75	C	36,530	1.01	F	36,700	1.02	F
28. Douglas Road—Americanos Boulevard to Grant Line Road	4	18,230	0.51	A	19,030	0.53	A	19,000	0.53	A
29. Sunrise Boulevard—Kiefer Boulevard to SR 16	6	35,900	0.66	B	42,400	0.79	C	42,500	0.79	C
30. Douglas Road—Rancho Cordova Parkway to Americanos Boulevard	4	15,430	0.43	A	15,730	0.44	A	15,700	0.44	A
31. Chrysanthy Boulevard—Sunrise Boulevard to Rancho Cordova Parkway	4	6,800	0.19	A	7,200	0.2	A	7,200	0.20	A
32. Chrysanthy Boulevard—Rancho Cordova Parkway to Americanos Boulevard	4	9,200	0.26	A	10,700	0.3	A	10,700	0.30	A
33. Kiefer Boulevard—Zinfandel Drive to Sunrise Boulevard	4	3,900	0.11	A	9,400	0.26	A	9,500	0.26	A
34. Kiefer Boulevard—Sunrise Boulevard to Rancho Cordova Parkway	4	5,600	0.16	A	16,000	0.44	A	16,200	0.45	A
35. Zinfandel Drive—Mather Boulevard to Douglas Road	6	29,300	0.52	A	32,700	0.61	B	32,800	0.61	B
36. Zinfandel Drive—Douglas Road to Kiefer Boulevard	2	5,600	0.31	A	5,800	0.32	A	5,800	0.32	A
37. Zinfandel Drive—Kiefer Boulevard to SR 16	2	6,300	0.35	A	6,400	0.36	A	6,400	0.36	A
38. Sunrise Boulevard—Douglas Road to Chrysanthy Boulevard	6	53,900	1	E	58,500	1.08	F	58,600	1.09	F
39. Sunrise Boulevard—Chrysanthy Boulevard to Kiefer Boulevard	6	37,800	0.7	B	43,100	0.8	C	43,200	0.80	C
40. Rancho Cordova Parkway—U.S. 50 to Easton Valley Parkway	6x	60,700	0.75	D	62,600	0.77	D	62,600	0.77	D
41. Rancho Cordova Parkway—Easton Valley Parkway to White Rock Road	6x	55,800	0.69	C	57,600	0.71	D	57,600	0.71	D
42. Rancho Cordova Parkway—White Rock Road to Douglas Road	6	18,800	0.35	A	21,100	0.39	A	21,100	0.39	A
43. Rancho Cordova Parkway—Douglas Road to Chrysanthy Boulevard	4	26,700	0.74	C	41,300	1.15	F	41,600	1.16	F
44. Rancho Cordova Parkway—Chrysanthy Boulevard to Kiefer Boulevard	4	28,900	0.8	D	34,600	0.96	E	34,700	0.96	E
45. Americanos Boulevard—Rancho Cordova Parkway to White Rock Road	6	28,400	0.53	A	31,900	0.59	A	32,000	0.59	A
46. Americanos Boulevard—White Rock Road to Douglas Road	4	24,300	0.68	B	29,100	0.81	D	29,200	0.81	D
47. Americanos Boulevard—Douglas Road to Chrysanthy Boulevard	4	17,100	0.48	A	25,500	0.71	C	25,700	0.71	C

Notes: ADT= Average Daily Traffic (Two-way); LOS = level of service; SR = State Route; U.S. 50 = U.S. Highway 50; V/C = volume-to-capacity

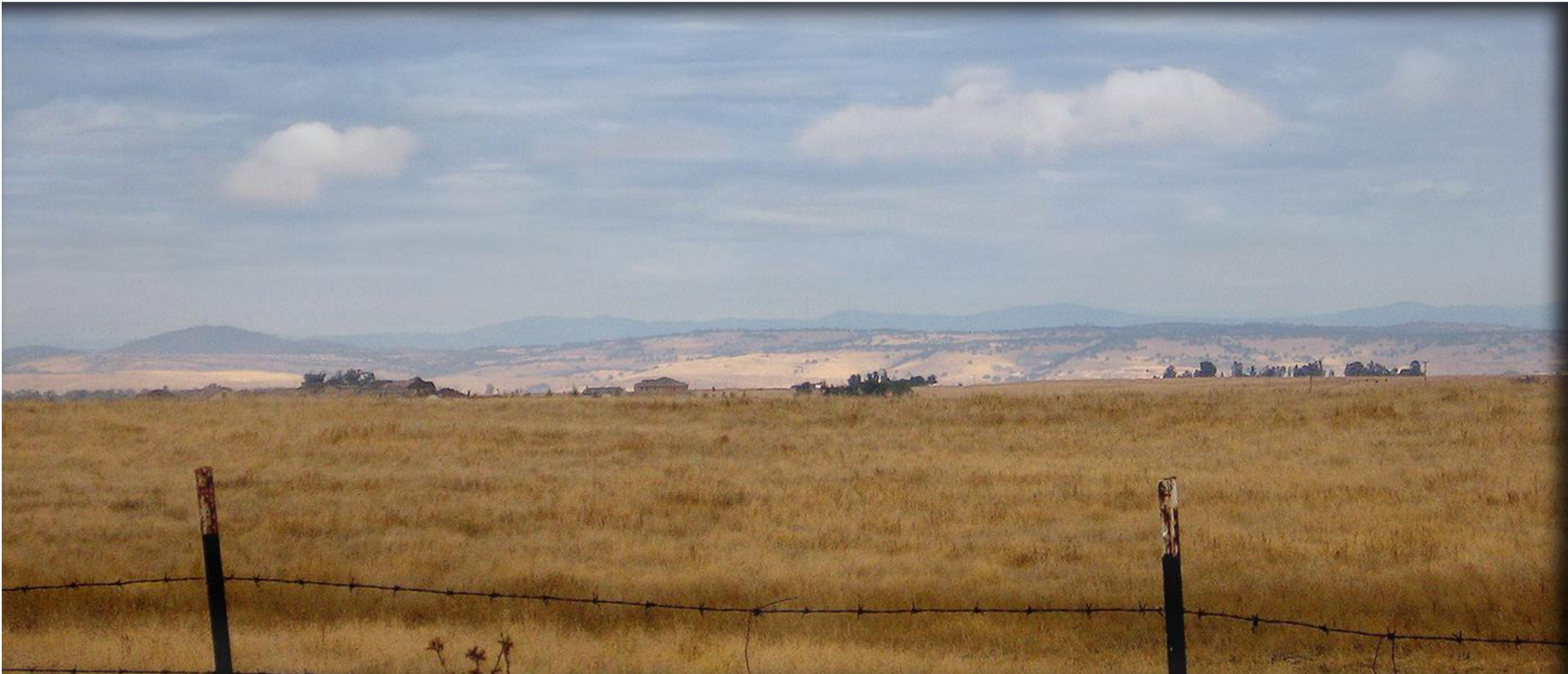
¹ h = Assumed to be a limited-access expressway.

² h = Assumed to have high access control.

Shaded areas indicate deficiency. **Bold** indicates impact.

Source: Data Compiled by Fehr & Peers in 2010 and 2011.

SunCreek Specific Plan Project
State Clearinghouse No. 2006072067



Prepared for:
City of Rancho Cordova



Prepared by:
AECOM
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October 2013

Mitigation Monitoring and Reporting Program
SunCreek Specific Plan Project
State Clearinghouse No. 2006072067



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MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations [CCR] Section 15000 et seq.), the City of Rancho Cordova (City) and the U.S. Army Corps of Engineers (USACE), Sacramento District prepared an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) that identifies adverse environmental impacts related to construction and operation of the SunCreek Specific Plan Project. The EIR/EIS also identifies mitigation measures that would reduce these impacts to a less-than-significant level, avoid, or eliminate the adverse impacts altogether.

CEQA Guidelines require public agencies “to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment.” A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR identifies potentially significant adverse impacts related to project implementation, and mitigation measures have been identified to reduce those impacts. Adoption of the MMRP would occur along with certification of the EIR and approval of the proposed project.

PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner before and during project construction and operation. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other project, engineering, and design refinements. Table 1 (included at the end of this document) has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies individual mitigation measures, monitoring/mitigation timing, responsible person/agency for implementing the measure, monitoring and reporting procedure, and space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR/EIS.

ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to a licensed contractor or other designated agent. Areas in grey shading indicate that enforcement is required by an agency other than the City, and therefore no verification is required.

The City would be responsible for overall administration of the MMRP and for verifying that City staff members and/or the construction contractor has completed the necessary actions for each measure. The City would designate a project manager to oversee implementation of the MMRP. Duties of the project manager include the following:

- ▶ Ensure that routine inspections of the construction site are conducted by appropriate City staff; check plans, reports, and other documents required by the MMRP; and conduct report activities.
- ▶ Serve as a liaison between the City and the contractor or project applicant regarding mitigation monitoring issues.
- ▶ Complete forms and maintain reports and other records and documents generated by the MMRP.
- ▶ Coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

The responsible party for implementation of each item would identify the staff members responsible for coordinating with the City on the MMRP.

REPORTING

The City’s project manager shall prepare a monitoring report, upon completion of the project, on the compliance of the activity with the required mitigation measures. Information regarding inspections and other requirements shall be compiled and explained in the report. The report shall be designed to simply and clearly identify whether mitigation measures have been adequately implemented. At a minimum, each report shall identify the mitigation measures or conditions to be monitored for implementation, whether compliance with the mitigation measures or conditions has occurred, the procedures used to assess compliance, and whether further action is required. The monitoring report shall be presented to the City Council.

MITIGATION MONITORING AND REPORTING PLAN TABLE

The categories identified in Table 1 are described below.

- ▶ **Mitigation Measure** – This column provides the text of the mitigation measures identified in the EIR.
- ▶ **Timing** – This column identifies the time frame in which the mitigation will take place.
- ▶ **Enforcement** – This column identifies the party responsible for enforcing compliance with the requirements of the mitigation measure.
- ▶ **Dated Signature for Verification of Compliance** – This column is to be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure. Areas in grey shading do not require verification.

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
3.1 AESTHETICS				
Mitigation Measure 3.1-2: Require Development to Conform with Design Standards Identified in the SunCreek Specific Plan. The project applicants for any particular discretionary development application shall implement design, architectural, development, and maintenance standards identified in the SunCreek Specific Plan. The following shall be implemented: ▶ Design standards regarding building design, massing, scale, and orientation shall be applied at the interface between the open space preserve and residential and commercial development in order to ensure that project design is compatible with open space preservation and to minimize the visual impacts of the built environment on the open space. ▶ Automobile, pedestrian, and bicycle trails shall be designed to minimize visual impacts by providing for landscaping, and by keeping streets and paved trails to minimum required widths, where feasible. ▶ Landscaping shall be compatible with adjacent preserved areas by emphasizing landscapes that use non-invasive plants native to the region.	Before approval of building permits for all structures within all project phases.	Project applicants any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.1-3: Screen Construction Staging Areas. The project applicants for any particular discretionary development application shall locate staging and material storage areas as far away from sensitive land uses (e.g., residential areas, schools, parks) as feasible. The location of staging and material storage areas shall be approved by the City of Rancho Cordova before the approval of grading plans and building permits for all project phases and shall be screened from adjacent occupied land uses in earlier development phases to the maximum extent practicable. Screens may include, but are not limited to, the use of visual barriers such as berms or fences. The screen design shall be approved by the City of Rancho Cordova to further reduce visual effects to the extent feasible.	Before approval of building permits for each project phase.	Project applicants any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.1-4: Prepare and Implement a Lighting Plan. To reduce impacts associated with light and glare, the project applicants of all project phases shall: ▶ Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties. ▶ Place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists. ▶ For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or brightness (e.g., harsh mercury vapor, low-pressure sodium, or fluorescent bulbs) or that blink or flash. ▶ Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth-toned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways. ▶ Design exterior on-site lighting as an integral part of the building and landscape design in the SPA. Lighting fixtures shall be architecturally consistent with the overall site design. ▶ Lighting of facilities as proposed in the lighting plan shall be consistent with the City’s General Plan standards. A lighting plan for all project elements shall be submitted to the City for review and approval, which shall include the above elements. The lighting plan may be submitted concurrently with other improvement plans, and shall be submitted before the installation of any lighting or the approval of building permits for each phase. The project applicants of all project phases shall implement the approved lighting plan.	Before approval of building permits for each project phase.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	
3.2 AIR QUALITY				
Mitigation Measure 3.2-1a: Implement Measures to Control Air Pollutant Emissions Generated by Construction Activities. To reduce temporary and short-term construction emissions, the project applicant for any particular discretionary development application shall require their contractors to implement SMAQMD’s list of Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices, and Enhanced Exhaust Control Practices (listed below) or whatever feasible mitigation measures are recommended by SMAQMD at the time individual portions of the site undergo construction. In addition to the current SMAQMD-recommended measures, construction operations shall comply with all future additional SMAQMD rules and regulations that may be applicable at the time of construction. <u>Basic Construction Emission Control Practices</u> ▶ Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. ▶ Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	The project applicant for any particular discretionary development application.	City of Rancho Cordova Community Development Department, in consultation with the Sacramento Metropolitan Air Quality Management District.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
► Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited. ► Limit vehicle speeds on unpaved roads to 15 miles per hour (mph). ► All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. ► Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site. ► Maintain all construction equipment in proper working condition according to manufacturer’s specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated. Enhanced Fugitive PM Dust Control Practices – Soil Disturbance Areas ► Water exposed soil with adequate frequency for continued moist soil. However, do not overwater to the extent that sediment flows off the site. ► Suspend excavation, grading, and/or demolition activity when wind speeds exceed 20 mph. ► Install wind breaks (e.g., plant trees, solid fencing) on windward side(s) of construction areas. ► Plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible. Water appropriately until vegetation is established. Enhanced Fugitive PM Dust Control Practices – Unpaved Roads ► Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site. ► Treat site accesses to a distance of 100 feet from the paved road with a 6 to 12-inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads. ► Post a publicly visible sign with the telephone number and person to contact at the construction site regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of SMAQMD and the City contact person shall also be posted to ensure compliance. Enhanced Exhaust Control Practices ► Provide a plan, for approval by the City of Rancho Cordova Community Development Department and SMAQMD, demonstrating that the heavy-duty (50 hp or more) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most current ARB fleet average that exists at the time of construction. ► Acceptable options for reducing emissions may include use of late-model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. ► Submit to the City of Rancho Cordova Community Development Department and SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 hp, that would be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. ► Provide SMAQMD, at least 48 hours prior to the use of heavy-duty off-road equipment, with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. SMAQMD’s Construction Mitigation Calculator can be used to identify an equipment fleet that achieves this reduction (SMAQMD 2010a). ► Ensure that emissions from all off-road diesel powered equipment used on the SPA do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40% opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. ► Perform weekly visual surveys of all in-operation equipment and provide a monthly summary of the visual survey results to the City and SMAQMD throughout the duration of project construction. The monthly summary will not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each				

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
survey. SMAQMD staff and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this mitigation measure shall supersede other SMAQMD or state rules or regulations. ► Comply with any regulation or new guidance applicable to construction emissions that has been adopted by SMAQMD at the time of construction. Compliance with the regulation or new guidance may completely or partially replace this mitigation if it is equal to or more effective than the mitigation contained herein, and if SMAQMD so permits. Such a determination must be approved by SMAQMD.				
Mitigation Measure 3.2-1b: Pay Off-Site Mitigation Fee to SMAQMD to Offset NO_x Emissions Generated by Construction Activities. Because implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or Increased Development Alternative would result in construction-generated NO _x emissions that exceed the SMAQMD threshold of significance, even after implementation of the SMAQMD Enhanced Exhaust Control Practices (listed in Mitigation Measure 3.2-1a), the project applicants shall pay SMAQMD an off-site mitigation fee for implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or the Increased Development Alternatives for the purpose of reducing NO _x emissions to a level that is less than 85 lb/day as required by SMAQMD and described further below. ► The specific fee amounts shall be calculated when the daily construction emissions (after implementation of Mitigation Measure 3.2-1a) can be more accurately determined; that is, if the City certifies the EIR and approves the project and USACE issues a record of decision on either the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or the Increased Development Alternatives. At that point, the City and the project applicants shall develop a detailed construction schedule. Calculation of fees associated with each project development phase shall be conducted by the project applicant in consultation with SMAQMD staff before the approval of grading plans by the City. ► The calculation of daily NO _x emissions shall be based on the cost rate established by SMAQMD at the time the calculation and payment are made. ► At the time of writing this EIR/EIS the current mitigation fee rate is \$16,400 per ton of emissions (as of July 1, 2010) plus a 5% administrative fee (SMAQMD 2010b). The determination of the final mitigation fee shall be conducted in coordination with SMAQMD before any ground disturbance occurs for any project phase. Based on information available at the time of writing this EIR/EIS, and assuming that construction would be performed at a consistent rate over a 20-year period (and averaging of 22 work days per month for six months), it is estimated that the off-site construction mitigation fees would range from \$1,136 to \$35,232 per year, depending on which alternative is selected. These estimates were obtained by multiplying tons in excess of the 85 lb/day NO _x threshold for the lowest and highest emitting alternatives (i.e. 0.0005 tons/day for the BIM alternative, and 0.016 tons/day for the ID alternative) by \$16,400/ton, and further multiplying by 22 workdays per month, six months per year; these numbers were then multiplied by 5%, and summed with the previous figure to obtain total annual costs. The mitigation fee is based on the mass quantity of emissions that exceed SMAQMD’s daily threshold of significance of 85 lb/day, therefore, the total fees would be substantially greater if construction activity is more intense during some phases and less intense during other phases of the 19-year build out period, and in any event, based on the actual cost rate applied by SMAQMD. Since the fees will be estimated and paid before the grading permit is issued, the applicant may not pay enough for mitigation, or pay too much, and a final adjustment will be made post-construction. (This fee is used by SMAQMD to fund cost-effective projects that reduce NO _x and/or PM _{2.5} in the project study area, to the extent possible, and otherwise within the Sacramento Valley Air Basin.)	Before the approval of all grading plans by the City and throughout project construction for all project phases.	The project applicants for any particular discretionary development application.	The City of Rancho Cordova Community Development Department shall not grant any grading permits to the respective project applicant until the respective project applicant has paid the appropriate off-site mitigation fee to Sacramento Metropolitan Air Quality Management District.	
Mitigation Measure 3.2-2: Implement All Measures Prescribed by the Air Quality Mitigation Plan to Reduce Operational Air Pollutant Emissions. To reduce operational emissions under the No USACE Permit Alternative, the project applicants for any particular discretionary development application shall implement all measures prescribed in the SMAQMD-approved SunCreek Specific Plan 15 Point Air Quality Mitigation Plan (AQMP) (AECOM 2010), a copy of which is included in Appendix M. The AQMP is intended to improve mobility, reduce VMT, and improve air quality.	Before issuance of subdivision maps or improvement plans.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department in consultation with the Sacramento Metropolitan Air Quality Management District.	
Mitigation Measure 3.2-4: Implement Measures to Reduce Exposure of Sensitive Receptors to Long-Term Operational Emissions of Toxic Air Contaminants. ► For every proposed commercial or retail land use within 1,000 feet of a sensitive land use that has the potential to emit TACs or host TAC-generating activity (e.g., loading docks, delivery areas that would accommodate more than 100 trucks per day, more than 40 trucks with operating TRUs per day, or where TRU unit operations exceed 300 hours per week), a Health Risk Assessment (HRA) shall be performed by each individual project applicant to determine whether existing or proposed on-site sensitive receptors will be exposed to TAC emissions that exceed an incremental increase of 10 in 1 million for cancer risk and/or a noncarcinogenic HI of 1.0. If the results of the HRA indicate that the cancer risk or HI exceeds the above-mentioned limits, the individual project applicant shall employ measures to	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department in consultation with the Sacramento Metropolitan Air Quality Management District.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
reduce exposures to levels below the limits, which may include one or more of the following: Where necessary to reduce exposure of sensitive receptors to an incremental increase of 10 in 1 million for the cancer risk and/or a noncarcinogenic HI of 1.0, proposed commercial and industrial land uses that would host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time through alternative technologies such as, IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off. ► Signs shall be posted in at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by the California Office of Administrative Law in January 2005.				
Mitigation Measure 3.2-5: Implement Measures to Control Exposure of Sensitive Receptors to On-Site Odorous Emissions. The project applicants for any particular discretionary development application shall implement the following measures: ► For new project-generated odor-producing sources, sensitive receptors within the SPA shall be sited as far away as feasible from the new sources and the following shall also be implemented: • The odor-producing potential of land uses shall be considered when the exact type of facility that would occupy areas zoned for commercial or mixed land uses is determined. Facilities that have the potential to emit objectionable odors shall be located as far away as feasible from existing and proposed sensitive receptors. • Before the approval of building permits, odor control devices shall be identified to reduce the exposure of receptors to objectionable odors if a potential odor-producing source is to occupy an area zoned for commercial or mixed land uses. The identified odor control devices shall be installed before the issuance of certificates of occupancy for the potentially odor-producing use. The odor-producing potential of a source and control devices shall be determined in coordination with SMAQMD and based on the number of complaints associated with existing sources of the same nature. • Truck loading docks and delivery areas shall be located as far away as feasible from existing and proposed sensitive receptors. • Signs shall be posted at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by California’s Office of Administrative Law in January 2005. (This measure is also required by Mitigation Measure 3.2-3b to limit TAC emissions.) • Proposed commercial land uses that have the potential to host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time through alternative technologies such as, IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off. (This measure is also required by Mitigation Measure 3.2-3b to limit TAC emissions.)	Before the approval of building permits by the City and throughout project construction, where applicable, for all project phases.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department, in consultation with the Sacramento Metropolitan Air Quality Management District.	
3.3 BIOLOGICAL RESOURCES				
Mitigation Measure 3.3-1a: Include in Drainage Plans All Wetlands that Remain On-site, Submit Plans to the City and USACE for Review and Approval, and Implement all Measures in Drainage Plans. To minimize indirect impacts on water quality and wetland hydrology, the project applicants for any particular discretionary development application shall include drainage plans in their improvement plans and shall submit the drainage plans to the City Public Works Department for review and approval. Before approval of these improvement plans, the project applicants for all project phases shall commit to implement all measures in their drainage plans, to avoid and minimize erosion and runoff into Laguna Creek, its tributaries, and all wetlands to remain on-site. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation and the potential discharge of pollutants. See Section 3.9, “Hydrology and Water Quality,” for further discussion of the project’s NPDES permit and associated Stormwater Pollution Prevention Plan, which would also reduce erosion and siltation. The project shall result in no-net change to peak flows into Laguna Creek and associated tributaries off site or in the wetland preserve areas. The applicant shall establish a baseline of conditions for drainage on site. The baseline flow conditions shall be established for 2-, 5-, 10- and 20-year storm events. These baseline conditions shall be used to develop monitoring standards for the stormwater system in the SPA. The baseline conditions, monitoring standards, and a monitoring program shall be submitted to the City for their approval. The detention basins shall be designed and constructed so that performance standards described in Section 3.9, “Hydrology and Water Quality” are met. The discharge site into Kite Creek and associated tributaries shall be monitored so that preproject conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measures shall be considered satisfied when the monitoring standards are met for 5 consecutive years without undertaking corrective measures.	Before the approval of grading or improvement plans or any ground-disturbing activities for any project development phase containing wetland features or other waters of the U.S. The wetland mitigation and monitoring plan must be approved before any impact on wetlands can occur. Mitigation shall be implemented on an ongoing basis throughout and after construction, as required.	Project applicants for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state.	Central Valley Regional Water Quality Control Board as appropriate depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes; and the City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.3-1b: Secure CWA Section 404 Permit and Implement All Permit Conditions, and Ensure No Net Loss of Wetlands and other Waters of the United States and Associated Functions. Before the approval of grading and improvement plans and before any ground-disturbing activity associated with each distinct discretionary development entitlement, the project applicants for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state shall obtain all necessary permits under Sections 401 and 404 of the CWA or the state’s Porter-Cologne Act for the respective phase. For each respective discretionary development entitlement, all permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured before implementation of any grading activities within 250 feet (or lesser distance deemed sufficiently protective by a qualified biologist approved by USFWS and USACE) of waters of the U.S. or wetland habitats, including waters of the state, that potentially support Federally listed species, or within 100 feet of any other waters of the U.S. or wetland habitats, including waters of the state. The project applicants shall commit to replace or restore on a “no net loss” of function basis (in accordance with USACE and the Central Valley RWQCB) the acreage of all wetlands and other waters of the U.S. that would be removed, lost, and/or degraded as a result of implementing project plans for that phase. Wetland habitat shall be restored or replaced at an acreage and location and by methods agreeable to USACE, the Central Valley RWQCB, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes, sufficient to achieve the “no net loss” standard. As part of the Section 404 permitting process, a draft wetland mitigation and monitoring plan (MMP) shall be developed for the project and submitted to USACE, the Central Valley RWQCB, and the City for review and approval of those portions of the plan over which they have jurisdiction. The MMP would have to be finalized and approved prior to issuance of a grading permit for any project phase that would adversely affect wetlands or other waters of the U.S. or waters of the state. The MMP shall be implemented before beginning ground-disturbing activities in any project phase that would adversely affect wetlands or other waters of the U.S. or waters of the state. Once the final MMP is approved and implemented, mitigation monitoring shall continue for a minimum of 5 years from completion of mitigation, or approved human intervention (including recontouring and grading), or until the performance standards identified in the approved MMP have been met, whichever is longer. As part of the MMP, the project applicants shall prepare and submit plans for the creation of aquatic habitat to adequately offset and replace the aquatic functions and services that would be lost at the SPA, account for the temporal loss of habitat, and contain an adequate margin of safety to reflect anticipated success. Restoration of previously altered and degraded wetlands shall be a priority of the MMP for offsetting losses of aquatic functions in the SPA because it is typically easier to achieve functional success in restored wetlands than in those created from uplands. The MMP must demonstrate how the aquatic functions that would be lost through project implementation will be replaced. The habitat MMP for jurisdictional wetland features shall be consistent with USACE’s and EPA’s April 10, 2008 Final Rule for Compensatory Mitigation for Losses of Aquatic Resources (73 CFR 19594) and USACE’s October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions (USACE 2010). According to the Final Rule, mitigation banks should be given preference over other types of mitigation because much of the risk and uncertainty regarding mitigation success is alleviated by the fact that mitigation bank wetlands must be established and demonstrating functionality before the USACE will approve the sale of credits. The use of mitigation bank credits also alleviates temporal losses of wetland function while compensatory wetlands are being established. Mitigation banks also tend to be on larger, more ecologically valuable parcels and are subjected to more rigorous scientific study and planning and implementation procedures than typical permittee-responsible mitigation sites (USACE and EPA 2008). Permittee-responsible on-site mitigation areas can be exposed to long-term negative effects of surrounding development since they tend to be smaller and less buffered than mitigation banks. The Final Rule also establishes a preference for a “watershed approach” in selecting locations for compensatory mitigation project locations, that mitigation selection must be “appropriate and practicable” and that mitigation banks must address watershed needs based on criteria set forth in the Final Rule. The watershed approach accomplishes this objective by expanding the informational and analytic basis of mitigation project site selection decisions and ensuring that both authorized impacts and mitigation are considered on a watershed scale rather than only project by project. This requires a degree of flexibility so that district engineers can authorize mitigation projects that most effectively address the case-specific circumstances and needs of the watershed, while remaining practicable for the permittee. The majority of the SPA is within the Laguna Creek Watershed, but the northwest portion of the Kamilos property is within the Morrison Creek Watershed. Both of these watersheds are part of the Lower Sacramento River Watershed. As shown in Table 3.3-5, as of the writing of this document, mitigation credits are available within the Laguna Creek Watershed at the Bryte Ranch, Laguna Terrace East, and the Sunrise Douglas Conservation Banks; however, there are no available mitigation credits within the Morrison Creek Watershed. If USACE determines that the use of mitigation bank credits is not sufficient mitigation to offset impacts within the SPA, the October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions requires USACE to specifically demonstrate why the use of bank credits is not acceptable to USACE in accordance with Section 33 CFR 332.3(a)(1). Mitigation for SunCreek impacts must be consistent with the USACE’s Record of Decision for the Sunridge Properties, as stated below:	Before the approval of grading or improvement plans or any ground-disturbing activities for any project development phase containing wetland features or other waters of the U.S. The MMP must be approved before any impact on wetlands can occur. Mitigation shall be implemented on an ongoing basis throughout and after construction, as required.	Project applicants for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state.	U.S. Army Corps of Engineers, Sacramento District; Central Valley Regional Water Quality Control Board as appropriate depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes; and the City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
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The Corps recognizes the significant cumulative loss of vernal pool wetlands within the Mather Core Recovery Area. For future unavoidable impacts to vernal pool wetlands within the Mather Core Recovery Area, including those associated with the Arista del Sol project, compensatory mitigation shall be: (1) Based on a method for assessing the functions of all waters of the U.S. on the project site; (2) Accomplished at a ratio of greater than 1:1 (final ratio will be based, in part, on wetland functional condition determined during the functional assessment), after considering direct and indirect impacts, temporal loss and difficulties creating vernal pool wetlands; and (3) Located in the Mather Core Recovery Area, unless determined impracticable or inappropriate by the Corps. If the SSHCP is adopted and available before the project is fully implemented, project applicants may participate in the SSHCP mechanisms, such as payment of fees, purchase of mitigation bank credits, acquisition of conservation easement(s), and/or acquisition of mitigation land(s) in fee title to mitigate project effects on wetland habitats. In the event that mitigation is not available through the SSCHP, the applicants shall mitigate by purchasing a combination of appropriate credits from an agency-approved mitigation bank or providing an agency-approved off-site mitigation area. The applicants’ biological consultant, ECORP, has identified a number of mitigation banks whose service areas appear to include the SPA (Table 3.3-5). However, some of these banks are not yet approved and the availability of credits at the other banks is subject to change. Therefore, a combination of mitigation bank credits and permittee-responsible on and off-site mitigation may be necessary to fully offset project impacts on wetlands and other waters of the U.S. Compensatory mitigation for losses of stream and ephemeral and intermittent drainage channels shall be achieved through in-kind preservation, restoration, or enhancement, as specified in the Final Rule guidelines. The wetland MMP shall address how to mitigate impacts on vernal pool, seasonal wetland, swale, pond, and intermittent and ephemeral stream habitat, and shall describe specific method(s) to be implemented to avoid and/or mitigate any off-site project-related impacts. The wetland compensation section of the habitat MMP shall include the following: ▶ compensatory mitigation sites and criteria for selecting these mitigation sites. In General, compensatory mitigation sites should meet the following criteria, based on the Final Rule; • located within the same watershed as the wetland or other waters that would be lost, as appropriate and practicable; • located in the most likely position to successfully replace wetland functions lost on the impact site considering watershed-scale features such as aquatic habitat diversity, habitat connectivity, available water sources and hydrologic relationships, land use trends, ecological benefits, the likelihood of success and sustainability, and compatibility with adjacent land uses, ▶ a complete assessment of the existing biological resources in both the on-site preservation areas and off-site compensatory mitigation areas, including wetland functional assessment using the California Rapid Assessment Method (Collins et al. 2008), to establish baseline conditions; ▶ specific creation and restoration plans for each mitigation site; ▶ use of CRAM to compare compensatory wetlands to the baseline CRAM scores from wetlands in the SPA. The compensatory wetland CRAM scores shall be compared against the highest quality wetland of each type from the SPA; ▶ CRAM scores, or other wetland assessment protocol scores, from the compensatory wetlands shall be compared against the highest quality wetland scores for each wetland type to document success of compensatory wetlands in replacing the functions of the affected wetlands to be replaced; ▶ monitoring protocol, including schedule and annual report requirements, and the following elements: • ecological performance standards, based on the best available science, that can be assessed in a practicable manner (e.g., performance standards proposed by Barbour et al. 2007). Performance standards must be based on attributes that are objective and verifiable; • CRAM, or other USACE-approved wetland assessment protocol, conducted annually for 5 years after construction or restoration of compensatory wetlands to determine whether these areas are acquiring wetland functions and to plot the performance trajectory of compensatory wetlands over time. For each phase of development, the project applicants shall secure the permits and regulatory approvals described below and shall implement all permit conditions. All permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured prior to implementing any grading activities within 250 feet of waters of the U.S. or wetland habitats that potentially support Federally listed species. The setback may be reduced to a distance approved by the City and USFWS if a wetland avoidance plan is developed and implemented by a qualified biologist. The wetland avoidance plan must be approved by USFWS and the City and shall demonstrate that all direct and indirect impacts on wetlands will be avoided. Project phases in upland areas with no wetlands or waters of the U.S. within 250 feet, and no overland hydrologic flow patterns, the disturbance of which may affect such waters, may begin construction before these particular permits are				

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obtained. Buffers around wetlands that do not support Federally listed species shall be a minimum of 50 feet from the edge of these features in accordance with conditions of the NPDES permit and associated best management practices (BMPs). Water Quality certification pursuant to Section 401 of the Clean Water Act will be required prior to issuance of a Section 404 permit. Before construction in any areas containing wetland features, the project applicants shall obtain water quality certification for the applicable phase of the project. Any measures required as part of the issuance of water quality certification shall be implemented.				
Mitigation Measure 3.3-2: Secure Section 1602 Streambed Alteration Agreement and Implement all Conditions of the Agreement. A Section 1602 Streambed Alteration Agreement from DFG shall be obtained by the project applicants prior to construction affecting the bed and bank of Kite Creek or the on-site ponds. Issuance of the Streambed Alteration Agreement requires the preparation of a habitat mitigation plan by the project applicants. The habitat mitigation plan would be developed to adequately cover impacts to the stream channel of Kite Creek at adequate ratios as determined by the City in cooperation with DFG. It is likely that mitigation developed for impacts on waters of the U.S. would be satisfactory to mitigate the impacts from streambed alteration and that DFG would not require additional mitigation for the streambed alteration agreement. Any conditions of issuance of the streambed alteration agreement shall be implemented as part of project construction activities that affect any portion of Kite Creek or the on-site ponds.	Prior to any construction within 250 feet of Kite Creek or the on-site ponds.	Project applicants for any particular discretionary development application that requires fill or alteration of the bed or bank of Kite Creek or the on-site ponds.	California Department of Fish and Wildlife and the City of Rancho Cordova Planning Department.	
Mitigation Measure 3.3-3a: Conduct Preconstruction Surveys for Nesting Swainson’s hawk, White-Tailed Kite, Burrowing Owls, and Other Raptors, and if Found, Establish Appropriate Buffers, and Implement Avoidance or Appropriate Mitigation. To mitigate impacts on Swainson’s hawk and other raptors (including burrowing owl), the project applicants for any particular discretionary development application shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests on and within 0.5 mile of the SPA and active burrows in the SPA. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction for all project phases. To the extent feasible, guidelines provided in <i>Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in the Central Valley</i> (Swainson’s Hawk Technical Advisory Committee 2000) shall be followed for surveys for Swainson’s hawk. If no nests are found, no further mitigation is required. If active nests are found, impacts on nesting Swainson’s hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with DFG that reducing the buffer would not result in nest abandonment. DFG guidelines recommend establishing buffers of 0.25- to 0.5-mile, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with DFG, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest. If active burrows are found, a mitigation plan shall be submitted to the City for review and approval before any ground-disturbing activities. The City shall consult with DFG regarding appropriate mitigation before approving the mitigation plan. The mitigation plan may consist of installation of one-way doors on all burrows to allow owls to exit, but not reenter, and construction of artificial burrows within the project vicinity, as needed; however, burrowing owl exclusions may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within 50 feet of the burrow until young have fledged. Once it is confirmed that there are no owls inside burrows, these burrows may be collapsed.	Before approval of grading or improvement plans or any ground-disturbing activities, including grubbing or clearing, for any project phase.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department; California Department of Fish and Wildlife (if applicable).	
Mitigation Measure 3.3-3b: Prepare and Implement a Swainson’s Hawk Mitigation Plan. To mitigate for the loss of Swainson’s hawk foraging habitat, the project applicants for any particular discretionary development application shall prepare and implement a Swainson’s hawk mitigation plan including, but not limited to the requirements described below. - Before the approval of grading and improvement plans or before any ground-disturbing activities, whichever occurs first, the project applicants shall preserve, to the satisfaction of the City, suitable Swainson’s hawk foraging habitat to ensure 1:1 mitigation of habitat value for Swainson’s hawk foraging habitat lost as a result of the project, as determined by the City after consultation with DFG and a qualified biologist. - The 1:1 habitat value shall be based on Swainson’s hawk nesting distribution and an assessment of habitat quality, availability, and use within the City’s planning area. The mitigation ratio shall be consistent with the 1994 DFG Swainson’s Hawk Guidelines included in the Staff Report Regarding <i>Mitigation for Impacts to Swainson’s Hawks</i> (<i>Buteo swainsoni</i>) in the Central Valley of California. Such mitigation shall be accomplished through either the transfer of fee title or perpetual conservation easement. The mitigation land shall be located within the known foraging area and within Sacramento County. The City, after consultation with DFG, will determine the appropriateness of the mitigation land. - Before approval of such proposed mitigation, the City shall consult with DFG regarding the appropriateness of the mitigation. If	Before issuance of occupancy permit for Phase 1 and future, subsequent improvement plans.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department and California Department of Fish and Wildlife.	

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mitigation is accomplished through conservation easement, then such an easement shall ensure the continued management of the land to maintain Swainson’s hawk foraging values, including but not limited to ongoing agricultural uses and the maintenance of all existing water rights associated with the land. The conservation easement shall be recordable and shall prohibit any activity that substantially impairs or diminishes the land’s capacity as suitable Swainson’s hawk habitat. ▶ The project applicants shall transfer said Swainson’s hawk mitigation land, through either conservation easement or fee title, to a third-party, nonprofit conservation organization (Conservation Operator), with the City and DFG named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt nonprofit conservation organization that meets the criteria of Civil Code Section 815.3(a) and shall be selected or approved by the City, after consultation with DFG. The City, after consultation with DFG and the Conservation Operator, shall approve the content and form of the conservation easement. The City, DFG, and the Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to assure compliance with the terms of the easement. ▶ The project applicants, after consultation with the City, DFG, and the Conservation Operator, shall establish an endowment or some other financial mechanism that is sufficient to fund in perpetuity the operation, maintenance, management, and enforcement of the conservation easement. If an endowment is used, either the endowment funds shall be submitted to the City to be distributed to an appropriate third-party nonprofit conservation agency, or they shall be submitted directly to the third-party nonprofit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without prior written approval of the City and DFG. ▶ If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain, and enforce the interest shall be transferred to another entity acceptable to the City and DFG. The City Planning Department shall ensure that mitigation habitat is properly established and is functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement.				
Mitigation Measure 3.3-3c: Secure Take Authorization of Federally Listed Vernal Pool Invertebrates and Implement Permit Conditions, Develop and Implement a Habitat Mitigation and Monitoring Plan. No project construction shall proceed in areas supporting potential habitat for Federally listed vernal pool invertebrates or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS) until a biological opinion (BO) and incidental take permit has been issued by USFWS and the project applicant has abided by conditions in the BO, including all conservation and minimization measures. A similar process shall be followed for future subsequent improvement plans and conservation and minimization measures for those phases shall also be implemented according to the BO. Conservation and minimization measures shall include preparation of supporting documentation describing methods to protect existing vernal pools during and after project construction, a detailed monitoring plan, and reporting requirements. Western spadefoot also requires the protection of vernal pool habitat for survival; therefore, implementation of Mitigation Measure 3.3-3c would also reduce impacts to western spadefoot. The project applicants shall identify mitigation acceptable to the City, USACE, and USFWS for the impacts to vernal pools and other seasonal wetland habitats that support or potentially support Federally listed vernal pool invertebrates in such a manner that there will be no net loss of habitat (acreage and function) for these species following project implementation. As described under Mitigation Measure 3.3-1a, project applicants shall complete and implement a habitat MMP describing how loss of vernal pool and other wetland habitats shall be offset, including details for creating habitat; accounting for the temporal loss of habitat, performance standards to ensure success, and remedial actions to be implemented if performance standards are not met. Mitigation shall include, where feasible and practicable, preservation and or restoration of in-kind wetland habitats within the Mather Core Area at ratios satisfactory to ensure no net loss of habitat acreage, function, and value within the Mather Core Area. The project applicants shall preserve acreage of vernal pool habitat for each wetted acre of any indirectly affected vernal pool habitat at a ratio approved by USFWS at the conclusion of the Section 7 consultation. This mitigation shall occur before the approval of any grading or improvement plans for any project phase that would allow work within 250 feet of such habitat, and before any ground-disturbing activity within 250 feet of the habitat. Unless otherwise agreed to by USFWS, vernal pool habitat within 250 feet of development will be considered indirectly affected. The project applicants will not be required to complete this mitigation measure for direct or indirect impacts that have already been mitigated to the satisfaction of USFWS through another BO or mitigation plan. A standard set of BMPs shall be applied when working in areas within 250 feet of off-site vernal pool habitat or within any lesser distance deemed by a qualified biologist to constitute a sufficient buffer from such habitat with approval from USFWS. Refer to Section 3.9 “Hydrology and Water Quality” for the details of BMPs to be implemented.	Project applicants for any particular discretionary development application requiring work within 250 feet of aquatic habitat.	Before the approval of any grading or improvement plans, before any ground-disturbing activities within 250 feet of vernal pool or other seasonal wetland habitat, and on an ongoing basis throughout construction as applicable for all project phases as required by the mitigation plan, biological opinion, and BMPs.	U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and City of Rancho Cordova Planning Department.	

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Mitigation Measure 3.3-3d: Obtain Incidental Take Permit for Impacts to Valley Elderberry Longhorn Beetle and Implement All Permit Conditions. No project construction shall proceed in areas containing VELB habitat (i.e., elderberry shrubs) until a BO and an Incidental Take Permit have been issued by USFWS and the project applicant has abided by all pertinent conditions in the BO relating to the proposed construction, including all conservation and minimization measures. Conservation and minimization measures are likely to include preparation of supporting documentation describing methods for relocating the existing shrub. Relocation of existing elderberry shrubs and planting of new elderberry seedlings shall be implemented on a no-net-loss basis. Detailed information on monitoring success of relocated and planted shrubs, and measures to compensate should success criteria not be met, would also likely be required in the BO. Ratios for mitigation of VELB habitat will ultimately be determined through the Federal ESA Section 7 consultation process with USFWS, but shall be a minimum of “no net loss.”	As required by the BO and prior to ground-disturbing activities that would remove elderberry shrubs.	Project applicants of all project phases containing elderberry shrubs.	U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and City of Rancho Cordova Planning Department.	
Mitigation Measure 3.3-3e: Conduct Preconstruction Surveys to Avoid Western Pond Turtle. A preconstruction survey for western pond turtle shall be conducted by a qualified biologist prior to work in suitable aquatic habitat. If no pond turtles are observed, no further mitigation is necessary. If pond turtles are found, they shall be relocated by a qualified biologist to the nearest area with suitable aquatic habitat that will not be disturbed by project-related construction activities.	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase affecting suitable aquatic habitat.	Project applicants for any particular discretionary development application containing suitable aquatic habitat.	City of Rancho Cordova Planning Department.	
3.4 CLIMATE CHANGE				
Mitigation Measure 3.4-1a: Implement Measures to Reduce Construction-Generated GHG Emissions. Prior to releasing each request for bid to contractors for the construction of each development phase, project applicants shall obtain the most current list of construction-related GHG reduction measures that are published by SMAQMD. All feasible measures from this list shall be implemented in the project’s construction contract with the selected primary contractor. Project applicants may submit to City and SMAQMD a report that substantiates why specific measures are considered infeasible for construction of that particular development phase and/or at that point in time. The report, including the substantiation for not implementing particular GHG reduction measures, shall be approved by the City in consultation with SMAQMD prior to the release of a request for bid by project applicants for seeking a primary contractor. By requiring that the list of feasible measures be established prior to the selection of a primary contractor, this measure requires that the ability of a contractor to effectively implement the selected GHG reduction measures be inherent to the selection process. SMAQMD’s recommended measures for reducing construction-related GHG emissions at the time of writing this EIR/EIS are listed below (SMAQMD 2010). Those that are duplicative of Mitigation Measure 3.2-1a were removed: ▶ Improve fuel efficiency from construction equipment: • train equipment operators in proper use of equipment; • use the proper size of equipment for the job; and • use equipment with new technologies (repowered engines, electric drive trains). ▶ Perform on-site material hauling with trucks equipped with on-road engines (if determined to be less emissive than the off-road engines). ▶ Use alternative fuels for generators at construction sites such as propane or solar, or use electrical power. ▶ Use an ARB approved low carbon fuel for construction equipment. (NOx emissions from the use of low carbon fuel must be reviewed and increases mitigated.) ▶ Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes. ▶ Reduce electricity use in the construction office by using compact fluorescent bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones. ▶ Recycle or salvage non-hazardous construction and demolition debris (goal of at least 75% by weight). ▶ Use locally sourced or recycled materials for construction materials (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials). Wood products utilized should be certified through a sustainable forestry program. ▶ Minimize the amount of concrete for paved surfaces or utilize a low carbon concrete option. ▶ Produce concrete on-site if determined to be less emissive than transporting ready mix.	Before approval of final maps and building permits for all project phases and implementation throughout project construction.	Project applicants during any particular discretionary development application.	City of Rancho Cordova Community Development Department and Sacramento Metropolitan Air Quality Management District.	

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▶ Use SmartWay certified trucks for deliveries and equipment transport. ▶ Develop a plan to efficiently use water for adequate dust control.				
Mitigation Measure 3.4-1b: Implement Measures to Reduce Long-Term, Operational GHG Emissions. Project applicants shall submit to the City a list of feasible energy efficient design standards to be considered in the project-specific design review. These energy conservation measures, which will be incorporated into the design, construction, and operational aspects of proposed projects, would result in a reduction in overall project energy consumption and GHGs. The project-specific design review shall further identify potentially feasible GHG reduction measures that reflect the current state of the regulatory environment and available incentives. The City shall review and ensure inclusion of the design features in the project before the applicants can receive the City’s discretionary approval for projects developed within the SPA. In determining what measures should appropriately be imposed by the City under the circumstances, the City shall consider the following factors: ▶ the extent to which rates of GHG emissions generated by motor vehicles traveling to, from, and within the project site are projected to decrease over time as a result of regulations, policies, and/or plans that have already been adopted or may be adopted in the future by ARB or other public agency pursuant to AB 32, or by EPA; ▶ the extent to which mobile-source GHG emissions, which at the time of writing this EIR/EIS comprise a substantial portion of the state’s GHG inventory, can also be reduced through design measures that result in trip reductions and reductions in trip length; ▶ the extent to which GHG emissions emitted by the mix of power generation operated by SMUD, the electrical utility that will serve the project site, are projected to decrease pursuant to the Renewables Portfolio Standard, as well as any future regulations, policies, and/or plans adopted by the federal and state governments that reduce GHG emissions from power generation; ▶ the extent to which any stationary sources of GHG emissions that would be operated on a proposed land use (e.g., industrial) are already subject to regulations, policies, and/or plans that reduce GHG emissions, particularly any future regulations that will be developed as part of ARB’s implementation of AB 32, or other pertinent regulations on stationary sources that have the indirect effect of reducing GHG emissions; ▶ the extent to which other mitigation measures imposed on the project to reduce other air pollutant emissions may also reduce GHG emissions; ▶ the extent to which replacement of CCR Title 24 with the California Green Building Standards Code or other similar requirements will result in new buildings being more efficient and thus, more GHG-energy efficient; and ▶ whether total costs of proposed mitigation for GHG emissions together with other mitigation measures required for the proposed development are so great that a reasonably prudent property owner would not proceed with the project in the face of such costs. GHG emission reduction strategies and their respective feasibility are likely to evolve over time. Project applicants shall consider and implement, as feasible, the following non-exclusive and non-exhaustive list of measures, listed below. These measures are derived from multiple sources, including the SMAQMD’s Draft GHG Measures (SMAQMD 2009); Mitigation Measure Summary in Appendix B of the California Air Pollution Control Officer’s Association (CAPCOA) white paper, CEQA & Climate Change (CAPCOA 2009a); CAPCOA’s Model Policies for Greenhouse Gases in General Plans (CAPCOA 2009b); the California Attorney General’s Office publication entitled The California Environmental Quality Act: Addressing Global Warming Impacts at the Local Agency Level (California Attorney General’s Office 2008); and the BAAQMD’s CEQA Guidelines (BAAQMD 2010:4-14-4-19). Projects will be required to implement, to the maximum extent feasible, mitigation measures that, combined with the application of applicable statewide reduction measures, would be sufficient to achieve at least a 28.4% reduction in GHG emissions compared to the unmitigated project as if it was constructed in compliance with the 2005 (pre-AB 32) regulatory environment. <u>Energy Efficiency</u> ▶ Include clean alternative energy features to promote energy self-sufficiency (e.g., photovoltaic cells, solar thermal electricity systems, small wind turbines). ▶ Install solar water heaters. ▶ Buildings will be designed to exceed Title 24 building envelope energy efficiency standards by 20%. ▶ Require smart meters and programmable thermostats. ▶ Perform HVAC duct sealing and conduct periodic inspection. ▶ Site buildings to take advantage of shade and prevailing winds and design landscaping and sun screens to reduce energy use. Plant shade trees within 40 feet of the south sides or within 60 feet of the west sides of properties.	Before approval of final maps and/or building permits for all project phases requiring discretionary approval.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department in consultation with Sacramento Metropolitan Air Quality Management District.	

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▶ Install efficient lighting in all buildings (including residential). Also install lighting control systems, where practical. Maximize daylight as an integral part of lighting systems in all buildings. ▶ Install cool roof materials (albedo ≥ 30). ▶ Install light-colored “cool” pavements, and strategically located shade trees along all bicycle and pedestrian routes. Water Conservation and Efficiency ▶ With the exception of ornamental shade trees, use water-efficient landscapes with native, drought-resistant species in all public area and commercial landscaping. Use water-efficient turf in parks and other turf-dependent spaces. ▶ Install the infrastructure and necessary treatment to use reclaimed water for landscape irrigation and/or washing cars, including installation of rainwater collection systems. ▶ Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls. ▶ Design buildings and lots to be water-efficient. Only install water-efficient fixtures and appliances. ▶ Restrict watering methods (e.g., prohibit systems that apply water to nonvegetated surfaces) and control runoff. Prohibit businesses from using pressure washers for cleaning driveways, parking lots, sidewalks, and street surfaces. These restrictions should be included in the Covenants, Conditions, and Restrictions of the community. ▶ Provide education about water conservation and available programs and incentives. ▶ To reduce stormwater runoff, which typically bogs down wastewater treatment systems and increases their energy consumption, construct driveways to single-family detached residences and parking lots and driveways of multi-family residential uses with pervious surfaces. Possible designs include Hollywood drives (two concrete strips with vegetation or aggregate in between) and/or the use of porous concrete, porous asphalt, turf blocks, or pervious pavers. ▶ Comply with any applicable water conservation ordinances. Solid Waste Measures ▶ Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard). ▶ Provide interior and exterior storage areas for recyclables, food waste and green waste at all buildings; create food waste and greenwaste curbside pickup. ▶ Provide adequate recycling containers in public areas, including parks, school grounds, golf courses, and pedestrian zones in areas of mixed-use development. ▶ Provide education and publicity about reducing waste and available recycling services. Transportation and Motor Vehicles ▶ Promote ride-sharing programs and employment centers (e.g., by designating a certain percentage of parking spaces for ride-sharing vehicles, designating adequate passenger loading and unloading zones and waiting areas for ride-share vehicles, and providing a Web site or message board for coordinating ride-sharing). ▶ Provide the necessary facilities and infrastructure in all land use types to encourage the use of low- or zero-emission vehicles (e.g., electric vehicle charging facilities and conveniently located alternative fueling stations). ▶ Provide the necessary facilities and maintenance for free tire inflation. ▶ Provide transit stops with safe and convenient bicycle/pedestrian access. Provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting) in anticipation of future transit service. ▶ Daily parking charges for commercial uses (employee parking and retail customers) and free transit passes for residential/commercial uses (commuters and shoppers). ▶ Employer provides employees with a choice of forgoing subsidized parking for a cash payment equivalent to the cost of the parking space to the employer. ▶ Provide the minimum amount of parking required. ▶ At industrial and commercial land uses, all forklifts, “yard trucks,” or vehicles that are predominately used on-site at non-residential land uses shall be electric-powered or powered by biofuels (such as biodiesel [B100]) that are produced from waste products, or shall use other				

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technologies that do not rely on direct fossil fuel consumption. ▶ Complete streets to encourage bicycle and pedestrian traffic: • Bike lanes and pedestrian sidewalks on both sides of streets; • Reduce or eliminate physical barriers between residential and non-residential uses that impede bicycle or pedestrian circulation; and • Traffic calming features such as traffic circles. ▶ Non-residential projects provide plentiful short-term and long-term bicycle parking facilities to meet peak-season maximum demand. ▶ Non-residential projects provide “end-of-trip” facilities, including showers, lockers, and changing space. ▶ Long-term bicycle parking is provided at apartment complexes or condominiums without garages. In consultation with SMAQMD, a 28.4% reduction will be achieved through implementation of the above-mentioned reduction measures within the context of projects proposed under the Specific Plan, as deemed feasible by the City of Rancho Cordova. This mitigation, in combination with existing and future regulatory measures developed under AB 32, would reduce GHG emissions associated with the operation of development within the SPA under the selected action alternative. The feasibility of potential GHG reduction measures shall be evaluated at the time that projects within the SPA are proposed in order to allow for ongoing innovations in GHG reduction technologies, as well as incentives created in the regulatory environment.				
3.5 CULTURAL RESOURCES				
Mitigation Measure 3.5-2: Reduce Potential Impacts on Cultural Resources through Preconstruction Worker Education and Consultation if Resources are Encountered. Before the start of construction activities, construction worker training shall be presented to all construction personnel involved in earth work, including the site superintendent. This training shall include a presentation and flyer describing the types of resources and the procedures to be followed should resources be encountered. If traces of prehistoric occupation (e.g., midden soils, unusual amounts of shell, artifacts, bone) or historic-era remains (e.g., building or structure traces, concentrations of early-historic-era refuse) are encountered, the City of Rancho Cordova shall be notified and ground-disturbing activities within 50 feet of the find shall cease until a qualified professional archaeologist can determine the nature and potential significance of the find and recommend a treatment plan. As suggested by CEQA Guidelines Section 15126.4(b)(3)(A), preservation in place is the preferred method of mitigation for archaeological sites (i.e., avoidance through construction rerouting or revisions). If this is not feasible, a data recovery plan shall be prepared that could include, but is not necessarily limited to, additional archival research and subsurface excavations for archaeological testing and/or data recovery (using techniques outlined in State CEQA Guidelines Sections 15126.4[b], 15064.5, or measures outlined in 36 CFR 800.6). The data recovery plan shall include provisions for adequately recovering the scientifically consequential information from and about the historical resource, and it shall be prepared, submitted to the City for approval, and implemented prior to any excavation being undertaken. The project applicants of all project phases shall be required to implement all recommendations made by the professional archaeologist, as deemed necessary and feasible by the City. Construction work in the vicinity of the find shall not resume until the treatment plan is completed.	Before and during all ground-disturbing activities.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department.	
Mitigation Measure 3.5-3: Provide Preconstruction Worker Education and Stop Potentially Damaging Work if Human Remains are Uncovered During Construction. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor and/or the project applicants of all project phases shall immediately halt potentially damaging excavation in the area of the burial and shall notify the Sacramento County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (California Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the NAHC by phone within 24 hours of making that determination (California Health and Safety Code Section 7050[c]). Following the coroner’s findings, the property owner, contractor, or project applicants of all project phases, an archaeologist, and the NAHC-designated Most Likely Descendant (MLD) shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code (PRC) Section 5097.9. Upon the discovery of Native American remains, the landowner shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the MLD has taken place. The MLD shall have 48 hours to complete a site inspection and make recommendations after being granted access to the site. A range of possible treatments for the remains, including nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment may be discussed. California PRC Section 5097.9 suggests that the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains.	Before the approval of grading plans and during all ground-disturbing activities for all project phases.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
The following is a list of site protection measures that the landowner shall employ: (1) Record the site with the NAHC or the appropriate Information Center. (2) Use an open-space or conservation zoning designation or easement. (3) Record a document with the county in which the property is located. The landowner or landowner’s authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify a MLD, or if the MLD fails to make a recommendation within 48 hours after being granted access to the site. The landowner or authorized representative may also reinter the remains in a location not subject to further disturbance if he or she rejects the recommendation of the MLD and mediation by the NAHC fails to provide measures acceptable to the landowner. The project applicants of all project phases shall implement mitigation for the protection of the burial remains. Construction work in the vicinity of the burials shall not resume until the mitigation is completed.				
3.7 GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES				
Mitigation Measure 3.7-1a: Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations. Before building permits are issued and construction activities begin any project development phase, the project applicants for any particular discretionary development application shall hire a licensed geotechnical engineer to prepare a final geotechnical subsurface investigation report, which shall be submitted for review and approval to the City of Rancho Cordova Planning Department. The final geotechnical engineering report shall address and make recommendations on the following: ▶ site preparation; ▶ soil bearing capacity; ▶ appropriate sources and types of fill; ▶ potential need for soil amendments; ▶ road, pavement, and parking areas; ▶ structural foundations, including retaining-wall design; ▶ grading practices; ▶ soil corrosion of concrete and steel; ▶ erosion/winterization; ▶ seismic ground shaking; ▶ liquefaction; and ▶ expansive/unstable soils. In addition to the recommendations for the conditions listed above, the geotechnical investigation shall include subsurface testing of soil and groundwater conditions, and shall determine appropriate foundation designs that are consistent with the version of the CBC that is applicable at the time building and grading permits are applied for. All recommendations contained in the final geotechnical engineering report shall be implemented by the project applicants of each project phase. Special recommendations contained in the geotechnical engineering report shall be noted on the grading plans and implemented as appropriate before construction begins. Design and construction of all new project development shall be in accordance with the CBC. The project applicants shall provide for engineering inspection and certification that earthwork has been performed in conformity with recommendations contained in the geotechnical report.	Before issuance of building permits and ground-disturbing activities.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.7-1b: Monitor Earthwork during Earthmoving Activities. All earthwork shall be monitored by a qualified geotechnical or soils engineer retained by the project applicants for any particular discretionary development application. The geotechnical or soils engineer shall provide oversight during all excavation, placement of fill, and disposal of materials removed from and deposited on both on- and off-site construction areas.	Before issuance of building permits and ground-disturbing activities.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.7-3: Prepare and Implement a Grading and Erosion Control Plan. Before grading permits are issued, the project applicants for any particular discretionary development application shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the City Planning Department before issuance of grading permits for all new development. The plan shall be consistent with the City’s Grading Ordinance and the state’s NPDES permit, and shall include the site-specific grading associated with development for each project phases. The plans referenced above shall include the location, implementation schedule, and maintenance schedule of all erosion and sediment control measures, a description of measures designed to control dust and stabilize the construction-site road and entrance, and a description of the	Before the start of construction activities.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
location and methods of storage and disposal of construction materials. Erosion and sediment control measures could include the use of detention basins, berms, swales, wattles, and silt fencing, and covering or watering of stockpiled soils to reduce wind erosion. Soil stabilization measures could include construction of retaining walls and reseeding with vegetation after construction. Stabilization of construction entrances to minimize trackout (control dust) is commonly achieved by installing filter fabric and crushed rock to a depth of approximately 1 foot. The project applicants shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials. Implementation of Mitigation Measure 3.9-1 (discussed in Section 3.9, “Hydrology and Water Quality”) would also help reduce temporary and short-term erosion-related impacts by requiring preparation and implementation of a Storm Water Pollution Prevention Plan with appropriate Best Management Practices.				
3.8 HAZARDS AND HAZARDOUS MATERIALS				
Mitigation Measure 3.8-1: Prepare a Remedial Action Plan, and Conduct Phase I and/or II Environmental Site Assessments and Implement Required Measures if Stained or Odiferous Soil is Discovered. The project applicants shall implement the following measures before ground-disturbing activities in areas of debris piles, pole-mounted transformers, where demolition will occur, and other areas where evidence of hazardous materials contamination is observed or suspected through either obvious or implied evidence (i.e., stained or odorous soil) to reduce health hazards associated with potential exposure to hazardous substances: ▶ Prepare a plan that identifies any necessary remediation activities including excavation and removal of contaminated soils and redistribution of clean fill material within the SPA, if necessary. The plan shall include measures for the safe transport, use, and disposal of contaminated soil and building debris removed from the SPA. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system. The project applicants shall be required to comply with the plan and applicable Federal, state, and local laws. The plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the SPA at an appropriate off-site disposal facility. ▶ If stained or odiferous soil is discovered during project-related construction activities, the project applicants shall retain a registered environmental assessor to conduct a Phase 1 ESA, and if necessary, Phase II ESAs and/or other appropriate testing. Recommendations in the Phase I and II ESAs to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas. ▶ Notify the appropriate Federal, state, and local agencies if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) or if known or previously undiscovered USTs are encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Sacramento County EMD, Central Valley RWQCB, DTSC, and/or other appropriate Federal, state, or local regulatory agencies. ▶ Retain a licensed contractor to remove all septic systems in accordance with local, state, and federal regulations. ▶ Retain a Cal-OSHA certified Asbestos Consultant before demolition of any on-site buildings to investigate whether any asbestos-containing materials or lead-based paints are present, and could become friable or mobile during demolition activities. If any materials containing asbestos or lead-based paints are found, they shall be removed by an accredited contractor in accordance with EPA and Cal-OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The materials containing asbestos and lead shall be disposed of properly at an appropriate off-site disposal facility.	Before the start of construction activities	Project applicants for any particular discretionary development application.	Central Valley Regional Water Quality Control Board, California Department of Toxic Substances Control, and/or the appropriate Federal, state, or local regulatory agency.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
3.9 HYDROLOGY AND WATER QUALITY				
Mitigation Measure 3.9-1: Acquire Appropriate Regulatory Permits and Prepare and Implement an Erosion and Sediment Control Plan, SWPPP, and BMPs. As required by the Land Grading and Erosion Control Ordinance (Chapter 16.44 of County and City of Rancho Cordova Municipal Codes), projects disturbing 350 cubic yards or more of soil or one or more acres of land shall prepare an erosion and sediment control plan specifying best management practices (BMPs) for erosion and sediment control. This erosion and sediment control plan shall be checked in the field by the City inspector during construction. Prior to the issuance of grading permits, the project applicants for any particular discretionary development application disturbing one or more acres (including phased construction of smaller areas which are part of the larger project) shall obtain coverage under the SWRCB’s NPDES stormwater permit for general construction activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific storm water pollution prevention plan (SWPPP) at the time the NOI to discharge is filed. The project applicants shall also prepare and submit any other necessary erosion and sediment control and engineering plans and specifications for pollution prevention and control to the City of Rancho Cordova Public Works Department. The SWPPP and other appropriate plans shall identify and specify: ▶ the use of an effective combination of robust erosion and sediment control BMPs and construction techniques accepted by the City for use in the project area at the time of construction, that shall reduce the potential for runoff and the release, mobilization, and exposure of pollutants, including legacy sources of mercury from project-related construction sites. These may include but would not be limited to temporary erosion control and soil stabilization measures, sedimentation ponds, inlet protection, perforated riser pipes, check dams, and silt fences; ▶ the implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities; ▶ the pollutants that are likely to be used during construction that could be present in stormwater drainage and nonstormwater discharges, including fuels, lubricants, and other types of materials used for equipment operation; ▶ the means of waste disposal; ▶ spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills; ▶ personnel training requirements and procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and ▶ the appropriate personnel responsible for supervisory duties related to implementation of the SWPPP. Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction/demolition activities and shall be used in all subsequent site development activities. BMPs may include, but are not limited to, such measures as those listed below. ▶ Implementing temporary erosion and sediment control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances, in compliance with state and local standards in effect at the time of construction. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, sandbag dikes, and temporary vegetation. ▶ Establishing permanent vegetative cover to reduce erosion in areas disturbed by construction by slowing runoff velocities, trapping sediment, and enhancing filtration and transpiration. ▶ Using drainage swales, ditches, and earth dikes to control erosion and runoff by conveying surface runoff down sloping land, intercepting and diverting runoff to a watercourse or channel, preventing sheet flow over sloped surfaces, preventing runoff accumulation at the base of a grade, and avoiding flood damage along roadways and facility infrastructure.	Submittal of the State Construction General Permit NOI and SWPPP (where applicable) and development and submittal of any other locally required plans and specifications before the issuance of grading permits for each particular discretionary development application and implementation throughout project construction.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Public Works Department, State Water Resources Control Board, and Central Valley Regional Water Quality Control Board.	
Mitigation Measure 3.9-2: Prepare and Submit Updated Regional Master Drainage Studies and Final Drainage Plans and Implement Requirements Contained in Those Plans. Before approval of the first large lot tentative subdivision map in the SPA, the project applicant(s) shall: 1. Submit an updated Regional Master Drainage Study for the SPA to the City demonstrating to the satisfaction of the City of Rancho Cordova Public Works Department that: ▶ the proposed stormwater detention basins are appropriately sized in compliance with the SSQP’s NPDES Permit and the draft Hydromodification Management Plan (as finally adopted by the Central Valley RWQCB) so that hydromodification would not increase from predevelopment levels enough to alter existing stream geomorphology. Drainage improvements shall be designed to address hydromodification impacts caused by development using methods approved by the SSQP and/or City of Rancho Cordova Public Works Department;	Before approval of grading plans and building permits of all project phases.	Project applicants during each particular discretionary development phase.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
▶ the stormwater detention basins will drain by gravity; ▶ the stormwater detention basins can be designed to minimize long-term maintenance, especially as it relates to the basin outlet structures; and ▶ the depth and duration of the existing flooding problem at the Sunrise Boulevard crossing of Laguna Creek is not substantially increased by project development. 2. Prepare and submit a Conditional Letters of Map Revision (CLOMR) to FEMA showing the existing 100-year (0.01 AEP) flood plain for the existing site (existing conditions). Furthermore, before the approval of grading plans, site improvements, and/or building permits, the project applicants for any particular discretionary development application shall obtain an approved CLOMR from FEMA and submit a final construction level drainage study and plans to the City demonstrating that project-related on-site runoff would be appropriately contained in detention basins or managed with other improvement s (e.g., source controls using LID techniques) to maintain peak storm flows at no greater than the level existing before development and to accommodate flows based on a 100-year storm event, as required by the Sacramento County Flood Control Ordinance. The drainage study and plans shall include all the items required for tentative map level study. In addition, the drainage study and plans shall include, but not be limited to, the following items: ▶ an accurate calculation of pre-project and post-project runoff for the final design scenario, obtained using appropriate engineering methods, that accurately evaluates potential changes to runoff, including increased surface runoff; ▶ runoff calculations for the 10-year and 100-year (0.01 AEP) storm events (and other, smaller storm events as required) shall be performed and the trunk drainage pipeline sizes confirmed based on alignments and finalized detention facility locations; ▶ a description of the proposed maintenance program for the on-site drainage system; and ▶ City flood control design requirements and measures designed to comply with them. Implementation of stormwater management BMPs that avoid increases in the erosive force of flows beyond a specific range of conditions shall limit hydromodification and maintain current stream geomorphology. BMPs may include, but are not limited to, the use of LID techniques to limit increases in stormwater runoff at the point of origination (these may include, but are not limited to: surface swales; replacement of conventional impervious surfaces with pervious surfaces [e.g., porous pavement]; impervious surfaces disconnection; and trees planted to intercept stormwater). These BMPs may be designed and constructed in accordance with the forthcoming SSQP Hydromodification Management Plan (to be adopted by the Central Valley RWQCB), as appropriate. The final drainage plan shall demonstrate to the satisfaction of the City of Rancho Cordova Community Development and Public Works Departments that 100-year (0.01 AEP) flood flows would be appropriately channeled and contained, such that the risk to people or damage to structures within or down gradient of the SPA would not occur, and that hydromodification would not be increased from pre-development levels such that existing stream geomorphology would be changed. The range of conditions should be calculated for each receiving water (if feasible), as approved by the SSQP and/or City of Rancho Cordova Public Works Department).				
Mitigation Measure 3.9-3: Develop and Implement a BMP and Water Quality Maintenance Plan. Before approval of the final small-lot subdivision map for all project phases, a detailed BMP and water quality maintenance plan shall be prepared by a qualified engineer retained by the project applicants for any particular discretionary development application. Drafts of the plan shall be submitted to the City of Rancho Cordova for review and approval concurrently with development of tentative subdivision maps for all project phases. The plan shall finalize the water quality improvements and further detail the structural and nonstructural BMPs proposed for the project. The plan shall include the elements described below. ▶ A quantitative hydrologic and water quality analysis of proposed conditions incorporating the proposed drainage design features. ▶ Predevelopment and postdevelopment calculations demonstrating that the proposed water quality BMPs meet or exceed requirements established by the City of Rancho Cordova and including details regarding the size, geometry, and functional timing of storage and release pursuant to the ““Stormwater Quality Design Manual for Sacramento and South Placer Regions” and the draft Hydromodification Management Plan ([SSQP 2007] per NPDES Permit No. CAS082597 WDR Order No. R5-2008-0142, page 46). ▶ Source control programs to control water quality pollutants on the SPA, which may include but are limited to recycling, street sweeping, storm drain cleaning, household hazardous waste collection, waste minimization, prevention of spills and illegal dumping, and effective management of public trash collection areas. ▶ A pond management component for the proposed basins that shall include management and maintenance requirements for the design features and BMPs, and responsible parties for maintenance and funding.	Prepare plans before the issuance of grading permits for all project phases and implementation throughout project construction.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Community Development Department and Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
▶ LID control measures shall be integrated into the BMP and water quality maintenance plan. These may include, but are not limited to: • surface swales; • replacement of conventional impervious surfaces with pervious surfaces (e.g., porous pavement); • impervious surfaces disconnection; and • trees planted to intercept stormwater. ▶ New stormwater facilities shall be placed along the natural drainage courses within the SPA to the extent practicable so as to mimic the natural drainage patterns. The reduction in runoff as a result of the LID configurations shall be quantified based on the runoff reduction credit system methodology described in “Stormwater Quality Design Manual for the Sacramento and South Placer Regions, Chapter 5 and Appendix D4” (SSQP 2007) and proposed detention basins and other water quality BMPs shall be sized to handle these runoff volumes.				
3.11 NOISE				
Mitigation Measure 3.11-1: Implement Measures to Prevent Exposure of Sensitive Receptors to Temporary Construction-Generated Equipment Noise. To reduce impacts associated with noise generated during construction activities, the project applicants for any particular discretionary development application shall conform to the following requirements: ▶ Noise-generating construction operations shall be limited to the hours between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday and Sunday. ▶ All construction equipment and equipment staging areas shall be located as far as feasible from nearby noise-sensitive land uses. ▶ All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers’ recommendations. Equipment engine shrouds shall be closed during equipment operation. ▶ All motorized construction equipment shall be shut down when not in use to prevent excessive idling noise. ▶ The following measures shall be required for exterior activities that involve the use of heavy-duty construction equipment (see Table 3.11-8) located within 800 feet of occupied noise-sensitive daytime land uses (e.g., school classrooms, childcare and convalescent care facilities, inpatient medical facilities, and places of worship): • Individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete off-site instead of on-site). • Written notification of construction activities shall be provided to all noise-sensitive receptors located within 800 feet of construction activities. Notification shall include anticipated dates and hours during which construction activities are anticipated to occur and contact information, including a daytime telephone number, for the project representative to be contacted in the event that noise levels are deemed excessive. Recommendations to assist noise-sensitive land uses in reducing interior noise levels (e.g., closing windows and doors) shall also be included in the notification. ▶ To the extent feasible, acoustic barriers (e.g., plywood, sound blankets) shall be constructed to reduce construction-generated noise levels at affected noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment. When installed properly, acoustic barriers can reduce construction noise levels by approximately 8–10 dBA (EPA 1971).	During all phases of project construction.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.11-3: Implement Measures to Reduce Potential Exposure of Sensitive Receptors to Stationary Source–Generated Noise. To reduce potential long-term exposure of sensitive receptors to noise generated by project-related stationary noise sources, the City shall evaluate individual facilities, subdivisions, and other project elements for compliance with the City Noise Ordinance and policies contained in the City General Plan at the time that tentative subdivision maps and improvements plans are submitted. All project elements shall comply with City noise standards. The project applicants for any particular discretionary development application shall implement the following measures to assure maximum reduction of project interior and exterior noise levels from operational activities. ▶ The proposed land uses shall be designed so that on-site mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational-use areas) are located as far as feasible from or shielded from nearby noise-sensitive land uses. ▶ Residential air conditioning units shall be located a minimum of 10 feet from adjacent residential dwellings, including outdoor entertainment and relaxation areas, or shall be shielded to reduce operational noise levels at adjacent dwellings or designed to meet City noise standards. Shielding may include the use of fences or partial equipment enclosures. To provide effectiveness, fences or barriers shall be continuous or solid, with no gaps, and shall block the line of sight to windows of neighboring dwellings. (Achievable noise reductions	During design review and before the approval of all subdivision maps and improvement plans, where applicable for all project phases. For measures that the City should encourage other agencies to undertake, before the approval of final maps for all project phases for noise-generating school and park and recreation sites.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Building and Safety, and Planning Departments; Cordova Recreation and Park District; Elk Grove Unified School District.	

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Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
from fences or barriers can vary, but typically range from approximately 5 to 10 dBA, depending on construction characteristics, height, and location.) ▶ To the extent feasible, residential land uses located within 2,500 feet of and within the direct line of sight of major noise-generating commercial uses (e.g., loading docks and equipment/vehicle storage repair facilities,) shall be shielded from the line of sight of these facilities by construction of a noise barrier. To provide effectiveness, noise barriers shall be continuous or solid, with no gaps, and shall block the line of sight to windows of neighboring dwellings. (Achievable noise reductions from barriers can vary, but typically range from approximately 5 to 10 dBA, depending on construction characteristics, height, and location.) The applicant shall retain the services of a professional acoustician to determine the design and location of noise barriers to be constructed prior to City issuance of building permits or improvement plans. ▶ Dual-pane, noise-rated windows; mechanical air systems; exterior wall insulation; and other noise-reducing building materials shall be used. ▶ Routine testing and preventive maintenance of emergency electrical generators shall be conducted during the less sensitive daytime hours (i.e., 7 a.m. to 6 p.m.). All electrical generators shall be equipped with noise control (e.g., muffler) devices in accordance with manufacturers’ specifications. In addition, the City shall seek to reduce potential long-term exposure of sensitive receptors to noise generated by project-related stationary noise sources from public activities on school grounds, in neighborhood and community parks, and in open-space areas. Specifically, the City shall encourage the controlling agencies (i.e., schools and park and recreation districts) to implement measures to reduce project-generated interior and exterior noise levels to within acceptable levels, including but not limited to the following: ▶ On-site landscape maintenance equipment shall be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers’ specifications. ▶ For maintenance areas located within 500 feet of noise-sensitive land uses, the operation of on-site landscape maintenance equipment shall be limited to the least noise-sensitive periods of the day, between the hours of 7 a.m. and 7 p.m. ▶ Outdoor use of amplified sound systems within 500 feet of noise-sensitive land uses shall be permitted only between 7 a.m. and 10 p.m. Sunday through Thursday, and between 7 a.m. and 11 p.m. on Friday and Saturday.				
3.11-5: Implement Measures to Improve Land Use Compatibility with Noise Sources. To meet City noise standards set forth in the City General Plan and Noise Ordinance and improve compatibility between project land uses and noise sources, the project applicants for any particular discretionary development application for all project phases shall implement the following: ▶ Obtain the services of a qualified acoustical consultant to develop noise attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will provide a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms). ▶ When a project alternative is adopted, and prior to the submittal of small-lot tentative subdivision maps and improvement plans, the project applicants shall conduct a site-specific acoustical analysis to determine predicted roadway noise impacts attributable to the project, taking into account site-specific conditions (e.g., site design, location of structures, building characteristics). The acoustical analysis shall evaluate stationary- and mobile-source noise attributable to the proposed use or uses and impacts on nearby noise-sensitive land uses, in accordance with adopted City noise standards. For any noise impacts identified in the acoustical analysis that would be greater than City noise standards, the project applicant shall submit a noise reduction plan to reduce any identified impacts above adopted City noise standards. The noise reduction plan shall be reviewed and approved by the City and its implementation shall be required as a condition of approval of tentative maps or improvement plans. Feasible measures to be included in the noise reduction plan to reduce project-related noise impacts may include, but are not limited to, the following: • limiting noise-generating operational activities associated with proposed commercial land uses, including truck deliveries; • construction of exterior sound walls; • use of “quiet pavement” (e.g., rubberized asphalt) construction methods; or • use of increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; exterior wall insulation); and • installation of noise barriers ranging from 6 to 14 feet in height to reduce exterior noise levels to the normally acceptable noise standard of 60 dBA CNEL at noise-sensitive locations. Noise barriers in excess of 10 feet may not be considered desirable or feasible.	Before the recordation of final maps and during all project construction activities for all project phases where applicable.	Project applicants of any particular discretionary development application.	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Where noise barrier heights are not feasible, the City may, at its discretion, require the project applicant to instead achieve the conditionally-acceptable noise level of 65-dBA CNEL at noise-sensitive locations, provided that interior noise levels are in compliance with the City’s 45-dBA L_{dn} interior noise level standard. Noise barriers ranging from 6 to 10 feet in height would be required to reduce exterior noise levels to a conditionally acceptable level of 65-dBA CNEL at noise-sensitive locations relative to the corresponding roadway segment. As an alternative, site design may be taken into consideration to reduce noise levels within compliance of applicable noise standards. Where noise levels require sound walls in excess of a desirable height deemed by the City, residential areas may be redesigned so that houses front the noise source. For example, fronting the residences to the noise source would achieve a 5-dBA to 8-dBA reduction in traffic noise levels due to shielding provided by the intervening residential building facade at the outdoor activity area. Another alternative would be to increase minimum setback distances from the noise source.				
Mitigation Measure 3.11-6: Implement Measures to Prevent Exposure of Sensitive Receptors to Temporary Construction-Generated Groundborne Noise and Vibration. To reduce impacts associated with groundborne noise and vibration generated during construction activities, the project applicants for all project phases shall conform to the following requirements: ▶ To the extent feasible, bulldozing operations shall occur greater than 100 feet from occupied vibration-sensitive receptors (e.g., residences, schools). ▶ All construction equipment and equipment staging areas shall be located as far as feasible from nearby vibration-sensitive land uses.	During all phases of project construction.	Project applicants of any particular discretionary development application.	City of Rancho Cordova Planning Department.	
3.12 PARKS AND RECREATION				
Mitigation Measure 3.12-1: Comply with CRPD Parkland Requirements. The project applicants for the No USACE Permit Alternative shall comply with CRPD’s parkland requirements of 5 acres per 1,000 residents. To satisfy the parkland shortfall that would be created with implementation of the No USACE Permit Alternative, the project applicants of all project phases shall consult with the City and work with CRPD to identify options to meet the standard of 5 acres per 1,000 residents, which may include any or all of the following: dedication of additional parkland acreage either on- or off-site, payment of in-lieu fees, or expansion of existing park facilities.	Prior to approval of tentative subdivision maps.	Project applicants for any particular discretionary development application for the No USACE Permit Alternative.	City of Rancho Cordova and Cordova Recreation and Parks Department.	
3.14 PUBLIC SERVICES				
Mitigation Measure 3.14-1: Prepare and Implement a Construction Traffic Control Plan. The project applicant for any particular discretionary development application shall prepare and implement traffic control plans for construction activities that may affect road rights-of-way. The traffic control plans must follow any applicable standards of the agency responsible for the affected roadway and must be approved and signed by a professional engineer. Measures typically used in traffic control plans include advertising of planned lane closures, warning signage, a flagperson to direct traffic flows when needed, and shall also address methods to ensure continued access by emergency vehicles. During project construction, access to existing land uses shall be maintained at all times, with detours used as necessary during road closures. Traffic control plans shall be submitted to the City of Rancho Cordova Public Works Department for review and approval before the approval of all project plans or permits, for all project phases where implementation may cause impacts on traffic.	Before the approval of all relevant plans and/or permits and during construction of all project phases.	Project applicants for any particular discretionary development application.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.14-2: Incorporate California Fire Code and Sacramento Metropolitan Fire District (SMFD) Fire Prevention Standards into Project Design and Submit Project Design to the SMFD for Review and Approval. To reduce impacts related to the provision of new fire services, the project applicant for any particular discretionary development application shall incorporate all applicable California Fire Code and SMFD Fire Prevention Standards into their project designs and shall prepare improvement plans for review and approval by the SMFD before issuance of building permits by the City of Rancho Cordova Building and Safety Department. Improvement plans shall show fire hydrant locations and details. SMFD notes shall be shown on the plans or improvement drawings. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the route of fire apparatus access roadways as detailed in Fire Prevention Standard 441.1051. The required fire hydrants shall be installed and operational prior to any construction. A letter from the Sacramento County Water Agency shall be obtained verifying that adequate water is available for fire flow. Improvement plans shall show access design as described by Fire Prevention Standard 444.302 (“Fire Apparatus Access Roads”). These plans shall describe access-road length, dimensions, and finished surfaces for firefighting equipment. If security gates are installed at the SPA, the project applicant shall obtain a copy of the Sacramento County Fire Code, Amendment VII, “Emergency Access Gates and Barriers.” The design of the entry shall conform to this standard.	Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.	Project applicants for any particular discretionary development application.	Sacramento Metropolitan Fire District and City of Rancho Cordova Building and Safety Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
As required by the City General Plan, new commercial and industrial development, as well as multifamily residential development with five or more units shall incorporate on-site fire suppression systems into project designs. On-site equipment and facilities would be consistent with industry standards and approved by SMFD. The City shall not authorize the occupancy of any structures until the project applicant have obtained a Certificate of Release (Standard 441.105, “Certificate of Release—Residential”) from SMFD verifying that all fire prevention items have been addressed on-site to the satisfaction of SMFD. Information regarding the possible inclusion or utilization of Mello-Roos or other special assessment mechanism shall be provided to the fire district for the possible inclusion of a “Special Fire Tax” within the Mello-Roos area/assessment area.				
3.15 TRAFFIC AND TRANSPORTATION				
Mitigation Measure Common to All Impacts under Impact 3.15-1: Participate in Identified Roadway Improvements. To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.15-1. The project applicant(s) of any project phases shall participate in the necessary improvements identified in all of the following mitigation measures. The project’s fair-share participation and the associated timing of the improvements shall be identified in the project conditions of approval and in the mitigation monitoring and reporting program for the project, or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-1a: Participate in Improvements to the SR 16/Excelsior Road Intersection (Intersection 1). To ensure that the SR 16/Excelsior Road intersection operates at an acceptable LOS, the following improvements are required: ► The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, one through lane, and one right-turn lane. Improvements to the SR 16/Excelsior Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Implementation of the improvements described above would assist in reducing traffic impacts on this intersection by providing acceptable operations. If these improvements are completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1b: Participate in Improvements at the SR 16/Eagles Nest Road Intersection (Intersection 2). To ensure that the SR 16/Eagles Nest Road intersection operates at an acceptable LOS, a traffic signal must be installed at this intersection with protected left-turn signal phasing on the eastbound and westbound approaches. Improvements to the SR 16/Eagles Nest Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Implementation of the improvement described above would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1c: Participate in Improvements to the SR 16/Sunrise Boulevard Intersection (Intersection 3). To ensure that the SR 16/Sunrise Boulevard intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of one left-turn lane, one through lane, and one shared through/right-turn lane; and the southbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane. An additional through lane would be needed in the eastbound and westbound directions, which would require widening of SR 16 on both sides of the intersection for a minimum of 1,000 feet in both directions. With these improvements, this intersection would operate at an acceptable LOS.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Improvements to the SR 16/Sunrise Boulevard intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Mather Field Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.				
Mitigation Measure 3.15-1d: Participate in Improvements to the SR 16/Grant Line Road Intersection (Intersection 4). To ensure that the SR 16/Grant Line Road intersection operates at an acceptable LOS, all of the following improvements are required: ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane and one shared through/right-turn lane. ▶ Protected left-turn signal phasing must be provided on the northbound and southbound approaches. ▶ The eastbound approach must be reconfigured to consist of one left-turn lane, one through lane, and a shared through/right-turn lane. ▶ Additional southbound right-turn lane (Increased Development Alternative only) ▶ These improvements would require widening of SR 16 1,000 feet on both sides of the intersection. Improvements to the SR 16/Grant Line Road intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection; with them, this intersection would operate at an acceptable LOS. If these improvements are completed concurrent with development of the Mather Field Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1e: Participate in Improvements to the Florin Road/Sunrise Boulevard Intersection (Intersection 5). To ensure that the Florin Road/Sunrise Boulevard intersection operates at an acceptable LOS, the southbound approach must be reconfigured to consist of one through lane and one dedicated right-turn lane. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-1f: Participate in Improvements to the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7). To ensure that the Grant Line Road/Kiefer Boulevard intersection operates at an acceptable LOS, the following improvements must be implemented: ▶ Configure the northbound approach with one left-turn lane, one through lane, and one right-turn lane ▶ Configure the southbound approach with one right-turn lane and one through lane Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-1g: Participate in Improvements to the Grant Line Road/Douglas Road Intersection (Intersection 8). To ensure that the Grant Line Road/Douglas Road intersection operates at an acceptable LOS, a traffic signal must be installed at this intersection. Improvements to the Grant Line Road/Douglas Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan. Implementation of the improvement described above would assist in reducing traffic impacts on this intersection. If this improvement is completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-1h: Participate in Improvements to the Sunrise Boulevard/Douglas Road Intersection (Intersection 9). Improvements must be made to ensure that the Sunrise Boulevard/Douglas Road intersection operates at an acceptable LOS. Specifically, all approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and one right-turn lane. However, with implementation of this improvement, the intersection would continue to operate at an unacceptable LOS F. To further improve operations at the intersection, additional roadway connectivity is required. To achieve this connectivity, Rancho Cordova Parkway (and its connection to U.S. 50) must be implemented, the Zinfandel Drive Extension must be implemented, and International Drive must be extended to Sunrise Boulevard and through the Rio del Oro SPA. Improvements to this intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan. The extension of Zinfandel Drive is identified as part of the Mather Field Specific Plan Public Facilities Financing Plan. Funding has been identified for Rancho Cordova Parkway and the interchange and for the extension of International Drive to Sunrise Boulevard within the City’s CIP program. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1i: Participate in Improvements to the Mather Field Road/U.S. 50 Eastbound Ramps Intersection (Intersection 12). Improvements must be made to ensure that the Mather Field Road/U.S. 50 eastbound ramps intersection operates at an acceptable LOS. Specifically, the eastbound ramp needs modification to make the eastbound right turn a “free” movement. This would require a receiving lane on Mather Field Road, south of the intersection. To further improve operations at the intersection, additional roadway connectivity is required. To achieve this connectivity, the Zinfandel Drive Extension must be implemented (to accommodate traffic generated within the Sunridge and SunCreek Specific Plan areas), International Drive must be extended to Sunrise Boulevard and into and through the Rio del Oro SPA, and Rancho Cordova Parkway (and its connection to U.S. 50) must be implemented. The extension of Zinfandel Drive is identified as part of the Mather Field Specific Plan Public Facilities Financing Plan. Funding has been identified for Rancho Cordova Parkway and the interchange and for the extension of International Drive to Sunrise Boulevard within the City’s CIP program. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1j: Participate in Improvements to the Sunrise Boulevard/White Rock Road Intersection (Intersection 18). With two left-turn lanes, three through lanes, and one right-turn lane currently on all approaches, the Sunrise Boulevard/White Rock Road intersection would continue to operate at an unacceptable LOS as a result of sufficiently high volumes from traffic generated by the SunCreek Specific Plan and other developments in the area. Therefore, to ensure that this intersection operates at an acceptable LOS, additional improvements must be made, such as grade separation of the intersection (consistent with the City’s Circulation Element/Plan) and/or additional roadway facilities such as the Zinfandel Drive Extension, International Drive Extension into and through the Rio del Oro SPA, and implementation of Rancho Cordova Parkway (and its connection to U.S. 50). Improvements to this intersection and identified additional roadway connectivity are identified in the Mather Field Specific Plan Public Facilities Financing Plan (Zinfandel Drive Extension) or the City’s CIP. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Mather Field Specific Plan or City’s Public Facilities Financing Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1k: Participate in Improvements to the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22). Improvements must be made to ensure that the Sunrise Boulevard/Zinfandel Drive intersection operates at an acceptable LOS. Specifically, all of the following improvements should be made: ► Configure westbound and eastbound approaches with one left-turn lane and one shared through/right-turn lane ► Implement protected phasing for the westbound and eastbound left-turns ► Optimize signal timing and offset These at-grade improvements may be made without allocating additional right-of-way, and then the project impact at this intersection would be reduced to a less-than-significant level.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-1l: Participate in Improvements to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25). To ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable LOS, the following improvements should be made: ▶ Add an additional westbound right-turn on the off-ramp ▶ Add an additional eastbound right-turn lane ▶ Add an additional southbound through lane on Hazel Avenue Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1m: Participate in Improvements to the Grant Line Road/White Rock Road Intersection (Intersection 27). To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS, all of the following improvements are required: ▶ A traffic signal must be installed at this intersection. ▶ Configure the southbound approach with one through lane and one dedicated right-turn lane ▶ Maintain shared left/through/right-turn lane on the eastbound approach. ▶ Configure the northbound approach with one left-turn lane and one through lane These improvements may require realignment of White Rock Road to provide adequate sight distance. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-1n: Participate in Improvements to the Kilgore Road/White Rock Road Intersection (Intersection 28). To ensure that the Kilgore Road/White Rock Road intersection operates at an acceptable LOS, a free right-turn lane must be added on the northbound approach with an associated receiving lane. The crossing of the Folsom South Canal already consists of a six-lane crossing, thus the receiving lane for the northbound free right-turn can be accommodated. This reduces the project impact at this intersection to a less-than-significant level.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-1o: Participate in Improvements to the Eagles Nest Road/Douglas Road Intersection (Intersection 29). To ensure that the Eagles Nest Road/Douglas Road intersection operates at an acceptable LOS, the following improvement is required: ▶ A traffic signal must be installed at this intersection. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-1p: Participate in Improvements to the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30). To ensure that the Sunrise Boulevard/Kiefer Boulevard intersection operates at an acceptable LOS, the following improvement is required: ▶ Optimize signal timing and phasing. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-1q: Participate in Improvements to Mather Boulevard between Femoyer Street and Douglas Road (Roadway Segment 4). To ensure that Mather Boulevard operates at an acceptable LOS between Femoyer Street and Douglas Road, Femoyer Street must be widened to four lanes between Mather Boulevard and the proposed Zinfandel Drive extension, and the future Zinfandel Drive extension must be constructed as a four-lane facility from Mather Boulevard to Douglas Road. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-1r: Participate in Improvements to Douglas Road between Mather Boulevard and Sunrise Boulevard (Roadway Segment 5). To ensure that Douglas Road operates at an acceptable LOS between Mather Boulevard and Sunrise Boulevard, Douglas Road must be widened to four lanes. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-1s: Participate in Improvements to Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17). Improvements must be made to improve operations on Sunrise Boulevard between Gold Country Boulevard and Coloma Road; specifically, this roadway segment should be widened to eight lanes. This improvement would offset the impacts of the project, but the segment would continue to operate at an unacceptable LOS. Additionally, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City’s Circulation Element/Plan because City Circulation Element identifies a maximum roadway cross section of six lanes. Furthermore, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1t: Participate in Improvements to Sunrise Boulevard between Coloma Road and the U.S. 50 Westbound Ramps (Roadway Segment 18). Improvements must be made to improve operations on Sunrise Boulevard between Coloma Road and the U.S. 50 westbound ramps; specifically, this roadway segment should be widened to eight lanes. This improvement would offset the impacts of the project, but the segment would continue to operate at an unacceptable LOS. Additionally, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City’s Circulation Element/Plan because it restricts the City’s desire for a maximum roadway cross section of six lanes. Furthermore, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1u: Participate in Improvements to Sunrise Boulevard between the U.S. 50 Eastbound Ramps and Folsom Boulevard (Roadway Segment 19). Improvements must be made to improve operations on Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard; specifically, this roadway segment should be widened to eight lanes. This improvement would ensure that the roadway segment would operate at an acceptable level of service. However, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City’s Circulation Element/Plan because the plan reflects the City’s desire for a maximum roadway cross section of six lanes. An alternative to this identified improvement is implementation of parallel capacity improvements, such as implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, which could improve operations on this segment and reduce the project’s impact. Improvements to this roadway segment must be coordinated with Caltrans, Sacramento RT, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1v: Participate in Improvements to Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20). Improvements must be made to improve operations on Sunrise Boulevard between Folsom Boulevard and White Rock Road; specifically, this roadway segment should be widened to eight lanes. This improvement would ensure that the roadway segment would operate at an acceptable level of service. However, this improvement is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. An alternative to this identified improvement is implementation of parallel capacity improvements, such as implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, which could improve operations on this segment and reduce the project’s impact. Improvements to this roadway segment must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-1w: Participate in Improvements to Sunrise Boulevard between Douglas Road and Kiefer Boulevard (Roadway Segment 29). To ensure that Sunrise Boulevard operates at an acceptable LOS between Douglas Road and Kiefer Boulevard, this roadway segment must be widened to six lanes consistent with the City’s Circulation Element/Plan and CIP.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-1x: Participate in Improvements to Sunrise Boulevard between Kiefer Boulevard and State Route 16 (Roadway Segment 30). To ensure that Sunrise Boulevard operates at an acceptable LOS between Kiefer Boulevard and SR 16, this roadway segment must be widened to six lanes consistent with the City’s Circulation Element/Plan and CIP.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-1y: Participate in Improvements to Various Merge and Diverge Segments of U.S. 50. To ensure that the U.S. 50 merge and diverge areas operate at an acceptable LOS, the following improvements to the U.S. 50 corridor are required: ▶ Ramp metering must be added on the Mather Field Road eastbound on-ramps. ▶ An auxiliary lane must be constructed from Mather Field Road eastbound to Zinfandel Drive. ▶ An auxiliary lane must be constructed from Sunrise Boulevard eastbound to Hazel Avenue ▶ Traffic-signal timing at freeway interchanges must be coordinated with adjacent City intersections to minimize impacts of vehicle queue spillback onto U.S. 50. ▶ Parallel facilities to U.S. 50 must be constructed, including improvements to SR 16, extension of International Drive into and through the Rio del Oro SPA, extension of Kiefer Boulevard, construction of Easton Valley Parkway, widening of White Rock Road from the Silva Valley Interchange in El Dorado County to Sunrise Boulevard, and connectivity of International Drive to Old Placerville Road. ▶ HOV lanes must be extended from Sunrise Boulevard to downtown Sacramento (or, as an interim project, to Watt Avenue). ▶ HOV enhancements to existing interchanges must be provided, such as bypass lanes at existing metered on-ramps. Improvements to these merge and diverge segments of U.S. 50 must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-2a: Participate in Capital Improvements for Transit Service. The project applicant(s) shall participate in capital improvements for transit service consistent with the City’s Transit Master Plan. The project’s fair-share participation and the associated timing of the improvements shall be identified in the project conditions of approval and/or the project’s development agreement. Improvements shall be coordinated, as necessary, with Sacramento RT.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-2b: Consult with the 50 Corridor Transportation Management Association and Comply with the City of Rancho Cordova Transportation System Management Ordinance. The project applicants shall consult with the 50 Corridor Transportation Management Association and comply with the City of Rancho Cordova transportation system management ordinance.	Concurrent with construction of any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-3: Modify Specific Plan to Be Consistent with the City’s General Plan. Modify the specific plan under the No USACE Permit, Biological Impact Minimization, Conceptual Strategy, and Increased Development Alternatives so that they are consistent with the City General Plan Circulation Network.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
3.16 UTILITIES AND SERVICE SYSTEMS				
Mitigation Measure 3.16-1: Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Submit Proof That Adequate Financing Is Secured. Before the approval the final maps for all project phases, the project applicants shall submit written verification that SRCSD has adequate wastewater conveyance capacity for the amount of development identified in the tentative map has been constructed or is assured through the use of bonds or other sureties to the City's satisfaction. Both on- and off-site wastewater conveyance infrastructure sufficient to provide adequate service to the SPA shall be in place for the amount of development identified in the tentative map before approval of the final map and issuance of building permits by the City of Rancho Cordova Public Works Department and issuance of building permits by the City of Rancho Cordova Building and Safety Division for all project phases, or their financing shall be secured and proof of such financing be provided to the satisfaction of the City.	Before approval of final maps and issuance of building permits for any project phases.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Building and Safety Division and City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.16-2: Demonstrate Adequate SRWTP Wastewater Treatment Capacity. The project applicants for any particular discretionary development application shall demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the project. This shall involve preparing a report prior to construction of each phase of development that identifies the amount of wastewater flows generated by the increment of proposed development, the available SRWTP wastewater treatment plant capacity, and confirming payment of connection and capacity fees as identified by SRCSD. Approval of the final map or improvement plan and issuance of building permits for all project phases shall not be granted until the City verifies adequate SRWTP capacity is available for the amount of proposed development identified in the report.	Before approval of Final maps and issuance of building permits for any project phases.	The project applicants for any particular discretionary development application.	City of Rancho Cordova Building and Safety Division and City of Rancho Cordova Public Works Department.	
3.17 WATER SUPPLY				
Mitigation Measure 3.17-2: Submit Proof of an On- and Off-Site Infrastructure Delivery System or Assure that Adequate Financing is Secured. The following shall be required for all legislative-level development projects, including community plans, general plan amendments, specific plans, rezonings, and other plan-level discretionary entitlements, but excluding tentative subdivisions maps, parcel maps, use permits, and other project-specific discretionary land-use entitlements or approvals: ▶ All required water treatment and delivery infrastructure for the project shall be in place at the time of subsequent, project-specific discretionary land-use entitlements or approvals, or shall be assured prior to occupancy through the use of bonds or other sureties to the City’s satisfaction. Water infrastructure may be phased to coincide with the phased development of large-scale projects. The following shall be required for project-specific discretionary land-use entitlements and approvals including, but not limited to, all tentative subdivision maps, parcel maps, or use permits: ▶ Off-site and on-site water infrastructure sufficient to provide adequate water to the subdivision shall be in place prior to the issuance of building permits or their financing shall be assured to the satisfaction of the City prior to the approval of the Final Map, consistent with the requirements of the Subdivision Map Act, or prior to the issuance of a similar, project-level entitlement for nonresidential land uses. ▶ Off-site and on-site water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy, as determined appropriate by the City, and subject to approval by the City.	Before the approval of project-specific, discretionary land-use entitlements and approvals, including all final small-lot maps, or for nonresidential projects, before the issuance of use permits, building permits, or other entitlements.	Project applicants of any particular discretionary development application.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.17-3a: Perform Biological Surveys at the Construction Staging Area and Avoid Damage or Destruction to Sensitive Resources by Relocating the Staging Area, if Sensitive Biological Resources are Found. If a previously disturbed area is not available, prior to the establishment of any construction staging area, the project applicant(s) shall retain the services of a qualified professional biologist to perform surveys at the proposed staging area for special-status plants and wildlife and any sensitive habitats such as wetlands or other waters of the U.S., and special-status species that may not be located within the staging area but could be disturbed by construction activities (e.g., raptors). If sensitive biological resources are found at a proposed staging area, another potential staging area shall be identified and evaluated until a suitable site found to be devoid of sensitive resources is identified. The final construction staging area selected shall not be located in any area that would damage or destroy any special-status plant population or habitat for any state or Federally listed special-status wildlife species (e.g., vernal pools, elderberry shrubs, Swainson’s hawk nest site), require fill or result in any indirect impacts to any wetland or other waters of the U.S. or waters of the state, or require take of any special-status wildlife species (as determined by the qualified professional biologist),. The project applicant(s) shall first seek a previously disturbed area for staging. To avoid disturbance to nesting wildlife species (e.g., raptors) the following measures shall be applied: ▶ Conduct preconstruction surveys for active nests of Swainson’s hawks, white-tailed kite, burrowing owls, and other raptors, at the proposed staging area and within 0.5 mile.	Before the approval of grading plans and before/ during any ground-disturbing activities for the Florin Road/Sunrise Boulevard Pipeline.	Project applicants of all project phases where construction of the Florin Road/Sunrise Boulevard Pipeline is required.	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
▶ If active nests are found, impacts on nesting Swainson’s hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with DFG that reducing the buffer would not result in nest abandonment. DFG guidelines recommend establishing buffers of 0.25- to 0.5-mile, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with DFG, determine that such an adjustment would not be likely to adversely affect the nest. ▶ Monitoring of the nest by a qualified biologist during and after construction activities shall occur (to be funded by the project applicant[s]) if the activity has potential to adversely affect the nest.				
Mitigation Measure 3.17-3b: Perform Cultural Surveys at the Construction Staging Area and Avoid Damage or Destruction to Archaeological Resources by Relocating the Staging Area if Cultural Resources are Found. If a previously disturbed area is not available, prior to the establishment of any construction staging area, the project applicants shall retain the services of a qualified professional archaeologist to perform surveys at the proposed staging area for cultural resources. If cultural resources are found at a proposed staging area, another potential staging area shall be identified and evaluated until a suitable site found to be devoid of sensitive resources is identified. The final construction staging area selected shall not be located in any area that would damage or destroy cultural resources. The project applicants shall first seek a previously disturbed area for staging. To avoid damage or destruction of cultural resources, the project applicants of all project phases where construction of the pipeline is required shall hire a qualified archaeologist to perform a cultural records search and survey, if appropriate. If any cultural resources are discovered along the pipeline route or within the selected construction staging area as a result of the records search, the staging area shall be moved to a different location without any known cultural resources, and Mitigation Measure 3.5-3 shall be implemented in the vicinity of the known resources along the pipeline route.	Before the approval of grading plans and before/during any ground-disturbing activities for the Florin Road/Sunrise Boulevard Pipeline.	Project applicants of all project phases where construction of the Florin Road/Sunrise Boulevard Pipeline is required.	City of Rancho Cordova Planning Department.	
Mitigation Measure 3.17-5: Conduct Protocol-Level Preconstruction Surveys for Special-Status Plants The project applicants shall retain a qualified botanist to conduct protocol-level preconstruction special-status plant surveys for all potentially occurring plant species. If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter report to U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Game (DFG), and the City of Rancho Cordova, and no further mitigation shall be required. If special-status plant populations are found, the project applicants of affected project phases shall consult with the City, DFG, and USFWS, as appropriate depending on species status, to determine the appropriate mitigation measures for direct and indirect impacts on any special-status plant population that could result from project implementation. Mitigation measures may include preserving and enhancing existing populations, creation of off-site populations on project mitigation sites through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat or individuals. If potential impacts on special-status plant species are likely as determined by the botanist, a mitigation and monitoring plan shall be developed before the approval of grading plans or any ground-breaking activity within 250 feet of a special-status plant population. The mitigation plan shall be submitted to the City of Rancho Cordova for review and approval. It shall be submitted concurrently to DFG or USFWS, as appropriate depending on species status, for review and comment. The plan shall require the following: ▶ Viable plant populations shall be maintained on site and avoidance measures shall be identified for any existing population(s) to be retained and compensatory measures for any populations directly affected. Possible avoidance measures include fencing populations before construction and exclusion of project activities from the fenced-off areas, and construction monitoring by a qualified botanist to keep construction crews away from the population. The mitigation plan shall also include monitoring and reporting requirements for populations to be preserved on site or protected or enhanced off-site. ▶ If relocation efforts are part of the mitigation plan, the plan shall include details on the methods to be used, including collection, storage, propagation, receptor site preparation, installation, long-term protection and management, monitoring and reporting requirements, and remedial action responsibilities should the initial effort fail to meet long-term monitoring requirements. ▶ If off-site mitigation includes dedication of conservation easements, purchase of mitigation credits, or other off-site conservation measures, the details of these measures shall be included in the mitigation plan, including information on responsible parties for long-term management, conservation easement holders, long-term management requirements, and other details, as appropriate to target the preservation of long term viable populations.	Before the approval of grading plans and before/during any ground-disturbing activities for the Americanos Boulevard pipeline.	Project applicants of all project phases where construction of the Americanos Boulevard pipeline is required.	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
CUMULATIVE - AIR				
Mitigation Measure CUM AIR-1: Implement Measures to Reduce Exposure of Sensitive Receptors to Long-Term Operational Emissions of Toxic Air Contaminants. For every proposed sensitive land use (i.e. residences, schools, playgrounds, day care centers, nursing homes, and medical facilities) within 50 feet of Grant Line Road, a HRA shall be performed by each individual project applicant to determine whether existing or proposed on-site sensitive receptors will be exposed to TAC emissions that exceed an incremental increase of 10 in 1 million for cancer risk and/or a noncarcinogenic Hazard Index of 1.0. If the results of the HRA indicate that the cancer risk or Hazard Index exceeds the above-mentioned limits, the individual project applicant shall employ measures to reduce exposures to levels below the limits, which may include one or more of the following: ▶ Where necessary to reduce exposure of sensitive receptors to an incremental increase of 10 in 1 million for the cancer risk and/or a noncarcinogenic Hazard Index of 1.0, proposed sensitive land uses would: 1. Plant a tree barrier along the entire property line abutting Grant Line Road using an appropriate species of hardy, drought resistant, fast-growing, fine-needled evergreen trees (i.e. pine, cedar, or redwood, SMAQMD 2011, Fuller, et al., 2009). Density of planting should result in a semi-solid barrier to block out roadway pollution, while maintaining tree health. 2. Locate building air intakes on the sides of the SPA buildings that are more distant from the odor source and require levels of air filtration that exceed Title 24 standards or the local building codes. 3. Manage SPA buildings as systems with continuous positive pressure to prevent infiltration of unfiltered outside air 4. Execute and record deed notices on SPA properties and provide copies to initial and subsequent prospective buyers, lessees, and renters of all properties within the SPA, particularly residential buyers, with information that their respective properties would potentially be subject to objectionable diesel exhaust from a known nearby DPM source.	Before the approval of grading plans for any building that is proposed within 50 feet of Grant Line Road.	Each project applicant proposing construction of any building within 50 feet of Grant Line Road.	City of Rancho Cordova Planning Department.	
CUMULATIVE - NOISE				
Mitigation Measure CUM Noise-1: Implement Measures to Reduce Exposure of Sensitive Receptors to Project-Generated Increases in Operational Traffic Noise Levels on Area Roadways. To meet applicable City noise standards and to reduce increases in traffic-generated noise levels at on-site noise-sensitive uses along Kiefer Boulevard, the project applicant (Shalako) of on-site residential areas adjacent to Kiefer Boulevard between Zinfandel Drive and Sunrise Boulevard and between Sunrise Boulevard and Rancho Cordova Parkway shall implement the following: ▶ Obtain the services of a consultant (such as a licensed engineer or licensed architect) to develop noise-attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will produce a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) adjacent to Kiefer Boulevard. ▶ Prior to submittal of tentative subdivision maps and improvement plans, the Phase 1 project applicant (Shalako) shall demonstrate that project-generated operational traffic noise levels at on-site sensitive receptors along Kiefer Boulevard have been reduced such that City of Rancho Cordova noise standards are met by implementing one or more of the following: • construct exterior sound walls; • construct barrier walls and/or berms with vegetation; • use “quiet pavement” (e.g., rubberized asphalt) construction methods; or • use increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; thicker exterior wall insulation).	During design review and before the approval of all subdivision maps and improvement plans, where applicable for project Phase 1.	Project applicant of development Phase 1 (Shalako parcel).	City of Rancho Cordova Planning Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure CUM Noise-2: Implement Measures to Reduce Exposure of Sensitive Receptors to Increased Traffic Noise Levels along Grant Line Road (applies to Increased Development Alternative Only) The following measures shall be implemented under the Increased Development Alternative to reduce exposure of sensitive receptors to increases in traffic noise levels along Grant Line Road. Under the Proposed Project Alternative, this mitigation measure shall only apply if a land use other than a shopping center is constructed on the Local Town Center adjacent to Grant Line Road. ▶ A site-specific screening analysis shall be performed for all proposed sensitive receptors (e.g., residences, schools, daycares, libraries, etc.) that would be located along Grant Line Road between Chrysanthy Boulevard and Kiefer Boulevard using an approved three-dimensional traffic noise modeling program (i.e., TNM, SoundPlan). Each analysis shall be performed according to the standards set forth by the City of Rancho Cordova. The screening analysis shall account for the location of the receptors relative to the roadway, their distance from the roadway, and the projected future traffic volume for the year 2030. If the incremental increase in traffic noise levels are determined to exceed the threshold of significance recommended by the City of Rancho Cordova, then design mitigation shall be employed, such as the following: • Model the benefits of soundwalls (berm/wall combination) along Grant Line Road and the affected receptors not to exceed a total height of 10 feet (2-foot berm and 8-foot concrete masonry wall). If this mitigation measure is determined by the City of Rancho Cordova to be inadequate, additional three-dimensional traffic noise modeling shall be conducted with the inclusion of rubberized asphalt. • Implement the installation of rubberized asphalt (quiet pavement) on roadway segments adjacent to sensitive receptors if soundwalls do not provide adequate reduction of traffic noise levels. (The inclusion of rubberized asphalt would provide an additional 3 to 5 dB of traffic noise reduction.) • To improve the indoor noise levels at affected receptors on the SunCreek project site, implement the following measures before the occupancy of the affected residences and schools along Grant Line Road: – Conduct an interior noise analysis once detailed construction plans of residences adjacent to Grant Line Road to determine the required window package at second and third floor receptors to achieve the interior noise level standard of 45-dB L_{dn}. – Determine the interior traffic noise level increases at second and third floor receptors adjacent to Grant Line Road and install window package upgrades (increased sound transmission class rated windows) that would achieve the interior noise level standard of 45-dB L_{dn}.	During design review and before the approval of all subdivision maps and improvement plans, where applicable for project Phase 3.	The project applicants of Phase 3 (Grantline 220 parcel).	City of Rancho Cordova Planning Department.	
CUMULATIVE - TRAFFIC AND TRANSPORTATION				
Mitigation Measure Common to All Impacts under Impact 3.15-4: Participate in Identified Roadway Improvements. To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.15-4. Note that no mitigation measures are required for the No Project Alternative because, as described above, no direct or indirect impacts would occur. The project applicant(s) shall participate in the necessary improvements identified in all of the following mitigation measures. The project’s fair-share participation and the associated timing of the improvements shall be identified in the project conditions of approval and in the mitigation monitoring and reporting program for the project or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4a: Participate in Improvements to the SR 16/Excelsior Road Intersection (Intersection 1). To ensure that the SR 16/Excelsior Road intersection operates at an acceptable LOS E or better, the following improvements should be made to the intersection: ▶ Configure the northbound approach with one left-turn lane, two through lanes, and one right-turn lane. ▶ Configure the southbound approach with one left-turn lane, two through lanes, and one right-turn lane. ▶ Configure the eastbound approach with one left-turn lane, two through lanes, and one right-turn lane. ▶ Configure the westbound approach with two left-turn lanes, two through lanes, and one right-turn lane. Improvements to the SR 16/Excelsior Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/ Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Improvements to this intersection must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4b: Participate in Improvements to the SR 16/Eagles Nest Road Intersection (Intersection 2). To ensure that the SR 16/Eagles Nest Road intersection operates at an acceptable LOS E or better, one of the two following configurations should be implemented: ► Configure the northbound and southbound approaches with one left-turn lane, two through lanes, and one right-turn lane; or ► Configure the westbound and eastbound approaches with two left-turn lanes, two through lanes, and one right-turn lane. Improvements to the SR 16/Eagles Nest Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/ Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Improvements to this intersection must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4c: Participate in Improvements to the SR 16/Sunrise Boulevard Intersection (Intersection 3). To ensure that the SR 16/Sunrise Boulevard intersection operates at an acceptable LOS D or better, an additional eastbound and westbound through lane and a second eastbound left-turn lane must be added. Improvements to the SR 16/Sunrise Boulevard intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4d: Participate in Improvements to the Grant Line Road/SR16 Intersection (Intersection 4). To ensure that the Grant Line Road/SR16 intersection operates at an acceptable LOS D or better, all of the following improvements are required: ► The northbound approach must be reconfigured to consist of one left-turn lane, three through lanes, and one right-turn lane. ► The southbound approach must be reconfigured to consist of one left-turn lane, three through lanes, and one right-turn lane. ► The eastbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and a shared through/right-turn lane. ► The westbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane. ► These improvements would require widening of SR 16 and Grant Line Road 1,000 feet on all sides of the intersection. Improvements to the SR 16/Grant Line Road intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection; with them, this intersection would operate at an acceptable LOS. Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4e: Participate in Improvements to the Florin Road/Sunrise Boulevard Intersection (Intersection 5). To ensure that the Florin Road/Sunrise Boulevard intersection operates at an acceptable LOS E or better, all of the following improvement is required: ► Optimize signal timing and phasing. Implementation of the improvements described above would assist in reducing traffic impacts on this intersection. Improvements to this intersection must be coordinated with the County, and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4f: Participate in Improvements to the Sunrise Boulevard/Grant Line Road Intersection (Intersection 6). To ensure that the Sunrise Boulevard/Grant Line Road intersection operates at an acceptable LOS, the following improvements must be implemented: ► Add an additional southbound right-turn lane. ► Convert the northbound approach to consist of one left-turn lane and one shared through-right lane. ► Provide protected phasing for the northbound and southbound left-turns. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

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Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4g: Participate in Improvements to the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7). To ensure that the Grant Line Road/Kiefer Boulevard intersection operates at an acceptable LOS D or better, the eastbound and westbound approaches must consist of one left-turn lane, one through lane, and one right-turn lane. Improvements to this intersection must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4h: Participate in Improvements to the Sunrise Boulevard/Douglas Road Intersection (Intersection 9). To improve LOS at the Sunrise Boulevard/Douglas Road intersection, all approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and one right-turn lane. However, even with these improvements, this intersection would continue to operate at an unacceptable LOS. For this intersection to operate at an acceptable LOS, additional roadway connectivity is required. To achieve this connectivity, the Kiefer Boulevard Extension between Rancho Cordova and Sacramento must be implemented. Additional intersection improvements could be implemented consistent with the City’s Circulation Element/Plan, including partial grade separation of the intersection and/or aggressive at-grade treatments such as triple left-turn lanes, enhanced-capacity right-turn treatments, or conversion into a continuous-flow intersection. Improvements to this intersection are contained within the Sunridge Specific Plan Public Financing Plan, but this public financing plan would not be able to fund all of the improvements described above. These intersection improvements must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4i: Participate in Improvements to the Mather Field Road/U.S. 50 Eastbound Ramps Intersection (Intersection 12). To ensure that the Mather Field Road/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be made: ▶ Convert the eastbound right-turn into a “free” right-turn. This will require a receiving lane south of the intersection extending at least 1000 feet. ▶ Add a southbound through lane Improvements to this intersection are identified in the City’s Circulation Element/Plan and included in the City’s CIP, and must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4j: Participate in Improvements at the Mather Field Road/International Drive Intersection (Intersection 13). To ensure that the Mather Field Road/International Drive intersection operates at an acceptable LOS D or better, the following improvements must be made: ▶ Convert the westbound approach to consist of three through lanes and three left-turn lanes. ▶ Convert the north bound right-turn lane into a “free” right-turn. This would require a receiving lane east of the intersection extending at least 1,000 feet. Because the required configuration would demand an excessive right-of-way take, alternative mitigations may be considered. Additional roadway connectivity in the area, through measures such as implementation of the Kiefer Boulevard Extension to Sacramento, extension of Routier Road to the south, completion of the International Drive–Old Placerville Road connection, and construction of the potential tunnel under Mather Field, has the potential to shift traffic volumes to reduce traffic impacts at the intersection. These additional roadway connectivity measures are identified in the City’s Circulation Element/Plan and included in the City’s CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operations. Improvements to this intersection must be coordinated with the County and other regulatory agencies because of the proximity of some of these improvements to Mather Field.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4k: Participate in Improvements to the Zinfandel Drive/International Drive Intersection (Intersection 14). Improvements must be made to improve LOS at the Zinfandel Drive/International Drive intersection. Specifically, all approaches should be reconfigured to provide three left-turn, four through, and one right-turn lane. Additionally, capacity enhancements are needed for the right-turn movements. These improvements would reduce the cumulative impact caused by the proposed project and alternatives under consideration by providing acceptable LOS. However, widening International Drive and Zinfandel Drive to four through lanes is inconsistent with the City’s Circulation Element/Plan because City policy identifies a maximum roadway cross-section of six lanes or fewer.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, County Department of Transportation, and Federal Aviation Administration.	

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Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
To be consistent with the City’s Circulation Element/Plan, aggressive at-grade improvements are required, such as partial grade separation, capacity-enhancing right-turn treatments on all approaches, or implementation of a continuous-flow intersection. Additionally, improved roadway connectivity, such as the extension of Kiefer Boulevard, International Drive–Old Placerville Road connection, and/or construction of the tunnel under Mather Field would shift traffic volumes and reduce traffic at the intersection. The additional roadway connections described above and aggressive at-grade intersection treatments are identified in the City’s Circulation Element/Plan and included in the City’s CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operations. Improvements to this intersection must be coordinated with the County and other regulatory agencies because of the proximity of some of these improvements to Mather Field (such as the FAA).				
Mitigation Measure 3.15-4l: Participate in Improvements to the Zinfandel Drive/White Rock Road Intersection (Intersection 15). Improvements must be made to improve LOS at the Zinfandel Drive/White Rock Road intersection. Specifically, all approaches should be reconfigured to provide three left-turn, four through, and one right-turn lane. Additionally, capacity enhancements are needed for the right-turn movements. Improvements to the Zinfandel Drive/White Rock Road intersection are identified in the City’s Circulation Element/Plan and included in the City’s CIP. Implementation of the identified improvements would assist in reducing traffic impacts on this intersection by providing acceptable LOS. However, these improvements include widening the facility by more than six lanes, which is inconsistent with the City General Plan. Alternatively, partial grade separation could be implemented consistent with the City’s Circulation Element/Plan and CIP; however, aggressive at-grade treatments such as partial grade separation have not been designed, and they could have geometric and/or environmental constraints that may make the treatments infeasible.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4m: Participate in Improvements to the Zinfandel Drive/U.S. 50 Eastbound Ramps Intersection (Intersection 16). To ensure that the Zinfandel Drive/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements are required: ► Configure the northbound approach to consist of four through lanes and a shared through/right-turn lane. ► Configure the eastbound approach to consist of two left-turn lanes, two through lanes, and a free right-turn lane. ► Configure the westbound approach to consist of three right-turn lanes on the westbound approach. Improvements to this intersection are identified in the City’s Circulation Element/Plan and included in the City’s CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operation. Intersection improvements must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4n: Participate in Improvements to the Sunrise Boulevard/White Rock Road Intersection (Intersection 18). To ensure that the Sunrise Boulevard/White Rock Road intersection operates at an acceptable LOS, grade separation must be implemented at this intersection. Some funding for intersection improvements to this intersection is identified in the Mather Field Specific Plan Public Financing Plan (Zinfandel Drive Extension), and in the City’s Circulation Element/Plan, and included in the City’s CIP. However, the grade separation treatment was not identified as a Tier 1 improvement nor has it been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. No other feasible improvements are available at this intersection to ensure that it operates at an acceptable level.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4o: Participate in Improvements to the Sunrise Boulevard/Folsom Boulevard Intersection (Intersection 19). To ensure that the Sunrise Boulevard/Sunrise Boulevard intersection operates at an acceptable LOS, grade separation must be implemented at this intersection. Some funding for intersection improvements to this intersection is identified in the City’s Circulation Element/Plan and included in the City’s CIP. However, the grade separation treatment was not identified as a Tier 1 improvement nor has it been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. No other feasible improvements are available at this intersection to ensure that it operates at an acceptable level. Additionally, grade separation may be infeasible because of geometric constraints at this intersection caused by the grade-separated LRT tracks. These improvements must be coordinated with Sacramento RT.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4p: Participate in Improvements to the Sunrise Boulevard/U.S. 50 Westbound Ramps Intersection (Intersection 20). To ensure that the Sunrise Boulevard/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be implemented: ▶ Add a fourth southbound through lane; this would require widening of the freeway overpass. ▶ Convert the eastbound right-turn lanes to a “free” right-turn with an adequate receiving lane on Sunrise Boulevard. Improvements to this intersection must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4q: Participate in Improvements to the Sunrise Boulevard/U.S. 50 Westbound Ramps Intersection (Intersection 21). To ensure that the Sunrise Boulevard/U.S. 50 westbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be implemented: ▶ Add a fourth southbound through lane; this would require widening of the freeway overpass. ▶ Convert the westbound right-turn lanes to a “free” right-turn with an adequate receiving lane on Sunrise Boulevard. Improvements to this intersection must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4r: Participate in Improvements to the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required. This improvement is consistent with the City’s Circulation Element/Plan and associated CIP; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department	
Mitigation Measure 3.15-4s: Participate in Improvements to the Hazel Avenue/Folsom Boulevard Intersection (Intersection 23). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required. This improvement is consistent with the City’s Circulation Element/Plan; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible. Improvements to this intersection must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4t: Participate in Improvements to the Hazel Avenue/U.S. 50 Eastbound Ramps Intersection (Intersection 24). To ensure that the Hazel Avenue/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D, a fourth through lane must be added to the southbound approach; this would require widening of the freeway overpass. Improvements to this interchange must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4u: Participate in Improvements to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25). Substantial improvements must be made to ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable level. Specifically, the following improvements should be made: ▶ The northbound approach should be reconfigured to consist of four through lanes and a free right-turn lane (this would require prohibiting northbound left turns to Tributary Point Drive). ▶ The southbound approach should be reconfigured to consist of four through lanes and a right-turn lane. ▶ The eastbound approach should be reconfigured to consist of one free right-turn lane. ▶ The westbound approach should be reconfigured to consist of one left-turn lane, two through lanes, and one free right-turn lane. However, these improvements would prohibit northbound access to development west of the intersection and may be deemed infeasible if that access must be maintained. In addition, the displaced trips from the restricted movement would degrade operations at the Gold Country Boulevard/Hazel Avenue intersection. Improvements to this intersection must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4v: Participate in Improvements to the Hazel Avenue/Gold Country Boulevard Intersection (Intersection 26). Due to the excessive northbound and southbound through movement traffic demand, to ensure that the Hazel Avenue/Gold Country Boulevard intersection operates at an acceptable LOS, the intersection requires grade separation. However, there are significant geographic constraints associated with Hazel Avenue, primarily because of the existing bridge crossing of the American River just north of this intersection. Additionally, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible. Improvements to this intersection must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4w: Participate in Improvements to the Grant Line Road/White Rock Road Intersection (Intersection 27). To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable level, all of the following improvements are required: ▶ The northbound approach must be reconfigured to consist of one left-turn lane and three through lanes. ▶ The westbound approach must be reconfigured to consist of three through lanes and three left-turn lanes. ▶ The eastbound approach must be reconfigured to consist of four through lanes and one right-turn lane; this would require widening of White Rock Road east of the intersection for at least 1,000 feet. An alternative to these improvements is partial grade separation of the intersection as identified in the City’s Circulation Element/Plan; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible. Also, additional connectivity, such as the improvements to the White Rock Road corridor and construction of Easton Valley Parkway from Rancho Cordova Parkway to the Silva Valley interchange. Improvements to this intersection must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4x: Participate in Improvements to the Kilgore Road/White Rock Road Intersection (Intersection 28. To ensure acceptable operations at the Kilgore Road/White Rock Road intersection, the following improvements must be implemented: ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane. The westbound approach must be reconfigured to consist of three left-turn lanes, two through lanes, and one right-turn lane; this would require three receiving lanes south of the intersection.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4y: Participate in Improvements to the Zinfandel Drive/Eagles Nest Road/Douglas Road Intersection (Intersection 29). To ensure that the Zinfandel Drive/Eagles Nest Road/Douglas Road intersection operates at an acceptable level, all of the following improvements are required: ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane. ▶ The westbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one “free” right-turn lane. Improvements to this intersection must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4z: Participate in Improvements to the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30). To ensure that the Sunrise Boulevard/Kiefer Boulevard intersection operates at an acceptable LOS D or better, the following improvements are required: The eastbound and westbound right-turn movements require additional capacity treatment, such as overlap phasing. This requires u-turn movements to be prohibited on the northbound and southbound approaches.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department	
Mitigation Measure 3.15-4aa: Participate in Improvements to the Rancho Cordova Parkway/U.S. 50 Westbound Ramps Intersection (Intersection 31). To ensure that the Rancho Cordova Parkway/U.S. 50 westbound ramps intersection operates at an acceptable LOS, all of the following improvements are required: ▶ The westbound approach must be reconfigured to consist of one shared through/left-turn lane and two left-turn lanes. This improvement would require widening of the southbound freeway over-crossing to three lanes. Improvements to this intersection must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4bb: Participate in Improvements to the Rancho Cordova Parkway/U.S. 50 Eastbound Ramps Intersection (Intersection 32). To ensure that the Rancho Cordova Parkway/U.S. 50 eastbound ramps intersection operates at an acceptable LOS, all of the following improvements are required: ▶ The eastbound approach must be reconfigured to consist of one shared through/left-turn lane and two left-turn lanes. This improvement would require widening of the freeway off-ramp to three lanes. Improvements to this intersection must be coordinated with Caltrans.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4cc: Participate in Improvements to the Rancho Cordova Parkway/Easton Valley Parkway Intersection (Intersection 33). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required. This improvement is consistent with the City’s Circulation Element/Plan and associated CIP; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department	
Mitigation Measure 3.15-4dd: Participate in Improvements to the Rancho Cordova Parkway/White Rock Road Intersection (Intersection 34). To improve operations at the Rancho Cordova Parkway/White Rock Road intersection, the intersection must be reconfigured to the following: ▶ Two left-turn lanes, four through lanes, and one right-turn lane on all approaches. ▶ A free right-turn lane on the southbound approach. However, these improvements are inconsistent with the City General Plan. Alternatively, aggressive at-grade improvements (such as implementation of a continuous-flow intersection) or partial grade separation are required, consistent with the City’s Circulation Element/Plan and associated CIP, could be implemented.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department	
Mitigation Measure 3.15-4ee: Participate in Improvements to the White Rock Road/Americanos Boulevard Intersection (Intersection 35). To ensure that the White Rock Road/Americanos Boulevard intersection operates at an acceptable LOS during the A.M. peak traffic hour, the northbound and southbound approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and an exclusive right-turn lane. Improvements to this intersection must be coordinated with the County and Aerojet General Corporation (Aerojet).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, County Department of Transportation, and Aerojet.	
Mitigation Measure 3.15-4ff: Participate in Improvements to the Douglas Road/Jaeger Road Intersection (Intersection 36). To ensure acceptable operations at the Rancho Cordova Parkway/Douglas Road intersection, optimize signal timing and phasing and provide additional capacity treatment to the eastbound right-turn, such as an overlap phase.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4gg: Participate in Improvements to the Americanos Boulevard/Douglas Road Intersection (Intersection 37). To ensure acceptable operations at the Americanos Boulevard/Douglas Road intersection, optimize signal timing and phasing.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4hh: Participate in Improvements to the Sunrise Boulevard/Chrysanthy Boulevard Intersection (Intersection 38). To ensure that the Chrysanthy Boulevard/Sunrise Boulevard intersection operates at an acceptable LOS, a second westbound right-turn lane is needed.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4ii: Participate in Improvements to the Rancho Cordova Parkway/Chrysanthy Boulevard Intersection (Intersection 39). To ensure acceptable operations at the Rancho Cordova Parkway/Chrysanthy Boulevard intersection, optimize signal timing and phasing.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4jj: Participate in Improvements to the Americanos Boulevard /Chrysanthy Boulevard Intersection (Intersection 40). To ensure acceptable operations at the Americanos Boulevard/Chrysanthy Boulevard intersection, optimize signal timing and phasing.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4kk: Participate in Improvements to the Rancho Cordova Parkway/Kiefer Boulevard Intersection (Intersection 41). To ensure that the Rancho Cordova Parkway/Kiefer Boulevard intersection operates at an acceptable LOS, the signal timing of the intersection needs to be adjusted appropriately to the new balance of traffic with the project.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4ll: Participate in Improvements to the Sunrise Boulevard/International Drive Intersection (Intersection 42). To improve LOS at the Sunrise Boulevard/International Drive intersection, the intersection must be reconfigured to consist of three left-turn lanes, three through lanes, and two right-turn lanes. However, even with these improvements, this intersection would operate at an unacceptable LOS. To further improve operations and to fully reduce the impact, aggressive at-grade improvements (such as implementation of a continuous-flow intersection) or partial grade separation is required, consistent with the City’s Circulation Element/Plan and associated CIP.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.		
Mitigation Measure 3.15-4mm: Participate in Improvements to State Route 16 between Excelsior Road to Eagles Nest Road (Roadway Segment 1). Improvements must be made to ensure that SR 16 operates at an acceptable LOS between Excelsior Road and Eagles Nest Road; specifically, this roadway segment should be widened to four lanes. Improvements beyond this mitigation are identified in the City’s Circulation Element; specifically, SR 16 is identified as a six-lane expressway, however full funding of this improvement has not been identified. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4nn: Participate in Improvements to State Route 16 between Sunrise Boulevard and Grant Line Road (Roadway Segment 2). Improvements must be made to ensure that SR 16 operates at an acceptable LOS between Sunrise Boulevard and Grant Line Road; specifically, this roadway segment should be widened to four lanes. Improvements beyond this mitigation are identified in the City’s Circulation Element; specifically, SR 16 is identified as a six-lane expressway, however full funding of this improvement has not been identified. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	
Mitigation Measure 3.15-4oo: Participate in Improvements to Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17). Improvements must be made to Sunrise Boulevard between Gold Country Boulevard and Coloma Road to improve operations; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as California Public Utilities Commission, Department of Fish and Wildlife, U.S. Army Corps of Engineers, Caltrans, etc.)	
Mitigation Measure 3.15-4pp: Participate in Improvements to Sunrise Boulevard between Coloma Road and U.S. 50 Westbound Ramps (Roadway Segment 18). Improvements must be made to improve operations on Sunrise Boulevard between Coloma Road and U.S. 50 westbound ramps; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the Rio del Oro project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as California Public Utilities Commission, Department of Fish and Wildlife, U.S. Army Corps of Engineers, Caltrans, etc.)	
Mitigation Measure 3.15-4qq: Participate in Improvements to Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard (Roadway Segment 19). Improvements must be made to Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard to improve operations; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as California Public Utilities Commission, Department of Fish and Wildlife, U.S. Army Corps of Engineers, Caltrans, etc.)	
Mitigation Measure 3.15-4rr: Participate in Improvements to Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20). Improvements must be made to ensure that Sunrise Boulevard operates at an acceptable LOS between Folsom Boulevard and White Rock Road; specifically, this roadway segment should be widened to eight lanes. With implementation of this identified improvement, this segment would operate at an acceptable LOS, but the improvement is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4ss: Participate in Improvements to Grant Line Road between White Rock Road and Douglas Road (Roadway Segment 24). Improvements must be made to ensure that Grant Line Road operates at an acceptable LOS between White Rock Road and Douglas Road; specifically, this roadway segment should be widened to six lanes. This mitigation is consistent with the City’s Circulation Element, which identifies Grantline Road as a six-lane roadway. However, full funding of this improvement has not been identified. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4tt: Participate in Improvements to Grant Line Road between Douglas Road and State Route 16 (Roadway Segment 25). To ensure that Grant Line Road operates at an acceptable LOS D or better between Douglas Road and SR 16, this roadway segment should be widened to six lanes. The identified improvement falls partially under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and Sacramento County.	
Mitigation Measure 3.15-4uu: Participate in Improvements to Douglas Road between Sunrise Boulevard and Rancho Cordova Parkway (Roadway Segment 27). To ensure that Douglas Road operates at an acceptable LOS D or better between Sunrise Boulevard and Rancho Cordova Parkway, this roadway segment should be widened to six lanes.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	
Mitigation Measure 3.15-4vv: Participate in Improvements to Sunrise Boulevard between Douglas Road and Chrysanthy Boulevard (Roadway Segment 38). Improvements must be made to ensure that Sunrise Boulevard operates at an acceptable LOS D or better between Douglas Road and Chrysanthy Boulevard; specifically, this roadway segment should be widened to eight lanes. With implementation of this improvement, this segment would operate at an acceptable LOS; however, the improvement is inconsistent with the City’s Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes or fewer. An alternative to this improvement is additional connectivity, such as the extensions of Chrysanthy Boulevard to Kiefer Boulevard, Jaeger Road to Grant Line Road, and Kiefer Boulevard to Sacramento. Improvements to this roadway segment must be coordinated with the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department and County Department of Transportation.	
Mitigation Measure 3.15-4ww: Participate in Improvements to Rancho Cordova Parkway between Douglas Road and Chrysanthy Boulevard (Roadway Segment 43). To ensure that Rancho Cordova Parkway operates at an acceptable LOS D or better between Douglas Road and Chrysanthy Boulevard, this roadway segment must be widened to six lanes.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department	
Mitigation Measure 3.15-4xx: Participate in Improvements to Rancho Cordova Parkway between Chrysanthy Boulevard and Kiefer Boulevard (Roadway Segment 44). To ensure that Rancho Cordova Parkway operates at an acceptable LOS D or better between Chrysanthy Boulevard and Kiefer Boulevard, this roadway segment must implement high access control or be widened to six lanes.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department.	

Table 1 Mitigation Monitoring and Reporting Plan for the SunCreek Specific Plan Project				
Mitigation Measure	Timing	Implementation	Enforcement	Dated Signature for Verification of Compliance
Mitigation Measure 3.15-4yy: Participate in Improvements to U.S. 50 Merge, Diverge, and Weave Segments. To ensure that project impacts to U.S. 50 merge, diverge, or weave areas are minimized, the following improvements to the U.S. 50 corridor are required: ▶ Ramp metering must be added on the Mather Field Road and Zinfandel Drive eastbound on-ramps ▶ An auxiliary lane must be constructed west of Mather Field Road in the eastbound direction. ▶ Traffic-signal timing at freeway interchanges must be coordinated with adjacent City intersections to minimize impacts of vehicle queue spillback onto U.S. 50. ▶ Parallel facilities to U.S. 50 must be constructed, including improvements to SR 16, extension of International Drive into and through the SPA, extension of Kiefer Boulevard, construction of Easton Valley Parkway, and connectivity of International Drive to Old Placerville Road. ▶ HOV enhancements to existing interchanges must be provided, such as bypass lanes at existing metered on-ramps. Improvements to these merge, diverge, and weave areas must be coordinated with Caltrans and the County.	As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.	Project Applicants.	City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.	

CEQA FINDINGS OF FACT

and

**STATEMENT OF OVERRIDING
CONSIDERATIONS**

**OF THE CITY COUNCIL OF
THE CITY OF RANCHO CORDOVA**

for the

SUNCREEK SPECIFIC PLAN PROJECT

November 2013

I. INTRODUCTION

The City of Rancho Cordova (“City”), as lead agency under the California Environmental Quality Act [CEQA], and the U.S. Army Corps of Engineers (USACE), Sacramento District, as federal lead agency under the National Environmental Policy Act [NEPA], prepared a joint Environmental Impact Report/Environmental Impact Statement (“EIR/EIS”) for the SunCreek Specific Plan Project (“Project”). The EIR/EIS is a joint document intended to comply with both CEQA and NEPA. (See California Code of Regulations (CCR), Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Section 15222 (“Preparation of Joint Documents”); and Code of Federal Regulations (CFR), Title 40, Sections 1502.25, 1506.2, and 1506.4 (authority for combining federal and state environmental documents). See also 33 CFR Part 230 (USACE NEPA regulations) and 33 CFR Part 325, Appendix B (“NEPA Implementation Procedures for the [USACE] Regulatory Program”) In its entirety, the EIR/EIS consists of the October 2012 Draft EIR/EIS (“Draft EIR/EIS” or “DEIR/DEIS”) and the October 2013 Final EIR/EIS (“FEIR/FEIS”) (State Clearinghouse No. 2003122057); all of these documents are collectively referred to herein as the “Final EIR.”

As described in the Final EIR/EIS, the SunCreek Specific Plan Project is a plan for a mixed-use development supporting a combination of employment-generating uses, retail, and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova. The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; stormwater detention basins; approximately 333 acres of wetland preserve and buffers; and major and minor roads with landscaping. Several off-site infrastructure facilities (road widening and extensions, electrical substations and transmission lines, water supply pipelines, a natural gas pipeline, and wastewater interceptors) are proposed to serve project development.

These findings, as well as the accompanying statement of overriding considerations in section XI *infra*, have been prepared in accordance with CEQA (Pub. Resources Code, § 21000 et seq.) and its implementing guidelines (“CEQA Guidelines”) (Cal. Code Regs., tit. 14, § 15000 et seq.).

II. ACRONYMS AND ABBREVIATIONS

Like the EIR itself, these findings use a number of acronyms. To make the findings easier to follow, key acronyms are defined at the very end of this document, starting on page 36. Although the findings define most such acronyms the first time they are introduced, readers are nevertheless encouraged to consult this listing of acronyms as a means of refreshing their memories as acronyms are used later in the findings.

III.

PROJECT DESCRIPTION

A. LOCATION

The Project site is located in eastern Sacramento County, south of U.S. Highway 50 (U.S. 50), in the City of Rancho Cordova (See DEIR/DEIS Exhibits 2-1 and 2-2). The property is located south of Douglas Road, north of Jackson Highway (i.e., State Route 16), west of Grant Line Road, and east of Sunrise Boulevard (DEIR/DEIS P. 2-4).

B. OVERVIEW

The SunCreek Specific Plan provides a blueprint for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses. The Specific Plan includes approximately 1,265 acre of land located in the City of Rancho Cordova. Proposed uses include 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; elementary schools and a combined middle/high school on 111 acres; 74 acres of parks and neighborhood greens; and, approximately 316 acres of wetland preserve, detention basins and buffers. (DEIR/DEIS, pp. 2-13 through 2-74.)

The project applicants are Sierra Sunrise, Shalako, Investek, Luxori, Smith/Dunmore, and Grantline 220.

C. PROJECT OBJECTIVES

As set forth in the EIR/EIS, the main Project objectives for the proposed Project are:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Provide a mixed-use and mixed-density residential housing development within the City of Rancho Cordova.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide a mix of housing types within the SPA to diversify the City of Rancho Cordova’s housing stock.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Provide an appropriate site for a high school and middle school that would serve the SPA and surrounding neighborhoods.
- Provide an appropriate site for a community park that would serve the SPA and surrounding neighborhoods.

- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries.
- Contribute to the planned Regional Preserve with development that is consistent with the September 2004 Conceptual Level Strategy for the conservation of wetlands within the Sunrise Douglas Community Plan area.
- Generate positive fiscal impacts for the City through development within the SPA.

(DEIR/DEIS, p. 1-9)

Based on its own review of the EIR/EIS and other information and testimony received in connection with the Project, the City Council finds these objectives to be acceptable and persuasive from a public policy standpoint, particularly in light of the City's interest in the orderly development of lands within its planning boundaries and the fiscal benefits to the City associated with the Project. In choosing to approve the Project, the City seeks to further these objectives, and accords them weight in considering the feasibility of alternatives set forth in the EIR, and in invoking overriding considerations in approving the Project (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

D. DISCRETIONARY APPROVALS

Project approval requires the City, as lead agency, as well as certain "responsible agencies," to take discrete planning and regulatory actions to approve the overall Project. In addition to certifying the Final EIR/EIS and adopting these Findings and the associated Statement of Overriding Considerations and Mitigation Monitoring Plan (CEQA requirements), the City itself must take certain discretionary actions. Described below are the discretionary actions necessary to fully carry out the Project. The project applicant(s) are seeking approval of various discretionary approvals in support of the Project. The applicant(s) are requesting the following entitlements from the City for the Project:

- ▶ Certification of the EIR/EIS and Mitigation Monitoring and Reporting Program (MMRP),
- ▶ Approval of general plan amendments,
- ▶ Zoning of the SPA for the participating land owners,
- ▶ Adoption of the SunCreek Specific Plan,
- ▶ Adoption of a Public Facilities Financing Plan,
- ▶ Adoption of a Public Facilities Infrastructure/Phasing Plan,
- ▶ Approval of an affordable housing plan,
- ▶ Approval of development agreements between the City and the project applicants for the participating land owners, and
- ▶ Approval of large-lot tentative maps for the participating land owners.

The project applicants are requesting these approvals to accommodate proposed development on lands they control (i.e., lands owned). It is anticipated that the City will also rely on the EIR/EIS for approval of other future discretionary entitlements and permits (e.g., small-lot tentative subdivision maps, design review approvals, use permits).

The applicants are also requesting one or more of the following federal permits and authorizations:

- ▶ Department of the Army permit under Section 404 of the CWA for discharges of dredge or fill material into waters of the U.S., and
- ▶ ESA Section 7 consultation leading to issuance of a Biological Opinion and possible incidental take statement under the Federal ESA for potential take of endangered or threatened species.

(FEIR/FEIS, pp. 1-5 to 1-6)

Other Project approvals and associated entitlements that must be granted by responsible agencies include or may include the following:

FEDERAL ACTIONS/PERMITS

- ***U.S. Army Corps of Engineers:*** Department of the Army permit under Section 404 of the CWA for discharges of dredge or fill material into waters of the U.S.; Consultation for impacts on cultural resources pursuant to Section 106 of the National Historic Preservation Act (NHPA). Consultation for impacts on Federally listed species pursuant to Section 7 of the ESA.
- ***U.S. Environmental Protection Agency:*** reviewing the EIS, filing, and noticing; concurrence with Section 404 Clean Water Act permit.
- ***U.S. Fish and Wildlife Service:*** Federal Endangered Species Act consultation and issuance of incidental-take authorization for the take of federally-listed endangered and threatened species.

STATE ACTIONS/PERMITS

- ***California Department of Education:*** approval of new school sites for which state funding is sought.
- ***California Department of Fish and Wildlife, Sacramento Valley—Central Sierra Region:*** potential California Endangered Species Act consultation and issuance of take authorization (California Fish and Game Code Section 2081), streambed alteration agreement (California Fish and Game Code Section 1602), and protection of raptors (California Fish and Game Code Section 3503.5).
- ***Central Valley Regional Water Quality Control Board (Region 5):*** National Pollutant Discharge Elimination System (NPDES) construction stormwater permit (Notice of Intent to proceed under General Construction Permit) for disturbance of more than 1 acre, discharge permit for stormwater, general order for dewatering, and Section 401 Clean Water Act certification or waste discharge requirements.

- ***Section 106 of the National Historic Preservation Act:*** Memorandum of Understanding for Section 106 compliance with the NHPA.

REGIONAL AND LOCAL ACTIONS/PERMITS

- ***Sacramento Metropolitan Air Quality Management District:*** authority to construct (for devices that emit air pollutants), health risk assessment, and Air Quality Management Plan consistency determination.
- ***Sacramento County Water Agency and Zone 41:*** approval for water supply.

(DEIR/DEIS, pp. 1-13 through 1-14)

IV. ENVIRONMENTAL REVIEW PROCESS

Pursuant to CEQA, NEPA, and the State CEQA Guidelines, the discussion of potential effects on the environment in the EIR/EIS is focused on those impacts that the City and USACE have determined may be potentially significant.

In accordance with section 15082 of the CEQA Guidelines, on July 14, 2006, the City issued a notice of preparation (NOP) (DEIR/DEIS, Appendix B) to inform agencies and the general public that a joint EIR/EIS was being prepared, and invited comments on the scope and content of the document and participation at a public scoping meeting. The NOP concluded that the Project may have significant impacts related to air quality, biological resources, cultural and paleontological resources, hazards and hazardous materials, hydrology/water quality, noise, public services, and utilities. The NOP was published in the State Clearinghouse and was mailed to agencies and members of the public. It was also posted on the City's website. The NOP was circulated for 30 days as mandated by CEQA. The public comment period for the NOP closed on August 14, 2006 (DEIR/DEIS, p. 1-11).

On July 13, 2006, USACE issued a notice of intent (NOI) (DEIR/DEIS, Appendix B) to inform agencies and the general public that a joint EIR/EIS was being prepared and invited comments on the scope and content of the document. The NOI was published in the Federal Register, Vol. 71, No. 134, on July 13, 2006. The NOI was also posted on the City's website. There is no mandated time limit to receive written comments in response to the NOI under NEPA (DEIR/DEIS, p. 1-11).

The City and USACE jointly held one public scoping meeting to solicit input from the community and public agencies to be considered in project design, alternatives selection, and on the scope and content of the EIR/EIS. The meeting was held on July 26, 2006 at the City of Rancho Cordova City Hall in Rancho Cordova, California. Appendix B of the DEIR/DEIS contains copies of the comments that were received on the NOP and NOI (DEIR/DEIS, p. 1-11).

This DEIR/DEIS included an evaluation of 17 environmental issue areas and other NEPA- and CEQA-mandated issues (e.g., cumulative impacts, growth-inducing impacts). The 17 environmental issue areas are as follows:

- Aesthetics
- Air Quality
- Biological Resources
- Climate Change
- Cultural Resources
- Environmental Justice
- Geology, Soils, and Mineral Resources
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Agricultural Resources
- Noise
- Parks and Recreation
- Population, Employment, and Housing (socioeconomics under NEPA)
- Public Services
- Traffic and Transportation
- Utilities and Service Systems
- Water Supply

(DEIR/DEIS, pp. 1-11 to 1-12)

The City and USACE released the DEIR/DEIS on October 5, 2012 for public review and comment. The comment period closed on November 15, 2012. This period satisfied the requirement for a 45-day public review period as set forth in Section 15105 of the CEQA Guidelines. Consistent with Section 15202 of the CEQA Guidelines, the City conducted a meeting to receive public input on the DEIR/DEIS at Rancho Cordova City Hall on October 23, 2012, at which time agencies and the public were given the opportunity to provide oral comments on the EIR/EIS (FEIR/FEIS, p. 1-1). An extension of time to February 4, 2013 was granted by the City to Sacramento County to provide CEQA comments on the DEIR.

The Project's Final EIR/EIS was issued in November 2013. On November 18, 2013, the City Council held a public hearing to consider the Final EIR/EIS and entitlements for the Project. The City Council considered certification of the Final EIR and adoption of CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

V. **RECORD OF PROCEEDINGS**

In accordance with Public Resources Code section 21167.6, subdivision (e), the record of proceedings for the City's decision on the Project includes the following documents:

- The NOP and all other public notices issued by the City in conjunction with the Project;
- All comments submitted by agencies or members of the public during the comment period on the NOP;

- The DEIR/DEIS for the Project (October 2012) and all appendices;
- All comments submitted by agencies or members of the public during the comment period on the DEIR/DEIS;
- The Final EIR/EIS for the Project, including comments received on the DEIR/DEIS, the responses to those comments, clarifications and minor corrections to information presented in the Draft EIR/EIS, and appendices;
- Documents cited or referenced in the DEIR/DEIS and Final EIR/EIS;
- The mitigation monitoring and reporting program for the Project;
- All findings and resolutions adopted by the City Council in connection with the Project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;
- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the City Council public hearing on November 18, 2013;
- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
- The City of Rancho Cordova General Plan and all environmental documents prepared in connection with the adoption of the General Plan;
- The City of Rancho Cordova Zoning Code and all other City Code provisions cited in materials prepared by or submitted to the City;
- Any and all resolutions and ordinances adopted by the City regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances;
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these findings, in addition to those cited above; and

- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the City of Rancho Cordova Planning Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670. The custodian of these documents is Bret Sampson, City of Rancho Cordova Planning Department.

VI. **CONSISTENCY WITH APPLICABLE PLANS**

The City evaluated the Project to determine whether it is consistent with applicable plans, policies, and regulations. The relevant plans, policies, and regulations are summarized below.

CITY OF RANCHO CORDOVA GENERAL PLAN

The land use planning and zoning authority of local jurisdictions in California is set forth in the state's planning laws. The Project site is under the planning jurisdiction of the City of Rancho Cordova. Rancho Cordova officially became a city under the laws of the State of California on July 1, 2003. Upon incorporation, the City adopted applicable portions of the County's general plan and zoning ordinance, as well as applicable community and specific plans, and zoning designations in areas within the newly incorporated city. On June 26, 2006, the City Council adopted the City General Plan. Planning Areas (areas that are described in the City General Plan Land Use Element and designated in the Land Use Map) were included to describe expected future development in undeveloped areas of the City. Detailed planning efforts (e.g., specific plans or similar planning tools) would be required for implementation of the Planning Areas. The Project site is identified in the City General Plan Land Use Element as part of the SunCreek/Preserve Planning Area (SPA). As shown in Exhibit 3.10-3 of the DEIR/DEIS, the City's Conceptual Land Plan for the SPA consists of the following land use designations: Public/Quasi-Public (P/QP), Park & Open Space (P/OS), Natural Resources (NR), Residential-Mixed Density (R-MD), and Commercial Mixed Use (CMU). Table 3.10-1 provides the existing Conceptual Land Plan definitions, compatible uses, and zoning as defined by the City General Plan for the SPA. Table 3.10-2 presents the proposed SunCreek Specific Plan land use designations and zoning. The project would require a General Plan Amendment to implement the proposed approximately 60-acre Local Town Center. No general plan policy changes are proposed for the Project. With the proposed General Plan Amendment, the proposed SunCreek Specific Plan project (including land use and zoning designations) is consistent with the City General Plan and zoning designations.

Goals and policies from the City General Plan relating to land use that the City has found to be applicable to the proposed Project and alternatives under consideration are provided in DEIR/DEIS Appendix K. An analysis of the Project's consistency with applicable General Plan policies is set forth in Appendix X of the DEIR/DEIS. Based on the information contained in these Appendices, the proposed Project is consistent with the General Plan. For the purposes of CEQA, the General Plan consistency issue only relates to policies adopted for the purpose of avoiding or mitigating an environmental effect.

Please note that the City is processing two General Plan Amendments to accompany the Project approval: (1) an amendment to the area designated for open space in the Project area under the General Plan; and (2) an amendment to Open Space, Parks and Trails Element to change the open space land required in new residential development. The General Plan Amendments are described in the General Plan Amendment resolution accompanying the Project approval that the City Council will consider at the November 18, 2013 hearing. The type and amount of open space in the Project and the area in which it is located is consistent with these General Plan Amendments.

MATHER AIRPORT POLICY AREA AND COMPREHENSIVE LAND USE PLAN

Mather Airport (formerly Mather AFB) has been open as a public-use air cargo and general aviation airport since May 5, 1995. Managed by the County Department of Airports, the airport consists of two primary runways, one 11,300 feet long and the other 6,100 feet long, generally aligned in a northeast-to-southwest direction. Mather Airport is a joint-use facility, supporting both military and commercial operations, and is rapidly developing as an air cargo depot. The airport includes approximately 40 acres of exclusive air cargo ramp space.

The Sacramento County Airport Land Use Commission has adopted the Mather Field Comprehensive Land Use Plan, which sets forth safety and noise zones for the Mather Airport. The Project site is located outside the adopted Mather Airport Land Use Compatibility Plan (ALUCP) boundaries and the safety and noise zones; therefore, the Project would not conflict with the Comprehensive Land Use Plan. In addition, the noise analysis in the EIR concludes that the interior noise levels on the Project site associated with aircraft operations would be well below the 45-dBA standard for acceptable residential development, assuming an average interior-exterior noise attenuation of 25 dBA for residential development with windows closed (Draft EIR Chapter 3.11). Therefore, residents within the SPA would not be exposed to excessive aircraft noise.

VII. FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute provides that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” Section 21002 goes on to provide that “in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect

identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR. The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by, or can and should be adopted by, such other agency. The third potential conclusion is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (CEQA Guidelines, § 15091).

As explained elsewhere in these findings, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors (CEQA Guidelines § 15364). The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1509 (court upholds CEQA findings rejecting alternatives in reliance on applicant’s project objectives); see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 (CNPS) (“an alternative ‘may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record’”) (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (Kostka), § 17.309, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) (“[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives;” “a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal”). Moreover, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417 (*City of Del Mar*); see also CNPS, *supra*, 177 Cal.App.4th at p. 1001 (after weighing “‘economic, environmental, social, and technological factors,’ ... ‘an agency may conclude that a mitigation measure or alternative is impractical or undesirable from a policy standpoint and reject it as infeasible on that ground’”) (quoting Kostka, *supra*, § 17.29, p. 824).

For purposes of these findings (including the exhibit described in Section IX below), the term “avoid” refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term “substantially lessen” refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level.

As explained above, CEQA requires that the lead agency adopt feasible mitigation measures or, in some instances, feasible alternatives to substantially lessen or avoid significant environmental impacts that would otherwise occur. With respect to a project for which significant impacts are not avoided, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons for the agency findings that the Project’s benefits outweigh its unavoidable

adverse environmental effects. The City of Rancho Cordova's Statement of Overriding Considerations for the Project is included herein in Section XI below.

VIII.

MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program has been prepared for the Project, and is being approved by the City Council by the same Resolution that adopts these findings. The City will use the Mitigation Monitoring and Reporting Program to track compliance with Project mitigation measures. The Mitigation Monitoring and Reporting Program will remain available for public review during the compliance period. The Mitigation Monitoring and Reporting Program is attached hereto as Attachment **2**.

IX.

SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The EIR/EIS identified a number of significant and potentially significant environmental effects (or impacts) that the Project will cause or contribute to. Most of these significant effects can be fully avoided through the adoption of feasible mitigation measures. Other effects, however, cannot be avoided by the adoption of feasible mitigation measures or alternatives, and thus will be significant and unavoidable. Some of these unavoidable significant effects can be substantially lessened by the adoption of feasible mitigation measures, but not avoided. Other significant, unavoidable effects cannot be substantially lessened or avoided. For reasons set forth in Section XI *infra*, however, the City Council has determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the Project.

A. Impacts and Mitigation Measures (see Attachment **1)**

The City Council's findings with respect to the Project's significant effects and mitigation measures are set forth in the attachment to these findings (Attachment 1). The findings set forth in Attachment 1 are hereby incorporated by reference and included as an attachment to this document.

This attachment does not attempt to describe the full analysis of each environmental impact contained in the EIR/EIS. Instead, the attachment provides a summary description of each impact, describes the applicable mitigation measures identified in the DEIR/DEIS or Final EIR/EIS and adopted by the City, and states the findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the DEIR/DEIS and Final EIR/EIS, and these findings hereby incorporate by reference the discussion and analysis in those documents supporting the Final EIR/EIS's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts.

In making these findings, the City ratifies, adopts, and incorporates into these findings the analysis and explanation in the DEIR/DEIS and Final EIR/EIS, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the DEIR/DEIS and Final

EIR/EIS relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City has adopted all of the mitigation measures identified in the attachment. Some of the measures identified are also within the jurisdiction and control of other agencies. To the extent any of the mitigation measures are within the jurisdiction of other agencies, the City finds those agencies can and should implement those measures within their jurisdiction and control.

B. Findings Regarding Additional Mitigation Measures Proposed by Comments

In comments on the DEIR/DEIS, commenters suggested additional mitigation measures and/or modifications to the measures recommended in the DEIR/DEIS. As indicated in the Final EIR/EIS, the City modified one of the original proposed measures in response to such comments - Mitigation Measure 3.11-5: Implement Measures to Improve Land Use Compatibility with Noise Sources. The changes to this mitigation measure are set forth in the Final EIR/EIS.

For other new mitigation measures or changes to existing mitigations proposed in comments submitted on the DEIR/DEIS or comments submitted elsewhere in the record, the City carefully considered the proposed mitigations, and finds the proposed mitigations infeasible, not necessary to avoid identified significant impacts of the Project, or otherwise rejected the suggested mitigation for the reasons set forth in the Final EIR/EIS or elsewhere in the record, which are incorporated herein by this reference.

In considering specific recommendations on mitigation measures from commenters, the City is guided by CEQA's legal standard to substantially lessen or avoid significant environmental effects to the extent feasible. The City recognizes, moreover, that comments frequently offer suggestions regarding how a commenter believes that a particular mitigation measure can be modified, or perhaps changed significantly, in order to more effectively, in the commenter's opinion, reduce the severity of environmental effects. However, the mitigation measures recommended in the Final EIR/EIS represent the professional judgment and long experience of the City's expert staff and environmental consultants. The City therefore believes that these recommendations should not be modified unless necessary to comply with CEQA legal standards, and the City has discretion to make policy decisions presented by mitigations. Thus, in considering commenters' suggested changes or additions to the mitigation measures, the City, in determining whether to accept such suggestions, either in whole or in part, has considered the following factors, among others: (i) whether the suggestion relates to a significant and unavoidable environmental effect of the Project, or instead relates to an effect that can already be mitigated to less-than-significant levels by proposed mitigation measures in the Final EIR/EIS; (ii) whether the proposed language represents a clear improvement, from an environmental standpoint, over the draft language that a commenter seeks to replace; (iii) whether the proposed language is sufficiently clear as to be easily understood by those who will implement the mitigation as finally adopted; (iv) whether the language might be too inflexible to allow for pragmatic implementation; (v) whether the suggestions are "feasible" as defined under CEQA, including being able to be accomplished in a successful manner in a reasonable period of time taking into account economic, environmental, technical, legal, social or other factors; and (vi) whether the proposed language is consistent with the Project's objectives.

As is often evident from the specific responses given to specific suggestions, City staff and consultants spent a significant amount of time carefully considering and weighing proposed mitigation language. For those suggested mitigation measures not incorporated or adopted by the City, the City finds them either not necessary to reduce a significant impact to less than significant, or infeasible.

C. Findings Regarding Absence of Significant New Information Requiring Recirculation of Draft EIR

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The CEQA Guidelines provide the following examples of significant new information under this standard:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation is adopted that reduces the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project’s proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043).

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The above standard is “not intend[ed] to promote endless rounds of revision and recirculation of EIRs.” (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal. 4th 1112, 1132). “Recirculation was intended to be an exception, rather than the general rule.” (*Ibid.*)

The Final EIR/EIS incorporates information since the Draft EIR/EIS was completed, and contains additions, clarifications, modifications, and other changes. As noted in section IX.B, comments on the Draft EIR/EIS either expressly or impliedly sought changes to proposed mitigation measures identified in the Draft EIR/EIS, as well as additional mitigation measures. As explained in the Final EIR/EIS (Chapter 3.0, Responses to Comments, and Chapter 4, Errata), some of the suggestions were found to be appropriate and feasible and were adopted in the Final EIR/EIS and included in the MMRP. Where changes have been made to mitigation measures and other information in the Draft EIR/EIS, however, these changes do not change the significance of any conclusions presented in the Draft EIR and do not meet any of the standards for recirculation under CEQA Guidelines section 15088.5.

Notably, CEQA case law emphasizes that “[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal.” (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 736-737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168, fn. 11.) “‘CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.’ [Citation.] In short, a project must be open for public discussion and subject to agency modification during the CEQA process.” (*Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 936).

In response to public comments from Sacramento Municipal Utility District (“SMUD”) (see Final EIR/EIS, Chapter 3.0 Comment Letter SMUD), Mitigation Measure 3.8-1, regarding preparation of a remedial action plan or environmental site assessment, was revised to delete the reference to SMUD’s assessment of PCBs in transformers. This revision was minor and did not change the Draft EIR/EIS’s conclusion regarding the residual significance of the Project’s impact related to exposure to existing hazardous materials. Therefore, the impact remains less than significant after mitigation.

In response to comments from the Sacramento County Airport System, additional language has been added to Mitigation Measure 3.11-5 to ensure that the site-specific acoustical analyses (which are already required as part of Mitigation Measure 3.11-5) will calculate the type and amount of insulation necessary to achieve a 45-dB CNEL interior residential noise level with windows closed (which is already required as part of the City’s currently adopted noise standards). This revision does not significantly change the mitigation measure, since it incorporates an already existing requirement. In addition, the revision does not change the impact analysis or conclusion on noise impacts in the Draft EIR/EIS. Therefore, the revision does not meet any of the standards for recirculation under CEQA Guidelines section 15088.5.

The Final EIR/EIS also includes minor edits made in response to various comments on the Draft EIR/EIS (See Final EIR/EIS, Chapter 4.0). These revisions were made for accuracy and did not change any conclusions of the Draft EIR/EIS regarding the Project’s impacts.

Thus, none of these changes involves “significant new information” triggering recirculation because neither the additional information nor changes to the mitigation measure resulted in any new significant environmental effects, any substantial increase in the severity of any previously identified significant effects, or otherwise trigger recirculation. Instead, the modifications were either environmentally beneficial or environmentally neutral, and thus represent the kind of changes that commonly occur as the environmental review process works towards its conclusion.

X. PROJECT ALTERNATIVES

A. BASIS FOR ALTERNATIVES-FEASIBILITY ANALYSIS

Public Resources Code section 21002, a key provision of CEQA, provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The same statute states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.”

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. Although an EIR must evaluate this range of *potentially* feasible alternatives, an alternative may ultimately be deemed by the lead agency to be “infeasible” if it fails to fully promote the lead agency’s underlying goals and objectives with respect to the project (*City of Del Mar, supra*, 133 Cal.App.3d at p. 417). “[F]easibility” under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” (*Ibid.*; see also *CNPS, supra*, 177 Cal.App.4th at p. 1001.) Thus, even if a project alternative will avoid or substantially lessen any of the significant environmental effects of the project, the decision-makers may reject the alternative if they determine that specific considerations make the alternative infeasible.

Under CEQA Guidelines section 15126.6, the alternatives to be discussed in detail in an EIR should be able to “feasibly attain most of the basic objectives of the project[.]” For this reason, the objectives described above provided the framework for defining possible off-site alternative Project locations (See *Bay-Delta, supra*, 43 Cal.4th at p. 1166). Based on the requirements of CEQA Guidelines section 15126.6 and the Project’s objectives, the following alternatives to the Project were identified:

- No USACE Permit Alternative
- Biological Impact Minimization Alternative
- Conceptual Strategy Alternative
- Increased Development Alternative
- No Project Alternative

Other alternatives were preliminarily considered in the Draft EIR/EIS Chapter 2 pursuant to CEQA Guidelines section 15126.6, but not considered further in the Draft EIR/EIS analysis. Off-site alternatives were not considered in detail in the Draft EIR/EIS because the alternative sites consisted of too many separate parcels of land that could not all be acquired. For this reason, while discussed in Chapter 2 of the Draft EIR/EIS pursuant to CEQA Guidelines section 15126.6, an off-site alternative was considered and rejected as infeasible. Therefore, it was not evaluated further in the Draft EIR/DEIS. In addition, because the Draft EIR/EIS considers and evaluates a reasonable range of potentially feasible alternatives, the alternatives from the Draft Section 404(b)(1) analysis were not carried forward for further evaluation because all of the on-site alternatives consist of minor variations of the existing five action alternatives that would all entail a redesign of proposed land uses and relocation of proposed infrastructure, which are

already covered by the spectrum of alternatives carried forward for detailed analysis. (Draft EIR/EIS, pp. 2-87 through 2-89.) The reasoning set forth in the EIR/EIS for rejecting these alternatives is incorporated herein by this reference and adopted.

The City finds that that a good faith effort was made to evaluate all potentially feasible alternatives in the EIR that are reasonable alternatives to the Project and could feasibly obtain the basic objectives of the Project, even when the alternatives might impede the attainment of some of the Project objectives and might be more costly. As a result, the scope of alternatives analyzed in the EIR is not unduly limited or narrow. The City also finds that all reasonable alternatives were reviewed, analyzed and discussed in the review process of the EIR and the ultimate decision on the Project (See, e.g., DEIR/DEIS, Chapter 2).

1. Significant, Unavoidable Impacts of the Project

The SunCreek Specific Plan Project will result in the following significant and unavoidable impacts which cannot be avoided through implementation of feasible mitigation measures adopted in connection with the Project. Some of these significant and unavoidable impacts will be lessened by the adoption of feasible mitigation measures, but the impacts cannot be reduced to less than significant:

Table 1 Summary of Project-Related Significant and Unavoidable Impacts		
Section Name/ Issue Area/ Project Component	Impact Number	Impact Title
3.1 Aesthetics	3.1-1	Substantial Adverse Effect on a Scenic Vista
	3.1-2	Substantial Degradation of Existing Visual Character or Quality of the Site and its Surroundings
	3.1-5	New Skyglow Effects
3.2 Air Quality	3.2-1	Generation of Temporary and Short-Term Construction-Related Emissions of PM ₁₀ and PM _{2.5}
	3.2-2	Generation of Long-Term Operational (Regional) Emissions of ROG and NO _x
3.3 Biological Resources	3.3-1	Loss and Degradation of Jurisdictional Wetlands and Other Waters of the U.S.
	3.3-3	Loss and Degradation of Habitat for Special-Status Wildlife
	3.3-5	Substantial Reduction in the Habitat of a Wildlife Species
3.4 Climate Change	3.4-1	Generation of Short-Term, Construction-Related, and Long-Term Operational GHG Emissions
3.15 Traffic	3.15-1a	Unacceptable LOS at the SR 16/Excelsior Road Intersection (Intersection 1)
	3.15-1b	Unacceptable LOS at the SR 16/Eagles Nest Road Intersection (Intersection 2)
	3.15-1c	Unacceptable LOS at the SR 16/Sunrise Boulevard Intersection (Intersection 3)
	3.15-1d	Unacceptable LOS at the SR 16/Grant Line Road Intersection (Intersection 4)
	3.15-1e	Unacceptable LOS at the Florin Road/Sunrise Boulevard Intersection (Intersection 5)
	3.15-1h	Unacceptable LOS at the Sunrise Boulevard/Douglas Road Intersection (Intersection 9)
	3.15-1i	Unacceptable LOS at the Mather Field Road/U.S. 50 Eastbound Ramps (Intersection 12)
	3.15-1j	Unacceptable LOS at the Sunrise Boulevard/White Rock Road Intersection (Intersection 18)
	3.15-1l	Unacceptable LOS at the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25)
	3.15-1m	Unacceptable LOS at the Grant Line Road/White Rock Road Intersection (Intersection 27)
	3.15-1o	Unacceptable LOS at the Eagles Nest Road/Douglas Road Intersection (Intersection 29)

Table 1 Summary of Project-Related Significant and Unavoidable Impacts		
Section Name/ Issue Area/ Project Component	Impact Number	Impact Title
	3.15-1q	Unacceptable LOS on Mather Boulevard between Femoyer Street and Douglas Road (Roadway Segment 4)
	3.15-1r	Unacceptable LOS on Douglas Road between Mather Boulevard and Sunrise Boulevard (Roadway Segment 5)
	3.15-1s	Unacceptable LOS on Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17)
	3.15-1t	Unacceptable LOS on Sunrise Boulevard between Coloma Road and the U.S. 50 Westbound Ramps (Roadway Segment 18)
	3.15-1u	Unacceptable LOS on Sunrise Boulevard between the U.S. 50 Eastbound Ramps and Folsom Boulevard (Roadway Segment 19)
	3.15-1v	Unacceptable LOS on Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20)
	3.15-1y	Unacceptable LOS at Various Merge and Diverge Segments of U.S. 50
	3.15-2	Increased Demand for Alternative Modes of Transportation
3.17 Water Supply	3.17-5	Need for Off-Site Water Conveyance Facilities—Americanos Boulevard Pipelines
Source: DEIR/DEIS, p. 4-13;		

In addition, the Project will result in the following cumulatively considerable contributions to significant cumulative impacts which are significant and unavoidable (DEIR/DEIS Section 4.4.7):

AESTHETICS

- ▶ Substantial alteration of a scenic vista
- ▶ Substantial degradation of visual character (short-term and long-term)
- ▶ New light and glare effects
- ▶ Skyglow effects

AIR QUALITY

- ▶ Short-term construction and long-term operational generation of ROG, NO_x, PM₁₀, and PM_{2.5} emissions

BIOLOGICAL RESOURCES

- ▶ Loss or fill of wetlands and other Waters of the U.S., including wetlands and waters of the state
- ▶ Loss or modification of sensitive natural habitats
- ▶ Decline of special-status plant and animal species in the region
- ▶ Degradation of wildlife habitat
- ▶ Loss of annual grassland

CLIMATE CHANGE

- ▶ Temporary, short-term construction-related generation of greenhouse gases
- ▶ Long-term operation-related generation of greenhouse gases

NOISE

- ▶ Temporary, short-term exposure of sensitive receptors to construction equipment noise
- ▶ Temporary, short-term exposure of sensitive receptors to potential groundborne noise and vibration

- Long-term exposure of sensitive receptors to increased stationary-source noise

TRAFFIC AND TRANSPORTATION

- Increases to peak-hour and daily traffic volumes resulting in unacceptable levels of service (See impacts under Impact 3.15-4)

2. Scope of Necessary Findings and Considerations for Project Alternatives

As noted above, these findings address whether the various alternatives substantially lessen or avoid any of the significant unavoidable impacts associated with the Project and also consider the feasibility of each alternative. Under CEQA, “(f)feasible means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors.” (CEQA Guidelines § 15364.) As explained earlier, the concept of feasibility permits agency decision makers to consider the extent to which an alternative is able to meet some or all of a project’s objectives. In addition, the definition of feasibility encompasses “desirability” to the extent that an agency’s determination of infeasibility represents a reasonable balancing of competing economic, environmental, social, and technological factors supported by substantial evidence.

As set forth in the DEIR/DEIS, the main Project objectives for the Proposed Project are:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Provide a mixed-use and mixed-density residential housing development within the City of Rancho Cordova.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide a mix of housing types within the SPA to diversify the City of Rancho Cordova’s housing stock.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Provide an appropriate site for a high school and middle school that would serve the SPA and surrounding neighborhoods.
- Provide an appropriate site for a community park that would serve the SPA and surrounding neighborhoods.
- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries.
- Contribute to the planned Regional Preserve with development that is consistent with the September 2004 Conceptual Level Strategy for the conservation of wetlands within the Sunrise Douglas Community Plan area.
- Generate positive fiscal impacts for the City through development within the SPA.

(DEIR/DEIS, p. 1-9)

As discussed above, the City seeks to further these objectives, and accords them weight in considering the feasibility of alternatives set forth in the EIR, and in invoking overriding considerations in approving the Project. (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

B. DESCRIPTION OF PROJECT ALTERNATIVES

The Draft EIR/EIS identified and compared the environmental effects of the four alternatives listed below with the environmental impacts resulting from the Project. Below is a short and summary description of each alternative. The alternatives are described in detail in Chapter 2 of the DEIR/DEIS which is incorporated herein by reference. The following alternatives to the Proposed Project were evaluated:

ALTERNATIVE 1: No USACE Permit Alternative

1. Description

The No USACE Permit Alternative was designed to avoid the placement of dredged or fill material into waters of the U.S. (including wetlands) from the Project, thus eliminating the need for a USACE Section 404 CWA permit. As a result, there would be no fill of waters of the U.S. under this alternative, compared to 22.56 acres of fill under the Project. The No USACE Permit Alternative, however, would likely still require that the project applicants consult with the USFWS to comply with Section 7 of the Endangered Species Act (ESA).

Under this alternative, the approximately 203-acre wetland preserve that would be created under the Project, which would require continuing activities as part of a Mitigation and Monitoring Plan approved by the USACE, would not exist because it would not be proposed or imposed as mitigation for impacts associated with the fill of Federally regulated wetlands. Instead, 607 acres of the SPA would be designated “Natural Resources” under the City’s General Plan. Land with this use designation would be set aside as natural habitat with no urban development. While open space trails may be located adjacent to areas designated as Natural Resources, the City of Rancho Cordova would prohibit public access into the area.

Under the No USACE Permit Alternative, approximately 92 acres less residential acreage would be developed and approximately 338 fewer residential units would be constructed as compared to the Project. Furthermore, under the No USACE Permit Alternative, the Local Town Center would not be constructed. Approximately 75 fewer acres of total commercial land uses would be constructed under this alternative as compared to the Project (DEIR/DEIS, p. 2-61 through 2-67).

2. Analysis of the No USACE Permit Alternative’s Ability to Reduce Significant Unavoidable Project Impacts

Adoption of the No USACE Permit Alternative would avoid or substantially lessen a number of the Project’s significant impacts. The No USACE Permit Alternative would result in the least

amount of development, the largest on-site wetland preserve, the fewest significant environmental impacts, and the lowest overall level of impact, and would not result in fill of any waters of the U.S. or other wetlands, including waters of the state. By avoiding fill of waters of the U.S., this alternative would accordingly avoid significant impacts to biological resources that would result from implementation of the Project. This alternative would also have reduced impacts related to climate change, hydrology and water quality, and traffic. Among the five action alternatives, the No USACE Permit Alternative would have the least adverse impact on the environment (DEIR/DEIS, pp. 2-89 through 2-94).

3. Feasibility of the No USACE Permit Alternative

Under the No USACE Permit Alternative, approximately 92 acres less residential acreage would be developed and approximately 338 fewer residential units would be constructed as compared to the Project. Furthermore, under the No USACE Permit Alternative, the Local Town Center would not be constructed. Approximately 75 fewer acres of total commercial land uses would be constructed under this alternative as compared to the Project. By eliminating the Local Town Center, this alternative would not meet the City's objective that the project provide neighborhood serving retail uses within the SPA.

This alternative would eliminate the Local Town Center and result in approximately 75 fewer acres of commercial land uses. This would reduce the tax and other revenue generated by the Project which the City intends to use to meet the general welfare needs of its citizens. The lack of a Local Town Center would also result in a greater number of external vehicles trips from the Project site which would increase vehicle miles traveled and congestion on the street circulation system. These increased trips would affect local air quality.

This alternative would also result in increased impacts to schools. This alternative provides no high school site which is needed to serve the area and which has been identified as a specific need by the Elk Grove Unified School District. The elementary school site has severely limited access from certain neighborhoods.

The provision of water and sewer services would be costly and problematic due to the isolated nature of certain developable areas. In addition, there is a lack of ability to loop certain water mains which would be unacceptable to water purveyor agencies. Overall, required utility infrastructure would be more costly and difficult to construct.

The circulation plan under this alternative is inconsistent with the City's policies for interconnected streets that promote the use of alternative modes of transportation. The local street system is not interconnected. Some villages will contain dead-end streets which are not the preferred street design. Off-street bicycle and pedestrian circulation would be very constrained and much less than the proposed Project. This will result in more bicycle and pedestrian trips on the street system which creates conflicts and some unsafe conditions.

This Alternative would not promote the majority of the goals of the Project and the City. It would not meet, or meet to a significantly lesser degree than the Project, the following Project objectives:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Provide a mixed-use development within the City of Rancho Cordova.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Provide an appropriate site for a high school that would serve the SPA and surrounding neighborhoods.
- Generate positive fiscal impacts for the City through development within the SPA

Overall, this alternative does not meet many of the standards set by the City’s General Plan or meet many of the overall project objectives.

For the above-stated reasons, the City finds the No USACE Permit Alternative to be infeasible and rejects it as a viable alternative to the Project. The Project in its current form, moreover, reflects the project applicant’s considered judgment regarding how to develop the property in light of the realities of the marketplace. The City believes it is appropriate to give some weight to this judgment. (See *Laurel Hills*, *supra*, 83 Cal.App.3d at p. 521 (a “public agency may approve a developer’s choice of a project once its significant adverse effects have been reduced to an acceptable level – that is, all avoidable damage has been eliminated and that which remains is otherwise acceptable”).

ALTERNATIVE 2: Biological Impact Minimization Alternative

1. Description

The Biological Impact Minimization Alternative was designed to preserve additional areas of high-quality biological resources. Under this alternative, the wetland preserve would be approximately 411 acres, which is approximately 200 acres larger than the Project would provide. Under the Biological Impact Minimization Alternative, project components would be reconfigured to avoid many of the impacts on waters of the U.S., including wetlands and high-quality biological habitat, and the level of residential development would be decreased to reduce the amount of project-generated traffic, air quality emissions, and noise. A permit for wetland fill would still be required under this alternative; 14.73 acres of waters of the U.S. would be filled, which is 9.44 fewer acres than would be filled by the Project. The Biological Impact Minimization Alternative would result in substantially the same acres of residential housing, but approximately 466 fewer residential units would be constructed as compared to the Project. As shown in Table 2-6, no commercial land uses would be developed under this alternative, for a total of approximately 82 fewer acres of commercial development as compared to the Project (DEIR/DEIS, pp. 2-69 through 2-73).

2. Analysis of the Biological Impact Minimization Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Adoption of the Biological Impact Minimization Alternative would lessen a number of the Project's significant impacts. This alternative would have a lesser level of impacts on the environment than the Project, because 200 additional acres would be included in the on-site wetland preserve. The Biological Impact Minimization Alternative would result in similar impacts as the proposed Project in the areas of air quality, parks, public services, and water supply, but would lessen impacts related to biology, climate change, hydrology and water quality, population and housing, utilities, and some public services and traffic impacts.

3. Feasibility of the Impact Minimization Alternative (Environmentally Superior Alternative)

Although no commercial land uses would be built under this alternative, the types and locations of the other land uses and general infrastructure improvements under the Biological Impact Minimization Alternative would be substantially similar to those that would be built under the Project. By eliminating the Local Town Center, this alternative would not meet the City's objective that the project provide neighborhood serving retail uses within the SPA. By eliminating commercial uses, this Alternative does not meet the City's requirement that the Project include a commercial component to meet expected demands of the Project and surrounding area, and to generate tax and other revenue which the City intends to use to meet the general welfare needs of its citizens. The lack of a Local Town Center and any commercial uses would also result in a greater number of external vehicles trips from the Project site, which would increase vehicle miles traveled and congestion on the street circulation system. These increased trips would affect local air quality.

Overall, utility services infrastructure would be costly and difficult to construct. It would be difficult to provide service to portions of the developable areas in this alternative that are more isolated in nature. Although this alternative would have a substantially similar amount of sewer flows to the Project, the lack of an interconnected street system and the substantial change in the spatial distribution of the developable areas between this alternative and the Project would result in a substantial change in the location of major sewer trunk and interceptor lines. While a large upstream sewer shed exists that conveys sewer flows through the SPA, the alignment of the interceptor sewer that conveys these flows would change substantially, resulting in significantly increased costs. The regional water system could not be interconnected between pressure zones. In addition, there is a lack of ability to loop certain water mains, which would be unacceptable to water purveyor agencies. The lack of opportunities for the looping of transmission mains would also likely result in an increase in water main sizes in spite of the decreased demands resulting from this alternative.

The circulation plan under this alternative is inconsistent with the City's General Plan and policies. Americanos Boulevard would not be a connected roadway providing north-south access across the site and would be inconsistent with the City's General Plan circulation system. Central Park Drive would be a dead end street since it could not be extended across the wetland area to connect with Rancho Cordova Parkway. Also, Central Park Drive would not provide a connection to Americanos Boulevard. Overall, this Alternative would not meet the City policies

for interconnected streets that the promote use of alternative modes of transportation. The local street system is not interconnected. Some villages will contain dead-end streets which are not the preferred street design and present some issue for emergency services access. Off-street bicycle and pedestrian circulation would be very constrained and much less than the Project. This will result in more bicycle and pedestrian trips on the street system which creates conflicts and some unsafe conditions.

This alternative would also result in increased impacts to schools. Access to the elementary and high school sites are severely limited or non-existent from certain neighborhoods.

This Alternative would not promote the majority of the goals of the Project and City. It would not meet, or meet to a significantly lesser degree than the Project, the following Project Objectives:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Provide a mixed-use development within the City of Rancho Cordova.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Generate positive fiscal impacts for the City through development within the SPA.

Overall, this Alternative does not meet many of the standards set by the City’s General Plan or meet many of the overall Project objectives.

For the reasons stated above, the City finds the Biological Impact Minimization Alternative to be infeasible and rejects it as a viable alternative to the Project. The Project in its current form, moreover, reflects the Project applicants’ considered judgment regarding how to develop its property in light of the realities of the marketplace. The City believes it is appropriate to give some weight to this judgment. (See *Laurel Hills*, *supra*, 83 Cal.App.3d at p. 521 (a “public agency may approve a developer’s choice of a project once its significant adverse effects have been reduced to an acceptable level – that is, all avoidable damage has been eliminated and that which remains is otherwise acceptable”).)

ALTERNATIVE 3: Conceptual Strategy Alternative

1. Description

The Conceptual Strategy Alternative would preserve approximately 107 more acres of biological habitat (designated as “wetland preserve”) as compared to the Project. This alternative would fill 23.33 acres of waters of the U.S., which is 0.84 acres fewer than would be filled under the Proposed Project Alternative. Although little commercial land uses would be built under this

alternative, the types and locations of the other land uses and general infrastructure improvements under the Conceptual Strategy Alternative would be substantially similar to those that would be built under the Project. Implementation of the Conceptual Strategy Alternative would result in approximately 15 additional acres of residential housing, but approximately 126 fewer residential units. The Local Town Center included as part of the Project would not be built under this alternative. Only 10.9 acres of Commercial Mixed Use is included. Therefore, approximately 70 fewer acres of total commercial development would be built as compared to the Project (DEIR/DEIS, pp. 2-75 through 2-79).

2. Analysis of the Conceptual Strategy Alternative's Ability to Reduce Significant Unavoidable Project Impacts

Adoption of the Conceptual Strategy Alternative would also lessen a number of the Project's significant impacts. This alternative would have a lesser level of impacts on the environment than the Project, because 107 additional acres of biological habitat would be included in the on-site wetland preserve. However, it would result in a similar amount of fill of waters of the U.S. as compared to the Project. The Conceptual Strategy Alternative would result in similar impacts as the Project in the areas of air quality, climate change, population and housing, and water supply, but would lessen impacts related to hydrology and water quality, parks and recreation, and some public services, noise, utilities, and traffic impacts. Therefore, the Conceptual Strategy Alternative does not substantially lessen the significant and unavoidable impacts of the Project in the areas of biology, climate change, air quality, and aesthetics.

3. Feasibility of the Conceptual Strategy Alternative

By eliminating the Local Town Center, this alternative would not meet the City's objective that the Project provide neighborhood- serving retail uses within the SPA. This alternative includes only a 10.9-acre Commercial Mixed Use area, which does not meet the City's requirement that the Project include a commercial component to meet the expected demands of the Project and surrounding area and, to generate tax and other revenue which the City intends to use to meet the general welfare needs of its citizens. The lack of a Local Town Center and any significant amount of commercial uses would also result in a greater number of external vehicles trips from the Project site which would increase vehicle miles traveled and congestion on the street circulation system. These increased trips would affect local air quality.

Overall, utility services infrastructure would be costly and difficult to construct. It would be difficult to provide service to portions of the developable areas in this alternative that are more isolated in nature. The lack of an interconnected street system and the substantial change in the spatial distribution of the developable areas between this alternative and the Project would result in a substantial change in the location of major public utility infrastructure. The regional water system could not be interconnected between pressure zones.

The circulation plan under this alternative is inconsistent with the City General Plan and policies. Americanos Boulevard would not be a north-south roadway through the site and would be inconsistent with the City's General Plan circulation system. Overall, this Alternative would not meet the City's policies for interconnected streets that promote the use of alternative modes of transportation. The local street system is not interconnected. Some villages will contain dead-

end or looped streets which are not the preferred street design and present some issue for emergency services access. Off-street bicycle and pedestrian circulation would be very constrained and much less than the Project. This would result in more bicycle and pedestrian trips on the street system which creates conflicts and some unsafe conditions.

This alternative would also result in increased impacts to schools. Access to the elementary and high school sites are severely limited or non-existent from certain neighborhoods.

This Alternative would not promote the majority of the goals of the Project and the City. It would not meet, or meet to a significantly lesser degree than the Project, the following Project Objectives:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Generate positive fiscal impacts for the City through development within the SPA.

Overall, this Alternative does not meet many of the standards set by the City’s General Plan, or meet many of the overall project objectives.

For the reasons stated above, the City finds the Conceptual Strategy Alternative to be infeasible and rejects it as a viable alternative to the Project. The Project in its current form, moreover, reflects the project applicants’ considered judgment regarding how to develop its property in light of the realities of the marketplace. The City believes it is appropriate to give some weight to this judgment. (See *Laurel Hills*, *supra*, 83 Cal.App.3d at p. 521 (a “public agency may approve a developer’s choice of a project once its significant adverse effects have been reduced to an acceptable level – that is, all avoidable damage has been eliminated and that which remains is otherwise acceptable”).)

ALTERNATIVE 4: Increased Development Alternative

1. Description

The Increased Development Alternative is based on the original development proposed for the SunCreek SPA before the negotiations with the regulatory agencies that resulted in the Conceptual Strategy Alternative, which resulted in agreement by the project applicants to preserve additional on-site wetlands. This alternative would fill 32.86 acres of waters of the U.S., which is 8.69 acres more than would be filled under the Project. The wetland preserve within the SunCreek SPA would decrease to approximately 97 acres; therefore, under this alternative, approximately 106 fewer acres of biological habitat would be preserved, as compared to the

Project. This alternative does not meet the CEQA requirements to reduce or avoid any of the Project's environmental impacts. It was included in order to show the progression over time of the increased amount of on-site biological resources that have been preserved from the original land use plan to the current land use plan.

This alternative would entail a substantially different mix of land uses, at different locations within the SPA, as compared to the Project. Most of the SPA would consist of low-density residential housing, as compared to the mix of residential housing densities, schools, parks, public, and commercial land uses contemplated under the Project. Implementation of this alternative would result in approximately 276 more acres of residential housing, and approximately 701 more residential units that would be constructed as compared to the Project. However, most of the housing would be constructed as low-density (larger lot) residential under this alternative, whereas under the Project, most of the housing would be constructed as medium-density residential. The Local Town Center would not be built and approximately 64 fewer acres of commercial development would be built as compared to the Project. (DEIR/DEIS, p. 2-81.)

2. Analysis of the Increased Development Alternative's Ability to Reduce Significant Unavoidable Project Impacts

The Increased Development Alternative would not reduce or avoid the Project's significant and unavoidable environmental impacts. This alternative would result in a smaller total number of significant impacts, but that is only because the Increased Development Alternative does not include the 32-acre commercial center, which would cause several additional significant traffic impacts at intersections and roadways in the Project's vicinity. However, in all other topic areas analyzed in the DEIR/DEIS, the Increased Development Alternative has a greater level of impact as compared to the Project. In particular, the alternative would have a greater impact in the area of biological resources, where the Increased Development Alternative would include only a 97-acre on-site wetland preserve and would fill approximately 33 acres of waters of the U.S. and other wetlands, while the Project would include an approximately 204-acre wetland preserve and would fill approximately 24 acres of waters of the U.S. and other wetlands. Furthermore, the Increased Development Alternative would result in an increased generation of construction-related emissions of criteria air pollutants, increased generation of GHGs, increased level of hydrology and water quality effects, increased generation of noise, increased population, and a substantially increased need for fire protection services (because an on-site fire station would not be constructed). Since overall this alternative would not substantially lessen the impacts of the Project, the City rejects this alternative on that basis.

3. Feasibility of the Increased Development Alternative

The information and analysis in the EIR determined that this Alternative would not result in a reduction in the significant unavoidable impacts of the Project and would result in an increase in the level of certain of these significant and unavoidable impacts. Therefore, findings on the infeasibility of this alternative are not required under CEQA since it would not reduce the significant and unavoidable impacts of the Project. Nonetheless, the City has included the following findings and conclusions on the infeasibility of this Alternative.

This Alternative would not promote the majority of the goals of the Project and City. It would not meet, or meet to a significantly lesser degree than the Project, the following Project objectives:

- Implement SACOG’s Blueprint and Smart Growth Principles, and the City of Rancho Cordova’s General Plan.
- Provide a mixed-use and mixed-density residential housing development within the City of Rancho Cordova.
- Develop several distinct neighborhoods within the SunCreek Specific Plan Area (“SPA”), linked by a significant open space and recreational parkway, to create development with neighborhood connectivity.
- Provide neighborhood-serving retail areas within the SPA.
- Provide additional new jobs/housing to balance the high employment concentrations currently existing in and around the City of Rancho Cordova.
- Provide a mix of housing types within the SPA to diversify the City of Rancho Cordova’s housing stock.
- Provide transportation facilities within the SPA that are consistent with the City of Rancho Cordova’s Circulation Plan.
- Provide an appropriate site for a community park that would serve the SPA and surrounding neighborhoods.
- Contribute to the planned Regional Preserve with development that is consistent with the September 2004 Conceptual Level Strategy for the conservation of wetlands within the Sunrise Douglas Community Plan area.
- Generate positive fiscal impacts for the City through development within the SPA

The Increased Development Alternative is less desirable than the Project because of the greater level of environmental impacts and its failure to promote the majority of Project objectives. For the reasons stated above, the City finds the Increased Development Alternative to be infeasible and rejects it as a viable alternative to the Project. The Project in its current form, moreover, reflects the project applicants’ considered judgment regarding how to develop its property in light of the realities of the marketplace. The City believes it is appropriate to give some weight to this judgment. (See *Laurel Hills Homeowners Assn. v. City Council* (1978) 83 Cal.App.3d 515, 521 (*Laurel Hills*)) (a “public agency may approve a developer’s choice of a project once its significant adverse effects have been reduced to an acceptable level – that is, all avoidable damage has been eliminated and that which remains is otherwise acceptable”)

ALTERNATIVE 5: No Project/No Action Alternative

1. Description

Under this alternative, the Project would not be developed. The SPA would remain under the jurisdiction of the City. A Section 404 permit for wetland fill would not be required from USACE. Although the No Action/No Project Alternative (referred to elsewhere in this document as the “No Project Alternative”) was evaluated in the Draft EIR/EIS, consistent with CEQA and NEPA requirements, it is an unlikely long-term alternative for the SPA because, according to the City’s General Plan, the SPA is located in an area planned for urban development. Entitlements

have been approved or are actively being sought for development in the vicinity of the SPA (e.g., Sunrise Douglas Community Plan, Mather Field Redevelopment Project, Easton Planning Area, Rio del Oro Specific Plan, and the Anatolia, Arboretum, and The Ranch at Sunridge projects). The General Plan includes a layout for the SPA with land uses for urban development. Consistent with CEQA requirements, the No Project Alternative was evaluated in this DEIR/DEIS; however, for the reasons stated above, it is assumed to be a “no development” scenario (DEIR/DEIS, pp. 2-81 through 2-82).

2. Analysis of the No Project Alternative’s Ability to Reduce Significant Unavoidable Project Impacts

Adoption of the No Project Alternative would generally have a lesser level of impacts than the proposed Project, because as described above, it was evaluated as a “no development” scenario. Therefore, among the action alternatives, the No Project Alternative would have the lowest level of adverse impacts on the environment.

3. Feasibility of the No Project Alternative

Under the No Project Alternative, the Project would not be constructed. Although this alternative would have lower levels of impacts, this alternative is an unlikely long-term alternative for the project site, because such an alternative is inconsistent with the Rancho Cordova General Plan, which designates the project site as an area planned for urban development. Entitlements have been approved or are actively being sought for development in the vicinity of the project site as described above. The site remaining in its current state on a long-term basis would be inconsistent with planned growth under the City General Plan and regional plans. The No Project Alternative would not meet the project purpose, need, or objectives of the Project. The No Project Alternative would likely not continue in the long-term absent General Plan amendments, in the sense that the permanent preservation of status quo conditions is not consistent with the General Plan as currently written.

The City finds Alternative 5 to be infeasible for the above-stated reasons, and rejects it as a viable alternative to the Project. The Project in its current form, moreover, reflects the project applicants’ considered judgment regarding how to develop its property in light of the realities of the marketplace. The City believes it is appropriate to give some weight to this judgment. (See *Laurel Hills, supra*, 83 Cal.App.3d at p. 521 (a “public agency may approve a developer's choice of a project once its significant adverse effects have been reduced to an acceptable level – that is, all avoidable damage has been eliminated and that which remains is otherwise acceptable”).)

XI. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the preceding sections, the City of Rancho Cordova’s approval of the SunCreek Specific Plan Project will result in significant adverse environmental effects that cannot be avoided even with the adoption of all feasible mitigation measures; and there are no feasible Project alternatives that would mitigate or substantially lessen all of these impacts to a less than significant level. Despite the occurrence of these effects, however, the City Council, in

accordance with CEQA Guidelines section 15093, chooses to approve the Project because, in the City's view, the economic, social, and other benefits that the Project will produce will render the significant effects acceptable.

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS

The SunCreek Specific Plan Project will result in significant and unavoidable impacts, even with the implementation of all feasible mitigation measures, as discussed in Section IX.B, *supra*. The following overriding considerations are set forth to identify the overarching economic, social, and other benefits that the Project will produce, once implemented, which will render the significant effects acceptable.

B. OVERRIDING CONSIDERATIONS

The Project and its benefits outweigh its unavoidable significant effects. The following statement identifies the specific reasons why the benefits of the Project outweigh its unavoidable significant effects. Any one of these reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section (XI), and in the documents found in the Record of Proceedings, as defined in section V.

1) The Project Will Create a Specific Plan for a Unique Area of the City That Is Consistent with Long-Standing Land Use Policies and Furthers Residential, Recreational, Economical, and Environmental Goals of the City. The Project covers a 1,265-acre area within the City of Rancho Cordova. It would grant Project applicants various entitlements for a mixed-use development and supporting infrastructure improvements. As a specific plan, it provides the planning mechanism for the phased development of a pedestrian-focused mix of residential, recreational, commercial, and public uses in the City. The backbone of the Project is a 250-acre nature preserve and over 6.5 miles of off-street trails, which will be within one quarter-mile of all homes in the Project. This element provides a key link to the citywide trail network and adds much-needed recreational options to the City. The Project creates a pedestrian-scale development where 95 percent of all 4,698 homes are located within one quarter-mile of a neighborhood park or green, 93 percent are within one-half mile of an elementary school, and 80 percent of all homes are within one-half mile of a commercial center. The Project would preserve 203 acres of wetland, vernal pool, and stream areas.

The area is planned for growth and development in the City General Plan and the Project is consistent with the General Plan (with the limited land use designation amendment accompanying the Project approval). Neighborhood-serving retail and commercial village centers are provided by the Project. It would make available a mix of housing types to balance the high employment concentrations existing in and around the City. The Project would contribute to regional growth management by focusing market demand for development onto a site that links to other existing development, planned development, and to transportation corridors, thereby reducing long-term development pressures in more environmentally sensitive

areas less proximate to existing urban land uses. The Sacramento Area Council of Government's ("SACOG") Blueprint and Smart Growth Principles are implemented by the Project.

2) The Project Will Promote the Development of Affordable Housing and Help the City Meet Its Housing Needs Consistent with the Housing Element. The Project calls for landowners to dedicate to the City (or to an entity designated by the City) three sites for the construction of affordable housing projects. One site, at 1.7 acres, is designated for a senior affordable housing project. Two additional sites, totaling 5.0 acres, are designated for family affordable housing.

The Project also requires landowners to pay an affordable housing in-lieu fee to the City of \$1,460 per market rate residential unit. The rate will be adjusted annually. The fee will be paid to the City no later than prior to the issuance of the building permit for each market rate unit.

The Project calls for 44.2 acres of land to be zoned RD-40, or "High Density Residential – RHNA." This represents the fair-share allocation to the SunCreek Specific Plan area of the total Regional Housing Needs Allocation ("RHNA") amount designated to the City from the Sacramento Area Council of Governments.

All of these requirements are detailed in the Affordable Housing Plans for the SunCreek Specific Plan and are harmonious with the City's adopted Housing Policy. All five landowners within the Project have agreed to meet the affordable housing requirements in the plan. The requirements are a condition of approval for development. It is anticipated that these requirements will result in the following affordable housing units at Project build-out, allowing the City to further its responsibility to facilitate the development of housing that fits the needs of all economic segments of the community:

- Very Low Income: 105 units
- Low Income: 105 units
- Moderate Income (low end) \$200,000 – \$220,000): 70 units

3) The Project Will Provide Neighborhoods Near Residential, Retail, Employment, and Recreational Uses in a Pedestrian-Scale Environment that Reduces the Number and Length of Vehicle Trips. By locating nearly all housing within one-quarter mile of the backbone trail system, one-half mile of an elementary school, and one-half mile of a retail center, the Project would allow the City to reduce the trip distances potentially traveled in this area slated for development. The Project distributes higher density residential uses along the proposed local transportation routes and close to commercial uses in order to facilitate pedestrian (and bicycle) access to transit stops and local shopping. Sixty-five percent of all homes within the Project are within one-half mile of potential transit stops. The Sacramento Air Quality Management District has endorsed the Air Quality Management Plan for the Project.

The plan for the Project provides for internal pedestrian circulation and ease of access through the following design and land use features: a network of pathways, off-street trails, greenbelts, and landscaped boulevards that would provide a pleasant pedestrian experience; the location of compatible and complementary land uses in close proximity; and many linkages between the internal pedestrian/bicycle network and new paths and trails or existing and planned region-serving facilities on the periphery of the project site.

The SunCreek Specific Plan Development Regulations ensure that pedestrian-friendly features would be incorporated into the Project. The Project vision is to create well-defined neighborhoods and retail, recreation and institutional centers linked by an interconnected circulation network. The proposed mix of land uses, with a predominance of housing located near schools and recreational, commercial and retail uses, will reduce vehicle miles traveled, citywide congestion, and air pollution over the long term.

4) *The Project Will Provide Substantial Trails, Parks, Open Space, a Wetland Preserve, and Recreational Facilities for Rancho Cordova Residents.* The Project includes open space and public land uses totaling 332 acres, which includes 81.3 acres of community parks and greens (including a 45-acre Community Park and a total of 11 parks and greens), a 250-acre nature preserve, 55.8 acres of open space, and more than 6.5 miles of off-street trails. Approximately 266 acres (21 percent) of the land area in the Project will be left as permanent open space in wetland preserves, wetland buffers and storm water detention facilities. The backbone of the Project is a centralized off-street trail system, located within one-quarter mile of every home, which connects each neighborhood to schools, parks, town centers and transit. The trail system also provides for recreational activity with rest areas along the way.

Facilities in the Community Park are anticipated to include significant active recreation facilities, including ball fields, soccer fields, tennis courts, volleyball courts, horseshoe courts and picnic, barbeque, and playground areas, as well as community gathering facilities such as an amphitheater and a community center building. The neighborhood parks are intended to serve as a focal point for each neighborhood, providing a gathering place with smaller-scale recreational facilities such as tot lots, playgrounds, multiuse turf fields, a softball field, a basketball court, and picnic and barbeque areas.

5) *The Project Will Provide Public Facilities and Schools Available to and for Use by Rancho Cordova Residents Outside of the Project.* A total of three elementary schools and one 80-acre high school/middle school campus are planned for the Project site, which would be a part of the Elk Grove Unified School District. Most of the schools, along with the Community Park, would be jointly used by School District and the Cordova Recreation & Park District and thus would be open to public use by residents outside of the Project. The Project's 45-acre Community Park at the center of the plan area is contiguous to the high school/middle school campus. In addition, fees will be assessed at building permit issuance to fund public services and facilities for police services, a community center and library.

6) *The Project Will Balance the Urban Environment with Existing Sensitive Biological Habitat Through an Expansive On-Site Wetland Preserve and Natural Preserve Area Encompassing the Primary Drainage Corridor.* The primary drainage corridor located on the Project site, a tributary to Laguna Creek referred to as Kite Creek or Sun Creek, would be part of the Project's 250-acre natural preserve, which includes 203.7 acres of wetland preserve and 45.2 acres of buffer between the wetland preserve and adjacent urban uses. The Project would connect the wetland preserve to existing wetland preserves on properties to the northwest and south. Mitigation Measure 3.3-1b from the SunCreek Draft Environmental Impact Report ensures that no net loss of wetlands and other U.S. waters will occur. The Project accomplishes

this by requiring applicants to follow the “no net loss” standards within the permitting process of Section 404 of the Clean Water Act.

7) *The Project Will Be Consistent with the SACOG Blueprint, Implements Smart Growth Principles, and Fulfills the City’s General Plan.* As set forth in the EIR/EIS, objectives of the Project include implementation of the SACOG Blueprint, Smart Growth principles and the City’s General Plan. The Project was guided by the seven Smart Growth principles established in the City’s General Plan. Numerous Project components promote the SACOG Blueprint and Smart Growth principles.

First, the Project calls for a mix of housing types within compact and walkable neighborhoods with ample pedestrian and bicycle access to trails, schools, parks, and commercial centers. At its core is the SunCreek Parkway, a major bicycle/pedestrian pathway that follows the main route of the Project’s central open space and natural preserve area. The trail system extends throughout the Project and into adjacent neighborhoods. A major recreation trail extends over three miles through the core of the Project and connects to existing portions of the citywide trail network at each end. Ninety-five percent of all homes are located within one-quarter mile of a neighborhood park or green, 93 percent are within one-half mile of an elementary school, and 80 percent of all homes are within one-half mile of a commercial center. Additionally, 65 percent of all homes within the Project are within a one-half mile of potential transit stops.

Second, the overall design and land use plan of the Project is consistent with the “mixed use” and “compact development” Blueprint principles. The Project proposes a mix of land uses, with clusters of walkable residential villages near a major civic and recreation core. A predominance of housing would be located near commercial and retail uses, as well as community centers such as parks and schools. This encourages walking, biking and shorter automobile trips.

Third, the Project contains a variety of housing types, from high-density apartments and mixed-use residential to executive homes. This improves the regional balance of housing and jobs by increasing housing opportunities in job-rich Rancho Cordova. Housing opportunities that are made available closer to the employment center encourage fewer long-distance commutes, thus reducing VMT. These elements conform to the “housing choice and diversity” Blueprint principle.

Fourth, the Project is located in an area that has been designated in the Blueprint as an appropriate location to accommodate regional growth. The types and intensities of land uses shown in the Blueprint are consistent with the Project, which would not be growth inducing.

Fifth, the Project follows the “natural resources conservation” principle by incorporating public-use open space (including parks, schools, village commercial, trails, and greenbelts).

8) *The Project Will Require Participation by All Properties in a Financing Plan to Ensure All Necessary On-Site Infrastructure Is Financed and Constructed Prior to Development.* The Project will require participation of all properties in a Public Facilities Financing Plan (“the Plan”) prior to any development. The Plan will identify the infrastructure and public facilities required for development of the Project. Additionally, the financing strategy and mechanisms to fund backbone infrastructure and public facilities necessary to serve development in the Project

will be identified in the Plan. Descriptions and cost estimates of major infrastructure—roadways, sewer, drainage, water—will be included in the Plan. The Plan also establishes a land equalization component, designed to distribute the burden of land dedications necessary to install the backbone, publically-owned infrastructure and public facilities. The Plan aims to make maximum use of “pay-as-you-go” funding mechanisms and to fully fund all facility and infrastructure when they are needed to serve the development. At Project build out, it is estimated that existing and proposed fee programs will provide \$171.6 million to fund transportation, water, sewer, drainage, school facilities, and parks.

9) The Project Will Provide Permanent, Secondary and Construction Jobs Within the City.

The Project supports more than 190 acres of employment-generating uses (village centers, local town centers, and schools) that will result in long-term generation of substantial permanent employment opportunities. The local town center will provide opportunities for retail, restaurant, entertainment and office employment. As a specific plan that will be implemented over time, the Project will provide a steady supply of construction jobs for the next 17 years as development occurs. The Project will also provide for extensive additions to infrastructure and public facilities, which will result in job creation in the public and private industries that maintain and operate such infrastructure.

10) The Project Will Incorporate Major Environmentally Focused Sustainability

Components. Ten strategy principles and standards were used to guide the design of the Project. Many of these principles support the incorporation of environmentally focused sustainability components, such as: the use of conservation design elements; maintaining corridors and large areas for wildlife and the propagation of flora; locating compatible land uses next to preserve areas such as parks, trails, and open fields; and managing storm water flows in a manner that maintains or improves water quality in the preserve areas. Specific development standards established for the Project encourage the use of energy-conserving design, require watershed management design standards to protect the area’s watershed, and require all tentative maps to contain urban runoff strategies. Emission reduction measures will be incorporated into the Project design and operation that demonstrate that GHG emissions from Project construction and operation will be reduced by 28.4 percent from business-as-usual emissions levels. These include measures that promote energy efficiency, water conservation and water efficiency, solid waste reduction and recycling, and alternative transportation and motor vehicle efficiency.

11) The Project Will Provide Land Uses That Are Economically Beneficial to the City of Rancho Cordova, and Will Generate Property and Sales Tax Revenues. The City will receive substantial revenue as a result of collecting the following fees, among others, as part of the Project: building fees; school fees; property tax; sales tax; revenue from licenses, permits, impact fees, franchises, fines, forfeitures, penalties, and services generated by the Project’s commercial uses; and miscellaneous revenues from gas tax, vehicle license fees and other moneys reimbursed from the State. The 80 acres of local town center, in particular, will help the City meet the need for local opportunities, stop the leakage of sales tax revenue to jurisdictions outside of the City, and provide a sales tax base for the financial health of the City. The Project’s addition of homes improves the regional balance of housing and jobs by increasing housing opportunities in job-rich Rancho Cordova. This increase in housing will allow for more sales tax revenue to stay in the City by allowing local workers to reside near their jobs.

C. CONCLUSION

As explained above, the City Council has balanced these benefits and considerations against the significant unavoidable environmental effects of the Project, and has concluded that the impacts are outweighed by these benefits, among others. After balancing environmental costs against Project benefits, the City Council has concluded that the benefits the City of Rancho Cordova community and economy will derive from the Project outweigh the risks. The City Council believes the Project benefits outlined above override the significant and unavoidable environmental costs associated with the Project.

ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
ACHP	Advisory Council on Historic Preservation
ACM	asbestos-containing material
ADT	average daily traffic, average daily trips
ADWF	average dry-weather flow
AEP	annual exceedance probability
Aerojet / AJ	Aerojet General Corporation
AFB	Mather Field (formerly Mather Air Force Base)
AFY	acre-feet per year
AF/Ac/Yr	acre-feet per acre per year
ALUC	Airport Land Use Commission
ALUCP	Airport Land Use Compatibility Plan
APE	Area of Potential Effects
AQAP	Air Quality Attainment Plan
ARB	California Air Resources Board
ASTM	American Society for Testing and Materials
AT&T	AT&T Inc. (formerly SBC Communications)
ATCM	Airborne Toxics Control Measure
B	beneficial
B.P.	Before Present (technically, before 1950)
BA	biological assessment
BACT	best available control technology
BMP	best management practice
BO	biological opinion
BOD	biochemical oxygen demand
BP	Business Park
BRA	Baseline Risk Assessment
BRT	Bus Rapid Transit
°C	degrees Celsius
CAA	federal Clean Air Act
CAAA	federal Clean Air Act Amendments
CAAQS	California ambient air quality standards
CaCO ₃	calcium carbonate
Cal-Am	California-American Water Company
Cal/EPA	California Environmental Protection Agency
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
Canal	Folsom South Canal
CAO	Cleanup and Abatement Order
CBC	California Building Standards Code
CCAA	California Clean Air Act
CCN	Cloud Condensation Nuclei

CCR	California Code of Regulations
CDC	California Department of Conservation
CDE	California Department of Education
CDMG	California Division of Mines and Geology
CEQ	U.S. Council on Environmental Quality
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFC	chlorofluorocarbon
CFR	Code of Federal Regulations
cfs	cubic feet per second
CHP	California Highway Patrol
City	City of Rancho Cordova
CIWMA	California Integrated Waste Management Act
CIWMB	California Integrated Waste Management Board
CLUP	Comprehensive Land Use Plan
CMP	Coordinated Monitoring Program
CMU	Commercial Mixed Use
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
CO2	carbon dioxide
County	County of Sacramento
CPP	Cosumnes Power Plant
CRHR	California Register of Historical Resources
CRPD	Cordova Recreation and Park District
CSD-1	County Sanitation District No. 1
CTR	California Toxics Rule
CVP	U.S. Bureau of Reclamation Central Valley Project
CWA	Clean Water Act
DAC	Douglas Aircraft Company
dB	decibels
dbA	A-weighted decibels
dbh	diameter at breast height
DEIR	draft environmental impact report
DEIS	draft environmental impact statement
Delta	Sacramento-San Joaquin Delta
DERA	Sacramento County Department of Environmental Review and Assessment
DFG	California Department of Fish and Game
DHS	California Department of Health Services
DO	dissolved oxygen
DPROS	Sacramento County Department of Regional Parks, Recreation, and Open Space
DS	downstream
DTSC	California Department of Toxic Substances Control

du/ac	dwelling units per acre
DWR	California Department of Water Resources
E.E.S.	Engineering Evaluation Site
ECORP	ECORP Consulting, Inc.
EIR	environmental impact report
EIR/EIS	environmental impact report/environmental impact statement
EIS	environmental impact statement
EM	existing Morrison Creek
EMT	Emergency Medical Technician
EPA	U.S. Environmental Protection Agency
EPS	Economic Planning Systems
ERM	Environmental Resources Management
ES	Elementary School
ESA	federal Endangered Species Act
EZ	existing Zinfandel
FAA	Federal Aviation Administration
FAR	floor area ratio
FCUSD	Folsom Cordova Unified School District
FEIR	final environmental impact report
FEIS	final environmental impact statement
FEMA	Federal Emergency Management Agency
FMMP	Farmland Mapping and Monitoring Program
FHWA	Federal Highway Administration
FIP	Federal Implementation Plan
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FR	Federal Register
FS	feasibility study
FTMS	Federal Test Method Standard
g	acceleration of gravity
GenCorp	GenCorp Realty Investments
GET	groundwater extraction and treatment
GHG	atmospheric greenhouse gases
GIS	geographic information system
gpm	gallons per minute
GPS	global positioning system
GSWC	Golden State Water Company
HABS	Historic American Buildings Survey
HAP	hazardous air pollutant
HCD	California Department of Housing and Community Development
HCM	Highway Capacity Manual
HCP	habitat conservation plan
HCS	Highway Capacity Software
HD	High Density Alternative

HDD	horizontal directional drilling
HDR	High Density Residential
HI	Heavy Industrial
HOV	High-Occupancy Vehicle
HS	High School
HSWA	Hazardous and Solid Waste Amendments
HUD	U.S. Department of Housing and Urban Development
HVAC	heating, ventilation, and air conditioning
Hz	Hertz (unit of measurement)
IM	Impact Minimization Alternative
in/hr	inches per hour
IOC	Initial Operational Capability
IRBM	Intermediate Range Ballistic Missile
IRCTS	Inactive Rancho Cordova Test Site
IS	Initial Study
ISC	Industrial Source Complex Model
ISEO	Imminent and Substantial Endangerment Order
ITE	Institute of Transportation Engineers
IWMP	Integrated Waste Management Plan
JPA	joint powers authority
kV	kilovolt
LAFCO	Local Agency Formation Commission
lb/in	pounds per inch
lb/sf	pounds per square foot
LDR	Low Density Residential
Ldn	day-night average noise level
Leq	energy-equivalent noise level
LI	Light Industrial
LIM	Land Inventory and Monitoring
Lmax	maximum noise level (the maximum instantaneous noise level during a specific period)
Lmin	minimum noise level (the minimum instantaneous noise level during a specific period)
LMNS	Lower Morrison North Creek
LMSS	Lower Morrison South Creek
LOS	level of service
LRT	Light Rail Transit
LSW	Lower Sacramento Watershed
LTC	Local Town Center
LTS	less than significant
LTS(m)	less than significant with mitigation
m	magnitude

MACT	maximum available control technology
MAPA	Mather Airport Policy Area
Mather AFB	Mather Air Force Base (now Mather Field)
MBTA	Migratory Bird Treaty Act
MCL	maximum contaminant level
MDR	Medium Density Residential
MDC	McDonnell Douglas Corporation
MDO	Medium Density Overlay
mgd	million gallons per day
mg/L	milligrams per liter
mg/L-N	milligrams per liter of nitrate
mg/L-P	milligrams per liter of phosphorous
mL	milliliter
MLD	Most Likely Descendant
MMP	Mitigation Monitoring Plan
MMRP	Mitigation Monitoring and Reporting Plan
MP	Industrial Office Park
mph	miles per hour
MPN/100 ml	Most probable number per 100 milliliters
MRZ	mineral resource zone
MS	Middle School
MSDS	Material Safety Data Sheet
MTP	2025 Metropolitan Transportation Plan
MW	megawatt
MX	motocross
NA	not available, not applicable
NAAQS	national ambient air quality standards
NAHC	Native American Heritage Commission
ND	North Douglas Watershed
NEHRP	National Earthquake Hazards Reduction Program
NEHRPA	National Earthquake Hazards Reduction Program Act
NEPA	National Environmental Quality Act
NESHAP	National Emissions Standards for hazardous air pollutants
NF	No Federal Action Alternative
NFIP	National Flood Insurance Program
ng	nanograms
ng/L	nanograms per liter
NGSA	Northern Groundwater Study Area
NHPA	National Historic Preservation Act
NI	no impact
NMFS	National Marine Fisheries Service
NO	nitric oxide
NO2	nitrogen dioxide
NOI	notice of intent
NOP	notice of preparation
NOX	oxides of nitrogen

NP	No Project Alternative
NPDES	National Pollutant Discharge Elimination System
NPL	National Priorities List
NRC	Noise Reduction Coefficient
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
NRPA	National Recreation and Park Association
NTU	Nephelometric turbidity unit
NWP	nationwide permit
O3	ozone
O&M	Operations and Maintenance
OAP	Ozone Attainment Plan
OEHHA	Office of Environmental Health hazard Assessment
OES	Office of Emergency Services
OMU	Office Mixed Use
OPR	Governor's Office of Planning and Research
OS	Open Space/Recreation
OS/P	Open Space/Public
OSHA	Occupational Safety and Health Administration
OU	Operable Unit
PAH	polycyclic aromatic hydrocarbons
PCBs	polychlorinated biphenyls
PCE	perchloroethylene
pc/mi/ln	passenger cars per mile per lane
PCD	Partial Consent Decree
Perc	perchloroethylene
PG&E	Pacific Gas and Electric Company
PM2.5	particulate matter less than or equal to 2.5 microns in diameter; fine particulate matter
PM10	particulate matter less than or equal to 10 microns in diameter; respirable particulate matter
PP	Proposed Project Alternative
ppm	parts per million
P/QP	Public/Quasi Public
PR	Private Recreation
PRG	Preliminary Remediation Goal
PS	potentially significant
psi	pounds per square inch
QU	Holocene-age surficial deposits
RAP	Remedial Action Plan
RAW	Removal Action Workplan
RCRA	Resource Conservation and Recovery Act
RD	Remediation Design

RHNP	Regional Housing Needs Plan
RI	remedial investigation
RI/FS	Remedial Investigation/Feasibility Study
ROD	record of decision
ROG	reactive organic gas
ROW	right-of-way
RT	Sacramento Regional Transit
RTC	Regional Town Center
RWDS	Reports of Waste Discharge
RWQCB	Regional Water Quality Control Board
RWSP	Eastern County Replacement Water Supply Project
S	significant
SACIGSM	Sacramento County Integrated Groundwater and Surface Water Model
SACOG	Sacramento Area Council of Governments
SB	Senate Bill
SBC	SBC Communications (now AT&T Inc.)
SCH	State Clearinghouse
SCS	U.S. Soil Conservation Service (now Natural Resources Conservation Service)
SCSD	Sacramento County Sheriff's Department
SCWA	Sacramento County Water Agency
SDWA	Safe Drinking Water Act
SEL	sound exposure level
SENEL	single-event noise exposure level
sf	square feet
SF	Single Family Residential
SFID	Rancho Cordova School Facility Improvement District
SFPD	School Facilities Planning Division
SGSA	Southern Groundwater Study Area
SIP	State Implementation Plan
SMAQMD	Sacramento Metropolitan Air Quality Management District
SMARA	California Surface Mining and Reclamation Act
SMFD	Sacramento Metropolitan Fire District
SMUD	Sacramento Municipal Utility District
SO2	sulfur dioxide
sp.	species (singular)
SPA	Specific Plan Area
spp.	species (plural)
SQIP	Stormwater Quality Improvement Plan
SR	State Route
SRCSD	Sacramento Regional County Sanitation District
SRWTP	Sacramento Regional Wastewater Treatment Plant
SSCHCP	South Sacramento County Habitat Conservation Plan
ssp.	subspecies
State Parks	California Department of Parks and Recreation

STC	Sound Transmission Class
SU	significant and unavoidable
SU(m)	significant and unavoidable with mitigation
SVAB	Sacramento Valley Air Basin
SVRA	State Vehicular Recreation Area
SWP	State Water Project
SWPPP	storm water pollution prevention plan
SWRCB	State Water Resources Control Board (California)
t	mine and dredge tailings
T1	Laguna Formation
TAC	toxic air contaminant
TAF	thousand acre-feet
TAZ	traffic analysis zones
TCE	trichloroethene
TCR	Transportation Concept Report
TDF	travel demand forecasting
Teichert	Teichert Aggregates, Inc.
TMDL	Total Maximum Daily Load
tpd	tons per day
TPY	tons per year
U.S. 50	U.S. Highway 50
UBC	Uniform Building Code
UCMP	University of California Museum of Paleontology
URBEMIS	Urban Emissions Model
US	upstream watershed
USACE	U.S. Army Corps of Engineers
USB	Urban Services Boundary
USC	United States Code
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UWMP	Urban Water Management Plan
V/C	volume-to-capacity
VC	Village Commercial
VELB	valley elderberry longhorn beetle
VMT	vehicle miles traveled
VOC	volatile organic compound
WDR	waste discharge requirement
WFA	Water Forum Agreement
WGOU	Western Groundwater Operable Unit
WRIME	Water Resources and Information Management Engineering, Inc.
WSA	Water Supply Assessment
WTP	Vineyard Water Treatment Plant
ZDS	Zinfandel Downstream

Zone 40 WSMP
ZUS

Zone 40 Water Supply Master Plan
Zinfandel Upstream Watershed

2064428.12

SUMMARY OF IMPACTS, MITIGATION MEASURES, AND CEQA FINDINGS OF FACT

I. AESTHETICS

Impact 3.1-1: Substantial Adverse Effect on a Scenic Vista. Project implementation would result in the degradation of the visual quality of a scenic vista. Direct significant impact (Project Level and Cumulative Impact).

Mitigation Measures: No feasible mitigation measures are available.

Significance After Mitigation: Significant and unavoidable. *(Project level and cumulative impact (cumulatively considerable))*

Finding: The City finds that mitigating this impact is not feasible; potential mitigation measures are either unenforceable or infeasible. (CEQA Guidelines, § 15091, subd. (a)(3).) This impact would remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: There are no feasible mitigation measures available that could fully reduce impacts associated with alteration of a scenic vista to an urban landscape (degradation of and obstruction of a vast expanse of open area) to a less-than-significant level. Therefore, this impact is considered to be significant and unavoidable.

Impact 3.1-2: Substantial Degradation of Existing Visual Character or Quality of the Site and its Surroundings. Project implementation would substantially degrade the visual character of the SPA to developed urban uses. Direct significant impact (Project Level and Cumulative Impact).

Mitigation Measure 3.1-2: Require Development to Conform with Design Standards Identified in the SunCreek Specific Plan. The project applicants for any particular discretionary development application shall implement design, architectural, development, and maintenance standards identified in the SunCreek Specific Plan. The following shall be implemented:

- Design standards regarding building design, massing, scale, and orientation shall be applied at the interface between the open space preserve and residential and commercial development in order to ensure that project design is compatible with open space preservation and to minimize the visual impacts of the built environment on the open space.
- Automobile, pedestrian, and bicycle trails shall be designed to minimize visual impacts by providing for landscaping, and by keeping streets and paved trails to minimum required widths, where feasible.

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- Landscaping shall be compatible with adjacent preserved areas by emphasizing landscapes that use non-invasive plants native to the region.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before approval of building permits for all structures within all project phases.

Enforcement: City of Rancho Cordova Planning Department.

Significance After Mitigation: Significant and unavoidable. *(Project level and cumulative impact (cumulatively considerable))*

Finding: Implementation of Mitigation Measure 3.1-2, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with Impact 3.1-2. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.1-2 would partially reduce impacts related to the degradation of the local visual resources through conversion of undeveloped rural lands to large-scale urban development. This measure, however, would not fully reduce impacts to a less-than-significant level. Because of the scale of the Project and location of the SPA, there are no feasible mitigation measures available to address aesthetic impacts associated with the conversion of a large expanse of rural land to urban development. Although development in the SPA would conform to design, architectural, development, and maintenance standards identified in the SunCreek Specific Plan, there is no mechanism to allow implementation of the Project while entirely avoiding conversion of the existing visual environment from a rural landscape to an urban landscape. Therefore, the impact would remain significant and unavoidable.

Impact 3.1-3: Temporary, Short-Term Degradation of Visual Character for Developed Project Land Uses During Construction. Project implementation would involve the temporary and short-term use of staging areas for construction equipment and materials, which would be visible to adjacent project land uses that have already been developed (Project Level and Cumulative Impact).

Mitigation Measure 3.1-3: Screen Construction Staging Areas. The project applicants for any particular discretionary development application shall locate staging and material storage areas as far away from sensitive land uses (e.g., residential areas, schools, parks) as feasible. The location of staging and material storage areas shall be approved by the City of Rancho Cordova before the approval of grading plans and building permits for all

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project phases and shall be screened from adjacent occupied land uses in earlier development phases to the maximum extent practicable. Screens may include, but are not limited to, the use of visual barriers such as berms or fences. The screen design shall be approved by the City of Rancho Cordova to further reduce visual effects to the extent feasible.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before approval of building permits for each project phase.

Enforcement: City of Rancho Cordova Planning Department

Significance After Mitigation: Less than significant. (*Project level*) Significant and unavoidable cumulative impact (*cumulatively considerable*).

Finding: Implementation of Mitigation Measure 3.1-3, which has been required or incorporated into the Project, will reduce the Project level impact to a less-than significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

However, even with the implementation of Mitigation Measure 3.1-3, the Project's contribution to cumulative impacts will remain cumulatively considerable, and therefore significant and unavoidable.

Rationale for Finding: Implementation of Mitigation Measure 3.1-3 would reduce significant impacts associated with temporary and short-term visual-quality degradation for developed land uses from concurrent construction activities under the Proposed Project to a less-than-significant level on a Project level by providing visual screening.

Implementation of Mitigation Measure 3.1-2 would partially reduce the Project's cumulatively considerable contribution to cumulative impacts related to the degradation of the local visual resources through conversion of undeveloped rural lands to large-scale urban development. This measure, however, would not fully reduce impacts to a less-than-significant level. Because of the scale of the Project and location of the SPA, there are no feasible mitigation measures available to address this aesthetic impact. Although development in the SPA would conform to screening and other measures identified in the SunCreek Specific Plan, there is no mechanism to reduce the Project's cumulatively considerable contribution to less than significant. Therefore, the impact would remain significant and unavoidable.

Impact 3.1-4: Creation of a New Source of Substantial Light or Glare that would Adversely Affect Day or Nighttime Views in the Area. Project implementation would require lighting of new development, which would cause new and increased sources of light and glare (Project Level and Cumulative Impact).

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Mitigation Measure 3.1-4: Prepare and Implement a Lighting Plan. To reduce impacts associated with light and glare, the project applicants of all project phases shall:

- Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties.
- Place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists.
- For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or brightness (e.g., harsh mercury vapor, low-pressure sodium, or fluorescent bulbs) or that blink or flash.
- Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth-toned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways.
- Design exterior on-site lighting as an integral part of the building and landscape design in the SPA. Lighting fixtures shall be architecturally consistent with the overall site design.
- Lighting of facilities as proposed in the lighting plan shall be consistent with the City's General Plan standards.

A lighting plan for all project elements shall be submitted to the City for review and approval, which shall include the above elements. The lighting plan may be submitted concurrently with other improvement plans, and shall be submitted before the installation of any lighting or the approval of building permits for each phase. The project applicants of all project phases shall implement the approved lighting plan.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before approval of building permits for each project phase.

Enforcement: City of Rancho Cordova Planning Department.

Significance After Mitigation: Less than significant. (*Project level*) Significant and unavoidable cumulative impact (*cumulatively considerable*).

Finding: Implementation of Mitigation Measure 3.1-4, which has been required or incorporated into the Project, will reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

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However, even with the implementation of Mitigation Measure 3.1-4, the Project's contribution to cumulative impacts will remain cumulatively considerable, and therefore significant and unavoidable.

Rationale for Finding: Implementation of Mitigation Measure 3.1-4 would reduce significant impacts associated with effects from new sources of light and glare to a less-than-significant level by requiring the project applicants of all project phases to prepare and implement lighting plan, and by requiring conformance with established City General Plan standards.

Implementation of Mitigation Measure 3.1-4 would partially reduce the Project's cumulatively considerable contribution to cumulative impacts related to new light and glare effects. This measure, however, would not fully reduce impacts to a less-than-significant level. Because of the scale of the Project and location of the SPA, there are no feasible mitigation measures available to address this aesthetic impact. Although development in the SPA would conform to lighting plan mitigation and other measures identified in the SunCreek Specific Plan, there is no mechanism to reduce the Project's cumulatively considerable contribution to less than significant. Therefore, the impact would remain significant and unavoidable.

Impact 3.1-5: New Skyglow Effects. Project implementation would require lighting of new development that would result in the generation of new and increased skyglow effects, obscuring views of stars, constellations, and other features of the night sky (Project Level and Cumulative Impact).

Mitigation Measures: Implement Mitigation Measure 3.1-4.

Significance After Mitigation: Significant and unavoidable (*Project level and cumulative impact (cumulatively considerable)*).

Finding: Implementation of Mitigation Measure 3.1-4, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with Impact 3.1-5. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable on the Project and cumulative level. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.1-4 would partially reduce significant impacts associated with effects from skyglow, but not to a less-than-significant level. Mitigation Measure 3.1-4 would require the development and implementation of an on-site lighting plan and conformance with City General Plan standards. However, because of the scale and location of the SPA, screening or shielding

of light fixtures to direct light downward or the use of low-pressure sodium or other lighting would not reduce the effects of new skyglow on the night sky to a less-than-significant level, and there are no other feasible mitigation measures available. Therefore, impacts would remain significant and unavoidable on both the Project and cumulative level.

II. AIR QUALITY

Impact 3.2-1: Generation of Temporary and Short-Term Construction-Related Emissions of ROG, NOX, PM10, and PM2.5. Project-generated construction activities would result in temporary and short-term emissions of ROG and NOX, ozone precursors, fugitive PM dust and PM exhaust. Emissions of NOx would exceed SMAQMD-recommended thresholds, and PM could substantially contribute to localized concentrations that exceed the NAAQS and CAAQS. Thus, project-generated, construction-related emissions of criteria air pollutants and precursors could violate or contribute substantially to an existing or projected air quality violation, expose sensitive receptors to substantial pollutant concentrations, and/or conflict with air quality planning efforts. (Project Level and Cumulative Impact)

Mitigation Measure 3.2-1a. Implement Measures to Control Air Pollutant Emissions Generated by Construction Activities.

To reduce temporary and short-term construction emissions, the project applicant for any particular discretionary development application shall require their contractors to implement SMAQMD's list of Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices, and Enhanced Exhaust Control Practices (listed below) or whatever feasible mitigation measures are recommended by SMAQMD at the time individual portions of the site undergo construction. In addition to the current SMAQMD-recommended measures, construction operations shall comply with all future additional SMAQMD rules and regulations that may be applicable at the time of construction.

Basic Construction Emission Control Practices

- Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.

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- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the State Airborne Toxics Control Measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.
- Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.

Enhanced Fugitive PM Dust Control Practices – Soil Disturbance Areas

- Water exposed soil with adequate frequency for continued moist soil. However, do not overwater to the extent that sediment flows off the site.
- Suspend excavation, grading, and/or demolition activity when wind speeds exceed 20 mph.
- Install wind breaks (e.g., plant trees, solid fencing) on windward side(s) of construction areas.
- Plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible. Water appropriately until vegetation is established.

Enhanced Fugitive PM Dust Control Practices – Unpaved Roads

- Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.
- Treat site accesses to a distance of 100 feet from the paved road with a 6- to 12-inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.
- Post a publicly visible sign with the telephone number and person to contact at the construction site regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of SMAQMD and the City contact person shall also be posted to ensure compliance.

Enhanced Exhaust Control Practices

- Provide a plan, for approval by the City of Rancho Cordova Community Development Department and SMAQMD, demonstrating that the heavy-duty (50 hp or more) off-road vehicles to be used in the construction Project, including owned, leased, and subcontractor vehicles, will achieve a Project-wide fleet-average 20% NOXNOX reduction and 45% particulate reduction compared to the most current ARB fleet average that exists at the time of construction.
- Acceptable options for reducing emissions may include use of late-model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.
- Submit to the City of Rancho Cordova Community Development Department and SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 hp, that would be used an aggregate of 40 or more hours during any portion of the construction Project. The inventory shall include the horsepower rating, engine production year, and projected hours of use for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the Project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs.

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- Provide SMAQMD, at least 48 hours prior to the use of heavy-duty off-road equipment, with the anticipated construction timeline, including start date and name and phone number of the project manager and on-site foreman. SMAQMD's Construction Mitigation Calculator can be used to identify an equipment fleet that achieves this reduction (SMAQMD 2010a).
- Ensure that emissions from all off-road diesel-powered equipment used on the SPA do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40% opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of the identification of non-compliant equipment.
- Perform weekly visual surveys of all in-operation equipment and provide a monthly summary of the visual survey results to the City and SMAQMD throughout the duration of project construction. The monthly summary will not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. SMAQMD staff and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this mitigation measure shall supersede other SMAQMD or state rules or regulations.
- Comply with any regulation or new guidance applicable to construction emissions that has been adopted by SMAQMD at the time of construction. Compliance with the regulation or new guidance may completely or partially replace this mitigation if it is equal to or more effective than the mitigation contained herein, and if SMAQMD so permits. Such a determination must be approved by SMAQMD.

Mitigation Measure: Implement Portions of Mitigation Measure 3.4-1.

The project applicant for any particular discretionary development application shall implement the following submeasures from Mitigation Measure 3.4-1, which would also reduce construction-related criteria pollutant emissions:

- Improve fuel efficiency from construction equipment by using equipment with new technologies (repowered engines, electric drive trains).
- Use alternative fuels for electricity generation and welding at construction sites (such as propane or solar), use electrical power.
- Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes.
- Use locally sourced materials for construction (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials).
- Use EPA-certified SmartWay trucks for deliveries and equipment transport. Additional information about the SmartWay Transport Partnership Program is available from ARB's Heavy-Duty Vehicle Greenhouse Gas Measure (ARB 2009c) and EPA (2009).

In addition to reducing construction-related GHGs, implementation of Mitigation Measure 3.4-1 would further reduce temporary and short-term construction-related emissions of NOXNOX and PM, but the reductions are not quantifiable because the

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reduction in the direct and indirect emissions of these pollutants due to some displacement of conventional equipment, materials, and material and worker transport-related VMT are unknown at the time of writing of this DEIR/DEIS.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.

Enforcement: City of Rancho Cordova Community Development Department, in consultation with the Sacramento Metropolitan Air Quality Management District.

Mitigation Measure 3.2-1b: Pay Off-Site Mitigation Fee to SMAQMD to Offset NOX Emissions Generated by Construction Activities. Because implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or Increased Development Alternative would result in construction-generated NOX emissions that exceed the SMAQMD threshold of significance, even after implementation of the SMAQMD Enhanced Exhaust Control Practices (listed in Mitigation Measure 3.2-1a), the project applicants shall pay SMAQMD an off-site mitigation fee for implementation of the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or the Increased Development Alternatives for the purpose of reducing NOX emissions to a level that is less than 85 lb/day as required by SMAQMD and described further below.

► The specific fee amounts shall be calculated when the daily construction emissions (after implementation of Mitigation Measure 3.2-1a) can be more accurately determined; that is, if the City certifies the EIR and approves the Project and USACE issues a record of decision on either the Proposed Project, Biological Impact Minimization, Conceptual Strategy, or the Increased Development Alternatives. At that point the City and the project applicants shall develop a detailed construction schedule. Calculation of fees associated with each project development phase shall be conducted by the project applicant in consultation with SMAQMD staff before the approval of grading plans by the City.

► The calculation of daily NOX emissions shall be based on the cost rate established by SMAQMD at the time the calculation and payment are made.

► At the time of writing this EIR/EIS the current mitigation fee rate is \$16,400 per ton of emissions (as of July 1, 2010) plus a 5% administrative fee (SMAQMD 2010b). The determination of the final mitigation fee shall be conducted in coordination with SMAQMD before any ground disturbance occurs for any project phase. Based on information available at the time of writing of this EIR/EIS, and assuming that construction would be performed at a consistent rate over a 20-year period (and averaging of 22 work days per month for six months), it is estimated that the off-site construction mitigation fees would range from \$1,136 to \$35,232 per year, depending on which alternative is selected. These estimates were obtained by multiplying tons in

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excess of the 85 lb/day NO_x threshold for the lowest and highest emitting alternatives (i.e. 0.0005 tons/day for the BIM alternative, and 0.016 tons/day for the ID alternative) by \$16,400/ton, and further multiplying by 22 workdays per month, six months per year; these numbers were then multiplied by 5%, and summed with the previous figure to obtain total annual costs. The mitigation fee is based on the mass quantity of emissions that exceed SMAQMD's daily threshold of significance of 85 lb/day; therefore, the total fees would be substantially greater if construction activity is more intense during some phases and less intense during other phases of the 19-year build out period, and in any event, based on the actual cost rate applied by SMAQMD. Since the fees will be estimated and paid before the grading permit is issued, the applicant may not pay enough for mitigation, or pay too much, and a final adjustment will be made post-construction. (This fee is used by SMAQMD to fund cost-effective projects that reduce NO_x and/or PM_{2.5} in the project study area, to the extent possible, and otherwise within the Sacramento Valley Air Basin.)

Implement Portions of Mitigation Measure 3.4-1.

The project applicants for any particular discretionary development application shall implement the following submeasures from Mitigation Measure 3.4-1, which would also reduce construction-related criteria pollutant emissions:

- ▶ Improve fuel efficiency from construction equipment by using equipment with new technologies (repowered engines, electric drive trains).
- ▶ Use alternative fuels for electricity generators and welders at construction sites such as propane or solar, or use electrical power.
- ▶ Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes.
- ▶ Use locally sourced or recycled materials for construction materials (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials).
- ▶ Use EPA-certified SmartWay trucks for deliveries and equipment transport. Additional information about the SmartWay Transport Partnership Program is available from ARB's Heavy-Duty Vehicle Greenhouse Gas Measure (ARB 2009c) and the EPA (2009).

In addition to reducing temporary and short-term construction-related GHGs, implementation of Mitigation Measure 3.4-1 would further reduce construction-related emissions of NO_x and PM, but the reductions are not quantifiable because the reduction in the direct and indirect emissions of these pollutants due to some displacement of conventional equipment, materials, and material and worker transport-related VMT is unknown at the time of writing of this DEIR/DEIS.

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Implementation: The project applicants for any particular discretionary development application.

Timing: Before the approval of all grading plans by the City and throughout project construction for all project phases.

Enforcement: The City of Rancho Cordova Community Development Department shall not grant any grading permits to the respective project applicant until the respective project applicant has paid the appropriate off-site mitigation fee to SMAQMD.

Significance After Mitigation: Project level – NO_x and ROG are less than significant. PM₁₀ and PM_{2.5} are significant and unavoidable. Cumulative level – ROG, NO_x, PM₁₀ and PM_{2.5} are significant and unavoidable (*cumulatively considerable*).

Finding: On a Project level for NO_x and ROG, implementation of Mitigation Measures 3.2-1a, 3.2-1b, and 3.4-1a, which has been required or incorporated into the Project, will not reduce these impacts to a less-than-significant level. The City hereby directs that these mitigation measures be adopted.

Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with Impact 3.2-1 for PM₁₀ and PM_{2.5} on the Project and cumulative level and NO_x and ROG on a cumulative level. However, no mitigation is available to render these effects less than significant. Therefore, these effects remain significant and unavoidable on the Project and cumulative levels. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: With regard to NO_x emissions associated with construction of on-site elements under the Proposed Project, implementation of Mitigation Measures 3.2-1a and 3.2-1b would reduce the impact to a less-than-significant level. Similarly, with application of District Rule 442, ROG impacts of the Proposed Project would also be less than significant. With regard to PM₁₀ and PM_{2.5} emission concentrations resulting from construction of the SPA, implementation of Mitigation Measures 3.2-1a and portions of 3.4-1 would reduce PM₁₀ and PM_{2.5} concentrations generated during the construction of the on-site elements by up to 75%. However, since applicant has stated that it cannot limit the area disturbed by construction for this Project to 15 acres per day, the City cannot demonstrate at this time that the Project would not contribute to an exceedance of the concentration-based PM thresholds. Therefore, the City conservatively assumes that PM₁₀ and PM_{2.5} are emissions associated with construction of the Proposed Project. The Project's cumulatively considerable contribution to the cumulative impact on NO_x, ROG, PM₁₀ and PM_{2.5} would be significant and unavoidable.

Impact 3.2-2: Generation of Long-Term Operational (Regional) Emissions of ROG, NO_x, PM₁₀, and PM_{2.5}. Operational area- and mobile-source emissions from project implementation would exceed the SMAQMD-recommended threshold of 65

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lb/day for ROG and NOX, and would result in or substantially contribute to emissions that lead to exceedances of the NAAQS or CAAQS for ozone. Operational area- and mobile-source emissions of PM10 and PM2.5 could substantially contribute to emissions concentrations that lead to exceedances of the NAAQS or CAAQS for PM10 and PM2.5. Therefore, project implementation could potentially violate or contribute substantially to an existing or projected air quality violation and conflict with air quality planning efforts in the SVAB

Mitigation Measure 3.2-2: Implement All Measures Prescribed by the Air Quality Mitigation Plan to Reduce Operational Air Pollutant Emissions. To reduce operational emissions, the project applicants for any particular discretionary development application shall implement all measures prescribed in the SMAQMD-approved SunCreek Specific Plan 15 Point Air Quality Mitigation Plan (AQMP) (AECOM 2010), a copy of which is included in Appendix M (to the DEIR/DEIS). The AQMP is intended to improve mobility, reduce VMT, and improve air quality.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before issuance of subdivision maps or improvement plans.

Enforcement: City of Rancho Cordova Community Development Department in consultation with the Sacramento Metropolitan Air Quality Management District.

Significance After Mitigation: PM10 and PM2.5 are less than significant (Project level). PM10 and PM2.5 are cumulatively considerable and significant and unavoidable on a cumulative level. ROG and NOx are significant and unavoidable (Project and Cumulative Level [cumulatively considerable]).

Finding: Implementation of Mitigation Measure 3.2-2, which has been required or incorporated into the Project, will reduce Project impacts due to PM10 and PM2.5 emissions to a less-than-significant level. The City hereby directs that this mitigation measure be adopted.

However, implementation of Mitigation Measure 3.2-2 and other Project measures will not reduce impacts due to NOx and ROG to less than significant on a Project level and less than cumulatively considerable on a cumulative level. Implementation of Mitigation Measure 3.2-2 and other Project measures will not reduce impacts due to PM10 and PM2.5 to less than cumulatively considerable on a cumulative level. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with these emissions. No mitigation is available to render the effects less than significant. Therefore, these effects remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

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Rationale for Finding: Implementation of all air pollutant reduction measures required by Mitigation Measure 3.2-2 would reduce ROG and NOX emissions associated with operation of the Project, but not to a less-than-significant level. While the exact reduction achieved by implementation of Mitigation Measure 3.2-2 cannot be determined, even if operational emissions of ROG and NOX were reduced by 15%, they would still exceed SMAQMD's significance threshold of 65 lb/day. Implementation of the AQMP would not reduce long-term operational impacts of the Project to a less-than-significant level. As a result, this impact would be significant and unavoidable.

Implementation of Mitigation Measure 3.2-2 for PM10 and PM2.5 would reduce these emissions to a less than significant level on a Project, but not on a cumulative level. They will remain cumulatively considerable and significant and unavoidable.

Impact 3.2-4: Exposure of Sensitive Receptors to Temporary and Short-, and Long-Term Emissions of Toxic Air Contaminants. Project implementation would result in exposure of receptors to temporary and short-, and long-term emissions of TACs from on-site stationary and mobile sources and from off-site mobile sources.

Mitigation Measures:

Temporary and Short-Term Emissions from Construction Equipment

Mitigation Measure: Implement Mitigation Measures 3.2-1a and 3.4-1a.

Emissions from On-Site Operational Stationary Sources and Off-Site Operational Mobile Sources

Mitigation Measure: No mitigation measures are required.

Emissions from On-Site Operational Mobile Sources

Mitigation Measure 3.2-4: Implement Measures to Reduce Exposure of Sensitive Receptors to Long-Term Operational Emissions of Toxic Air Contaminants.

► For every proposed commercial or retail land use within 1,000 feet of a sensitive land use that has the potential to emit TACs or host TAC-generating activity (e.g., loading docks, delivery areas that would accommodate more than 100 trucks per day, more than 40 trucks with operating TRUs per day, or where TRU unit operations exceed 300 hours per week), a HRA shall be performed by each individual project applicant to determine whether existing or proposed on-site sensitive receptors will be exposed to TAC emissions that exceed an incremental increase of 10 in 1 million for cancer risk and/or a noncarcinogenic HI of 1.0. If the results of the HRA indicate that the cancer risk or HI exceeds the above-mentioned limits, the individual project applicant shall employ measures to reduce exposures to levels below the limits, which may include one or more of the following: Where necessary to reduce exposure of sensitive receptors to an incremental increase of 10 in 1 million for the cancer risk and/or a noncarcinogenic HI of 1.0, proposed commercial and industrial land uses that would host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time

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through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off.

► Signs shall be posted at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by the California Office of Administrative Law in January 2005.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.

Enforcement: City of Rancho Cordova Community Development Department in consultation with the Sacramento Metropolitan Air Quality Management District.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measures 3.2-1a, 3.4-1a, and 3.2-4, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.2-1a and 3.4-1 would reduce health-related risks associated with the use of off-road diesel-powered equipment during construction activity by reducing DPM emissions. With implementation of these measures, the exposure of receptors to construction-generated TAC emissions is considered to be less than significant.

Implementation of Mitigation Measure 3.2-4 would reduce health-related risks associated with stationary on-site operational sources of TACs to a less-than-significant level because stationary sources of TACs must be permitted by SMAQMD and permit conditions are designed to avoid significant effects. Implementation of Mitigation Measure 3.2-4 would also reduce exposure of receptors to on-site mobile sources of TAC emissions within the SPA to a less-than-significant level by providing specific guidance for future analysis and mitigation measures based on types and locations of future commercial facilities and their proximity to sensitive receptors that is not currently known. In the future, as improvement plans and tentative subdivision map-level plans are prepared, depending on the types and locations of future commercial facilities and their proximity to sensitive receptors, the mitigation provided will direct actions to reduce impacts to a less-than-significant level.

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Impact 3.2-5: Exposure of Sensitive Receptors to Temporary and Short-Term and Long-Term Odorous Emissions. Temporary and short-term construction and long-term operation of the Project could result in the frequent exposure of sensitive receptors to substantial objectionable odor emissions.

Mitigation Measures:

Possible Temporary and Short-Term On- and Off-Site Emissions from Construction Equipment

Mitigation Measure: Implement Mitigation Measures 3.2-1a and 3.4-1a.

Long-Term On-Site Operational Emissions

Mitigation Measure: Implement Mitigation Measure 3.2-4.

Mitigation Measure 3.2-5: Implement Measures to Control Exposure of Sensitive Receptors to On-Site Odorous Emissions.

The project applicants for any particular discretionary development application shall implement the following measures:

- ▶ For new project-generated odor-producing sources, sensitive receptors within the SPA shall be sited as far away as feasible from the new sources, and the following shall also be implemented:
 - The odor-producing potential of land uses shall be considered when the exact type of facility that would occupy areas zoned for commercial or mixed land uses is determined. Facilities that have the potential to emit objectionable odors shall be located as far away as feasible from existing and proposed sensitive receptors.
 - Before the approval of building permits, odor control devices shall be identified to reduce the exposure of receptors to objectionable odors if a potential odor-producing source is to occupy an area zoned for commercial or mixed land uses. The identified odor control devices shall be installed before the issuance of certificates of occupancy for the potentially odor-producing use. The odor-producing potential of a source and control devices shall be determined in coordination with SMAQMD and based on the number of complaints associated with existing sources of the same nature.
 - Truck loading docks and delivery areas shall be located as far away as feasible from existing and proposed sensitive receptors.
 - Signs shall be posted at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by California's Office of Administrative Law in January 2005. (This measure is also required by Mitigation Measure 3.2-3b to limit TAC emissions.)

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- Proposed commercial land uses that have the potential to host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off. (This measure is also required by Mitigation Measure 3.2-3b to limit TAC emissions.)

Implementation: The project applicants for any particular discretionary development application.

Timing: Before the approval of building permits by the City and throughout project construction, where applicable, for all project phases.

Enforcement: City of Rancho Cordova Community Development Department, in consultation with the Sacramento Metropolitan Air Quality Management District.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.2-1a, 3.4-1a, 3.2-4, and 3.2-5, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.2-1a, 3.2-4, and 3.4-1 would reduce temporary and short-term emissions as well as operational mobile-source emissions of DPM, which in turn would reduce odors associated with the use of off-road diesel-powered equipment during construction-related activities to a less-than-significant level.

Implementation of Mitigation Measure 3.2-5 would reduce odors associated with new on-site operational odor sources to a less-than-significant level because odor-control devices would be installed, land uses would be sited to avoid placing sensitive receptors in close proximity to on-site odor emissions, and diesel trucks at commercial loading docks would be required to implement idle reduction controls.

III. BIOLOGICAL RESOURCES

Impact 3.3-1: Loss and Degradation of Jurisdictional Wetlands and Other Waters of the U.S. Implementing the Project would result in the placement of fill material into jurisdictional waters of the U.S., including wetlands subject to USACE jurisdiction under the Federal Clean Water Act. Wetlands and other waters of the U.S. that would be affected by project implementation consist of vernal pool, seasonal wetland, swale, ephemeral drainage, intermittent drainage, pond, and stream.

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Mitigation Measure 3.3-1a: Include in Drainage Plans All Wetlands that Remain On-site, Submit Plans to the City and USACE for Review and Approval, and Implement all Measures in Drainage Plans. To minimize indirect impacts on water quality and wetland hydrology, the project applicants for any particular discretionary development application shall include drainage plans in their improvement plans and shall submit the drainage plans to the City Public Works Department for review and approval. Before approval of these improvement plans, the project applicants for all project phases shall commit to implement all measures in their drainage plans, to avoid and minimize erosion and runoff into Laguna Creek, its tributaries, and all wetlands to remain on-site. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation and the potential discharge of pollutants. See Section 3.9, "Hydrology and Water Quality," for further discussion of the project's NPDES permit and associated Stormwater Pollution Prevention Plan, which would also reduce erosion and siltation.

The Project shall result in no-net change to peak flows into Laguna Creek and associated tributaries off site or in the wetland preserve areas. The applicant shall establish a baseline of conditions for drainage on site. The baseline flow conditions shall be established for 2-, 5-, 10- and 20-year storm events. These baseline conditions shall be used to develop monitoring standards for the stormwater system in the SPA. The baseline conditions, monitoring standards, and a monitoring program shall be submitted to the City for approval. The detention basins shall be designed and constructed so that performance standards described in Section 3.9, "Hydrology and Water Quality" are met. The discharge site into Kite Creek and associated tributaries shall be monitored so that preproject conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measures shall be considered satisfied when the monitoring standards are met for 5 consecutive years without undertaking corrective measures.

Implementation: Project applicants for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state.

Timing: Before the approval of grading or improvement plans or any ground-disturbing activities for any project development phase containing wetland features or other waters of the U.S. The wetland mitigation and monitoring plan must be approved before any impact on wetlands can occur. Mitigation shall be implemented on an ongoing basis throughout and after construction, as required.

Enforcement: Central Valley Regional Water Quality Control Board as appropriate depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes; and the City of Rancho Cordova Planning Department.

Mitigation Measure 3.3-1b: Secure CWA Section 404 Permit and Implement All Permit Conditions, and Ensure No Net Loss of Wetlands and other Waters of the United States and Associated Functions. Before the approval of grading and improvement plans and before any ground-disturbing activity associated with each distinct discretionary development entitlement, the project applicants for any particular discretionary

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development application requiring fill of wetlands or other waters of the U.S. or waters of the state shall obtain all necessary permits under Sections 401 and 404 of the CWA or the state's Porter-Cologne Act for the respective phase. For each respective discretionary development entitlement, all permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured before implementation of any grading activities within 250 feet (or a lesser distance deemed sufficiently protective by a qualified biologist approved by USFWS and USACE) of waters of the U.S. or wetland habitats, including waters of the state, that potentially support Federally listed species, or within 100 feet of any other waters of the U.S. or wetland habitats, including waters of the state. The project applicants shall commit to replace or restore on a "no net loss" of function basis (in accordance with USACE and the Central Valley RWQCB), the acreage of all wetlands and other waters of the U.S. that would be removed, lost, and/or degraded as a result of implementing project plans for that phase.

Wetland habitat shall be restored or replaced at an acreage and location and by methods agreeable to USACE, the Central Valley RWQCB, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes, sufficient to achieve the "no net loss" standard.

As part of the Section 404 permitting process, a draft wetland mitigation and monitoring plan (MMP) shall be developed for the Project and submitted to USACE, the Central Valley RWQCB, and the City for review and approval of those portions of the plan over which they have jurisdiction. The MMP would have to be finalized and approved prior to issuance of a grading permit for any project phase that would adversely affect wetlands or other waters of the U.S. or waters of the state. The MMP shall be implemented before beginning ground-disturbing activities in any project phase that would adversely affect wetlands or other waters of the U.S. or waters of the state. Once the final MMP is approved and implemented, mitigation monitoring shall continue for a minimum of 5 years from completion of mitigation, or approved human intervention (including recontouring and grading), or until the performance standards identified in the approved MMP have been met, whichever is longer.

As part of the MMP, the project applicants shall prepare and submit plans for the creation of aquatic habitat to adequately offset and replace the aquatic functions and services that would be lost at the SPA, account for the temporal loss of habitat, and contain an adequate margin of safety to reflect anticipated success. Restoration of previously altered and degraded wetlands shall be a priority of the MMP for offsetting losses of aquatic functions in the SPA because it is typically easier to achieve functional success in restored wetlands than in those created from uplands. The MMP must demonstrate how the aquatic functions that would be lost through project implementation will be replaced. The habitat MMP for jurisdictional wetland features shall be consistent with USACE's and EPA's April 10, 2008 Final Rule for Compensatory Mitigation for Losses of Aquatic Resources (73 CFR 19594) and USACE's October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions (USACE 2010). According to the Final Rule, mitigation banks should be given preference over other types of mitigation because much of the risk and uncertainty regarding mitigation success is alleviated by the fact that mitigation bank wetlands must be established and demonstrating functionality

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before the USACE will approve the sale of credits. The use of mitigation bank credits also alleviates temporal losses of wetland function while compensatory wetlands are being established. Mitigation banks also tend to be on larger, more ecologically valuable parcels and are subjected to more rigorous scientific study and planning and implementation procedures than typical permittee-responsible mitigation sites (USACE and EPA 2008). Permittee-responsible on-site mitigation areas can be exposed to long-term negative effects of surrounding development, since they tend to be smaller and less buffered than mitigation banks. The Final Rule also establishes a preference for a “watershed approach” in selecting locations for compensatory mitigation project locations, that mitigation selection must be “appropriate and practicable,” and that mitigation banks must address watershed needs based on criteria set forth in the Final Rule. The watershed approach accomplishes this objective by expanding the informational and analytic basis of mitigation project site selection decisions and ensuring that both authorized impacts and mitigation are considered on a watershed scale rather than only project by project. This requires a degree of flexibility so that district engineers can authorize mitigation projects that most effectively address the case-specific circumstances and needs of the watershed, while remaining practicable for the permittee. The majority of the SPA is within the Laguna Creek Watershed, but the northwest portion of the Kamilos property is within the Morrison Creek Watershed. Both of these watersheds are part of the Lower Sacramento River Watershed. As shown in Table 3.3-5, as of the writing of this document, mitigation credits are available within the Laguna Creek Watershed at the Bryte Ranch, Laguna Terrace East, and the Sunrise Douglas Conservation Banks; however, there are no available mitigation credits within the Morrison Creek Watershed. If USACE determines that the use of mitigation bank credits is not sufficient mitigation to offset impacts within the SPA, the October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions requires USACE to specifically demonstrate why the use of bank credits is not acceptable to USACE in accordance with Section 33 CFR 332.3(a)(1).

Mitigation for SunCreek impacts must be consistent with the USACE’s Record of Decision for the Sunridge Properties, as stated below:

The Corps recognizes the significant cumulative loss of vernal pool wetlands within the Mather Core Recovery Area. For future unavoidable impacts to vernal pool wetlands within the Mather Core Recovery Area, including those associated with the Arista del Sol project, compensatory mitigation shall be:

- (1) Based on a method for assessing the functions of all waters of the U.S. on the project site;
- (2) Accomplished at a ratio of greater than 1:1 (final ratio will be based, in part, on wetland functional condition determined during the functional assessment), after considering direct and indirect impacts, temporal loss and difficulties creating vernal pool wetlands; and

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(3) Located in the Mather Core Recovery Area, unless determined impracticable or inappropriate by the Corps.

If the SSHCP is adopted and available before the Project is fully implemented, project applicants may participate in the SSHCP mechanisms, such as payment of fees, purchase of mitigation bank credits, acquisition of conservation easement(s), and/or acquisition of mitigation land(s) in fee title to mitigate project effects on wetland habitats. In the event that mitigation is not available through the SSCHP, the applicants shall mitigate by purchasing a combination of appropriate credits from an agency-approved mitigation bank or providing an agency-approved off-site mitigation area. The applicants' biological consultant, ECORP, has identified a number of mitigation banks whose service areas appear to include the SPA (Table 3.3-5). However, some of these banks are not yet approved and the availability of credits at the other banks is subject to change. Therefore, a combination of mitigation bank credits and permittee-responsible on and off-site mitigation may be necessary to fully offset project impacts on wetlands and other waters of the U.S.

Compensatory mitigation for losses of stream and ephemeral and intermittent drainage channels shall be achieved through in-kind preservation, restoration, or enhancement, as specified in the Final Rule guidelines. The wetland MMP shall address how to mitigate impacts on vernal pool, seasonal wetland, swale, pond, and intermittent and ephemeral stream habitat, and shall describe specific method(s) to be implemented to avoid and/or mitigate any off-site project-related impacts. The wetland compensation section of the habitat MMP shall include the following:

► Compensatory mitigation sites and criteria for selecting these mitigation sites. In General, compensatory mitigation sites should meet the following criteria, based on the Final Rule;

- Located within the same watershed as the wetland or other waters that would be lost, as appropriate and practicable;
- Located in the most likely position to successfully replace wetland functions lost on the impact site considering watershed-scale features such as aquatic habitat diversity, habitat connectivity, available water sources and hydrologic relationships, land use trends, ecological benefits, the likelihood of success and sustainability, and compatibility with adjacent land uses;

► A complete assessment of the existing biological resources in both the on-site preservation areas and off-site compensatory mitigation areas, including wetland functional assessment using the California Rapid Assessment Method (Collins et al. 2008), to establish baseline conditions;

► Specific creation and restoration plans for each mitigation site;

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- ▶ Use of CRAM to compare compensatory wetlands to the baseline CRAM scores from wetlands in the SPA. The compensatory wetland CRAM scores shall be compared against the highest quality wetland of each type from the SPA;
- ▶ CRAM scores, or other wetland assessment protocol scores, from the compensatory wetlands shall be compared against the highest quality wetland scores for each wetland type to document the success of compensatory wetlands in replacing the functions of the affected wetlands to be replaced;
- ▶ Monitoring protocol, including schedule and annual report requirements, and the following elements:
 - Ecological performance standards, based on the best available science, that can be assessed in a practicable manner (e.g., performance standards proposed by Barbour et al. 2007). Performance standards must be based on attributes that are objective and verifiable;
 - CRAM, or other USACE-approved wetland assessment protocol, conducted annually for 5 years after construction or restoration of compensatory wetlands to determine whether these areas are acquiring wetland functions and to plot the performance trajectory of compensatory wetlands over time.

For each phase of development, the project applicants shall secure the permits and regulatory approvals described below and shall implement all permit conditions. All permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured prior to implementing any grading activities within 250 feet of waters of the U.S. or wetland habitats that potentially support federally-listed species. The setback may be reduced to a distance approved by the City and USFWS if a wetland avoidance plan is developed and implemented by a qualified biologist. The wetland avoidance plan must be approved by USFWS and the City and shall demonstrate that all direct and indirect impacts on wetlands will be avoided. Project phases in upland areas with no wetlands or waters of the U.S. within 250 feet, and no overland hydrologic flow patterns, the disturbance of which may affect such waters, may begin construction before these particular permits are obtained. Buffers around wetlands that do not support federally-listed species shall be a minimum of 50 feet from the edge of these features in accordance with conditions of the NPDES permit and associated best management practices (BMPs). Water Quality certification pursuant to Section 401 of the Clean Water Act will be required prior to issuance of a Section 404 permit. Before construction in any areas containing wetland features, the project applicants shall obtain water quality certification for the applicable phase of the Project. Any measures required as part of the issuance of water quality certification shall be implemented.

Implementation: Project applicants for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state.

Timing: Before the approval of grading or improvement plans, or any ground-disturbing activities for any project development phase containing wetland features or other waters

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of the U.S. The MMP must be approved before any impact on wetlands can occur. Mitigation shall be implemented on an ongoing basis throughout and after construction, as required.

Enforcement: U.S. Army Corps of Engineers, Sacramento District; Central Valley Regional Water Quality Control Board as appropriate depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes; and the City of Rancho Cordova Planning

Significance After Mitigation: Significant and unavoidable. (*Project level and cumulative impact (cumulatively considerable)*)

Finding: Implementation of Mitigation Measures 3.3-1a and 3.3-1b, which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with Impact 3.3-1. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measures 3.3-1a and 3.3-1b would reduce direct significant impacts on jurisdictional wetlands and other waters of the U.S. resulting from the Proposed Project, but not necessarily to a less-than-significant level. After a mitigation plan has been accepted by USACE and is implemented as required (including on-site preservation and purchase of credits at a mitigation bank and/or in-lieu fee mitigation), the direct impacts resulting from project implementation could be mitigated by providing "no net loss" of overall wetland acreage resulting from the Project, as required in USACE permit conditions, if a permit is issued. However, USACE requires mitigation resulting in no net loss of wetland functions. Removal of approximately 24 acres of waters of the U.S., including vernal pools and other similar wetland habitats is a substantial loss, especially when considered in the context of rate and acreage of habitat losses in the region and within the Mather Core Area, which is considered vital to the recovery of Federally listed vernal pool fairy shrimp and vernal pool tadpole shrimp. Temporal losses would occur unless all impacts could be mitigated through the purchase of fully functioning, established, in-kind wetlands from an approved mitigation bank and the loss of function would remain significant and unavoidable unless wetland habitat losses were compensated within the Mather Core Area and within the affected watersheds. At this time there are no mitigation credits available within the Mather Core Area, and it appears unlikely that suitable land would be available within the Mather Core Area to feasibly create replacement habitat to offset losses that would result from the Project.

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In addition, indirect impacts would remain significant and unavoidable for the Proposed Project for the following reasons:

- ▶ The extent of habitat loss and degradation is extensive and contributes significantly to the loss of this habitat type in the region and within the Mather Core Area.
- ▶ Vernal pools and other wetland habitats within the wetland preserve and on adjacent parcels could be adversely affected by habitat fragmentation and indirect impacts for which no feasible mitigation measures are available.

Impact 3.3-2: Loss of Sensitive Natural Communities. Implementation of the project would result in modifications to a tributary stream regulated under the California Fish and Game Code and in the loss of riparian scrub habitat considered sensitive by state and local resource agencies and requiring consideration under CEQA.

Mitigation Measures:

Riparian Habitat: No mitigation measures required.

Streambed Alteration: Implement Mitigation Measures 3.3-1a and 3.3-1b.

Mitigation Measure 3.3-2: Secure Section 1602 Streambed Alteration Agreement and Implement all Conditions of the Agreement. A Section 1602 Streambed Alteration Agreement from DFG shall be obtained by the project applicants prior to construction affecting the bed and bank of Kite Creek or the on-site ponds. Issuance of the Streambed Alteration Agreement requires the preparation of a habitat mitigation plan by the project applicants. The habitat mitigation plan would be developed to adequately cover impacts to the stream channel of Kite Creek at adequate ratios as determined by the City in cooperation with DFG. It is likely that mitigation developed for impacts on waters of the U.S. would be satisfactory to mitigate the impacts from streambed alteration and that DFG would not require additional mitigation for the streambed alteration agreement. Any conditions of issuance of the Streambed Alteration Agreement shall be implemented as part of project construction activities that affect any portion of Kite Creek or the on-site ponds.

Implementation: Project applicants for any particular discretionary development application that requires fill or alteration of the bed or bank of Kite Creek or the on-site ponds.

Timing: Prior to any construction within 250 feet of Kite Creek or the on-site ponds

Enforcement: California Department of Fish and Game and the City of Rancho Cordova Planning Department.

Significance after Mitigation: Less than significant

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Finding: Implementation of Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-2, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementing Mitigation Measure 3.3-2 would reduce the direct and indirect significant impact from alteration of Kite Creek and the on-site ponds to a less-than-significant level because it would require the project applicants to consult with and obtain agreements from DFG, which would result in project replacement of stream and pond habitats, including riparian habitats on the banks of the streams and ponds, on a no-net-loss basis, because the project applicants would be required to implement all permit conditions.

Impact 3.3-3: Loss and Degradation of Habitat for Special-Status Wildlife.

Implementation of the project would result in the loss and degradation of habitat for vernal pool invertebrates, VELB, Western spadefoot toad, Western pond turtle, American badger, loggerhead shrike, Swainson's hawk, white-tailed kite, and other raptors. Take of listed species, including vernal pool invertebrates, VELB, and Swainson's hawk, could also occur (*Project level and cumulative impact (cumulatively considerable)*).

Mitigation Measures: Implement Mitigation Measures 3.3-1a, 3.3-1b, 3.3-3a, and 3.3-3b.

Mitigation Measure 3.3-3a: Conduct Preconstruction Surveys for Nesting Swainson's Hawk, White-Tailed Kite, Burrowing Owls, and Other Raptors, and if Found, Establish Appropriate Buffers, and Implement Avoidance or Appropriate Mitigation.

To mitigate impacts on Swainson's hawk and other raptors (including the burrowing owl), the project applicants for any particular discretionary development application shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests on and within 0.5 mile of the SPA and active burrows in the SPA. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction for all project phases. To the extent feasible, guidelines provided in Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in the Central Valley (Swainson's Hawk Technical Advisory Committee 2000) shall be followed for surveys for Swainson's hawk. If no nests are found, no further mitigation is required.

If active nests are found, impacts on nesting Swainson's hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with DFG that reducing the buffer would not result in nest abandonment. DFG guidelines recommend establishing buffers of 0.25- to 0.5-mile, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with DFG, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.

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If active burrows are found, a mitigation plan shall be submitted to the City for review and approval before any ground-disturbing activities. The City shall consult with DFG regarding appropriate mitigation before approving the mitigation plan. The mitigation plan may consist of installation of one-way doors on all burrows to allow owls to exit, but not reenter, and construction of artificial burrows within the project vicinity, as needed; however, burrowing owl exclusions may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within 50 feet of the burrow until young have fledged. Once it is confirmed that there are no owls inside burrows, these burrows may be collapsed.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before approval of grading or improvement plans or any ground-disturbing activities, including grubbing or clearing, for any project phase.

Enforcement: City of Rancho Cordova Planning Department; California Department of Fish and Game (if applicable)

Mitigation Measure 3.3-3b: Prepare and Implement a Swainson's Hawk Mitigation Plan. To mitigate for the loss of Swainson's hawk foraging habitat, the project applicants for any particular discretionary development application shall prepare and implement a Swainson's hawk mitigation plan, including but not limited to the requirements described below.

- ▶ Before the approval of grading and improvement plans or before any ground-disturbing activities, whichever occurs first, the project applicants shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value for Swainson's hawk foraging habitat lost as a result of the project, as determined by the City after consultation with DFG and a qualified biologist.
- ▶ The 1:1 habitat value shall be based on Swainson's hawk nesting distribution and an assessment of habitat quality, availability, and use within the City's planning area. The mitigation ratio shall be consistent with the 1994 DFG Swainson's Hawk Guidelines included in the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo swainsoni*) in the Central Valley of California. Such mitigation shall be accomplished through either the transfer of fee title or a perpetual conservation easement. The mitigation land shall be located within the known foraging area and within Sacramento County. The City, after consultation with DFG, will determine the appropriateness of the mitigation land.
- ▶ Before approval of such proposed mitigation, the City shall consult with DFG regarding the appropriateness of the mitigation. If mitigation is accomplished through conservation easement, then such an easement shall ensure the continued management of

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the land to maintain Swainson's hawk foraging values, including but not limited to ongoing agricultural uses and the maintenance of all existing water rights associated with the land. The conservation easement shall be recordable and shall prohibit any activity that substantially impairs or diminishes the land's capacity as suitable Swainson's hawk habitat.

► The project applicants shall transfer said Swainson's hawk mitigation land, through either conservation easement or fee title, to a third-party, nonprofit conservation organization (Conservation Operator), with the City and DFG named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt nonprofit conservation organization that meets the criteria of Civil Code Section 815.3(a), and shall be selected or approved by the City after consultation with DFG. The City, after consultation with DFG and the Conservation Operator, shall approve the content and form of the conservation easement. The City, DFG, and the Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to assure compliance with the terms of the easement.

► The project applicants, after consultation with the City, DFG, and the Conservation Operator, shall establish an endowment or some other financial mechanism that is sufficient to fund in perpetuity the operation, maintenance, management, and enforcement of the conservation easement. If an endowment is used, either the endowment funds shall be submitted to the City to be distributed to an appropriate third-party nonprofit conservation agency, or they shall be submitted directly to the third-party nonprofit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without prior written approval of the City and DFG.

► If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain, and enforce the interest shall be transferred to another entity acceptable to the City and DFG. The City Planning Department shall ensure that mitigation habitat is properly established and functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before issuance of occupancy permit for Phase 1 and future, subsequent improvement plans.

Enforcement: City of Rancho Cordova Planning Department and California Department of Fish and Game

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Mitigation Measure 3.3-3c: Secure Take Authorization of Federally Listed Vernal Pool Invertebrates and Implement Permit Conditions, Develop and Implement a Habitat Mitigation and Monitoring Plan. No project construction shall proceed in areas supporting potential habitat for Federally listed vernal pool invertebrates or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS) until a biological opinion (BO) and incidental take permit has been issued by USFWS and the project applicant has abided by conditions in the BO, including all conservation and minimization measures. A similar process shall be followed for future subsequent improvement plans, and conservation and minimization measures for those phases shall also be implemented according to the BO. Conservation and minimization measures shall include preparation of supporting documentation describing methods to protect existing vernal pools during and after project construction, a detailed monitoring plan, and reporting requirements. Western spadefoot toad also requires the protection of vernal pool habitat for survival; therefore, implementation of Mitigation Measure 3.3 3c would also reduce impacts to the Western spadefoot toad.

The project applicants shall identify mitigation acceptable to the City, USACE, and USFWS for the impacts to vernal pools and other seasonal wetland habitats that support or potentially support Federally listed vernal pool invertebrates in such a manner that there will be no net loss of habitat (acreage and function) for these species following project implementation. As described under Mitigation Measure 3.3 1a, project applicants shall complete and implement a habitat MMP describing how loss of vernal pool and other wetland habitats shall be offset, including details for creating habitat, accounting for the temporal loss of habitat, performance standards to ensure success, and remedial actions to be implemented if performance standards are not met. Mitigation shall include, where feasible and practicable, preservation and/or restoration of in-kind wetland habitats within the Mather Core Area at ratios satisfactory to ensure no net loss of habitat acreage, function, and value within the Mather Core Area.

The project applicants shall preserve acreage of vernal pool habitat for each wetted acre of any indirectly affected vernal pool habitat at a ratio approved by USFWS at the conclusion of the Section 7 consultation. This mitigation shall occur before the approval of any grading or improvement plans for any project phase that would allow work within 250 feet of such habitat, and before any ground-disturbing activity within 250 feet of the habitat. Unless otherwise agreed to by USFWS, vernal pool habitat within 250 feet of development will be considered indirectly affected. The project applicants will not be required to complete this mitigation measure for direct or indirect impacts that have already been mitigated to the satisfaction of USFWS through another BO or mitigation plan.

A standard set of BMPs shall be applied when working in areas within 250 feet of off-site vernal pool habitat or within any lesser distance deemed by a qualified biologist to constitute a sufficient buffer from such habitat with approval from USFWS. Refer to Section 3.9 "Hydrology and Water Quality" for the details of BMPs to be implemented.

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Implementation: Project applicants for any particular discretionary development application requiring work within 250 feet of aquatic habitat.

Timing: Before the approval of any grading or improvement plans, before any ground-disturbing activities within 250 feet of vernal pool or other seasonal wetland habitat, and on an ongoing basis throughout construction as applicable for all project phases as required by the mitigation plan, biological opinion, and BMPs.

Enforcement: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and City of Rancho Cordova Planning Department.

Mitigation Measure 3.3-3d: Obtain Incidental Take Permit for Impacts to Valley Elderberry Longhorn Beetle and Implement All Permit Conditions. No project construction shall proceed in areas containing VELB habitat (i.e., elderberry shrubs) until a BO and an Incidental Take Permit have been issued by USFWS and the project applicant has abided by all pertinent conditions in the BO relating to the proposed construction, including all conservation and minimization measures. Conservation and minimization measures are likely to include preparation of supporting documentation describing methods for relocating the existing shrub. Relocation of existing elderberry shrubs and planting of new elderberry seedlings shall be implemented on a no-net-loss basis. Detailed information on monitoring success of relocated and planted shrubs, and measures to compensate should success criteria not be met, would also likely be required in the BO. Ratios for mitigation of VELB habitat will ultimately be determined through the Federal ESA Section 7 consultation process with USFWS, but shall be a minimum of “no net loss.”

Implementation: Project applicants of all project phases containing elderberry shrubs.

Timing: As required by the BO and prior to ground-disturbing activities that would remove elderberry shrubs.

Enforcement: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and City of Rancho Cordova Planning Department.

Mitigation Measure 3.3-3e: Conduct Preconstruction Surveys to Avoid Western Pond Turtle. A preconstruction survey for western pond turtle shall be conducted by a qualified biologist prior to work in suitable aquatic habitat. If no pond turtles are observed, no further mitigation is necessary.

If pond turtles are found, they shall be relocated by a qualified biologist to the nearest area with suitable aquatic habitat that will not be disturbed by project-related construction activities.

Implementation: Project applicants for any particular discretionary development application containing suitable aquatic habitat.

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Timing: Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase affecting suitable aquatic habitat.

Enforcement: City of Rancho Cordova Planning Department

Significance After Mitigation: Significant and unavoidable (*Project level and cumulative impact (cumulatively considerable)*).

Finding: Implementation of Mitigation Measures 3.3-1a, 3.3-1b, 3.3-3a, 3.3-3b, 3.3-3c, 3.3-3d, and 3.3-3e, which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level on the Project and cumulative level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with Impact 3.3-3. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: In summary, implementing the Proposed Project would result in direct significant impacts on Federally listed vernal pool invertebrates, Swainson's hawk, and Western spadefoot toad. Implementation of Mitigation Measures 3.3-1a, 3.3-1b, 3.3-3a, 3.3-3b, and 3.3-3c would lessen direct and indirect significant impacts on special-status wildlife; however, this impact would remain significant and unavoidable, except where noted for Western spadefoot toad, VELB, and western pond turtle, because the removal of potential habitat for special-status wildlife and the indirect effects and associated fragmentation of surrounding potentially suitable habitat cannot be fully mitigated.

Impacts to special-status wildlife species could only be fully mitigated through a combination of habitat preservation and restoration in the vicinity of the SPA. While parcels of similar habitat quality are currently present in the project vicinity, these parcels would be of lower value following development of the Project because of the effects of habitat fragmentation and secondary impacts related to the Project. Moreover, there would be a net loss of vernal pool grassland regardless of the acreage preserved, and there is not sufficient undeveloped land in the Mather Core Area or the project vicinity to offset the effects of habitat fragmentation on special-status species, and thus fully mitigate the impact or reduce it to a less-than-significant level.

Impact 3.3-4: Potential for Substantial Interference with the Movement of any Native Resident or Migratory Wildlife Species or with Established Native Resident or Migratory Wildlife Corridors, or to Impede the Use of Native Wildlife Nursery Sites. Project implementation could interfere with the movement of native resident or migratory wildlife species or with established native resident or migratory wildlife corridors. This is a less than significant impact on both a Project and a cumulative level.

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Mitigation Measures: No mitigation measures required.

Finding: Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.)

Impact 3.3.5: Substantial Reduction in the Habitat of a Wildlife Species.

Implementing the Project would substantially reduce the habitat for vernal pool fairy shrimp and vernal pool tadpole shrimp habitat.

Mitigation Measures: Implement Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-3a.

Significance After Mitigation: Significant and unavoidable. (*Project level and cumulative impact (cumulatively considerable)*)

Finding: Implementation of Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-3a, which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with Impact 3.3-5. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementing Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-3a would lessen the significant impact of substantial loss in habitat for vernal fairy shrimp and vernal pool tadpole shrimp, but not to a less-than-significant level. Mitigation Measures 3.3-1a and 3.3-3a would require that aquatic habitat lost or degraded by implementing the Project would be replaced according to USACE's and USFWS's no-net-loss standards. However, the only way to ensure no net loss of habitat acreage is to create aquatic habitats to replace those that would be filled. While created habitats can compensate for the loss of wetted habitat acreage, they cannot be guaranteed to replace the full spectrum of habitat functions and the value of the habitat lost. It is not known if aquatic habitats that might be created to compensate for project losses would support self-sustaining populations of vernal pool tadpole shrimp and vernal pool fairy shrimp and preservation of existing habitats at any ratio would still result in a net loss of habitat for these species. Furthermore, it is unlikely that habitat compensation can be accomplished within the Mather Core Area and mitigation outside of the Mather Core Area cannot fully compensate for the loss of habitat within the core area in terms of its value to vernal pool tadpole shrimp. Therefore, fully compensating for project impacts by preserving existing habitat in the project vicinity and within the Mather Core Area is infeasible and no feasible mitigation exists to reduce this impact to a less-than-significant level. This impact would remain significant and unavoidable.

EXHIBIT 1D**Significant Biological Impacts – Significant and Unavoidable**

The Project will have a cumulatively considerable contribution to the following significant cumulative impacts which are considered significant and unavoidable: Loss or fill of wetlands and waters of the U.S., loss or modification of sensitive natural habitats, decline of special-status plant and animal species in the region, degradation of wildlife habitat, and loss of annual grassland.

Mitigation Measures: Implement Mitigation Measures 3.3-1a, 3.3-1b, 3.3-2, 3.3-3a, 3.3-3b, 3.3-3c, 3.3-3d, and 3.3-3e.

Significance After Mitigation: Cumulatively considerable and significant and unavoidable.

Finding: Implementation of Mitigation Measures 3.3-1a, 3.3-1b, 3.3-2, 3.3-3a, 3.3-3b, 3.3-3c, 3.3-3d, and 3.3-3e., which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with these cumulative impacts on biological resources. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Direct and indirect habitat loss resulting from implementation of the Project would have a cumulatively considerable incremental contribution to the regional loss of the habitat types presented in Table 3.3-7. Therefore, project implementation would result in a cumulatively considerable incremental contribution to the decline of these species in the region. In addition, the Project, when combined with surrounding planned projects, would result in the conversion of large, open habitat landscapes surrounded by other open space to smaller patches of habitat surrounded by urban development. Therefore, aquatic habitats would be confined to small geographic locations and would be more vulnerable to the effect of habitat fragmentation and other indirect impacts. Considering the rate of development in Sacramento County, and specifically within the Morrison and Laguna Creek watersheds, and the limited amount of undeveloped, unspoken-for land that supports existing wetlands that could be preserved, or that is suitable for creation of compensatory aquatic habitats similar to those that would be removed as a result of implementing the Project, it may not be possible to fully mitigate the loss of habitat functions and values provided by the aquatic habitats that would be lost in the SPA. Project implementation would also result in the loss of between 659 and 1,147 acres of annual grassland habitat, which serves as foraging habitat for raptors, including Swainson's hawk, and other grassland associated wildlife species, and nesting habitat for burrowing owl. Therefore, the Project would result in a cumulatively considerable incremental contribution to this cumulatively significant impact from regional loss of this biological resource. Implementation of Mitigation

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Measure 3.3-4 would reduce the direct project-specific impacts on Ahart's dwarf rush and other special-status plant species to a less-than-significant level, and implementing Mitigation Measure 3.3-3d would further reduce the less-than-significant VELB impacts. Implementation of Mitigation Measures 3.3-1a, 3.3-1b, 3.3-2, 3.3-3a, 3.3-3b, 3.3-3c, 3.3-3d and 3.3-3e would reduce but not fully eliminate other project-specific significant impacts to biological resources. Even with implementation of the proposed mitigation and regional enforcement of the USACE "no net loss" standard, the Project would contribute substantially to the diminished value of these resources. The SunCreek Project would result in a cumulatively considerable incremental contribution to significant cumulative biological resources impacts.

IV: CLIMATE CHANGE

Impact 3.4-1: Generation of Short-Term, Construction-Related, and Long-Term Operational GHG Emissions. Project-related construction activities associated with development of the Project would result in increased generation of temporary and short-term construction-related GHG emissions. Operation of the Project over the long term would result in increased generation of GHGs, which would contribute considerably to cumulative GHG emissions. (Cumulative Impact)

Mitigation Measures: Implement Mitigation Measure 3.2-1a.

Mitigation Measure 3.4-1a: Implement Measures to Reduce Construction-Generated GHG Emissions. Prior to releasing each request for bids to contractors for the construction of each development phase, project applicants shall obtain the most current list of construction-related GHG reduction measures that are published by SMAQMD. All feasible measures from this list shall be implemented in the project's construction contract with the selected primary contractor. Project applicants may submit to City and SMAQMD a report that substantiates why specific measures are considered infeasible for construction of that particular development phase and/or at that point in time. The report, including the substantiation for not implementing particular GHG reduction measures, shall be approved by the City in consultation with SMAQMD prior to the release of a request for bids by project applicants for seeking a primary contractor. By requiring that the list of feasible measures be established prior to the selection of a primary contractor, this measure requires that the ability of a contractor to effectively implement the selected GHG reduction measures be inherent to the selection process.

SMAQMD's recommended measures for reducing construction-related GHG emissions at the time of writing this EIR/EIS are listed below (SMAQMD 2010). Those that are duplicative of Mitigation Measure 3.2-1a were removed:

- ▶ Improve fuel efficiency from construction equipment:
 - Train equipment operators in proper use of equipment;
 - Use the proper size of equipment for the job; and

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- Use equipment with new technologies (repowered engines, electric drive trains).
 - ▶ Perform on-site material hauling with trucks equipped with on-road engines (if determined to be less emissive than off-road engines).
 - ▶ Use alternative fuels for generators at construction sites such as propane or solar, or use electrical power.
 - ▶ Use an ARB approved low carbon fuel for construction equipment. (NOx emissions from the use of low carbon fuel must be reviewed and increases mitigated.)
 - ▶ Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes.
 - ▶ Reduce electricity use in the construction office by using compact fluorescent bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones.
 - ▶ Recycle or salvage non-hazardous construction and demolition debris (goal of at least 75% by weight).
 - ▶ Use locally sourced or recycled materials for construction materials (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials). Wood products utilized should be certified through a sustainable forestry program.
 - ▶ Minimize the amount of concrete for paved surfaces or utilize a low carbon concrete option.
 - ▶ Produce concrete on-site if determined to be less emissive than transporting ready mix.
 - ▶ Use SmartWay certified trucks for deliveries and equipment transport.
 - ▶ Develop a plan to efficiently use water for adequate dust control.

Implementation: Project applicants during any particular discretionary development application.

Timing: Before approval of final maps and building permits for all project phases and implementation throughout project construction.

Enforcement: City of Rancho Cordova Community Development Department and SMAQMD.

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Mitigation Measure 3.4-1b: Implement Measures to Reduce Long-Term, Operational GHG Emissions. Project applicants shall submit to the City a list of feasible energy efficient design standards to be considered in the project-specific design review. These energy conservation measures, which will be incorporated into the design, construction, and operational aspects of proposed projects, would result in a reduction in overall project energy consumption and GHGs. The project-specific design review shall further identify potentially feasible GHG reduction measures that reflect the current state of the regulatory environment and available incentives. The City shall review and ensure inclusion of the design features in the Pproject before the applicants can receive the City's discretionary approval for projects developed within the SPA. In determining what measures should appropriately be imposed by the City under the circumstances, the City shall consider the following factors:

- ▶ The extent to which rates of GHG emissions generated by motor vehicles traveling to, from, and within the project site are projected to decrease over time as a result of regulations, policies, and/or plans that have already been adopted or may be adopted in the future by ARB or other public agency pursuant to AB 32, or by EPA;
- ▶ The extent to which mobile-source GHG emissions, which at the time of writing this EIR/EIS comprise a substantial portion of the state's GHG inventory, can also be reduced through design measures that result in trip reductions and reductions in trip length;
- ▶ The extent to which GHG emissions emitted by the mix of power generation operated by SMUD, the electrical utility that will serve the project site, are projected to decrease pursuant to the Renewables Portfolio Standard, as well as any future regulations, policies, and/or plans adopted by the federal and state governments that reduce GHG emissions from power generation;
- ▶ The extent to which any stationary sources of GHG emissions that would be operated on a proposed land use (e.g., industrial) are already subject to regulations, policies, and/or plans that reduce GHG emissions, particularly any future regulations that will be developed as part of ARB's implementation of AB 32, or other pertinent regulations on stationary sources that have the indirect effect of reducing GHG emissions;
- ▶ The extent to which other mitigation measures imposed on the Project to reduce other air pollutant emissions may also reduce GHG emissions;
- ▶ The extent to which replacement of CCR Title 24 with the California Green Building Standards Code or other similar requirements will result in new buildings being more efficient and thus, more GHG-energy efficient; and
- ▶ Whether total costs of proposed mitigation for GHG emissions, together with other mitigation measures required for the proposed development, are so great that a

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reasonably prudent property owner would not proceed with the Project in the face of such costs.

GHG emission reduction strategies and their respective feasibility are likely to evolve over time. Project applicants shall consider and implement, as feasible, the following non-exclusive and non-exhaustive list of measures, listed below. These measures are derived from multiple sources, including the SMAQMD's Draft GHG Measures (SMAQMD 2009); Mitigation Measure Summary in Appendix B of the California Air Pollution Control Officer's Association (CAPCOA) white paper, CEQA & Climate Change (CAPCOA 2009a); CAPCOA's Model Policies for Greenhouse Gases in General Plans (CAPCOA 2009b); the California Attorney General's Office publication entitled The California Environmental Quality Act: Addressing Global Warming Impacts at the Local Agency Level (California Attorney General's Office 2008); and the BAAQMD's CEQA Guidelines (BAAQMD 2010:4-14-4-19).

Projects will be required to implement, to the maximum extent feasible, mitigation measures that, combined with the application of applicable statewide reduction measures, would be sufficient to achieve at least a 28.4% reduction in GHG emissions compared to the unmitigated Project as if it was constructed in compliance with the 2005 (pre-AB 32) regulatory environment.

Energy Efficiency

- ▶ Include clean alternative energy features to promote energy self-sufficiency (e.g., photovoltaic cells, solar thermal electricity systems, small wind turbines).
- ▶ Install solar water heaters.
- ▶ Buildings will be designed to exceed Title 24 building envelope energy efficiency standards by 20%.
- ▶ Require smart meters and programmable thermostats.
- ▶ Perform HVAC duct sealing and conduct periodic inspections.
- ▶ Site buildings to take advantage of shade and prevailing winds and design landscaping and sun screens to reduce energy use. Plant shade trees within 40 feet of the south sides or within 60 feet of the west sides of properties.
- ▶ Install efficient lighting in all buildings (including residential). Also install lighting control systems, where practical. Maximize daylight as an integral part of lighting systems in all buildings.
- ▶ Install cool roof materials (albedo ≥ 30).

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- ▶ Install light-colored “cool” pavements, and strategically located shade trees along all bicycle and pedestrian routes.

Water Conservation and Efficiency

- ▶ With the exception of ornamental shade trees, use water-efficient landscapes with native, drought-resistant species in all public area and commercial landscaping. Use water-efficient turf in parks and other turf-dependent spaces.
- ▶ Install the infrastructure and necessary treatment to use reclaimed water for landscape irrigation and/or washing cars, including installation of rainwater collection systems.
- ▶ Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls.
- ▶ Design buildings and lots to be water-efficient. Only install water-efficient fixtures and appliances.
- ▶ Restrict watering methods (e.g., prohibit systems that apply water to nonvegetated surfaces) and control runoff. Prohibit businesses from using pressure washers for cleaning driveways, parking lots, sidewalks, and street surfaces. These restrictions should be included in the Covenants, Conditions, and Restrictions of the community.
- ▶ Provide education about water conservation and available programs and incentives.
- ▶ To reduce stormwater runoff, which typically bogs down wastewater treatment systems and increases their energy consumption, construct driveways to single-family detached residences and parking lots and driveways of multifamily residential uses with pervious surfaces. Possible designs include Hollywood drives (two concrete strips with vegetation or aggregate in between) and/or the use of porous concrete, porous asphalt, turf blocks, or pervious pavers.
- ▶ Comply with any applicable water conservation ordinances.

Solid Waste Measures

- ▶ Reuse and recycle construction and demolition waste (including but not limited to soil, vegetation, concrete, lumber, metal, and cardboard).
- ▶ Provide interior and exterior storage areas for recyclables, food waste and green waste at all buildings; create food waste and greenwaste curbside pickup.
- ▶ Provide adequate recycling containers in public areas, including parks, school grounds, golf courses, and pedestrian zones in areas of mixed-use development.

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- ▶ Provide education and publicity about reducing waste and available recycling services.

Transportation and Motor Vehicles

- ▶ Promote ride-sharing programs and employment centers (e.g., by designating a certain percentage of parking spaces for ride-sharing vehicles, designating adequate passenger loading and unloading zones and waiting areas for ride share vehicles, and providing a Web site or message board for coordinating ride-sharing).
- ▶ Provide the necessary facilities and infrastructure in all land use types to encourage the use of low- or zero-emission vehicles (e.g., electric vehicle charging facilities and conveniently located alternative fueling stations).
- ▶ Provide the necessary facilities and maintenance for free tire inflation.
- ▶ Provide transit stops with safe and convenient bicycle/pedestrian access. Provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting) in anticipation of future transit service.
- ▶ Daily parking charges for commercial uses (employee parking and retail customers) and free transit passes for residential/commercial uses (commuters and shoppers).
- ▶ Employer provides employees with a choice of forgoing subsidized parking for a cash payment equivalent to the cost of the parking space to the employer.
- ▶ Provide the minimum amount of parking required.
- ▶ At industrial and commercial land uses, all forklifts, “yard trucks,” or vehicles that are predominately used on-site at non-residential land uses shall be electric-powered or powered by biofuels (such as biodiesel [B100]) that are produced from waste products, or shall use other technologies that do not rely on direct fossil fuel consumption.
- ▶ Complete streets to encourage bicycle and pedestrian traffic:
 - Bike lanes and pedestrian sidewalks on both sides of streets;
 - Reduce or eliminate physical barriers between residential and non-residential uses that impede bicycle or pedestrian circulation; and
 - Traffic calming features such as traffic circles.
- ▶ Non-residential projects provide plentiful short-term and long-term bicycle parking facilities to meet peak-season maximum demand.

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- ▶ Non-residential projects provide “end-of-trip” facilities, including showers, lockers, and changing space.
- ▶ Long-term bicycle parking is provided at apartment complexes or condominiums without garages.

In consultation with SMAQMD, a 28.4% reduction will be achieved through implementation of the above-mentioned reduction measures within the context of projects proposed under the Specific Plan, as deemed feasible by the City of Rancho Cordova. This mitigation, in combination with existing and future regulatory measures developed under AB 32, would reduce GHG emissions associated with the operation of development within the SPA under the selected action alternative. The feasibility of potential GHG reduction measures shall be evaluated at the time that projects within the SPA are proposed in order to allow for ongoing innovations in GHG reduction technologies, as well as incentives created in the regulatory environment.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before approval of final maps and/or building permits for all project phases requiring discretionary approval.

Enforcement: City of Rancho Cordova Community Development Department in consultation with SMAQMD

Significance After Mitigation: Cumulatively considerable and significant and unavoidable.

Finding: Implementation of Mitigation Measures 3.2-1a, 3.4-1a, and 3.4-1b, which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with Impact 3.4-1. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project’s benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: In addition to statewide measures, the mitigation measures above would also reduce GHG emissions associated with the Project. While construction mitigation measures and other operational mitigation measures would reduce GHG emissions, it is not possible at this time to develop numeric estimates for the benefits of all mitigation measures. By acknowledging that the regulatory environment will continue to progress and that new GHG reduction technologies will continue to be innovated over

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time, Mitigation Measures 3.4-1a and 1b require the implementation of mitigation measures that are appropriate and feasible for projects developed in the SPA at the time projects are proposed. Although Mitigation Measures 3.4-1a and 1b would require the implementation of all feasible mitigation measures, it is unknown at the time of writing of this document whether the selected measures, in combination with potential GHG offsets and other GHG reductions realized from the regulatory environment that exist during buildout of the SPA, would reduce GHG emissions in a way that is consistent with the significance threshold used in this document.

Based on the Scoping Plan adopted by ARB on December 11, 2008, it is reasonable to expect that the State will make substantial strides in changing the makeup of transportation fuels and power plant fuels to achieve compliance with AB 32. Given the long period of build-out of the project, AB 32 should be effective in reducing GHG emissions from vehicles and power plants during the period of time in which the City approves the vast majority of development entitlements comprising the Proposed Project. As regulations and policies gradually become effective in reducing GHG emissions, the task of achieving the relevant significance threshold should become potentially attainable. However, the precise level of reductions is difficult to calculate for all phases of development. In addition, CEQA Guidelines Section 15091(a)(2) provides that lead agencies may not rely upon mitigation within the responsibility of another public agency. In order to avoid adverse effects related to global climate change, GHG reduction activities are required by nations, states, public sector agencies, and private sector entities that are not within the jurisdiction or control of the City. In particular, the GHG reduction measures under AB 32 are largely controlled by the State agencies. Given the uncertainties in regulatory actions by other agencies, to be conservative, the EIR/EIS concludes that the incremental contribution of the Proposed Project to long-term operational GHG emissions is cumulatively considerable and significant and unavoidable.

V. CULTURAL RESOURCES

Impact 3.5-2: Potential Damage to As-Yet-Undiscovered Cultural Resources Sites. Construction and other earthmoving activities during project implementation could result in damage to as-yet-undiscovered cultural resources.

Mitigation Measure 3.5-2: Reduce Potential Impacts on Cultural Resources through Preconstruction Worker Education and Consultation if Resources are Encountered. Before the start of construction activities, construction worker training shall be presented to all construction personnel involved in earth work, including the site superintendent. This training shall include a presentation and flyer describing the types of resources and the procedures to be followed should resources be encountered. If traces of prehistoric occupation (e.g., midden soils, unusual amounts of shell, artifacts, bone) or historic-era remains (e.g., building or structure traces, concentrations of early-historic-era refuse) are encountered, the City of Rancho Cordova shall be notified and ground-disturbing activities within 50 feet of the find shall cease until a qualified professional archaeologist can determine the nature and potential significance of the find and recommend a

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treatment plan. As suggested by CEQA Guidelines Section 15126.4(b)(3)(A), preservation in place is the preferred method of mitigation for archaeological sites (i.e., avoidance through construction rerouting or revisions). If this is not feasible, a data recovery plan shall be prepared that could include, but is not necessarily limited to, additional archival research and subsurface excavations for archaeological testing and/or data recovery (using techniques outlined in State CEQA Guidelines Sections 15126.4[b], 15064.5, or measures outlined in 36 CFR 800.6). The data recovery plan shall include provisions for adequately recovering the scientifically consequential information from and about the historical resource, and it shall be prepared, submitted to the City for approval, and implemented prior to any excavation being undertaken. The project applicants of all project phases shall be required to implement all recommendations made by the professional archaeologist, as deemed necessary and feasible by the City. Construction work in the vicinity of the find shall not resume until the treatment plan is completed.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before and during all ground-disturbing activities.

Enforcement: City of Rancho Cordova Community Development Department.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.5-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: If an as-yet undiscovered resource were encountered, and it appeared to be eligible for listing on the NRHP or CRHR, then project impacts would be mitigated under Mitigation Measure 3.5-2, using techniques outlined in State CEQA Guidelines CCR Section 15126.4(b) (e.g., preservation, data recovery, recordation) or measures outlined in 36 CFR 800.6. These measures are specifically designed to reduce the impact of a project and therefore would reduce the impact of construction-related activities at the SPA on undiscovered/unrecorded historic cultural resources to a less-than-significant level.

Impact 3.5-3: Potential Damage to Human Remains. Construction and other earthmoving activities during project implementation could result in damage to as-yet-undiscovered human burials.

Mitigation Measure 3.5-3: Provide Preconstruction Worker Education and Stop Potentially Damaging Work if Human Remains are Uncovered During Construction. In accordance with the California Health and Safety Code, if human remains are uncovered

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during ground-disturbing activities, the contractor and/or the project applicants of all project phases shall immediately halt potentially damaging excavation in the area of the burial and shall notify the Sacramento County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (California Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the NAHC by phone within 24 hours of making that determination (California Health and Safety Code Section 7050[c]). Following the coroner's findings, the property owner, contractor, or project applicants of all project phases, an archaeologist, and the NAHC-designated Most Likely Descendant (MLD) shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code (PRC) Section 5097.9.

Upon the discovery of Native American remains, the landowner shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the MLD has taken place. The MLD shall have 48 hours to complete a site inspection and make recommendations after being granted access to the site. A range of possible treatments for the remains, including nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment may be discussed. California PRC Section 5097.9 suggests that the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. The following is a list of site protection measures that the landowner shall employ:

- (1) Record the site with the NAHC or the appropriate Information Center.
- (2) Use an open-space or conservation zoning designation or easement.
- (3) Record a document with the county in which the property is located.

The landowner or landowner's authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify a MLD, or if the MLD fails to make a recommendation within 48 hours after being granted access to the site. The landowner or authorized representative may also reinter the remains in a location not subject to further disturbance if he or she rejects the recommendation of the MLD and mediation by the NAHC fails to provide measures acceptable to the landowner. The project applicants of all project phases shall implement mitigation for the protection of the burial remains. Construction work in the vicinity of the burials shall not resume until the mitigation is completed.

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Implementation: Project applicants for any particular discretionary development application.

Timing: Before the approval of grading plans and during all ground-disturbing activities for all project phases.

Enforcement: City of Rancho Cordova Planning Department.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.5-3, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: If remains human remains were encountered, then implementation of Mitigation Measure 3.5-3 would require the procedures in the California Health and Safety Code outlined above to be followed. These procedures are specifically designed to reduce the impact of project implementation related to human remains and therefore this impact would be reduced to a less-than-significant level.

VII. GEOLOGY, SOILS, MINERALS, and PALEONTOLOGICAL RESOURCES

Impact 3.7-1: Possible Risks to People and Structures Caused by Strong Seismic Ground Shaking. The SPA is located in an area of generally low seismic activity; however, infrastructure on the SPA could be subject to seismic ground shaking from an earthquake along active faults in Lake Tahoe.

Mitigation Measure 3.7-1a: Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations. Before building permits are issued and construction activities begin on any project development phase, the project applicants for any particular discretionary development application shall hire a licensed geotechnical engineer to prepare a final geotechnical subsurface investigation report, which shall be submitted for review and approval to the City of Rancho Cordova Planning Department. The final geotechnical engineering report shall address and make recommendations on the following:

- ▶ site preparation;
- ▶ soil bearing capacity;
- ▶ appropriate sources and types of fill;
- ▶ potential need for soil amendments;
- ▶ road, pavement, and parking areas;
- ▶ structural foundations, including retaining-wall design;
- ▶ grading practices;
- ▶ soil corrosion of concrete and steel;

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- ▶ erosion/winterization;
- ▶ seismic ground shaking;
- ▶ liquefaction; and
- ▶ expansive/unstable soils.

In addition to the recommendations for the conditions listed above, the geotechnical investigation shall include subsurface testing of soil and groundwater conditions, and shall determine appropriate foundation designs that are consistent with the version of the CBC that is applicable at the time building and grading permits are applied for. All recommendations contained in the final geotechnical engineering report shall be implemented by the project applicants of each project phase. Special recommendations contained in the geotechnical engineering report shall be noted on the grading plans and implemented as appropriate before construction begins. Design and construction of all new project development shall be in accordance with the CBC. The project applicants shall provide for engineering inspection and certification that earthwork has been performed in conformity with recommendations contained in the geotechnical report.

Mitigation Measure 3.7-1b: Monitor Earthwork during Earthmoving Activities. All earthwork shall be monitored by a qualified geotechnical or soils engineer retained by the project applicants for any particular discretionary development application. The geotechnical or soils engineer shall provide oversight during all excavation, placement of fill, and disposal of materials removed from and deposited on both on- and off-site construction areas.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before issuance of building permits and ground-disturbing activities.

Enforcement: City of Rancho Cordova Planning Department

Significance after Mitigation: Less than significant

Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b would reduce the potentially significant impact of possible damage to people and structures from strong seismic ground shaking to a less-than-significant level by requiring that the design recommendations of a geotechnical engineer to reduce damage from seismic events be incorporated into buildings, structures, and infrastructure as required by the CBC, and that a geotechnical or soils engineer provide on-site monitoring to ensure that earthwork is being performed as specified in the plans.

EXHIBIT 1D**Impact 3.7-3: Temporary and Short-term Construction-Related Erosion.**

Construction activities during project implementation would involve grading and movement of earth in soils subject to temporary and short-term wind and water erosion hazard.

Mitigation Measure 3.7-3: Prepare and Implement a Grading and Erosion Control Plan. Before grading permits are issued, the project applicants for any particular discretionary development application shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the City Planning Department before issuance of grading permits for all new development. The plan shall be consistent with the City's Grading Ordinance and the state's NPDES permit, and shall include the site-specific grading associated with development for each project phase.

The plans referenced above shall include the location, implementation schedule, and maintenance schedule of all erosion and sediment control measures, a description of measures designed to control dust and stabilize the construction site road and entrance, and a description of the location and methods of storage and disposal of construction materials. Erosion and sediment control measures could include the use of detention basins, berms, swales, wattles, and silt fencing, and covering or watering of stockpiled soils to reduce wind erosion. Soil stabilization measures could include construction of retaining walls and reseeded with vegetation after construction. Stabilization of construction entrances to minimize trackout (control dust) is commonly achieved by installing filter fabric and crushed rock to a depth of approximately 1 foot. The project applicants shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials.

Implementation of Mitigation Measure 3.9-1 (discussed in Section 3.9, "Hydrology and Water Quality") would also help reduce temporary and short-term erosion-related impacts by requiring preparation and implementation of a Storm Water Pollution Prevention Plan with appropriate Best Management Practices.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before the start of construction activities.

Enforcement: City of Rancho Cordova Planning Department

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.7-3, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

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Rationale for Finding: Implementation of Mitigation Measure 3.7-3 along with Mitigation Measure 3.9-1 (discussed in Section 3.9, “Hydrology and Water Quality”), would reduce potentially significant temporary and short-term construction-related erosion impacts to a less-than-significant level because grading and erosion control plans with specific erosion and sediment control measures such as those in Mitigation Measure 3.7-3 or listed in Mitigation Measure 3.9-1 would be prepared, approved by the City, and implemented.

Impact 3.7-4: Potential Geologic Hazards Related to Construction in Unstable Soils. Project elements could be constructed in areas of the SPA that contain unstable soils.

Mitigation Measures: Implement Mitigation Measures 3.7-1a and 3.7-1b.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b would reduce potential geologic hazards from construction in unstable soils to a less-than-significant level because a geotechnical engineer report would be prepared that identifies areas of unstable soils (if any are present) and incorporates requirements to remediate unstable soils, and all earthwork would be monitored by a soils or geotechnical engineer to ensure compliance with Project plans and specifications.

Impact 3.7-5: Potential Damage to Structures and Infrastructure from Construction in Expansive Soils. Portions of the SPA are underlain by soils that have a moderate to high potential for expansion when wet and may result damage to structures.

Mitigation Measures: Implement Mitigation Measures 3.7-1a and 3.7-1b.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.7-1a and 3.7-1b would reduce the potentially significant impact of damage to people and structures from construction in expansive soils to a less-than-significant level by requiring that the design

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recommendations of a geotechnical engineer to reduce damage from expansive soils be incorporated into buildings, structures, and infrastructure as required by the CBC, and that a geotechnical or soils engineer provide on-site monitoring to ensure that earthwork is being performed as specified in the plans.

Impact 3.7-6: Potential Geologic Hazard from Construction in Corrosive Soils.

Most of the soils within which the project components would be constructed are moderately to highly corrosive of concrete and steel, which could subject project facilities to a shorter useful lifespan.

Mitigation Measures: Implement Mitigation Measure 3.7-1a.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.7-1a, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.7-1a would reduce the potentially significant impact of damage to infrastructure from construction in corrosive soils to a less-than-significant level by requiring that a licensed geotechnical engineer perform a site-specific corrosivity evaluation, and requiring that the design recommendations of a geotechnical engineer to reduce damage from corrosive soils be incorporated into project-related infrastructure.

VIII. HAZARDS and HAZARDOUS MATERIALS

Impact 3.8-1: Possible Exposure of Construction Workers, Project Workers, and Residents to Existing Hazardous Materials. The SPA could contain unknown hazardous materials which could affect construction workers and the general public as a result of construction activities.

Mitigation Measure 3.8-1: Prepare a Remedial Action Plan, and Conduct Phase I and/or II Environmental Site Assessments and Implement Required Measures if Stained or Odiferous Soil is Discovered. The project applicants shall implement the following measures before ground-disturbing activities in areas of debris piles, pole-mounted transformers, where demolition will occur, and other areas where evidence of hazardous materials contamination is observed or suspected through either obvious or implied evidence (i.e., stained or odorous soil) to reduce health hazards associated with potential exposure to hazardous substances:

- Prepare a plan that identifies any necessary remediation activities including excavation and removal of contaminated soils and redistribution of clean fill material within the SPA, if necessary. The plan shall include measures for the safe transport, use,

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and disposal of contaminated soil and building debris removed from the SPA. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system. The project applicants shall be required to comply with the plan and applicable Federal, state, and local laws. The plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the SPA at an appropriate off-site disposal facility.

- ▶ If stained or odiferous soil is discovered during project-related construction activities, the project applicants shall retain a registered environmental assessor to conduct a Phase I ESA, and if necessary, Phase II ESAs and/or other appropriate testing. Recommendations in the Phase I and II ESAs to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas.
- ▶ Notify the appropriate Federal, state, and local agencies if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) or if known or previously undiscovered USTs are encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Sacramento County EMD, Central Valley RWQCB, DTSC, and/or other appropriate Federal, state, or local regulatory agencies.
- ▶ Retain a licensed contractor to remove all septic systems in accordance with local, state, and federal regulations.
- ▶ Retain a Cal-OSHA certified Asbestos Consultant before demolition of any on-site buildings to investigate whether any asbestos-containing materials or lead-based paints are present and could become friable or mobile during demolition activities. If any materials containing asbestos or lead-based paints are found, they shall be removed by an accredited contractor in accordance with EPA and Cal-OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The materials containing asbestos and lead shall be disposed of properly at an appropriate off-site disposal facility.

Implementation: Project applicants for any particular discretionary development application

Timing: Before the start of construction activities

Enforcement: Central Valley Regional Water Quality Control Board, California Department of Toxic Substances Control, and/or the appropriate Federal, state, or local regulatory agency.

Significance After Mitigation: Less than significant.

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Finding: Implementation of Mitigation Measure 3.8-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementing Mitigation Measure 3.8-1 would reduce the potentially significant impact from possible human exposure to unknown hazardous materials at the SPA to a less-than-significant level because potentially hazardous materials would be identified; a site management plan that specifies remediation activities and procedures to appropriately identify, stockpile, handle, reuse, and/or remove and dispose of hazardous materials would be prepared and implemented; and hazardous materials that are encountered would be removed and properly disposed of or otherwise remediated by licensed contractors in accordance with Federal, state, and local laws and regulations.

IX. HYDROLOGY and WATER QUALITY

Impact 3.9-1: Potential Temporary, Short-Term Construction-Related Drainage and Water Quality Effects. Construction activities during project implementation would involve extensive grading and movement of earth, which would substantially alter on-site drainage patterns and could generate sediment, erosion, and other nonpoint source pollutants in on-site stormwater that could drain to off-site areas and degrade local water quality.

Mitigation Measure 3.9-1: Acquire Appropriate Regulatory Permits and Prepare and Implement an Erosion and Sediment Control Plan, SWPPP, and BMPs. As required by the Land Grading and Erosion Control Ordinance (Chapter 16.44 of County and City of Rancho Cordova Municipal Codes), projects disturbing 350 cubic yards or more of soil or one or more acres of land shall prepare an erosion and sediment control plan specifying best management practices (BMPs) for erosion and sediment control. This erosion and sediment control plan shall be checked in the field by the City inspector during construction.

Prior to the issuance of grading permits, the project applicants for any particular discretionary development application disturbing one or more acres (including phased construction of smaller areas which are part of the larger project) shall obtain coverage under the SWRCB's NPDES stormwater permit for general construction activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific storm water pollution prevention plan (SWPPP) at the time the NOI to discharge is filed. The project applicants shall also prepare and submit any other necessary erosion and sediment control and engineering plans and specifications for pollution prevention and control to the City of Rancho Cordova Public Works Department. The SWPPP and other appropriate plans shall identify and specify:

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- ▶ The use of an effective combination of robust erosion and sediment control BMPs and construction techniques accepted by the City for use in the project area at the time of construction, that shall reduce the potential for runoff and the release, mobilization, and exposure of pollutants, including legacy sources of mercury from project-related construction sites. These may include but would not be limited to temporary erosion control and soil stabilization measures, sedimentation ponds, inlet protection, perforated riser pipes, check dams, and silt fences;
- ▶ The implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities;
- ▶ The pollutants that are likely to be used during construction that could be present in stormwater drainage and nonstormwater discharges, including fuels, lubricants, and other types of materials used for equipment operation;
- ▶ The means of waste disposal;
- ▶ Spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills;
- ▶ Personnel training requirements and procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and
- ▶ The appropriate personnel responsible for supervisory duties related to implementation of the SWPPP.

Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction/demolition activities and shall be used in all subsequent site development activities. BMPs may include, but are not limited to, such measures as those listed below.

- ▶ Implementing temporary erosion and sediment control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances, in compliance with state and local standards in effect at the time of construction. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, sandbag dikes, and temporary vegetation.
- ▶ Establishing permanent vegetative cover to reduce erosion in areas disturbed by construction by slowing runoff velocities, trapping sediment, and enhancing filtration and transpiration.
- ▶ Using drainage swales, ditches, and earth dikes to control erosion and runoff by conveying surface runoff down sloping land, intercepting and diverting runoff to a

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watercourse or channel, preventing sheet flow over sloped surfaces, preventing runoff accumulation at the base of a grade, and avoiding flood damage along roadways and facility infrastructure.

A copy of the approved SWPPP shall be maintained and available at all times on the construction site.

Implementation: Project applicant(s) for any particular discretionary development application.

Timing: Submittal of the State Construction General Permit NOI and SWPPP (where applicable) and development and submittal of any other locally required plans and specifications before the issuance of grading permits for each particular discretionary development application and implementation throughout project construction.

Enforcement: City of Rancho Cordova Public Works Department, State Water Resources Control Board, and Central Valley Regional Water Quality Control Board.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.9-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.9-1 would reduce the significant temporary, short-term construction-related drainage and water quality impacts to a less-than-significant level by requiring preparation and implementation of a SWPPP with appropriate BMPs such as source control, revegetation, and erosion control, to maintain surface water quality conditions in adjacent receiving waters. Several technical studies have identified that these water quality control features have been successful in controlling water quality and avoiding water quality impacts (metals and organic compounds associated with stormwater are typically lost within the first few feet of the soil of the retention basins associated with groundwater). Further, technical studies associated with the Lahontan Development demonstrated that the use of a variety BMPs such as source control, detention/sedimentation basins, revegetation, and erosion control, have been able to maintain surface water quality conditions in adjacent receiving waters.

Impact 3.9-2: Potential Increased Risk of Flooding and Hydromodification from Increased Stormwater Runoff. Project implementation would increase the amount of impervious surfaces on the SPA, thereby increasing surface runoff. This increase in surface runoff would result in an increase in both the total volume and the peak discharge rate of stormwater runoff, and therefore could result in greater potential for on- and off-site flooding.

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Mitigation Measure 3.9-2: Prepare and Submit Updated Regional Master Drainage Studies and Final Drainage Plans and Implement Requirements Contained in Those Plans. Before approval of the first large lot tentative subdivision map in the SPA, the project applicant(s) shall:

1. Submit an updated Regional Master Drainage Study for the SPA to the City demonstrating to the satisfaction of the City of Rancho Cordova Public Works Department that:

- ▶ The proposed stormwater detention basins are appropriately sized in compliance with the SSQP's NPDES Permit and the draft Hydromodification Management Plan (as finally adopted by the Central Valley RWQCB) so that hydromodification would not increase from predevelopment levels enough to alter existing stream geomorphology. Drainage improvements shall be designed to address hydromodification impacts caused by development using methods approved by the SSQP and/or City of Rancho Cordova Public Works Department;
- ▶ The storm water detention basins will drain by gravity;
- ▶ The storm water detention basins can be designed to minimize long-term maintenance, especially as it relates to the basin outlet structures; and
- ▶ The depth and duration of the existing flooding problem at the Sunrise Boulevard crossing of Laguna Creek is not substantially increased by project development.

2. Prepare and submit a Conditional Letters of Map Revision (CLOMR) to FEMA showing the existing 100-year (0.01 AEP) flood plain for the existing site (existing conditions).

Furthermore, before the approval of grading plans, site improvements, and/or building permits, the project applicants for any particular discretionary development application shall obtain an approved CLOMR from FEMA and submit a final construction level drainage study and plans to the City demonstrating that project-related on-site runoff would be appropriately contained in detention basins or managed with other improvements (e.g., source controls using LID techniques) to maintain peak storm flows at no greater than the level existing before development and to accommodate flows based on a 100-year storm event, as required by the Sacramento County Flood Control Ordinance.

The drainage study and plans shall include all the items required for tentative map level study. In addition, the drainage study and plans shall include, but not be limited to, the following items:

- ▶ An accurate calculation of pre-project and post-project runoff for the final design scenario, obtained using appropriate engineering methods, that accurately evaluates potential changes to runoff, including increased surface runoff;

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- ▶ Runoff calculations for the 10-year and 100-year (0.01 AEP) storm events (and other, smaller storm events as required) shall be performed and the trunk drainage pipeline sizes confirmed based on alignments and finalized detention facility locations;
- ▶ A description of the proposed maintenance program for the on-site drainage system; and
- ▶ City flood control design requirements and measures designed to comply with them.

Implementation of stormwater management BMPs that avoid increases in the erosive force of flows beyond a specific range of conditions shall limit hydromodification and maintain current stream geomorphology. BMPs may include, but are not limited to, the use of LID techniques to limit increases in stormwater runoff at the point of origination (these may include, but are not limited to: surface swales; replacement of conventional impervious surfaces with pervious surfaces [e.g., porous pavement]; impervious surfaces disconnection; and trees planted to intercept stormwater). These BMPs may be designed and constructed in accordance with the forthcoming SSQP Hydromodification Management Plan (to be adopted by the Central Valley RWQCB), as appropriate. The final drainage plan shall demonstrate to the satisfaction of the City of Rancho Cordova Community Development and Public Works Departments that 100-year (0.01 AEP) flood flows would be appropriately channeled and contained, such that the risk to people or damage to structures within or down gradient of the SPA would not occur, and that hydromodification would not be increased from pre-development levels such that existing stream geomorphology would be changed. The range of conditions should be calculated for each receiving water (if feasible), as approved by the SSQP and/or City of Rancho Cordova Public Works Department).

Implementation: Project applicant(s) during each particular discretionary development phase.

Timing: Before approval of grading plans and building permits of all project phases.

Enforcement: City of Rancho Cordova Public Works Department

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.9-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.9-2 would reduce the potentially significant impact associated with the potential increased risk of flooding

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from increased stormwater runoff to a less-than-significant level because the project applicants would demonstrate to the appropriate regulatory agency that the project would conform with applicable state and local regulations regulating surface water runoff, including the procedures outlined in the Sacramento City/County Drainage Manual (County of Sacramento Department of Water Resources 1996), which are designed to meet or exceed applicable state and local regulations pertaining to stormwater runoff. Specific project design standards as required in this mitigation measure would, when implemented, provide flood protection to meet FEMA 100-year (0.01 AEP) flood protection criteria, would safely convey on-site and off-site flows through the SPA, would reduce the effects of hydromodification on stream channel geomorphology, and would prevent substantial increased flood hazard on downstream areas by limiting peak discharges of flood flows to at or below pre-project levels.

Impact 3.9-3: Long-Term Water Quality and Hydrology Effects from Urban Runoff. Project implementation would convert a large area of largely undeveloped land to residential and commercial uses, thereby changing the amount and timing of potential long-term pollutant discharges in stormwater and other urban runoff to Kite Creek, Laguna Creek, and other on- and off-site drainages.

Mitigation Measure 3.9-3: Develop and Implement a BMP and Water Quality Maintenance Plan. Before approval of the final small-lot subdivision map for all project phases, a detailed BMP and water quality maintenance plan shall be prepared by a qualified engineer retained by the project applicants for any particular discretionary development application. Drafts of the plan shall be submitted to the City of Rancho Cordova for review and approval concurrently with development of tentative subdivision maps for all project phases. The plan shall finalize the water quality improvements and further detail the structural and nonstructural BMPs proposed for the Project. The plan shall include the elements described below.

- ▶ A quantitative hydrologic and water quality analysis of proposed conditions incorporating the proposed drainage design features.
- ▶ Predevelopment and postdevelopment calculations demonstrating that the proposed water quality BMPs meet or exceed requirements established by the City of Rancho Cordova and including details regarding the size, geometry, and functional timing of storage and release pursuant to the “Stormwater Quality Design Manual for Sacramento and South Placer Regions” and the draft Hydromodification Management Plan ([SSQP 2007] per NPDES Permit No. CAS082597 WDR Order No. R5-2008-0142, page 46).
- ▶ Source control programs to control water quality pollutants on the SPA, which may include but are not limited to recycling, street sweeping, storm drain cleaning, household hazardous waste collection, waste minimization, prevention of spills and illegal dumping, and effective management of public trash collection areas.

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- ▶ A pond management component for the proposed basins that shall include management and maintenance requirements for the design features and BMPs, and responsible parties for maintenance and funding.
- ▶ LID control measures shall be integrated into the BMP and water quality maintenance plan. These may include, but are not limited to:
 - Surface swales;
 - Replacement of conventional impervious surfaces with pervious surfaces (e.g., porous pavement);
 - Impervious surfaces disconnection; and
 - Trees planted to intercept stormwater.
- ▶ New stormwater facilities shall be placed along the natural drainage courses within the SPA to the extent practicable so as to mimic the natural drainage patterns. The reduction in runoff as a result of the LID configurations shall be quantified based on the runoff reduction credit system methodology described in “Stormwater Quality Design Manual for the Sacramento and South Placer Regions, Chapter 5 and Appendix D4” (SSQP 2007) and proposed detention basins and other water quality BMPs shall be sized to handle these runoff volumes.

Implementation: Project applicant(s) for any particular discretionary development application.

Timing: Prepare plans before the issuance of grading permits for all project phases and implementation throughout project construction.

Enforcement: City of Rancho Cordova Community Development Department and Public Works Department

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.9-3, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.9-3 would reduce the potentially significant impact associated with potential long-term water quality effects of urban runoff to a less-than-significant level because the project applicants of all project phases would develop and implement a BMP and water quality maintenance plan that would demonstrate to the City that the Project would conform to applicable state and

local regulations restricting surface water runoff including the Stormwater Quality Design Manual for the Sacramento and South Placer Regions (SSQP 2007) and the draft Hydromodification Management Plan. The permanent BMPs proposed for the stormwater treatment system and described in detail in the Stormwater Quality Design Manual have been shown to be effective in reducing contaminant levels in urban runoff if designed, constructed, and maintained properly.

XI. NOISE

Impact 3.11-1: Possible Temporary, Short-Term Exposure of Sensitive Receptors to Construction-Generated Equipment Noise. Project implementation would result in temporary, short-term construction activities associated with project development. Project-related construction activities could expose existing off-site and future on-site sensitive receptors to temporary noise levels that exceed the applicable noise standards and/or result in a substantial increase in ambient noise levels.

Mitigation Measure 3.11-1: Implement Measures to Prevent Exposure of Sensitive Receptors to Temporary Construction-Generated Equipment Noise. To reduce impacts associated with noise generated during construction activities, the project applicants for any particular discretionary development application shall conform to the following requirements:

- ▶ Noise-generating construction operations shall be limited to the hours between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday and Sunday.
- ▶ All construction equipment and equipment staging areas shall be located as far as feasible from nearby noise-sensitive land uses.
- ▶ All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- ▶ All motorized construction equipment shall be shut down when not in use to prevent excessive idling noise.
- ▶ The following measures shall be required for exterior activities that involve the use of heavy-duty construction equipment (see Table 3.11-8) located within 800 feet of occupied noise-sensitive daytime land uses (e.g., school classrooms, childcare and convalescent care facilities, inpatient medical facilities, and places of worship):
 - Individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete off-site instead of on-site).

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- Written notification of construction activities shall be provided to all noise-sensitive receptors located within 800 feet of construction activities. Notification shall include anticipated dates and hours during which construction activities are anticipated to occur and contact information, including a daytime telephone number, for the project representative to be contacted in the event that noise levels are deemed excessive. Recommendations to assist noise-sensitive land uses in reducing interior noise levels (e.g., closing windows and doors) shall also be included in the notification.

► To the extent feasible, acoustic barriers (e.g., plywood, sound blankets) shall be constructed to reduce construction-generated noise levels at affected noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment. When installed properly, acoustic barriers can reduce construction noise levels by approximately 8–10 dBA (EPA 1971).

Implementation: Project applicants for any particular discretionary development application.

Timing: During all phases of project construction.

Enforcement: City of Rancho Cordova Planning Department

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.11-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: With implementation of Mitigation Measure 3.11-1, construction would be limited to daytime hours, for which associated noise levels are considered exempt from the provisions of the City Noise Ordinance, and equipment would be properly maintained and sound barriers installed, resulting in levels below the City's noise standards. Therefore, implementation of this mitigation measure would reduce potentially significant impacts from temporary construction noise to a less-than-significant level.

Impact 3.11-3: Possible Long-Term Exposure of Sensitive Receptors to Stationary-Source Noise Generated by On-Site Land Uses During Project Operation. Project implementation would result in increases in on-site stationary-source noise levels associated with the proposed residential, commercial, mixed-use, office/industrial, park, and educational land uses. These stationary noise sources could exceed the applicable noise standards (hourly and maximum) and result in a substantial increase in ambient noise levels.

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Mitigation Measure 3.11-3: Implement Measures to Reduce Potential Exposure of Sensitive Receptors to Stationary Source-Generated Noise. To reduce potential long-term exposure of sensitive receptors to noise generated by project-related stationary noise sources, the City shall evaluate individual facilities, subdivisions, and other project elements for compliance with the City Noise Ordinance and policies contained in the City General Plan at the time that tentative subdivision maps and improvements plans are submitted. All project elements shall comply with City noise standards. The project applicants for any particular discretionary development application shall implement the following measures to assure maximum reduction of project interior and exterior noise levels from operational activities.

- ▶ The proposed land uses shall be designed so that on-site mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational-use areas) are located as far as feasible from or shielded from nearby noise-sensitive land uses.
- ▶ Residential air conditioning units shall be located a minimum of 10 feet from adjacent residential dwellings, including outdoor entertainment and relaxation areas, or shall be shielded to reduce operational noise levels at adjacent dwellings or designed to meet City noise standards. Shielding may include the use of fences or partial equipment enclosures. To provide effectiveness, fences or barriers shall be continuous or solid, with no gaps, and shall block the line of sight to windows of neighboring dwellings. (Achievable noise reductions from fences or barriers can vary, but typically range from approximately 5 to 10 dBA, depending on construction characteristics, height, and location.)
- ▶ To the extent feasible, residential land uses located within 2,500 feet of and within the direct line of sight of major noise-generating commercial uses (e.g., loading docks and equipment/vehicle storage repair facilities,) shall be shielded from the line of sight of these facilities by construction of a noise barrier. To provide effectiveness, noise barriers shall be continuous or solid, with no gaps, and shall block the line of sight to windows of neighboring dwellings. (Achievable noise reductions from barriers can vary, but typically range from approximately 5 to 10 dBA, depending on construction characteristics, height, and location.) The applicant shall retain the services of a professional acoustician to determine the design and location of noise barriers to be constructed prior to City issuance of building permits or improvement plans.
- ▶ Dual-pane, noise-rated windows; mechanical air systems; exterior wall insulation; and other noise-reducing building materials shall be used.
- ▶ Routine testing and preventive maintenance of emergency electrical generators shall be conducted during the less sensitive daytime hours (i.e., 7 a.m. to 6 p.m.). All electrical generators shall be equipped with noise control (e.g., muffler) devices in accordance with manufacturers' specifications.

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In addition, the City shall seek to reduce potential long-term exposure of sensitive receptors to noise generated by project-related stationary noise sources from public activities on school grounds, in neighborhood and community parks, and in open-space areas. Specifically, the City shall encourage the controlling agencies (i.e., schools and park and recreation districts) to implement measures to reduce project-generated interior and exterior noise levels to within acceptable levels, including but not limited to the following:

- ▶ On-site landscape maintenance equipment shall be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications.
- ▶ For maintenance areas located within 500 feet of noise-sensitive land uses, the operation of on-site landscape maintenance equipment shall be limited to the least noise-sensitive periods of the day, between the hours of 7 a.m. and 7 p.m.
- ▶ Outdoor use of amplified sound systems within 500 feet of noise-sensitive land uses shall be permitted only between 7 a.m. and 10 p.m. Sunday through Thursday, and between 7 a.m. and 11 p.m. on Friday and Saturday.

Implementation: Project applicants for any particular discretionary development application.

Timing: During design review and before the approval of all subdivision maps and improvement plans, where applicable for all project phases. For measures that the City should encourage other agencies to undertake, before the approval of final maps for all project phases for noise-generating school and park and recreation sites.

Enforcement: City of Rancho Cordova Building and Safety, and Planning Departments; Cordova Recreation and Park District; Elk Grove Unified School District.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.11-3, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Compliance with the City Noise Ordinance and Mitigation Measure 3.11-3, which requires implementation of additional measures for the control of stationary-source noise, would reduce stationary-source noise levels to a less-than-significant level.

Impact 3.11-5: Compatibility of Proposed On-Site Land Uses with the Ambient Noise Environment. The Project includes development of on-site noise-sensitive land

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uses that could be exposed to noise levels that exceed the noise standards set forth in the City's General Plan Noise Element.

Mitigation Measures: Implement Mitigation Measure 3.11-3.

Mitigation Measure 3.11-5: Implement Measures to Improve Land Use Compatibility with Noise Sources. To meet City noise standards set forth in the City General Plan and Noise Ordinance and improve compatibility between Project land uses and noise sources, the project applicants for any particular discretionary development application for all project phases shall implement the following:

► Obtain the services of a qualified acoustical consultant to develop noise attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will provide a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms).

► When a project alternative is adopted, and prior to the submittal of small-lot tentative subdivision maps and improvement plans, the project applicants shall conduct a site-specific acoustical analysis to determine predicted roadway noise impacts attributable to the Project, taking into account site-specific conditions (e.g., site design, location of structures, building characteristics). The acoustical analysis shall evaluate stationary- and mobile-source noise attributable to the proposed use or uses and impacts on nearby noise-sensitive land uses, in accordance with adopted City noise standards. For any noise impacts identified in the acoustical analysis that would be greater than City noise standards, the project applicant shall submit a noise reduction plan to reduce any identified impacts above adopted City noise standards. The noise reduction plan shall be reviewed and approved by the City and its implementation shall be required as a condition of approval of tentative maps or improvement plans. Feasible measures to be included in the noise reduction plan to reduce project-related noise impacts may include, but are not limited to, the following:

- Limiting noise-generating operational activities associated with proposed commercial land uses, including truck deliveries;
- Construction of exterior sound walls;
- Use of "quiet pavement" (e.g., rubberized asphalt) construction methods; or
- Use of increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; exterior wall insulation); and
- Installation of noise barriers ranging from 6 to 14 feet in height to reduce exterior noise levels to the normally acceptable noise standard of 60 dBA CNEL at noise-

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sensitive locations. Noise barriers in excess of 10 feet may not be considered desirable or feasible.

Where noise barrier heights are not feasible, the City may, at its discretion, require the project applicant to instead achieve the conditionally-acceptable noise level of 65-dBA CNEL at noise-sensitive locations, provided that interior noise levels are in compliance with the City's 45-dBA Ldn interior noise level standard. Noise barriers ranging from 6 to 10 feet in height would be required to reduce exterior noise levels to a conditionally acceptable level of 65-dBA CNEL at noise-sensitive locations relative to the corresponding roadway segment.

As an alternative, site design may be taken into consideration to reduce noise levels within compliance of applicable noise standards. Where noise levels require sound walls in excess of a desirable height deemed by the City, residential areas may be redesigned so that houses front the noise source. For example, fronting the residences to the noise source would achieve a 5-dBA to 8-dBA reduction in traffic noise levels due to shielding provided by the intervening residential building facade at the outdoor activity area. Another alternative would be to increase minimum setback distances from the noise source.

Implementation: Project applicants of any particular discretionary development application.

Timing: Before the recordation of final maps and during all project construction activities for all project phases where applicable.

Enforcement: City of Rancho Cordova Planning Department.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.11-3 and 3.11-5, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measures 3.11-3 and 3.11-5 would be effective in reducing the significant interior and exterior noise level impacts of the proposed development to less-than-significant levels because the installation of noise barriers, inclusion of higher STC-rated window assemblies of second and third floor façades within the 70-dBA Ldn traffic noise contour, or other alternatives such as site redesign or setbacks, would reduce traffic noise levels to City standards at affected receptors.

Impact 3.11-6: Possible Exposure of Sensitive Receptors to Groundborne Noise and Vibration Levels Caused by Construction Activities. Implementation of the Project

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could result in exposure of sensitive noise receptors to groundborne noise and vibration levels that exceed the Federal Transit Administration and Caltrans guidelines.

Mitigation Measure 3.11-6: Implement Measures to Prevent Exposure of Sensitive Receptors to Temporary Construction-Generated Groundborne Noise and Vibration. To reduce impacts associated with groundborne noise and vibration generated during construction activities, the project applicants for all project phases shall conform to the following requirements:

- ▶ To the extent feasible, bulldozing operations shall occur greater than 100 feet from occupied vibration-sensitive receptors (e.g., residences, schools).
- ▶ All construction equipment and equipment staging areas shall be located as far as feasible from nearby vibration-sensitive land uses.

Implementation: Project applicants of any particular discretionary development application.

Timing: During all phases of project construction.

Enforcement: City of Rancho Cordova Planning Department

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.11-6, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.11-6 would reduce potentially significant impacts from temporary construction groundborne noise and vibration to a less-than-significant level because construction would be required to occur 100 feet from occupied, vibration-sensitive receptors, to the extent feasible, to ensure Caltrans and FTA standards are met.

CUMULATIVE NOISE IMPACTS

Temporary, Short-Term Exposure of Sensitive Receptors to Increased Equipment Noise from Construction. Project implementation would result in temporary, short-term construction activities associated with project development. Project-related construction activities could expose existing off-site and future on-site sensitive receptors to temporary noise levels that exceed the applicable noise standards and/or result in a substantial increase in ambient noise levels. The Project's construction noise generation could combine with significant construction-noise impacts associated with related nearby projects because of the anticipated substantial increase in ambient noise levels for

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existing and future adjacent sensitive receptors to construction areas during daytime hours.

Mitigation Measure - Implementation of Mitigation Measure 3.11-1.

Significance After Mitigation: Cumulatively considerable and significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.11-1, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with this cumulative impact. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Significant cumulative noise impacts associated with construction activities could occur from continued construction phasing of the SunCreek Project and the adjacent related projects. Any of the projects within the Sunrise Douglas Community Plan area (labeled as projects 10 through 21 on Exhibit 3.0-1 in Section 3.0 of the DEIR/DEIS, "Approach to the Environmental Analysis and the Cumulative Context), the proposed Arboretum and Cordova Hills projects, and new development in the Kiefer Landfill Special Planning Area, are all close enough to the Project site to have an additive effect from construction noise sources. Although implementation of Mitigation Measure 3.11-1 would reduce project-related construction-noise impacts to a less-than-significant level, it cannot be assumed that the aforementioned projects would include mitigation measures to reduce those related projects' contribution to cumulative construction noise impacts. Therefore, the Project could result in a cumulatively considerable incremental contribution to significant cumulative noise impacts from construction noise on sensitive receptors.

Temporary, Short-Term Exposure of Sensitive Receptors to Potential Groundborne Noise and Vibration from Construction

Construction of the Project would result in a significant impact from temporary, short-term groundborne noise and vibration levels in the immediate vicinity and possibly during the same time frame as the related projects. Groundborne noise and vibration levels from construction of the project and related projects may result in a significant cumulative impact.

Mitigation Measure - Implementation of Mitigation Measure 3.11-6.

Significance After Mitigation: Cumulatively considerable and significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.11-6, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effect associated with this cumulative impact. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Significant cumulative impacts from groundborne noise and vibrations associated with construction activities could occur from continued construction phasing of the SunCreek Project and the adjacent related projects. Any of the projects within the Sunrise Douglas Community Plan area (labeled as projects 10 through 21 on Exhibit 3.0-1 in Section 3.0 of the DEIR/DEIS, "Approach to the Environmental Analysis and the Cumulative Context), the proposed Arboretum and Cordova Hills projects, and new development in the Kiefer Landfill Special Planning Area, are all close enough to the Project site to have an additive effect from construction groundborne noise and vibration sources. Construction activities would result in varying degrees of temporary groundborne noise and vibration, depending on the specific construction equipment used and activities involved (see, for example, Table 3.11-11 of DEIR/DEIS) and detailed information is not available at this time. Although implementation of Mitigation Measure 3.11-6 would reduce project-related construction-groundborne noise and vibration impacts to a less-than-significant level, it cannot be assumed that the aforementioned projects would include mitigation measures to reduce those related projects' contribution to cumulative construction groundborne noise and vibration impacts. Therefore, the Project could result in a cumulatively considerable incremental contribution to significant cumulative noise impacts from construction groundborne noise and vibration impacts on sensitive receptors.

Long-Term Exposure of Sensitive Receptors to Increased Stationary-Source Noise

Stationary-source noise associated with the SunCreek Project and the related projects could potentially result in exceedance of the City's noise regulations at sensitive receptors. Increased stationary source noise from the Project and related projects may result in a significant cumulative impact due to long-term exposure of sensitive receptors.

Mitigation Measure - Implementation of Mitigation Measure 3.11-3.

Significance After Mitigation: Cumulatively considerable and significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.11-3, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations

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have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with this cumulative impact. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.11-3 would reduce project-generated stationary-source noise impacts to a less-than-significant level. The noise from any stationary noise sources associated with the related projects could be controlled at the source by means of noise walls, enclosures, and site planning, but there is no guarantee that all the related projects would include such noise controls as part of their proposals. Therefore, significant cumulative noise impacts associated with stationary noise sources at the related projects could occur. Projects within the Sunrise Douglas Community Plan area and the Arboretum project are close enough to the SunCreek Project site to have an additive effect from stationary noise sources. Thus, project implementation could result in a cumulatively considerable incremental contribution to significant cumulative stationary-source noise impacts.

Cumulative Traffic Noise Levels on Area Roadways

Traffic noise levels on area roadways associated with the SunCreek Project and the related projects could potentially result in exceedance of the City's noise regulations at sensitive receptors. Increased traffic noise levels on area roadways from the Project and related projects may result in a significant cumulative impact due to exposure of sensitive receptors.

Mitigation Measure CUM Noise-1: Implement Measures to Reduce Exposure of Sensitive Receptors to Project-Generated Increases in Operational Traffic Noise Levels on Area Roadways.

To meet applicable City noise standards and to reduce increases in traffic-generated noise levels at on-site noise-sensitive uses along Kiefer Boulevard, the project applicant (Shalako) of on-site residential areas adjacent to Kiefer Boulevard between Zinfandel Drive and Sunrise Boulevard and between Sunrise Boulevard and Rancho Cordova Parkway shall implement the following:

- Obtain the services of a consultant (such as a licensed engineer or licensed architect) to develop noise-attenuation measures for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) that will produce a minimum composite Sound Transmission Class (STC) rating for buildings of 30 or greater, individually computed for the walls and the floor/ceiling construction of buildings, for the proposed construction of on-site noise-sensitive land uses (i.e., residential dwellings and school classrooms) adjacent to Kiefer Boulevard.

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► Prior to submittal of tentative subdivision maps and improvement plans, the Phase 1 project applicant (Shalako) shall demonstrate that project-generated operational traffic noise levels at on-site sensitive receptors along Kiefer Boulevard have been reduced such that City of Rancho Cordova noise standards are met by implementing one or more of the following:

- Construct exterior sound walls;
- Construct barrier walls and/or berms with vegetation;
- Use “quiet pavement” (e.g., rubberized asphalt) construction methods; or
- Use increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; thicker exterior wall insulation).

Implementation: Project applicant of development Phase 1 (Shalako parcel).

Timing: During design review and before the approval of all subdivision maps and improvement plans, where applicable for Project Phase 1.

Enforcement: City of Rancho Cordova Planning Department.

Significance after Mitigation: Less than cumulatively considerable.

Finding: Implementation of Mitigation Measure CUM Noise-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level (less than cumulatively considerable). The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Cumulative Mitigation Measure Noise-1 would reduce impacts from traffic noise on sensitive receptors levels along Kiefer Boulevard between (1) Zinfandel Drive and Sunrise Boulevard, and (2) between Sunrise Boulevard and Rancho Cordova Parkway to a level that is less than cumulatively considerable because buildings that will house sensitive land uses would be constructed with a minimum composite STC rating of 30 or greater, and one or more types of sound attenuation would be employed, such as construction of exterior sound walls, barrier walls and/or berms, quiet pavement, etc.

XIV: PUBLIC SERVICES

Impact 3.14-1: Possible Temporary Reduction in Emergency Response Services During Construction. Project implementation could obstruct roadways in the project vicinity during construction, potentially obstructing or slowing emergency vehicles attempting to access the area.

Mitigation Measure 3.14-1: Prepare and Implement a Construction Traffic Control Plan. The project applicant for any particular discretionary development application shall

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prepare and implement traffic control plans for construction activities that may affect road rights-of-way. The traffic control plans must follow any applicable standards of the agency responsible for the affected roadway and must be approved and signed by a professional engineer. Measures typically used in traffic control plans include advertising of planned lane closures, warning signage and a flagperson to direct traffic flows when needed, and shall also address methods to ensure continued access by emergency vehicles. During project construction, access to existing land uses shall be maintained at all times, with detours used as necessary during road closures. Traffic control plans shall be submitted to the City of Rancho Cordova Public Works Department for review and approval before the approval of all project plans or permits, for all project phases where implementation may cause impacts on traffic.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before the approval of all relevant plans and/or permits and during construction of all project phases.

Enforcement: City of Rancho Cordova Public Works Department.

Significance After Mitigation: Less than significant

Finding: Implementation of Mitigation Measure 3.14-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.14-1 would reduce significant impacts associated with decreased emergency response times during construction to a less-than-significant level by requiring preparation and implementation of a construction traffic control plan that would provide for adequate emergency access during construction activities.

Impact 3.14-2: Increased Demand for Fire Protection Facilities, Systems, Equipment, and Services. Project development would result in increased demand for fire protection facilities and services, potentially resulting in the need for additional staff and equipment to maintain an adequate level of service.

Mitigation Measure 3.14-2: Incorporate California Fire Code and Sacramento Metropolitan Fire District (SMFD) Fire Prevention Standards into Project Design and Submit Project Design to the SMFD for Review and Approval. To reduce impacts related to the provision of new fire services, the project applicant for any particular discretionary development application shall incorporate all applicable California Fire Code and SMFD Fire Prevention Standards into their project designs and shall prepare improvement plans

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for review and approval by the SMFD before issuance of building permits by the City of Rancho Cordova Building and Safety Department.

Improvement plans shall show fire hydrant locations and details. SMFD notes shall be shown on the plans or improvement drawings. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the route of fire apparatus access roadways as detailed in Fire Prevention Standard 441.1051. The required fire hydrants shall be installed and operational prior to any construction. A letter from the Sacramento County Water Agency shall be obtained verifying that adequate water is available for fire flow.

Improvement plans shall show access design as described by Fire Prevention Standard 444.302 ("Fire Apparatus Access Roads"). These plans shall describe access-road length, dimensions, and finished surfaces for firefighting equipment. If security gates are installed at the SPA, the project applicant shall obtain a copy of the Sacramento County Fire Code, Amendment VII, "Emergency Access Gates and Barriers." The design of the entry shall conform to this standard.

As required by the City General Plan, new commercial and industrial development, as well as multifamily residential development with five or more units, shall incorporate on-site fire suppression systems into project designs. On-site equipment and facilities would be consistent with industry standards and approved by SMFD.

The City shall not authorize the occupancy of any structures until the project applicants have obtained a Certificate of Release (Standard 441.105, "Certificate of Release—Residential") from SMFD verifying that all fire prevention items have been addressed on-site to the satisfaction of SMFD.

Information regarding the possible inclusion or utilization of Mello-Roos or other special assessment mechanism shall be provided to the fire district for the possible inclusion of a "Special Fire Tax" within the Mello-Roos area/assessment area.

Implementation: Project applicants for any particular discretionary development application.

Timing: Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.

Enforcement: SMFD and City of Rancho Cordova Building and Safety Department.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.14-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that

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changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.14-2 would reduce significant impacts associated with the increased demand for fire protection facilities, systems, equipment, and services to a less-than-significant level by requiring that applicable California Fire Code and SMFD Fire Prevention Standards are incorporated into the project design, along with review and approval of project plans by the SMFD and City of Rancho Cordova Building and Safety Department prior to issuance of building permits, occupancy permits, or final inspections.

Impact 3.14-3: Increased Demand for Fire Flow. Project implementation would include the development of residential, commercial, school, and other uses that would require adequate available water flow for fire suppression. Lack of adequate fire flow would impede effective fire suppression in the SPA.

Mitigation Measures: Implement Mitigation Measure 3.14-2.

Significance After Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.14-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.14-2 would reduce impacts associated with increased demand for fire flow to a less-than-significant level because verification from the SMFD that adequate water supply is available would be obtained prior to approval of improvement plans, and Project fire flow design would be based on specification requirements included in the California Fire Code and SMFD Fire Prevention Standards, and reviewed and approved by the City.

XV: TRAFFIC and TRANSPORTATION

Impact 3.15-1: Increases to Peak-Hour and Daily Traffic Volumes, Resulting in Unacceptable Levels of Service. Implementation of the specific plan (i.e., the Baseline Plus Project Conditions) would cause an increase in A.M. peak-hour, P.M. peak-hour, and/or daily traffic volumes on area roadways, resulting in unacceptable LOS and warranting the need for improvements such as traffic signals and additional lanes.

Mitigation Measures: Mitigation Measure Common to All Impacts under Impact 3.15-1: Participate in Identified Roadway Improvements. To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.15-1.

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The project applicant(s) of any project phases shall participate in the necessary improvements identified in all of the following mitigation measures. The Project's fair-share participation and the associated timing of the improvements shall be identified in the Project conditions of approval and in the mitigation monitoring and reporting program for the Project, or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).

The timing and enforcement (described below) would be the same for all identified mitigation measures associated with Impact 3.15-1.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Impact 3.15-1a: Unacceptable LOS at the SR 16/Excelsior Road Intersection (Intersection 1).

Mitigation Measure 3.15-1a: Participate in Improvements to the SR 16/Excelsior Road Intersection (Intersection 1). To ensure that the SR 16/Excelsior Road intersection operates at an acceptable LOS, the following improvements are required:

- The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, one through lane, and one right-turn lane.

Improvements to the SR 16/Excelsior Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Implementation of the improvements described above would assist in reducing traffic impacts on this intersection by providing acceptable operations. If these improvements are completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek Project, then the Project's impact at this intersection would be reduced to a less-than-significant level.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of Project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1a, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with Impact 3.15-1a. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1a would reduce the significant impact on Intersection 1 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS E or better. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1b: Unacceptable LOS at the SR 16/Eagles Nest Road Intersection (Intersection 2).

Mitigation Measure 3.15-1b: Participate in Improvements at the SR 16/Eagles Nest Road Intersection (Intersection 2). To ensure that the SR 16/Eagles Nest Road intersection operates at an acceptable LOS, a traffic signal must be installed at this intersection with protected left-turn signal phasing on the eastbound and westbound approaches.

Improvements to the SR 16/Eagles Nest Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible. Implementation of the improvement described above would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek Project, then the project impact at this intersection would be reduced to a less-than-significant level.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

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Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1b has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1b will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations which has been required or incorporated into the Project.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1b would reduce the significant impact on Intersection 2 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS E or better. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1c: Unacceptable LOS at the SR 16/Sunrise Boulevard Intersection (Intersection 3).

Mitigation Measure 3.15-1c: Participate in Improvements to the SR 16/Sunrise Boulevard Intersection (Intersection 3). To ensure that the SR 16/Sunrise Boulevard intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of one left-turn lane, one through lane, and one shared through/right-turn lane; and the

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southbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane.

An additional through lane would be needed in the eastbound and westbound directions, which would require widening of SR 16 on both sides of the intersection for a minimum of 1,000 feet in both directions. With these improvements, this intersection would operate at an acceptable LOS.

Improvements to the SR 16/Sunrise Boulevard intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Mather Field Specific Plan and implemented before development of the SunCreek Project, then the project impact at this intersection would be reduced to a less-than-significant level.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1c has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1c will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

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Rationale for Finding: Implementation of Mitigation Measure 3.15-1c would reduce the significant impact on Intersection 3 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1d: Unacceptable LOS at the SR 16/Grant Line Road Intersection (Intersection 4)

Mitigation Measure 3.15-1d: Participate in Improvements to the SR 16/Grant Line Road Intersection (Intersection 4). To ensure that the SR 16/Grant Line Road intersection operates at an acceptable LOS, all of the following improvements are required:

- ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane and one shared through/right-turn lane.
- ▶ Protected left-turn signal phasing must be provided on the northbound and southbound approaches.
- ▶ The eastbound approach must be reconfigured to consist of one left-turn lane, one through lane, and a shared through/right-turn lane.
- ▶ Additional southbound right-turn lane (Increased Development Alternative only)
- ▶ These improvements would require widening of SR 16 1,000 feet on both sides of the intersection.

Improvements to the SR 16/Grant Line Road intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection; with them, this intersection would operate at an acceptable LOS. If these improvements are completed concurrent with development of the Mather Field Specific Plan and implemented before development of the SunCreek project, then the project impact at this intersection would be reduced to a less-than-significant level.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1d has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-1d will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1d would reduce the significant impact on Intersection 4 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1e: Unacceptable LOS at the Florin Road/Sunrise Boulevard Intersection (Intersection 5).

Mitigation Measure 3.15-1e: Participate in Improvements to the Florin Road/Sunrise Boulevard Intersection (Intersection 5). To ensure that the Florin Road/Sunrise Boulevard intersection operates at an acceptable LOS, the southbound approach must be reconfigured to consist of one through lane and one dedicated right-turn lane. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

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Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1e has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-1e will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1e would reduce the significant impact on Intersection 5 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1f: Unacceptable LOS at the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7).

Mitigation Measure 3.15-1f: Participate in Improvements to the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7). To ensure that the Grant Line Road/Kiefer Boulevard intersection operates at an acceptable LOS, the following improvements must be implemented:

- Configure the northbound approach with one left-turn lane, one through lane, and one right-turn lane.

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► Configure the southbound approach with one right-turn lane and one through lane. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: less than significant

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1f, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1f would reduce the significant impact on Intersection 7 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS.

Impact 3.15-1g: Unacceptable LOS at the Grant Line Road/Douglas Road Intersection (Intersection 8).

Mitigation Measure 3.15-1g: Participate in Improvements to the Grant Line Road/Douglas Road Intersection (Intersection 8). To ensure that the Grant Line Road/Douglas Road intersection operates at an acceptable LOS, a traffic signal must be installed at this intersection.

Improvements to the Grant Line Road/Douglas Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan. Implementation of the improvement described above would assist in reducing traffic impacts on this intersection. If this improvement is completed concurrent with development of the Sunridge Specific Plan and implemented before development of the SunCreek Project, then the Project's impact at this intersection would be reduced to a less-than-significant level.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: Less than significant;

Finding: Implementation of Mitigation Measure 3.15-1g, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1g would reduce the significant impact on Intersection 8 to a less-than-significant level by allowing the intersection to operate at an acceptable LOS.

Impact 3.15-1h: Unacceptable LOS at the Sunrise Boulevard/Douglas Road Intersection (Intersection 9).

Mitigation Measure 3.15-1h: Participate in Improvements to the Sunrise Boulevard/Douglas Road Intersection (Intersection 9). Improvements must be made to ensure that the Sunrise Boulevard/Douglas Road intersection operates at an acceptable LOS. Specifically, all approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and one right-turn lane. However, with implementation of this improvement, the intersection would continue to operate at an unacceptable LOS F.

To further improve operations at the intersection, additional roadway connectivity is required. To achieve this connectivity, Rancho Cordova Parkway (and its connection to U.S. 50) must be implemented, the Zinfandel Drive Extension must be implemented, and International Drive must be extended to Sunrise Boulevard and through the Rio del Oro SPA.

Improvements to this intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan. The extension of Zinfandel Drive is identified as part of the Mather Field Specific Plan Public Facilities Financing Plan. Funding has been identified for Rancho Cordova Parkway and the interchange and for the extension of International Drive to Sunrise Boulevard within the City's CIP program. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1h has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1h will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1h would reduce the significant impact on Intersection 9 to a less-than-significant level by improving intersection LOS. However, the identified improvements are not under the City's jurisdiction. The Zinfandel Drive Extension falls under the jurisdiction of the County, and Rancho Cordova Parkway and its associated interchange fall under the jurisdiction of Caltrans and the County. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1i: Unacceptable LOS at the Mather Field Road/U.S. 50 Eastbound Ramps (Intersection 12).

Mitigation Measure 3.15-1i: Participate in Improvements to the Mather Field Road/U.S. 50 Eastbound Ramps Intersection (Intersection 12). Improvements must be made to ensure that the Mather Field Road/U.S. 50 eastbound ramps intersection operates at an acceptable LOS. Specifically, the eastbound ramp needs modification to make the eastbound right turn a "free" movement. This would require a receiving lane on Mather Field Road, south of the intersection.

To further improve operations at the intersection, additional roadway connectivity is required. To achieve this connectivity, the Zinfandel Drive Extension must be

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implemented (to accommodate traffic generated within the Sunridge and SunCreek Specific Plan areas), International Drive must be extended to Sunrise Boulevard and into and through the Rio del Oro SPA, and Rancho Cordova Parkway (and its connection to U.S. 50) must be implemented.

The extension of Zinfandel Drive is identified as part of the Mather Field Specific Plan Public Facilities Financing Plan. Funding has been identified for Rancho Cordova Parkway and the interchange and for the extension of International Drive to Sunrise Boulevard within the City's CIP program. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable;

Finding: Implementation of Mitigation Measure 3.15-1i has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1i will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1i would reduce the significant impact on Intersection 12 to a less-than-significant level by improving intersection LOS. However, the identified improvements are not under the City's jurisdiction. The intersection is ultimately controlled by Caltrans and the County. The Zinfandel Drive Extension falls under the jurisdiction of the County, and Rancho

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Cordova Parkway and its associated interchange fall under the jurisdiction of Caltrans and the County. Therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of these improvements. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1j: Unacceptable LOS at the Sunrise Boulevard/White Rock Road Intersection (Intersection 18).

Mitigation Measure 3.15-1j: Participate in Improvements to the Sunrise Boulevard/White Rock Road Intersection (Intersection 18). With two left-turn lanes, three through lanes, and one right-turn lane currently on all approaches, the Sunrise Boulevard/White Rock Road intersection would continue to operate at an unacceptable LOS as a result of sufficiently high volumes from traffic generated by the SunCreek Specific Plan and other developments in the area. Therefore, to ensure that this intersection operates at an acceptable LOS, additional improvements must be made, such as grade separation of the intersection (consistent with the City's Circulation Element/Plan) and/or additional roadway facilities such as the Zinfandel Drive Extension, International Drive Extension into and through the Rio del Oro SPA, and implementation of Rancho Cordova Parkway (and its connection to U.S. 50).

Improvements to this intersection and identified additional roadway connectivity are identified in the Mather Field Specific Plan Public Facilities Financing Plan (Zinfandel Drive Extension) or the City's CIP. Implementation of the improvements identified above would assist in reducing traffic impacts on this intersection. If these improvements are completed concurrent with development of the Mather Field Specific Plan or City's Public Facilities Financing Plan and implemented before development of the SunCreek Project, then the project impact at this intersection would be reduced to a less-than-significant level.

Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-1j has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County, and the improvement may not be feasible. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County if feasible. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted if feasible.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-1j will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1j would reduce the significant impact on Intersection 18 to a less-than-significant level by improving intersection LOS. However, a grade-separated intersection in the region has yet to be designed and implemented and its approval is subject to the jurisdiction of other agencies. Thus, this impact is potentially significant and unavoidable. If the City was able to provide funding to move forward with design and construction of the improvement, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1k: Unacceptable LOS at the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22).

Mitigation Measure 3.15-1k: Participate in Improvements to the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22). Improvements must be made to ensure that the Sunrise Boulevard/Zinfandel Drive intersection operates at an acceptable LOS. Specifically, all of the following improvements should be made:

- ▶ Configure westbound and eastbound approaches with one left-turn lane and one shared through/right-turn lane.
- ▶ Implement protected phasing for the westbound and eastbound left-turns.
- ▶ Optimize signal timing and offset.

These at-grade improvements may be made without allocating additional right-of-way, and then the project impact at this intersection would be reduced to a less-than-significant level.

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Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1k, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1k would reduce the significant impact on Intersection 22 to a less-than-significant level by allowing the intersection to operate at an acceptable level of service.

Impact 3.15-11: Unacceptable LOS at the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25).

Mitigation Measure 3.15-11: Participate in Improvements to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25). To ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable LOS, the following improvements should be made:

- ▶ Add an additional westbound right-turn on the off-ramp.
- ▶ Add an additional eastbound right-turn lane.
- ▶ Add an additional southbound through lane on Hazel Avenue.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-11 has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-11 will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-11 would reduce the significant impact on Intersection 25 to a less-than-significant level by improving intersection LOS. However, the identified improvement falls under the jurisdiction of Caltrans and the County. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1m: Unacceptable LOS at the Grant Line Road/White Rock Road Intersection (Intersection 27).

Mitigation Measure 3.15-1m: Participate in Improvements to the Grant Line Road/White Rock Road Intersection (Intersection 27). To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS, all of the following improvements are required:

- ▶ A traffic signal must be installed at this intersection.
- ▶ Configure the southbound approach with one through lane and one dedicated right-turn lane.
- ▶ Maintain shared left/through/right-turn lane on the eastbound approach.
- ▶ Configure the northbound approach with one left-turn lane and one through lane.

These improvements may require realignment of White Rock Road to provide adequate sight distance. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

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Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1m has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, Caltrans and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. Such changes can and should be adopted by Caltrans and the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1m will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1m would reduce the significant impact on Intersection 27 to a less-than-significant level by improving intersection LOS. However, the identified improvements fall under the jurisdiction of the County. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. This improvement has been approved to receive funding from the \$20 billion bond measure passed in November 2006 through Proposition 1B, and if the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1n: Unacceptable LOS at the Kilgore Road/White Rock Road Intersection (Intersection 28).

Mitigation Measure 3.15-1n: Participate in Improvements to the Kilgore Road/White Rock Road Intersection (Intersection 28). To ensure that the Kilgore Road/White Rock Road intersection operates at an acceptable LOS, a free right-turn lane must be added on the northbound approach with an associated receiving lane.

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The crossing of the Folsom South Canal already consists of a six-lane crossing, thus the receiving lane for the northbound free right-turn can be accommodated. This reduces the project impact at this intersection to a less-than-significant level.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1n, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1n would reduce the significant impact on Intersection 28 to a less-than-significant level by allowing the intersection to operate at an acceptable level of service.

Impact 3.15-1o: Unacceptable LOS at the Eagles Nest Road/Douglas Road Intersection (Intersection 29).

Mitigation Measure 3.15-1o: Participate in Improvements to the Eagles Nest Road/Douglas Road Intersection (Intersection 29). To ensure that the Eagles Nest Road/Douglas Road intersection operates at an acceptable LOS, the following improvement is required:

- ▶ A traffic signal must be installed at this intersection.

Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-1o has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1o will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1o would reduce the significant impact on Intersection 29 to a less-than-significant level by improving intersection LOS. However, the identified improvements fall under the jurisdiction of the County. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1p: Unacceptable LOS at the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30).

Mitigation Measure 3.15-1p: Participate in Improvements to the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30). To ensure that the Sunrise Boulevard/Kiefer Boulevard intersection operates at an acceptable LOS, the following improvement is required:

- Optimize signal timing and phasing.

Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1p, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1p would reduce the significant impact on Intersection 30 to a less-than-significant level by improving intersection LOS.

Impact 3.15-1q: Unacceptable LOS on Mather Boulevard between Femoyer Street and Douglas Road (Roadway Segment 4).

Mitigation Measure 3.15-1q: Participate in Improvements to Mather Boulevard between Femoyer Street and Douglas Road (Roadway Segment 4). To ensure that Mather Boulevard operates at an acceptable LOS between Femoyer Street and Douglas Road, Femoyer Street must be widened to four lanes between Mather Boulevard and the proposed Zinfandel Drive extension, and the future Zinfandel Drive extension must be constructed as a four-lane facility from Mather Boulevard to Douglas Road. Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1q has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there

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is no certainty that the improvements identified in Mitigation Measure 3.15-1q will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1q would reduce the significant impact on Roadway Segment 4 to a less-than-significant level by improving LOS. However, the identified improvements fall under the jurisdiction of the County. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1r: Unacceptable LOS on Douglas Road between Mather Boulevard and Sunrise Boulevard (Roadway Segment 5).

Mitigation Measure 3.15-1r: Participate in Improvements to Douglas Road between Mather Boulevard and Sunrise Boulevard (Roadway Segment 5). To ensure that Douglas Road operates at an acceptable LOS between Mather Boulevard and Sunrise Boulevard, Douglas Road must be widened to four lanes. Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1r has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies and, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-1r will be

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fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1r would reduce the significant impact on Roadway Segment 5 to a less-than-significant level by improving LOS. However, the identified improvements fall under the jurisdiction of the County and other regulatory agencies because of the Folsom South Canal crossing. Therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvement to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1s: Unacceptable LOS on Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17).

Mitigation Measure 3.15-1s: Participate in Improvements to Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17). Improvements must be made to improve operations on Sunrise Boulevard between Gold Country Boulevard and Coloma Road; specifically, this roadway segment should be widened to eight lanes. This improvement would offset the impacts of the Project, but the segment would continue to operate at an unacceptable LOS. Additionally, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City's Circulation Element/Plan because City Circulation Element identifies a maximum roadway cross section of six lanes. Furthermore, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1s may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and additional river crossings would result in unacceptable impacts. In addition, the implementation of the mitigation requires action by other public agencies, Caltrans and the County. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. This impact is therefore

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considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1s would partially reduce the significant impact on Roadway Segment 17 by offsetting impacts of the Proposed Project. However, implementation of this measure is infeasible, for the following reasons:

- ▶ This improvement is inconsistent with the City's Circulation Element/Plan.
- ▶ The potential for additional river crossings is limited. Any additional river crossings would require environmental review and would result in significant impacts on riparian vegetation. Additionally, implementing additional river crossings would require acquisition of a significant number of existing homes, would have the potential to increase traffic volumes through residential neighborhoods, would require substantial funding, and would require cooperation of multiple agencies and jurisdictions. Additionally, neither the City nor the project applicant(s) would have control over mitigation implementation involving other jurisdictions (i.e., the County, Caltrans, City of Sacramento).
- ▶ The segment would continue to operate at an unacceptable LOS with the identified improvement.

For these reasons, the impact is considered significant and unavoidable.

Impact 3.15-1t: Unacceptable LOS on Sunrise Boulevard between Coloma Road and the U.S. 50 Westbound Ramps (Roadway Segment 18).

Mitigation Measure 3.15-1t: Participate in Improvements to Sunrise Boulevard between Coloma Road and the U.S. 50 Westbound Ramps (Roadway Segment 18). Improvements must be made to improve operations on Sunrise Boulevard between Coloma Road and the U.S. 50 westbound ramps; specifically, this roadway segment should be widened to eight lanes. This improvement would offset the impacts of the Project, but the segment would continue to operate at an unacceptable LOS. Additionally, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City's Circulation Element/Plan because it restricts the City's desire for a maximum roadway cross section of six lanes. Furthermore, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1t may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and additional river crossings would result in unacceptable impacts. In addition, the implementation of the mitigation requires action by other public agencies, Caltrans and the County. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1t would partially reduce the significant impact on Roadway Segment 18 by offsetting impacts from development of the Proposed Project. However, implementation of this measure is infeasible for the same reasons as identified for Impact 3.15-1s above. Therefore, this impact is considered significant and unavoidable.

Impact 3.15-1u: Unacceptable LOS on Sunrise Boulevard between the U.S. 50 Eastbound Ramps and Folsom Boulevard (Roadway Segment 19).

Mitigation Measure 3.15-1u: Participate in Improvements to Sunrise Boulevard between the U.S. 50 Eastbound Ramps and Folsom Boulevard (Roadway Segment 19). Improvements must be made to improve operations on Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard; specifically, this roadway segment should be widened to eight lanes. This improvement would ensure that the roadway segment would operate at an acceptable level of service. However, although this improvement is consistent with the County Mobility Study, it is inconsistent with the City's Circulation Element/Plan because the plan reflects the City's desire for a maximum roadway cross section of six lanes.

An alternative to this identified improvement is implementation of parallel capacity improvements, such as implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, which could improve operations on this segment and reduce the Project's impact.

Improvements to this roadway segment must be coordinated with Caltrans, Sacramento RT, and other potentially affected oversight agencies.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1u, which requires the widening of Sunrise to eight lanes, may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan. In addition, the implementation of this mitigation requires action by other public agencies, Caltrans and the County. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

The alternative improvement, implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, could further reduce volumes on this segment and would reduce volumes on this segment. However, the implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road falls under the jurisdiction of the County and Caltrans. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdiction of Caltrans and the County, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1u would reduce the significant impact on Roadway Segment 19 to a less-than-significant level by improving LOS. However, the improvement is infeasible because it is inconsistent with the City's Circulation Element/Plan and falls under the jurisdiction of other agencies. The alternative improvement, implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, could further reduce volumes on this segment and would reduce volumes on this segment. However, implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road falls under the jurisdiction of the County and Caltrans; therefore, neither the City nor the project applicant(s) can guarantee implementation of either the identified improvement. Thus, this impact is significant and unavoidable. If Caltrans, Sacramento RT, the County, and other potentially affected agencies cooperate in allowing the alternate improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

EXHIBIT 1D**Impact 3.15-1v: Unacceptable LOS on Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20).**

Mitigation Measure 3.15-1v: Participate in Improvements to Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20). Improvements must be made to improve operations on Sunrise Boulevard between Folsom Boulevard and White Rock Road; specifically, this roadway segment should be widened to eight lanes. This improvement would ensure that the roadway segment would operate at an acceptable level of service. However, this improvement is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes.

An alternative to this identified improvement is implementation of parallel capacity improvements, such as implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, which could improve operations on this segment and reduce the project's impact.

Improvements to this roadway segment must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1v, which has been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with Impact 3.15-1v. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1v would reduce the significant impact on Roadway Segment 20 to a less-than-significant level by improving LOS. The alternative improvement, implementation of Rancho Cordova Parkway (and its connection to U.S. 50) and the Zinfandel Drive Extension to Douglas Road, could further reduce volumes on this segment. However, the identified improvement is inconsistent with the City's Circulation Element/Plan, and implementation of Rancho Cordova

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Parkway and the Zinfandel Drive Extension falls under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) can guarantee implementation of either the identified improvement or its alternative. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-1w: Unacceptable LOS at Sunrise Boulevard between Douglas Road and Kiefer Boulevard (Roadway Segment 29).

Mitigation Measure 3.15-1w: Participate in Improvements to Sunrise Boulevard between Douglas Road and Kiefer Boulevard (Roadway Segment 29). To ensure that Sunrise Boulevard operates at an acceptable LOS between Douglas Road and Kiefer Boulevard, this roadway segment must be widened to six lanes consistent with the City's Circulation Element/Plan and CIP.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1w, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1w would reduce the significant impact on Roadway Segment 29 to a less-than-significant level by providing acceptable operating levels with traffic from development of the Proposed Project.

Impact 3.15-1x: Unacceptable LOS at Sunrise Boulevard between Kiefer Boulevard and State Route 16 (Roadway Segment 30).

Mitigation Measure 3.15-1x: Participate in Improvements to Sunrise Boulevard between Kiefer Boulevard and State Route 16 (Roadway Segment 30). To ensure that Sunrise Boulevard operates at an acceptable LOS between Kiefer Boulevard and SR 16, this roadway segment must be widened to six lanes consistent with the City's Circulation Element/Plan and CIP.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

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Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1x, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1x would reduce the significant impact on Roadway Segment 30 to a less-than-significant level by providing acceptable operating levels with traffic from development of the Proposed Project.

Impact 3.15-1y: Unacceptable LOS at Various Merge and Diverge Segments of U.S. 50.

Mitigation Measure 3.15-1y: Participate in Improvements to Various Merge and Diverge Segments of U.S. 50. To ensure that the U.S. 50 merge and diverge areas operate at an acceptable LOS, the following improvements to the U.S. 50 corridor are required:

- ▶ Ramp metering must be added on the Mather Field Road eastbound on-ramps.
- ▶ An auxiliary lane must be constructed from Mather Field Road eastbound to Zinfandel Drive.
- ▶ An auxiliary lane must be constructed from Sunrise Boulevard eastbound to Hazel Avenue.
- ▶ Traffic-signal timing at freeway interchanges must be coordinated with adjacent City intersections to minimize impacts of vehicle queue spillback onto U.S. 50.
- ▶ Parallel facilities to U.S. 50 must be constructed, including improvements to SR 16, extension of International Drive into and through the Rio del Oro SPA, extension of Kiefer Boulevard, construction of Easton Valley Parkway, widening of White Rock Road from the Silva Valley Interchange in El Dorado County to Sunrise Boulevard, and connectivity of International Drive to Old Placerville Road.
- ▶ HOV lanes must be extended from Sunrise Boulevard to downtown Sacramento (or, as an interim project, to Watt Avenue).

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- HOV enhancements to existing interchanges must be provided, such as bypass lanes at existing metered on-ramps.

Improvements to these merge and diverge segments of U.S. 50 must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Potentially significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1y has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-1y will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-1y would reduce the significant impacts on U.S. 50 freeway merge/diverge/weave areas to a less-than-significant level. However, several of the identified improvements fall under the jurisdiction of Caltrans or the County; therefore, neither the City nor the project applicant(s) can ensure that these improvements would be completed. Given these conditions, this impact would be potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-2: Increased Demand for Alternative Modes of Transportation.

Implementation of the Project would create demand for alternative transportation mode facilities such as buses, LRT, and carpools in Rancho Cordova.

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Mitigation Measure 3.15-2a: Participate in Capital Improvements for Transit Service. The project applicant(s) shall participate in capital improvements for transit service consistent with the City's Transit Master Plan. The Project's fair-share participation and the associated timing of the improvements shall be identified in the Project's conditions of approval and/or the Project's development agreement. Improvements shall be coordinated, as necessary, with Sacramento RT.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Mitigation Measure 3.15-2b: Consult with the 50 Corridor Transportation Management Association and Comply with the City of Rancho Cordova Transportation System Management Ordinance. The project applicants shall consult with the 50 Corridor Transportation Management Association and comply with the City of Rancho Cordova transportation system management ordinance.

Implementation: Project applicants.

Timing: Concurrent with construction of any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-2a and 3.15-2b has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by another public agencies, the Sacramento RT. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of Sacramento RT, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-2a and 3.15.2b will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

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Rationale for Finding: Implementation of Mitigation Measures 3.15-2a and 3.15-2b would promote usage of alternative transportation modes and increase the supply of these modes. However, because neither the City nor the project applicant(s) can guarantee implementation of increased transit service within Rancho Cordova by Sacramento RT, the impact is potentially significant and unavoidable. If Sacramento RT cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4: Cumulative (2032) Conditions. Implementation of the Project and other reasonably foreseeable development would cause an increase in A.M. peak traffic hour, P.M. peak traffic hour, and/or daily traffic volumes on area roadways, resulting in unacceptable LOS and warranting the need for improvements such as traffic signals and additional lanes under cumulative (2032) conditions.

Mitigation Measure: Mitigation Measure Common to All Impacts under Impact 3.15-4: Participate in Identified Roadway Improvements. To avoid repetition, the information contained in the following mitigation measure applies to all other mitigation measures required under Impact 3.15-4. Note that no mitigation measures are required for the No Project Alternative because, as described above, no direct or indirect impacts would occur.

The project applicant(s) shall participate in the necessary improvements identified in all of the following mitigation measures. The project's fair-share participation and the associated timing of the improvements shall be identified in the Project's conditions of approval and in the mitigation monitoring and reporting program for the Project or in conjunction with and as an appendix to the specific plan (see mitigation measures following each identified impact).

The timing and enforcement (described below) would be the same for all identified mitigation measures associated with Impact 3.15-4.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Impact 3.15-4a: Unacceptable LOS at the SR 16/Excelsior Road Intersection (Intersection 1) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4a: Participate in Improvements to the SR 16/Excelsior Road Intersection (Intersection 1). To ensure that the SR 16/Excelsior Road intersection

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operates at an acceptable LOS E or better, the following improvements should be made to the intersection:

- ▶ Configure the northbound approach with one left-turn lane, two through lanes, and one right-turn lane.
- ▶ Configure the southbound approach with one left-turn lane, two through lanes, and one right-turn lane.
- ▶ Configure the eastbound approach with one left-turn lane, two through lanes, and one right-turn lane.
- ▶ Configure the westbound approach with two left-turn lanes, two through lanes, and one right-turn lane.

Improvements to the SR 16/Excelsior Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible.

Improvements to this intersection must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4a has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4a will be fully constructed prior to the completion of the proposed Project. This impact is

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therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4a would reduce the significant impact on Intersection 1 to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS E or better. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4b: Unacceptable LOS at the SR 16/Eagles Nest Road Intersection (Intersection 2) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4b: Participate in Improvements to the SR 16/Eagles Nest Road Intersection (Intersection 2). To ensure that the SR 16/Eagles Nest Road intersection operates at an acceptable LOS E or better, one of the two following configurations should be implemented:

- ▶ Configure the northbound and southbound approaches with one left-turn lane, two through lanes, and one right-turn lane; or
- ▶ Configure the westbound and eastbound approaches with two left-turn lanes, two through lanes, and one right-turn lane.

Improvements to the SR 16/Eagles Nest Road intersection are contained within the Sunridge Specific Plan Public Facilities Financing Plan and zoning conditions. The CEQA Findings of Fact and Statement of Overriding Considerations for the Sunrise Douglas Community Plan/Sunridge Specific Plan Project state that physical improvement of this intersection is feasible.

Improvements to this intersection must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-4b has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4b will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4b would reduce the significant impact on Intersection 2 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS E or better. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4c: Unacceptable LOS at the SR 16/Sunrise Boulevard Intersection (Intersection 3) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4c: Participate in Improvements to the SR 16/Sunrise Boulevard Intersection (Intersection 3). To ensure that the SR 16/Sunrise Boulevard intersection operates at an acceptable LOS D or better, an additional eastbound and westbound through lane and a second eastbound left-turn lane must be added.

Improvements to the SR 16/Sunrise Boulevard intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4c has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4c will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4c would reduce the significant impact on Intersection 3 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4d: Unacceptable LOS at the Grant Line Road/SR16 Intersection (Intersection 4) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4d: Participate in Improvements to the Grant Line Road/SR16 Intersection (Intersection 4). To ensure that the Grant Line Road/SR16 intersection operates at an acceptable LOS D or better, all of the following improvements are required:

- The northbound approach must be reconfigured to consist of one left-turn lane, three through lanes, and one right-turn lane.

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- ▶ The southbound approach must be reconfigured to consist of one left-turn lane, three through lanes, and one right-turn lane.
- ▶ The eastbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and a shared through/right-turn lane.
- ▶ The westbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane.
- ▶ These improvements would require widening of SR 16 and Grant Line Road 1,000 feet on all sides of the intersection.

Improvements to the SR 16/Grant Line Road intersection are contained within the County Development Fee Program, are scheduled for Measure A funding, and are within the Mather Field Specific Plan Financing Plan. Implementation of the improvements described above, including the necessary widening of SR 16, would assist in reducing traffic impacts on this intersection; with them, this intersection would operate at an acceptable LOS.

Improvements to this intersection must be coordinated with Caltrans, the County, and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4d has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4d will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the

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Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4d would reduce the significant impact on Intersection 4 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, these identified improvements fall under the jurisdiction of the County and Caltrans; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County and Caltrans cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4e: Unacceptable LOS at the Florin Road/Sunrise Boulevard (Intersection 5) under Cumulative (2032) Conditions

Mitigation Measure 3.15-4e: Participate in Improvements to the Florin Road/Sunrise Boulevard Intersection (Intersection 5). To ensure that the Florin Road/Sunrise Boulevard intersection operates at an acceptable LOS E or better, all of the following improvement is required:

- Optimize signal timing and phasing.

Implementation of the improvement described above would assist in reducing traffic impacts on this intersection. Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4e has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

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The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4e will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4e would reduce the significant impact on Intersection 5 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, these identified improvements fall under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4f: Unacceptable LOS at the Sunrise Boulevard/Grant Line Road Intersection (Intersection 6) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4f: Participate in Improvements to the Sunrise Boulevard/Grant Line Road Intersection (Intersection 6). To ensure that the Sunrise Boulevard/Grant Line Road intersection operates at an acceptable LOS, the following improvements must be implemented:

- ▶ Add an additional southbound right-turn lane.
- ▶ Convert the northbound approach to consist of one left-turn lane and one shared through-right lane.
- ▶ Provide protected phasing for the northbound and southbound left-turns.

Improvements to this intersection must be coordinated with the County and other potentially affected oversight agencies.

Implementation: Project Applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: significant and unavoidable

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Finding: Implementation of Mitigation Measure 3.15-4f has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4f will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4f would reduce the significant impact on Intersection 6 to a less-than-significant level, by allowing the intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4g: Unacceptable LOS at the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4g: Participate in Improvements to the Grant Line Road/Kiefer Boulevard Intersection (Intersection 7). To ensure that the Grant Line Road/Kiefer Boulevard intersection operates at an acceptable LOS D or better, the eastbound and westbound approaches must consist of one left-turn lane, one through lane, and one right-turn lane.

Improvements to this intersection must be coordinated with the County

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-4g has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4g will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4g would reduce the significant impact on Intersection 7 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, portions of this intersection fall under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of all of the identified improvements. Thus, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4h: Unacceptable LOS at the Sunrise Boulevard/Douglas Road Intersection (Intersection 9) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4h: Participate in Improvements to the Sunrise Boulevard/Douglas Road Intersection (Intersection 9). To improve LOS at the Sunrise Boulevard/Douglas Road intersection, all approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and one right-turn lane.

However, even with these improvements, this intersection would continue to operate at an unacceptable LOS. For this intersection to operate at an acceptable LOS, additional roadway connectivity is required. To achieve this connectivity, the Kiefer Boulevard Extension between Rancho Cordova and Sacramento must be implemented. Additional intersection improvements could be implemented consistent with the City's Circulation Element/Plan, including partial grade separation of the intersection and/or aggressive at-grade treatments such as triple left-turn lanes, enhanced-capacity right-turn treatments, or conversion into a continuous-flow intersection.

Improvements to this intersection are contained within the Sunridge Specific Plan Public Financing Plan, but this public financing plan would not be able to fund all of the

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improvements described above. These intersection improvements must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4h has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County, and not the agency making the finding. Such changes can and should be adopted by the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4h will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4h would partially reduce the significant impact on Intersection 9 under cumulative (2032) conditions. However, implementation of this measure would not reduce the impact to a less-than-significant level. For the intersection to operate at an acceptable LOS D or better and to completely offset the impacts of the project, additional improvements (consistent with the City's Circulation Element/Plan and CIP) are required. However, the required additional connectivity on Kiefer Boulevard between Rancho Cordova and Sacramento falls under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of this improvement. The feasibility of the aggressive at-grade or partial grade-separated alternatives, such as partial grade separation, capacity-enhancing right-turn treatments, or implementation of a continuous-flow intersection, has not been determined, as no specific designs have been developed and environmental constraints have not been identified. Given these conditions, this impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be

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classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4i: Unacceptable LOS at the Mather Field Road/U.S. 50 Eastbound Ramps Intersection (Intersection 12) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4i: Participate in Improvements to the Mather Field Road/U.S. 50 Eastbound Ramps Intersection (Intersection 12). To ensure that the Mather Field Road/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be made:

- ▶ Convert the eastbound right-turn into a “free” right-turn. This will require a receiving lane south of the intersection extending at least 1000 feet.
- ▶ Add a southbound through lane.

Improvements to this intersection are identified in the City’s Circulation Element/Plan and included in the City’s CIP, and must be coordinated with Caltrans.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4i has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdiction of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4i will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project’s benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

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Rationale for Finding: Implementation of Mitigation Measure 3.15-4i would reduce the significant impact on Intersection 12 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better. However, the required improvement to U.S. 50 falls under the jurisdiction of Caltrans; therefore, neither the City nor the Project applicant(s) would have control over the timing or implementation of this improvement. Thus, this impact is potentially significant and unavoidable. If Caltrans cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4j: Unacceptable LOS at Mather Field Road/International Drive (Intersection 13) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4j: Participate in Improvements at the Mather Field Road/International Drive Intersection (Intersection 13). To ensure that the Mather Field Road/International Drive intersection operates at an acceptable LOS D or better, the following improvements must be made:

- ▶ Convert the westbound approach to consist of three through lanes and three left-turn lanes.
- ▶ Convert the north bound right-turn lane into a “free” right-turn. This would require a receiving lane east of the intersection extending at least 1,000 feet. Because the required configuration would demand an excessive right-of-way take, alternative mitigations may be considered. Additional roadway connectivity in the area, through measures such as implementation of the Kiefer Boulevard Extension to Sacramento, extension of Routier Road to the south, completion of the International Drive–Old Placerville Road connection, and construction of the potential tunnel under Mather Field, has the potential to shift traffic volumes to reduce traffic impacts at the intersection. These additional roadway connectivity measures are identified in the City’s Circulation Element/Plan and included in the City’s CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operations.

Improvements to this intersection must be coordinated with the County and other regulatory agencies because of the proximity of some of these improvements to Mather Field.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

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Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4j has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies, including the County. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4j will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4j would reduce the significant impact on Intersection 13 under cumulative (2032) conditions to a less-than-significant level. The identified roadway connectivity improvements (consistent with the City's Circulation Element/Plan and CIP) would shift traffic volumes and reduce traffic impacts at the intersection. However, the Kiefer Boulevard Extension and International Drive–Old Placerville Road connection fall under the jurisdiction of the County, and the Routier Road extension and tunnel construction under Mather Field would require coordination with other regulatory agencies because of their proximity to the airstrip. Therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of all the identified improvements. Given these conditions, this impact is potentially significant and unavoidable. If the County and other responsible agencies (such as the Federal Aviation Administration [FAA]) cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4k: Unacceptable LOS at the Zinfandel Drive/International Drive Intersection (Intersection 14) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4k: Participate in Improvements to the Zinfandel Drive/International Drive Intersection (Intersection 14). Improvements must be made to improve LOS at the Zinfandel Drive/International Drive intersection. Specifically, all approaches should be reconfigured to provide three left-turn, four through, and one right-turn lane. Additionally, capacity enhancements are needed for the right-turn movements.

These improvements would reduce the cumulative impact caused by the proposed Project and alternatives under consideration by providing acceptable LOS. However, widening International Drive and Zinfandel Drive to four through lanes is inconsistent with the

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City's Circulation Element/Plan because City policy identifies a maximum roadway cross-section of six lanes or fewer.

To be consistent with the City's Circulation Element/Plan, aggressive at-grade improvements are required, such as partial grade separation, capacity-enhancing right-turn treatments on all approaches, or implementation of a continuous-flow intersection. Additionally, improved roadway connectivity, such as the extension of Kiefer Boulevard, International Drive–Old Placerville Road connection, and/or construction of the tunnel under Mather Field would shift traffic volumes and reduce traffic at the intersection.

The additional roadway connections described above and aggressive at-grade intersection treatments are identified in the City's Circulation Element/Plan and included in the City's CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operations.

Improvements to this intersection must be coordinated with the County and other regulatory agencies because of the proximity of some of these improvements to Mather Field (such as the FAA).

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, County Department of Transportation, and FAA.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4k has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4k will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

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Rationale for Finding: Implementation of Mitigation Measure 3.15-4k would reduce the significant impact on Intersection 14 under cumulative (2032) conditions to a less than significant level. However, implementation of these improvements falls under the jurisdiction of the County, Caltrans, and the FAA. Therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of all the identified improvements. Given these conditions, this impact is potentially significant and unavoidable. If the FAA and other regulatory agencies cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term, assuming the improvements are determined to be feasible.

Impact 3.15-4l: Unacceptable LOS at the Zinfandel Drive/White Rock Road Intersection (Intersection 15) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4l: Participate in Improvements to the Zinfandel Drive/White Rock Road Intersection (Intersection 15). Improvements must be made to improve LOS at the Zinfandel Drive/White Rock Road intersection. Specifically, all approaches should be reconfigured to provide three left-turn, four through, and one right-turn lane. Additionally, capacity enhancements are needed for the right-turn movements.

Improvements to the Zinfandel Drive/White Rock Road intersection are identified in the City's Circulation Element/Plan and included in the City's CIP. Implementation of the identified improvements would assist in reducing traffic impacts on this intersection by providing acceptable LOS. However, these improvements include widening the facility by more than six lanes, which is inconsistent with the City General Plan. Alternatively, partial grade separation could be implemented consistent with the City's Circulation Element/Plan and CIP; however, aggressive at-grade treatments such as partial grade separation have not been designed, and they could have geometric and/or environmental constraints that may make the treatments infeasible.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4l is infeasible because it is, in part, inconsistent with the City's General Plan and has geometric, and/or environmental constraints. In addition, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are infeasible and/or within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the County and

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Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

Therefore, this impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4l would reduce the significant impact on Intersection 15 under cumulative (2032) conditions to a less-than-significant level. However, since one improvement is inconsistent with the City General Plan, and the other (partial grade separation) has not been designed, the improvements may be infeasible due to consistency, geometric, and/or environmental constraints. Therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of all the identified improvements. Given these conditions, this impact is potentially significant and unavoidable. In addition, part of the improvements are within the jurisdiction of other agencies.

Impact 3.15-4m: Unacceptable LOS at the Zinfandel Drive/U.S. 50 Eastbound Ramps Intersection (Intersection 16) under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4m: Participate in Improvements to the Zinfandel Drive/U.S. 50 Eastbound Ramps Intersection (Intersection 16). To ensure that the Zinfandel Drive/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements are required:

- ▶ Configure the northbound approach to consist of four through lanes and a shared through/right-turn lane.
- ▶ Configure the eastbound approach to consist of two left-turn lanes, two through lanes, and a free right-turn lane.
- ▶ Configure the westbound approach to consist of three right-turn lanes on the westbound approach.

Improvements to this intersection are identified in the City's Circulation Element/Plan and included in the City's CIP. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operation. Intersection improvements must be coordinated with Caltrans.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

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Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4m has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-4m will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4m would reduce the significant impact on Intersection 16 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of Caltrans; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4n: Unacceptable LOS at the Sunrise Boulevard/White Rock Road Intersection (Intersection 18) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4n: Participate in Improvements to the Sunrise Boulevard/White Rock Road Intersection (Intersection 18). To ensure that the Sunrise Boulevard/White Rock Road intersection operates at an acceptable LOS, grade separation must be implemented at this intersection.

Some funding for intersection improvements to this intersection is identified in the Mather Field Specific Plan Public Financing Plan (Zinfandel Drive Extension), and in the City's Circulation Element/Plan, and included in the City's CIP. However, the grade separation treatment was not identified as a Tier 1 improvement, nor has it been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. No other feasible improvements are available at this intersection to ensure that it operates at an acceptable level.

EXHIBIT 1D

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4n may be infeasible because of geometric and/or environmental constraints. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4n would reduce the significant impact on Intersection 18 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, because the feasibility of grade separation at this location has not been determined, these identified improvements may not be feasible. No other feasible improvements are available at this intersection to ensure acceptable operations; therefore, this impact is considered significant and unavoidable. If the grade separation treatment is determined to be feasible, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4o: Unacceptable LOS at the Sunrise Boulevard/Folsom Boulevard Intersection (Intersection 19) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4o: Participate in Improvements to the Sunrise Boulevard/Folsom Boulevard Intersection (Intersection 19). To ensure that the Sunrise Boulevard/Sunrise Boulevard intersection operates at an acceptable LOS, grade separation must be implemented at this intersection.

Some funding for intersection improvements to this intersection is identified in the City's Circulation Element/Plan and included in the City's CIP. However, the grade separation treatment was not identified as a Tier 1 improvement nor has it been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. No other feasible improvements are available at this intersection to ensure that it operates at an acceptable level. Additionally, grade separation may be infeasible because of geometric constraints at this intersection caused by the grade-separated LRT tracks.

These improvements must be coordinated with Sacramento RT.

Implementation: Project applicants.

EXHIBIT 1D

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4o may be infeasible because of geometric constraints caused by the grade-separated LRT tracks. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

In addition, Implementation of Mitigation Measure 3.15-4o contemplates action by Sacramento RT. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. Therefore, there is no certainty that the improvements identified in Mitigation Measure 3.15-4o will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4o would reduce significant impacts on Intersection 19 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, grade separation may not be possible because of geometric constraints associated with the grade-separated LRT tracks and nearby freeway over-crossing; therefore, this improvement may not be feasible. No other feasible improvements are available, and there is no assurance that the required improvements would be implemented. Given these conditions, this impact is considered significant and unavoidable. In addition, the mitigation requires approvals by another public agency, Sacramento RT.

Impact 3.15-4p: Unacceptable LOS at the Sunrise Boulevard/U.S. 50 Eastbound Ramps Intersection (Intersection 20) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4p: Participate in Improvements to the Sunrise Boulevard/U.S. 50 Westbound Ramps Intersection (Intersection 20). To ensure that the Sunrise Boulevard/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be implemented:

- Add a fourth southbound through lane; this would require widening of the freeway overpass.

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- Convert the eastbound right-turn lanes to a “free” right-turn with an adequate receiving lane on Sunrise Boulevard.

Improvements to this intersection must be coordinated with Caltrans.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4p has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4p will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4p would reduce significant impacts on Intersection 20 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4q: Unacceptable LOS at the Sunrise Boulevard/U.S. 50 Westbound Ramps Intersection (Intersection 21) Under Cumulative (2032) Conditions.

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Mitigation Measure 3.15-4q: Participate in Improvements to the Sunrise Boulevard/U.S. 50 Westbound Ramps Intersection (Intersection 21). To ensure that the Sunrise Boulevard/U.S. 50 westbound ramps intersection operates at an acceptable LOS D or better, the following improvements must be implemented:

- ▶ Add a fourth southbound through lane; this would require widening of the freeway overpass.
- ▶ Convert the westbound right-turn lanes to a “free” right-turn with an adequate receiving lane on Sunrise Boulevard.

Improvements to this intersection must be coordinated with Caltrans.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4q has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-4q will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project’s benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4q would reduce significant impacts on Intersection 21 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, this impact is potentially significant and unavoidable. If

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Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4r: Unacceptable LOS at the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4r: Participate in Improvements to the Sunrise Boulevard/Zinfandel Drive Intersection (Intersection 22). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required. This improvement is consistent with the City's Circulation Element/Plan and associated CIP; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4r may be infeasible because of geometric and/or environmental constraints. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4r would reduce the significant impact on Intersection 22 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, though consistent with the City's Circulation Element/Plan, the grade-separation treatment has not been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. Therefore, because the improvement may be infeasible, this impact is considered significant and unavoidable.

Impact 3.15-4s: Unacceptable LOS at the Hazel Avenue/Folsom Boulevard Intersection (Intersection 23) Under Cumulative (2032) Conditions

Mitigation Measure 3.15-4s: Participate in Improvements to the Hazel Avenue/Folsom Boulevard Intersection (Intersection 23). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required. This improvement is consistent with the City's Circulation Element/Plan; however, the grade-separation

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treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.

Improvements to this intersection must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4s may be infeasible because of geometric and/or environmental constraints. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

In addition, Implementation of Mitigation Measure 3.15-4s contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Therefore, there is no certainty that the improvements identified in Mitigation Measure 3.15-4s will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4s would reduce the significant impact on Intersection 23 under cumulative (2032) conditions, reducing the impact to a less-than-significant level. However, the feasibility of grade separation at this location has not been determined. However, because the improvement may have undetermined potentially significant impacts, and because this intersection falls under the jurisdiction of the County, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvement necessary to provide acceptable operations at the intersection. Thus, the impact is potentially significant and unavoidable.

Impact 3.15-4t: Unacceptable LOS at the Hazel Avenue/U.S. 50 Eastbound Ramps Intersection (Intersection 24) Under Cumulative (2032) Conditions.

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Mitigation Measure 3.15-4t: Participate in Improvements to the Hazel Avenue/U.S. 50 Eastbound Ramps Intersection (Intersection 24). To ensure that the Hazel Avenue/U.S. 50 eastbound ramps intersection operates at an acceptable LOS D, a fourth through lane must be added to the southbound approach; this would require widening of the freeway overpass. Improvements to this interchange must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4t has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4t will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4t would reduce the significant impact on Intersection 24 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable level. However, because the identified improvements fall under the jurisdiction of Caltrans and the County, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, the impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4u: Unacceptable LOS at the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25) Under Cumulative (2032) Conditions.

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Mitigation Measure 3.15-4u: Participate in Improvements to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Intersection 25). Substantial improvements must be made to ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable level. Specifically, the following improvements should be made:

- ▶ The northbound approach should be reconfigured to consist of four through lanes and a free right-turn lane (this would require prohibiting northbound left turns to Tributary Point Drive).
- ▶ The southbound approach should be reconfigured to consist of four through lanes and a right-turn lane.
- ▶ The eastbound approach should be reconfigured to consist of one free right-turn lane.
- ▶ The westbound approach should be reconfigured to consist of one left-turn lane, two through lanes, and one free right-turn lane.

However, these improvements would prohibit northbound access to development west of the intersection and may be deemed infeasible if that access must be maintained. In addition, the displaced trips from the restricted movement would degrade operations at the Gold Country Boulevard/Hazel Avenue intersection.

Improvements to this intersection must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4u may be infeasible because these improvements would prohibit northbound access to development west of the intersection and may be infeasible if that access must be maintained. In addition, the displaced trips from the restricted movement would degrade operations at the Gold Country Boulevard/Hazel Avenue intersection. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

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Implementation of Mitigation Measure 3.15-4u contemplates action by other public agencies, including the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Therefore, there is no certainty that the improvements identified in Mitigation Measure 3.15-4u will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4u would potentially reduce significant impacts on Intersection 25 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, if the improvements would prohibit northbound access to development west of the intersection, they may be infeasible if that access must be maintained. In addition, the displaced trips from the restricted movement would degrade operations at the Gold Country Boulevard/Hazel Avenue intersection. No other feasible improvements are available, and there is no assurance that the required improvements would be implemented. Given these conditions, this impact is considered significant and unavoidable. In addition, the mitigation requires approvals by another public agency.

3.15-4v: Unacceptable LOS at the Hazel Avenue/Gold Country Boulevard Intersection (Intersection 26) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4v: Participate in Improvements to the Hazel Avenue/Gold Country Boulevard Intersection (Intersection 27). Due to the excessive northbound and southbound through-movement traffic demand, to ensure that the Hazel Avenue/Gold Country Boulevard intersection operates at an acceptable LOS, the intersection requires grade separation. However, there are significant geographic constraints associated with Hazel Avenue, primarily because of the existing bridge crossing of the American River just north of this intersection. Additionally, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.

Improvements to this intersection must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-4v may be infeasible because of geometric and/or environmental constraints. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

In addition, implementation of Mitigation Measure 3.15-4v contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Therefore, there is no certainty that the improvements identified in Mitigation Measure 3.15-4v will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4v would reduce the significant impact on Intersection 27 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, because the feasibility of grade separation at this location has not been determined, and the geometric and environmental constraints identified above, this improvement may be infeasible or may have undetermined potentially significant impacts. Additionally, this intersection falls under the jurisdiction of the County. Because of the geometric feasibility constraints and the fact that neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements, this impact is considered significant and unavoidable. In addition, the County has jurisdiction over approval of the improvement.

Impact 3.15-4w: Unacceptable LOS at the Grant Line Road/White Rock Road Intersection (Intersection 27) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4w: Participate in Improvements to the Grant Line Road/White Rock Road Intersection (Intersection 27). To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable level, all of the following improvements are required:

- ▶ The northbound approach must be reconfigured to consist of one left-turn lane and three through lanes.
- ▶ The westbound approach must be reconfigured to consist of three through lanes and three left-turn lanes.
- ▶ The eastbound approach must be reconfigured to consist of four through lanes and one right-turn lane; this would require widening of White Rock Road east of the intersection for at least 1,000 feet.

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An alternative to these improvements is partial grade separation of the intersection as identified in the City's Circulation Element/Plan; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible. Also, additional connectivity, such as the improvements to the White Rock Road corridor and construction of Easton Valley Parkway from Rancho Cordova Parkway to the Silva Valley interchange.

Improvements to this intersection must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4w may be infeasible because of geometric and/or environmental constraints. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

In addition, implementation of Mitigation Measure 3.15-4w contemplates action by other public agencies and the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County, and not the agency making the finding. Therefore, there is no certainty that the improvements identified in Mitigation Measure 3.15-4w will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4w would reduce the significant impact on Intersection 27 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, the feasibility of the alternative improvement, grade separation, at this location has not been determined and the improvement may have undetermined potentially significant impacts. The identified improvements fall under the jurisdiction of the County, neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, the impact is considered significant and unavoidable. In addition, the improvement is subject to the approval of the County.

EXHIBIT 1D**Impact 3.15-4x: Unacceptable LOS at the Kilgore Road/White Rock Road Intersection (Intersection 28) Under Cumulative (2032) Conditions.**

Mitigation Measure 3.15-4x: Participate in Improvements to the Kilgore Road/White Rock Road Intersection (Intersection 14). To ensure acceptable operations at the Kilgore Road/White Rock Road intersection, the following improvements must be implemented:

- ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane.
- ▶ The westbound approach must be reconfigured to consist of three left-turn lanes, two through lanes, and one right-turn lane; this would require three receiving lanes south of the intersection.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4x, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4x would reduce significant impacts on Intersection 28 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4y: Unacceptable LOS at the Zinfandel Drive/Eagles Nest Road/Douglas Road Intersection (Intersection 29) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4y: Participate in Improvements to the Zinfandel Drive/Eagles Nest Road/Douglas Road Intersection (Intersection 29). To ensure that the Zinfandel Drive/Eagles Nest Road/Douglas Road intersection operates at an acceptable level, all of the following improvements are required:

- ▶ The northbound and southbound approaches must be reconfigured to consist of one left-turn lane, two through lanes, and one right-turn lane.

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- The westbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and one “free” right-turn lane.

Improvements to this intersection must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4y has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-4y will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4y would reduce the significant impact on Intersection 29 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, the identified improvements fall under the jurisdiction of the County, and therefore neither the City nor the project applicant(s) would have control over their timing or implementation. Thus, the impact is potentially significant and unavoidable. If the County cooperates in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4z: Unacceptable LOS at the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30) Under Cumulative (2032) Conditions.

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Mitigation Measure 3.15-4z: Participate in Improvements to the Sunrise Boulevard/Kiefer Boulevard Intersection (Intersection 30). To ensure that the Sunrise Boulevard/Kiefer Boulevard intersection operates at an acceptable LOS D or better, the following improvements are required:

- The eastbound and westbound right-turn movements require additional capacity treatment, such as overlap phasing. This requires u-turn movements to be prohibited on the northbound and southbound approaches.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4z, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4z would reduce significant impacts on Intersection 30 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4aa: Unacceptable LOS at the Rancho Cordova Parkway/U.S. 50 Westbound Ramps Intersection (Intersection 31) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4aa: Participate in Improvements to the Rancho Cordova Parkway/U.S. 50 Westbound Ramps Intersection (Intersection 31). To ensure that the Rancho Cordova Parkway/U.S. 50 westbound ramps intersection operates at an acceptable LOS, all of the following improvements are required:

- The westbound approach must be reconfigured to consist of one shared through/left-turn lane and two left-turn lanes. This improvement would require widening of the southbound freeway over-crossing to three lanes.

Improvements to this intersection must be coordinated with Caltrans.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4aa has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-4aa will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4aa would reduce the significant impact on Intersection 31 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable level. The identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Given these conditions, this impact is considered significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

3.15-1bb: Unacceptable LOS at the Rancho Cordova Parkway/U.S. 50 Eastbound Ramps Intersection (Intersection 32) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4bb: Participate in Improvements to the Rancho Cordova Parkway/U.S. 50 Eastbound Ramps Intersection (Intersection 32). To ensure that the Rancho Cordova Parkway/U.S. 50 eastbound ramps intersection operates at an acceptable LOS, the following improvement is required:

- The eastbound approach must be reconfigured to consist of one shared through/left-turn lane and two left-turn lanes. This improvement would require widening of the freeway off-ramp to three lanes.

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Improvements to this intersection must be coordinated with Caltrans.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4bb has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4bb will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4bb would reduce the significant impact on Intersection 32 under cumulative (2032) conditions to a less-than-significant level, by reducing overall delay. The identified improvements fall under the jurisdiction of Caltrans and the County; therefore, neither the City nor the project applicant(s) would have control over their timing or implementation. Given these conditions, this impact is considered significant and unavoidable. If Caltrans and the County cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4cc: Unacceptable LOS at the Rancho Cordova Parkway/Easton Valley Parkway Intersection (Intersection 33) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4cc: Participate in Improvements to the Rancho Cordova Parkway/Easton Valley Parkway Intersection (Intersection 33). For the intersection to operate at an acceptable LOS D or better, grade separation of the intersection is required.

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This improvement is consistent with the City's Circulation Element/Plan and associated CIP; however, the grade-separation treatment has not been designed, and it could have geometric and/or environmental constraints that may make the treatment infeasible.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4cc may be infeasible because of geometric and/or environmental constraints, and the grade separation treatment has not been designed. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4cc would reduce the significant impact on Intersection 33 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. However, though consistent with the City's Circulation Element/Plan, the grade-separation treatment has not been designed; it could have geometric and/or environmental constraints that may make the treatment infeasible. Therefore, because the improvement may be infeasible, this impact is considered significant and unavoidable. If the grade separation alternative were deemed feasible, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4dd: Unacceptable LOS at the Rancho Cordova Parkway/White Rock Road Intersection (Intersection 34) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4dd: Participate in Improvements to the Rancho Cordova Parkway/White Rock Road Intersection (Intersection 34). To improve operations at the Rancho Cordova Parkway/White Rock Road intersection, the intersection must be reconfigured to the following:

- ▶ Two left-turn lanes, four through lanes, and one right-turn lane on all approaches.
- ▶ A free right-turn lane on the southbound approach.

However, these improvements are inconsistent with the City General Plan. Alternatively, aggressive at-grade improvements (such as implementation of a continuous-flow

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intersection) or partial grade separation are required, consistent with the City's Circulation Element/Plan and associated CIP, could be implemented.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4dd may be infeasible because of geometric and/or environmental constraints, and the at-grade treatments have not been designed. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4dd would reduce the significant impact on Intersection 34 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS. Because the aggressive at-grade treatments have not been designed, they could have geometric and/or environmental constraints that may make the treatments infeasible. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. If the aggressive at-grade treatments are determined to be feasible, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4ee: Unacceptable LOS at the White Rock Road/Americanos Boulevard Intersection (Intersection 35) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ee: Participate in Improvements to the White Rock Road/Americanos Boulevard Intersection (Intersection 35). To ensure that the White Rock Road/Americanos Boulevard intersection operates at an acceptable LOS during the A.M. peak traffic hour, the northbound and southbound approaches must be reconfigured to consist of two left-turn lanes, three through lanes, and an exclusive right-turn lane. Improvements to this intersection must be coordinated with the County and Aerojet General Corporation (Aerojet).

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

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Enforcement: City of Rancho Cordova Public Works Department, County Department of Transportation, and Aerojet.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4ee has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4ee will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ee would reduce the significant impact on Intersection 35 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better. However, future north-south connectivity falls under the jurisdiction of the County and may be precluded by operations at Aerojet; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of this improvement. Thus, this impact is potentially significant and unavoidable. If the County and Aerojet cooperate in allowing the improvements to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4ff: Unacceptable LOS at the Rancho Cordova Parkway/Douglas Road Intersection (Intersection 36) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ff: Participate in Improvements to the Douglas Road/Jaeger Road Intersection (Intersection 36). To ensure acceptable operations at the Rancho Cordova Parkway/Douglas Road intersection, optimize signal timing and phasing and provide additional capacity treatment to the eastbound right-turn, such as an overlap phase.

Implementation: Project applicants.

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Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4ff, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ff would reduce the significant impact on Intersection 36 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4gg: Unacceptable LOS at the Americanos Boulevard/Douglas Road Intersection (Intersection 37) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4gg: Participate in Improvements to the Americanos Boulevard/Douglas Road Intersection (Intersection 37). To ensure acceptable operations at the Americanos Boulevard/Douglas Road intersection, optimize signal timing and phasing.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1gg, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4gg would reduce the significant impact on Intersection 37 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

EXHIBIT 1D**Impact 3.15-4hh: Unacceptable LOS at the Sunrise Boulevard/ Chrysanthy Boulevard Intersection (Intersection 38) Under Cumulative (2032) Conditions.**

Mitigation Measure 3.15-4hh: Participate in Improvements to the Sunrise Boulevard/Chrysanthy Boulevard Intersection (Intersection 38). To ensure that the Chrysanthy Boulevard/Sunrise Boulevard intersection operates at an acceptable LOS, a second westbound right-turn lane is needed.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1hh, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4hh would reduce the significant impact on Intersection 38 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4ii: Unacceptable LOS at the Rancho Cordova Parkway/ Chrysanthy Boulevard Intersection (Intersection 39) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ii: Participate in Improvements to the Rancho Cordova Parkway/Chrysanthy Boulevard Intersection (Intersection 39). To ensure acceptable operations at the Rancho Cordova Parkway/Chrysanthy Boulevard intersection, optimize signal timing and phasing.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

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Finding: Implementation of Mitigation Measure 3.15-1ii, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ii would reduce the significant impact on Intersection 39 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4jj: Unacceptable LOS at the Americanos Boulevard/Chrysanthy Boulevard Intersection (Intersection 40) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4jj: Participate in Improvements to the Americanos Boulevard/Chrysanthy Boulevard Intersection (Intersection 40). To ensure acceptable operations at the Americanos Boulevard/Chrysanthy Boulevard intersection, optimize signal timing and phasing.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1jj, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4jj would reduce the significant impact on Intersection 40 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4kk: Unacceptable LOS at the Rancho Cordova Parkway/Kiefer Boulevard Intersection (Intersection 41) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4kk: Participate in Improvements to the Rancho Cordova Parkway/Kiefer Boulevard Intersection (Intersection 41). To ensure that the Rancho Cordova Parkway/Kiefer Boulevard intersection operates at an acceptable LOS, the

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signal timing of the intersection needs to be adjusted appropriately to the new balance of traffic with the project.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-1kk, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4kk would reduce the significant impact on Intersection 41 under cumulative (2032) conditions to a less-than-significant level, by allowing this intersection to operate at an acceptable LOS D or better.

Impact 3.15-4ll: Unacceptable LOS at the Sunrise Boulevard/International Drive Intersection (Intersection 42) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ll: Participate in Improvements to the Sunrise Boulevard/International Drive Intersection (Intersection 42). To improve LOS at the Sunrise Boulevard/International Drive intersection, the intersection must be reconfigured to consist of three left-turn lanes, three through lanes, and two right-turn lanes. However, even with these improvements, this intersection would operate at an unacceptable LOS. To further improve operations and to fully reduce the impact, aggressive at-grade improvements (such as implementation of a continuous-flow intersection) or partial grade separation is required, consistent with the City's Circulation Element/Plan and associated CIP.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

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Finding: Implementation of Mitigation Measure 3.15-4ll to reduce the impact to less than significant may be infeasible because of geometric and/or environmental constraints presented by the required at-grade or partial grade separation. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered potentially significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impact of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ll would partially reduce the significant impact on Intersection 42 under cumulative (2032) conditions. However, implementation of this measure would not reduce the impact to a less-than-significant level because at-grade or partial grade separation is required. Because the aggressive at-grade treatments have not been designed, they could have geometric and/or environmental constraints that may make the treatments infeasible. Because the feasibility of improvements necessary to fully reduce this impact to a less-than-significant level is unknown, this impact is considered significant and unavoidable. If the aggressive at-grade treatments are determined to be feasible, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4mm: Unacceptable LOS on State Route 16 between Excelsior Road and Eagles Nest Road (Roadway Segment 1) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4mm: Participate in Improvements to State Route 16 between Excelsior Road to Eagles Nest Road (Roadway Segment 1). Improvements must be made to ensure that SR 16 operates at an acceptable LOS between Excelsior Road and Eagles Nest Road; specifically, this roadway segment should be widened to four lanes. Improvements beyond this mitigation are identified in the City's Circulation Element; specifically, SR 16 is identified as a six-lane expressway, however full funding of this improvement has not been identified.

Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4mm has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County

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and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4mm will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4mm would reduce the significant impact on Roadway Segment 1 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS. However, the identified improvement would fall under the jurisdiction of the County and Caltrans; therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements. Given these conditions, this impact is potentially significant and unavoidable. If the County and Caltrans cooperate in allowing the identified improvement to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4nn: Unacceptable LOS on State Route 16 between Sunrise Boulevard and Grant Line Road (Roadway Segment 2) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4nn: Participate in Improvements to State Route 16 between Sunrise Boulevard and Grant Line Road (Roadway Segment 2). Improvements must be made to ensure that SR 16 operates at an acceptable LOS between Sunrise Boulevard and Grant Line Road; specifically, this roadway segment should be widened to four lanes. Improvements beyond this mitigation are identified in the City's Circulation Element; specifically, SR 16 is identified as a six-lane expressway, however full funding of this improvement has not been identified.

Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

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Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4nn has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effects, there is no certainty that the improvements identified in Mitigation Measure 3.15-4nn will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4nn would reduce the significant impact on Roadway Segment 2 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS. However, the identified improvement would fall partially under the jurisdiction of the County and Caltrans, therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements. Given these conditions, this impact is potentially significant and unavoidable. If the County and Caltrans cooperate in allowing the identified improvement to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

3.15-400: Unacceptable LOS on Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-400: Participate in Improvements to Sunrise Boulevard between Gold Country Boulevard and Coloma Road (Roadway Segment 17). Improvements must be made to Sunrise Boulevard between Gold Country Boulevard and Coloma Road to improve operations; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the Project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve

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Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as CPUC, DFG, USACE, Caltrans, etc.).

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-400 may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and additional river crossings would result in unacceptable impacts. In addition, the implementation of the mitigation requires action by other public agencies, Caltrans and the County. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdictions of Caltrans and the County, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-400 would reduce the significant impact on Roadway Segment 17 under cumulative (2032) conditions to a less-than-significant level by offsetting impacts of project traffic. However, because the improvement (widening of Sunrise Boulevard) is inconsistent with the City's Circulation Element/Plan and therefore may not be implemented, and because the potential for additional river crossings is limited and would require coordination and approval by other regulatory agencies in which neither the City nor project applicant(s) have any control over the timing or implementation of additional river crossings, this impact is considered significant and unavoidable.

Impact 3.15-4pp: Unacceptable LOS on Sunrise Boulevard between Coloma Road and U.S. 50 Westbound Ramps (Roadway Segment 18) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4pp: Participate in Improvements to Sunrise Boulevard between Coloma Road and U.S. 50 Westbound Ramps (Roadway Segment 18). Improvements must be made to improve operations on Sunrise Boulevard between Coloma Road and U.S. 50 westbound ramps; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the Rio del Oro project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity

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improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as CPUC, DFG, USACE, Caltrans, etc.).

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4pp may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and additional river crossings would result in unacceptable impacts. In addition, the implementation of the mitigation requires action by other public agencies. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdiction of other public agencies, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4pp would reduce the significant impact on Roadway Segment 18 under cumulative (2032) conditions to a less-than-significant level by offsetting impacts of project traffic. However, because the improvement (widening of Sunrise Boulevard) is inconsistent with the City's Circulation Element/Plan and therefore may not be implemented, and because the potential for additional river crossings is limited and would require coordination and approval by other regulatory agencies in which neither the City nor project applicant(s) have any control over the timing or implementation of additional river crossings, this impact is considered significant and unavoidable.

Impact 3.15-4qq: Unacceptable LOS on Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard (Roadway Segment 19) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4qq: Participate in Improvements to Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard (Roadway Segment 19).

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Improvements must be made to Sunrise Boulevard between the U.S. 50 eastbound ramps and Folsom Boulevard to improve operations; specifically, this roadway segment should be widened to eight lanes. The identified improvement would more than offset the impacts specifically related to the Project on the roadway segment. However, because of other development in the region that would substantially increase traffic levels, the roadway segment would continue to operate at an unacceptable LOS even with the capacity improvements identified to mitigate SunCreek impacts. The identified improvement is consistent with the County Mobility Study; however, it is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes. Moreover, without additional river crossings, there are no parallel capacity improvements to relieve Sunrise Boulevard on this segment. Additional river crossings would result in significant environmental effects (i.e., loss of riparian habitat and loss of structures).

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department (additional river crossings would require coordination with other agencies such as CPUC, DFG, USACE, Caltrans, etc.).

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4qq may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and additional river crossings would result in unacceptable impacts. In addition, the implementation of the mitigation requires action by other public agencies. The City therefore finds that the mitigation is infeasible and/or is within the responsibility and jurisdictions of other regulatory agencies, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4qq would reduce the significant impact on Roadway Segment 19 under cumulative (2032) conditions to a less-than-significant level by offsetting impacts of project traffic. However, because the improvement (widening of Sunrise Boulevard) is inconsistent with the City's Circulation Element/Plan and therefore may not be implemented, and because the potential for additional river crossings is limited and would require coordination and approval by other regulatory agencies in which neither the City nor project applicant(s) have any control over the timing or implementation of additional river crossings, this impact is considered significant and unavoidable.

EXHIBIT 1D**Impact 3.15-4rr: Unacceptable LOS on Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20) Under Cumulative (2032) Conditions.**

Mitigation Measure 3.15-4rr: Participate in Improvements to Sunrise Boulevard between Folsom Boulevard and White Rock Road (Roadway Segment 20). Improvements must be made to ensure that Sunrise Boulevard operates at an acceptable LOS between Folsom Boulevard and White Rock Road; specifically, this roadway segment should be widened to eight lanes. With implementation of this identified improvement, this segment would operate at an acceptable LOS, but the improvement is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4rr may potentially reduce the project impact to less than significant, but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and would result in unacceptable impacts. The City therefore finds that the mitigation is infeasible. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4rr would reduce the significant impact on Roadway Segment 20 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS D or better. However, because this identified improvement (widening of Sunrise Boulevard) is inconsistent with the City's Circulation Element/Plan and therefore may not be implemented, the impact is considered significant and unavoidable.

Impact 3.15-4ss: Unacceptable LOS on Grant Line Road between White Rock Road and Douglas Road (Roadway Segment 24) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ss: Participate in Improvements to Grant Line Road between White Rock Road and Douglas Road (Roadway Segment 24). Improvements must be made to ensure that Grant Line Road operates at an acceptable LOS between White Rock Road and Douglas Road; specifically, this roadway segment should be widened to four lanes. Improvements beyond this mitigation are identified in the City's Circulation

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Element; specifically, Grant Line Road is identified as a six-lane expressway. However, full funding of this improvement has not been identified.

Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4ss has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, including the County. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of other agencies, and not the agency making the finding. Such changes can and should be adopted by the other agencies. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4ss will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ss would reduce the significant impact on Roadway Segment 24 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS. However, the identified improvement would fall partially under the jurisdiction of the County, therefore, neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements. Given these conditions, this impact is potentially significant and unavoidable. If the County cooperates in allowing the identified improvement to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4tt: Unacceptable LOS on Grant Line Road between Douglas Road and State Route 16 (Roadway Segment 25) Under Cumulative (2032) Conditions.

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Mitigation Measure 3.15-4tt: Participate in Improvements to Grant Line Road between Douglas Road and State Route 16 (Roadway Segment 25). To ensure that Grant Line Road operates at an acceptable LOS D or better between Douglas Road and SR 16, this roadway segment should be widened to six lanes.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4tt, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4tt would reduce the significant impact on Roadway Segment 25 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS D or better.

Impact 3.15-4uu: Unacceptable LOS on Douglas Road between Sunrise Boulevard and Rancho Cordova Parkway (Roadway Segment 27) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4uu: Participate in Improvements to Douglas Road between Sunrise Boulevard and Rancho Cordova Parkway (Roadway Segment 27). To ensure that Douglas Road operates at an acceptable LOS D or better between Sunrise Boulevard and Rancho Cordova Parkway, this roadway segment should be widened to six lanes.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4uu, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that

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changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4uu would reduce the significant impact on Roadway Segment 27 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS D or better.

Impact 3.15-4vv: Unacceptable LOS on Sunrise Boulevard between Douglas Road and Chrysanthy Boulevard (Roadway Segment 38) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4vv: Participate in Improvements to Sunrise Boulevard between Douglas Road and Chrysanthy Boulevard (Roadway Segment 38). Improvements must be made to ensure that Sunrise Boulevard operates at an acceptable LOS D or better between Douglas Road and Chrysanthy Boulevard; specifically, this roadway segment should be widened to eight lanes. With implementation of this improvement, this segment would operate at an acceptable LOS; however, the improvement is inconsistent with the City's Circulation Element/Plan because City policy requires a maximum roadway cross section of six lanes or fewer.

An alternative to this improvement is additional connectivity, such as the extensions of Chrysanthy Boulevard to Kiefer Boulevard, Jaeger Road to Grant Line Road, and Kiefer Boulevard to Sacramento.

Improvements to this roadway segment must be coordinated with the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-1vv may potentially reduce the project impact to less than significant but the mitigation is infeasible because it is inconsistent with the City's Circulation Element/Plan and would result in unacceptable impacts. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

In addition, the implementation of the alternative mitigation requires action by other public agencies, the County and its feasibility is not known. The City therefore finds that

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the mitigation is infeasible and/or is within the responsibility and jurisdictions of the County, and not the agency making the finding. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4vv would reduce the significant impact on Roadway Segment 38 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS D or better. However, this identified improvement (widening of Sunrise Boulevard) is inconsistent with the City's Circulation Element/Plan and therefore may not be implemented. Furthermore, the alternative addition of roadway connectivity, which could also reduce this impact to a less-than-significant level, falls under the jurisdiction of the County; therefore, neither the City nor the project applicant(s) would have control over its timing or implementation. Thus, this impact is considered significant and unavoidable. If the County cooperates in allowing the improvement to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

Impact 3.15-4ww: Unacceptable LOS on Rancho Cordova Parkway between Douglas Road and Chrysanthy Boulevard (Roadway Segment 43) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4ww: Participate in Improvements to Rancho Cordova Parkway between Douglas Road and Chrysanthy Boulevard (Roadway Segment 43). To ensure that Rancho Cordova Parkway operates at an acceptable LOS D or better between Douglas Road and Chrysanthy Boulevard, this roadway segment must be widened to six lanes.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4ww, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4ww would reduce the significant impact on Roadway Segment 43 under cumulative (2032) conditions to a

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less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS.

Impact 3.15-4xx: Unacceptable LOS on Rancho Cordova Parkway Chrysanthy Boulevard and Kiefer Boulevard (Roadway Segment 44) Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4xx: Participate in Improvements to Rancho Cordova Parkway between Chrysanthy Boulevard and Kiefer Boulevard (Roadway Segment 44). To ensure that Rancho Cordova Parkway operates at an acceptable LOS D or better between Chrysanthy Boulevard and Kiefer Boulevard, this roadway segment must implement high access control or be widened to six lanes.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.15-4xx, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4xx would reduce the significant impact on Roadway Segment 44 under cumulative (2032) conditions to a less-than-significant level, by allowing this roadway segment to operate at an acceptable LOS.

Impact 3.15-4yy: Unacceptable LOS at Various Merge, Diverge, and Weave Segments of U.S. 50 Under Cumulative (2032) Conditions.

Mitigation Measure 3.15-4yy: Participate in Improvements to U.S. 50 Merge, Diverge, and Weave Segments. To ensure that project impacts to U.S. 50 merge, diverge, or weave areas are minimized, the following improvements to the U.S. 50 corridor are required:

- ▶ Ramp metering must be added on the Mather Field Road and Zinfandel Drive eastbound on-ramps.
- ▶ An auxiliary lane must be constructed west of Mather Field Road in the eastbound direction.

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- ▶ Traffic-signal timing at freeway interchanges must be coordinated with adjacent City intersections to minimize impacts of vehicle queue spillback onto U.S. 50.
- ▶ Parallel facilities to U.S. 50 must be constructed, including improvements to SR 16, extension of International Drive into and through the SPA, extension of Kiefer Boulevard, construction of Easton Valley Parkway, and connectivity of International Drive to Old Placerville Road.
- ▶ HOV enhancements to existing interchanges must be provided, such as bypass lanes at existing metered on-ramps.

Improvements to these merge, diverge, and weave areas must be coordinated with Caltrans and the County.

Implementation: Project applicants.

Timing: As a condition of project approval and/or as a condition of the development agreement for any particular discretionary development application.

Enforcement: City of Rancho Cordova Public Works Department, Caltrans, and County Department of Transportation.

Significance after Mitigation: Significant and unavoidable.

Finding: Implementation of Mitigation Measure 3.15-4yy has been required or incorporated into the Project. Although the mitigation is imposed on the applicant by the City, the mitigation contemplates action by other public agencies, the County and Caltrans. The City therefore finds that the Project changes at issue are within the responsibility and jurisdictions of the County and Caltrans, and not the agency making the finding. Such changes can and should be adopted by the County and Caltrans. With implementation of the mitigation, the impact would be considered less than significant. The City hereby directs that this mitigation measure be adopted.

The City further finds that while changes or alterations have been required in, or incorporated into, the Project that would avoid the significant environmental effect, there is no certainty that the improvements identified in Mitigation Measure 3.15-4yy will be fully constructed prior to the completion of the proposed Project. This impact is therefore considered significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.15-4yy would aid in reducing the significant impact under cumulative (2032) conditions to a less-than-significant level. The Circulation Element/Plan in the City General Plan and the City's CIP include many of the improvements identified above. However, several of the identified improvements fall under the jurisdiction of Caltrans and the County; therefore,

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neither the City nor the project applicant(s) would have control over the timing or implementation of the improvements. Thus, this impact is potentially significant and unavoidable. If Caltrans and the County cooperate in allowing the improvement to move forward, the impact would be classified as significant in the short term, but eventually would be reduced to a less-than-significant level in the long term.

XVI: UTILITIES and SERVICE SYSTEMS**Impact 3.16-1: Increased Demand for Wastewater Collection and Conveyance Facilities. Project implementation would result in increased generation of wastewater**

Mitigation Measure 3.16-1: Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Submit Proof That Adequate Financing Is Secured. Before the approval the final maps for all project phases, the project applicants shall submit written verification that SRCSD has adequate wastewater conveyance capacity for the amount of development identified in the tentative map has been constructed or is assured through the use of bonds or other sureties to the City's satisfaction. Both on- and off-site wastewater conveyance infrastructure sufficient to provide adequate service to the SPA shall be in place for the amount of development identified in the tentative map before approval of the final map and issuance of building permits by the City of Rancho Cordova Public Works Department and issuance of building permits by the City of Rancho Cordova Building and Safety Division for all project phases, or their financing shall be secured and proof of such financing be provided to the satisfaction of the City.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before approval of final maps and issuance of building permits for any project phases.

Enforcement: City of Rancho Cordova Building and Safety Division and City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.16-1, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.16-1 would reduce the direct, potentially significant impacts associated with increased demand for on- and off-site wastewater collection facilities to a less-than-significant level because adequate

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wastewater conveyance facilities would be documented or adequate financing would be secured to the satisfaction of the City before approval final maps and issuance of building permits.

Impact 3.16-2: Increased Demand for Sacramento Regional Wastewater Treatment Plant (SRWTP) Facilities. Project implementation would result in increased generation of wastewater, thereby increasing the demand for wastewater treatment facilities to support the Project.

Mitigation Measure 3.16-2: Demonstrate Adequate SRWTP Wastewater Treatment Capacity. The project applicants for any particular discretionary development application shall demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the Project. This shall involve preparing a report prior to construction of each phase of development that identifies the amount of wastewater flows generated by the increment of proposed development and, the available SRWTP wastewater treatment plant capacity, and confirming payment of connection and capacity fees as identified by SRCSD. Approval of the final map or improvement plan and issuance of building permits for all project phases shall not be granted until the City verifies adequate SRWTP capacity is available for the amount of proposed development identified in the report.

Implementation: The project applicants for any particular discretionary development application.

Timing: Before approval of Final maps and issuance of building permits for any project phases.

Enforcement: City of Rancho Cordova Building and Safety Division and City of Rancho Cordova Public Works Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.16-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.16-2 would reduce direct significant impacts associated with increased demand for wastewater treatment plant facilities to a less-than-significant level because adequate wastewater treatment facilities sufficient to serve the project would be documented before approval final maps/improvement plans and issuance of building permits.

XVII. WATER SUPPLY

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Impact 3.17-2: Need for Off-Site Water Conveyance, Storage, and Treatment Facilities. Project implementation would result in increased demand for water supply. Off-site water conveyance, storage, and treatment facilities would be required to deliver water to customers on the SPA.

Mitigation Measure 3.17-2: Submit Proof of an On- and Off-Site Infrastructure Delivery System or Assure that Adequate Financing is Secured. The following shall be required for all legislative-level development projects, including community plans, general plan amendments, specific plans, rezonings, and other plan-level discretionary entitlements, but excluding tentative subdivisions maps, parcel maps, use permits, and other project-specific discretionary land-use entitlements or approvals:

► All required water treatment and delivery infrastructure for the Project shall be in place at the time of subsequent, project-specific discretionary land-use entitlements or approvals, or shall be assured prior to occupancy through the use of bonds or other sureties to the City's satisfaction. Water infrastructure may be phased to coincide with the phased development of large-scale projects.

The following shall be required for project-specific discretionary land-use entitlements and approvals, including, but not limited to, all tentative subdivision maps, parcel maps, or use permits:

► Off-site and on-site water infrastructure sufficient to provide adequate water to the subdivision shall be in place prior to the issuance of building permits or their financing shall be assured to the satisfaction of the City prior to the approval of the Final Map, consistent with the requirements of the Subdivision Map Act, or prior to the issuance of a similar, project-level entitlement for nonresidential land uses.

► Off-site and on-site water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy, as determined appropriate by the City, and subject to approval by the City.

Implementation: Project applicants of any particular discretionary development application.

Timing: Before the approval of project-specific, discretionary land-use entitlements and approvals, including all final small-lot maps, or for nonresidential projects, before the issuance of use permits, building permits, or other entitlements.

Enforcement: City of Rancho Cordova Planning Department.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.17-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The

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City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.17-2 would reduce direct, potentially significant impacts to a less-than-significant level because off-site water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before the recordation of any final small-lot subdivision map, or before City approval of any similar project-specific, discretionary approval or entitlement required for nonresidential uses.

Impact 3.17-3: Need for Off-Site Water Conveyance Facilities—Florin Road/Sunrise Boulevard Pipeline. The Project is required to construct a new off-site pipeline in order to convey water from the North Service Area Pipeline (NSAP) to the project site.

Mitigation Measures:

Biological Resources

Mitigation Measure 3.17-3a: Perform Biological Surveys at the Construction Staging Area and Avoid Damage or Destruction to Sensitive Resources by Relocating the Staging Area, if Sensitive Biological Resources are Found. If a previously disturbed area is not available, prior to the establishment of any construction staging area, the project applicant(s) shall retain the services of a qualified professional biologist to perform surveys at the proposed staging area for special-status plants and wildlife and any sensitive habitats such as wetlands or other waters of the U.S., and special-status species that may not be located within the staging area but could be disturbed by construction activities (e.g., raptors). If sensitive biological resources are found at a proposed staging area, another potential staging area shall be identified and evaluated until a suitable site found to be devoid of sensitive resources is identified. The final construction staging area selected shall not be located in any area that would damage or destroy any special-status plant population or habitat for any state or Federally listed special-status wildlife species (e.g., vernal pools, elderberry shrubs, Swainson's hawk nest sites), require fill or result in any indirect impacts to any wetland or other waters of the U.S. or waters of the state, or require take of any special-status wildlife species (as determined by the qualified professional biologist). The project applicant(s) shall first seek a previously disturbed area for staging.

To avoid disturbance to nesting wildlife species (e.g., raptors), the following measures shall be applied:

- ▶ Conduct preconstruction surveys for active nests of Swainson's hawks, white-tailed kite, burrowing owls, and other raptors, at the proposed staging area and within 0.5 mile.

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- If active nests are found, impacts on nesting Swainson's hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with DFG that reducing the buffer would not result in nest abandonment. DFG guidelines recommend establishing buffers of 0.25- to 0.5-mile, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with DFG, determine that such an adjustment would not be likely to adversely affect the nest.
- Monitoring of the nest by a qualified biologist during and after construction activities shall occur (to be funded by the project applicant[s]) if the activity has potential to adversely affect the nest.

Implementation: Before the approval of grading plans and before/during any ground-disturbing activities for the Florin Road/Sunrise Boulevard Pipeline.

Timing: Project applicants of all project phases where construction of the Florin Road/Sunrise Boulevard Pipeline is required.

Enforcement: City of Rancho Cordova Planning Department.

Cultural Resources

Implement Mitigation Measure 3.5-3.

Mitigation Measure 3.17-3b: Perform Cultural Surveys at the Construction Staging Area and Avoid Damage or Destruction to Archaeological Resources by Relocating the Staging Area if Cultural Resources are Found. If a previously disturbed area is not available, prior to the establishment of any construction staging area, the project applicants shall retain the services of a qualified professional archaeologist to perform surveys at the proposed staging area for cultural resources. If cultural resources are found at a proposed staging area, another potential staging area shall be identified and evaluated until a suitable site found to be devoid of sensitive resources is identified. The final construction staging area selected shall not be located in any area that would damage or destroy cultural resources. The project applicants shall first seek a previously disturbed area for staging.

To avoid damage or destruction of cultural resources, the project applicants of all project phases where construction of the pipeline is required shall hire a qualified archaeologist to perform a cultural records search and survey, if appropriate. If any cultural resources are discovered along the pipeline route or within the selected construction staging area as a result of the records search, the staging area shall be moved to a different location without any known cultural resources, and Mitigation Measure 3.5-3 shall be implemented in the vicinity of the known resources along the pipeline route.

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Implementation: Before the approval of grading plans and before/during any ground-disturbing activities for the Florin Road/Sunrise Boulevard Pipeline.

Timing: Project applicants of all project phases where construction of the Florin Road/Sunrise Boulevard Pipeline is required.

Enforcement: City of Rancho Cordova Planning Department.

Drainage, Hydrology, and Water Quality

Implement Mitigation Measures 3.9-1 and 3.17-3a.

Geology, Soils, and Mineral Resources

Implement Mitigation Measures 3.7-1a and 3.9-1.

Public Services

Implement Mitigation Measure 3.14-1.

Utilities and Service Systems

Implement Mitigation Measure 3.17-2.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.17a, 3.5-3, 3.9-1, 3.17-3b, 3.7-1a, 3.9-1, 3.14-1, and 3.17-2, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.17-2 would reduce direct, potentially significant impacts related to the provision of required off-site water conveyance facilities to a less-than-significant level, because off-site water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before the recordation of any final small-lot subdivision map, or before the City approves any similar project-specific, discretionary approval or entitlement required for nonresidential uses.

Implementation of Mitigation Measures 3.17-3a and 3.9-1 would reduce direct and indirect impacts at the construction staging area to biological resources to a less-than-significant level because project-related construction staging activities would be sited to avoid special-status species or sensitive habitats.

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Implementation of Mitigation Measures 3.5-3, 3.7-1a, 3.9-1, 3.14-1, and 3.17-3b would reduce indirect significant impacts related to off-site water conveyance facilities to a less-than-significant level, because adverse impacts on cultural resources would be avoided, appropriate recommendations of a geotechnical engineer would be incorporated into the project design, appropriate BMPs would be implemented to control erosion, and a traffic plan would be developed and implemented during construction activities.

Impact 3.17-4: Need for Off-Site Water Conveyance Facilities—Potential Conversion of the Anatolia Raw Groundwater Transmission Pipeline. In the event that construction of the NSAP were to be delayed, the Anatolia raw groundwater transmission pipeline could be converted to a treated surface water transmission pipeline by constructing a surface water transmission pipeline from the Vineyard Surface WTP to the existing Anatolia groundwater transmission pipeline.

Mitigation Measures:

Biological Resources

Implement Mitigation Measure 3.17-3a.

Cultural Resources

Implement Mitigation Measures 3.5-3 and 3.17-3b.

Drainage, Hydrology, and Water Quality

Implement Mitigation Measures 3.9-1 and 3.17-3a.

Geology, Soils, and Mineral Resources

Implement Mitigation Measures 3.7-1a and 3.9-1.

Public Services

Implement Mitigation Measure 3.14-1

Utilities and Service Systems

Implement Mitigation Measure 3.17-2.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measures 3.17a, 3.5-3, 3.9-1, 3.17-3b, 3.7-1a, 3.9-1, 3.14-1, and 3.17-2, which have been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. The City therefore finds that changes or alterations have

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been required in, or incorporated into, the Project that avoid the significant environmental effect.

Rationale for Finding: Implementation of Mitigation Measure 3.17-2 would reduce direct, potentially significant impacts related to the provision of required off-site water conveyance facilities to a less-than-significant level, because off-site water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before the recordation of any final small-lot subdivision map, or before the City approves any similar project-specific, discretionary approval or entitlement required for nonresidential uses.

Implementation of Mitigation Measures 3.17-3a and 3.9-1 would reduce direct and indirect impacts at the construction staging area to biological resources to a less-than-significant level, because no special-status species or sensitive habitats would be adversely affected by project-related construction staging activities.

Implementation of Mitigation Measures 3.5-3, 3.7-1a, 3.9-1, 3.14-1, and 3.17-3b would reduce indirect significant impacts related to off-site water conveyance facilities to a less-than-significant level, because adverse impacts on cultural resources would be avoided, appropriate design recommendations of a geotechnical engineer would be incorporated into project design, appropriate BMPs would be implemented to control erosion, and a traffic plan would be developed and implemented during construction activities.

Impact 3.17-5: Need for Off-Site Water Conveyance Facilities—Americanos Boulevard Pipelines. The Project is required to construct new off-site pipelines to convey Zone 6 water from the North Douglas storage tanks to the project site.

Mitigation Measures:

Biological Resources

Implement Mitigation Measures 3.3-1a, 3.3-1b, 3.3-3a, 3.3-3c, 3.9-3d, and 3.17-3a.

Mitigation Measure 3.17-5: Conduct Protocol-Level Preconstruction Surveys for Special-Status Plants. The project applicants shall retain a qualified botanist to conduct protocol-level preconstruction special-status plant surveys for all potentially occurring plant species. If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter report to U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Game (DFG), and the City of Rancho Cordova, and no further mitigation shall be required.

If special-status plant populations are found, the project applicants of affected project phases shall consult with the City, DFG, and USFWS, as appropriate depending on species status, to determine the appropriate mitigation measures for direct and indirect impacts on any special-status plant population that could result from project implementation. Mitigation measures may include preserving and enhancing existing

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populations, creation of off-site populations on project mitigation sites through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat or individuals.

If potential impacts on special-status plant species are likely as determined by the botanist, a mitigation and monitoring plan shall be developed before the approval of grading plans or any ground-breaking activity within 250 feet of a special-status plant population. The mitigation plan shall be submitted to the City of Rancho Cordova for review and approval. It shall be submitted concurrently to DFG or USFWS, as appropriate depending on species status, for review and comment. The plan shall require the following:

► Viable plant populations shall be maintained on-site and avoidance measures shall be identified for any existing population(s) to be retained and compensatory measures for any populations directly affected. Possible avoidance measures include fencing populations before construction and exclusion of project activities from the fenced-off areas, and construction monitoring by a qualified botanist to keep construction crews away from the population. The mitigation plan shall also include monitoring and reporting requirements for populations to be preserved on-site or protected or enhanced off-site.

► If relocation efforts are part of the mitigation plan, the plan shall include details on the methods to be used, including collection, storage, propagation, receptor site preparation, installation, long-term protection and management, monitoring and reporting requirements, and remedial action responsibilities should the initial effort fail to meet long-term monitoring requirements.

► If off-site mitigation includes dedication of conservation easements, purchase of mitigation credits, or other off-site conservation measures, the details of these measures shall be included in the mitigation plan, including information on responsible parties for long-term management, conservation easement holders, long-term management requirements, and other details, as appropriate to target the preservation of long term viable populations.

Implementation: Before the approval of grading plans and before/during any ground-disturbing activities for the Americanos Boulevard pipeline.

Timing: Project applicants of all project phases where construction of the Americanos Boulevard pipeline is required.

Enforcement: City of Rancho Cordova Planning Department.

Cultural Resources

Implement Mitigation Measures 3.5-2, 3.5-3 and 3.17-3b

EXHIBIT 1D**Drainage, Hydrology, and Water Quality**

Implement Mitigation Measures 3.9-1 and 3.17-3a.

Geology, Soils, and Mineral Resources

Implement Mitigation Measures 3.7-1a and 3.9-1.

Public Services

Implement Mitigation Measure 3.14-1.

Utilities and Service Systems

Implement Mitigation Measure 3.17-2.

Significance after Mitigation: Less than significant, except that direct and indirect impacts on wetlands and other waters of the U.S., vernal pool fairy shrimp, and vernal pool tadpole shrimp would remain significant and unavoidable.

Finding: Implementation of the mitigation measures above, which have been required or incorporated into the Project, will not reduce this impact to a less-than-significant level. The City hereby directs that these mitigation measures be adopted. Changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with Impact 3.17-5. No mitigation is available to render the effects less than significant. The effects (or some of the effects) therefore remain significant and unavoidable. The City concludes, however, that the Project's benefits outweigh the significant unavoidable impacts of the Project, as set forth in the Statement of Overriding Considerations.

Rationale for Finding: Implementation of Mitigation Measure 3.17-2 would reduce direct, potentially significant impacts related to the provision of required off-site water conveyance facilities to a less-than-significant level, because off-site water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before recordation of any final small-lot subdivision map, or before the City approves any similar project-specific, discretionary approval or entitlement required for nonresidential uses.

Implementation of Mitigation Measures 3.3-1a, 3.3-1b, 3.3-3a, 3.3-3c, 3.3-3d, 3.17-3a, and 3.17-5 would reduce direct and indirect significant impacts on Swainson's hawks, white-tailed kites, burrowing owls, and other raptors; Western spadefoot toad; western pond turtles; and special-status plants resulting from the Americanos Boulevard pipeline installation to a less-than-significant level because they would: ensure that wetland habitat removed from the pipeline route be replaced on a no net loss basis; require measures to minimize adverse effects on water quality and wetland hydrology that could

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indirectly affect wetland habitat and species; ensure that nesting raptors are identified prior to construction and require avoidance measures or buffers to ensure nesting raptors are not disturbed; require surveys to identify and avoid Western pond turtles; and require plant surveys to identify and avoid or compensate for special-status plants.

Implementing Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-3c would reduce direct significant impacts on jurisdictional wetlands and other waters of the U.S. and on vernal pool fairy shrimp and vernal pool tadpole shrimp resulting from pipeline construction, but not necessarily to a less-than-significant level for the same reasons indicated in Section 3.3, “Biological Resources.” Therefore direct and indirect impacts on wetlands and other waters of the U.S. and on vernal pool fairy shrimp and vernal pool tadpole shrimp would remain significant and unavoidable.

Implementation of Mitigation Measures 3.5-2, 3.5-3, 3.7-1a, 3.9-1, 3.14-1, and 3.17-3b would reduce indirect significant impacts related to off-site water conveyance facilities to a less-than-significant level, because adverse impacts on cultural resources would be avoided, appropriate design recommendations of a geotechnical engineer would be incorporated into project design, appropriate BMPs would be implemented to control erosion, and a traffic plan would be developed and implemented during construction activities.

Impact 3.17-6: Need for On-Site Water Conveyance and Storage Facilities. Project implementation would require construction of on-site water conveyance facilities to deliver water from SCWA’s off-site conveyance facilities to the SPA.

Mitigation Measure: Implement Mitigation Measure 3.17-2.

Significance after Mitigation: Less than significant.

Finding: Implementation of Mitigation Measure 3.17-2, which has been required or incorporated into the Project, will reduce the impact to a less-than-significant level. The City hereby directs that this mitigation measure be adopted. The City therefore finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects.

Rationale for Finding: Implementation of Mitigation Measure 3.17-2 would reduce direct, potentially significant impacts to a less-than-significant level because on-site water conveyance facilities sufficient to convey water supplies to subdivisions or nonresidential uses would be in place before recordation of any final small-lot subdivision map, or before City approval of any similar project-specific, discretionary approval or entitlement required for nonresidential uses.

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ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 128-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING GENERAL PLAN AMENDMENTS TO THE LAND USE ELEMENT AND THE
OPEN SPACE ELEMENT, MAKING FINDINGS REGARDING THE ENVIRONMENTAL
REVIEW REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
APPROVING THE PUBLIC FACILITIES FINANCING PLAN
FOR THE SUNCREEK SPECIFIC PLAN**

WHEREAS, the SunCreek Specific Plan Project (“Project” or “Specific Plan”) is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova (“City”). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, storm water detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”); and

WHEREAS, the Project’s purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City’s jobs/housing balance; and

WHEREAS, the proposed amendments to the General Plan’s Land Use and Open Space Elements relate to the Project; and

WHEREAS, the amendment to the Land Use Element (**Exhibit 2A**) under this Resolution will modify the General Plan’s land use map to reflect the Project’s use map; and

WHEREAS, the City Council has previous considered the benefits of amending the City’s General Plan Open Space Element to revise the open space requirement from 1.75 acres per 1,000 population to 1.0 acres per 1,000 population; and

WHEREAS, the amendment to the Open Space, Parks, and Trails Element (**Exhibit 2B**) under this Resolution will modify General Plan standards to reflect the Project’s proposed park and open space features; and

WHEREAS, the required environmental review under the California Environmental Quality Act (“CEQA”) for the amendment to the General Plan Land Use Element under this Resolution has been conducted within the Environmental Impact Report (“EIR”) for the Project.

ATTACHMENT 2

On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding considerations and a mitigation monitoring and reporting program for the Project; and

WHEREAS, since an Environment Impact Report has been certified for the General Plan, no further environmental review for proposed changes to the General Plan are required under the California Environmental Quality Act ("CEQA") unless the conditions for preparation of a subsequent or supplemental EIR under Public Resources Code Section 21166 (Section 21166) and CEQA Guidelines Section 15162 and 15163 are met; and

WHEREAS, pursuant to CEQA, City staff prepared an Addendum to the General Plan Final EIR ("Addendum") for the Open Space Element amendments to determine if further environmental review was required under Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163. The analysis in the Addendum determined that none of the standards requiring the preparation of a subsequent or supplemental EIR under these sections were met. Under CEQA Guidelines Section 15164, an explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 and 15163 may be included in an addendum. CEQA does not require that the Addendum be circulated for agency or public review and comment; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this Project; and

WHEREAS, the attached Amendments to the General Plan and the Addendum were reviewed by the City Council of the City of Rancho Cordova on November, 18, 2013, during a public hearing being duly noticed and advertised in accordance with all legal requirements for General Plan amendments; and

WHEREAS, at the public hearing, the City Council received testimony from the public on the attached General Plan Amendments and the Addendum; and

WHEREAS, all procedural requirements for the adoption of a General Plan amendment have been followed; and

WHEREAS, the SunCreek Specific Plan is consistent with the General Plan and complies with all of its requirements, including the amendments made pursuant to this Resolution; and

WHEREAS, pursuant to the General Plan requirement in Policy 2.1 of the Infrastructure, Services and Finance Element, Landowners prepared a Public Facilities Financing Plan including an Infrastructure Phasing Plan for the SunCreek Specific Plan; and

WHEREAS, the Public Facilities Financing Plan describes the backbone infrastructure and public facilities necessary to serve the Project's buildout, estimates the costs of the infrastructure, and identifies the proposed funding sources; and

WHEREAS, the Infrastructure Phasing Plan included in the Public Facilities Financing Plan sets a conceptual phasing plan for the major backbone infrastructure needed to serve the plan area; and

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WHEREAS, the attached Public Facilities Financing Plan was reviewed by the City Council of the City of Rancho Cordova on November, 18, 2013, during a public hearing being duly noticed and advertised in accordance with all legal requirements for the adoption of specific plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Section 1. Amendment to the Land Use Element of the General Plan (Exhibit 2A)

A. California Environmental Quality Act. The City Council resolves that the Environmental Impact Report prepared for the SunCreek Specific Plan is adequate and complete to address significant adverse impacts on the environment related to the amendment to the Land Use Element of the General Plan, attached hereto as **Exhibit 2A**, based on the findings in Resolution No. __-2013, certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan. Resolution No. __-13 was adopted by the City Council on November __, 2013.

B. General Plan Consistency. The amendment to the Land Use Element, attached hereto as **Exhibit 2A**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as described in Appendix X of the SunCreek Specific Plan, "Analysis of Project Consistency with City Policies."

C. Adoption. The City Council hereby adopts the amendment to the Land Use Element of the General Plan, as set forth in **Exhibit 2A**, attached hereto and incorporated herein by reference.

Section 2. Amendment to the Open Space Element of the General Plan (Exhibit 2B)

A. California Environmental Quality Act. The City Council makes the following findings to support the determination that no further environmental review is required under CEQA for the proposed Open Space Element amendments. These findings are based on information contained in the Addendum, the General Plan Final EIR, the staff report to the City Council, and all other information contained in the record before the City Council. These findings constitute a summary of the information contained in the entire record. The detailed facts to support the findings are set forth in the Addendum 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:

- i. The Amendment to the Open Space Element does not constitute substantial changes to the General Plan that will require major revisions to the General Plan Final EIR, due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

The Amendment also will not result in new significant impacts that were not analyzed in the General Plan Final EIR. The General Plan Final EIR analyzed all the impacts of the open space provisions in combination with the Quimby Act requirements. The proposed reduction in open space requirement is in balance with the current trends for providing unprogrammed open space land. The Amendment does not alter the Quimby Act

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requirements. With the Amendments, the impacts of development under the General Plan on open space, parks and recreation facilities will remain less than significant on a Project and cumulative level as identified in the General Plan EIR.

The Amendment will not result in substantially more severe significant impacts than those identified in the General Plan EIR. The Amendment reduces the open space for neighborhood greens from 1.75 acres per 1000 population to 1.0 acre per 1000 population. The changes in these limited Policies and Actions would not result in a substantial increase in the severity of the significant impacts identified in the General Plan EIR. The Amendments would not cause any increase in the severity of impacts in any other resource areas analyzed in the General Plan EIR.

- ii. 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 Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163. As discussed in the Addendum, the City is aware of the submission of applications for development within the City limits and the County of Sacramento's processing of a General Plan Update which proposes urban uses within the City's General Plan Planning Area. However, the impacts of development of urban uses within the City limits and Planning Area were analyzed in the General Plan EIR. So, these proposals are not new information or changed circumstances that would result in any new or substantially more severe impacts than those identified in the General Plan EIR.

B. General Plan Consistency. The amendment to the Open Space Element, attached hereto as **Exhibit 2B**, is consistent with the overall intent and vision of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

- i. The proposed amendment is internally consistent with the General Plan, due to the fact the open space section to be amended is limited to the Open Space Element only and its amendment will not be inconsistent with other goals and policies of the other elements.
- ii. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City. The reduction of required open space will not be detrimental to the public, because other open space amenities such as pedestrian trails, bikeways and connecting paseos are now part of the design guidelines, which are in addition to the required 1.0 acre of open space per 1,000 population. These other amenities, in combination with the required 1.0 acre of open space will adequately and effectively meet the needs of future residents.
- iii. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act. See section "C" below.

ATTACHMENT 2**C. Approval of Addendum Prepared for the Open Space Element Amendments.**

- i. The City has properly prepared an Addendum to the General Plan Final EIR consistent with CEQA Guidelines section 15164 to explain its decision not to prepare a subsequent or supplemental EIR or conduct further environmental review for the Amendments.
- ii. No further environmental review under CEQA is required for the amendments to the Open Space Element because there is no substantial evidence in the record as a whole that any of the standards under Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163 are met.
- iii. The City Council hereby approves the Addendum, attached hereto as **Exhibit 2C**.
- iv. The City Council has considered the information in the General Plan Final EIR and Addendum and approved the Addendum prior to adopting the amendments to the Open Space Element.

D. Adoption. The City Council hereby adopts the amendment to the Open Space Element of the General Plan, as set forth in **Exhibit 2B**, attached hereto and incorporated herein by reference.

Section 3. SunCreek Specific Plan Public Facilities Financing Plan (Exhibit 2D)

A. California Environmental Quality Act. In compliance with the requirements of the California Environmental Quality Act, the City prepared an Environmental Impact Statement and an Environmental Impact Report for the SunCreek Specific Plan ("EIR"). On November 18, 2013, the City Council adopted Resolution No. __-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals. The Public Facilities Financing Plan is considered in the SunCreek Specific Plan therefore its impacts are considered in the Specific Plan's EIR.

B. General Plan Consistency.

- i. General Plan Infrastructure, Services, and Finance Element ISF 2.1 requires that the SunCreek Specific Plan have a financing and phasing plan. The Public Facilities Finance Plan identifies necessary infrastructure, utilities, and services for the SunCreek Specific Plan.
- ii. SunCreek Specific Plan, Section I.9, "Implementation," identifies the requirements for the Financing Plan, and includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.
- iii. The Public Facilities Finance Plan is consistent with the Specific Plan, which is consistent with the General plan as fully addressed in Appendix X of the SunCreek Specific Plan, "Analysis of Project Consistency with City Policies."

ATTACHMENT 2

C. Adoption. The City Council hereby approves the Public Facilities Financing Plan for the SunCreek Specific Plan, as set forth in **Exhibit 2D**, attached hereto and incorporated herein by reference.

Section 4. Severability

If any section, subsection, clause or phrase of this Resolution 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 Resolution that can be given effect without the invalid provision and, to this end the provisions of this Resolution are severable. This City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Resolution enforced.

Section 5. Effective Date of Sections 1 and 2 of this Resolution

Sections 1 and 2 of this Resolution shall take effect and be enforced (30) days after its adoption.

Section 6. Effective Date of Section 3 of this Resolution

Section 3 of this Resolution, approval of the Public Facilities Financing Plan for the SunCreek Specific Plan, shall not take effect until Ordinance 41-2013, adopting the SunCreek Specific Plan, is adopted and in effect.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 18th day of November, 2013.

AYES:

NOES:

ABSENT:

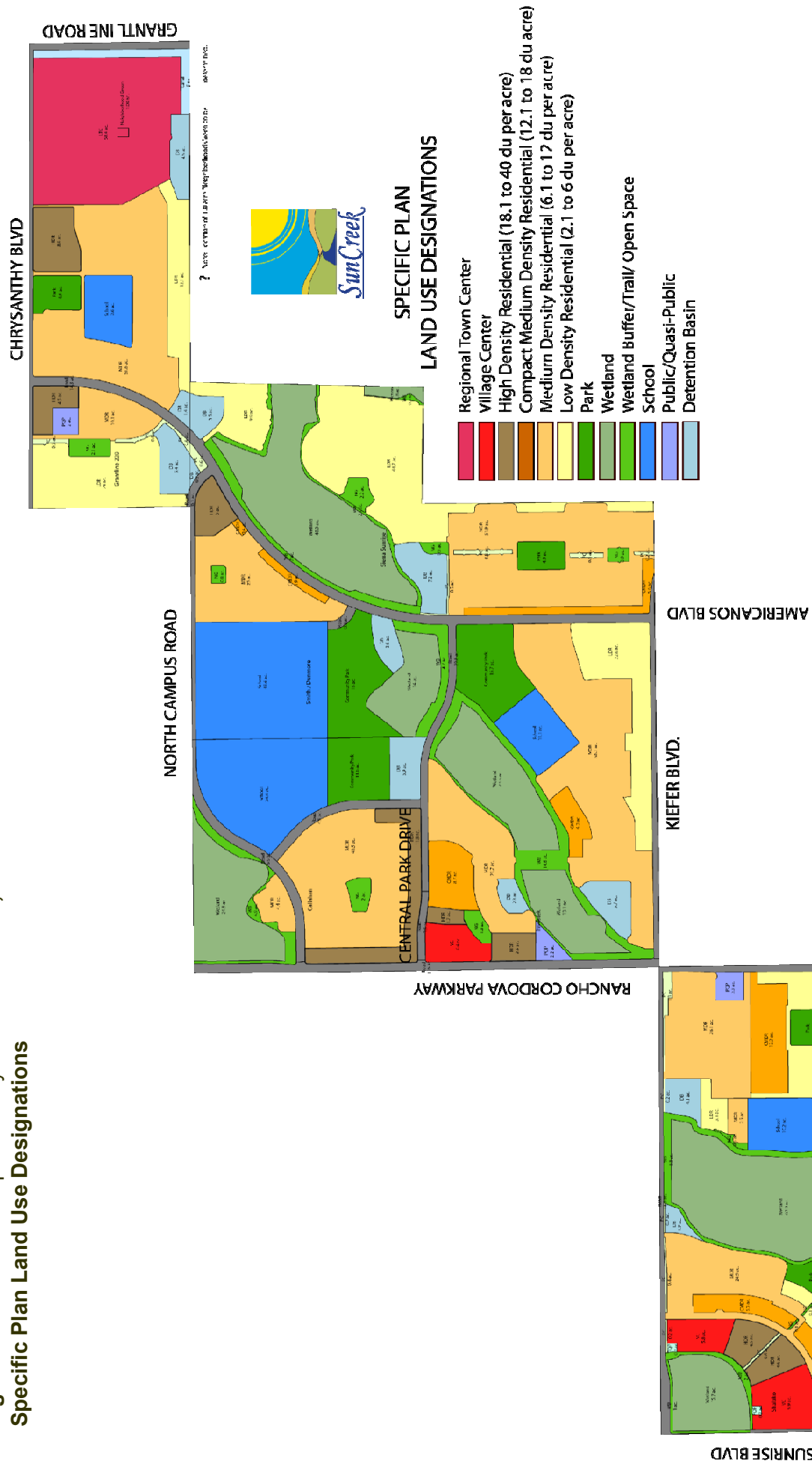
ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk
2181506.10

Figure Error! No text of specified style in document.-1,
Specific Plan Land Use Designations



SUNRISE BLVD

KIEFER BLVD.

AMERICANOS BLVD

RANCHO CORDOVA PARKWAY

CENTRAL PARK DRIVE

NORTH CAMPUS ROAD

CHRYSANTHY BLVD

GRANTLINE ROAD

General Plan Amendments

VII – Open Space, Parks, and Trails Element

A. Amendments to text beginning on page 2 of the OSPT Element:

RELATED PLANS AND PROGRAMS

The Open Space, Parks, and Trails Element relates to several other plans and programs, including the following:

- **Open Space Performance Standards Guidelines.** ~~Under review when Rancho Cordova prepared this General Plan, the~~ The City's Open Space Performance Standards Guidelines ~~will establish standards expectations~~ for open space, trails, green infrastructure, greenways and neighborhood outdoor gathering places to guide the development of these important community amenities. ~~These standards will~~ Guidelines serve as the City's action program for the improvement, expansion, and maintenance of the City's open space.
- **Cordova Recreation and Parks District (CRPD) Master Plan.** Under revision when Rancho Cordova prepared this General Plan, the CRPD will establish park requirements, parks plans, and recreation programs for the entire District, including the City of Rancho Cordova. CRPD provides park and recreation services to the City and works with the City in the establishment of parks policies.
- **Quimby Act.** State legislation allows local jurisdictions to require dedication of land for park and recreation purposes. This Element establishes the City's parkland dedication requirement.
- **American River Parkway Plan.** The American River Parkway Plan, ~~was adopted by Sacramento County in 1985 and updated in 2008, has been drafted~~ to manage the Parkway's natural resources, to allow recreation in a natural environment, and to coordinate Parkway planning and management efforts. The American River Parkway is a celebrated amenity within the community and establishes the framework for the network of trails described in this Element and the Circulation Element. ~~The County is currently updating the American River Parkway Plan and the City of Rancho Cordova is a partner in the planning efforts to preserve and enhance the area and recreational uses adjoining the City's northern boundary.~~
- **Pedestrian Master Plan.** ~~Under review when The City's Rancho Cordova prepared this General Plan, the~~ Pedestrian Master Plan, adopted in 2011, will establishes policies, programs, and projects to improve the pedestrian system with the City of Rancho Cordova. Many of the City's planned pedestrian facilities are off-street shared trails as outlined in this Element and the Circulation Element.
- **Bicycle Study and Bikeway Master Plan.** ~~The City's Bicycle Master Plan, adopted in 2011, Bikeway Study analyzed existing bicycle facilities and contributed to the planning of the~~ directs the implementation of bikeway network for the General Plan. ~~The Bicycle Master Plan will direct the implementation of the bicycle network described in the General Plan.~~

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- **Folsom South Canal Roadmap.** During the period when the City prepared this General Plan, a group of City staff and representatives of public and private interests formed the Folsom South Canal Partners (including the City) was formed to explore ways to enhance the Folsom South Canal and the relationship to its surroundings. The Partners developed the Folsom South Canal Roadmap to compile information about the canal, outlines the goals and vision of the Partners, identifies a framework for future partnerships and agreements, and informs and guides a more detailed future planning effort. While the Partners are no longer active, the Folsom South Canal provides an important corridor for bicycle and pedestrian mobility.
- **Upper Laguna Creek Collaborative.** The Collaborative ~~is~~ has ~~advocated~~ ing the planning, design, and development of a parkway along the Upper Laguna Creek. The City ~~is~~ has ~~participated~~ ing in and ~~supported~~ ing the efforts of the Collaborative to develop a plan for Upper Laguna Creek. ~~Future successes will be incorporated into the General Plan implementation documents such as the Trails Master Plan.~~
- **Rancho Cordova Design Guidelines.** The Citywide Design Guidelines identify objectives, standards, and guidelines that are intended to encourage, promote, and require high-quality, pedestrian-oriented development while allowing flexibility in the design solutions. Design concepts of project and community identity and public gathering places should be applied to the City's parks and open space areas.
- **Caltrans standards.** Caltrans establishes State minimum standards for several types of transportation facilities including trails outlined in this Element and the Circulation.

B. Amendments to text beginning on page 8 of the OSPT Element:

Goals, Policies and Actions:

Policy OSPT.2.1 - Review all proposals for new residential development to ensure compliance with the City's minimum open space standards.

- **Action OSPT.2.1.1** – Adopt City Open Space ~~Standards~~ Guidelines as an action program to implement the open space policy framework in this Element. The standards will clearly define the City's requirements for the improvement, expansion, and maintenance of open space. Such standards shall include provisions for two types of open space: 1) Mandatory Open Space Community Places, and 2) Performance Based Open Space Green Infrastructure.
- **Action OSPT.2.1.2** -Require developers of all new residential development to dedicate Community Places open space land at a rate of ~~4.75~~ 1.0 acres of land per 1,000 population, generally comprised of:
 - Open Turf, ~~and~~ Tree Canopy ~~and~~ Dog Parks;
 - Neighborhood Greens; and
 - Communitywide Open Space.
- **Action OSPT.2.1.3** – Consider partial credit for mandatory open space within drainage facilities when certain criteria are met.

EXHIBIT 2B

- **Action OSPT.2.1.4** - Exempt from the minimum open space requirements residential subdivisions of ten acres or less which are not part of a master-planned development meeting the minimum open space requirement, at the City's discretion.
- **Action OSPT.2.1.5** – Require all new development projects to provide a system of connected open space that includes greenway, trails, nodes, and green infrastructure (see City Open Space ~~Standards~~ Guidelines), in proximity to all new residents.
- **Action OSPT.2.1.6** - Ensure that funding for maintenance of open space is sufficient prior to approval of any Final Subdivision Map of development that includes open space facilities or amenities.
- **Action OSPT.2.1.7** - Consider including encumbered land (such as a power line easement) that meets all other requirements for Community Places open space for inclusion in the open space system on a case-by-case basis.

Policy OSPT.2.2 - Create a plan for identifying and maintaining open space.

- **Action OSPT.2.2.1** - ~~Adopt a comprehensive~~ Implement the provisions of the City's Open Space Guidelines in the selection, design and maintenance of Preservation Plan as the action program that clearly implements the City's open space policy framework and provides clear direction for the maintenance of open space lands within the City.

CITY OF RANCHO CORDOVA OPEN SPACE, PARKS, AND TRAILS ELEMENT GENERAL PLAN AMENDMENT

Addendum to the Final EIR



City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

November 2013

ADDENDUM TO THE FINAL EIR
FOR THE
CITY OF RANCHO CORDOVA
GENERAL PLAN
OPEN SPACE, PARKS, AND TRAILS ELEMENT
CITY OF RANCHO CORDOVA, CALIFORNIA



Prepared by:

CITY OF RANCHO CORDOVA
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Fax 916.851.8762

NOVEMBER 2013

**EXHIBIT 2C
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1.0 INTRODUCTION

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1.0 INTRODUCTION

This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document has been prepared to serve as an Addendum to the previously certified Rancho Cordova General Plan Final Environmental Impact Report (FEIR), which consists of the Draft EIR and Final EIR. The City of Rancho Cordova is the lead agency for the environmental review of the proposed Rancho Cordova General Plan Open Space, Parks, and Trails Element Amendment (project).

1.1 BACKGROUND AND PURPOSE OF THE EIR ADDENDUM

The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. Text changes are proposed to the Rancho Cordova General Plan Open Space, Parks, and Trails Element in order to clarify the City's intent associated with the overall implementation of the General Plan. The proposed changes necessitate the need to determine if further environmental review is required under CEQA. Please refer to Section 2.0 (Project Description) for a detailed description of the proposed changes.

In determining whether an Addendum is the appropriate document to analyze the modifications to the project and its approval, State CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

- (a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*
- (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.*
- (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.*
- (d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.*
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

1.2 BASIS FOR DECISION TO PREPARE ADDENDUM

When a Final EIR has previously been certified for a project, Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163 set forth the criteria for determining whether a subsequent EIR or supplemental EIR may be prepared in support of further agency action on the project. Under these Guidelines, a subsequent or supplemental EIR shall be prepared if any of the following criteria are met.

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency*

1.0 INTRODUCTION

determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.*

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis), of the Addendum to the Rancho Cordova General Plan Final EIR (Addendum), the proposed changes do not meet the criteria for preparing a subsequent or supplemental EIR. An addendum is appropriate here because, as explained addressed in Section 3.0, none of the conditions calling for preparation of a subsequent EIR have occurred.

1.3 ORGANIZATION AND SCOPE**SECTION 1.0 – INTRODUCTION**

Section 1.0 provides an introduction and overview describing the intended use of the EIR Addendum.

SECTION 2.0 – PROJECT DESCRIPTION

This section provides a detailed description of the proposed project.

SECTION 3.0 – ENVIRONMENTAL ANALYSIS

This section contains an analysis of environmental topic areas that were addressed in the Rancho Cordova General Plan Final EIR.

2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed Rancho Cordova General Plan Open Space, Parks, and Trails Element Amendment and the purpose of this Addendum. The reader is referred to Section 3.0 (Environmental Analysis) for the analysis of environmental effects of this project in relation to the previous analysis provided in the Rancho Cordova General Plan Final EIR (State Clearinghouse No. 2005022137).

2.1 LOCAL AND REGIONAL SETTING

PROJECT LOCATION

The City of Rancho Cordova and its General Plan Planning Area (Planning Area) are located in Sacramento County in the north central portion of the State of California. The City of Rancho Cordova is located entirely within the eastern portion of Sacramento County, covering approximately 20,000 acres. The Planning Area consists of the existing incorporated City and a larger study area (approximately 58,190 acres). The northern boundary of the Planning Area is the American River; the eastern edge of the Planning Area is the Cosumnes floodplain and the Urban Services Boundary for Sacramento County. The Planning Area ends at Prairie City Road, which is the western boundary of the City of Folsom Sphere of Influence. The communities of Rosemont and Gold River were included in the Planning Area because of their close proximity to Rancho Cordova and the interaction between these communities and future land uses in the City. The Planning Area boundary extends west to Watt Avenue (to include Rosemont) and extends south of Jackson Highway by at least one mile to include entire parcels.

PROJECT SETTING

The Planning Area is predominately flat with undulating topography near the Cosumnes River floodplain to the south and the American River to the north. The American River Parkway is located along the northern boundary of the Planning Area. Other waterways include Morrison Creek, Laguna Creek, Elder Creek, Buffalo Creek, Frye Creek, Rebel Hill Ditch and the Folsom South Canal. Southern portions of the Planning Area include one of the largest complexes of vernal pools in California. Other natural features in the Planning Area include riparian habitat (primarily located along the American River), oak trees and oak woodlands, grasslands, land areas substantially disturbed from historic gold dredging activities (specifically in the northern and eastern portions of the Planning Area).

U.S. Highway 50 traverses east to west passes through the northern portion of the Planning Area, while State Highway 16 passes through the southern portion of the Planning Area. Sunrise Boulevard, a major thoroughfare running north and south, bisects the Planning Area. Folsom Boulevard, running northeast to southwest, is located in the northern portion of the Planning Area.

The Planning Area currently includes but is not limited to land uses such as residential, commercial, office, industrial, and agricultural. The majority of developed area is located in the northern portion of the Planning Area with approved and proposed urban development south of Highway 50 and east of Sunrise Boulevard in the south central portion of the Planning Area. While the northern portion of the Planning Area is developed, vast regions to the south and east are primarily undeveloped. The reader is referred to the Rancho Cordova General Plan Draft EIR Section 4.1 (Land Use) for a description of land use and applicable land use plans throughout the Planning Area.

2.0 PROJECT DESCRIPTION

Located in the Planning Area, but outside of the existing City limits, is the site of the existing Aerojet/GenCorp operations. This area has been used for rocket testing and development operations since the 1950's that resulted in soil and groundwater contamination through much of the area. Also located within the Planning Area, but outside of current city limits, is the former site of Mather Field Air Force Base. The former air base includes the still operating Mather Field Airport.

2.2 OVERVIEW OF THE RANCHO CORDOVA GENERAL PLAN AND ITS ASSOCIATED EIR

PURPOSE OF A GENERAL PLAN

California law requires each city to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The General Plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions. The General Plan organizes the desires of Rancho Cordova residents with respect to the physical, social, economic, and environmental character of the City.

In accordance with California Government Code Section 65302, a General Plan must address the issues of land use, circulation, housing, noise, safety, conservation, and open space. The general plan can also address topics of special and unique interest, including urban design, economic development, air quality, historic and cultural resources, infrastructure, services, and finance. These topics are optional, but often reflect issues that are important to the community. California Government Code Section 65300.5 specifically requires that the elements and associated policy provisions are internally consistent and that no one element or provision of a general plan carries greater weight than another.

According to state law, the General Plan is the primary document the City utilizes to regulate land use. Consequently, the Zoning Ordinance, specific plans, and individual public and private development proposals must be consistent with the General Plan goals, policies, and action items. This General Plan is the policy guide for the development (both public and private) of the City of Rancho Cordova. It is the basis for all land use decisions, including subdivisions, capital improvements, development agreements, and many other actions that must be consistent with this plan. The General Plan identifies the City's land use, circulation, environmental, economic, and social goals and policies. It provides a basis for local government decision-making. Additionally, it informs citizens, developers, and decision-makers, as well as other jurisdictions and public agencies, of the ground rules that guide development within the City.

BACKGROUND OF THE RANCHO CORDOVA GENERAL PLAN AND ITS EIR

The City of Rancho Cordova commenced preparation of the General Plan in May 2004. Preparation of the General Plan included preparation of technical reports on the land use, demographics, economic conditions, and natural resource conditions of the Planning Area. General Plan visioning and policy provisions were developed by the City through several public workshops and meetings held before the General Plan Advisory Committee, Planning Commission and City Council. The General Plan was adopted June 26, 2006 and includes the State-required elements (Land Use, Housing, Circulation, Conservation, Open Space, Safety and Noise) as well as five additional elements. The adoption of the General Plan included the adoption of the General Plan Land Use Map (see General Plan Land Use Element page 15 and 16) and the associated 16 Planning Area conceptual land plans (see General Plan Land Use

Element pages 49 through 94) that set the land use vision of the City, as well as the Roadway System and Sizing Map (see General Plan Circulation Element page 11) for roadway improvements, Bikeways and Trails Plan (see General Plan Circulation Element page 15) and Transit System Map (see General Plan Circulation Element page 19).

The environmental effects of the adoption and implementation of the General Plan were disclosed and analyzed in the Rancho Cordova General Plan Draft and Final EIR (State Clearinghouse No. 2005022137). The Draft EIR identified General Plan policies and action items that provide mitigation of identified significant environmental impacts, as well as identified mitigation measures in the form of additional policies and action items for significant impacts (see Draft EIR pages 2.0-7 through -52). Some General Plan policies, action items and mitigation measures were refined as a result of input during public review as identified in the Final EIR (see Final EIR pages 2.0-8 through -57). However, there were several significant environmental effects that were identified as significant and unavoidable in the areas of land use, agriculture, population/housing/employment, traffic, air quality, noise, aggregate resources, water supply, biological resources, cultural resources, wastewater, and visual resources. The Rancho Cordova City Council adopted a Statement of Overriding Considerations with the adoption of the General Plan which identified specific benefits that outweighed these significant impacts, including the following: (see City of Rancho Cordova Resolution No. 116-2006):

- Provision of needed residential dwelling units to meet regional housing needs and provide diverse housing opportunities.
- General Plan provides comprehensive land use and transportation planning that maintains a compact urban form inside the Planning Area and implements Smart Growth principles.
- Economic benefits from the implementation of the General Plan through retention of existing businesses and jobs as well as attraction new jobs and businesses.
- The General Plan would accommodate regional growth by proposing a concentrated development pattern that balances employment, residential, retail and recreational uses, linked to transportation system improvements. Benefits include reduction in vehicle miles traveled in region.
- Provision of significant park acreage as well as establishment of open space for mitigation for impacts on natural resources.

2.3 PROPOSED AMENDMENT TO THE GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT

The proposed project includes amending the City's General Plan Open Space, Parks, and Trails Element changing the open space requirement from 1.75 acres per 1,000 population to 1.0 acre per 1,000 population. The proposed General Plan amendment will reduce the total amount of green space within future development in the City. However, in addition to the open space requirement addressed by this action, the City will maintain its requirement for new development to provide 5 acres of traditional parks per 1,000 residents. Additionally, the City requires that new development provide trail corridors and additional open space within new development that is above and beyond the 5 acres of tradition parks and the 1 acre of open space that would be required for every 1,000 residents in new development projects.

2.0 PROJECT DESCRIPTION

The City is also adopting Open Space Guidelines, which implements Action OSPT.2.1.1 of the Open Space, Parks, and Trails Element of the General Plan. The Open Space Guidelines is a companion document that clearly describes how open space should be incorporated in new development projects. By providing a comprehensive and broad framework for future open space amenities, the Open Space Guidelines will ensure the City's vision for a high quality and desirable community will be achieved.

The specific changes to the Open Space, Parks, and Trails Element are shown in underline and ~~strike through~~ format below:

Beginning on Page 2 of the Open Space, Trails, and Parks Element:

- **Open Space Performance Standards Guidelines.** ~~Under review when Rancho Cordova prepared this General Plan, the~~ The City's Open Space Performance Standards Guidelines ~~will establish standards expectations~~ for open space, trails, green infrastructure, greenways and neighborhood outdoor gathering places to guide the development of these important community amenities. These ~~standards will~~ Guidelines serve as the City's action program for the improvement, expansion, and maintenance of the City's open space.
- **Cordova Recreation and Parks District (CRPD) Master Plan.** Under revision when Rancho Cordova prepared this General Plan, the CRPD will establish park requirements, parks plans, and recreation programs for the entire District, including the City of Rancho Cordova. CRPD provides park and recreation services to the City and works with the City in the establishment of parks policies.
- **Quimby Act.** State legislation allows local jurisdictions to require dedication of land for park and recreation purposes. This Element establishes the City's parkland dedication requirement.
- **American River Parkway Plan.** The American River Parkway Plan, ~~was adopted by Sacramento County in 1985 and updated in 2008, has been drafted~~ to manage the Parkway's natural resources, to allow recreation in a natural environment, and to coordinate Parkway planning and management efforts. The American River Parkway is a celebrated amenity within the community and establishes the framework for the network of trails described in this Element and the Circulation Element. ~~The County is currently updating the American River Parkway Plan and the City of Rancho Cordova is a partner in the planning efforts to preserve and enhance the area and recreational uses adjoining the City's northern boundary.~~
- **Pedestrian Master Plan.** ~~Under review when The City's Rancho Cordova prepared this General Plan, the~~ Pedestrian Master Plan, adopted in 2011, ~~will establishes~~ polices, programs, and projects to improve the pedestrian system with the City of Rancho Cordova. Many of the City's planned pedestrian facilities are off-street shared trails as outlined in this Element and the Circulation Element.
- **Bicycle Study and Bikeway Master Plan.** The City's Bicycle Master Plan, adopted in 2011, ~~Bikeway Study analyzed existing bicycle facilities and contributed to the planning of the~~ directs the implementation of bikeway network for the General Plan. The Bicycle

~~Master Plan will direct the implementation of the bicycle network described in the General Plan.~~

- **Folsom South Canal Roadmap.** ~~During the period when the City prepared this General Plan, a group of City staff and representatives of public and private interests formed the Folsom South Canal Partners (including the City) was formed to explore ways to enhance the Folsom South Canal and the relationship to its surroundings. The Partners developed the Folsom South Canal Roadmap to compile information about the canal, outlines the goals and vision of the Partners, identify~~ ies ~~a framework for future partnerships and agreements, and informs and guides a more detailed future planning effort. While the Partners are no longer active, the Folsom South Canal provides an important corridor for bicycle and pedestrian mobility.~~
- **Upper Laguna Creek Collaborative.** ~~The Collaborative is~~ has ~~advocated~~ ing ~~the planning, design, and development of a parkway along the Upper Laguna Creek. The City is~~ has ~~participated~~ ing ~~in and supported~~ ing ~~the efforts of the Collaborative to develop a plan for Upper Laguna Creek. Future successes will be incorporated into the General Plan implementation documents such as the Trails Master Plan.~~
- **Rancho Cordova Design Guidelines.** The Citywide Design Guidelines identify objectives, standards, and guidelines that are intended to encourage, promote, and require high-quality, pedestrian-oriented development while allowing flexibility in the design solutions. Design concepts of project and community identity and public gathering places should be applied to the City's parks and open space areas.
- **Caltrans standards.** Caltrans establishes State minimum standards for several types of transportation facilities including trails outlined in this Element and the Circulation.

Beginning on Page 5 of the Open Space, Trails, and Parks Element:

Goals, Policies and Actions:

Policy OSPT.2.1 - Review all proposals for new residential development to ensure compliance with the City's minimum open space standards.

- **Action OSPT.2.1.1** – Adopt City Open Space ~~Standards~~ Guidelines as an action program to implement the open space policy framework in this Element. The standards will clearly define the City's requirements for the improvement, expansion, and maintenance of open space. Such standards shall include provisions for two types of open space: 1) ~~Mandatory Open Space Community Places~~, and 2) ~~Performance Based Open Space Green Infrastructure~~.
- **Action OSPT.2.1.2** -Require developers of all new residential development to dedicate Community Places open space land at a rate of ~~4.75~~ 1.0 acres of land per 1,000 population, generally comprised of:
 - Open Turf, and Tree Canopy ~~and Dog Parks~~;
 - Neighborhood Greens; and
 - Communitywide Open Space.

2.0 PROJECT DESCRIPTION

- **Action OSPT.2.1.3** – Consider partial credit for mandatory open space within drainage facilities when certain criteria are met.
- **Action OSPT.2.1.4** - Exempt from the minimum open space requirements residential subdivisions of ten acres or less which are not part of a master-planned development meeting the minimum open space requirement, at the City's discretion.
- **Action OSPT.2.1.5** – Require all new development projects to provide a system of connected open space that includes greenway, trails, nodes, and green infrastructure (see City Open Space ~~Standards~~ Guidelines), in proximity to all new residents.
- **Action OSPT.2.1.6** - Ensure that funding for maintenance of open space is sufficient prior to approval of any Final Subdivision Map of development that includes open space facilities or amenities.
- **Action OSPT.2.1.7** - Consider including encumbered land (such as a power line easement) that meets all other requirements for Community Places open space for inclusion in the open space system on a case-by-case basis.

Policy OSPT.2.2 - Create a plan for identifying and maintaining open space.

Action OSPT.2.2.1 - ~~Adopt a comprehensive~~ Implement the provisions of the City's Open Space Guidelines in the selection, design and maintenance of Preservation Plan as the action program that clearly implements the City's open space policy framework and provides clear direction for the maintenance of open space lands within the City.

2.4 PURPOSE OF ADDENDUM

This Addendum addresses these proposed amendments to the Rancho Cordova General Plan Open Space, Parks, and Trails Element in relation to the previous environmental review under the Rancho Cordova General Plan EIR. State CEQA Guidelines Section 15164 defines an Addendum as:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurredA brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

The analysis provided in this Addendum (see Section 3.0 for the technical analysis) provides the substantial evidence to support that none of the following circumstances set forth in State CEQA Guidelines Section 15162 would result from adoption of the proposed Rancho Cordova General Plan Open Space, Parks, and Trails Element Amendment:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Information and technical analyses from the Rancho Cordova General Plan EIR are utilized throughout this Addendum. Relevant passages from this document (consisting of the Draft EIR and Final EIR) are cited and available for review at:

City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95827

3.0 ENVIRONMENTAL ANALYSIS

INTRODUCTION

This section of the addendum provides analysis and cites substantial evidence that support's the City's determination that the proposed amendments to the Rancho Cordova General Plan Open Space, Parks, and Trails Element do not meet the criteria for preparing a subsequent or supplemental EIR under State CEQA Guidelines Section 15162.

First, as addressed in the analysis below, the proposed amendments to the Open Space, Parks, and Trails Element are not substantial changes to existing policies and actions. They would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the General Plan Final EIR (State CEQA Guidelines Section 15162[a][1]) that would require major revisions to the General Plan Final EIR. All impacts would be equivalent to the impacts previously analyzed in the General Plan Final EIR.

Second, proposed modifications to the General Plan are programmatic in nature and are not changes in physical circumstances that would cause a new significant impact or substantially increase the severity of a previously identified significant impact, and there have been no other changes in the circumstances that meet this criterion (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the City of Rancho Cordova Planning Area not contemplated and analyzed in the General Plan EIR that would result in new or substantially more severe environmental impacts.

Third, as documented in Section 3.0, there is no new information of substantial importance (which was not known or could not have been known at the time of the General Plan adoption in June 2006) that identifies: a new significant impact (condition "A" under State CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition "B" State CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects of the General Plan; or mitigation measures or alternatives which are considerably different from those analyzed in the General Plan EIR which would substantially reduce one or more significant effects on the environment (conditions "C" and "D" State CEQA Guidelines Section 15162[a][3]). The reader is referred to City Resolution No. 116-2006 regarding findings on the feasibility of alternatives evaluated in the Draft EIR. None of the "new information" conditions listed in the State CEQA Guidelines Section 15162[a][3] are present here to trigger the need for a subsequent or supplemental EIR.

State CEQA Guidelines Section 15164 states that "The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." An addendum is appropriate here because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

ENVIRONMENTAL IMPACT ANALYSIS

The purpose of this analysis is to focus on impact areas that have the potential to be affected by the proposed General Plan Amendments. Impact areas including Population/Housing/Employment, Hazards and Human Health, Transportation and Circulation, Air Quality, Noise, Geology and Soils, Hydrology and Water Quality, and Utilities and Services will not be analyzed further in this Addendum. No substantial changes have occurred to the City and or the surrounding area that would change the prior analysis and/or conclusions in the General Plan EIR. The proposed amendments would not create any new or additional

3.0 ENVIRONMENTAL ANALYSIS

significant impacts that were not already identified in the General Plan EIR; nor would they cause any impacts peculiar to the project or parcels. Mitigation measures relating to these impact areas are included in the General Plan EIR, are still applicable, and would reduce impacts to the furthest extent feasible. Furthermore, these impact areas need to be analyzed at the project level as specific applications are submitted to the City. Specific development applications would be subject to further CEQA review.

Land Use, Agriculture, Biological, Cultural, and Visual resources impacts are analyzed below to determine if further environmental review is necessary.

3.1 LAND USE

PREVIOUSLY IDENTIFIED IMPACTS IN THE RANCHO CORDOVA GENERAL PLAN FINAL EIR

- Impact 4.1.1 Implementation of the Rancho Cordova General Plan would not result in the physical division of established communities because the General Plan was designed to focus on redevelopment of existing urbanized areas and siting new development in vacant portions of the Planning Area, rather than developing a way that might divide established communities. The “building block” concept in the proposed General Plan, and relevant policies and action items, would ensure that such division does not occur. Accordingly, adoption of the General Plan is considered a less than significant impact.
- Impact 4.1.2 Implementation of the General Plan could result in incompatibilities or conflicts between existing and future land uses in the Planning Area, including land located outside of the Rancho Cordova city limits. However, implementation of policy provisions of the General Plan would reduce this potential impact to less than significant.
- Impact 4.1.3 Implementation of the proposed General Plan has the potential to conflict with applicable land use plans, policies or regulations of agencies with jurisdiction over parts of the Planning Area that provide for environmental protection. This is considered a significant and unavoidable impact.
- Impact 4.1.4 The Rancho Cordova General Plan has the potential to conflict with the South Sacramento Habitat Conservation Plan, which is the only applicable habitat conservation plan in the Planning Area. This is considered a less than significant impact.
- Impact 4.1.5 When considered with existing, proposed, planned and approved development in the region, implementation of the Rancho Cordova General Plan has the potential to result to contribute cumulative land use conditions in the region that result in significant impacts to the physical environment. This is considered a cumulatively considerable and significant and unavoidable impact.

These impacts were addressed on Draft EIR pages 4.1-36 through -64 (division of established communities, incompatibilities between land uses, conflicts with relevant land use plans, policies or regulations, and conflicts with an applicable habitat conservation plan, and cumulative impacts) with minor refinements to the impact analysis made in the Final EIR (Final EIR page 4.0-4).

PROPOSED GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT AMENDMENT

None of the above General Plan EIR impacts made reference to the General Plan Open Space Parks, and Trails Element policies and action items proposed for amendment. In addition, the amendments would not affect agricultural impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or increased severity of significant agricultural resource impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information that meets the standards for requiring further environmental review under CEQA Guidelines Section 15162

3.2 AGRICULTURE

PREVIOUSLY IDENTIFIED IMPACTS IN THE RANCHO CORDOVA GENERAL PLAN FINAL EIR

- Impact 4.2.1 Implementation of the proposed General Plan would result in the loss of important farmlands (Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, etc) as designated by the Farmland Mapping and Monitoring Program. This is considered a significant and unavoidable impact.
- Impact 4.2.2 Implementation of the proposed General Plan could result in the placement of urban uses adjacent to agricultural uses within and adjacent to the City. This is considered a significant and unavoidable impact.
- Impact 4.2.3 Implementation of the proposed General Plan could result in a conflict with existing Williamson Act contracts. This is considered a significant impact.
- Impact 4.2.4 Implementation of the General Plan Land Use Map Book along, with other proposed development in Sacramento County, would contribute to the additional conversion of important farmlands to other uses and may increase agriculture/urban interface conflicts. This is a cumulatively considerable and a significant and unavoidable impact.

These impacts were addressed in detail on Draft EIR pages 4.2-17 through -26 (loss and conversion of agricultural land, agricultural/urban interface conflicts, Williamson Act contracts, and cumulative agricultural resource impacts). None of these impacts made reference to the General Plan Open Space, Parks, and Trails Element policies and action items proposed for amendment.

PROPOSED GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT AMENDMENT

As noted above, none of these impacts made reference to the General Plan Open Space, Parks, and Trails Element policies and action items proposed for amendment. In addition, the amendments would not affect agricultural impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or increased severity of significant agricultural resource impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information that meets the standards for requiring further environmental review under CEQA Guidelines Section 15162.

3.0 ENVIRONMENTAL ANALYSIS

3.3 BIOLOGICAL RESOURCES

PREVIOUSLY IDENTIFIED IMPACTS IN THE RANCHO CORDOVA GENERAL PLAN FINAL EIR

- Impact 4.10.1 Implementation of the proposed General Plan would result in direct and indirect loss of habitat and individuals of endangered, threatened, rare, proposed, and candidate status as well as plant species identified by the California Native Plant Society with a rating of List 1B (i.e. rare, threatened or endangered plants). This would be a significant and unavoidable impact.
- Impact 4.10.2 Implementation of the proposed General Plan would result in direct and indirect loss of habitat and individuals of animal and plant species of concern and other non-listed special status species. This would be a significant and unavoidable impact.
- Impact 4.10.3 Implementation of the proposed General Plan would result in the loss of foraging habitat for raptors, migratory birds, and other wildlife. This would be a significant and unavoidable impact.
- Impact 4.10.4 Implementation of the proposed General Plan would result in substantial adverse impacts to and the potential loss of jurisdictional waters of the U.S. This would be a significant and unavoidable impact.
- Impact 4.10.5 Implementation of the proposed General Plan would interfere substantially with the movement of several special status and common wildlife species. This would be a significant and unavoidable impact.
- Impact 4.10.6 Implementation of the proposed General Plan would result in the loss of native and landmark trees. This would be a significant and unavoidable impact.
- Impact 4.10.7 Implementation of the proposed General Plan would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or any adopted biological resources recovery or conservation plan of any Federal or State agency. This would result in not impact.
- Impact 4.10.8 Implementation of the proposed General Plan, together with past, present, and probable future projects in the Planning Area and larger regional context would result in a cumulatively significant loss of biological resources in the region. The General Plan's incremental contribution to this cumulative impact is cumulatively considerable and a significant and unavoidable impact.

These impacts were addressed in detail in Draft EIR pages 4.10-32 through -68 (endangered species, threatened species, other listed species, species of concern, non-listed special status species, loss of habitat, jurisdictional waters, wildlife movement corridors, trees, adopted federal and state conservation and recovery plans, and cumulative impacts) with refinements made in the Final EIR on pages 4.0-11 through -13.

PROPOSED GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT AMENDMENT

Overall, the proposed project would not result in new or increased severity of significant biological resource impacts beyond what was addressed in the General Plan Final EIR. The changes to the Open Space, Parks, and Trails Element are consistent with the development under the General Plan. No portion of the proposed project would change any GP policies and action items related to biological resources. The proposed project would result in the same land disturbance and impacts to biological resources as analyzed in the General Plan EIR. Thus, no new or increased severity of significant biological impacts would occur beyond what was addressed in the General Plan Final EIR. All future development projects would be subject to applicable City requirements pertaining to biological resources, as well as further CEQA analysis of project-specific impacts.

3.4 CULTURAL AND PALEONTOLOGICAL RESOURCES

PREVIOUSLY IDENTIFIED IMPACTS IN THE RANCHO CORDOVA GENERAL PLAN FINAL EIR

- Impact 4.11.1 Adoption of the City of Rancho Cordova General Plan could result in the potential disturbance of cultural resources (i.e., prehistoric sites, historic sites, and isolated prehistoric/historic artifacts and features) and human remains. This is considered a significant and unavoidable impact.
- Impact 4.11.2 Adoption of the Rancho Cordova General Plan could result in the potential disturbance of paleontological resources (i.e., fossils and fossil formations). This is considered a potentially significant impact, but was mitigated to less than significant.
- Impact 4.11.3 Adoption of the Rancho Cordova General Plan along with foreseeable development in the region could result in the disturbance of cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts and features) and human remains. This contribution is considered cumulatively considerable and a significant and unavoidable impact.
- Impact 4.11.4 Adoption of the Rancho Cordova General Plan along with any foreseeable development in the region could result in the potential disturbance of paleontological resources (i.e., fossils and fossil formations). This is considered a less than cumulatively considerable impact.

These impacts were addressed in detail on Draft EIR pages 4.11-8 through -19 (prehistoric resources, historic resources, human remains, paleontological resources, and cumulative impacts). None of these impacts made reference to the General Plan Open Space, Parks, and Trails Element policies and action items proposed for amendment.

PROPOSED GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT AMENDMENT

As noted above, none of these impacts made reference to the General Plan Open Space, Parks, and Trails Element policies and action items proposed for amendment. In addition, the amendments would not affect cultural and paleontological resource impacts because they would not change land use designations, the extent of anticipated urban development or ground disturbance. Thus, no new or increased severity of significant cultural and paleontological resource impacts would occur beyond what was addressed in the General Plan Final EIR.

3.0 ENVIRONMENTAL ANALYSIS

3.5 VISUAL RESOURCES/LIGHT AND GLARE

PREVIOUSLY IDENTIFIED IMPACTS IN THE RANCHO CORDOVA GENERAL PLAN FINAL EIR

- Impact 4.13.1 Implementation of the proposed General Plan Land Use Map will not result in substantial damage to scenic resources within a state scenic highway. There is no impact.
- Impact 4.13.2 Implementation of the General Plan will encourage new development and redevelopment activities that could potentially degrade existing scenic vistas. This is considered a less than significant impact.
- Impact 4.13.3 Implementation of the General Plan will encourage new development and redevelopment activities that could degrade the existing visual character or quality of the Planning Area. This is considered a significant and unavoidable impact.
- Impact 4.13.4 Implementation of the General Plan Land Use Map would create new sources of daytime glare, and substantially change nighttime lighting and illumination levels in the Planning Area, associated with new and redevelopment activities. This is considered a less than significant impact.
- Impact 4.13.5 Implementation of the General Plan will encourage new development and redevelopment activities that would contribute to the cumulative alteration of existing landscape characteristics of the region. This impact is cumulatively considerable and a significant and unavoidable impact.

These impacts were addressed on Draft EIR pages 4.13-5 through -18 (alteration of scenic resources within a scenic highway, degradation of a scenic vista, alteration of visual character, daytime glare and nighttime lighting, and cumulative impacts). The only impacts that made reference to the General Plan Open Space, Parks, and Trails Element policies and action items proposed for amendment was Impact 4.13.3 and 4.13.5 (adopted General Plan policies NR.2.2 and NR.3.2 were referenced in these impacts). These impacts were identified as significant and unavoidable under project and cumulative conditions.

PROPOSED GENERAL PLAN OPEN SPACE, PARKS, AND TRAILS ELEMENT AMENDMENT

Overall, the proposed project would not result in new or increased severity of significant visual and light and glare impacts beyond what was addressed in the General Plan Final EIR. The changes to the Open Space, Parks, and Trails Element are consistent with the development under the General Plan. No portion of the proposed project would change any GP policies and action items related to visual resources or light and glare. Thus, no new or increased severity of visual resources/light and glare impacts would occur beyond what was addressed in the General Plan Final EIR. All future development projects would be subject to applicable City requirements pertaining to visual resources, as well as further CEQA analysis of project-specific impacts.

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Sacramento County. *Sacramento County Draft General Plan Update*. Sacramento, CA June 2007.

EXHIBIT 2D

Public Review Draft Report**SunCreek Specific Plan
Public Facilities Financing Plan**

The Economics of Land Use



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City of Rancho Cordova

Prepared by:

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November 2013

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Appendix B: Public Agency Fee Revenue Calculations

Appendix C: Guiding Principles for Funding Backbone Infrastructure

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Appendix E: Proposed SunCreek Land Equalization Program

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prepared by MacKay & Soms

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1. EXECUTIVE SUMMARY

Overview

This Public Facilities Financing Plan (Financing Plan) sets forth the strategy to finance required Backbone Infrastructure and other Public Facilities serving the proposed land uses in the SunCreek Specific Plan (hereafter, referred to as SCSP or Project). The financing strategy is designed to assure the City of Rancho Cordova (City) that the required facilities will be constructed when necessary. The Financing Plan includes the use of existing fee programs, development of a new Special Financing District, and use of other funding mechanisms. The Financing Plan will be submitted for approval to the City Council as a companion document to the SunCreek Specific Plan (Specific Plan) document. This Financing Plan is based on the guiding principles set forth in the Specific Plan, which are attached as **Appendix A**.

The SCSP is located on approximately 1,265 acres in the Sunrise Douglas Community Plan (SDCP), adopted by Sacramento County (County) in 1995. This area is now part of the City, which incorporated in July 2003 and has been identified for development in the City's General Plan. Although the SDCP is no longer in effect, the SCSP provides important uses such as a high school, middle school, community park, and additional commercial uses that complement the previously approved SunRidge Specific Plan and help complete the Sunrise Douglas community. **Map 1-1** shows the location and boundaries of the SCSP.

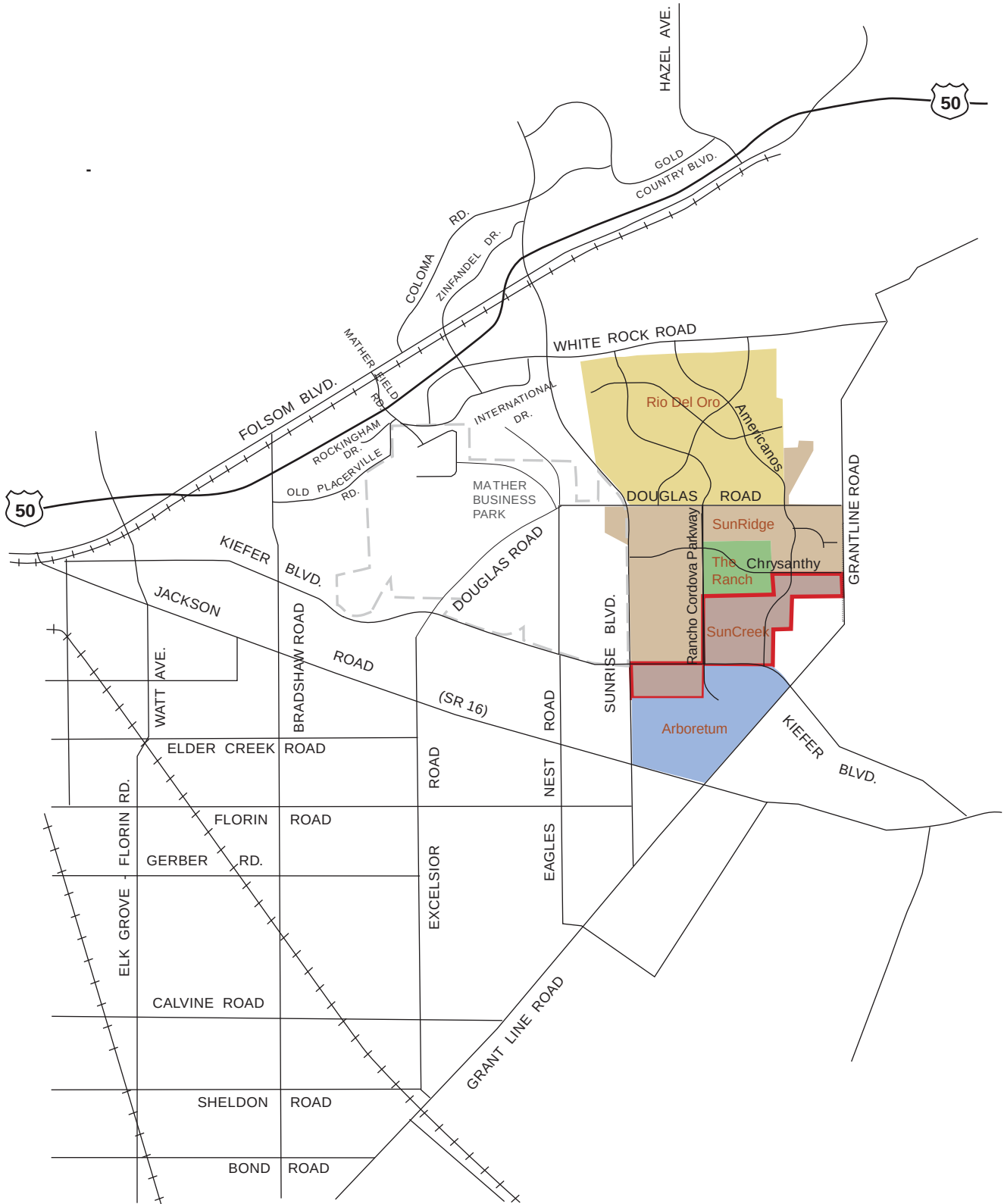
The Financing Plan is based on the SCSP's proposed land use designations, which include these:

- 4,893 residential units.
- 22 acres of village center (VC) commercial.
- 58 acres of regional town center commercial.
- 111 acres of schools.
- 403 acres of parks, detention basins, open space, and other public uses.
- 83 acres of major roadways.

The Financing Plan describes the Backbone Infrastructure and Public Facilities necessary to serve the Project's buildout and the proposed funding sources. The Financing Plan also includes a land equalization component designed to distribute the burden of land dedications necessary to install the required Backbone Infrastructure and Public Facilities.

The Financing Plan provides a comprehensive financing strategy that is flexible enough to adjust to both market demand and the specific needs of individual project areas. The SCSP is the second area to develop in the SDCP. The first area that secured entitlements and approval is the SunRidge Specific Plan.

Map 1-1 Regional Location



Project Description and Proposed Land Uses

The Specific Plan identifies land use classifications for the SCSP that correspond with the City's General Plan Land Use Designations. Based on the density standards presented in the Specific Plan, the proposed land use plan is estimated to yield 4,893 dwelling units, of which 3,744 are single-family units in a variety of types and densities (low density, medium density, and compact density) and 1,149 are multifamily (high-density) units. **Map 1-2** shows the land use allocation by parcel for the SCSP. **Table 1-1** summarizes the land use assumptions. The overall residential density of the SCSP is 8.3 units per acre.

The SCSP also includes 58.4 acres of regional town center commercial and approximately 22 acres of VC. The purpose of the VC commercial designation is to establish locations that serve a variety of purposes, including employment centers, retail commercial, professional office, and light assembly. The purpose of the regional town center is to meet a regional need for shopping, entertainment, and other large regional destination uses.

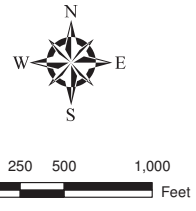
In addition to the 669 acres of residential and nonresidential land uses, the SCSP includes 596 acres of schools, parks, detention facilities, open space, and roads. This includes 111 acres designated for schools, 74 acres for parks and neighborhood greens, 7 acres for park corridors, and 83 acres needed for major roads.

Regional and Backbone Facilities Costs

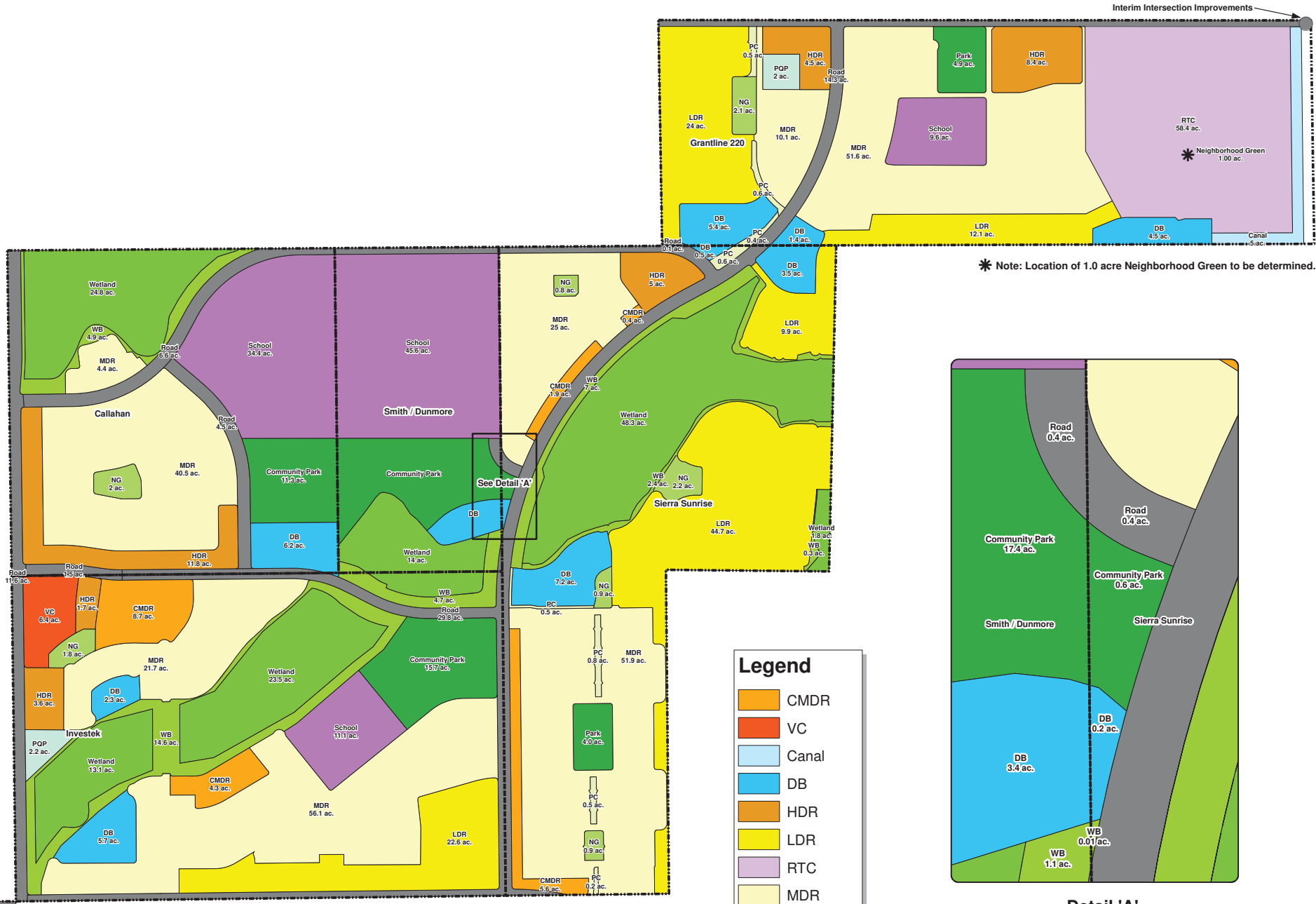
The term "Backbone Infrastructure" is often used to describe all publicly owned facilities. This Financing Plan will use the following definitions to more precisely define these items:

- **Backbone Infrastructure** consists of the improvements listed on **Table 1-2** as Backbone Infrastructure and includes most of the essential public service-based infrastructure inclusive of roadways and improvements underneath roadways (such as storm drainage, sanitary sewer, and water facilities) and the undergrounding of existing overhead utilities (i.e., electricity and/or telephone) along the northerly side of Kiefer Boulevard east of Rancho Cordova Parkway. Backbone Infrastructure is sized to serve numerous individual development projects in the SCSP and, in some cases, serves adjacent development areas.
- **Public Facilities** consists of the improvements listed on **Table 1-2** as Public Facilities and provide amenities to the Project (e.g., parks and libraries) or house employees and equipment providing services to the area (e.g., fire facilities, corporation yard).
- **Public Improvements (or Improvements)** is used generically in the Financing Plan to include a combination of Backbone Infrastructure and Public Facilities when a precise breakdown is not required.

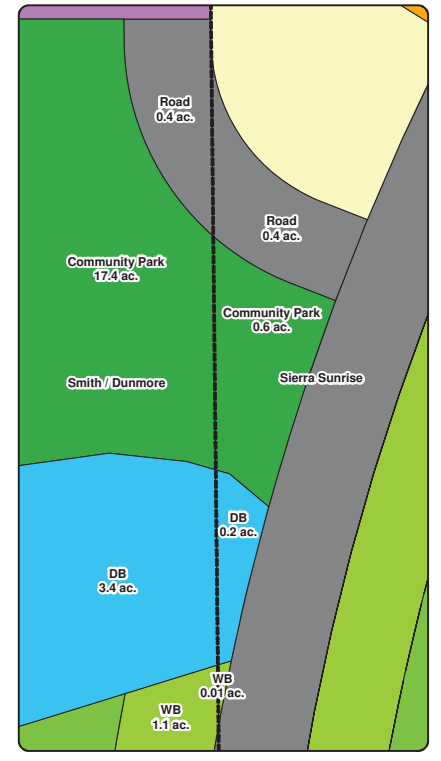
Total cost estimates for Backbone Infrastructure and Public Facility improvements amount to approximately \$247.7 million (in 2013 dollars) at buildout, as summarized in **Table 1-2**. These figures include the cost to form and update the Special Financing District.



SunCreek Land Use By Owner							
LAND USE	CALLAHAN	INVESTEK	SHALAKO	GRANTLINE 220	SMITH DUNMORE	SIERRA SUNRISE	TOTALS
Categories	Acres	Acres	Acres	Acres	Acres	Acres	Acres
LOW DENSITY (2.1 to 6 du/ac)	0.0	22.6	66.0	36.1	0.0	54.7	179.4
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	44.9	77.8	60.2	61.7	0.0	76.9	321.5
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0.0	13.0	22.8	0.0	0.0	7.9	43.7
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	11.8	5.4	9.1	12.9	0.0	5.0	44.2
VILLAGE CENTER (VC)	0.0	6.3	15.7	0.0	0.0	0.0	22.0
REGIONAL TOWN CENTER (RTC)	0.0	0.0	0.0	58.4	0.0	0.0	58.4
PUBLIC/QUASI_PUBLIC	0.0	2.2	8.1	2.0	0.0	0.0	12.3
NEIGHBORHOOD GREEN	2.0	1.8	0.5	3.1	0.0	4.8	12.2
NEIGHBORHOOD PARK	0.0	0.0	8.1	4.9	0.0	4.0	17.0
COMMUNITY PARK	11.3	15.7	0.0	0.0	17.4	0.5	44.9
PARK CORRIDORS	0.0	0.0	2.9	1.5	0.0	2.6	7.0
PRESERVE BUFFER	4.9	18.2	11.7	0.0	1.1	9.7	45.6
DETENTION BASIN	6.2	8.0	13.2	11.3	3.4	11.4	53.5
STORM WATER CANAL	0.0	0.0	0.0	5.0	0.0	0.0	5.0
WETLAND PRESERVE	24.8	40.1	79.6	0.0	10.5	50.1	205.1
SCHOOL	34.4	11.1	10.2	9.6	45.6	0.0	110.9
MAJOR ROADS	20.1	18.0	13.3	14.3	2.1	14.8	82.6
TOTALS	160.4	240.2	321.4	220.7	80.1	242.4	1,265.3



* Note: Location of 1.0 acre Neighborhood Green to be determined.



- Legend
- CMDR
 - VC
 - Canal
 - DB
 - HDR
 - LDR
 - RTC
 - MDR
 - MinorRoad
 - PC
 - NG
 - PGP
 - Park
 - Road
 - School
 - WB
 - Wetland

Map 1-2
Land Use Exhibit

AGENDA ITEM 14.1

Updated Suncreek Land Use Area Summary (July, 2013)

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Table 1-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Summary of Preliminary Land Uses

Land Use by Area	BUILDOUT				
	Total Acres	Residential		Nonresidential	
		Units	Units/Acre	Sq. Ft.	FAR [1]
Residential Land Uses					
Low Density	179.4	911	5.1		
Medium Density	321.5	2,329	7.2		
Compact Density	43.7	504	11.5		
High Density	44.2	1,149	26.0		
Total Residential	588.8	4,893	8.3		
Nonresidential Land Uses					
Village Center	22.0			240,000	0.25
Regional Town Center	58.4			636,000	0.25
Total Nonresidential	80.4			876,000	0.25
Total Residential and Nonresidential	669.2	4,893		876,000	
Public and Other Land Uses					
School	110.9				
Community Parks	44.9				
Neighborhood Parks	17.0				
Neighborhood Greens	12.2				
Park Corridors	7.0				
Storm Water Canal	5.0				
Detention Basin	53.5				
Public/Quasi-Public	12.3				
Wetland Preserve	205.1				
Wetland Preserve Buffer	45.6				
Major Roads	82.6				
Total Public and Other	596.1				
Total All Land Uses	1,265.3	4,893		876,000	

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Source: MacKay & Soms Updated SunCreek Land Use Summary, July 2013 and EPS.

[1] FAR assumption by EPS.

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Table 1-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Backbone Infrastructure and Public Facilities Cost Summary (2013\$)

Item	Buildout Cost Estimate
Backbone Infrastructure	
On-Site Roadways	\$72,655,500
Off-Site Roadways	\$9,232,157
Sewer Improvements	\$19,385,100
Water Improvements	
Potable Water	\$5,694,300
Nonpotable Water	\$5,665,400
Regional Water	\$6,226,600
Subtotal	\$17,586,300
Storm Drain Improvements	\$16,505,000
Wetland Mitigation for Backbone Infrastructure	\$6,270,000
Subtotal Backbone Infrastructure	\$141,634,057
Public Facilities	
Schools [1]	\$42,995,130
Fire Station [1]	\$6,021,132
Library [1]	\$2,683,380
Parks and Neighborhood Greens [2]	\$41,899,161
Park Renovations [1]	\$4,605,750
Park Corridors and Trails	\$5,303,000
Wetland Preserve Buffer	\$1,582,200
Subtotal Public Facilities	\$105,089,753
Total Backbone Infrastructure & Public Facilities	\$246,723,810
Special Financing District Formation and Updates [3]	\$1,000,000
TOTAL IMPROVEMENTS	\$247,723,810

"fac_summ"

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates
October 7, 2013 and EPS.

[1] Assumes cost is equal to fee revenue generated by SunCreek development.

[2] Includes Quimby 5 acre per 1,000 and neighborhood greens 1 acre per 1,000 requirement.
Assumes cost is equal to revenue generated.

[3] Estimated by EPS.

MacKay & Soms Civil Engineers (MacKay & Soms) prepared the Backbone Infrastructure, wetland buffer, and park corridors and trail system improvement cost estimates used in this Financing Plan.¹ Remaining Public Facilities costs are based on the respective fee program used to fund the facility.

Backbone Infrastructure Cost Estimates

Backbone Infrastructure cost estimates only include estimates for infrastructure that is required to directly serve the SCSP, off-site roadway improvements, and certain regional water improvements required onsite. Water, sewer, and drainage facilities that are part of the existing City, County, and Special District fee programs, but will not be built as part of the SCSP Capital Improvement Program (CIP), are not shown in the cost estimates (except as noted). Original cost estimates for roadways, sewer, drainage, and water improvements were provided by MacKay & Soms. The preliminary SCSP infrastructure cost estimates for buildout are shown in **Table 1-2**. These are preliminary estimates and therefore are conservative and include substantial contingency provisions. Lower costs may be achieved as more detailed engineering work is completed.

To provide Backbone Infrastructure to the population envisioned in the SCSP, approximately \$141.6 million will be required at buildout (2013 dollars).

Public Facilities Cost Estimates

Table 1-2 also shows the preliminary estimates of Public Facilities costs, which include these:

- **Schools:** based on Elk Grove Unified School District (EGUSD) fees.
- **Fire Facilities:** based on Sacramento Metropolitan Fire District (SMFD) fees.
- **Library Facilities:** based on the City's Library fee component.
- **Park Facilities and Renovations:** based on the estimated park and neighborhood green fees provided by the City.
- **Park Corridors:** based on cost estimates provided by MacKay & Soms.
- **Wetland Preserve Buffer Improvements:** based on cost estimates provided by MacKay & Soms.

This group of items provides amenities to the Project (e.g., park facilities and libraries) or houses employees providing services to the area (e.g., fire). To provide Public Facilities to the population envisioned in the SCSP, approximately \$105.1 million is needed for buildout of the SCSP (2013 dollars).

¹ "Preliminary Cost Estimate: SunCreek Plan Area Specific Plan," MacKay & Soms, October 7, 2013.

Other Public Improvements

In addition to the Project-specific Public Facilities, costs will be incurred at building permit issuance for various other City services and facilities. These costs include a transportation impact fee used to finance transportation facility improvements; and a community facilities fee program used to fund facilities and equipment for city hall, police, community center, corporation yard, library, and other public facilities.

Land Equalization Program

The Financing Plan also identifies a mechanism to equalize between the SCSP land owners the burden of public land dedications required by the City and needed to install the requisite Backbone Infrastructure and Public Facilities. The proposed land equalization program includes two land equalization fee components comprising the following public land use categories:

- **Parks:**
 - Community Parks
 - Neighborhood Parks
 - Neighborhood Greens
- **All Other:**
 - Park Corridors
 - Drainage—Detention Basins
 - Sewer Pump Station Site
 - Affordable Housing Sites
 - Wetland Preserve and Buffer

For each component, property owners dedicating less than their fair share of land included in the land equalization program would be required to pay a land equalization fee to reimburse those property owners dedicating more than their fair share.

Financing Strategy**Purpose and Goals of the Financing Plan**

The Financing Plan sets forth a plan to finance the Backbone Infrastructure improvements and Public Facilities required to serve the SCSP. These are the purposes of the Financing Plan:

1. Establish the policy framework for financing the required Backbone Infrastructure and Public Facilities.
2. Specify the Backbone Infrastructure and Public Facilities to be constructed.
3. Identify the distribution of cost burdens to the different land uses in the SCSP.

4. Identify funding sources to pay for the Backbone Infrastructure improvements and Public Facilities.
5. Describe fee programs and possible financing districts.
6. Describe funding sources and financing districts for ongoing operations and maintenance.

The elements of the Financing Plan must work together to provide the optimal balance of fees and private financing to not overly burden undeveloped land, while assuring that necessary facilities are constructed when needed. These are the goals of the Financing Plan:

1. Fully fund all facility and infrastructure improvements when the improvements are needed to serve the Project.
2. Use existing fee programs to the extent possible.
3. Identify new fee programs or increases in existing fee programs to the extent required.
4. Make maximum use of "pay-as-you-go" mechanisms, while allowing for timely construction of Backbone Infrastructure and Public Facility improvements.
5. Make appropriate use of private (developer) financing, existing fee programs, new fee programs, and credit/reimbursement agreements to fund improvements when needed.

Implementation of the Financing Plan

As outlined in the CIP summarized in **Table 1-2**, preliminary infrastructure and public facility cost estimates have been developed for the purpose of allocating costs to land uses and analyzing the infrastructure cost burdens. The Financing Plan will need to be periodically updated as modifications to financing programs, land uses, and cost estimates for Backbone Infrastructure and Public Facilities occur. Updates likely will occur through updates to the special fee programs or special financing districts.

Summary of Financing Strategy

As shown in **Table 1-3**, several financing sources will be used to fund the Backbone Infrastructure and Public Facilities costs required to serve the SCSP development and to mitigate impacts on surrounding developments:

1. **Existing and Proposed Fee Programs:** The City, County, and Special Districts serving the SCSP have established or have proposed development impact fee programs to fund portions of the following Backbone Infrastructure and Public Facilities: transportation, water, sewer, drainage, school facilities, and parks. These existing and proposed fee programs are estimated to provide \$173.0 million at buildout.
2. **Proposed SunCreek Special Financing District (SFD) Fee Program:** A new fee program is recommended in the SCSP, based on the preliminary cost estimates outlined in this report.

Table 1-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Preliminary Sources and Uses of Funds at Buildout (2013\$)

Improvement	Estimated Improvement Costs at Buildout (Inflated\$)	Potential Funding Sources								Total Funding
		Existing City, County, Other Fee/Funding Programs						SunCreek Special Financing District [2] [3]	Private/ Other	
		City Fees			Other Agency Funding	Parks and Neighborhood Greens Funding	Source			
		Proposed TDIF Funding [1]	Park Renovation Fee	Facilities Fee						
BACKBONE INFRASTRUCTURE										
On-Site Roadways	\$72,655,500	\$29,756,000	\$0	\$0	\$0	\$0	City Transport. Fee	\$5,045,400	\$37,854,100 [4]	\$72,655,500
Off-Site Roadways	\$9,232,157	\$9,232,157	\$0	\$0	\$0	\$0	City Transport. Fee	\$0	\$0	\$9,232,157
Sewer	\$19,385,100	\$0	\$0	\$0	\$16,271,300	\$0	SASD	\$3,113,800	\$0	\$19,385,100
Water Improvements										
Potable Water	\$5,694,300	\$0	\$0	\$0	\$5,294,209	\$0	County Zone 40	\$400,091	\$0	\$5,694,300
Nonpotable Water	\$5,665,400	\$0	\$0	\$0	\$2,964,256	\$0	County Zone 40	\$2,701,144	\$0	\$5,665,400
Regional Water	\$6,226,600	\$0	\$0	\$0	\$5,803,648	\$0	County Zone 40	\$422,952	\$0	\$6,226,600
Subtotal Water Improvements	\$17,586,300	\$0	\$0	\$0	\$14,062,113	\$0		\$3,524,187	\$0	\$17,586,300
Storm Drainage	\$16,505,000	\$0	\$0	\$0	\$5,439,000	\$0	County Zone 11A	\$11,066,000	\$0	\$16,505,000
Wetland Mitigation for Backbone Infrastructure	\$6,270,000	\$0	\$0	\$0	\$0	\$0		\$6,270,000	\$0	\$6,270,000
SUBTOTAL: Infrastructure Improvements	\$141,634,057	\$38,988,157	\$0	\$0	\$35,772,413	\$0		\$29,019,387	\$37,854,100	\$141,634,057
PUBLIC FACILITIES										
Schools [5]	\$42,995,130	\$0	\$0	\$0	\$42,995,130	\$0	Elk Grove USD	\$0	\$0	\$42,995,130
Fire Station [5]	\$6,021,132	\$0	\$0	\$0	\$6,021,132	\$0	Sacramento Metro	\$0	\$0	\$6,021,132
Library [5]	\$2,683,380	\$0	\$0	\$2,683,380	\$0	\$0	City CFF Program	\$0	\$0	\$2,683,380
Parks and Neighborhood Greens [6]	\$41,899,161	\$0	\$0	\$0		\$41,899,161		\$0	\$0	\$41,899,161
Park Renovations [5]	\$4,605,750	\$0	\$4,605,750	\$0	\$0	\$0	Park Renovation Fee	\$0	\$0	\$4,605,750
Park Corridors and Trails [7]	\$5,303,000	\$0	\$0	\$0	\$0	\$0		\$5,303,000	\$0	\$5,303,000
Wetland Preserve Buffer	\$1,582,200	\$0	\$0	\$0	\$0	\$0		\$1,582,200	\$0	\$1,582,200
SUBTOTAL: Public Facility Improvements	\$105,089,753	\$0	\$4,605,750	\$2,683,380	\$49,016,262	\$41,899,161		\$6,885,200	\$0	\$105,089,753
SUBTOTAL: Improvements	\$246,723,810	\$38,988,157	\$4,605,750	\$2,683,380	\$84,788,675	\$41,899,161		\$35,904,587	\$37,854,100	\$246,723,810
Special Financing District Formation/Updates	\$1,000,000	\$0	\$0	\$0	\$0	\$0		\$1,000,000	\$0	\$1,000,000
TOTAL IMPROVEMENTS	\$247,723,810	\$38,988,157	\$4,605,750	\$2,683,380	\$84,788,675	\$41,899,161		\$36,904,587	\$37,854,100	\$247,723,810

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

"s/u"

- [1] The City transportation fee revenues will fund all of the roadway facilities excluding the Central Park and West Park Drive median enhancements, certain traffic signals, and roadway frontage improvements. This analysis assumes that the current improvements will remain in the TDIF and that certain improvements will be added to the TDIF. If any improvements do not remain in or are not added to the TDIF as a result of BIA negotiations on the future TDIF update, provisions would need to be made to shift the improvements to the SFD.
- [2] Financing mechanism for remaining SunCreek infrastructure costs has not been determined at this time. Special Financing District may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.
- [3] The cost for the Central Park Drive and West Park Drive median enhancements will be funded by the SunCreek Special Financing District.
- [4] The road frontage cost of \$38.0 million is not a backbone infrastructure cost and each developer would construct their own frontage. In the event that one developer constructs frontage adjacent to another, the City would condition the benefiting parties to reimburse the constructing party.
- [5] Cost obligation estimated by EPS based on fee revenue generated.
- [6] SCSP park development contribution is based on SCSP's fair share of Citywide park development costs based on Quimby acreage requirement plus the proposed neighborhood greens fee for an additional 1 acre per 1,000 population. See Table 11-1 for detail.
- [7] Trails costs includes the primary trail, secondary trail, at-grade roadway crossings, and in preserve creek crossing. Includes landscaping costs for park corridors at \$150,000 per acre.

The SunCreek SFD fee program is recommended to fund SCSP on-site roadways, sewer, water, storm drainage, wetland mitigation for backbone infrastructure, park corridors and trail system improvements, wetland preserve and buffer improvements, and the fee program's formation otherwise not funded in other fee programs. Total SCSP funding of the new SunCreek SFD is estimated to provide \$36.9 million at buildout.

3. **Bond Financing:** Although the SCSP Backbone Infrastructure and Public Facilities primarily are included in fee programs, major improvements may be required at the onset of each stage of development. Mello-Roos Community Facilities Districts (CFDs) or Assessment Districts may be used to provide public land-secured debt financing for some of these improvements. These land-secured financing mechanisms likely will be used on an individual-developer basis (or by subgroups of SCSP developers) as development proceeds and major improvements are required. Fee credits and reimbursements will be provided for appropriate facilities funded through these financing districts.
4. **Regional, State, and Federal Funding Sources:** Financing may be available from regional, State, and federal sources. It is possible these funding sources will cover some of the Project's transportation and school facilities improvements. Most of the federal, State, and Sacramento Regional Transit money likely will be for major regional projects, such as light rail and freeway improvements. School facilities may receive funding through California State grants, in addition to Project-based development impact fees.
5. **Developer Advances:** Developer advances will fund fee revenue shortfalls for various Backbone Infrastructure and Public Facility Improvements. Early developers may need to front the cost of more infrastructure than is required by just their individual projects and will be reimbursed for these costs through credits against SCSP fees or existing fees, as appropriate, or will receive reimbursement for the cost of the Backbone Infrastructure and Public Facility Improvements when other projects benefiting from the infrastructure develop at a later time.
6. **Other / Private Funding:** Generally, facilities that will be financed privately by the developer are not included in the scope of this report, except as otherwise noted.

Financing Strategy

Backbone Infrastructure improvements and Public Facilities will be funded through existing fee programs, the SunCreek SFD, and other funding as shown in **Table 1-3**. **Table 1-4** shows the Backbone Infrastructure improvements and Public Facilities funded by the new SunCreek SFD after reimbursements and credits from existing fee programs.

The Backbone Infrastructure improvements and Public Facilities also may be funded partially through various forms of bond financing. In-tract and frontage subdivision improvements will be funded privately. The exact funding source and the amount funded will not be finalized until further information regarding phasing and a facility construction schedule becomes available as projects are developed. Project-specific construction and funding requirements will be determined as part of rezone and map conditions consistent with City and County policies.

Table 1-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Developer Constructed Backbone Infrastructure and Public Facilities Funded by SunCreek SFD (2013\$)

Item	Developer Constructed Improvements				Source of Existing Fee Program
	Total Cost Estimate	Existing Fee Programs	SunCreek Special Financing District	Private/ Other	
Backbone Infrastructure					
On-Site Roadways	\$72,655,500	\$29,756,000	\$5,045,400	\$37,854,100	City Transportation Development Fee
Sewer Improvements	\$19,385,100	\$16,271,300	\$3,113,800	\$0	SASD
Water Improvements					
Potable Water	\$5,694,300	\$5,294,209	\$400,091	\$0	Zone 40
Nonpotable Water	\$5,665,400	\$2,964,256	\$2,701,144	\$0	Zone 40
Regional Water	\$6,226,600	\$5,803,648	\$422,952	\$0	Zone 40
Subtotal	\$17,586,300	\$14,062,113	\$3,524,187	\$0	
Storm Drain Improvements	\$16,505,000	\$5,439,000	\$11,066,000	\$0	Zone 11A
Wetland Mitigation for Backbone Infrastructure	\$6,270,000	\$0	\$6,270,000	\$0	
Subtotal Backbone Infrastructure	\$132,401,900	\$65,528,413	\$29,019,387	\$37,854,100	
Public Facilities					
Park Corridors and Trails	\$5,303,000	\$0	\$5,303,000	\$0	
Wetland Preserve Buffer	\$1,582,200	\$0	\$1,582,200	\$0	
Subtotal Public Facilities	\$6,885,200	\$0	\$6,885,200	\$0	
Total Backbone Infrastructure & Public Facilities	\$139,287,100	\$65,528,413	\$35,904,587	\$37,854,100	
Special Financing District Formation and Updates [1]	\$1,000,000	\$0	\$1,000,000	\$0	
TOTAL IMPROVEMENTS	\$140,287,100	\$65,528,413	\$36,904,587	\$37,854,100	

"facilities"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Estimated by EPS.

To the extent a developer is required to install road frontage and related infrastructure improvements² that would normally be the private funding responsibility of another property owner, the city and constructing developer will enter a reimbursement agreement and that developer will be entitled to reimbursement from the benefiting property owner when the benefiting development would otherwise be obligated to install such improvements. The City will impose, collect, and distribute such reimbursement, according to the terms in **Appendix D**.

The new SunCreek SFD will be implemented by the City to fund the required roadways, sewer, potable and non-potable water, storm drainage, park corridor, trail system improvements, and wetland preserve buffer improvements. Developers will build certain Backbone Infrastructure in the SCSP as part of their project conditions of approval. For example, the City will require construction of certain roadway, water, sewer, and drainage improvements.

Developers building fee program facilities will receive credits from the appropriate fee program. Facilities benefiting all property owners included in the existing fee programs and some of the up-front costs funded by SCSP fees or developer advances may be funded through bond financing in one or more Mello-Roos CFDs. Property owners participating in CFDs would be provided fee credits to be deducted from the corresponding fees otherwise payable by those developments and fee reimbursements in excess of such fee credits for the costs of the improvements that would otherwise have been paid by the fees.

Figures 1-1 and 1-2 are charts showing the allocation of total funding responsibilities for Backbone Infrastructure and Public Facilities at buildout. As shown on **Figure 1-1**, at buildout, approximately 70 percent of the funding is proposed to come from existing City, County, and Special District fee programs; approximately 15 percent is proposed to come from the SunCreek SFD; and 15 percent is proposed to come from private/other funding sources.

Phasing of the Financing Plan

The Specific Plan includes an Infrastructure Phasing Plan to establish a conceptual phasing plan for the major backbone infrastructure needed to serve the SCSP. The Phasing Plan includes nine separate development phasing areas, all of which can be developed independently of each other and in any order. The conceptual phasing areas are based on the logical placement of infrastructure, utilities, and roads. After initiation of the Project, development will respond to market conditions and will occur in multiple phases.

Final infrastructure phasing will be determined at the time of tentative subdivision map approval. Each developer must process a tentative subdivision map for its entire property and each tentative map must provide a Tentative Map Phasing Plan that identifies each subsequent Final Map and details the required infrastructure associated with each future Final Map. The Tentative Map Phasing Plans will be approved before small or large lot tentative map approval and will be guided by the Infrastructure Phasing Plan.

² Road frontage improvements include outside traffic lane; curb; gutter; sidewalk; bike lane; required landscaping; joint utilities trench; street lighting; and associated local water, sewer, and drainage utilities.

Figure 1-1
Preliminary Funding Allocation at Buildout

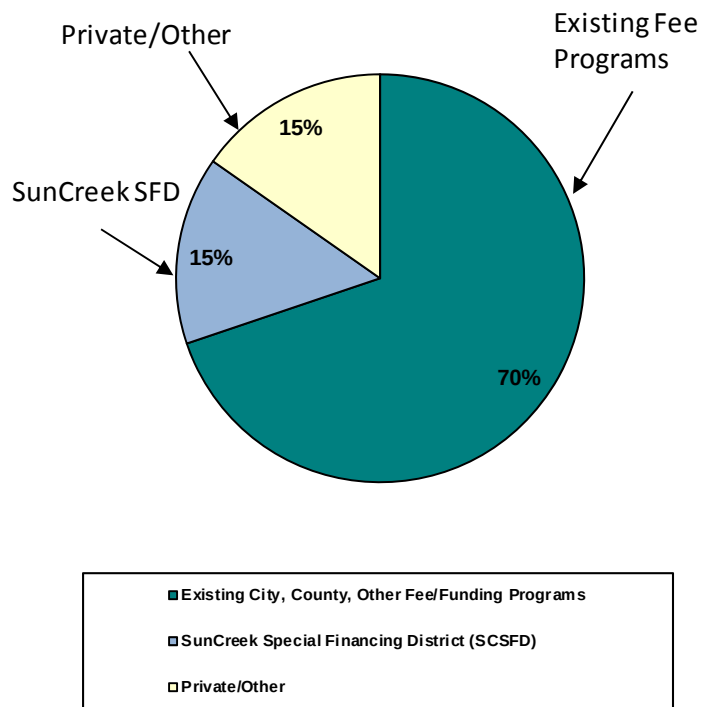
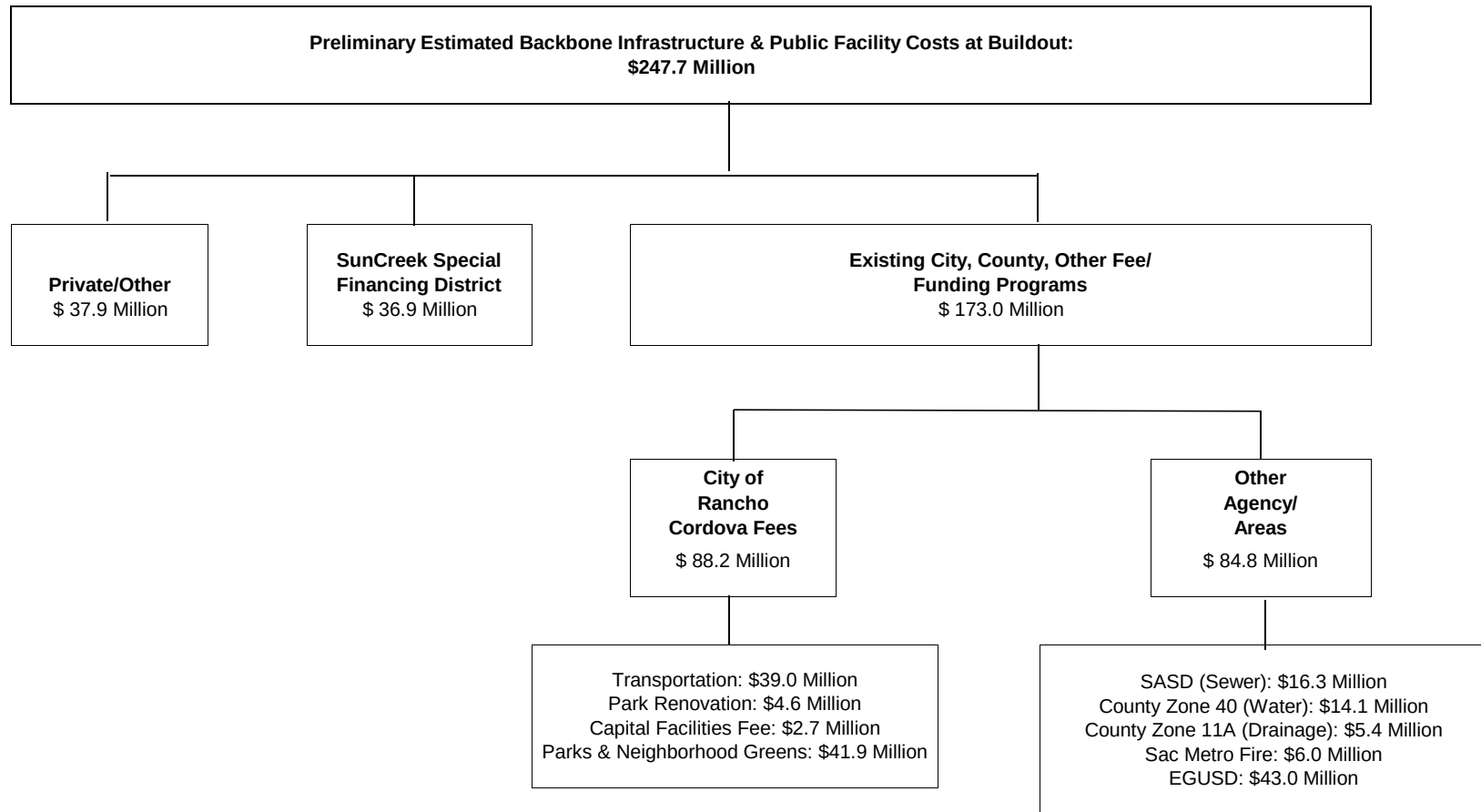


Figure 1-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Preliminary Estimated Sources of Funding at Buildout



Source: EPS.

"funding_figure"

Because the actual Project phasing is uncertain, the Financing Plan primarily focuses on Project buildout. **Chapter 15** provides an evaluation of the Backbone Infrastructure and Public Facility costs for a hypothetical Phase 1.

Specific Plan Implementation

As discussed in the Specific Plan, a series of development and entitlements between the City and developers will govern the implementation policies set forth in the Specific Plan.

Information Sources

Preparation of the Financing Plan relied on the following information:

- SunCreek Specific Plan (portions), including these:
 - Chapter I-3: Land Use.
 - Chapter I-7: Parks and Open Space.
 - Chapter I-8: Infrastructure & Public Services.
- Land use designations, as provided by Wade and Associates and MacKay & Soms (July 2013).
- Preliminary Cost Estimate: SunCreek Plan Area Specific Plan, Proposed Project Backbone Infrastructure, prepared by MacKay & Soms, October 7, 2013.
- Preliminary Cost Estimate: SunCreek Plan Area Specific Plan, Phase I Proposed Project Backbone Infrastructure, prepared by MacKay & Soms, October 7, 2013.
- Infrastructure Phasing Plan for the SunCreek Specific Plan, prepared by MacKay & Soms, October 3, 2013.
- EGUSD School Facilities Needs Analysis, prepared by Odell Planning and Research, Inc., April 2013.
- Existing and Planned City/County fee program data.

Organization of the Report

- **Chapter 2** briefly discusses the land uses proposed in the Project and contains an estimate for projected population that forms the basis for some of the cost allocation factors used in the Financing Plan.
- **Chapters 3** through **13** describe the funding strategy for each respective Backbone Infrastructure and Public Facility item to be funded by the Project.
- **Chapter 14** discusses the proposed land equalization program.

- **Chapter 15** describes the conceptual phasing strategy for the Project and offers an evaluation of costs associated with development of a hypothetical first phase.
- **Chapter 16** discusses formation of the SunCreek SFD.
- **Chapter 17** summarizes the funding sources for ongoing operations and maintenance.
- **Chapter 18** discusses the implementation and administration of the Financing Plan.
- **Chapter 19** offers an evaluation of the infrastructure cost burden associated with Project development.
- **Appendix A** includes the Specific Plan Guiding Principles.
- **Appendix B** provides calculations related to total public agency fee revenues generated by Project development.
- **Appendix C** is the Guiding Principles for Funding Backbone Infrastructure.
- **Appendix D** is the Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements.
- **Appendix E** is the Proposed SunCreek Land Equalization Program.
- **Appendix F** is the Preliminary Cost Estimate: SunCreek Plan Area Specific Plan, Proposed Project Backbone Infrastructure, prepared by MacKay & Soms, October 7, 2013.
- **Appendix G** is the Infrastructure Phasing Plan for the SunCreek Specific Plan, prepared by MacKay & Soms, October 3, 2013.
- **Appendix H** is the Preliminary Cost Estimate: SunCreek Plan Area Specific Plan, Phase I Proposed Project Backbone Infrastructure, prepared by MacKay & Soms, October 7, 2013.

2. LAND USE

Overview

The SCSP is located on approximately 1,265 acres in the former SDCP, adopted by the County in 1995. This area is now part of the City, which incorporated in July 2003. **Map 2-1** shows the location and boundaries of the SCSP.

As shown on **Table 2-1**, the Financing Plan is based on the SCSP's proposed land use designations, which include these:

- 4,893 residential units.
- 22 acres of VC commercial.
- 58 acres of regional town center commercial.
- 111 acres of schools.
- 403 acres of parks, detention basins, open space, and other public uses.
- 83 acres of major roadways.

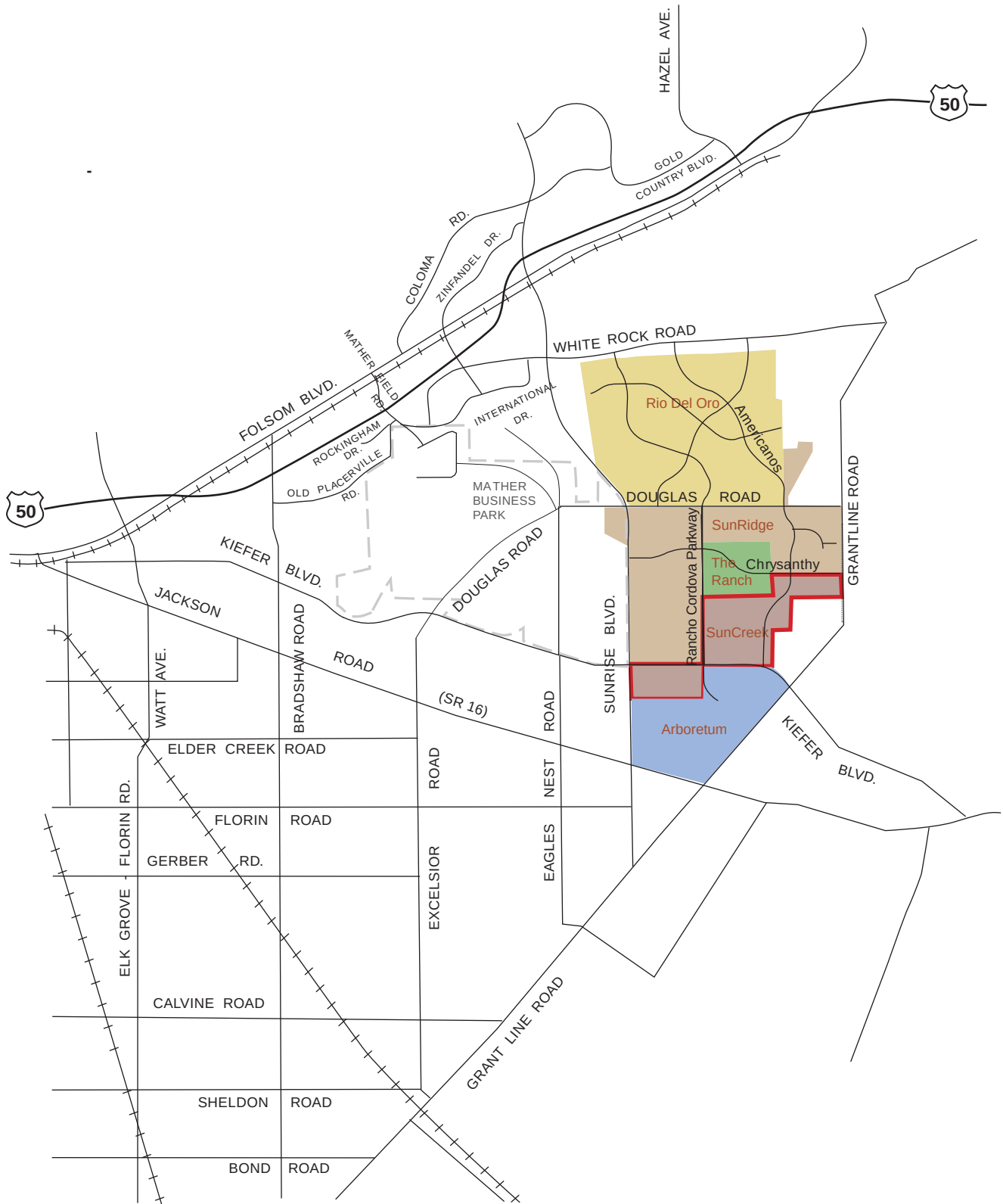
The Specific Plan identifies land use classifications for the SCSP that correspond with the City's General Plan Land Use Designations. Based on the density standards presented in the Specific Plan, the proposed land use plan is estimated to yield 4,893 dwelling units, 3,744 of which are single-family units (low density, medium density, and compact density) and 1,149 are multifamily (high-density) units. **Map 2-2** shows the land use allocation by parcel for the SCSP. According to the Specific Plan, the residential land uses have the following density ranges, which will allow for substantial flexibility:

- Low density—2.1 to 6 dwelling units per gross acre.
- Medium density—6.1 to 12 dwelling units per gross acre.
- Compact density—12.1 to 18 dwelling units per gross acre.
- High-density residential—18.1 to 40 dwelling units per gross acre.

Low-density residential will be single-family detached housing. Medium-density residential includes single-family, duplexes and half-plexes, court housing, garden apartments, townhouses, and condominiums. The most typical housing types will be small lot single-family detached, single-family attached, and small apartment complexes. The compact density residential may include detached cottages or cluster housing but more typically will include common walls for all or a significant portion of the units in the Project. High-density residential includes apartments and condominiums.

The SCSP also includes 58.4 acres of regional town center commercial and approximately 22 acres of VC. The purpose of the VC commercial designation is to establish locations that serve a variety of purposes, including employment centers, retail commercial, professional office, and light assembly. The purpose of the regional town center is to meet a regional need for shopping, entertainment, employment, and other large regional destination uses.

Map 2-1 Regional Location



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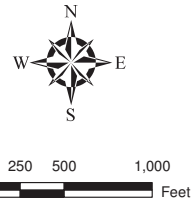
Table 2-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Summary of Preliminary Land Uses

Land Use by Area	BUILDOUT				
	Total Acres	Residential		Nonresidential	
		Units	Units/Acre	Sq. Ft.	FAR [1]
Residential Land Uses					
Low Density	179.4	911	5.1		
Medium Density	321.5	2,329	7.2		
Compact Density	43.7	504	11.5		
High Density	44.2	1,149	26.0		
Total Residential	588.8	4,893	8.3		
Nonresidential Land Uses					
Village Center	22.0			240,000	0.25
Regional Town Center	58.4			636,000	0.25
Total Nonresidential	80.4			876,000	0.25
Total Residential and Nonresidential	669.2	4,893		876,000	
Public and Other Land Uses					
School	110.9				
Community Parks	44.9				
Neighborhood Parks	17.0				
Neighborhood Greens	12.2				
Park Corridors	7.0				
Storm Water Canal	5.0				
Detention Basin	53.5				
Public/Quasi-Public	12.3				
Wetland Preserve	205.1				
Wetland Preserve Buffer	45.6				
Major Roads	82.6				
Total Public and Other	596.1				
Total All Land Uses	1,265.3	4,893		876,000	

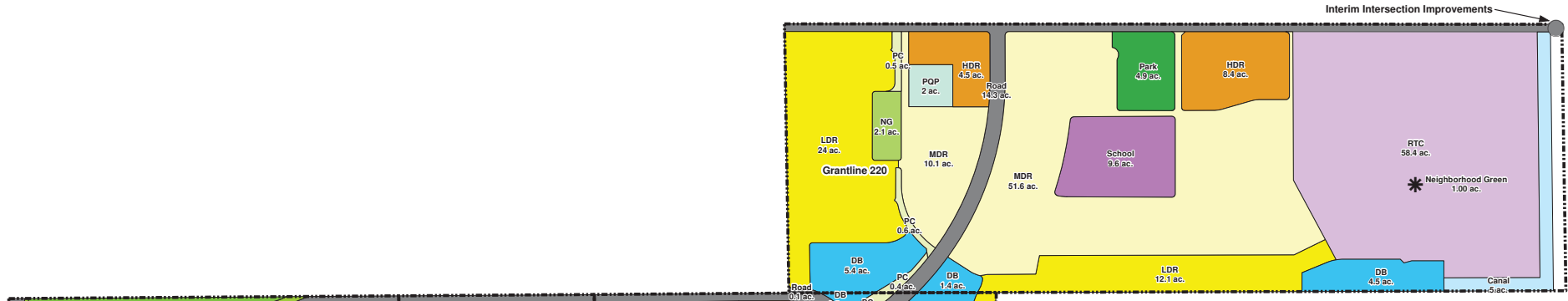
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Source: MacKay & Soms Updated SunCreek Land Use Summary, July 2013 and EPS.

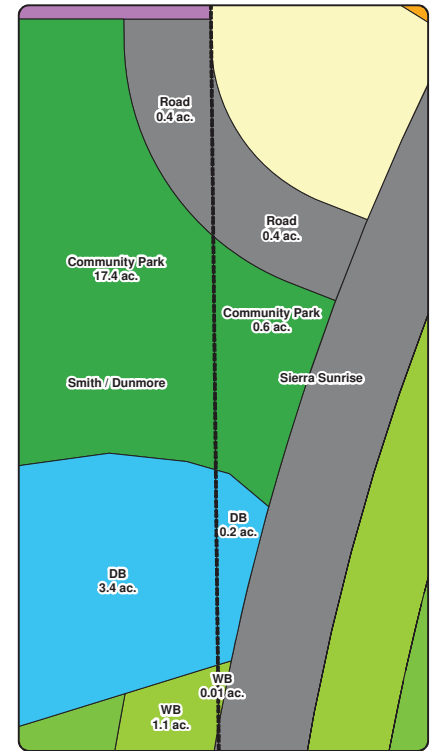
[1] FAR assumption by EPS.



SunCreek Land Use By Owner							
LAND USE	CALLAHAN	INVESTEK	SHALAKO	GRANTLINE 220	SMITH DUNMORE	SIERRA SUNRISE	TOTALS
Categories	Acres	Acres	Acres	Acres	Acres	Acres	Acres
LOW DENSITY (2.1 to 6 du/ac)	0.0	22.6	66.0	36.1	0.0	54.7	179.4
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	44.9	77.8	60.2	61.7	0.0	76.9	321.5
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0.0	13.0	22.8	0.0	0.0	7.9	43.7
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	11.8	5.4	9.1	12.9	0.0	5.0	44.2
VILLAGE CENTER (VC)	0.0	6.3	15.7	0.0	0.0	0.0	22.0
REGIONAL TOWN CENTER (RTC)	0.0	0.0	0.0	58.4	0.0	0.0	58.4
PUBLIC/QUASI_PUBLIC	0.0	2.2	8.1	2.0	0.0	0.0	12.3
NEIGHBORHOOD GREEN	2.0	1.8	0.5	3.1	0.0	4.8	12.2
NEIGHBORHOOD PARK	0.0	0.0	8.1	4.9	0.0	4.0	17.0
COMMUNITY PARK	11.3	15.7	0.0	0.0	17.4	0.5	44.9
PARK CORRIDORS	0.0	0.0	2.9	1.5	0.0	2.6	7.0
PRESERVE BUFFER	4.9	18.2	11.7	0.0	1.1	9.7	45.6
DETENTION BASIN	6.2	8.0	13.2	11.3	3.4	11.4	53.5
STORM WATER CANAL	0.0	0.0	0.0	5.0	0.0	0.0	5.0
WETLAND PRESERVE	24.8	40.1	79.6	0.0	10.5	50.1	205.1
SCHOOL	34.4	11.1	10.2	9.6	45.6	0.0	110.9
MAJOR ROADS	20.1	18.0	13.3	14.3	2.1	14.8	82.6
TOTALS	160.4	240.2	321.4	220.7	80.1	242.4	1,265.3



* Note: Location of 1.0 acre Neighborhood Green to be determined.



Detail 'A'

- Legend**
- CMDR
 - VC
 - Canal
 - DB
 - HDR
 - LDR
 - RTC
 - MDR
 - MinorRoad
 - PC
 - NG
 - PQP
 - Park
 - Road
 - School
 - WB
 - Wetland



AGENDA ITEM 14.1

Updated Suncreek Land Use Area Summary (July, 2013)

Map 2-2 Land Use Exhibit

Phasing

The Specific Plan includes an Infrastructure Phasing Plan to establish a conceptual phasing plan for the major backbone infrastructure needed to serve the SCSP. The phasing plan includes nine separate development phasing areas, all of which can be developed independently of each other and in any order. **Map 2-3** shows the phasing areas for the Project. The conceptual phasing areas are based on the logical placement of infrastructure, utilities, and roads. After initiation of the Project, development will respond to market conditions and may occur in multiple phases.

Because the actual Project phasing is uncertain, the Financing Plan primarily focuses on Project buildout. **Chapter 15** provides a summary evaluation of the Backbone Infrastructure cost burden for a hypothetical Phase 1.

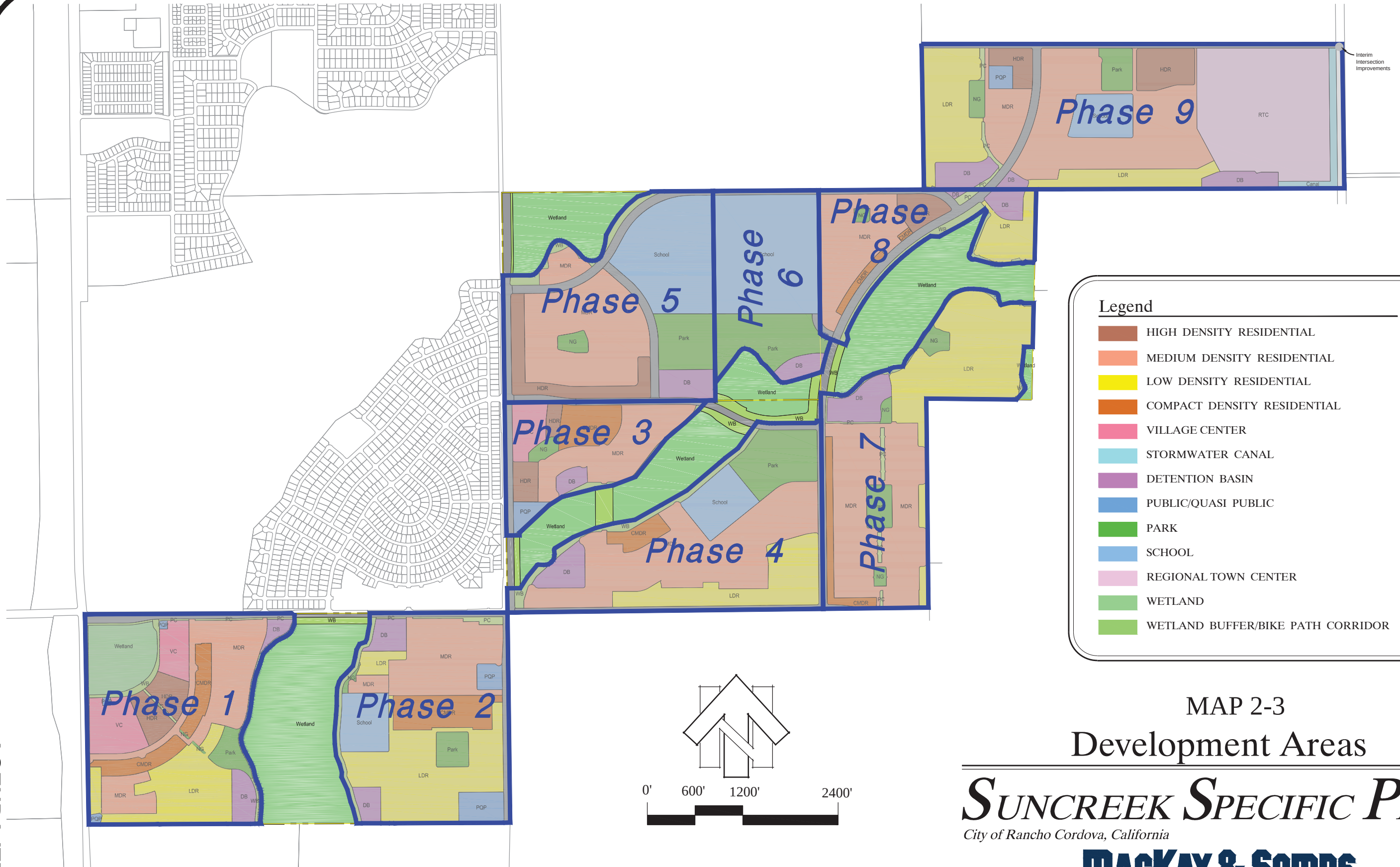
Development, Population, and Employees

The Project will have 4,893 units, which will equate to roughly 12,351 residents. The population projections are based on persons-per-household factors from the Specific Plan. The persons-per-household factors are used to compute certain fair share cost and land equalization allocations for the SunCreek SFD. The SCSP VC and regional town center developments will create retail services, restaurant, entertainment, and office employment opportunities.

Land Use Assumptions for Cost Allocation Purposes

The Financing Plan categorizes land use designations as either "residential," "nonresidential," "school", or "public and other" to allocate the costs of certain Backbone Infrastructure improvements.

For purposes of the land equalization program, land dedication obligations for certain components (e.g., drainage, wetland preserve and buffer, and public/quasipublic [P/QP]) are allocated based on total developable acres, which reflects total gross acreage less the wetland preserve and buffer areas.



Legend

- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- COMPACT DENSITY RESIDENTIAL
- VILLAGE CENTER
- STORMWATER CANAL
- DETENTION BASIN
- PUBLIC/QUASI PUBLIC
- PARK
- SCHOOL
- REGIONAL TOWN CENTER
- WETLAND
- WETLAND BUFFER/BIKE PATH CORRIDOR

MAP 2-3
Development Areas

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

July, 2013

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

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Page 18

3. ROADWAYS

Development of new residential, office, and other commercial uses in the SCSP will generate the need for additional roadway capacity to maintain adequate levels of service. The proposed backbone roadway system for the Project consists of 83 acres of major roads designed to provide adequate vehicular capacity while accommodating other modes of transportation (e.g., pedestrian/bicycle) and minimizing conflicts between modes.

The Financing Plan identifies a funding strategy to fund the improvement of the backbone facilities required to serve the SCSP. Backbone roadway facilities are identified as those facilities comprising 4 or more travel lanes, certain 2-lane collector roads, and certain pedestrian boulevard facilities, including enhanced median improvements. The Financing Plan identifies public financing mechanisms to fund construction of the center travel lanes and median improvements. Construction of roadway frontage facilities (e.g., outside traffic lane; curb; gutter; sidewalk; bike lane; required landscaping; joint utilities trench; street lighting; and associated water, sewer, and drainage utilities) will be the responsibility of adjacent development.

Facility Improvement Costs

On-Site Backbone Roadways

Mackay & Somps provided estimated costs to construct the following on-site backbone roadway facilities, depicted in **Map 3-1**:

- Sunrise Boulevard (south of Kiefer Boulevard)—East Half Section.
- Kiefer Boulevard (Sunrise to Rancho Cordova Parkway)—South Half Section.
- Kiefer Boulevard (east of Rancho Cordova Parkway)—North Half Section.
- Rancho Cordova Parkway (south of Kiefer Boulevard)—West Half Section.
- Rancho Cordova Parkway (north of Kiefer Boulevard)—East Half Section.
- Americanos Boulevard (Chrysanthy Boulevard to Kiefer Boulevard)—Full Section.
- North Campus Drive (Rancho Cordova Parkway to Americanos Boulevard)—Partial and Full Sections.
- Chrysanthy Boulevard—South Half Section.
- Central Park Drive (Rancho Cordova Parkway to Americanos Boulevard)—Full Section (Enhanced Median Improvements).
- West Park Drive (North Campus Road to Central Park Drive)—Full Section (Enhanced Median Improvements).

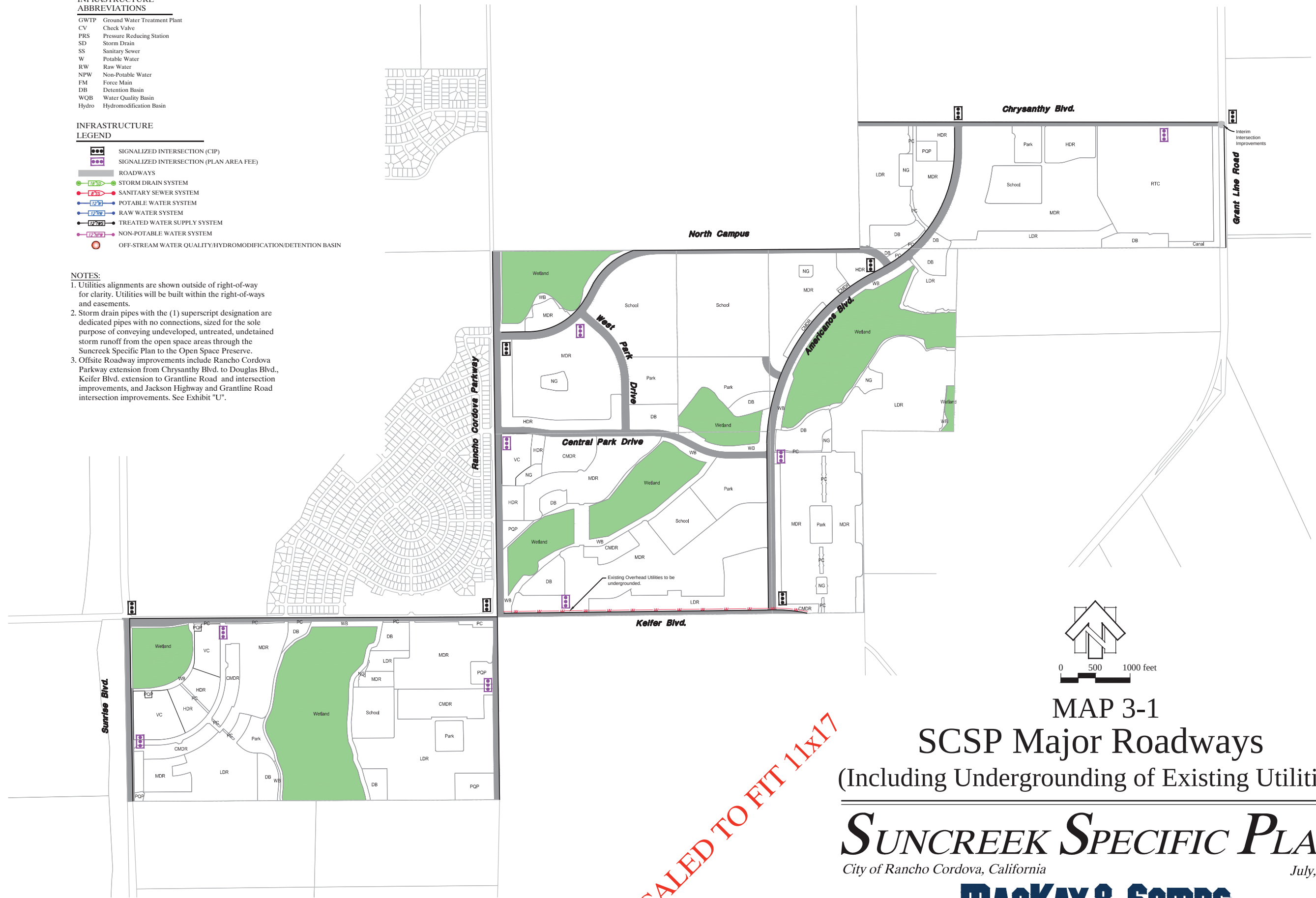
INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

- NOTES:
1. Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
 2. Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the Suncreek Specific Plan to the Open Space Preserve.
 3. Offsite Roadway improvements include Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd., Keifer Blvd. extension to Grantline Road and intersection improvements, and Jackson Highway and Grantline Road intersection improvements. See Exhibit "U".



SCALED TO FIT 11x17

MAP 3-1
SCSP Major Roadways
(Including Undergrounding of Existing Utilities)

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
July, 2013

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

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plans\Infrastructure\SCSP\1991-2017-2020-2025-2030-2035-2040-2045-2050-2055-2060-2065-2070-2075-2080-2085-2090-2095-2100-2105-2110-2115-2120-2125-2130-2135-2140-2145-2150-2155-2160-2165-2170-2175-2180-2185-2190-2195-2200-2205-2210-2215-2220-2225-2230-2235-2240-2245-2250-2255-2260-2265-2270-2275-2280-2285-2290-2295-2300-2305-2310-2315-2320-2325-2330-2335-2340-2345-2350-2355-2360-2365-2370-2375-2380-2385-2390-2395-2400-2405-2410-2415-2420-2425-2430-2435-2440-2445-2450-2455-2460-2465-2470-2475-2480-2485-2490-2495-2500-2505-2510-2515-2520-2525-2530-2535-2540-2545-2550-2555-2560-2565-2570-2575-2580-2585-2590-2595-2600-2605-2610-2615-2620-2625-2630-2635-2640-2645-2650-2655-2660-2665-2670-2675-2680-2685-2690-2695-2700-2705-2710-2715-2720-2725-2730-2735-2740-2745-2750-2755-2760-2765-2770-2775-2780-2785-2790-2795-2800-2805-2810-2815-2820-2825-2830-2835-2840-2845-2850-2855-2860-2865-2870-2875-2880-2885-2890-2895-2900-2905-2910-2915-2920-2925-2930-2935-2940-2945-2950-2955-2960-2965-2970-2975-2980-2985-2990-2995-3000-3005-3010-3015-3020-3025-3030-3035-3040-3045-3050-3055-3060-3065-3070-3075-3080-3085-3090-3095-3100-3105-3110-3115-3120-3125-3130-3135-3140-3145-3150-3155-3160-3165-3170-3175-3180-3185-3190-3195-3200-3205-3210-3215-3220-3225-3230-3235-3240-3245-3250-3255-3260-3265-3270-3275-3280-3285-3290-3295-3300-3305-3310-3315-3320-3325-3330-3335-3340-3345-3350-3355-3360-3365-3370-3375-3380-3385-3390-3395-3400-3405-3410-3415-3420-3425-3430-3435-3440-3445-3450-3455-3460-3465-3470-3475-3480-3485-3490-3495-3500-3505-3510-3515-3520-3525-3530-3535-3540-3545-3550-3555-3560-3565-3570-3575-3580-3585-3590-3595-3600-3605-3610-3615-3620-3625-3630-3635-3640-3645-3650-3655-3660-3665-3670-3675-3680-3685-3690-3695-3700-3705-3710-3715-3720-3725-3730-3735-3740-3745-3750-3755-3760-3765-3770-3775-3780-3785-3790-3795-3800-3805-3810-3815-3820-3825-3830-3835-3840-3845-3850-3855-3860-3865-3870-3875-3880-3885-3890-3895-3900-3905-3910-3915-3920-3925-3930-3935-3940-3945-3950-3955-3960-3965-3970-3975-3980-3985-3990-3995-4000-4005-4010-4015-4020-4025-4030-4035-4040-4045-4050-4055-4060-4065-4070-4075-4080-4085-4090-4095-4100-4105-4110-4115-4120-4125-4130-4135-4140-4145-4150-4155-4160-4165-4170-4175-4180-4185-4190-4195-4200-4205-4210-4215-4220-4225-4230-4235-4240-4245-4250-4255-4260-4265-4270-4275-4280-4285-4290-4295-4300-4305-4310-4315-4320-4325-4330-4335-4340-4345-4350-4355-4360-4365-4370-4375-4380-4385-4390-4395-4400-4405-4410-4415-4420-4425-4430-4435-4440-4445-4450-4455-4460-4465-4470-4475-4480-4485-4490-4495-4500-4505-4510-4515-4520-4525-4530-4535-4540-4545-4550-4555-4560-4565-4570-4575-4580-4585-4590-4595-4600-4605-4610-4615-4620-4625-4630-4635-4640-4645-4650-4655-4660-4665-4670-4675-4680-4685-4690-4695-4700-4705-4710-4715-4720-4725-4730-4735-4740-4745-4750-4755-4760-4765-4770-4775-4780-4785-4790-4795-4800-4805-4810-4815-4820-4825-4830-4835-4840-4845-4850-4855-4860-4865-4870-4875-4880-4885-4890-4895-4900-4905-4910-4915-4920-4925-4930-4935-4940-4945-4950-4955-4960-4965-4970-4975-4980-4985-4990-4995-5000-5005-5010-5015-5020-5025-5030-5035-5040-5045-5050-5055-5060-5065-5070-5075-5080-5085-5090-5095-5100-5105-5110-5115-5120-5125-5130-5135-5140-5145-5150-5155-5160-5165-5170-5175-5180-5185-5190-5195-5200-5205-5210-5215-5220-5225-5230-5235-5240-5245-5250-5255-5260-5265-5270-5275-5280-5285-5290-5295-5300-5305-5310-5315-5320-5325-5330-5335-5340-5345-5350-5355-5360-5365-5370-5375-5380-5385-5390-5395-5400-5405-5410-5415-5420-5425-5430-5435-5440-5445-5450-5455-5460-5465-5470-5475-5480-5485-5490-5495-5500-5505-5510-5515-5520-5525-5530-5535-5540-5545-5550-5555-5560-5565-5570-5575-5580-5585-5590-5595-5600-5605-5610-5615-5620-5625-5630-5635-5640-5645-5650-5655-5660-5665-5670-5675-5680-5685-5690-5695-5700-5705-5710-5715-5720-5725-5730-5735-5740-5745-5750-5755-5760-5765-5770-5775-5780-5785-5790-5795-5800-5805-5810-5815-5820-5825-5830-5835-5840-5845-5850-5855-5860-5865-5870-5875-5880-5885-5890-5895-5900-5905-5910-5915-5920-5925-5930-5935-5940-5945-5950-5955-5960-5965-5970-5975-5980-5985-5990-5995-6000-6005-6010-6015-6020-6025-6030-6035-6040-6045-6050-6055-6060-6065-6070-6075-6080-6085-6090-6095-6100-6105-6110-6115-6120-6125-6130-6135-6140-6145-6150-6155-6160-6165-6170-6175-6180-6185-6190-6195-6200-6205-6210-6215-6220-6225-6230-6235-6240-6245-6250-6255-6260-6265-6270-6275-6280-6285-6290-6295-6300-6305-6310-6315-6320-6325-6330-6335-6340-6345-6350-6355-6360-6365-6370-6375-6380-6385-6390-6395-6400-6405-6410-6415-6420-6425-6430-6435-6440-6445-6450-6455-6460-6465-6470-6475-6480-6485-6490-6495-6500-6505-6510-6515-6520-6525-6530-6535-6540-6545-6550-6555-6560-6565-6570-6575-6580-6585-6590-6595-6600-6605-6610-6615-6620-6625-6630-6635-6640-6645-6650-6655-6660-6665-6670-6675-6680-6685-6690-6695-6700-6705-6710-6715-6720-6725-6730-6735-6740-6745-6750-6755-6760-6765-6770-6775-6780-6785-6790-6795-6800-6805-6810-6815-6820-6825-6830-6835-6840-6845-6850-6855-6860-6865-6870-6875-6880-6885-6890-6895-6900-6905-6910-6915-6920-6925-6930-6935-6940-6945-6950-6955-6960-6965-6970-6975-6980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0-11655-11660-11665-11670-11675-11680-11685-11690-11695-11700-11705-11710-11715-11720-11725-11730-11735-11740-11745-11750-11755-11760-11765-11770-11775-11780-11785-11790-11795-11800-11805-11810-11815-11820-11825-11830-11835-11840-11845-11850-11855-11860-11865-11870-11875-11880-11885-11890-11895-11900-11905-11910-11915-11920-11925-11930-11935-11940-11945-11950-11955-11960-11965-11970-11975-11980-11985-11990-11995-12000-12005-12010-12015-12020-12025-12030-12035-12040-12045-12050-12055-12060-12065-12070-12075-12080-12085-12090-12095-12100-12105-12110-12115-12120-12125-12130-12135-12140-12145-12150-12155-12160-12165-12170-12175-12180-12185-12190-12195-12200-12205-12210-12215-12220-12225-12230-12235-12240-12245-12250-12255-12260-12265-12270-12275-12280-12285-12290-12295-12300-12305-12310-12315-12320-12325-12330-12335-12340-12345-12350-12355-12360-12365-12370-12375-12380-12385-12390-12395-12400-12405-12410-12415-12420-12425-12430-12435-12440-12445-12450-12455-12460-12465-12470-12475-12480-12485-12490-12495-12500-12505-12510-12515-12520-12525-12530-12535-12540-12545-12550-12555-12560-12565-12570-12575-12580-12585-12590-12595-12600-12605-12610-12615-12620-12625-12630-12635-12640-12645-12650-12655-12660-12665-12670-12675-12680-126

In addition, 4 bike trail grade-separated crossings are included in the infrastructure cost estimates at the following locations:

- Intersection of Kiefer Boulevard and Rancho Cordova Parkway.
- Americanos Boulevard (at Community Park).
- Americanos Boulevard (at/near North Campus Road intersection).
- Chrysanthy Boulevard (west of Americanos Boulevard intersection).

The cost estimates included in the CIP are preliminary and will be updated as part of implementation of the SCSP fee program. As identified in **Table 3-1** (and detailed in **Table 3-2**), total on-site roadway costs are estimated to be approximately \$72.7 million. Of this amount, approximately \$37.9 million reflects roadway frontage improvements that will be funded privately by the adjacent development. The remaining \$34.8 million in backbone roadway facility costs will be funded by a combination of the City Transportation Development Impact Fee (TDIF) and the SCSP SFD, as discussed further later in this chapter.

Off-Site Backbone Roadways

Mackay and Soms also provided estimates of the construction costs for the following off-site roadway facilities:

- Rancho Cordova Parkway (Chrysanthy Boulevard to Douglas Boulevard).
- Kiefer Boulevard (Eastern Project limit to Grant Line Road).
- Jackson Road/Grant Line Road Intersection.

As identified in **Table 3-1** and detailed in **Table 3-3**, total off-site roadway costs are estimated to be approximately \$9.2 million. It is anticipated that all of these off-site roadway costs will be funded by the City TDIF. Depending on the phasing of the SCSP and timing of surrounding development, advance funding or construction of these off-site roadway improvements may be required as conditions of approval consistent with the SCSP phasing plan and subsequent Tentative Map Phasing Plans. Any advance funding or construction requirements for off-site roadways will be eligible for credits or reimbursement against the set-aside portion of the City TDIF (see detailed discussion below).

SCSP development also will be responsible for contributing to other backbone off-site roadway improvements included in the City's TDIF Program or other proposed funding sources identified below. It is not anticipated that SCSP development will be required to advance fund or construct any of these facilities. The SCSP will fund their fair share of these improvements through payment of the appropriate fee. If any off-site improvements are located in another jurisdiction, they will be included in a reciprocal funding agreement with that jurisdiction.

Note that the cost estimates do not identify any costs associated with on- or off-site construction requirements for Grant Line Road, other than interim intersection improvements that will be required at the intersection of Chrysanthy Boulevard and Grant Line Road and intersection improvements at Kiefer Boulevard and Jackson Road. Construction responsibilities for Grant Line Road have not yet been determined. These costs are excluded based on indications from the City that SCSP developers will not be required to advance fund or construct any Grant Line Road

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Table 3-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Major On-Site and Off-Site Backbone Roads Construction Costs Summary (2013\$)

Item	Estimated Cost [1]
Major On-Site Roads Construction Cost	\$72,655,500
<i>Less Private Developer Funded (Road Frontage)</i>	(\$37,854,100)
Total On-Site Backbone Roads Cost	\$34,801,400
Off-site Roads Construction Cost	\$9,232,157

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Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013.

[1] See Table 3-2 and Table 3-3 for more information.

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On-Site

Table 3-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Major On-site Roads Construction Costs and Credits/Reimbursements (2013\$)

Major Roads	Construction Cost	Estimated City TDIF Funding [1]	SunCreek SFD Funding [1]	Private Developer Funded (Road Frontage)
<u>Rancho Cordova Pkwy.</u>				
Northern Project Limit to Kiefer Blvd.	\$3,273,600	\$950,000	\$0	\$2,323,600
SunCreek Box Culvert Extension	\$80,000	\$80,000	\$0	\$0
Traffic Signal - North Campus Blvd. [2]	\$400,000	\$400,000	\$0	\$0
Traffic Signal - Central Park Dr. [2]	\$400,000	\$0	\$400,000	\$0
Bike/Pedestrian Undercrossing [3]	\$4,320,000	\$4,320,000	\$0	\$0
Subtotal Northern Project Limit to Kiefer Blvd.	\$8,473,600	\$5,750,000	\$400,000	\$2,323,600
Kiefer Blvd. to Southern Project Limit	\$1,775,500	\$371,000	\$0	\$1,404,500
Traffic Signal - Kiefer Blvd. [2]	\$400,000	\$400,000	\$0	\$0
Traffic Signal - Minor Road Intersection [2]	\$400,000	\$0	\$400,000	\$0
Subtotal Kiefer Blvd. to Southern Project Limit	\$2,575,500	\$771,000	\$400,000	\$1,404,500
Total Rancho Cordova Pkwy.	\$11,049,100	\$6,521,000	\$800,000	\$3,728,100
<u>Kiefer Blvd.</u>				
Sunrise Blvd. to 1,650 west of Rancho Cordova Pkwy.	\$2,238,000	\$671,400	\$0	\$1,566,600
SunCreek Box Culvert Extension	\$50,000	\$50,000	\$0	\$0
Traffic Signal Modification - Sunrise Blvd. [2]	\$400,000	\$400,000	\$0	\$0
Traffic Signal - VC Land Use Loop Road Intersection [2]	\$400,000	\$0	\$400,000	\$0
Subtotal Sunrise Blvd. to 1,650 west of Rancho Cordova Pkwy.	\$3,088,000	\$1,121,400	\$400,000	\$1,566,600
1,650-ft West of Rancho Cordova Pkwy. to Rancho Cordova Pkwy.	\$1,002,000	\$300,600	\$0	\$701,400
Rancho Cordova Parkway to Americanos Blvd.	\$2,370,000	\$513,500	\$0	\$1,856,500
Traffic signal - Investek North-South Access Rd. [2]	\$400,000	\$0	\$400,000	\$0
Subtotal Rancho Cordova Parkway to Americanos Blvd.	\$2,770,000	\$513,500	\$400,000	\$1,856,500
Americanos Blvd. to Eastern Project Limit	\$408,000	\$88,400	\$0	\$319,600
Traffic signal - Americanos Blvd. [2]	\$400,000	\$400,000	\$0	\$0
Subtotal Americanos Blvd. to Eastern Project Limit	\$808,000	\$488,400	\$0	\$319,600
Total Kiefer Blvd.	\$7,668,000	\$2,423,900	\$800,000	\$4,444,100
<u>Americanos Blvd.</u>				
Kiefer Boulevard to Central Park Dr.	\$2,185,000	\$598,000	\$0	\$1,587,000
Central Park Drive to High School Access Rd.	\$1,242,000	\$299,000	\$0	\$943,000
Traffic Signal - Central Park Drive [2]	\$400,000	\$0	\$400,000	\$0
SunCreek Con-Span Arch Culvert	\$1,500,000	\$1,500,000	\$0	\$0
Bike/Pedestrian Undercrossing (South) [3]	\$2,040,000	\$2,040,000	\$0	\$0
Subtotal Central Park Drive to High School Access Rd.	\$5,182,000	\$3,839,000	\$400,000	\$943,000
High School Access Road to North Campus Road	\$2,205,000	\$585,000	\$0	\$1,620,000
North Campus Rd. to 820-ft north of North Campus Dr.	\$885,600	\$213,200	\$0	\$672,400
Traffic Signal - North Campus Dr. [2]	\$400,000	\$400,000	\$0	\$0
Bike/Pedestrian Undercrossing (North) [3]	\$1,100,000	\$1,100,000	\$0	\$0
Subtotal North Campus Rd. to 820-ft north of North Campus Dr.	\$2,385,600	\$1,713,200	\$0	\$4,822,400

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On-Site

Table 3-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Major On-site Roads Construction Costs and Credits/Reimbursements (2013\$)

Major Roads	Construction Cost	Estimated City TDIF Funding [1]	SunCreek SFD Funding [1]	Private Developer Funded (Road Frontage)
820-ft north of North Campus Dr. to Chrysanthy Blvd.	\$1,558,000	\$426,400	\$0	\$1,131,600
Traffic Signal - Chrysanthy Boulevard [2]	\$400,000	\$400,000	\$0	\$0
Subtotal 820-ft north of North Campus Dr. to Chrysanthy Blvd.	\$1,958,000	\$826,400	\$0	\$1,131,600
Total Americanos Blvd.	\$13,915,600	\$7,561,600	\$400,000	\$5,954,000
<u>Chrysanthy Blvd.</u>				
Western Project Limit to Grant Line Rd.	\$3,226,900	\$687,700	\$0	\$2,539,200
Bike/Pedestrian Overcrossing [3]	\$900,000	\$900,000	\$0	\$0
Traffic Signal - LTC Access Road [2]	\$400,000	\$0	\$400,000	\$0
Laguna Creek Tributary Bridge	\$1,500,000	\$1,500,000	\$0	\$0
Traffic Signal - Grant Line Road [2]	\$400,000	\$400,000	\$0	\$0
Subtotal Western Project Limit to Grant Line Rd.	\$6,426,900	\$3,487,700	\$400,000	\$2,539,200
Total Chrysanthy Blvd.	\$6,426,900	\$3,487,700	\$400,000	\$2,539,200
<u>Grant Line Road</u>				
Interim Intersection Improvements	\$300,000	\$300,000	\$0	\$0
<u>Sunrise Blvd.</u>				
Kiefer Blvd. to 990-ft south of Kiefer Blvd.	\$594,000	\$188,100	\$0	\$405,900
Box Culvert Extension	\$30,000	\$30,000	\$0	\$0
Subtotal Kiefer Blvd. to 990-ft south of Kiefer Blvd.	\$624,000	\$218,100	\$0	\$405,900
990-ft south of Keifer Blvd. to Sothern Project Limit	\$1,010,600	\$309,700	\$0	\$700,900
Traffic Signal - VC Land Use Loop Road Intersection [2]	\$400,000	\$0	\$400,000	\$0
Subtotal 990-ft south of Keifer Blvd. to Sothern Project Limit	\$1,410,600	\$309,700	\$400,000	\$700,900
Total Sunrise Blvd.	\$2,034,600	\$527,800	\$400,000	\$1,106,800
<u>North Campus Dr. [1]</u>				
Rancho Cordova Parkway to 1,180-ft. east of West Park Dr.	\$2,570,400	\$655,200	\$0	\$1,915,200
Traffic Signal - West Park Dr. [2]	\$400,000	\$0	\$400,000	\$0
Subtotal Rancho Cordova Parkway to 1,180-ft. east of West Park Dr.	\$2,970,400	\$655,200	\$400,000	\$1,915,200
1,180 Ft. east of West Park Dr. to 550-ft. west of Americanos Dr.	\$2,249,400	\$423,800	\$0	\$1,825,600
550-ft. west of Americanos Dr. to Americanos Dr.	\$550,800	\$140,400	\$0	\$410,400
Total North Campus Dr.	\$5,770,600	\$1,219,400	\$400,000	\$4,151,200
<u>West Park Dr.</u>				
North Campus Dr. to Central Park Dr.	\$1,651,700	\$0	\$0	\$1,651,700
West Park Drive Median - North Campus Rd. to Central Park Dr.	\$179,100	\$0	\$179,100	\$0
Total West Park Dr.	\$1,830,800	\$0	\$179,100	\$1,651,700

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On-Site

Table 3-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Major On-site Roads Construction Costs and Credits/Reimbursements (2013\$)

Major Roads	Construction Cost	Estimated City TDIF Funding [1]	SunCreek SFD Funding [1]	Private Developer Funded (Road Frontage)
Central Park Dr.				
Rancho Cordova Parkway to West Park Dr.	\$1,346,800	\$0	\$0	\$1,346,800
West Park Dr. to 530-ft east of West Park Dr.	\$360,400	\$0	\$0	\$360,400
530-ft east of West Park Dr. to 750-ft west of Americanos Blvd.	\$688,000	\$0	\$0	\$688,000
SunCreek Con-Span Arch Culvert	\$1,500,000	\$0	\$0	\$1,500,000
Subtotal 530-ft east of West Park Dr. to 750-ft west of Americanos Blvd.	\$2,188,000	\$0	\$0	\$2,188,000
750-ft west of Americanos Blvd. to Americanos Dr.	\$569,800	\$0	\$0	\$569,800
Central Park Drive Median - Rancho Cordova Pkwy. to Americanos Dr.	\$358,200	\$0	\$358,200	\$0
Total Central Park Dr.	\$4,823,200	\$0	\$358,200	\$4,465,000
Subtotal Major Roads	\$53,818,800	\$22,041,400	\$3,737,300	\$28,040,100
Contingency (20%)	\$10,763,800	\$4,408,300	\$747,500	\$5,608,000
Engineering/Plan Check/Inspection (15%)	\$8,072,900	\$3,306,300	\$560,600	\$4,206,000
Total Major Roads	\$72,655,500	\$29,756,000	\$5,045,400	\$37,854,100

"rds"

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] All SunCreek roadway improvements that are ineligible for City TDIF funding are funded by the SunCreek SFD. These ineligible improvements are included in the other cost category on table (Table 19-1) and are not included in the infrastructure cost burden calculation.

[2] The traffic signal locations are preliminary. Traffic signal locations will be verified by traffic analysis and warrants.

[3] Assumes these facilities will be added to the City TDIF. If these facilities are not ultimately included in the TDIF, they may shift to the SunCreek SFD, subject to discussions between the City and SCSP developers.

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Table 3-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Off-Site Roads Construction Costs and Credits/Reimbursements (2013\$)

Off-Site

Off-Site Roads	Construction Cost	Estimated City TDIF Funding	SunCreek SFD Funding
<u>Rancho Cordova Pkwy.</u>			
Chrysanthy Blvd. to Douglas Blvd.	\$1,103,340	\$1,103,340	\$0
Traffic Signal	\$0	\$0	\$0
Intersection Legs (East and West)	\$700,000	\$700,000	\$0
Intersection Legs (South)	\$0	\$0	\$0
Right-of-Way	\$180,334	\$180,334	\$0
Total Rancho Cordova Pkwy.	\$1,983,674	\$1,983,674	\$0
<u>Kiefer Blvd.</u>			
Eastern Project Limit to Grant Line Rd.	\$1,853,810	\$1,853,810	\$0
Laguna Creek Bridge	\$1,008,000	\$1,008,000	\$0
Grant Line Road/ Kiefer Boulevard Intersection	\$627,720	\$627,720	\$0
Right-of-Way	\$348,953	\$348,953	\$0
Total Kiefer Blvd.	\$3,838,483	\$3,838,483	\$0
<u>Jackson Rd./Grant Line Rd. Intersection</u>			
Jackson Rd./Grant Line Rd. Intersection	\$924,000	\$924,000	\$0
Right-of-Way	\$92,400	\$92,400	\$0
Total Jackson Rd./Grant Line Rd. Intersection	\$1,016,400	\$1,016,400	\$0
Subtotal Off-Site Roads	\$6,838,557	\$6,838,557	\$0
Contingency (20%)	\$1,367,800	\$1,367,800	\$0
Engineering/Plan Check/Inspection (15%)	\$1,025,800	\$1,025,800	\$0
Total Off-Site Roads	\$9,232,157	\$9,232,157	\$0

"off_rds"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

Improvements, as this facility likely will be constructed as part of a larger regional transportation project. It is anticipated that Grant Line Road improvements will be fully funded by a combination of revenues from the City TDIF and the Proposed Capital Southeast Connector Project Financing Program.

Existing and Proposed Funding Sources

The SCSP will be required to pay the City's existing TDIF. In addition, the SCSP may be required to participate in the financing program for the proposed Capital Southeast Connector Project, as well as the proposed Highway 50 Corridor Mobility Fee program.

Note that the SCSP also will be required to pay fees into the Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP), but the fee revenue generated by this program is used to fund regional fair share contributions for projects included in the New Measure A Capital Program Expenditure Plan and likely will not be available to fund required SCSP on- or off-site improvements.

City TDIF

The SCSP will participate in the City TDIF program by paying roadway fees associated with residential and nonresidential development. The City's TDIF program will fund a portion of the on- and off-site roadway improvements required to develop the SCSP. It is anticipated that the City's TDIF program will provide funding for the center lane and median improvements for all backbone roadway facilities comprising 4 or more travel lanes.

At buildout of the SCSP, the City is expected to collect approximately \$79.5 million in TDIF revenues for roadways, including administration (see **Appendix B Table B-1**).

TDIF Set-Aside

The City has established a policy intended to provide a dedicated funding source for key backbone roadway facilities. Under this policy (entitled "Guiding Principles for Funding Backbone Infrastructure," and attached as **Appendix C**), a portion of the TDIF paid by each SCSP residential unit will be set aside for the following purposes:

- To provide cash flow funding for a defined set of priority transportation improvements (Core Backbone Road Infrastructure).
- To provide credits or reimbursement for any SCSP off-site road construction requirements, which may include the following facilities:
 - Rancho Cordova Parkway (Chrysanthy Boulevard to Douglas Boulevard).
 - Kiefer Boulevard (Eastern Project limit to Grant Line Road).
 - Jackson Road/Grant Line Road Intersection.
 - Road improvements adjacent to property not included within the Specific Plan up to the centerline of the applicable roadway, including frontage improvements.

Any associated SCSP construction requirements for these Core Backbone Road Infrastructure or off-site facilities would be eligible for credits or reimbursement from the set-aside portion of the fee. Off-site or Core Backbone Road Improvement construction requirements would be eligible for credits against the set-aside portion of the TDIF to the extent that such credits are available, based on the applicable fee obligation otherwise payable by the development requiring the construction of credit-generating improvements. If credits exceed the corresponding fee obligation (i.e., if the improvement costs exceed the amount of credits that can be applied against the applicable fee obligation), the constructing entity then would be eligible for reimbursement from the set-aside portion of the TDIF.

TDIF-eligible on-site improvements not included within the Core Backbone Road Infrastructure will be fully creditable or reimbursable against the remaining portion of the TDIF (after the set-aside has been allocated for Core Backbone Road Infrastructure and SCSP off-site road construction requirements). As stated earlier, a constructing entity first would be eligible for credits to the extent that credits can be applied against the corresponding fee obligation, and then would receive reimbursements to the extent the improvement costs exceed available fee program credits.

TDIF Set-Aside Amount

The TDIF set-aside amount is \$9,000 per residential equivalent dwelling unit (EDU) and does not apply to nonresidential land uses. The TDIF set-aside amount per single-family and multifamily residential unit is calculated by multiplying \$9,000 by the EDU factor for each land use. Single-family uses are assigned 1 EDU per unit and Multifamily land uses are assigned EDUs based on their relative impact compared to a single family unit. Therefore, the multifamily EDU factor will be less than a single-family unit. The EDU factors used are from the Rancho Cordova TDIF Program Nexus Study, January 14, 2013.

Table 3-4 identifies the total TDIF revenue generated by SCSP residential development, the amount allocated to the set-aside portion of the fee, and the remaining amount available to fund on-site SCSP infrastructure. As shown in this table, SCSP development will generate approximately \$40.4 million in set-aside funds for Core Backbone Road Infrastructure and any required off-site road construction requirements.

Proposed Capital Southeast Connector Project Financing Program

The Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan includes a multimodal transportation corridor connecting the Cities of Elk Grove, Rancho Cordova, and El Dorado Hills along the Grant Line Road alignment primarily located in the County (Connector Project). The regional road network identified in the Specific Plan identifies Grant Line Road as a 6-lane expressway facility, consistent with the City General Plan document.³ The Connector Project, however, is likely to turn Grant Line Road into a limited access 4-lane expressway.

³ The County General Plan identifies Grant Line Road as a 6-lane thoroughfare facility.

Table 3-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
TDIF Funding Available for Set Aside and On-Site Roadway Improvements

Item	Residential Units				Total
	Low Density	Medium Density	Compact Density	High Density	
Assumptions					
Number of Units	911	2,329	504	1,149	4,893
EDU Factor per Unit	1.00	1.00	0.88	0.70	
Total EDUs [1]	911	2,329	444	804	4,488
Fee per Unit/Sq. Ft.					
TDIF Fee per Unit/Sq. Ft.	\$15,499	\$15,499	\$13,639	\$10,849	
TDIF Set Aside per Unit/Sq. Ft.	\$9,000	\$9,000	\$7,920	\$6,300	
TDIF Fee Remaining for On-Site Roadway Improvements	\$6,499	\$6,499	\$5,719	\$4,549	
Total Revenue					
TDIF Revenue	\$14,119,589	\$36,097,171	\$6,874,056	\$12,465,501	\$69,556,317
TDIF Set Aside	\$8,199,000	\$20,961,000	\$3,991,680	\$7,238,700	\$40,390,380
TDIF Funding Remaining for On-Site Roadway Improvements	\$5,920,589	\$15,136,171	\$2,882,376	\$5,226,801	\$29,165,937

"tdif_avail"

Source: City of Rancho Cordova, SCSP Owners' Group, and EPS.

[1] EDU factors from the Rancho Cordova TDIF Program Nexus Study, January 14, 2013.

The SCSP will likely be required to pay for on- and off-site Grant Line Road improvements either through participation in the City's TDIF, the Connector Project Financing Program, or both. The City and the Connector Project Joint Powers Authority are working together to develop the financing program for the Connector Project.

Proposed 50 Corridor Mobility Fee Program

A group of developers and jurisdictional entities, collectively named the Highway 50 Coalition, are considering a transportation funding program (Hwy 50 Corridor Mobility Fee Program) that has identified regional roadway infrastructure improvements that would improve mobility in concert with the region's projected growth. The program would establish a new fee (Hwy 50 Fee) that would fund major roadway improvements along the Hwy 50 Corridor in Sacramento and El Dorado Counties. The amount of the proposed Hwy 50 Corridor Mobility Fee Program is uncertain at this time, and there may be some overlap resulting in offsets with the City TDIF.

Facility Funding Strategy

On-Site Backbone Roadway Improvements

It is anticipated that the City TDIF will fund the 2 center lanes and median improvements for 4-lane backbone roadways and the 4 center lanes and median improvements for 6-lane backbone roadway improvements. The outside 2 lanes and associated frontage improvements for backbone roadways will be privately funded by the adjacent property owner as a condition of approval. For purposes of the Financing Plan analysis, it is assumed that North Campus Drive will be added to the City's TDIF as part of future fee program updates, if required to be 4 lanes. In addition, it is assumed that the 4 grade separated bike trail crossings also will be added to the City's CIP, if required of SCSP development.

As detailed in **Table 3-2**, of the \$72.7 million in estimated SCSP on-site backbone roadway costs, it is estimated that approximately \$29.8 million will be eligible for credits or reimbursements via the City's TDIF Program, subject to the terms and limitations of the set-aside agreement. The costs of enhanced median improvements required for Central Park Drive and West Park Drive will not be included in the City's fee program because these are 2-lane roadways. In addition, certain required traffic signals will not be included in the City's fee program. The \$37.9 million in frontage costs generally will be funded by adjacent development, as detailed below. The remaining \$5.0 million in roadway improvement costs will be funded by the SCSP SFD, also discussed further below.

Off-Site Backbone Roadway Improvements

As discussed previously, the off-site backbone roadway improvement requirements will be met through payment of the City's TDIF. If SCSP development is required to construct any Core Backbone Road Infrastructure or other off-site backbone roadways, these facilities will be eligible for credits or reimbursements against the set aside portion of the TDIF. Estimated revenues generated by the set aside portion of the fee total approximately \$40.4 million.

Road Frontage

For on-site projects, adjacent development will be responsible for frontage improvements (including outside traffic lane; curb; gutter; sidewalk; bike lane; required landscaping; joint utilities trench; street lighting; and associated local water, sewer, and drainage utilities). Such frontage improvements generally are not reimbursable through either fee credits or reimbursements. Should the City condition a developer to construct frontage adjacent to another property, the City will enter into a reimbursement agreement with the constructing developer, in accordance with the Off-Site Road Frontage Reimbursement Strategy, attached herein as **Appendix D**.

At this time, it is anticipated that the City may construct frontage on certain facilities (e.g., Sunrise or Kiefer Boulevards). In these circumstances, the City would advance the funds to construct the facility and condition the adjacent development to reimburse the City upon recordation of a final map for that property.

Road Frontage Adjacent to Public Uses

Road frontage costs will be funded by the dedicating property owner even when the adjacent property is designated for public use such as schools, parks, or open space. The City will condition road frontage construction requirements at the time of the Tentative Map Phasing Plan approval. For road frontage adjacent to public uses, the City will tie the improvements to the appropriate phase or final map as part of its approval of the Tentative Map Phasing Plan for that property. With respect to the Smith/Dunmore Property, prior to or upon the sale of the school site to the EGUSD or a public entity, the owner of the site will be obligated to install, or bond for the installation of, or reimburse any other developer who previously installed the frontage improvements adjacent to the school site.

Proposed SunCreek SFD

EPS has preliminarily allocated the roadway costs that will be funded by the proposed SunCreek SFD to each land use. The estimated SFD fee by land use is shown in **Table 3-5** using allocation factors derived from the City TDIF Nexus Study, dated January 14, 2013.

Table 3-5
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
On-Site Road Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	EDU Factor [1]	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<i>units</i>	<i>Per Unit</i>					<i>per unit</i>
Low Density Residential	179.4	911	1.00	911.0	16.4%	\$828,504	\$4,619	\$909
Medium Density Residential	321.5	2,329	1.00	2,329.0	42.0%	\$2,118,097	\$6,588	\$909
Compact Density Residential	43.7	504	0.88	443.5	8.0%	\$403,357	\$9,230	\$800
High Density Residential	44.2	1,149	0.70	804.3	14.5%	\$731,467	\$16,553	\$637
Total Residential	588.8	4,893		4,487.8	80.9%	\$4,081,425		
Nonresidential Land Uses [2]		<i>bldg. sq. ft.</i>	<i>Per 1K sq. ft.</i>					<i>per bldg. sq. ft.</i>
Village Center	22.0	240,000	1.21	290.4	5.2%	\$264,103	\$12,005	\$1.10
Regional Town Center	58.4	636,000	1.21	769.6	13.9%	\$699,872	\$11,984	\$1.10
Total Nonresidential	80.4	876,000		1,060.0	19.1%	\$963,975		
TOTAL	669.2			5,547.8	100.0%	\$5,045,400		

"alloc_road2"

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Allocation factors from the Rancho Cordova TDIF Program Nexus Study, January 14, 2013.

[2] Assumes retail/commercial rate for all nonresidential land uses.

4. SEWER

The SCSP will be served by the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD). SRCSD owns and operates the Sacramento Regional Wastewater Treatment Plant (SRWTP) and is responsible for the interceptor collection and conveyance throughout the County (sanitary sewers that are designed to carry flows of 10 million gallons per day [mgd] or more) and treatment of wastewater. SASD is responsible for the local collection facilities, including trunk sewer with a capacity of 1 mgd to 10 mgd. The proposed permanent on-site and initial off-site sewer improvements for the SCSP have been designed to conform to the City's General Plan and both sewer districts' standards.

SASD's Board of Directors approved a System Capacity Plan in January 2012 that provides an updated mid-range and long-term plan for sewer service in this area. The Specific Plan and this Financing Plan have been updated to reflect the current SASD System Capacity Plan.

Each phase of development in SunCreek will be subject to the District Ordinance, Standards and Specifications and, Fee Structure and Reimbursement Policies and Procedures (including eligibility for reimbursement and reimbursement agreement requirements) in place at the time of application. SASD will require the submittal and approval of a Level 2 Sewer Study for the plan area before recordation of any large or small lot final maps. Accordingly, the Plan Area Fee includes an allowance of \$25,000 to prepare the Level 2 Sewer Study for the plan area.

Facility Improvement Costs

According to the Specific Plan, the backbone sewer collection system in the SCSP will be constructed in existing and proposed rights-of-way and along the SunCreek Parkway open space corridor. A new pump station will be installed in the southwestern portion of SunCreek for initial sewer service. The existing Anatolia III pump station will be abandoned with the first phase of development in the SCSP, and a relief sewer will convey its flows southwest to the SunCreek sewer pump station. According to MacKay & Somps, during the initial phases of development, early flows will be pumped from the pump station through the existing 8-inch diameter Anatolia III force main to an existing trunk line in Chrysanthy Boulevard, then to SASD's existing Chrysanthy pump station, which uses the Kiefer Boulevard force main to deliver flows to the Bradshaw interceptor west of Mather Field.

The Chrysanthy Pump Station may need to be upgraded to provide additional pumping capacity to serve development in the plan area. The 8-inch force main for the Anatolia lift station connector is the only non-creditable initial improvement. The remaining initial improvements are all partially creditable by SASD.

When the Aerojet interceptor is completed, the Chrysanthy pump station flows will be diverted there. After those improvements, the new SunCreek pump station will be expanded to handle increased flows and a new force main will be constructed to connect to the Sunrise Boulevard

(northerly) leg of the existing Kiefer Boulevard force main to deliver the flows to the Aerojet Interceptor at Chrysanthy Boulevard.⁴

As the Project and adjacent areas develop, the new SunCreek sewer pump station will be upsized to handle increased flows for the ultimate sewer service. The SCSP will continue to use the Sunrise Boulevard (northerly) leg of the existing Kiefer Boulevard force main to deliver flows to the Aerojet Interceptor. **Map 4-1** shows the SunCreek sewer system.

As shown on **Table 4-1**, at buildout, the total estimated cost of the backbone sewer system amounts to roughly \$19.4 million. Costs include the following improvements:

- Construction of six reaches of trunk sewer lines.
- One pump station.
- Two force mains:
 - One to connect to the Anatolia III Force Main.
 - One to connect to the Sunrise Boulevard (northerly) leg of the Kiefer Boulevard Force Main to connect to the Aerojet Interceptor.
- Chrysanthy Pump Station Upgrades.

The estimated costs do not include any costs associated with environmental mitigation (addressed in **Chapter 7**). Easements, right-of-way, or land acquisition related to sewer improvements will be conveyed to the District at no cost.⁵ **Appendix F** contains the detailed list of sanitary sewer improvements required for SCSP.

Construction Responsibility

The SCSP developers will construct and install required sewer facilities. Certain facilities will be eligible for credits or reimbursements from SASD.

Funding Strategy

Existing Fee Programs

SCSP will be required to participate in two existing sewer development impact fee programs in Sacramento: SRCSD and SASD.

⁴ Should construction of the Aerojet Interceptor be delayed beyond the time when the capacity of the Anatolia force main is exceeded, and, as a result, the Kiefer Boulevard force main remain operational, then SunCreek will be required to construct a new force main from the SunCreek sewer pump station northerly along Sunrise Boulevard to deliver flows to the Chrysanthy pump station, which will in turn pump the flows to the Bradshaw Interceptor via the Kiefer Boulevard force main.

⁵ To the extent sewer land dedication/easement requirements are not located in roadway or other public rights-of-way, those land dedication requirements will be equalized via the land equalization program discussed in **Chapter 14**.

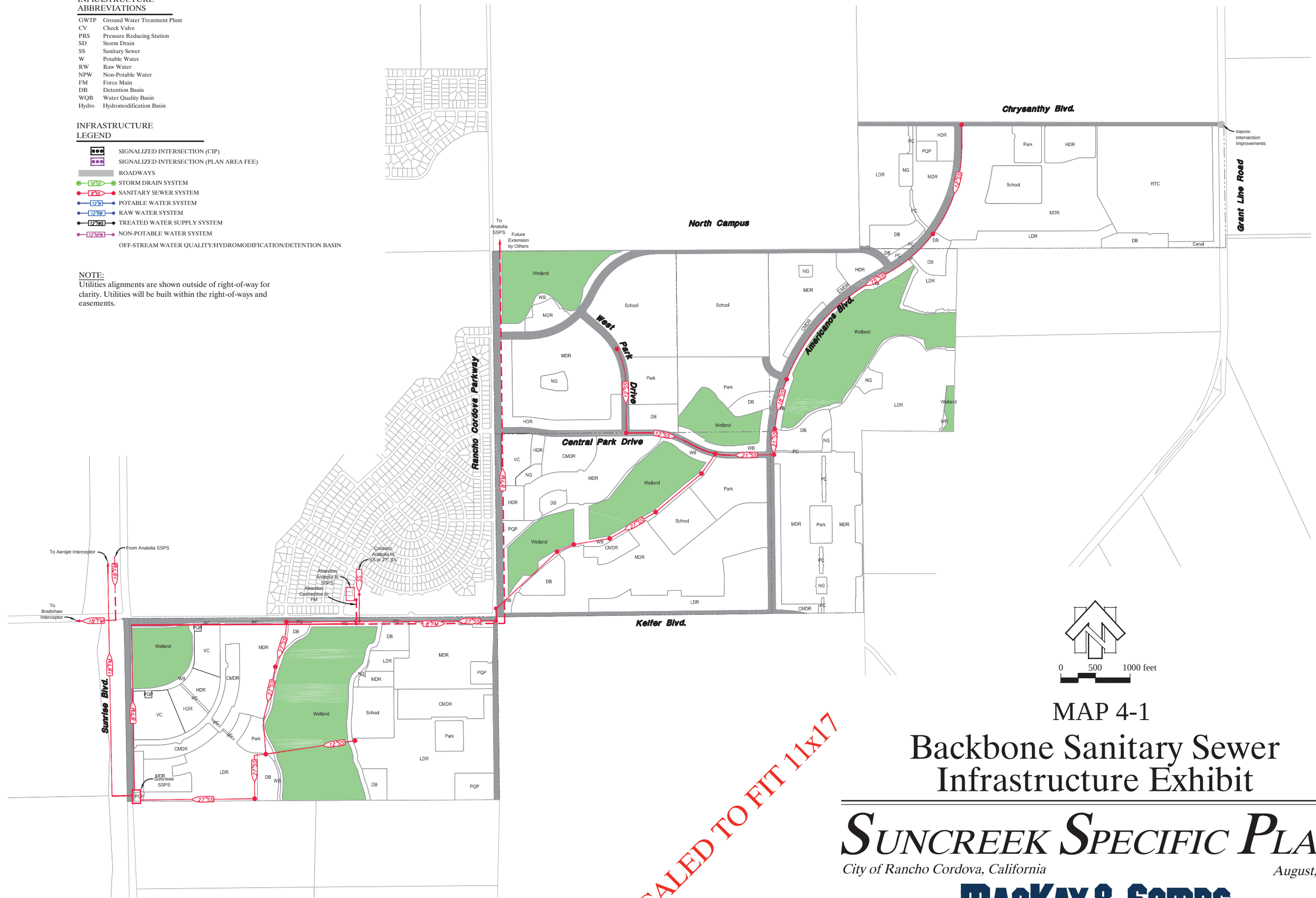
INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.



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Table 4-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Sanitary Sewer Costs and Credits/Reimbursements (2013\$) [1] [2]

Sewer

Sanitary Sewer	Construction Cost	Estimated Credits/Reimb. SASD Fee Funding [3]	SunCreek SFD Funding [3]
<i>Formula</i>	<i>a</i>	<i>b</i>	<i>c = a - b</i>
<u>SASD Eligible Facilities</u>			
Gravity Sewer System			
12" Sanitary Trunk Sewer	\$356,250	\$312,265	\$43,985
15" Sanitary Trunk Sewer	\$274,500	\$262,361	\$12,139
18" Sanitary Trunk Sewer	\$103,500	\$99,990	\$3,510
21" Sanitary Trunk Sewer	\$148,500	\$143,132	\$5,368
27" Sanitary Trunk Sewer	\$2,073,750	\$1,948,496	\$125,255
48" Sanitary Trunk Sewer Manhole	\$187,500	\$96,150	\$91,350
60" Sanitary Trunk Sewer Manhole	\$323,000	\$240,350	\$82,650
Subtotal Gravity Sewer System (Rounded)	\$3,467,000	\$3,102,700	\$364,300
Pump Station and Force Mains			
SunCreek Sewer Pump Station	\$8,460,000	\$8,460,000	\$0
18-inch (Chrysanthy LS FM Connections)	\$1,800,000	\$1,200,000	\$600,000
Chrysanthy Pump Station Upgrades	\$100,000	\$100,000	\$0
Pump Station and Force Mains (Rounded)	\$10,360,000	\$9,760,000	\$600,000
Subtotal SASD Eligible Facilities (Rounded)	\$13,827,000	\$12,862,700	\$964,300
Contingency (20%)	\$2,765,400	\$2,572,500	\$192,900
Engineering/Plan Check/Inspection [4]	\$2,074,100	\$836,100	\$1,238,000
Total SASD Eligible Facilities (Rounded)	\$18,666,500	\$16,271,300	\$2,395,200
<u>Ineligible Facilities</u>			
Gravity Sewer System			
12" Sanitary Sewer	\$63,750	\$0	\$63,750
48" Sanitary Sewer Manhole	\$22,500	\$0	\$22,500
Subtotal Gravity Sewer System (Rounded)	\$86,250	\$0	\$86,250
Pump Station and Force Mains			
8-inch (Anatolia III Lift Station Connection)	\$427,500	\$0	\$427,500
Pump Station and Force Mains (Rounded)	\$427,500	\$0	\$427,500
Subtotal Ineligible Facilities (Rounded)	\$513,800	\$0	\$513,800
Contingency (20%)	\$102,800	\$0	\$102,800
Engineering/Plan Check/Inspection [4]	\$77,000	\$0	\$77,000
Total Ineligible Facilities (Rounded)	\$693,600	\$0	\$693,600
Subtotal Sanitary Sewer (Rounded)	\$19,360,100	\$16,271,300	\$3,088,800
Level 2 Sewer Study Update	\$25,000	\$0	\$25,000
Total Sanitary Sewer (Rounded)	\$19,385,100	\$16,271,300	\$3,113,800

"sewer"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

- [1] The sewer construction cost and credits/reimbursements estimates may not match MacKay & Soms cost estimate due to rounding.
[2] MacKay & Soms utilized unit cost estimates based on current estimated unit pricing, as opposed to the pre-set reimbursement schedule published by SASD.
[3] City of Rancho Cordova will coordinate with SASD on eligible amounts prior to making reimbursements for facilities funded by SunCreek SFD.
[4] The engineering/plan check/inspection cost is 15 percent for the construction cost and 6.5 percent for the estimated credits/reimbursements for eligible facilities. The engineering/plan check/inspection cost that is funded by the SunCreek SFD is the difference between the construction cost and the estimated credits/reimbursements.

SunCreek development will pay SRCSD Impact Fees to provide funding toward regional sewer interceptor and treatment facilities.⁶ **Table B-1** in **Appendix B** estimates the SRCSD fee revenue from SunCreek at buildout (approximately \$19.0 million). Because the SunCreek Sewer Master Plan does not include construction of any regional interceptors or treatment improvements, SunCreek will not be eligible for credits or reimbursements from SRCSD fees. SunCreek development also will pay the SASD sewer development impact fees.

Table B-1 estimates that roughly \$9.2 million in SASD fee revenue will be generated by SunCreek at buildout. As discussed above, SunCreek will be eligible for SASD fee credits or reimbursements for the cost of the Sewer Master Plan-identified facilities in accordance with the SASD Sewer Ordinance. These credits and reimbursements, however, are subject to the terms set forth in Section 8.1.2 of the SASD Sewer Ordinance adopted to be effective February 23, 2013. Major provisions include the following considerations:

- Credits will not exceed 80 percent of the projected costs until final project costs are known and agreed on by SASD.
- On acceptance of trunk facilities, cash reimbursements will be made at the end of each quarter from the expansion area sewer impact fees collected during the preceding quarter, minus SASD's development review and administrative costs.

SASD Credits/Reimbursements

Table 4-1 estimates the total credits or reimbursements from SASD for the eligible facilities constructed by SunCreek. As discussed above, SASD Reimbursements and Credits shall be subject to the requirements of Section 8.1.2 of the SASD Sewer Ordinance.

Of the total construction cost of approximately \$19.4 million, roughly \$16.3 million will be eligible for SASD credits/reimbursements. While most of the facilities are eligible for some SASD credits/reimbursements, there is a unit cost differential between the construction cost and the SASD credits/reimbursements resulting in certain eligible facilities only having partial credits/reimbursements. This is in part because MacKay & Somps used unit cost estimates based on current estimated unit pricing, as opposed to the preset reimbursement schedule published by SASD. The SunCreek sewer pump station and the Chrysanthy Pump Station Upgrades are fully creditable by SASD. The 12-inch sanitary sewer, 48-inch sanitary sewer manhole, and the 8-inch Anatolia III lift station connector are not eligible for any SASD credits. All other trunk sewer facilities are eligible for partial credits/reimbursements from SASD.

The sewer improvement costs to be funded through the SASD Sewer Impact Fee and Trunk Sewer Reimbursement Program will be evaluated and updated throughout development of the Project. According to the SASD Reimbursement Program, a Board-approved reimbursement agreement will identify the exact reimbursement terms, including contingency, engineering, and inspection costs. In addition, the program will be periodically updated to reflect current costs.

⁶ Note: Fee revenue estimates presented in this study are based on the current SRCSD rate and fee structure. SRCSD staff has advised that significant increases in the SRCSD Impact Fee are anticipated over time to fund the planned upgrades to the SRWTP.

SunCreek will be eligible to receive credits and cash reimbursements from SASD sewer impact fee revenue to repay the cost of developer-constructed facilities. The timing of the SASD reimbursements is uncertain and depends on the availability of SASD fee revenue. Reimbursement priority is based on the year of acceptance and available funds, which will be distributed on a pro-rata basis considering all outstanding same-year priority agreements. Full reimbursement may require a considerable time period, may extend beyond buildout of SunCreek, and will depend on buildout of other projects.

Proposed SunCreek SFD

The approximately \$3.1 million in sewer costs not funded by any other funding sources will be funded by the proposed SunCreek SFD fee. EPS has made a preliminary allocation of these costs by land use as shown in **Table 4-2**. The sewer cost is allocated using EDU factors from SCRSD.

In-tract Improvements

SunCreek developers also will be responsible to construct local sewer collection facilities of less than 1 mgd to serve the individual land uses in SunCreek. The cost of these facilities is considered a part of standard in-tract development costs and thus will not be reflected in the proposed SunCreek SFD.

Table 4-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Sewer Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	EDU Factor [1]	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses								
		<u>units</u>						<u>per unit</u>
Low Density Residential	179.4	911	1.00	911.0	19.4%	\$604,402	\$3,369	\$663
Medium Density Residential	321.5	2,329	1.00	2,329.0	49.6%	\$1,545,174	\$4,806	\$663
Compact Density Residential	43.7	504	1.00	504.0	10.7%	\$334,378	\$7,652	\$663
High Density Residential	44.2	1,149	0.75	861.8	18.4%	\$571,727	\$12,938	\$498
Total Residential	588.8	4,893		4,605.8	98.1%	\$3,055,682		
Nonresidential Land Uses [2]								
		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	0.10	24.0	0.5%	\$15,923	\$724	\$0.07
Regional Town Center	58.4	636,000	0.10	63.6	1.4%	\$42,195	\$723	\$0.07
Total Nonresidential	80.4	876,000		87.6	1.9%	\$58,118		
TOTAL	669.2			4,693.4	100.0%	\$3,113,800		

"alloc_sewer"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Allocation factors from Sacramento Regional County Sanitation District.

[2] Assumes retail rate for all nonresidential land uses.

5. POTABLE AND NONPOTABLE WATER

The Sacramento County Water Agency (SCWA) serves as the water purveyor for the SCSP. The SCSP is located in SCWA Zone 40, which supplies potable and nonpotable water. Development of the SCSP will create additional demands for potable and nonpotable water supply, transmission, and distribution. The Financing Plan identifies the required backbone water facilities needed to meet new demand generated by both SCSP development and, in certain cases, future development areas.

The on-site water improvements consist of Zone 40 water transmission mains along internal roadways, groundwater supply wells, water storage tanks, treatment facilities, and pressure-reducing valve stations.

Potable Water

Initial water service to the Project will be provided by the North Vineyard Well Field and Anatolia Groundwater Treatment Plant (AGWTP), in accordance with the approved Master Water Study, prepared by MWH Americas, Inc., for SCWA (October 2008). These facilities have limited existing capacity—additional wells will be added to the well field over time, and the AGWTP will be expanded to meet growing demands and provide additional capacity in the interim. While SCWA has no plans to do so, the Mather Housing water system could re-operate to provide additional groundwater service to the Sunrise-Douglas service area (existing wells and treatment plant have available capacity).

As an initial water supply measure, surface water could be provided to the Project by converting the existing Anatolia Groundwater Transmission Pipeline (30-inch diameter) to deliver surface water and connecting it to the new Vineyard Surface Water Treatment Plant (VSWTP—50-MGD capacity). Refinement of this initial off-site surface water supply alternative will be the subject of ongoing discussions between the development community and SCWA. Such a program would deliver surface water to the Project, as well as the greater SDCP area.

Ultimate water service will be provided by the North Service Area (NSA) pipeline, which will deliver treated surface water from SCWA's new Vineyard Surface Water Treatment Plant (VSWTP—50-MGD capacity) and the Freeport Regional Water Authority (FRWA) Sacramento River diversion and pipeline project. The NSA Pipeline project also would include new storage tanks in Sunrise-Douglas service area (aka "North Service Area"). Groundwater supplies from the North Vineyard Well Field, AGWTP, and SunCreek ground water wells and treatment plant may augment surface water delivery to the NSA over the long term to meet peak summer demands. New transmission pipelines would be installed along the Project's major roadways with a grid of 8- and 12-inch distribution lines extending from the transmission mains to deliver water to local projects.

Nonpotable Water

SCWA has long-term plans for a recycled water program for the Sunrise-Douglas portion of the NSA. This nonpotable system could use reclaimed water sources from scalping and tertiary treatment of wastewater flows; reuse of remediated groundwater from Aerojet, Boeing, or Mather groundwater remediation facilities; or potable water until adequate sources of recycled water become available.

The Sunrise-Douglas Recycled Water Master Plan lays out a recycled water (purple pipe) system to deliver recycled water to major irrigation demands (schools and parks primarily). Applicable portions of the nonpotable water system are identified in the SCSP infrastructure plans, and the costs are included in the Financing Plan.

Facility Improvement Costs

The estimated cost of construction for on-site water facilities for SCSP is approximately \$17.6 million at buildout, including on-site SCSP potable water, regional water improvements, and on-site nonpotable water improvements. The cost estimates include construction costs plus a 35-percent allowance for surveys, engineering design, testing and inspection, and contingencies.

The Financing Plan cost estimate includes all on-site interim and permanent facilities required to supply water to the SCSP. In addition, the Financing Plan identifies certain on-site regional water facilities that serve surrounding planned development and are not solely attributable to SCSP development.

The Financing Plan cost estimate does not, however, include off-site interim or permanent facilities that are necessary to serve the Project. Necessary off-site facilities are long-term capital improvements planned by SCWA and funded by SCWA development impact fees. The off-site costs of interim surface water improvements described above (i.e., raw groundwater water pipeline conversion) have been estimated by SCWA to be \$10.4 million, of which the Agency has approximately \$7.4 million immediately available.⁷ The SCWA likely will construct a fourth well in the Excelsior Well Field and expand treatment capacity at the AGWTP with the available funds (the estimated costs of the next well project is ±\$5 million), in lieu of converting the raw groundwater pipeline if additional funding to cover the current funding shortfall is not located in the near term. To the extent any of these off-site improvements are required; the shortfall costs for the pipeline conversion project will be eligible for fee credits/reimbursements, less any non-reimbursable costs associated therewith and subject to an agreement between the project proponent and SCWA specifying terms and conditions. The Financing Plan may be updated to include the cost of this improvement at a later date.

⁷ Source: Michael Peterson, Director of the County Department of Water Resources, June 27, 2013.

On-Site Potable Water Improvements

The costs of on-site potable water improvements needed to provide initial and permanent potable water service to the SCSP are identified in **Table 5-1**. Total estimated costs approximate \$5.7 million. The facilities identified in **Table 5-1** and depicted on **Map 5-1** serve the SCSP plan area only.

Regional Water Improvements

Table 5-2 reflects all the regional water facilities located in the Project area. These facilities are associated with the delivery of surface water to both the Project and a portion of the broader NSA. Because sufficient conveyance capacity exists in the system, construction of some of these facilities can be postponed until such a time as additional capacity is needed to meet water demands in the NSA. To that end, the costs of those facilities that can be postponed are shown as zero amounts in **Table 5-2**. To ensure sufficient space is provided in the major roadway system to accommodate future pipelines associated with regional facilities, water pipeline easements shall be provided by the developer that are acceptable to the SCWA and the City, or reservation of space in the Project's roadways for future pipelines shall be provided.

Nonpotable Water Improvements

All costs of the recycled system are included in the Financing Plan, with total costs approximating \$5.7 million. These facilities are summarized in **Table 5-3** and depicted on **Map 5-2**.

Construction Responsibility

Adequate supply, treatment, and storage facilities must be provided with each development phase. As demand approaches water supply capacity, Zone 40 will construct the future water improvements included in its Master Plan. Construction responsibility for off-site temporary water facilities will be determined as the need for these facilities arises.

Existing Funding Sources

SCWA Fees

SCWA has implemented a development impact fee program. SCWA usually reimburses conveyance facilities, such as water transmission main pipes, or provides credits towards the development fee. In some cases, developers, individually or as a group, may need to advance fund water facilities and then be credited or reimbursed through Zone 40 water fees. For reimbursement, the developer will enter into an agreement with Zone 40 that provides for repayment within 5 years. In the past, Zone 40 typically has provided reimbursement upon acceptance of facilities; however, this practice may change in the future. Larger facilities such as wells and treatment facilities may need to be financed through development-fee funding with long-term repayment by Zone 40.

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Table 5-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Potable Water Costs and Credits/Reimbursements (2013\$)

Potable Water

Potable Water	Construction Cost (Rounded)	Estimated Credits/Reimb. Zone 40 Fee Funding	SunCreek SFD Funding
Zone 1			
12" Water Transmission Main	\$845,500	\$845,500	\$0
16" Water Transmission Main	\$52,000	\$50,480	\$1,520
24" Water Transmission Main	\$1,482,000	\$1,450,840	\$31,160
12-inch Butterfly Value Assembly	\$17,500	\$17,260	\$240
16-inch Butterfly Value Assembly	\$11,000	\$10,788	\$212
24-inch Butterfly Value Assembly	\$115,500	\$112,739	\$2,761
Pressure Reducing Station Zone 1 to Zone 3	\$100,000	\$100,000	\$0
Subtotal Zone 1 (Rounded)	\$2,623,500	\$2,587,607	\$35,900
Zone 3			
16" Water Transmission Main	\$689,000	\$668,860	\$20,140
16-inch Butterfly Value Assembly	\$27,500	\$26,970	\$530
Subtotal Zone 3 (Rounded)	\$716,500	\$695,830	\$20,670
Zone 6			
16" Water Transmission Main	\$845,000	\$820,300	\$24,700
16-inch Butterfly Value Assembly	\$33,000	\$32,364	\$636
Subtotal Zone 1 (Rounded)	\$878,000	\$852,664	\$25,300
Subtotal Potable Water	\$4,218,000	\$4,136,101	\$81,899
Contingency (20%)	\$843,600	\$827,220	\$16,380
Engineering/Plan Check/Inspection [1]	\$632,700	\$330,888	\$301,812
Total Potable Water	\$5,694,300	\$5,294,209	\$400,091

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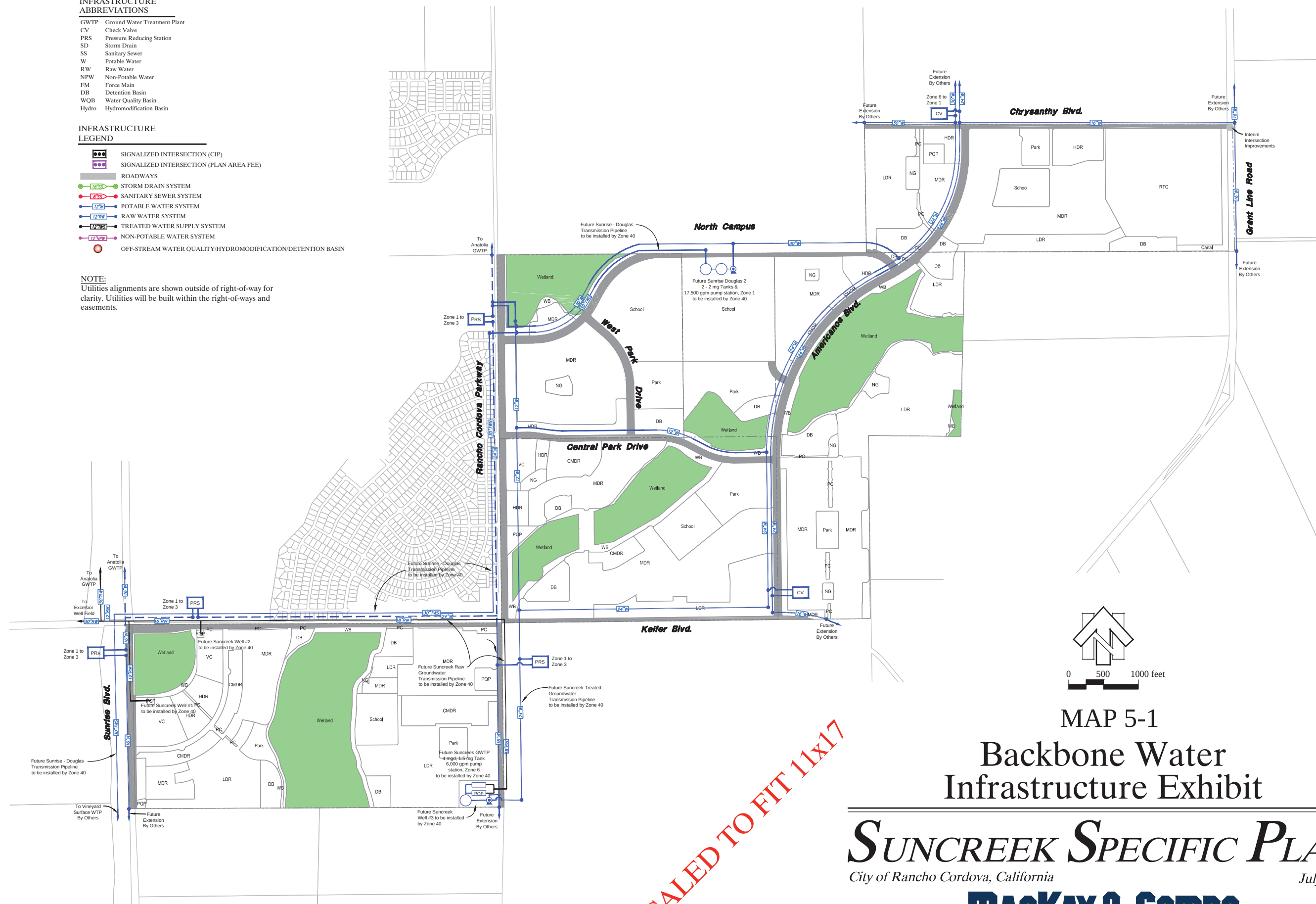
Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] The engineering/plan check/inspection cost is 15 percent for the construction cost and 8 percent for the estimated credits/reimbursements. The engineering/plan check/inspection cost that is funded by the SunCreek SFD is the difference between the construction cost and the estimated credits/reimbursements.

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
	RAW WATER SYSTEM
	TREATED WATER SUPPLY SYSTEM
	NON-POTABLE WATER SYSTEM
	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.



SCALED TO FIT 11x17

MAP 5-1

Backbone Water Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California

July, 2013

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

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Table 5-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Regional Water Costs and Credits/Reimbursements (2013\$)

Regional Water

Regional Water	Construction Cost (Rounded)	Estimated Credits/Reimb. Zone 40 Fee Funding	SunCreek SFD Funding
North Service Area Treated Water Supply Improvements			
Zone 1			
12" Raw Water Supply Pipeline	\$0	\$0	\$0
16" Raw Water Supply Pipeline	\$0	\$0	\$0
18" Raw Water Supply Pipeline	\$0	\$0	\$0
30" Water Transmission Main	\$1,855,000	\$1,842,400	\$12,600
12-inch Butterfly Valve Assembly	\$0	\$0	\$0
16-inch Butterfly Valve Assembly	\$0	\$0	\$0
18-inch Butterfly Valve Assembly	\$0	\$0	\$0
30-inch Butterfly Valve Assembly	\$220,000	\$214,786	\$5,214
Cathodic Protection System (30" Water T-Main)	\$37,800	\$37,800	\$0
Sunrise Douglas 2: Booster Pump Station	\$0	\$0	\$0
Sunrise Douglas 2: Storage Tank	\$0	\$0	\$0
Sunrise Douglas 2: 30-inch Transmission Main	\$0	\$0	\$0
Sunrise Douglas 2: 30-inch Butterfly Valves	\$0	\$0	\$0
Sunrise Douglas 2: Cathodic Protection (30" T-Main)	\$0	\$0	\$0
Subtotal Zone 1 (Rounded)	\$2,112,800	\$2,094,986	\$17,800
Zone 6			
24" Water Transmission Main	\$2,203,500	\$2,157,170	\$46,330
24-inch Butterfly Valve Assembly	\$96,000	\$81,992	\$14,008
Pressure Reducing Station Zone 6 to Zone 1	\$200,000	\$200,000	\$0
SunCreek Ground Water Treatment Plant (GWTP)	\$0	\$0	\$0
SunCreek GWTP: Ground Water Supply Wells	\$0	\$0	\$0
SunCreek GWTP: Booster Pump Station	\$0	\$0	\$0
SunCreek GWTP: Storage Tank	\$0	\$0	\$0
Subtotal Zone 6	\$2,499,500	\$2,439,162	\$60,300
Subtotal Regional Water	\$4,612,300	\$4,534,148	\$78,152
Contingency (20%)	\$922,500	\$906,800	\$15,700
Engineering/Plan Check/Inspection [1]	\$691,800	\$362,700	\$329,100
Total Regional Water	\$6,226,600	\$5,803,648	\$422,952

"reg_water"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] The engineering/plan check/inspection cost is 15 percent for the construction cost and 8 percent for the estimated credits/reimbursements.

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Table 5-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Non-Potable Water Costs and Credits/Reimbursements (2013\$)

Non-Potable Water

Non-Potable Water	Construction Cost	Estimated Credits/Reimb. Zone 40 Fee Funding	SunCreek SFD Funding
<u>Zone 40 Eligible Facilities</u>			
Zone 1			
6" Non Potable Water Pipeline	\$108,000	\$40,140	\$67,860
10" Non Potable Water Pipeline	\$776,000	\$360,840	\$415,160
20" Non Potable Water Pipeline	\$944,000	\$739,860	\$204,140
Pressure Reducing Station Zone 1 to Zone 3	\$100,000	\$100,000	\$0
Subtotal Zone 1 (Rounded)	\$1,928,000	\$1,240,840	\$687,160
Zone 2			
10" Non Potable Water Pipeline	\$1,024,000	\$476,160	\$547,840
Subtotal Zone 2 (Rounded)	\$1,024,000	\$476,160	\$547,840
Zone 3			
10" Non Potable Water Pipeline	\$328,000	\$152,520	\$175,480
12" Non Potable Water Pipeline	\$378,000	\$187,740	\$190,260
16" Non Potable Water Pipeline	\$325,000	\$201,750	\$123,250
Check Valve Station Zone 1 to Zone 3	\$60,000	\$56,746	\$3,254
Subtotal Zone 3 (Rounded)	\$1,091,000	\$598,756	\$492,244
Subtotal Zone 40 Eligible Facilities (Rounded)	\$4,043,000	\$2,315,756	\$1,727,244
Contingency (20%)	\$808,600	\$463,200	\$345,400
Engineering/Plan Check/Inspection [1]	\$606,500	\$185,300	\$421,200
Total Zone 40 Eligible Facilities (Rounded)	\$5,458,100	\$2,964,256	\$2,493,844
<u>Ineligible Facilities</u>			
Zone 1			
6-inch Gate Valve Assembly	\$3,000	\$0	\$3,000
10-inch Gate Valve Assembly	\$24,000	\$0	\$24,000
20-inch Butterfly Valve Assembly	\$50,000	\$0	\$50,000
Subtotal Zone 1 (Rounded)	\$77,000	\$0	\$77,000
Zone 2			
10-inch Gate Valve Assembly	\$35,000	\$0	\$35,000
Subtotal Zone 2 (Rounded)	\$35,000	\$0	\$35,000
Zone 3			
6-inch Gate Valve Assembly	\$6,000	\$0	\$6,000
12-inch Butterfly Valve Assembly	\$10,500	\$0	\$10,500
16-inch Butterfly Valve Assembly	\$25,000	\$0	\$25,000
Subtotal Zone 3 (Rounded)	\$41,500	\$0	\$41,500
Subtotal Ineligible Facilities (Rounded)	\$153,500	\$0	\$153,500
Contingency (20%)	\$30,700	\$0	\$30,700
Engineering/Plan Check/Inspection [1]	\$23,100	\$0	\$23,100
Total Ineligible Facilities (Rounded)	\$207,300	\$0	\$207,300
Total Non-Potable Water	\$5,665,400	\$2,964,256	\$2,701,144

"non_pot"

Source: MacKay & Sumps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] The engineering/plan check/inspection cost is 15 percent for the construction cost and 8 percent for the estimated credits/reimbursements. The engineering/plan check/inspection cost that is funded by the SunCreek SFD is the difference between the construction cost and the estimated credits/reimbursements.

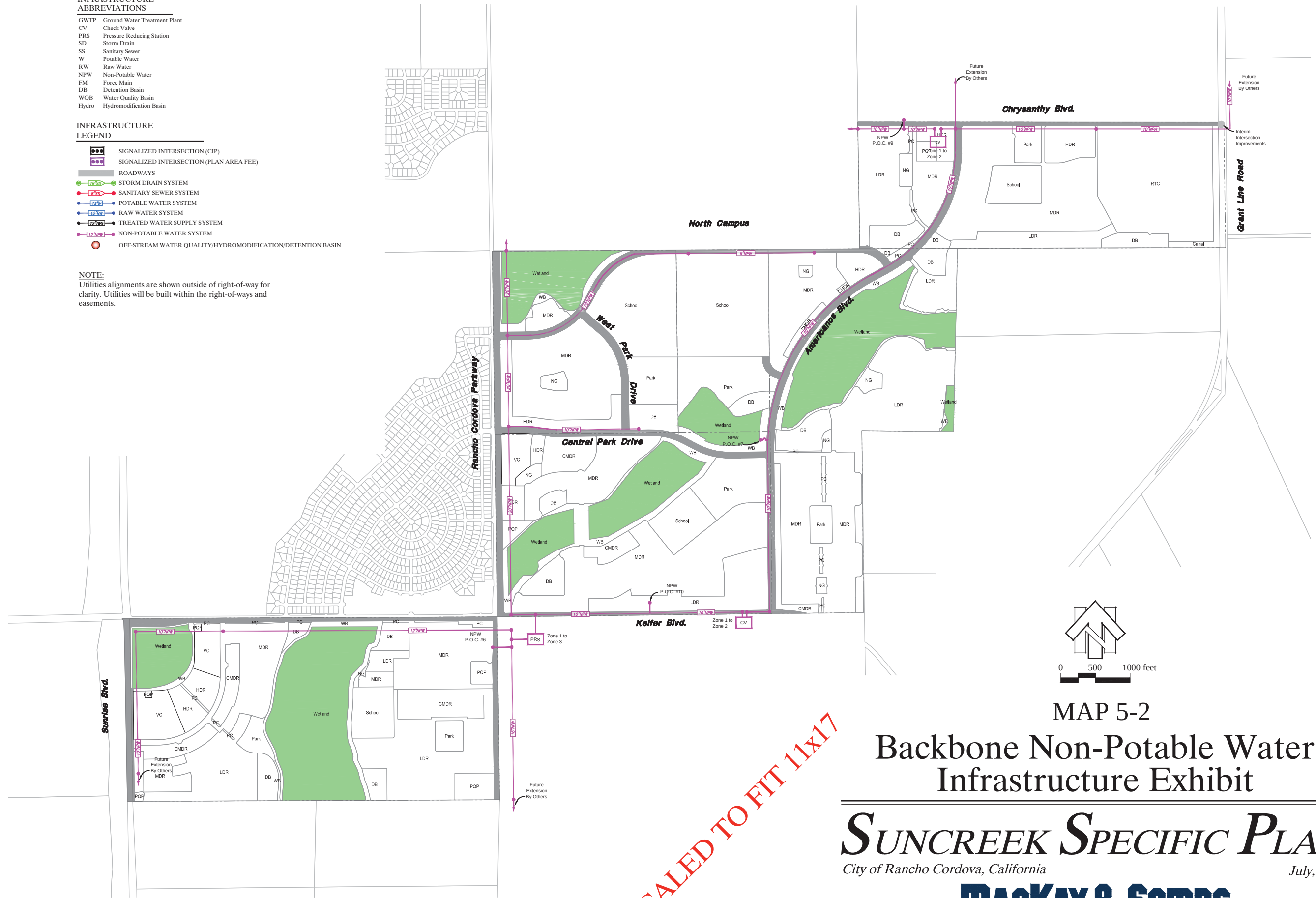
INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.



SCALED TO FIT 11x17

MAP 5-2
Backbone Non-Potable Water
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
July, 2013

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

7991-00
Page 23

\\sc\work\infrastructure\2007\projects\map 5-2\map 5-2.dwg [2] P. 17991\master plan\plan\SC\Backbone Infrastructure\BIM-LandUse\2012.dwg 09-28-12 1:03:46 PM

All credits and reimbursements will be conducted in accordance with the provisions of the SCWA Code. As appropriate, written reimbursement agreements will be developed with each applicant who is required to install SCWA facilities that will set forth the terms, conditions, amount, and the time frame for reimbursement or credit.

Based on current Zone 40 fees, buildout of SCSP development will generate approximately \$63.0 million in Zone 40 fee revenue.

Water Improvement Funding Strategy

On-Site Potable Water Improvements

As identified in **Table 5-1**, of the approximately \$5.7 million in on-site potable water improvements serving the SCSP only, approximately \$5.3 million will be eligible for credits or reimbursements from the Zone 40 development impact fee program, based on Zone 40's current reimbursement unit price schedule. As shown on **Table 5-4**, the remaining \$400,000 (attributable to the difference between estimated construction costs and Zone 40 reimbursement unit prices) will be funded by the proposed SunCreek SFD.

Regional Water Improvements

Of the \$6.2 million in regional water improvements, approximately \$5.8 million will be reimbursable through the Zone 40 development impact fee program. The remaining approximately \$400,000 (attributable to the difference between estimated construction costs and Zone 40 reimbursement unit prices) of regional water costs will be funded by the proposed SunCreek SFD.

Nonpotable Water Improvements

Most of the nonpotable water improvements identified in **Table 5-3** will be partially reimbursable via groundwater optimization program fees. Of the total \$5.7 million in costs, approximately \$3.0 million reflect reimbursable facilities. The remaining \$2.7 million in nonpotable water costs will be funded by the proposed SunCreek SFD. Approximately \$207,000 of these costs are attributable to facilities that are not eligible for reimbursement, with the remaining \$2.5 million in improvement costs generated by differences in estimated construction costs and SCWA Code reimbursement schedule unit costs.

Proposed SunCreek SFD

EPS has preliminarily allocated the approximately \$3.5 million in water costs that will be funded by the proposed SunCreek SFD to each land use in **Tables 5-4** through **5-6**. The potable, regional, and nonpotable water costs are allocated using the EDU factors from the SCWA fee schedule.

SunCreek developers will be responsible to construct local water distribution facilities to serve the individual land uses in SunCreek. The cost of these facilities is considered a part of standard in-tract development costs and thus will not be reflected in the proposed SunCreek SFD.

Table 5-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Potable Water Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	EDUs per Unit/Acre [1]	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>						<u>per unit</u>
Low Density Residential	179.4	911	1.00	911	19.0%	\$75,913	\$423	\$83
Medium Density Residential	321.5	2,329	1.00	2,329	48.5%	\$194,073	\$604	\$83
Compact Density Residential	43.7	504	0.75	378	7.9%	\$31,498	\$721	\$62
High Density Residential	44.2	1,149	0.75	862	17.9%	\$71,809	\$1,625	\$62
Total Residential	588.8	4,893		4,480	93.3%	\$373,292		
Nonresidential Land Uses		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	4.00	88	1.8%	\$7,333	\$333	\$0.03
Regional Town Center	58.4	636,000	4.00	234	4.9%	\$19,466	\$333	\$0.03
Total Nonresidential	80.4	876,000		322	6.7%	\$26,799		
TOTAL	669.2			4,801	100.0%	\$400,091		

"alloc_water"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] EDU factors per dwelling unit and acre are from the Sacramento County Water Agency Fee Schedule; effective March 1, 2011. EDUs for commercial water use are estimated assuming 2" service; EDUs for single family residential water are estimated at 1" service. Compact density and high density residential have a density over ten units per acre and therefore have an EDU factor of 0.75 per unit.

Table 5-5
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Regional Potable Water Cost Allocation at Buildout - SunCreek SFD (2012\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	EDUs per Unit/Acre [1]	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses								
		<u>units</u>						<u>per unit</u>
Low Density Residential	179.4	911	1.00	911	19.0%	\$80,250	\$447	\$88
Medium Density Residential	321.5	2,329	1.00	2,329	48.5%	\$205,162	\$638	\$88
Compact Density Residential	43.7	504	0.75	378	7.9%	\$33,298	\$762	\$66
High Density Residential	44.2	1,149	0.75	862	17.9%	\$75,912	\$1,718	\$66
Total Residential	588.8	4,893		4,480	93.3%	\$394,622		
Nonresidential Land Uses								
		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	4.00	88	1.8%	\$7,752	\$352	\$0.03
Regional Town Center	58.4	636,000	4.00	234	4.9%	\$20,578	\$352	\$0.03
Total Nonresidential	80.4	876,000		322	6.7%	\$28,330		
TOTAL	669.2			4,801	100.0%	\$422,952		

"alloc_regwater"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] EDU factors per dwelling unit and acre are from the Sacramento County Water Agency Fee Schedule; effective March 1, 2011. EDUs for commercial water use are estimated assuming 2" service; EDUs for single family residential water are estimated at 1" service. Compact density and high density residential have a density over ten units per acre and therefore have an EDU factor of 0.75 per unit.

Table 5-6
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Local Non-Potable Water Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	EDUs per Unit/Acre [1]	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>						<u>per unit</u>
Low Density Residential	179.4	911	1.00	911	19.0%	\$512,510	\$2,857	\$563
Medium Density Residential	321.5	2,329	1.00	2,329	48.5%	\$1,310,249	\$4,075	\$563
Compact Density Residential	43.7	504	0.75	378	7.9%	\$212,655	\$4,866	\$422
High Density Residential	44.2	1,149	0.75	862	17.9%	\$484,803	\$10,971	\$422
Total Residential	588.8	4,893		4,480	93.3%	\$2,520,218		
Nonresidential Land Uses		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	4.00	88	1.8%	\$49,507	\$2,250	\$0.21
Regional Town Center	58.4	636,000	4.00	234	4.9%	\$131,419	\$2,250	\$0.21
Total Nonresidential	80.4	876,000		322	6.7%	\$180,926		
TOTAL	669.2			4,801	100.0%	\$2,701,144		

"alloc_npwater"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] EDU factors per dwelling unit and acre are from the Sacramento County Water Agency Fee Schedule; effective March 1, 2011. EDUs for commercial water use are estimated assuming 2" service; EDUs for single family residential water are estimated at 1" service. Compact density and high density residential have a density over ten units per acre and therefore have an EDU factor of 0.75 per unit.

6. STORM DRAINAGE

Development of the SCSP will result in increased storm water runoff generated by the addition of impervious surface area in developed areas of the Project. The entire SCSP area is located in SCWA Zone 11A, in the Kite Creek, Morrison Creek, and upper Laguna Creek watersheds. The SCSP storm drainage system is proposed to limit the peak storm water flow after SCSP development to avoid exceeding predevelopment flows. As stated in the Specific Plan, planned storm water management facilities in the SCSP will mitigate for increased storm runoff created by plan area development. To provide adequate flood attenuation to predevelopment peak flow rates, this Project proposes multiple on-site, in-line hydromodification detention facilities and 100-year peak flow attenuation in the existing creeks located in the wetland preserve area.⁸ Permanent wetland preserve, wetland buffer, and on-site storm water detention facilities will provide the majority of the SCSP storm water storage capacity that replicates the natural (predevelopment) condition. In some cases, detention facilities will be incorporated into joint use park/detention facilities. Estimated costs for park improvements in these joint-use facilities are included in **Chapter 11: Parks and Neighborhood greens**.

The proposed detention facilities will incorporate additional volume for water quality treatment. Design of these features will be consistent with City and County policies and procedures.

Storm Drainage Facility Improvement Costs

MacKay & Somps evaluated a multitude of storm water management alternatives as part of the master plan process. This Financing Plan includes the cost of the identified preferred alternative, which includes the following key elements, illustrated in **Map 6-1**:

- Drainage improvements, including trunk drain pipes and water detention, water quality, and hydromodification basins.
- 10-year peak flow flood attenuation to predevelopment levels plus hydromodification mitigation volumes to be provided with on-site detention basins. On-site detention basins also provide water quality treatment and summer nuisance flow retention.
- 100-year peak flow flood attenuation to predevelopment levels will be provided in the existing creek system (including volume generated by off-site storm water flows generated by the Anatolia III project).

⁸ The attenuation of the 100-year peak flow in the existing creek system was specifically analyzed in the Regional Master Drainage Study for the SunCreek Specific Plan, dated August 22, 2011, as prepared by MacKay & Somps.

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
	RAW WATER SYSTEM
	TREATED WATER SUPPLY SYSTEM
	NON-POTABLE WATER SYSTEM
	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

1. Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
2. Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the Sun Creek Specific Plan to the Open Space Preserve.



- An opportunity to reduce the Anatolia III detention basin to meet water quality and hydromodification requirements only, allowing the Anatolia III project to reclaim approximately 40 lots (Anatolia III will need to fill a portion of the detention basin and complete street improvements to recapture lots).
- On-site SCSP detention basins are sized for on-site requirements only. These detention facilities can be oversized to handle upstream water shed areas, but any oversizing should be creditable against Zone 11A fees or eligible for reimbursements pursuant to the provisions of the SCWA Code.

Identified in **Table 6-1**, approximately \$16.5 million in backbone drainage improvements needed to serve the SCSP area will be constructed at buildout. The estimated facilities costs include construction costs, a 35-percent allowance for surveys, engineering design and contingencies, and a \$200,000 allowance for future costs to update the preliminary drainage master plan.

Construction Responsibility

Phasing for drainage facilities will be based on hydraulic and hydrologic needs, and drainage improvements for specific projects will be constructed based on the requirements of each tentative map. Trunk drainage pipes will be designed and constructed by the individual development projects as the need arises. Final detention facility design will occur as individual development projects process improvement plans and thus the need for detention arises. On-site Low Impact Development (LID) design features may reduce the size of the requisite detention and water quality facilities.

Completion of the storm drainage pipe network upstream of the trunk pipe system listed in **Table 6-1** will be the responsibility of the individual development projects. These smaller diameter systems, as well as required extensions of the trunk drainage system, will be designed by the individual projects as they are proposed.

Storm Drainage Improvement Funding Strategy

SCSP storm drainage improvements will be funded using a combination of existing fee programs and the proposed SCSP SFD.

Existing Fee Programs

SCWA Zone 11A funds or reimburses trunk drainage pipes, manholes, wetland mitigation, channel construction, detention ponds, and water quality facilities. Typically, the County approves the design of the basins and reimburses the developer for the eligible construction costs through the collection of Zone 11A development impact fees.

Of the \$16.5 million in storm drainage improvement costs, MacKay & Soms estimates \$5.4 million will be eligible for reimbursement from the Zone 11A development impact fee program.

Table 6-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Storm Drainage Costs and Credits/Reimbursements (2013\$)

Storm Drainage

Storm Drainage	Construction Cost	Estimated Credits/Reimb. Zone 11A Fee Funding	SunCreek SFD Funding [1]
<u>Zone 11A Eligible Facilities</u>			
Pipeline System			
24" Storm Drain (Off-Site Shed No. 9)	\$60,000	\$37,200	\$22,800
36" Storm Drain (Off-Site Shed No. 5)	\$245,000	\$177,454	\$67,547
48" Storm Drain (Off-Site Open Space Preserve Shed)	\$414,000	\$410,796	\$3,204
54" Storm Drain (Off-Site Shed Arista Del Sol)	\$397,500	\$321,127	\$76,373
72" Storm Drain (Morrison Creek Spill)	\$749,800	\$649,457	\$100,343
48-In Manhole	\$13,500	\$8,770	\$4,730
60-In Manhole	\$170,000	\$85,081	\$84,919
72-In Manhole	\$90,000	\$47,246	\$42,754
Saddle Manhole	\$72,000	\$22,633	\$49,367
Morrison Creek Spill Inlet Structure	\$35,000	\$35,000	\$0
Morrison Creek Spill Outlet Structure	\$30,000	\$30,000	\$0
Subtotal Pipeline System (Rounded)	\$2,277,000	\$1,825,000	\$452,000
Detention, Water Quality, and Hydro-Modification Basins [2]			
SunCreek Basin No. 1	\$650,290	\$111,844	\$538,446
SunCreek Basin No. 2	\$793,888	\$204,994	\$588,894
SunCreek Basin No. 3	\$950,268	\$221,501	\$728,767
SunCreek Basin No. 4	\$1,062,740	\$261,624	\$801,116
SunCreek Basin No. 5	\$1,117,568	\$413,171	\$704,397
SunCreek Basin No. 6	\$880,258	\$204,679	\$675,579
SunCreek Basin No. 7	\$394,026	\$101,144	\$292,882
SunCreek Basin No. 8	\$887,584	\$291,854	\$595,730
SunCreek Basin No. 9	\$611,092	\$146,713	\$464,379
SunCreek Basin No. 10	\$498,072	\$171,075	\$326,997
SunCreek Basin No. 11	\$223,004	\$58,502	\$164,502
SunCreek Basin No. 12	\$693,616	\$236,776	\$456,840
Subtotal Detention, Water Quality, and Hydro-Modification Basins (Rounded)	\$8,762,000	\$2,424,000	\$6,339,000
Subtotal Zone 11A Eligible Facilities (Rounded)	\$11,039,000	\$4,249,000	\$6,791,000
Contingency (20%)	\$2,208,000	\$850,000	\$1,358,000
Engineering/Plan Check/Inspection [3]	\$1,656,000	\$339,000	\$1,317,000
Total Zone 11A Eligible Facilities (Rounded)	\$14,903,000	\$5,439,000	\$9,464,000
<u>Ineligible Facilities</u>			
Detention, Water Quality, and Hydro-Modification Basins			
Percolation Trenches (SunCreek Basins No.1 - Basin No.12) [2]	\$1,039,000	\$0	\$1,039,000
Subtotal Detention, Water Quality, and Hydro-Modification Basins (Rounded)	\$1,039,000	\$0	\$1,039,000
Subtotal Ineligible Facilities (Rounded)	\$1,039,000	\$0	\$1,039,000
Contingency (20%)	\$208,000	\$0	\$208,000
Engineering/Plan Check/Inspection [3]	\$155,000	\$0	\$155,000
Total Ineligible Facilities (Rounded) [4]	\$1,402,000	\$0	\$1,402,000
Total Storm Drainage Infrastructure Costs (Rounded)	\$16,305,000	\$5,439,000	\$10,866,000
Drainage Master Plan Update	\$200,000	\$0	\$200,000
Total Storm Drainage (Rounded) [4]	\$16,505,000	\$5,439,000	\$11,066,000

"drain"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] While most of the facilities are eligible for reimbursement, the construction unit costs exceed the Zone 11A reimbursement schedule unit costs.

[2] The cost of the percolation trench is deducted from each SunCreek Basin because the cost of the percolation trench is ineligible for credits/reimbursement from Zone 11A.

[3] The engineering/plan check/inspection cost is 15 percent for the construction cost and 8 percent for the estimated credits/reimbursements for eligible facilities. The engineering/plan check/inspection cost that is funded privately by the developer is the difference between the construction cost and the estimated credits/reimbursements.

[4] Totals may not sum precisely due to rounding.

By its very nature, the preliminary drainage master planning for the Project as approved by the County Department of Water Resources to date does not allow for a line item-by-line item comparison of the estimated cost for the facilities and the Zone 11A per-unit reimbursement schedule. Accordingly, MacKay & Soms has used their professional judgment to estimate the order of magnitude of credits and reimbursement that likely will be available from Zone 11A once more detailed facility sizing information is available. As more detailed information for the trunk drainage system in the plan area is developed, future revisions to the Financing Plan will provide a more detailed list of creditable facilities.

Estimated reimbursements include no allowance for the land area of detention basins from Zone 11A. Detention basin land, per SCWA Code Title 2, Section 2.40.030, is only reimbursed for regionally beneficial flood control basins. Currently, none of the SunCreek detention basins qualify for land reimbursement under the Zone 11A credit reimbursement program. This Financing Plan, though, includes a program for land dedication equalization between the various land owners in the SCSP area.

Since detention basins within the plan area are designed to be stand-alone facilities, if the City and/or County requires these basins to be oversized to serve off-site upland areas, then the City and/or County will require the upland developers to pay their fair share of the improvement and land costs of the oversized basins.

The SCWA Code Titles 1 and 2 and the supporting Engineer's Report, dated August 16, 2004 (and as periodically updated), describe how fees and credits are determined. Nothing in this Financing Plan shall be construed as taking precedence over the existing Zone 11A trunk drainage fee and reimbursement program.

To the extent an assessment district, Mello Roos CFD, special tax district, or any similar public infrastructure financing entity is used to finance construction of trunk drainage facilities, any reimbursement from the SCWA due shall be paid solely to the financing district, not the developer. Notwithstanding the cost allocation process outlined in this Financing Plan, Zone 11A fees and credits will be managed as described in the SCWA Code.

SCSP development will generate approximately \$10.8 million in Zone 11A fee revenue (see **Table B-1**).

Proposed SunCreek SFD

The remaining \$11.1 million in storm drainage improvement costs not reimbursed by Zone 11A will be funded by the proposed SunCreek SFD. These costs include the following components:

- \$9.5 million of costs are attributable to the cost differential between the Zone 11A reimbursement schedule unit costs and the estimated construction costs. Because these facilities benefit the entire SCSP plan area, but are not geographically uniformly distributed, they are included in the SunCreek SFD.
- \$1.4 million in costs are for improvements that are not reimbursable in the Zone 11A fee program. These improvements are included in the SunCreek SFD to provide a mechanism to equalize those costs between the SCSP landowners.

- A \$200,000 allowance for future costs to update the preliminary drainage master plan after approval of the Specific Plan. This allowance will be funded by the SunCreek SFD and included in the plan area fee program.

Table 6-2 provides a preliminary allocation of costs to each SCSP land use category using allocation factors derived from the estimated impervious surface area per acre by land use set forth in the County Drainage Manual.

Table 6-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Storm Drain Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	Runoff Factor/ Acre	Total EDUs	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>	[1]					<u>per unit</u>
Low Density Residential	179.4	911	0.40	71.8	19.6%	\$2,167,140	\$12,081	\$2,379
Medium Density Residential	321.5	2,329	0.50	160.8	43.9%	\$4,855,165	\$15,102	\$2,085
Compact Density Residential	43.7	504	0.70	30.6	8.3%	\$923,916	\$21,142	\$1,833
High Density Residential	44.2	1,149	0.70	30.9	8.4%	\$934,276	\$21,142	\$813
Total Residential	588.8	4,893		294.0	80.3%	\$8,880,496		
Nonresidential Land Uses [2]		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	0.90	19.8	5.4%	\$598,023	\$27,183	\$2.49
Regional Town Center	58.4	636,000	0.90	52.6	14.3%	\$1,587,480	\$27,183	\$2.50
Total Nonresidential	80.4	876,000		72.4	19.7%	\$2,185,504		
TOTAL	669.2			366.4	100.0%	\$11,066,000		

"alloc_drain"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Allocation factors are the impervious surface factors per acre from the City and County of Sacramento Drainage Manual.

7. WETLANDS MITIGATION FOR BACKBONE INFRASTRUCTURE

Installation of backbone infrastructure (e.g., roads, sewer, water, drainage) to serve the SCSP will result in disturbance of waters of the United States, including wetlands. In accordance with the requirements of the U.S. Fish and Wildlife, U.S. Environmental Protection Agency, and U.S. Army Corp of Engineers (collectively, Agencies), the wetland impacts generated by construction of backbone infrastructure will require mitigation through the purchase of habitat land suitable to the protection and conservation of federally threatened and endangered species.

These mitigation requirements are generated by the installation of backbone infrastructure that serves the entire SCSP. Because the costs are not funded by any existing funding source, they are included in the Financing Plan to establish a funding and financing strategy that apportions the costs fairly amongst the SCSP landowners.

Facility Improvement Costs and Funding Strategy

As part of the federal agency permitting process, SCSP developers submitted a separate application for wetland impacts resulting from the installation of Project backbone infrastructure. These construction activities will result in the disturbance of approximately 8.36 acres of wetlands. **Map 7-1** illustrates the disturbed areas as they relate to the backbone infrastructure footprint as depicted in the backbone infrastructure permit submitted to the Agencies.

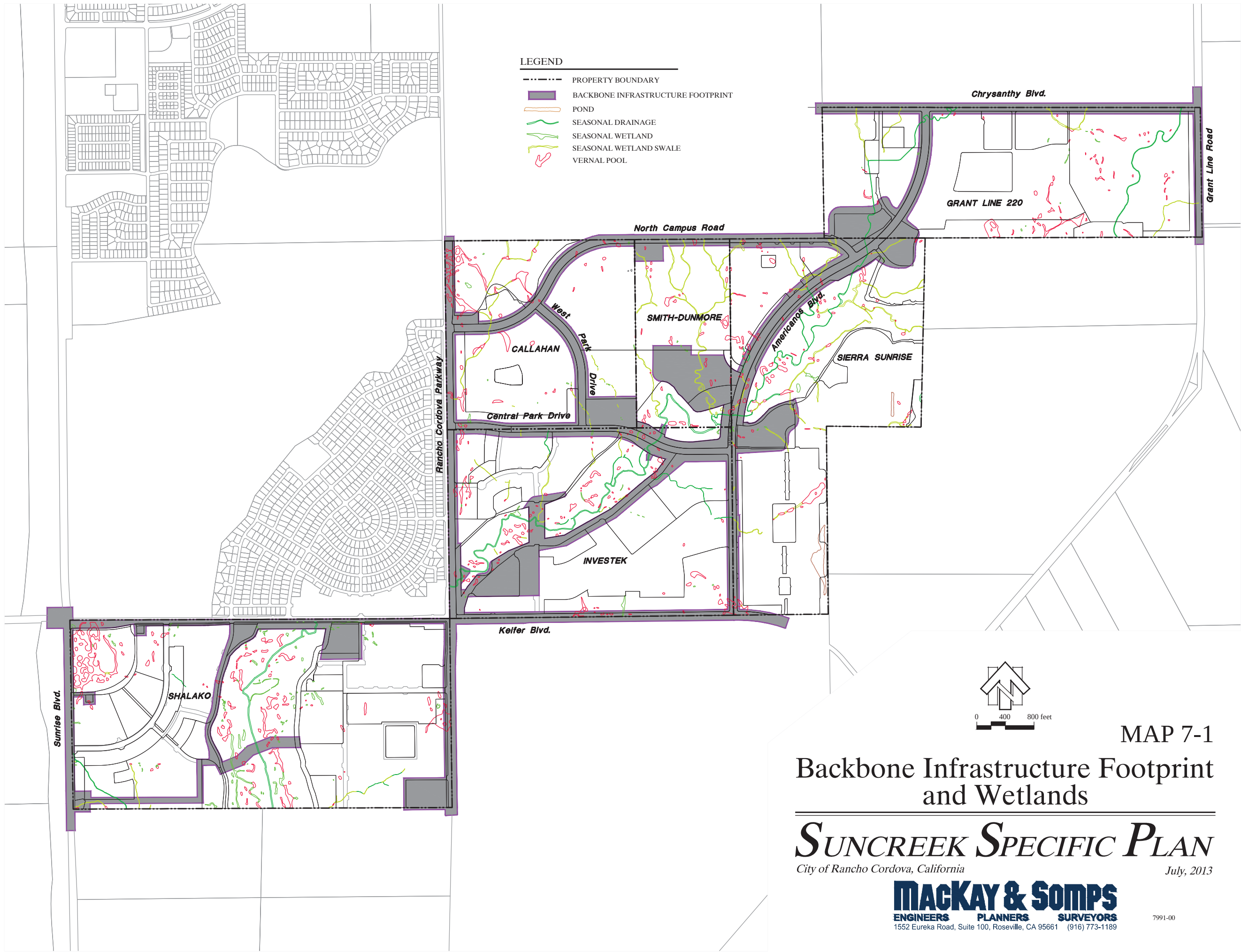
The SCSP Owners' Group estimates the mitigation cost for each disturbed wetland acre will approximate \$750,000. As shown in **Table 7-1**, this results in a total backbone infrastructure wetland mitigation cost of approximately \$6.3 million.

Note that if the backbone infrastructure wetland permit is amended to reflect revised drainage or other changes to backbone infrastructure, the associated impacted acreages and mitigation costs also will be updated.

These costs will be funded through the SunCreek SFD.

SunCreek SFD

Table 7-2 identifies the preliminary allocation of backbone infrastructure wetland mitigation costs. Costs are allocated on the basis of residential and nonresidential acreage. The allocation of \$6.3 million in mitigation costs results in a fee of approximately \$1,850 per low-density single-family residential unit.



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Table 7-1
 SunCreek Specific Plan
 Infrastructure and Public Facilities Financing Plan
 Wetlands Mitigation for Backbone Infrastructure (2013\$)

Item	Amount
Wetland Acres Impacted by Backbone Infrastructure	8.36
Mitigation Cost per Impacted Acre [1]	\$750,000
Total Mitigation Cost	\$6,270,000

"bb"

Source: ECORP Consulting and SCSP Owners' Group.

[1] Placeholder estimate.

Table 7-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Wetland Mitigation for Backbone Infrastructure Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis	Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	Percentage of Res. & NRes. Acres	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>				<u>per unit</u>
Low Density Residential	179.4	911.0	26.8%	\$1,680,758	\$9,370	\$1,845
Medium Density Residential	321.5	2,329.0	48.0%	\$3,012,396	\$9,370	\$1,293
Compact Density Residential	43.7	504.0	6.5%	\$409,461	\$9,370	\$812
High Density Residential	44.2	1,149.0	6.6%	\$414,052	\$9,370	\$360
Total Residential	588.8	4,893	88.0%	\$5,516,667		
Nonresidential Land Uses		<u>bldg. sq. ft.</u>				<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000.0	3.3%	\$206,136	\$9,370	\$0.86
Regional Town Center	58.4	636,000.0	8.7%	\$547,197	\$9,370	\$0.86
Total Nonresidential	80.4	876,000	12.0%	\$753,333		
TOTAL	669.2		100.0%	\$6,270,000		

"alloc_bb"

Source: ECORP Consulting, SCSP Owners' Group, and EPS.

8. SCHOOLS

SunCreek is within the boundaries of the EGUSD. Information regarding school costs was obtained from the EGUSD Development Fee Justification Study/School Facilities Needs Analysis (SFNA), dated April 2013.

Proposed Facilities

SunCreek contains three elementary school sites and one combination middle and high school site. Based on the number of units expected in SunCreek and student yield factors from the SFNA, SunCreek will generate the need for 2.09 elementary schools, or 70 percent of the proposed elementary schools, and only 46 percent of a middle/high school. The students and funding for the portion of the schools not attributable to SunCreek will come from other nearby areas outside of SunCreek.

Facility Costs

The EGUSD estimates school facility costs by using student generation rates per dwelling unit and average costs per student as quantified in the SNFA. **Table 8-1** shows the current student generation rates, total projected students, school facility costs per student by grade level, and projected total costs at buildout. The cost of required school facilities to serve the estimated number of students is approximately \$97.8 million at buildout.

The method used by the EGUSD to estimate costs determines the cost of school facilities attributable to SunCreek development based on demand for facilities rather than on the actual cost of school facilities planned for construction in SunCreek. As discussed previously, SunCreek students will not require all three elementary schools or an entire middle/high school as the student attendance for the school is larger than SunCreek. **Table 8-2** compares the school costs attributable to SunCreek development with the costs of building the planned schools. At buildout, the total estimated school construction cost of the planned schools in SunCreek is \$85.1 million greater than the estimated costs attributable to SunCreek students. This \$85.1 million will be funded by other areas whose students may attend SunCreek schools.

Phasing

The EGUSD will manage the construction of school facilities. At this time, planning information is not available. Phasing for schools will depend on availability of State funding and the timing and location of development.

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Table 8-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
School Construction Costs (2013\$)

Item	Assumptions	Buildout
RESIDENTIAL DEVELOPMENT		
Single-Family		3,744
Multifamily		1,149
Total Residential Units		4,893
STUDENT GENERATION		
K-6 Students	<u>Yield Rate</u>	
Students from Single-Family	0.3812	1,427
Students from Multifamily	0.3059	351
K-6 Total Students		1,778
7-8 Students	<u>Yield Rate</u>	
Students from Single-Family	0.1238	464
Students from Multifamily	0.0782	90
7-8 Total Students		554
9-12 Students	<u>Yield Rate</u>	
Students from Single-Family	0.2076	777
Students from Multifamily	0.1591	183
9-12 Total Students		960
Total Students		3,292
STUDENT HOUSING COSTS		
Estimated Student Housing Costs	<u>Cost per Student [1]</u>	
Elementary	\$25,632	\$ 45,573,696
Middle	\$31,074	\$ 17,214,996
High School/Continuation	\$36,466	\$ 35,007,360
Total Estimated Student Housing Cost		\$ 97,796,052
Total Estimated Student Housing Cost (Rounded)		\$ 97,800,000

"school cost"

Source: Elk Grove USD Development Fee Justification Study / School Facilities Needs Analysis , April 2013.

[1] Contains three cost components: site acquisition, site development, and building construction.
 Building construction costs based on State standards. EGUSD's cost may be higher.

	K-6	7-8	9-12
Site Acquisition	\$2,466	\$4,684	\$4,684
Site Development	\$3,914	\$5,342	\$5,088
Building Construction	\$19,252	\$21,048	\$26,694
Total	\$25,632	\$31,074	\$36,466

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Table 8-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
SCSP Planned Schools vs. Schools Required (2013\$)

Item	Cost		
	Planned Schools	SunCreek School Capacity Required [1]	Difference
Elementary School (K-6)			
Number of Schools	3.00	2.09	
Students per School	850	850	
Students	2,550	1,778	772
Cost per Student	\$ 25,632	\$ 25,632	
Total Cost	\$ 65,361,600	\$ 45,573,696	\$ 19,787,904
Middle School (7-8)			
Number of Schools	1.00	0.46	
Students per School	1,200	1,200	
Students	1,200	554	646
Cost per Student	\$ 31,074	\$ 31,074	
Total Cost	\$ 37,288,800	\$ 17,214,996	\$ 20,073,804
High School (9-12)			
Number of Schools	1.00	0.44	
Students per School	2,200	2,200	
Students	2,200	960	1,240
Cost per Student	\$ 36,466	\$ 36,466	
Total Cost	\$ 80,225,200	\$ 35,007,360	\$ 45,217,840
Total	\$ 182,875,600	\$ 97,796,052	\$ 85,079,548
Total (Rounded)	\$ 182,880,000	\$ 97,800,000	\$ 85,080,000

"comp"

[1] Capacity required to serve SunCreek project.

Funding Strategy

Summary

Table 8-3 summarizes the proposed funding of SunCreek school facilities costs. The funding will be provided by the following two sources:

- EGUSD Level 2 Fee.
- State Funding.

Each of these two funding sources provides funding for one-half of the allowable school facilities costs, as estimated using State standards and formulas. The State updates its cost factors every 2 years. The EGUSD updates its fee program annually to calculate the fee needed to provide one-half of the facilities funding. The fees are adjusted each year to account for the changing construction costs, student generation rates, and dwelling unit sizes.

Existing Fee Programs

The EGUSD has adopted a Level 2 school development fee program, as detailed in the SFNA. This fee program will provide funding for one-half of the allowable schools costs, or approximately \$48.9 million.

State Funding

The State will provide qualifying districts with funding for school facilities. The amount of funding is based on allowable amounts of site acquisition, site development, and building construction costs per student, according to State standards. **Table 8-4** estimates the buildout State funding for SunCreek, based on the projected number of students and the State funding-per-student amounts. State funding will provide revenues of approximately one-half of the allowable costs, or \$48.9 million, at buildout of the Project.

EGUSD CFD

Developing properties within the boundaries of the EGUSD are required to participate in the school district's Mello-Roos CFD No. 1 annual special tax. The EGUSD Board of Education approved a local bond October 20, 1997. This CFD provides supplemental funding to address school needs. It does not offset or replace the need for the school development fees and State funding described above.

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Table 8-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
EGUSD School Funding (2013\$)

Item	Buildout Revenue	Table
EGUSD Fee Revenue	\$ 48,900,000	
State Funding	\$ 48,900,000	Table 8-4
Estimated Revenue	\$ 97,800,000	

"funding"

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Table 8-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
State Funding for School Construction (2013\$)

Item	State Funding per Student	Buildout
Students		
K-6		1,778
7-8		554
9-12		960
Total		3,292
STATE FUNDING [1]		
K-6	\$12,816	\$22,786,848
7-8	\$15,537	\$8,607,498
9-12	\$18,233	\$17,503,680
Total		\$48,898,026
Total (Rounded)		\$48,900,000

"state"

Source: Elk Grove USD Development Fee Justification Study / School
Facilities Needs Analysis , April 2013.

[1] Contains site acquisition, site development, and building construction.

	K-6	7-8	9-12
Site Acquisition	\$1,233	\$2,342	\$2,342
Site Development	\$1,957	\$2,671	\$2,544
Building Construction	\$9,626	\$10,524	\$13,347
Total	\$12,816	\$15,537	\$18,233

9. FIRE

The SCSP is within the boundaries of the SMFD, which provides fire protection services, fire suppression, inspection, plan check, emergency transportation, and medical and rescue services to the unincorporated portions of the County and to the City. It is the largest fire district in the County and operates 42 stations, 7 of which serve the City.

Currently, Fire Station 68, located at 4381 Anatolia Drive and adjacent to the Project, provides fire protection services to the Project. This station will provide first-response service to the Project. SMFD also may construct an additional fire station in the SCSP. A 2.3-acre P/QP land use site on the Shalako property is reserved for a potential SCSP fire station. If the SMFD determines this site is no longer necessary, at the City's discretion, the site may be acquired for another public use or revert to its underlying residential zoning.

Facility Costs

Development in the SCSP is required to pay the SMFD Fire Facilities Fee, which funds the fire facilities and equipment required by Project development. EPS estimated the fire fees at buildout to be approximately \$6.0 million. As shown on **Table 9-1**, the cost of fire facilities to serve the project is based on the amount of SMFD Fire Facilities Fee revenues generated by Project. The SMFD Fire Facilities Fee is being updated, which should be completed by the beginning of 2014.

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Table 9-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Fire Costs (2013\$) [1] [2]

Land Use	Units/ Acre	SMDF Fee per Unit/ Acre	Total Fee Revenue
Residential Land Uses			
	<u>units</u>		
Low Density	911	\$1,456	\$1,326,416
Medium Density	2,329	\$1,120	\$2,608,480
Compact Density	504	\$784	\$395,136
High Density	1,149	\$900	\$1,034,100
Total Residential	4,893		\$5,364,132
Nonresidential Land Uses			
	<u>acres</u>		
Village Center	22.0	\$8,182	\$180,000
Regional Town Center	58.4	\$8,168	\$477,000
Total Nonresidential	80.4		\$657,000
Total			\$6,021,132

"fire"

Source: City of Rancho Cordova and EPS.

[1] Preliminary draft fire facility costs are estimated by EPS based on SMFD fee revenue generated.

[2] According to Ken Campo of SMFD, the fire fee includes land acquisition.

10. LIBRARY

The County Public Library (Library) administers library facilities for the City. The Library operates a main branch, 27 branches, and mobiles that provide library services to the entire County, excluding the City of Folsom. The closest existing library facility to the Project is the Rancho Cordova Community Library, located at 9845 Folsom Boulevard, approximately 5 miles northwest of the Project.

According to the Specific Plan, the combination high school and middle school campus would be the ideal location for a library to serve the SCSP. There will be multiple other alternatives in the commercial mixed use sites, should a library at the high school and middle school campus not be viable. In addition, the library potentially could be located in conjunction with other parks, schools, and commercial areas in the SDCP.

Facility Costs

The City requires all new development to participate in the City Capital Facilities Fee (CFF) Program. Among other facilities, the CFF will fund library facilities to serve the Project. EPS has estimated the library fees at buildout to be approximately \$2.7 million. As shown on **Table 10-1**, the cost of library facilities to serve the Project is based on the amount of proposed CFF development impact fee revenues generated by Project development.

DRAFT

Table 10-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Library Costs (2013\$) [1]

Land Use	Units/ Acre	Proposed Fee per Unit/Acre	Total Fee Revenue
Residential Land Uses			
	<u>units</u>		
Low Density	911	\$578	\$526,558
Medium Density	2,329	\$578	\$1,346,162
Compact Density	504	\$578	\$291,312
High Density	1,149	\$452	\$519,348
Total Residential	4,893		\$2,683,380
Nonresidential Land Uses			
	<u>acres</u>		
Village Center	22.0	\$0	\$0
Regional Town Center	58.4	\$0	\$0
Total Nonresidential	80.4		\$0
Total			\$2,683,380

"library"

Source: City of Rancho Cordova and EPS.

[1] Preliminary draft library costs are estimated by EPS based on the recently proposed library fee revenue generated.

11. PARKS AND OPEN SPACE

The Specific Plan identifies the planned network of parks and open space throughout the plan area, designed to serve multiple recreational and sports purposes, as well as providing natural areas adjacent to permanent resource preservation areas. The objectives of the parks and open space in SCSP are:

- Create a community scale park that will provide active recreation facilities in the core of the southeast quadrant of the city.
- Provide a major civic core by coordinating the design of the community park with the high school and middle schools campus.
- Provide neighborhood parks and neighborhood greens within a short walk from most homes.
- Connect the parks and open space with a network of trails and sidewalks.

The Financing Plan analysis is based on the assumption the SCSP will meet the City and Cordova Recreation and Parks District (CRPD) park dedication requirements through dedication of the following park and open space land:

- 61.9 acres of community and neighborhood parks required to fulfill the Quimby requirement (including a 44.9-acre community park and 17.0 acres of neighborhood parks).
- 12.2 acres of neighborhood greens to fulfill the City's 1 acre per 1,000 residents requirement.

Although land dedications are not equally distributed between property owners because of the location of the large community park, land dedication obligations will be equalized through the land equalization program detailed in **Chapter 14**. As presented in this chapter, SCSP development's fair share of park and neighborhood greens capital improvements will be funded through payment of the estimated park and neighborhood green development impact fees. SunCreek development also will be required to contribute to park renovation through payment of a park renovation fee.

Note that the method used to estimate SCSP park development obligations determines the cost of SCSP park facilities based on the demand generated by SCSP development rather than the actual cost of park facilities planned for construction in SunCreek. SCSP development will not generate demand for the entire 44.9-acre community park, as this facility is designed to serve development in the surrounding area, as well as SCSP development. Full funding of the SCSP community park improvements will be met through a combination of fee revenues generated by SCSP development and surrounding development areas.

Table 11-1 identifies the SunCreek park development obligation. Park improvement obligations are calculated based on the estimated fees described further below.

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Table 11-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Development Cost and Park Renovation Obligation Estimate (2013\$)

Item	Source Table	Buildout Total Cost
Park Development Costs		
Quimby Park Requirement [1] [2]	Table 11-2	\$36,858,450
Neighborhood Greens [3] [4]	Table 11-3	\$5,040,711
Total Park Development Costs		\$41,899,161
Park Renovation Obligation	Table 11-4	\$4,605,750

"Park"

Source: City of Rancho Cordova, Wade and Associates, and EPS.

- [1] Total cost based on total estimated park fee revenue generated based on the recently proposed fee. See Table 11-2 for detail.
- [2] Based on 5 acres per 1,000 residents.
- [3] City neighborhood green acres calculated based on 1 acre per 1,000 residents in accordance with the current City proposal.
- [4] Total cost based on total estimated neighborhood greens fee revenue. Includes a public gathering space component. See Table 11-3 for detail.

Existing and Proposed Funding Sources

At this time, a comprehensive park development fee program that would fund construction of SCSP park facilities has not been established. It is anticipated that a comprehensive park development fee program will be adopted that will provide a financing mechanism to fund development of SCSP park and neighborhood green facilities. The Financing Plan analysis is based on the assumption that park and neighborhood green fee programs will be adopted to fund development of the Quimby requirement (5 park acres per 1,000 residents) and to fund development of an additional 1 acre per 1,000 residents of neighborhood greens. The fee amounts assumed in the Financing Plan were provided by the City on October 14, 2013, assuming the public entity(ies) would construct the park facilities. Appropriate credits/reimbursements would be applied to the fee if the parks are delivered by the developer on a turn-key basis.

It is anticipated the City will require SCSP to pay a separate park renovation fee secured by the development agreements with individual property owners.

Park Development Funding Strategy

SCSP development will fund their share of parks and neighborhood greens improvement costs, as well as park renovation, through payments of the appropriate fee, discussed further below.

Quimby Requirement

City policies require 5 acres of community and neighborhood parks per 1,000 residents, or the Quimby requirement.

It is anticipated a comprehensive park development fee program will be adopted in which SCSP development will participate to fund their fair share of the costs of improving parks dedicated under the Quimby requirement. Based on current estimates provided by the City, **Table 11-2** identifies the total projected park fee revenue generated by SCSP development that will be available to fund the SCSP development's fair share of Quimby-required park improvements. SCSP development is projected to generate \$36.9 million in park development fee revenue.

Neighborhood Green Requirement

The City will require an additional 1 acre per 1,000 residents of neighborhood greens.

Associated improvement costs will be funded by the proposed neighborhood green fee. As shown in **Table 11-3**, SCSP development is projected to generate \$5.0 million in neighborhood green fee revenue. The neighborhood green fee includes a public gathering space component of \$105 per single-family unit.

Park Renovation

Park renovation fee obligations are estimated based on the park renovation fees collected in the SunRidge Specific Plan Area pursuant to development agreement terms. **Table 11-4** summarizes the estimated park renovation fee revenues generated by SCSP development.

Table 11-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Quimby Park Cost Obligations (2013\$)

Item	Residential				TOTAL
	Low Density	Medium Density	Compact Density	High Density	
Land Use Assumptions					
Acres	179.4	321.5	43.7	44.2	588.8
Units	911	2,329	504	1,149	4,893
Persons per Household	2.95	2.95	2.03	N/A	
Estimated Quimby Cost per DUE [1]	\$8,420	\$8,420	\$5,794	\$5,794	
Total Revenue	\$7,670,620	\$19,610,180	\$2,920,227	\$6,657,423	\$36,858,450

"park_calc"

Source: City of Rancho Cordova and EPS.

[1] Based on the proposed fee rate provided by the City, current as of October 14, 2013. The cost per a single-family DUE is \$8,420. Compact density is estimated based on the persons per household factors. High density is the same rate as compact density.

Table 11-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Neighborhood Greens Cost Obligations (2013\$)

Item	Residential				TOTAL
	Low Density	Medium Density	Compact Density	High Density	
Land Use Assumptions					
Acres	179.4	321.5	43.7	44.2	588.8
Units	911	2,329	504	1,149	4,893
Persons per Household	2.95	2.95	2.03	N/A	
Estimated Neighborhood Greens Cost per DUE [1]	\$1,204	\$1,204	\$829	\$629	
Total Revenue	\$1,096,844	\$2,804,116	\$417,572	\$722,180	\$5,040,711

"os_calc"

Source: City of Rancho Cordova and EPS.

[1] Based on the proposed fee rate provided by the City, current as of October 14, 2013. The cost per a single-family DUE is \$1,204. Includes a \$105 public gathering space component. Compact density and high density rates are estimated based on persons-per-household factors.

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Table 11-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Park Renovation Obligation (2013\$) [1]

Land Use	Units/ Acre	City Fee per Unit/ Acre	Total Fee Revenue
Residential Land Uses			
	<u>units</u>		
Low Density	911	\$1,000	\$911,000
Medium Density	2,329	\$1,000	\$2,329,000
Compact Density	504	\$1,000	\$504,000
High Density	1,149	\$750	\$861,750
Total Residential	4,893		\$4,605,750
Nonresidential Land Uses			
	<u>acres</u>		
Village Center	22.0	\$0	\$0
Regional Town Center	58.4	\$0	\$0
Total Nonresidential	80.4		\$0
Total			\$4,605,750
<i>"park_reno"</i>			

Source: City of Rancho Cordova and EPS.

[1] Park renovation obligation based on park renovation fee revenue generated using fee rates from the SunRidge Specific Plan development agreement.

12. PARK CORRIDORS AND TRAILS

City General Plan objectives include a comprehensive trail system creating convenient bicycle and pedestrian connections between residential, commercial, employment, transit, and recreational destinations. As set forth in the Specific Plan, the SCSP therefore includes a detailed major and minor trail system designed to provide maximum connectivity between land uses.

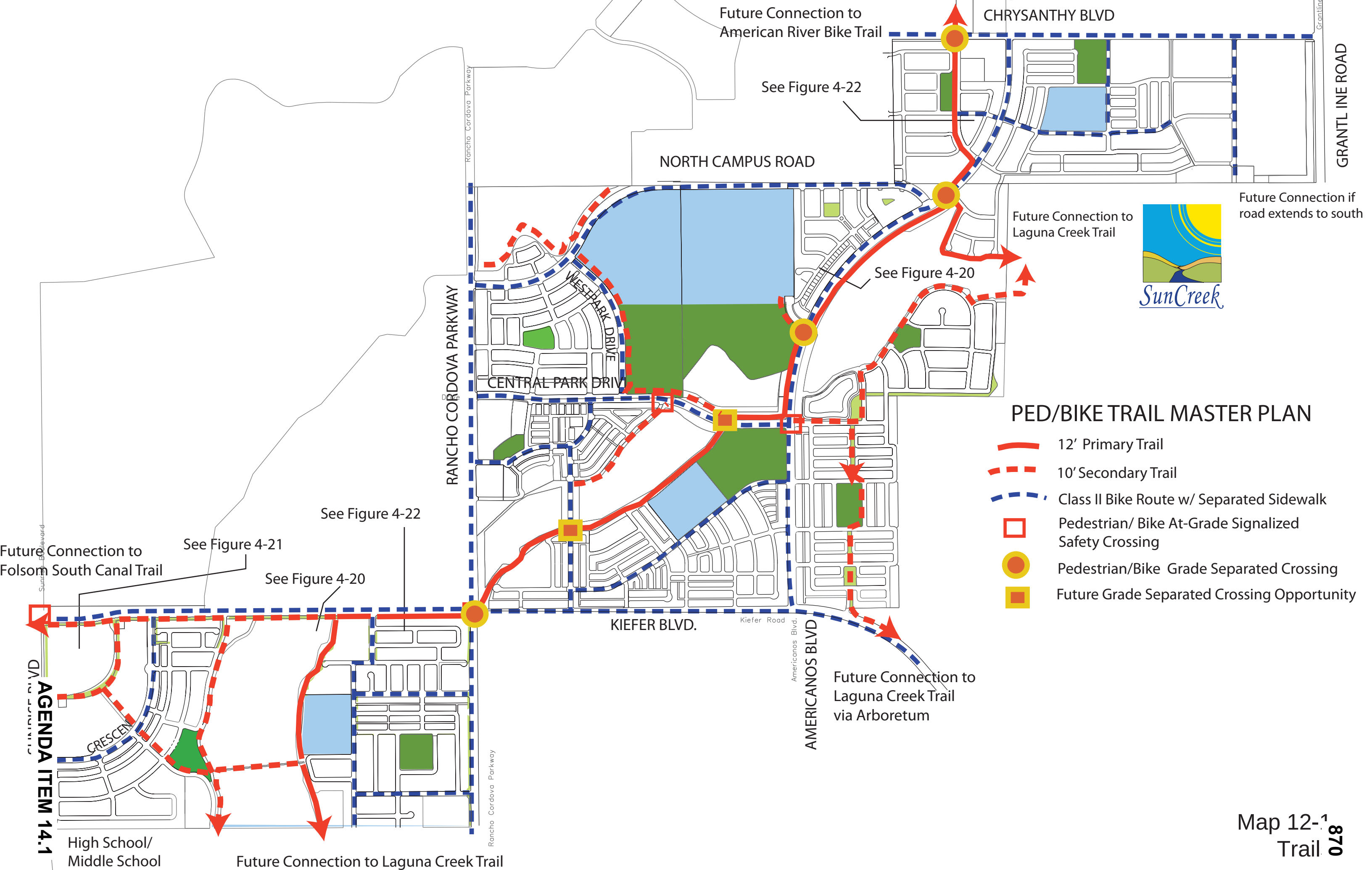
Map 12-1 identifies the primary bike routes, secondary trails, and Class II bike lanes comprising the SCSP trail system.

The major component of the SCSP trail system is the SunCreek Parkway. As stated in the Specific Plan, the SunCreek Parkway is a major off-street backbone trail system that ties the neighborhoods together and connects them to the other key destinations in the SCSP and the surrounding community. The SunCreek Parkway extends for more than 3 miles and connects to the citywide trail network at each end. The trail system is further augmented by on-street bike lanes and pedestrian-friendly streets.

Facility Improvement Costs and Funding Strategy

The Financing Plan includes the following cost components of the major trail system:

- 16,000 linear feet of 16-foot-wide trail, consisting of a 12-foot-wide pavement section, with 2 feet of decomposed granite shoulder and 5 feet of landscaping improvements on each side.
- 18,000 linear feet of 14-foot-wide trail, consisting of a 10-foot-wide pavement section, with 2 feet of decomposed granite shoulder and 5 feet of landscaping improvements on each side.
- 4 at-grade roadway crossings.
- 2 pedestrian bridges associated with the wetland preserve crossings on the Shalako property.
- Additional landscaping improvements for 7.0 acres of park corridors.
- **Map 12-1** also identifies 4 grade-separated crossings that are included as part of the roadway cost estimates described in **Chapter 3**.
- Future Grade Separated Crossing Opportunities are identified in **Map 12-1**, in the event that supplemental funding (e.g., grant funding) becomes available, but are not included in the cost estimates identified below.
- The off-site trail connections shown on **Map 12-1** will be constructed by others and therefore are not a funding obligation of the SCSP and are not included in the cost estimates identified below.
- The cost of the trail connection shown on **Map 12-1** along West Park Drive is not included in the cost estimates identified below because this connection will be required in conjunction with development of the community park and middle/high school campus and is not a SCSP funding obligation. This includes any crossing of North Campus Drive.



As shown on **Table 12-1**, major trail improvement costs included in the Financing Plan are approximately \$5.3 million. All major park corridor and trail costs are included in the proposed SunCreek SFD.

Sidewalks, bike lanes, and other minor connections to the major trail system will be the responsibility of individual property owners.

SunCreek SFD

Table 12-2 identifies the preliminary allocation of SCSP major park corridor and trail system costs. Park corridor and trail costs are allocated to residential land uses based on estimated population generated by land use. The preliminary estimated cost for a low-density single-family residential unit is almost \$1,300.

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Table 12-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Corridors and Trails Cost Estimate (2013\$)

Item	Estimated Cost
Park Corridors and Trails	
Park Corridors [1]	\$1,050,000
Trails [2] [3]	
Primary Trail	\$1,728,000
Secondary Trail	\$1,985,000
At-Grade Roadway Crossings [2]	\$216,000
In Preserve Pedestrian Crossing [4]	\$324,000
Total Trails	\$4,253,000
Total Park Corridors and Trails	\$5,303,000

"trails"

Source: MacKay & Somps Preliminary Cost Estimate: SunCreek
Plan Area Specific Plan, October 7, 2013 and EPS.

- [1] Assumes \$150,000 per acre for 7 acres.
- [2] Includes a 20 percent contingency and 15 percent for engineering/plan check/inspection.
- [3] Assumes 4 enhanced at-grade crossings for trails. 4 grade-separated crossings included in road cost estimate.
- [4] Reflects cost of drainage overcrossing structure only. Excludes cost of trails and landscaping which are captured in other line items.

Table 12-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Corridors and Trails Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Cost Allocation Basis			SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.	PPH	Total Persons	Percentage Distribution	Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>		[1]				<u>per unit</u>
Low Density Residential	179.4	911	2.95	2,687	21.8%	\$1,153,917	\$6,433	\$1,267
Medium Density Residential	321.5	2,329	2.95	6,871	55.6%	\$2,950,026	\$9,176	\$1,267
Compact Density Residential	43.7	504	2.03	1,023	8.3%	\$439,300	\$10,053	\$872
High Density Residential	44.2	1,149	1.54	1,769	14.3%	\$759,758	\$17,193	\$661
Total Residential	588.8	4,893		12,351	100.0%	\$5,303,000		
Nonresidential Land Uses		<u>bldg. sq. ft.</u>						<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	0.00	0	0.0%	\$0	\$0	\$0.00
Regional Town Center	58.4	636,000	0.00	0	0.0%	\$0	\$0	\$0.00
Total Nonresidential	80.4	876,000		0	0.0%	\$0		
TOTAL	669.2			12,351	100.0%	\$5,303,000		

"alloc_trail"

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Based on population per household used in the SunCreek Specific Plan.

13. WETLAND PRESERVE AND BUFFER

The SCSP includes more than 205 acres of wetland preserve areas and roughly 45 acres of wetland buffer areas. The wetland preserve area will provide protection and conservation of federally threatened and endangered species, as well as avoiding and minimizing impacts to waters of the United States, including wetlands, in accordance with requirements of the Agencies). The boundaries of the preserve and buffer areas identified in **Map 13-1** reflect guidance provided by the Agencies through an extensive pre-application process. However, development of the SCSP is subject to pending environmental permits from the Agencies and is subject to change if required by those permits.

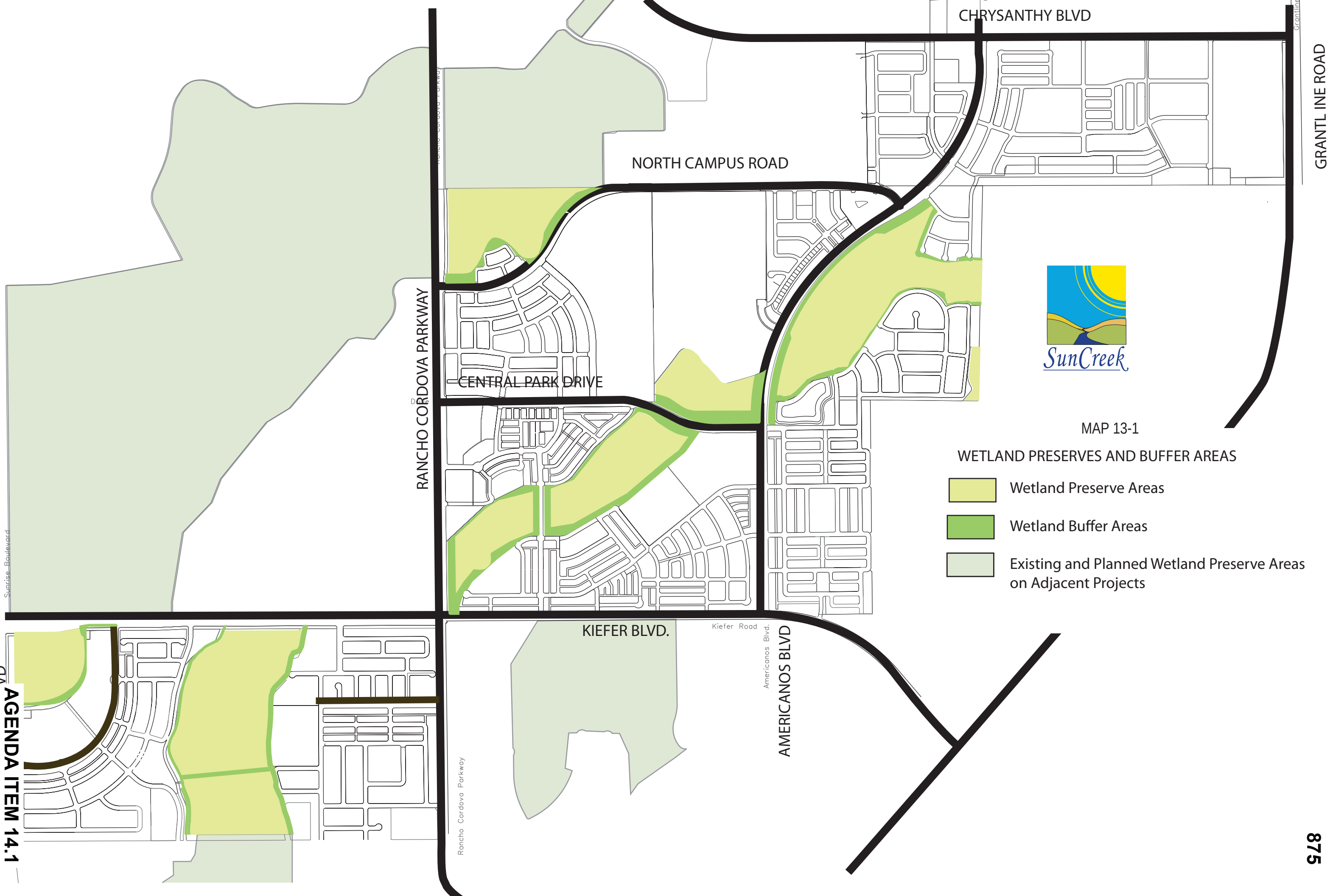
Facility Improvement Costs and Funding Strategy

The Financing Plan includes minimal wetland buffer landscaping improvements, consisting of hydroseeding and mulching on 44.8 acres of wetland buffer land. No irrigation improvements are anticipated. Wetland buffer improvements also include approximately 36,000 linear feet of wetland preserve post and cable barrier, resulting in total costs of wetland preserve buffer improvements approximating \$1.6 million. Total costs are summarized in **Table 13-1**.

No existing funding sources are available to fund wetland buffer improvements; therefore, all associated costs will be funded through the SunCreek SFD.

SunCreek SFD

Table 13-2 identifies the preliminary allocation of wetland buffer improvements. Costs are allocated on the basis of residential and nonresidential acreage. The allocation of \$1.6 million in wetland buffer improvements results in a fee of approximately \$470 per low-density single-family residential unit.



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Table 13-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Wetland Preserve Buffer Cost Estimate (2013\$)

Item	Estimated Cost [1]
Wetland Preserve Buffer	
Wetland Buffer Hydroseeding & Mulching	\$604,800
Wetland Preserve Post & Cable Barrier	\$977,400
Total Wetland Preserve Buffer	\$1,582,200

"preserve"

Source: MacKay & Somps Preliminary Cost Estimate: SunCreek
 Plan Area Specific Plan, October 7, 2013 and EPS.

[1] Includes a 20-percent contingency and 15 percent for
 engineering/plan check/inspection.

Table 13-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Wetland Preserve Buffer Cost Allocation at Buildout - SunCreek SFD (2013\$)

Item	Land Use		Allocation Basis Percent of Res. & NRes. Acres	SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.		Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<u>units</u>				<u>per unit</u>
Low Density Residential	179.4	911	26.8%	\$424,130	\$2,364	\$466
Medium Density Residential	321.5	2,329	48.0%	\$760,162	\$2,364	\$326
Compact Density Residential	43.7	504	6.5%	\$103,325	\$2,364	\$205
High Density Residential	44.2	1,149	6.6%	\$104,484	\$2,364	\$91
Total Residential	588.8	4,893	88.0%	\$1,392,101		
Nonresidential Land Uses		<u>bldg. sq. ft.</u>				<u>per bldg. sq. ft.</u>
Village Center	22.0	240,000	3.3%	\$52,017	\$2,364	\$0.22
Regional Town Center	58.4	636,000	8.7%	\$138,082	\$2,364	\$0.22
Total Nonresidential	80.4	876,000	12.0%	\$190,099		
TOTAL	669.2		100.0%	\$1,582,200		

"alloc_wetland"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Based on population per household used in the SunCreek Specific Plan.

14. LAND EQUALIZATION

SCSP development will require the dedication of land to public uses such as parks and open space, drainage detention basins, affordable housing, and other civic uses not otherwise acquired or reimbursed. Because the SCSP is planned as a cohesive community, public uses were located based on the most logical site from a planning perspective, irrespective of the potential for disproportionate burdens of public land dedications between the various SCSP ownership interests. **Map 14-1** identifies the 6 major property ownership interests in the SCSP.

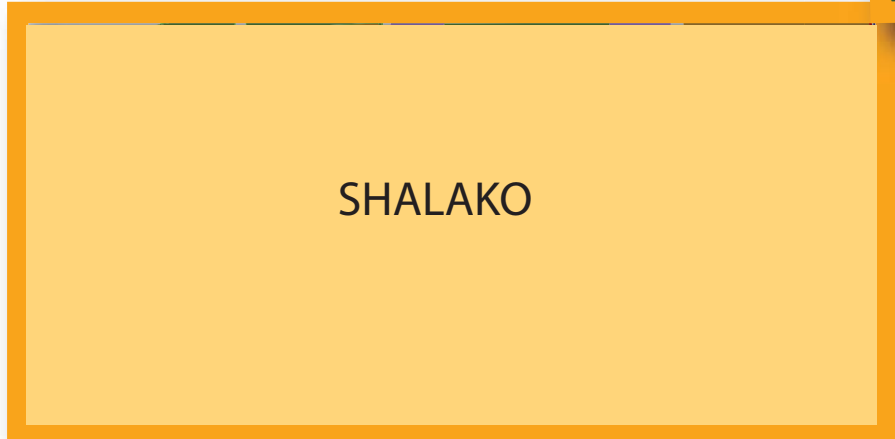
To ensure the costs of dedicating public land are distributed fairly across the SCSP property owners, this Financing Plan includes a land equalization program designed to provide a mechanism to equalize the burden of public land dedications required by the City or other public agency. Property owners dedicating less than their fair share of land will be required to pay a land equalization fee to reimburse those property owners dedicating more than their fair share.

This chapter offers a brief synopsis of the key land equalization program elements. Please refer to **Appendix E**, which offers a comprehensive outline of the land equalization program, including important implementation considerations.

Land Equalization Program Key Concepts

This section describes the key land equalization program concepts and structure at a summary level. Additional detail regarding specific elements (e.g., land valuation) is provided in the narrative to follow and the aforementioned **Appendix E**:

1. The land equalization program and land equalization fee would be established and implemented through development agreements with each of the 6 major property owners.
2. Required land dedications will be in the form of Irrevocable Offers of Dedication (IODs) consistent with the requirements specified in the development agreements.
3. The Financing Plan establishes the land equalization program over- and under-dedications for each of the 6 major property owners. These calculations are subject to change under a limited set of conditions (detailed in **Appendix E**).
4. For under-dedicating property owners, coincident with approval of the Tentative Map Phasing Plan, the land equalization obligation will be allocated to future final maps based on the net developable acres for each final map as a percentage share of the total net developable acres for the under-dedicating property owner.
5. When an under-dedicating property owner records a final map, they will pay a land equalization fee calculated based on the number of under-dedicated acres multiplied by the land value at that time.



SHALAKO



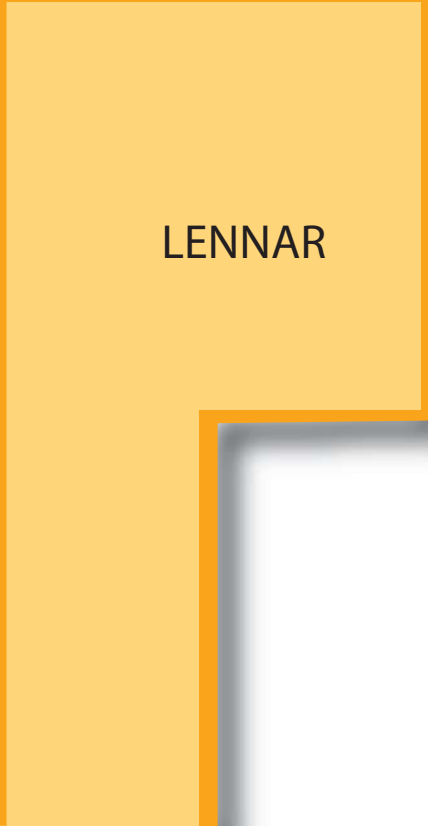
CALLAHAN



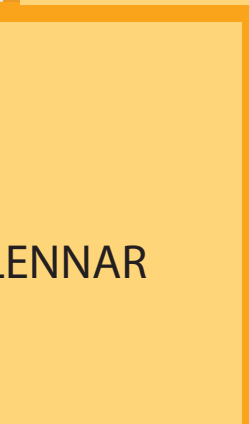
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INVESTEK



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GRANT LINE 220

6. If a property owner is overdedicating, they will be owed a reimbursement based on land equalization fees collected from other parties:
 - a. The value of over-dedicated acres will not be assigned at the time the property is dedicated, but rather at the time fees are paid by under-dedicating properties as further described below.
 - b. Over time, over-dedicating landowners will be reimbursed as land equalization fee revenues are collected from under-dedicating landowners.
 - c. Over-dedicated acres are bought down on an "acre-by-acre" basis, based on land equalization fee revenues collected. In other words, the land equalization fee payment for 1 under-dedicated acre reimburses an over-dedicating property owner for 1 over-dedicated acre, based on the value assigned at the time the land equalization fee payment is received.
7. The land equalization fee will be collected, distributed, and otherwise administered by the City, subject to an appropriate administration fee.

Land Equalization Fee Components

The land equalization fee program will include two distinct land equalization fee components that will be calculated, paid, and distributed separately: Park Land and All Other Public Land.

Table 14-1 summarizes the land use categories included in each program component, discussed further below.

Park Land Component

The park land component will include the following land use categories:

- Community Park: 44.9 acres.
- Neighborhood Park: 17.0 acres.
- Neighborhood Greens: 12.2 acres.

All Other Public Land Component

This component of the land equalization program includes the following land use categories:

- Park Corridors: 7.0 acres.
- Drainage—Detention Basins: 53.5 acres.
- Sewer Pump Station Site: 0.4 acres.

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Table 14-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Land Equalization Analysis: Included Public Land

Improvement Category	Land Equalization Basis	Acres
Park Land Equalization	Population	
Community Park		44.9
Neighborhood Parks		17.0
Neighborhood Greens		12.2
Total Park Land		74.1
All Other Land Equalization		
Park Corridors	Net Developable Acres	7.0
Drainage - Detention Basins	Net Developable Acres	53.5
Sewer Pump Station Site	Net Developable Acres	0.4
Affordable Housing	Total Units	6.7
Wetland Preserve and Buffer	Wetland Acres	
Wetland Preserve [1]		102.6
Wetland Preserve Buffer [1]		22.8
Storm Water Canal [1],[2]		2.5
Subtotal Wetland Preserve and Buffer		127.9
Total All Other Land		195.5

"land_comps"

Source: David Wade & Associates, ECORP Consulting, SunCreek Owners' Group.

[1] Wetland preserve, wetland preserve buffer, and storm water canal acreage are discounted by 50 percent for land equalization purposes, to effectively reduce the associated value per acre by 50 percent.

[2] The drainage canal functions in the same way the creeks within open space areas convey existing runoff from upstream areas to a point of discharge at the southern end of the SCSP area. Therefore, for purposes of land equalization, the storm water canal is treated in the same matter as wetland preserves.

- Affordable Housing Sites: 6.7 acres.
- Wetland Preserve and Buffer and Storm Water Canal: 255.7 acres of wetland preserve and storm water canal discounted by 50 percent to result in 127.9 acres included in the land equalization program. Wetland preserve and buffer and storm water canal acreage is discounted by 50 percent to reflect a reduced value for those public land dedications relative to the other categories of public land.⁹

The Grant Line 220 Property includes a major drainage feature, a storm water canal located along the eastern and southeastern perimeter of the property, which conveys existing storm runoff from its upstream watershed through the property to a point of discharge at the south property line. This canal functions in the same way the creeks within open space areas that traverse through the remainder of the SCSP convey existing runoff from upstream areas to a point of discharge at the southern end of the SCSP area.

As such, this storm water canal is treated in the land equalization formulas in the same manner as the open space preserves are equalized between the participant lands. Accordingly, the storm water canal is included in the wetland preserve and buffer land equalization calculation.

Allocation of Public Land Dedication Requirements

Subject to limited adjustments as describes in **Appendix E**, the land equalization fair share land dedication obligation would be determined for each of the 6 major property ownership interests at the time of development agreement approval. Obligations are determined by applying the appropriate cost allocation methodology, summarized by land use component below:

- **Park Land Component.** Percentage share of the total SCSP residential population.
- **All Other Public Land Component:**
 - **Park Corridors, Detention Basins, Sewer Pump Station.** Percentage share of SCSP developable acreage (gross acreage less wetland buffers and preserve areas).
 - **Affordable Housing.** Percentage share of total SCSP housing units.
 - **Wetland Preserve and Buffer and Storm Water Canal.** Percentage share of wetland acres.

For each discrete fee component, the fair share obligation will be compared to the actual public land dedications made by that owner to determine whether or not the property owner is over- or under-dedicating land.

⁹ This adjustment factor is applied to wetland preserves and buffers and storm water canal because these land dedication requirements were determined in consideration of both site-specific conditions for individual property owners and the overall impact of the SCSP on federal wetlands and endangered species.

Appendix E details the public land dedication obligation by owner and compares these obligations to the estimated actual dedications by owner and land use category.

Valuation Approach

The land equalization fee will be calculated based on a rolling 3-year average land value. Land values will be determined by an annual appraisal process, based on the value of low-density residential (LDR) developable land.

Implementation

If a property owner dedicates less than their fair share of public land for a particular component, they will be required to pay a land equalization fee for such component. If they dedicate more, they will be eligible for reimbursement from the land equalization fees paid by others. Land dedication, fee payment, and reimbursement procedures are described briefly in the following sections and more particularly in **Appendix E**. A development implementation manual consistent with **Appendix E** will be prepared by the developers and approved by the City and will offer a detailed description of the land equalization policy and procedures and will include additional numerical examples.

Land Dedication

Land dedications will be in the form of IODs, pursuant to the requirements of the Development Agreements.

Determination of Land Equalization Fee Payment Obligation and Payment

The developer when applying for a tentative map for its entire property within the Specific Plan must provide a Tentative Map Phasing Plan that identifies phases to be implemented through future Final Maps. For under-dedicating properties, the Tentative Map Phasing Plan will allocate the land equalization fee payment responsibility to the residential, nonresidential, and school parcels of the future Final Maps. Payment of the land equalization fee obligation will be due before approval of each Final Map. The land equalization fee payment amount will be calculated based on the assignment of under-dedicated acres by the Tentative Map Phasing Plan to the applicable Final Map multiplied by the land value set for the current year. Property owners may not voluntarily increase their land dedication to reduce land equalization obligations.

Reimbursement Procedures

Land equalization fee revenue will be distributed to over-dedicating property owners. For each land equalization fee component, land equalization fee revenue will be distributed proportionate to each over-dedicating party's eligible number of over-dedicated acres. Over-dedicating property owners are not eligible for reimbursement until they have executed a development agreement with the City and provided the required IODs.

Land equalization fee payments for under-dedicated acres will essentially "buy-down" over-dedicated acres on an acre-by-acre basis based on the current land value assigned. The value of over-dedicated acres will vary based on the timing of receipt of land equalization fee payments.

This approach will result in reimbursements for over-dedicated public land approximating the average value of developable land over the life of SCSP development.

15. INFRASTRUCTURE PHASING

Mackay & Soms prepared an Infrastructure Phasing Plan for the SCSP, dated October 3, 2013. This document, appended to this Financing Plan as **Appendix G**, sets forth the conceptual phasing strategy for the Specific Plan, identifying the backbone infrastructure and public facilities required to serve each phase of SCSP development. This chapter offers a summary of the SCSP infrastructure phasing plan, as well as an evaluation of the estimated backbone infrastructure and public facilities required to serve a hypothetical first phase of SCSP development.

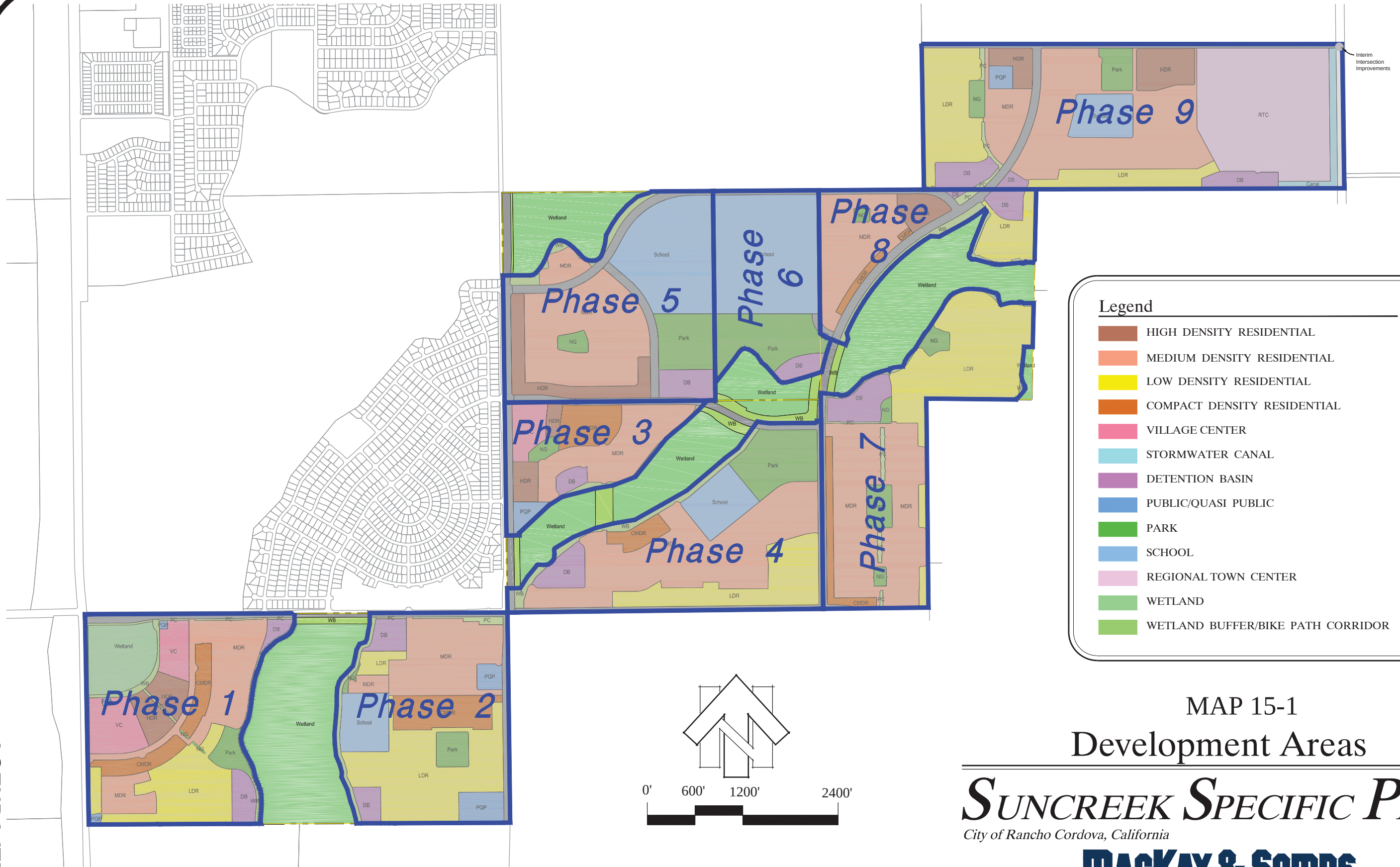
Infrastructure Phasing Plan

The SCSP phasing plan identifies 9 discrete development areas, each of which can be developed independently of each other and in any order. Identified in **Map 15-1**, these development areas do not indicate the sequence of development or a prescriptive approach to phasing. Instead, they depict conceptual development phasing based on the logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as planned. Factors such as market demand, available financing mechanisms, and other business decisions on the part of individual developers also may play a role in the way the plan area develops over time and may alter the boundaries and number of phasing areas.

The phasing plan tentatively identifies which backbone infrastructure facilities will be needed to serve each conceptual development phase on a stand-alone basis, without assuming any infrastructure provided by previous phases. That allows the City to identify necessary infrastructure regardless of the phasing order. In reality there is a great deal of overlap in the required infrastructure for many phases, and most phases will have some of their infrastructure requirements met by previous development in the SCSP. Final development and infrastructure phasing will be determined at the time of tentative subdivision map approval with the approval of a Tentative Map Phasing Plan that identifies each subsequent Final Map and details the required infrastructure.

Hypothetical Phase I Analysis

The infrastructure phasing plan is intended to identify the requisite backbone infrastructure and public facilities for each of the 9 development areas that would allow each area to proceed independently of the others and in any sequence. For purposes of evaluating the infrastructure and public facility cost burden associated with the first phase of SCSP development, this chapter evaluates the cost impact associated with a hypothetical first phase of development. For these purposes, Phase I is identified as the western portion of the Shalako property, bounded by Sunrise Boulevard on the west, Kiefer Boulevard on the north, the Kite Creek nature preserve on the east, and the southern boundary of the plan area on the south. **Table 15-1** identifies the land uses associated with this hypothetical Phase I development area.



Legend

- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- COMPACT DENSITY RESIDENTIAL
- VILLAGE CENTER
- STORMWATER CANAL
- DETENTION BASIN
- PUBLIC/QUASI PUBLIC
- PARK
- SCHOOL
- REGIONAL TOWN CENTER
- WETLAND
- WETLAND BUFFER/BIKE PATH CORRIDOR

MAP 15-1
Development Areas

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

July, 2013

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

7991-00
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DRAFT**Hypothetical
Phase I**

Table 15-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Summary of Phase 1 Land Use

Land Use by Area	PHASE I			
	Total Acres	Residential		Nonresidential
		Units	Units/Acre	Sq. Ft. FAR [1]
Land Use				
Residential Land Uses				
Low Density	24.9	99	4.0	
Medium Density	31.6	104	3.3	
Compact Density	10.6	102	9.6	
High Density	9.1	237	26.0	
Total Residential	76.2	542	42.9	
Nonresidential Land Uses				
Village Center	15.7			171,000 0.25
Regional Town Center	0.0			0 0.25
Total Nonresidential	15.7			171,000 0.25
Total Residential and Nonresidential	91.9			
Public and Other Land Uses				
School	0.0			
Community and Neighborhood Parks	4.0			
Neighborhood Greens	0.0			
Park Corridors	1.4			
Storm Water Canal	0.0			
Detention Basin	6.0			
Public/Quasi-Public	0.8			
Wetland Preserve	15.7			
Wetland Preserve Buffer	3.4			
Major Roads	5.0			
Total Public and Other	36.3			
Total All Land Uses	128.2			

"p1_lu"

Source: David Wade and Associates.

Phase I Costs and Funding Sources

Table 15-2 identifies the total estimated costs of backbone infrastructure and public facilities that will be required before development of the Phase I land uses. As identified, Phase I development will require the installation of approximately \$23.6 million in backbone infrastructure facilities. An additional \$11.2 million in public facility improvements and \$101,000 in contributions for SunCreek SFD Formation and Updates will be required, for a total Phase I cost of approximately \$34.8 million. **Appendix H** offers the detailed Phase I cost estimates provided by MacKay & Soms. **Table 15-3** identifies the sources and uses of funding for these Phase I infrastructure and public facilities costs:

- **Public Agency Fee Programs.** Approximately \$3.3 million of these costs will be creditable/reimbursable against the City's TDIF program, and another \$283,000 will be funded by the City's CFF program. The Quimby fee and the proposed neighborhood greens fee will fund an additional \$4.1 million. The City park renovation fee will fund approximately \$483,000. Other public agency fee programs will fund an additional \$17.2 million in backbone infrastructure and public facility improvements.
- **SunCreek SFD.** The SunCreek SFD will fund approximately \$5.8 million in Phase I backbone infrastructure and public facilities costs.
- **Private / Other.** The \$3.6 million costs of Phase I road frontage facilities will be funded privately.

Phase I Cost Burden Analysis

To evaluate the burden associated with potentially significant advance infrastructure construction requirements, **Table 15-4** provides a comparison of fee revenue generated by Phase I development and the required construction of fee program-eligible facilities. Shortfalls in this table identify advance funding requirements that exceed Phase I's ability to take credits against fee program payments due. This analysis identifies the degree to which significant imbalances exist between phases, resulting in the need for Phase I development to install infrastructure facilities largely benefiting future phases of development.

Existing and Proposed Fee Programs

Fee revenues generated by existing and proposed fee programs are estimated in **Table 15-5**. The discussion below identifies the degree to which these fee revenues are sufficient to fund Phase I construction requirements, or if Phase I will be required to advance fund infrastructure facilities. Revenues in excess of eligible costs would accrue to the agency's fee program to fund planwide or regional improvements.

Roadways

As identified in **Table 15-4**, Phase I development will generate approximately \$5.0 million in non-set-aside City TDIF revenues available to fund on-site backbone road facilities. Phase I will be required to construct approximately \$3.3 million in roadway facilities eligible for credits/reimbursements against the non-set-aside portion of the fee, resulting in approximately \$1.7 million of non-set-aside TDIF revenue in excess of eligible facility construction.

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Table 15-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Summary of Phase I Backbone Infrastructure Costs and Credits/Reimbursements

Hypothetical Phase I

Item	Total Cost (Rounded)
BACKBONE INFRASTRUCTURE	
On-Site Roadways	\$6,902,000
Sewer [1]	\$11,685,000
Water Improvements	
Potable Water	\$664,000
Nonpotable Water	\$740,000
Regional Water	\$0
Subtotal Water Improvements	\$1,404,000
Storm Drainage [2]	\$2,768,000
Wetland Mitigation for Backbone Infrastructure [3]	\$806,000
Total Backbone Infrastructure	\$23,565,000
PUBLIC FACILITIES	
Schools [4]	\$4,256,000
Fire Station [4]	\$682,000
Library [4]	\$283,000
Parks and Neighborhood Greens [5]	
Quimby	\$3,673,000
Neighborhood Greens	\$478,000
Subtotal Parks and Neighborhood Greens	\$4,151,000
Park Renovations [4]	\$483,000
Park Corridors and Trails [6]	\$1,016,000
Wetland Preserve and Buffer	\$297,000
Total Public Facilities	\$11,168,000
TOTAL BACKBONE INFRASTRUCTURE & PUBLIC FACILITIES	\$34,733,000
Special Financing District Formation and Updates	\$101,000
GRAND TOTAL	\$34,834,000

"p1_cost_summ"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Phase I Preliminary Cost Estimates, October 7, 2013, and EPS.

- [1] Includes \$25,000 for the Level 2 Sewer Study Update.
[2] Includes \$200,000 for an update to the drainage master plan.
[3] Assumes \$750,000 per acre impacted by the installation of Phase 1.
[4] Preliminary draft infrastructure costs are estimated by EPS based on fee revenue generated.
[5] SCSP park development contribution is based on SCSP's fair share of Citywide park development costs based on Quimby acreage requirement plus the neighborhood greens fee for the additional requirement of 1 acre per 1,000 population.
[6] Includes one acre of park corridors at \$150,000 per acre.

HYPOTHETICAL SCENARIO
For Example Purposes Only

Table 15-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Preliminary Sources and Uses of Funds - Phase I

Improvement	Estimated Phase I Improvement Costs	Potential Funding Sources							SunCreek Special Financing District [2]	Private/ Other	Total Funding
		Existing City, County, Other Fee/Funding Programs					Source				
		City Fees		Parks and Neighborhood Greens Funding	Other Agency /Areas Funding						
		Transport. Develop. Fee [1]	Park Renovation Fee			Facilities Fee					
BACKBONE INFRASTRUCTURE											
On-Site Roadways	\$6,902,000	\$3,271,000	\$0	\$0	\$0	\$0	City Transport. Fee	\$0	\$3,631,000 [3]	\$6,902,000	
Sewer [4]	\$11,685,000	\$0	\$0	\$0	\$0	\$10,023,000	SASD	\$1,662,000	\$0	\$11,685,000	
Water Improvements											
Potable Water	\$664,000	\$0	\$0	\$0	\$0	\$615,000	County Zone 40	\$49,000	\$0	\$664,000	
Nonpotable Water	\$740,000	\$0	\$0	\$0	\$0	\$327,000	County Zone 40	\$413,000	\$0	\$740,000	
Regional Water	\$0	\$0	\$0	\$0	\$0	\$0	County Zone 40	\$0	\$0	\$0	
Subtotal Water Improvements	\$1,404,000	\$0	\$0	\$0	\$0	\$942,000		\$462,000	\$0	\$1,404,000	
Storm Drainage [5]	\$2,768,000	\$0	\$0	\$0	\$0	\$1,321,000	County Zone 11A	\$1,447,000	\$0	\$2,768,000	
Wetland Mitigation for Backbone Infrastructure	\$806,000	\$0	\$0	\$0	\$0	\$0		\$806,000	\$0	\$806,000	
Total Backbone Infrastructure	\$23,565,000	\$3,271,000	\$0	\$0	\$0	\$12,286,000		\$4,377,000	\$3,631,000	\$23,565,000	
PUBLIC FACILITIES											
Schools [6]	\$4,256,000	\$0	\$0	\$0	\$0	\$4,256,000	Elk Grove USD	\$0	\$0	\$4,256,000	
Fire Station [6]	\$682,000	\$0	\$0	\$0	\$0	\$682,000	Sacramento Metro	\$0	\$0	\$682,000	
Library [6]	\$283,000	\$0	\$0	\$283,000	\$0	\$0	City CFF Program	\$0	\$0	\$283,000	
Parks and Neighborhood Greens [7]	\$4,151,000	\$0	\$0	\$0	\$4,151,000	\$0	City Fee	\$0	\$0	\$4,151,000	
Park Renovations [6]	\$483,000	\$0	\$483,000	\$0	\$0	\$0	City Park Renovation Fee	\$0	\$0	\$483,000	
Park Corridors and Trails [8]	\$1,016,000	\$0	\$0	\$0	\$0	\$0		\$1,016,000	\$0	\$1,016,000	
Wetland Preserve and Buffer	\$297,000	\$0	\$0	\$0	\$0	\$0		\$297,000	\$0	\$297,000	
Total Public Facilities	\$11,168,000	\$0	\$483,000	\$283,000	\$4,151,000	\$4,938,000		\$1,313,000	\$0	\$11,168,000	
TOTAL BACKBONE INFRASTRUCTURE & PUBLIC FACILITIES	\$34,733,000	\$3,271,000	\$483,000	\$283,000	\$4,151,000	\$17,224,000		\$5,690,000	\$3,631,000	\$34,733,000	
Special Financing District Formation and Updates	\$101,000	\$0	\$0	\$0	\$0	\$0		\$101,000	\$0	\$101,000	
GRAND TOTAL	\$34,834,000	\$3,271,000	\$483,000	\$283,000	\$4,151,000	\$17,224,000		\$5,791,000	\$3,631,000	\$34,834,000	

"su_p1"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

- [1] The City transportation fee revenues will fund all of the roadway facilities excluding the Central Park and West Park Drive median enhancements, some traffic signals, and roadway frontage improvements. This analysis assumes that the current improvements will remain in the TDIF. If any improvements do not remain in the TDIF as a result of BIA negotiations on the future TDIF update, provisions would need to be made to shift the improvements to the SFD.
- [2] Financing mechanism for remaining SunCreek infrastructure costs has not been determined at this time. Special Financing District may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.
- [3] The Phase I road frontage cost of \$3.6 million is not a backbone infrastructure cost and each developer would construct their own frontage. In the event that one developer constructs frontage adjacent to another, the City would condition the benefiting parties to reimburse the constructing party.
- [4] Includes \$25,000 for the Level 2 Sewer Study Update.
- [5] Includes \$200,000 for an update to the drainage master plan.
- [6] Preliminary draft infrastructure costs are estimated by EPS based on fee revenue generated.
- [7] SCSP park development contribution is based on SCSP's fair share of Citywide park development costs based on Quimby acreage requirement plus the proposed neighborhood greens fee for an additional 1 acre per 1,000 residents. See Table 15-9 for detail.
- [8] Phase I trails costs include a portion of the secondary trail and 2 at-grade roadway crossings. Includes 1 acre of park corridors at \$150,000 per acre.

Table 15-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Projected Cost and Fee Revenue Comparison - Phase I

Hypothetical
Phase 1

Item	Financing Program	SunCreek Specific Plan		Surplus/ (Shortfall) [1]	Funding Source For Shortfall
		Revenue by Component (Rounded)	Reimbursable Cost - Phase I (Rounded)		
Table Reference		Table 15-5	Table 15-3		
Existing and Proposed Fee Programs					
On-Site Roadways (Non Set-Aside Portion)	City Fee	\$4,928,000	\$3,271,000	\$1,657,000	
Sewer	SASD	\$924,000	\$10,023,000	(\$9,099,000)	Developer Advance Funding
Water	Zone 40	\$6,563,000	\$942,000	\$5,621,000	
Storm Drainage	Zone 11A	\$1,133,000	\$1,321,000	(\$188,000)	Developer Advance Funding
Schools	EGUSD	\$4,256,000	\$4,256,000	\$0	
Fire Station	SMFD	\$682,000	\$682,000	\$0	
Library	City Fee	\$283,000	\$283,000	\$0	
Parks	City/CRPD	\$4,151,000	\$4,151,000	\$0	
Park Renovations	City Fee	\$483,000	\$483,000	\$0	
Subtotal Existing and Proposed Fee Programs		\$23,403,000	\$25,412,000	(\$2,009,000)	

Table 15-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Projected Cost and Fee Revenue Comparison - Phase I

**Hypothetical
Phase 1**

Item	Financing Program	SunCreek Special Financing District		Surplus/ (Shortfall) [1]	Funding Source For Shortfall
		Revenue by Component (Rounded)	Phase 1 Eligible Cost (Rounded)		
Table Reference		Table 15-6	Table 15-3		
SunCreek Special Financing District Revenue					
Infrastructure Improvements					
On-Site Roadways	SunCreek SFD	\$605,000	\$0	\$605,000	
Sewer	SunCreek SFD	\$332,000	\$1,662,000	(\$1,330,000)	Developer Advance Funding
Water	SunCreek SFD	\$382,000	\$462,000	(\$80,000)	Developer Advance Funding
Storm Drainage	SunCreek SFD	\$1,258,000	\$1,447,000	(\$189,000)	Developer Advance Funding
Wetland Mitigation for Backbone Infrastructure	SunCreek SFD	\$632,000	\$806,000	(\$174,000)	Developer Advance Funding
Subtotal Infrastructure Improvements		\$3,209,000	\$4,377,000	(\$1,168,000)	
Public Facility Improvements					
Park Corridors and Trails	SunCreek SFD	\$503,000	\$1,016,000	(\$513,000)	Developer Advance Funding
Wetland Preserve and Buffer	SunCreek SFD	\$160,000	\$297,000	(\$137,000)	Developer Advance Funding
Subtotal Public Facility Improvements		\$663,000	\$1,313,000	(\$650,000)	
Subtotal SunCreek Special Financing District Revenue		\$3,872,000	\$5,690,000	(\$1,818,000)	
Special Fin. Dist. Formation and Updates	SunCreek SFD	\$101,000	\$101,000	\$0	
Total SunCreek Special Financing District Revenue		\$3,973,000	\$5,791,000	(\$1,818,000)	

"compare"

Source: MacKay & Soms SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 , various fee programs, and EPS.

[1] Difference will be financed through a combination of developer advances, special financing district revenues, and other revenues. Revenues in excess of costs accrue to the agency's fee program for regional/ planwide improvements.

HYPOTHETICAL SCENARIO
For Example Purposes Only

Table 15-5
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Existing Sacramento County and City of Rancho Cordova Fee Projected Revenues from SunCreek - Phase I

Item	District/ Zone	Total Revenues	Existing Rancho Cordova, Sacramento County and Other Fees by Land Use Type					
			Residential				Nonresidential	
			Low Density	Medium Density	Compact Density	High Density	Village Center Retail	Town Center
Assumptions								
Residential Units			99	104	102	237		
Nonresidential Acres							15.7	0.0
Sq. Ft. per Residential Unit			2,600	2,000	1,400	1,200		
Citywide Transportation Development Impact Fee	City	\$9,056,059	\$1,534,401	\$1,611,896	\$1,391,178	\$2,571,213	\$1,947,371	\$0
TDIF Set Aside		\$4,127,940	\$891,000	\$936,000	\$807,840	\$1,493,100	\$0	\$0
Remaining		\$4,928,119	\$643,401	\$675,896	\$583,338	\$1,078,113	\$1,947,371	\$0
County of Sacramento Transit Fee	County	\$269,627	\$17,325	\$18,200	\$17,850	\$84,372	\$131,880	\$0
Sacramento Transportation Authority (Measure A)	County	\$1,208,531	\$108,251	\$113,718	\$111,531	\$181,305	\$693,726	\$0
SASD Sewer Fee	SASD	\$924,264	\$266,886	\$196,553	\$121,084	\$124,792	\$214,949	\$0
County of Sacramento Water Impact Fee	Zone 40	\$6,563,388	\$1,368,477	\$1,437,592	\$1,069,343	\$2,484,649	\$203,328	\$0
Sacramento County Drainage Fee	Zone 11A	\$1,133,297	\$288,427	\$222,438	\$148,686	\$163,248	\$310,499	\$0
Elk Grove Unified School District Fee	EGUSD	\$4,255,791	\$1,202,058	\$971,360	\$666,876	\$1,328,148	\$87,349	\$0
SRCS D Sewer Fee	SRCS D	\$2,015,505	\$399,168	\$419,328	\$411,264	\$716,688	\$69,057	\$0
SMFD Capital Fire Facilities Fee	SMFD	\$682,347	\$144,144	\$116,480	\$79,968	\$213,300	\$128,455	\$0
Rancho Cordova Park Renovation Fee	City	\$482,750	\$99,000	\$104,000	\$102,000	\$177,750	\$0	\$0
Rancho Cordova CFF Program	City							
Rancho Cordova CFF Program - Library		\$283,414	\$57,222	\$60,112	\$58,956	\$107,124	N/A	N/A
Other Facilities [1]		\$1,456,942	\$279,378	\$293,488	\$287,844	\$522,585	\$73,647	\$0
Subtotal Rancho Cordova CFF Program	City	\$1,740,356	\$336,600	\$353,600	\$346,800	\$629,709	\$73,647	\$0
Total Existing Development Impact Fees by Land Use Type		\$26,640,634	\$5,557,486	\$5,347,447	\$4,253,048	\$8,316,119	\$3,166,534	\$0

"p1_rev"

Source: SunCreek Owners Group; County of Sacramento; City of Rancho Cordova; and EPS.

READER'S NOTE: Existing City, County and Special Financing District Development Impact Fees shown do not include all current and proposed fees. Only fees that will be used for project-related Phase I infrastructure and public facilities are included.

[1] Includes City Hall, Police, Community Center, Corporation Yard, Museum, Parking Structure, Animal Services, Telecommunications & Computer Systems, and Records Management System.

Sewer

Phase I development will generate approximately \$924,000 in SASD fee revenues but will be required to install approximately \$10.0 million in sewer facilities (driven primarily by pump station construction costs). As a result, Phase I development will be required to advance fund approximately \$9.1 million in sewer facilities.

Water

Zone 40 fee revenues generated by Phase I will approximate \$6.6 million, compared to a construction requirement of roughly \$942,000. Fee revenues generated by Phase I development will exceed eligible facility construction by approximately \$5.6 million.

Storm Drainage

Zone 11A fee revenues for Phase I will be approximately \$1.1 million, compared to a construction requirement of approximately \$1.3 million, resulting in a Phase I advance funding requirement of approximately \$188,000.

Schools

Phase I school facilities costs are estimated to equal the \$4.3 million in EGUSD fee revenue generated.

Fire Station

Phase I fire facilities costs are estimated to equal the \$682,000 in SMFD fee revenue generated.

Library

Phase I library facilities costs are estimated to equal the \$283,000 in City CFF fee revenue generated (for the library component only).

Quimby Parks

Phase I's fair share of Quimby park improvements will be funded by the roughly \$3.7 million in fee revenue generated by Phase I development (see **Table 15-7** and **Table 15-9** for detail).

Neighborhood Greens

Phase I's fair share of the neighborhood greens requirement will be funded by the approximately \$478,000 in neighborhood greens fee revenue generated by Phase I (see **Table 15-8** and **Table 15-9** for detail).

Park Renovations

Phase I park renovation obligations are estimated to equal the \$483,000 in City park renovation fee revenue generated.

SunCreek SFD

Revenues generated by the proposed SunCreek SFD are computed in **Table 15-6**.

Table 15-6
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Phase I SunCreek SFD Revenues

Hypothetical
Phase I

Item	Total Revenues	SunCreek SFD Fee Revenue					
		Residential				Nonresidential	
		Low Density	Medium Density	Compact Density	High Density	Village Center	Town Center
Assumptions							
Residential Units		99	104	102	237		
Nonresidential Square Feet						171,000	0
Backbone Infrastructure							
Roadways	\$605,299	\$90,035	\$94,582	\$81,632	\$150,877	\$188,173	\$0
Sewer	\$331,625	\$65,681	\$68,999	\$67,672	\$117,928	\$11,345	\$0
Potable Water	\$43,327	\$8,250	\$8,666	\$6,375	\$14,812	\$5,225	\$0
Nonpotable Water	\$292,514	\$55,695	\$58,508	\$43,037	\$99,999	\$35,274	\$0
Regional Water	\$45,803	\$8,721	\$9,161	\$6,739	\$15,658	\$5,523	\$0
Storm Drainage	\$1,258,096	\$235,507	\$216,804	\$186,983	\$192,710	\$426,092	\$0
Wetland Mitigation for Backbone Infrastructure	\$632,312	\$182,651	\$134,517	\$82,867	\$85,405	\$146,872	\$0
Subtotal Backbone Infrastructure	\$3,208,974	\$646,540	\$591,238	\$475,305	\$677,388	\$818,504	\$0
Public Facilities							
Park Corridors and Trails	\$502,748	\$125,398	\$131,731	\$88,906	\$156,712	\$0	\$0
Wetland Preserve and Buffer	\$159,560	\$46,091	\$33,945	\$20,911	\$21,551	\$37,062	\$0
Subtotal Public Facilities	\$662,308	\$171,489	\$165,676	\$109,817	\$178,264	\$37,062	\$0
Subtotal Backbone Infrastructure and Public Facilities	\$3,871,283	\$818,030	\$756,914	\$585,122	\$855,652	\$855,566	\$0
Special Financing District Formation	\$100,847	\$29,131	\$21,454	\$13,216	\$13,621	\$23,425	\$0
Grand Total SunCreek SFD Revenue	\$3,972,130	\$847,161	\$778,368	\$598,338	\$869,273	\$878,990	\$0

"SFD_p1"

Table 15-7
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Quimby Park Cost Obligations - Phase I

**Hypothetical
Phase I**

Item	Residential				TOTAL
	Low Density	Medium Density	Compact Density	High Density	
Land Use Assumptions					
Acres	24.9	31.6	10.6	9.1	76.2
Units	99	104	102	237	542
Persons per Household	2.95	2.95	2.03	N/A	
Estimated Quimby Cost per DUE [1]	\$8,420	\$8,420	\$5,794	\$5,794	
Total Revenue	\$833,580	\$875,680	\$590,998	\$1,373,202	\$3,673,460

"park_calc_p1"

Source: City of Rancho Cordova and EPS.

[1] Based on the proposed fee rate provided by the City, current as of October 14, 2013. The cost per a single-family DUE is \$8,420. Compact density is estimated based on the persons per household factors. High density is the same rate as compact density.

HYPOTHETICAL SCENARIO
For Example Purposes Only

Table 15-8
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Neighborhood Greens Cost Obligation - Phase I

**Hypothetical
Phase I**

Item	Residential				TOTAL
	Low Density	Medium Density	Compact Density	High Density	
Land Use Assumptions					
Acres	24.9	31.6	10.6	9.1	76.2
Units	99.0	104.0	102.0	237.0	542.0
Persons per Household	2.95	2.95	2.03	N/A	
Estimated Neighborhood Greens per DUE [1]	\$1,204	\$1,204	\$829	\$629	
Total Revenue	\$119,196	\$125,216	\$84,509	\$148,961	\$477,882

"p1_os_cost"

Source: City of Rancho Cordova and EPS.

[1] Based on the proposed fee rate provided by the City, current as of October 14, 2013. The cost per a single-family DUE is \$1,204. Includes a \$105 public gathering space component. Compact density and high density rates are estimated based on persons-per-household factors.

HYPOTHETICAL SCENARIO
For Example Purposes Only

Table 15-9
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Development Cost Estimate

**Preliminary Estimate -
Hypothetical Phase I**

Item	Source Table	Phase 1 Total Cost
Park Development Costs		
Quimby Park Requirement [1] [2]	Table 15-7	\$3,673,460
Neighborhood Greens [3] [4]	Table 15-8	\$477,882
Total Park Development Costs		\$4,151,342

"Park_p1"

Source: City of Rancho Cordova, Wade and Associates, and EPS.

- [1] Total cost based on total estimated park fee revenue generated based on the recently proposed fee.
- [2] Based on 5 acres per 1,000 residents.
- [3] Neighborhood green acres calculated based on 1 acre per 1,000 residents in accordance with the current City proposal.
- [4] Total cost based on total estimated neighborhood greens fee revenue. Includes a public gathering space component. See Table 15-8 for detail.

HYPOTHETICAL SCENARIO
For Example Purposes Only

Table 15-4 also provides a comparison of SunCreek SFD revenues generated by component to the required Phase I infrastructure and public facility construction requirement.

On-Site Roadways

Phase I is not required to install any on-site roadways funded by the SunCreek SFD. They will therefore generate \$605,000 in SunCreek SFD roadway fee revenue.

Sewer

Phase I will be required to install \$1.6 million in SunCreek SFD sewer improvements, compared to SFD sewer revenues generated of only \$332,000. Phase I will be required to advance fund approximately \$1.3 million in SunCreek SFD sewer facilities.

Water

Generating \$382,000 in SFD water revenue, Phase I development will be required to install \$462,000 in SunCreek SFD water facilities, resulting in an \$80,000 advance funding requirement.

Storm Drainage

Phase I will generate approximately \$1.3 million in SunCreek SFD storm drainage revenues, compared to a storm drainage facility construction requirement of \$1.4 million, resulting in an advance funding requirement of roughly \$189,000.

Wetland Mitigation for Backbone Infrastructure

Phase I will generate approximately \$632,000 in SunCreek SFD wetland mitigation for backbone infrastructure revenues, compared to a wetland mitigation for backbone infrastructure construction requirement of \$806,000, resulting in an advance funding requirement of roughly \$174,000.

Park Corridors and Trails

Phase I is estimated to incur approximately \$1.0 million in costs related to trail improvements. After taking into consideration the approximately \$503,000 in Phase I SunCreek SFD revenues generated, this cost reflects an advance funding requirement of approximately \$513,000.

Wetland Preserve Buffer

Phase I Wetland Preserve Buffer costs are estimated to total \$297,000, approximately \$137,000 more than the Phase I fee revenue generated (\$160,000).

Special Financing District Formation and Updates

Phase I will pay their fair share of Special Financing District formation and update costs via payment of that component of the SunCreek SFD.

16. NEW FUNDING MECHANISMS: SUNCREEK SFD

Construction of certain backbone infrastructure and public facilities in SunCreek not financed, in whole or in part, through existing City, County, regional, and school district fees and taxes will be financed through the proposed SunCreek SFD.

SunCreek SFD

The City will implement the financing mechanisms to be included in the SunCreek SFD. These financing mechanisms will include a SunCreek fee program and may be supplemented with bond funding through a Mello-Roos CFD.

SunCreek SFD Fee Program

A SunCreek SFD Fee Program will fund the full cost of improvements not already included in the CIPs of existing fee programs. The fee by land use will be generally based on the cost allocation methodology presented in this report and would contain components for each backbone infrastructure and public facility type.

Table 16-1 estimates the total SunCreek SFD Fee Program cost and allocates the cost to each land use, including the costs associated with SunCreek SFD Fee Program formation and administration costs, which are detailed in **Table 16-2**.

At this time, with the exception of the Smith/Dunmore property, it is assumed that all fee components will be collected at small lot final subdivision map for single family residential development or issuance of building permits for development of residential and nonresidential properties that do not require subdivision. Developers may be required to construct and/or advance the full cost of facilities before sufficient fee revenue is available, so the fee program would include a provision for issuing fee credits and reimbursements to repay developers for advance funding for design and construction of facilities.

School Parcels SunCreek SFD Fee Program Allocation

The SunCreek SFD Fee Program infrastructure cost will be apportioned on a fair share basis to all residential, nonresidential, and school parcels. The specifics of this fair share apportionment will be established during adoption of the SunCreek SFD Fee Program.

Table 16-3 shows a rough indication of the school parcels fair share apportionment for the SunCreek SFD Fee Program. Presently the amount allocated to the school parcels is calculated without any adjustment to the allocations to other land uses. The amount allocated to the schools is in addition to the total SunCreek SFD Fee Program cost estimated in **Table 16-1**. The additional amount allocated to the schools in **Table 16-3** should be considered a contingency until all of the details of the SunCreek SFD Fee Program are decided at formation and adoption. Each school's parcel's allocated cost will be paid to the City by the owner of the school parcel before or upon the sale of the school site to the EGUSD or other such public entity. In particular, with respect to the Smith/Dunmore Property, before or upon the sale of the school site to the

Table 16-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
SunCreek SFD Cost at Buildout (2013\$)

Item	Total SCSP Est. Cost	Special Financing District Costs [1]					
		Low Density	Med. Density	Compact Density	High Density	Village Center	Regional Town Center
		<i>per Unit</i>	<i>per Unit</i>	<i>per Unit</i>	<i>per Unit</i>	<i>per Bldg. Sq. Ft.</i>	<i>per Bldg. Sq. Ft.</i>
<u>SFD Fee Program (Collected at Final Map)</u>							
Backbone Infrastructure							
On-Site Roadways	\$5,045,400	\$909	\$909	\$800	\$637	\$1.10	\$1.10
Sewer	\$3,113,800	\$663	\$663	\$663	\$498	\$0.07	\$0.07
Potable Water	\$400,091	\$83	\$83	\$62	\$62	\$0.03	\$0.03
Nonpotable Water	\$2,701,144	\$563	\$563	\$422	\$422	\$0.21	\$0.21
Regional Water	\$422,952	\$88	\$88	\$66	\$66	\$0.03	\$0.03
Storm Drainage	\$11,066,000	\$2,379	\$2,085	\$1,833	\$813	\$2.49	\$2.50
Wetland Mitigation for Backbone Infrastructure	\$6,270,000	\$1,845	\$1,293	\$812	\$360	\$0.86	\$0.86
Subtotal Backbone Infrastructure	\$29,019,387	\$6,531	\$5,685	\$4,660	\$2,858	\$4.79	\$4.79
Public Facilities							
Park Corridors and Trails	\$5,303,000	\$1,267	\$1,267	\$872	\$661	\$0.00	\$0.00
Wetland Preserve Buffer	\$1,582,200	\$466	\$326	\$205	\$91	\$0.22	\$0.22
Subtotal Public Facilities	\$6,885,200	\$1,732	\$1,593	\$1,077	\$752	\$0.22	\$0.22
Special Financing District Formation	\$1,000,000	\$294	\$206	\$130	\$57	\$0.14	\$0.14
Total SunCreek SFD Cost	\$36,904,587	\$8,557	\$7,484	\$5,866	\$3,668	\$5.14	\$5.15

"fee_unit"

[1] Excludes costs funded by existing and proposed City/County/Regional fee programs.

Table 16-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
SunCreek SFD Fee Program Formation and Administration Cost Allocation at Buildout (2013\$)

Item	Land Use		Cost Allocation [1] Percentage of Res. And NRes. Acres	SunCreek SFD Cost Allocation at Buildout		
	Acres	Units/ Sq. Ft.		Total Cost	Cost per Acre	Cost per Unit/Sq. Ft.
Residential Land Uses		<i>units</i>				<i>per unit</i>
Low Density Residential	179.4	911	26.8%	\$268,063	\$1,494	\$294
Medium Density Residential	321.5	2,329	48.0%	\$480,446	\$1,494	\$206
Compact Density Residential	43.7	504	6.5%	\$65,305	\$1,494	\$130
High Density Residential	44.2	1,149	6.6%	\$66,037	\$1,494	\$57
Total Residential	588.8	4,893	88.0%	\$879,851		
Nonresidential Land Uses [1]		<i>bldg. sq. ft.</i>				<i>per bldg. sq. ft.</i>
Village Center	22.0	240,000	3.3%	\$32,877	\$1,494	\$0.14
Regional Town Center	58.4	636,000	8.7%	\$87,272	\$1,494	\$0.14
Total Nonresidential	80.4	876,000	12.0%	\$120,149		
TOTAL	669.2		100.0%	\$1,000,000		

"alloc_admin"

Source: MacKay & Somps SunCreek Plan Area Specific Plan Preliminary Cost Estimates, October 7, 2013 and EPS.

[1] Program formation and administration costs are allocated by percent share of residential and nonresidential acreage.

Table 16-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Allocation to School Parcels [1]

Item	Acres	On-site Roadways		Sewer		Potable and Non-Potable Water		Storm Drainage		Wetland Mitigation for Backbone Infrastructure	Wetland Preserve Buffer	Special Financing District Formation and Updates	Total
		EDUs/ Acre	Allocated Cost	EDUs/ Acre	Allocated Cost	EDUs/ Acre	Allocated Cost	EDUs/ Acre	Allocated Cost	Allocated Cost [2]	Allocated Cost [2]	Allocated Cost [2]	
Cost per EDU			\$909		\$663		\$734		\$2,085				
Cost per Acre										\$9,370	\$2,364	\$1,494	
Alternative #1 - By EDU Schools													
Elementary School	30.9	8.60	\$241,598	6.66	\$136,461	4.24	\$96,179	7.24	\$466,488	\$289,434	\$73,037	\$46,162	\$1,349,358
Middle School	34.4	5.90	\$184,581	4.77	\$108,944	4.24	\$107,108	7.24	\$519,495	\$322,322	\$81,336	\$51,407	\$1,375,192
High School	45.6	8.60	\$356,648	5.08	\$153,644	4.24	\$141,980	7.24	\$688,633	\$427,264	\$107,818	\$68,144	\$1,944,131
Total Schools	110.9		\$782,826		\$399,049		\$345,266		\$1,674,617	\$1,039,019	\$262,191	\$165,713	\$4,668,680

"alloc_schools"

Source: EPS.

[1] Excludes park corridors. The cost for park corridors is only allocated to residential development.
[2] Based on the percentage of total residential, nonresidential, and school acres.

EGUSD or a public entity, the owner of the site will be obligated to install, or bond for the installation of, or reimburse any other developer who previously installed the frontage improvements adjacent to the school site.

The SunCreek SFD Fee Program cost is allocated to the schools based on the EDUs (or underlying zoning) per acre for on-site roadways, sewer, potable and non-potable water, and storm drainage. The cost is allocated as a percentage of total (residential, nonresidential, and school) acres for wetland mitigation for backbone infrastructure, wetland preserve buffer, and special financing district formation and updates.

Mello-Roos CFDs

One or more Mello-Roos CFDs could be established to provide bond financing, which could provide funding for infrastructure improvements needed during the initial phases of development before the collection of sufficient fees or other sources of revenue. The bonds would be repaid through special taxes levied on property through the CFDs.

The special tax rates, eligible facilities, bond debt authorization, and property included in each CFD will be determined in the CFD formation process for each CFD. The initial bond issue will be constrained by the appraised value of property in the CFD at the time bonds are sold. The final bond sale will be limited by the maximum annual special tax.

EPS estimated maximum annual special tax rates that could be levied for each land use type based on the maximum annual special tax rate for the SunRidge-Anatolia CFD No. 2003-1. Note that the actual maximum annual special tax rate will be constrained by the Project's overall capacity to levy special taxes and the proportion of that capacity used by special taxes and assessments for operations and maintenance services. These potential special taxes and assessments are discussed in **Chapter 17**.

Table 16-4 shows the tax rates and estimates of the maximum annual special tax revenue that could be generated by SunCreek development at buildout, assuming the maximum special tax rates for infrastructure shown. Again, note that this revenue estimate is preliminary, and the actual maximum special tax rates for infrastructure will be constrained by the total special taxes and assessments that will be required to fund maintenance and operations costs. Based on current tax rate assumptions, maximum annual special tax revenue is estimated to total \$7.0 million.

Table 16-5 estimates this annual tax revenue would result in a total bonding capacity of approximately \$92.0 million. After netting out the amounts needed for capitalized interest, the bond reserve fund, and issuance costs, there would be approximately \$72.1 million that could be used to finance infrastructure construction. **Table 16-6** estimates the bond proceeds per unit for residential development and per acre for nonresidential development. The estimated bond proceeds per unit for a single-family low- and medium-density residential unit is approximately \$15,500.

These revenue estimates are preliminary. The special tax proceeds available to secure bonds issued to pay for public infrastructure will be estimated again after determining the actual special tax rates needed to pay for public services and operations and maintenance costs.

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Table 16-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Summary of Maximum Annual Special Tax for Infrastructure CFD (2013\$)

Taxable Land Use Category	Units/ Acres at Buildout	Preliminary Tax Rate [1]	Preliminary Maximum Annual Special Tax
Single-Family Residential	<u>Units</u>	<u>Per Unit</u>	
Low Density	911	\$1,500	\$1,366,500
Medium Density	2,329	\$1,500	\$3,493,500
Compact Density	504	\$1,200	\$604,800
High Density	1,149	\$1,000	\$1,149,000
Total Residential	4,893		\$6,613,800
Nonresidential	<u>Acres</u>	<u>Per Acre</u>	
Village Center	22.0	\$5,000	\$110,000
Regional Town Center	58.4	\$5,000	\$292,000
Total Nonresidential	80.4		\$402,000
TOTAL [2]			\$7,015,800

"summary_maxtax"

Source: EPS.

[1] Based on maximum special tax rates for Sunridge-Anatolia Community Facilities District No. 2003-1.

[2] Schools, Open Space, and Parks are not taxable and therefore are not included.

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Table 16-5
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Bond Sizing (2013\$)

Item	Assumptions	Buildout
Maximum Special Taxes Available for Debt Service		
Estimated Annual Maximum Special Taxes		\$7,015,800
Less Estimated Administration Costs	4%	(\$281,000)
Less Delinquency Coverage	10%	(\$702,000)
Adjustment for Rounding		(\$2,800)
Estimated Gross Debt Service (Rounded)		\$6,030,000
Bond Proceeds and Bond Size		
Total Bond Size		\$76,745,000
Adjustment for Rounding		(\$45,000)
Total Bond Size (Rounded)		\$76,700,000
Increase for Annual Escalation [1]		\$15,340,000
Total Bond Size (Rounded)		\$92,040,000
Estimated Bond Proceeds		
Rounded Bond Size		\$92,040,000
Less Capitalized Interest	18 months	(\$9,319,000)
Less Bond Reserve Fund	1-yr. debt service	(\$6,030,000)
Less Issuance Cost	5%	(\$4,602,000)
Estimated Bond Proceeds		\$72,089,000
Assumptions [2]		
Interest Rate	6.75%	
Term	30 years	
Annual Escalation	2.00%	

"est_bond"

Source: EPS.

- [1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.
- [2] Estimated bond sizing based on conservative assumptions. The interest rate will be determined at the time of bond sale; the bond term could be 25 to 30 years or more. This analysis assumes 30 years.

Table 16-6
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Bond Proceeds per Unit and Nonresidential Acre at Buildout (2013\$)

Item	Unit/Acre	Prelim.	Maximum Special Tax		Bond Size [2]		Bond Proceeds	
		Max. Special Tax Rate [1]	Amounts	% of Total	Amount	Per Unit/Acre	Amount	Per Unit/Acre
Formula	A	B	C = A *B	D = C / Total Max Tax	E= D x total bond	F = E / A	G = D x bond proceeds	H = G / A
SUNCREEK BUILDOUT								
Residential	<u>Per Unit</u>					<u>Per Unit</u>		<u>Per Unit</u>
Low Density	911	\$1,500	\$1,366,500	19.5%	\$17,927,059	\$19,678	\$14,041,110	\$15,413
Medium Density	2,329	\$1,500	\$3,493,500	49.8%	\$45,831,087	\$19,678	\$35,896,537	\$15,413
Compact Density	504	\$1,200	\$604,800	8.6%	\$7,934,347	\$15,743	\$6,214,463	\$12,330
High Density	1,149	\$1,000	\$1,149,000	16.4%	\$15,073,685	\$13,119	\$11,806,246	\$10,275
Total Residential	4,893		\$6,613,800	94.3%	\$86,766,178		\$67,958,355	
Nonresidential	<u>Acres</u>					<u>Per Acre</u>		<u>Per Acre</u>
Village Center	22.0	\$5,000	\$110,000	1.6%	\$1,443,086	\$65,595	\$1,130,276	\$51,376
Regional Town Center	58.4	\$5,000	\$292,000	4.2%	\$3,830,736	\$65,595	\$3,000,369	\$51,376
Total Nonresidential	80.4		\$402,000	5.7%	\$5,273,822		\$4,130,645	
TOTAL SUNCREEK BUILDOUT			\$7,015,800	100.0%	\$92,040,000		\$72,089,000	

"bond_unit"

Source: EPS.

[1] Preliminary maximum special tax rates based on Sunridge-Anatolia Community Facilities District No. 2003-1.

[2] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

17. FUNDING SOURCES FOR SERVICES AND ONGOING OPERATIONS AND MAINTENANCE

This draft Financing Plan addresses funding for construction of Backbone Infrastructure and Public Facilities. The constructed Backbone Infrastructure and Public Facilities also will require a source of ongoing operations and maintenance funding. The City is conducting additional analysis of ongoing operations and maintenance costs and potential funding sources for operations and maintenance of City facilities, as well as public services (e.g., parks programming). This chapter offers a summary of the existing and proposed sources of ongoing operations and maintenance funding, based on the City's current estimates and assumptions.

The SCSP will be required to participate in a series of CFDs to fund public services and the maintenance and operation of the public improvements. Participation in these districts will be determined by the City or the Special Districts no later than the filing of final maps. The City or existing assessment districts will have funding responsibility for most items. However, if a funding shortfall is deemed to exist, a Mello Roos CFD, Lighting and Landscaping District (LLD), or some other funding mechanism will be established. As shown on **Table 17-1**, the following funding mechanisms likely will be imposed to fund ongoing operations and maintenance costs required to serve the SCSP:

- **Rancho Cordova Stormwater Utility Fee.** The City is in the process of working with the County to form a new zone for the existing Stormwater Utility Fee.
- **Rancho Cordova CFD No. 2013-2.** The City recently formed CFD No. 2013-2 to fund police services, and SCSP development will be required to annex into it.
- **Rancho Cordova CFD No. 2013-3.** The City is in the process of developing the Rate and Method of Apportionment (RMA) for CFD No. 2013-3 for street, lighting, and landscape maintenance. SCSP development will be required to annex into this CFD.
- **Sloughhouse Fire Protection.** The SCSP includes tax rate areas that were formerly part of the Sloughhouse Fire Protection District until it dissolved into the SMFD but retained the name. This special tax covers ambulance services.
- **Transit-Related Services Special Tax Area.** The City imposes a transit-related services tax on new development in the City.
- **Water and Drainage Studies.** In 1988 the Board of Directors of the SCWA established Zone 13 to levy an assessment for the purpose of undertaking studies and planning projects and activities in the unincorporated County. This tax applies to all areas that were unincorporated at that time, including SCSP.

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Table 17-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Test of 2% Sales Price - Residential Market Rate Units

Item	Low Density	Medium Density	Compact Density	High Density	Total All Units
Assumptions					
Acres	179	322	44	44	589
Number of Units	911	2,329	504	1,149	4,893
Lot Size (sq. ft.)	9,168	6,427	4,037	1,791	
Unit Square Feet	2,600	2,000	1,400	1,200	
Finished Unit Selling Price [1]					
	\$445,000	\$345,000	\$275,000	\$250,000	
Property Taxes					
General Property Tax [2]	\$4,380	\$3,380	\$2,680	\$2,430	\$16,004,990
Los Rios Comm. College G.O. Bonds	\$14	\$11	\$9	\$8	\$52,312
Elk Grove Unified School District CFD No.1	\$200	\$200	\$200	\$200	\$978,600
Regional Sanitation Bonds	\$24	\$19	\$15	\$14	\$89,911
Total Ad Valorem Taxes Range	\$4,619	\$3,610	\$2,904	\$2,652	\$17,125,813
Likely Special Annual Taxes/Assessments					
Rancho Cordova Stormwater Utility Fee [3] [4]	\$140	\$140	\$112	\$105	\$630,693
CFD No. 2013-2 (Police Services) [4] [5]	\$470	\$470	\$470	\$470	\$2,301,080
CFD No. 2013-3 (Street, Lighting, and Landscape) [4] [6]	\$440	\$440	\$352	\$330	\$1,982,178
Sloughhouse Fire Protection [7]	\$100	\$100	\$100	\$100	\$489,300
Transit Related Services Special Tax Area [4]	\$95	\$95	\$76	\$71	\$427,970
Water & Drainage Studies	\$7	\$7	\$7	\$7	\$33,860
Total Likely Special Annual Taxes/Assessments	\$1,112	\$1,112	\$1,005	\$978	\$5,234,388
Add'l Potential Special Annual Taxes/Assess. [8]					
Park Maintenance CFD	\$300	\$300	\$300	\$300	\$1,467,900
Wetland Buffer Maintenance CFD or AD	TBD	TBD	TBD	TBD	TBD
Total Add'l Prop. Special Annual Taxes/Assess.	\$300	\$300	\$300	\$300	\$1,467,900
Estimate of SunCreek Infrastructure CFD [9]	\$1,500	\$1,500	\$1,200	\$1,000	\$6,613,800
Total Annual Taxes and Assessments	\$7,531	\$6,522	\$5,409	\$4,930	\$24,392
Taxes & Assessments as % of Sales Price	1.69%	1.89%	1.97%	1.97%	

"2% test"

Source: City of Rancho Cordova; Sacramento County; and EPS.

- [1] Finished unit selling price based on home prices in the Cordova Hills Financing Plan.
- [2] Includes homeowners property tax exemption of \$7,000.
- [3] The City is in the process of working with Sacramento County to form a new zone for the Stormwater Utility Fee.
- [4] The single family residential rates were provided by the City. EPS estimated the compact density rates using a factor of 0.80 and the high density rates using a factor of 0.75. These rates will be refined further in the future.
- [5] The City recently formed CFD No. 2013-2 and the project will be required to annex into the CFD. The base rate was \$450 per unit with annual inflationary increases. Reduced rates do not apply for higher density and multifamily units.
- [6] The City is in the process of developing the RMA for CFD No. 2013-3 (Street, Lighting, and Landscape Maintenance). The project will be required to annex into the CFD. The base tax rates are currently estimated based on the Montelena project. Includes the cost of streets, signals. Street lights, landscaping, regional bike trails, and maintaining soundwalls. The cost reflects both the maintenance and replacement components of the CFD.
- [7] Tax rate area formerly part of Sloughhouse Fire Protection, until it was dissolved into Sac Metro District, but maintained name. Special tax covers ambulance services.
- [8] Preliminary estimates shown.
- [9] Estimate of SunCreek Special Tax are based on tax rates in Anatolia, a comparable project in the City. Financing mechanism to fund remaining infrastructure costs has not been determined at this time. Special Financing District may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.

In addition, there are other additional potential annual special taxes or assessments that could fund ongoing operations and maintenance services for development in the SCSP, including these:

- **New CFDs** planned by the City for drainage, roads and street lighting, and frontage and median landscaping/bike paths.
- **Park Maintenance CFD.** CRPD's planned CFD could be created to fund park maintenance in the SCSP.
- **Wetland Buffer Maintenance CFD or Assessment District.** A CFD could be created or an Assessment District could be formed to fund the wetland buffer maintenance in the SCSP.

Actual mechanisms required to fund ongoing operations and maintenance in the SCSP will be determined in concert with the City as part of the SCSP Financing Plan implementation process. **Table 17-1** shows the estimated total annual special taxes and assessments as a percentage of estimated home sales prices for residential SCSP development. Please note that **Table 17-1** includes the estimated infrastructure CFD tax rates. As discussed in **Chapter 16**, special tax rates for infrastructure will be constrained by the total special taxes/assessments for services determined through the SCSP Financing Plan implementation process.

18. FINANCING PLAN IMPLEMENTATION AND ADMINISTRATION

Implementation of the Financing Plan strategies will require the following steps:

- Approval of the Development Agreement between the developer and the City. This approval will occur with the Environmental Impact Report approvals.
- Updating existing development impact fee programs to include SunCreek land uses and eligible infrastructure projects if necessary, which may include these:
 - City TDIF.
 - SRCSD and SASD (Sewer).
 - SCWA Zone 11A (Storm Drainage).
 - SCWA Zone 40 (Water).
- Formation of the SunCreek SFD Fee Program. This task will include:
 - Adoption of a SunCreek SFD Fee Program. The SunCreek SFD Fee Program shall be adopted by the City before City Council approval of the first small lot Final Map within any portion of the Specific Plan.
 - Formation of supplemental SunCreek CFD. Upon request of some or all developers within the Specific Plan, the City may support formation of a land-secured financing district (e.g., Mello-Roos CFD), issuance of bonds, and collection of annual special taxes, which should occur before the first small lot Final Map within the requesting developer's properties.
- Formation of new or annexation into existing CFDs or Assessment Districts as follows to fund public services:
 - Annex into CFD No. 2013-2 (Police Services)
 - Participate in the formation of or annexation into CFD 2013-3 (Street, Lighting, and Landscape Maintenance).
 - Participate in the formation or annexation into the Rancho Cordova Stormwater Utility Fee.
 - Annex into the City Transit-Related Services Special Tax Area.

Formation of new CFDs or Assessment Districts would occur before the first small lot Final Map within any portion of the Plan Area, and annexation would occur when required by the applicable Tentative Map Phasing Plan.

- Adoption of park and neighborhood greens development fees.
- Creating other potential regional fee programs as needed.

Developers who construct or pay for backbone infrastructure or public facilities specified in the Financing Plan that are eligible for credits or reimbursements will be required to adhere to the credit and reimbursement provisions specified in the existing fee programs or SunCreek SFD Fee Program.

Changes in the Capital Improvement and Financing Programs

It is anticipated that as the Financing Plan is implemented, the infrastructure costs and available funding sources will change as development occurs (e.g., if certain roadways and pedestrian over/undercrossings, which are assumed to be added or included in the City TDIF, are not included). As a result, the Financing Plan must be flexible enough to accommodate these changes appropriately. Changes in the actual or assumed facilities cost estimates or funding of the facilities should be re-evaluated in the context of the overall financing strategy to ensure required funding is available when needed. Possible refinements are listed below:

- New or revised infrastructure projects.
- New cost information based on actual construction costs, updated engineering estimates, or changes in the land use plan.
- New funding source data.
- Inflation adjustments to cost and funding data.
- Land use changes for the Project.
- Future revisions to existing fee programs.
- Revisions to preliminary traffic signal locations and estimates. Additional traffic signals may be needed to accommodate access to the community park or other sites.

Changes in the financing program could include higher or lower cost estimates, as well as changes in funding sources. Costs and funding sources also will need to be adjusted annually to reflect inflation costs because information in the Financing Plan is shown in 2013 dollars.

Fee Credits and Reimbursements

The City will require developers to advance fund or construct certain infrastructure and other associated costs contained in the Project. The improvements that are advance funded may be backbone infrastructure or other public facilities programmed for funding using existing fee programs, the SunCreek SFD Fee Program, bond proceeds, or private financing.

If a developer is required to advance fund or provide shortfall funding (i.e., fund the cost differential between actual design and construction costs and creditable/reimbursable costs under existing fee programs) for Backbone Improvements, Public Facilities, off-site improvements or other improvements subject to existing fee programs or the SunCreek SFD Fee Program improvements for areas outside the Project, the developer shall be entitled to credits and reimbursements from those development areas generating fees for those facilities.

Fee credit/reimbursement programs under existing development fee programs may require agreement between the developers, the City, and any other applicable agencies who may administer the existing fee programs. The policies and procedures for providing fee credits and reimbursements under existing fee programs are set forth in the implementing documents for such fee programs

The policies and procedures for providing credits and reimbursements under the SunCreek SFD Fee Program will be established as part of the City's adoption of the Fee Program, which shall address and include the following items. A developer shall be entitled to fee credits against and/or fee reimbursements from the SunCreek SFD Fee Program for any costs incurred by a developer to design and/or construct any public improvements or facilities that are funded by the SunCreek SFD Fee Program. Such constructing developer shall be obligated to enter a fee credit/ reimbursement agreement with the City (a "Credit/Reimbursement Agreement") to document, track and administer such credits and/or reimbursements. In accordance with the City's fee credit and reimbursement policies, a Credit/Reimbursement Agreement related to the construction of improvements funded by the SunCreek SFD Fee Program will be entered into by the City only after improvement plans have been approved and a contract has been let for the construction of the applicable improvements; similarly, a Credit/Reimbursement Agreement associated with funding the shortfall between the total costs to design and/or construct an improvement and the design and improvement costs reimbursable under another existing fee program (the "Shortfall Funding") will be entered into by the City only after improvement plans have been approved and a contract has been let for the construction of the applicable improvements. SunCreek SFD Fee credits that exceed the amount of the SunCreek SFD Fee then payable in connection with Developer's development of the phase(s) of the Property requiring such improvement(s) shall be reimbursable upon completion of the applicable improvement to be funded by the SFD Fee and/or expenditure of the Shortfall Funding. Unless and until reimbursed to a developer, the developer may carry over any unused SunCreek SFD Fee credits for application against subsequent phase(s) of development. Fee reimbursements, if any, shall be payable to a developer on a first commenced, first reimbursed basis. The amount of the SunCreek SFD Fee Credits and Fee Reimbursements shall be limited to the amounts budgeted therefor by the SunCreek SFD Fee Program (as may be revised by the City from time to time) and shall be subject to adjustment upon completion of the applicable improvements based on the City's review of the bid amount and approved change orders for improvements funded by the SFD Fee and/or the actual amount of Shortfall Funding incurred by Developer in excess of the amount reimbursable by existing fee programs. The Credit/Reimbursement Agreements shall include that any outstanding SunCreek SFD Fee Credits and/or Fee Reimbursements shall be subject to annual CCI Index adjustments.

Fee Credits for contracted work under a Credit/Reimbursement Agreement shall continue to be available for application against the SunCreek SFD Fee so long as: (a) the constructing developer is not in material breach of the Credit/Reimbursement Agreement, and (b) the constructing developer continues to use commercially reasonable diligence to prosecute to completion the construction of the Project Improvement(s) that are the subject of the particular Credit/Reimbursement Agreement. If a constructing developer ceases to diligently prosecute construction of an improvement, or otherwise breaches any material provisions of the Credit/Reimbursement Agreement, and if the constructing developer fails to cure such breach within thirty (30) days of receipt of written notice from the City, the City may exercise any and all remedies then available under the Credit/Reimbursement Agreement, including cessation of

approval of tentative or final subdivision maps, of issuing building permits and/or of issuing occupancy permits for development of the constructing developer's property, suspension of the right to apply Fee Credits against the SunCreek SFD Fee and/or repayment by the constructing developer of all or any portion of the Fee Credits generated by the particular Credit/Reimbursement Agreement which have previously been applied against the SunCreek SFD Fee.

With respect to Fee Reimbursements, the event for determining "commencement" of construction for purposes of reimbursement priority shall be the effective date of the Credit/Reimbursement Agreement for the improvement generating the applicable Fee Reimbursement. In the event that the effective date for any two or more Credit/Reimbursement Agreements that include Fee Reimbursements occur within the same seven (7) calendar day period, the Fee Reimbursements associated therewith will be deemed to have equal priority and will be distributed pro rata, based upon the unreimbursed balance of the respective Fee Reimbursements. If the work does not actually commence on an improvement within a commercially reasonable period following the effective date, or once commenced, the constructing developer does not diligently prosecute the same through completion, in addition to all other remedies under the Credit/Reimbursement Agreement, the City shall have the authority to modify the relative priority dates for reimbursement among competing constructing developers to more appropriately reflect the timing of the expenditure of costs of such construction. No Fee Reimbursements shall be paid to a constructing developer prior to completion of the applicable improvement. Furthermore, if an improvement supporting a Fee Reimbursement with a later reimbursement priority date is completed before an improvement with an earlier reimbursement priority date (i.e., if a later-commenced reimbursable improvement is completed before an earlier-commenced reimbursable improvement), then no Fee Reimbursement shall be paid towards the later-commenced, earlier-completed improvement until sufficient SunCreek SFD Fees have been collected and reserved to fund full payment of the pending Fee Reimbursement(s) to be paid upon completion of the earlier-commenced improvements.

Administration

The City will administer the public facilities financing program, which will include these:

- Authorization and implementation of the SunCreek SFD (fee program or CFDs).
- Monitoring of the infrastructure CIP and development activities.
- Periodic updating of the Financing Plan or the funding mechanisms to ensure the necessary infrastructure is constructed as required to serve new SCSP development.

The City will coordinate with all appropriate County departments while implementing the Financing Plan. Implementation of the Financing Plan will require reviewing the CIP, monitoring identified revenue sources, estimating fee programs cash flows, updating the SunCreek SFD, and establishing an accounting system to track payments and fee credits/reimbursements.

19. COST BURDEN ANALYSIS

This chapter evaluates the infrastructure cost burden associated with SCSP development. The Infrastructure Cost Analysis provides an approach to measure and evaluate the cost burden associated with SCSP development.

It is common for developers of major development projects to advance fund and carry infrastructure costs for some time frame. The impact of the land developer's cost burden depends on several factors, including the time frame for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices.

SunCreek Infrastructure Cost Analysis

Table 19-1 shows the total estimated fees per residential unit and nonresidential acre. The Infrastructure Cost Analysis includes the following components:

- **Existing City Fees.** Includes processing and development impact fees.
- **School Fees.** Includes the EGUSD school impact fee.
- **Other / Special District Fees.** Includes the County Zone 40 water fee, the County Zone 11A drainage fee, the County transit fee, SASD and SRCSD sewer fee, SMFD capital fire facilities fee, and SCTMFP fee.
- **SunCreek SFD Fee (portion).** The SunCreek SFD fee is calculated in **Chapter 16**. The infrastructure cost burden includes those costs that reflect development cost burdens associated with backbone infrastructure requirements.
- **Other Costs.** Other costs reflect those development costs not typically included in the Project infrastructure burden. It also includes costs that are part of the SunCreek SFD program but would normally be a private developer cost. These costs were included in the SunCreek SFD as a mechanism to equalize the development cost burden between multiple ownership interests but are not included as part of the infrastructure cost burden discussion.

Table 19-2 shows the total infrastructure cost as a percentage of finished home values by residential land use for development in SunCreek. The Infrastructure Cost Analysis does not include an analysis of nonresidential development. The infrastructure cost per dwelling unit ranges from approximately 17 percent to 20 percent of the home values for all owner-occupied residential land uses.

The infrastructure cost burden could change for several reasons, including a re-allocation of costs among land uses and cost reductions resulting from fine-tuning the estimates as engineering studies are completed and the Project becomes closer to implementation. The cost burden estimates will be further refined as the Project is implemented.

Table 19-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Fees per Residential Unit or Nonresidential Acre [1]

Item	Low Density	Medium Density	Compact Density	High Density	Village Center	Regional Town Center
Land Use Assumptions						
Acres	179.4	321.5	43.7	44.2	22.0	58.4
Units	911	2,329	504	1,149	-	-
Estimated Avg. Square Feet per Unit	2,600	2,000	1,400	1,200	-	-
Garage	450	450	450	-	-	-
Total Building Square Feet	-	-	-	-	240,000	636,000
Units per Acre/FAR	5.1	7.2	11.5	26.0	0.25	0.25
SunCreek Infrastructure Burden						
City Fees	Per Unit			Per Acre		
Processing Fees						
Building Permit	\$1,961	\$1,673	\$1,386	\$701	\$7,399	\$7,391
Plan Check	\$1,307	\$1,116	\$924	\$467	\$4,933	\$4,928
Zone Check	\$170	\$145	\$120	\$61	\$641	\$641
Building Compliance Inspection	\$250	\$250	\$250	\$250	\$250	\$250
CBSC Fee	\$13	\$10	\$7	\$6	\$39	\$39
Seismic/Strong Motion	\$32	\$25	\$18	\$15	\$205	\$205
Fire Plan Review	\$394	\$352	\$310	\$25	\$251	\$230
General Plan Cost Recovery	\$209	\$163	\$118	\$96	\$643	\$642
Total Processing Fees	\$4,335	\$3,734	\$3,133	\$1,620	\$14,361	\$14,325
Existing and Proposed Development Impact Fees						
Transportation Impact Fee [2]	\$15,499	\$15,499	\$13,639	\$10,849	\$124,036	\$123,824
Quimby Fee	\$8,420	\$8,420	\$5,794	\$5,794	\$0	\$0
Neighborhood Greens Fee	\$1,204	\$1,204	\$829	\$629	\$0	\$0
Park Renovation Fee [3]	\$1,000	\$1,000	\$1,000	\$750	\$0	\$0
Community Facilities Fee (CFF) Program [3]						
Library	\$578	\$578	\$578	\$452	n/a	n/a
Other Facilities	\$2,822	\$2,822	\$2,822	\$2,205	\$4,691	\$4,683
Total CFF Program	\$3,400	\$3,400	\$3,400	\$2,657	\$4,691	\$4,683
Subtotal Existing Fees	\$29,523	\$29,523	\$24,662	\$20,679	\$128,727	\$128,507
Total City Fees	\$33,858	\$33,257	\$27,794	\$22,299	\$143,088	\$142,832

Table 19-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Fees per Residential Unit or Nonresidential Acre [1]

Item	Low Density	Medium Density	Compact Density	High Density	Village Center	Regional Town Center
School Fees		<i>Per Unit</i>			<i>Per Acre</i>	
Elk Grove USD School Impact Fee	\$12,142	\$9,340	\$6,538	\$5,604	\$5,564	\$5,554
Other/Special District Fees						
Water Fee Zone 40 [4]	\$13,823	\$13,823	\$10,484	\$10,484	\$12,951	\$9,886
Drainage Fee Zone 11A	\$2,913	\$2,139	\$1,458	\$689	\$19,777	\$19,777
County of Sacramento Transit Fee	\$175	\$175	\$175	\$356	\$8,400	\$8,386
SASD Sewer Fee	\$2,696	\$1,890	\$1,187	\$527	\$13,691	\$13,691
SRCS D Sewer Fee	\$4,032	\$4,032	\$4,032	\$3,024	\$4,399	\$4,391
SMFD Capital Fire Facilities Fee	\$1,456	\$1,120	\$784	\$900	\$8,182	\$8,168
SCTMFP (Measure A)	\$1,093	\$1,093	\$1,093	\$765	\$44,186	\$44,111
Total Other Fees	\$26,189	\$24,272	\$19,213	\$16,744	\$111,586	\$108,409
Total Fees per Unit/Acre	\$72,189	\$66,869	\$53,545	\$44,647	\$260,238	\$256,795
SunCreek Special Financing District Fees (portion) [5]						
On-Site Roadways (Portion) [6]	\$0	\$0	\$0	\$0	\$0	\$0
Sewer (Portion) [6]	\$510	\$510	\$510	\$383	\$557	\$556
Potable Water (Portion) [6]	\$83	\$83	\$62	\$62	\$333	\$333
Nonpotable Water (Portion) [6]	\$519	\$519	\$390	\$390	\$2,078	\$2,078
Regional Water (Portion) [6]	\$88	\$88	\$66	\$66	\$352	\$352
Storm Drainage (Portion) [6]	\$2,034	\$1,783	\$1,568	\$695	\$301	\$301
Special Financing District Formation (Portion) [7]	\$115	\$81	\$51	\$23	\$585	\$585
Total SunCreek Special Financing District Fees	\$3,351	\$3,065	\$2,647	\$1,619	\$4,207	\$4,206
Total Infrastructure Burden	\$75,539	\$69,934	\$56,192	\$46,266	\$264,444	\$261,000

Table 19-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Estimated Fees per Residential Unit or Nonresidential Acre [1]

Item	Low Density	Medium Density	Compact Density	High Density	Village Center	Regional Town Center
Other Costs						
	<i>Per Unit</i>			<i>Per Acre</i>		
SunCreek Special Financing District Fees (portion) [8]						
On-Site Roadways (Portion) [6]	\$909	\$909	\$800	\$637	\$12,005	\$11,984
Sewer (Portion) [6]	\$153	\$153	\$153	\$115	\$167	\$167
Potable Water (Portion) [6]	\$0	\$0	\$0	\$0	\$0	\$0
Nonpotable Water (Portion) [6]	\$43	\$43	\$32	\$32	\$173	\$173
Regional Water (Portion) [6]	\$0	\$0	\$0	\$0	\$0	\$0
Storm Drainage (Portion) [6]	\$344	\$302	\$265	\$118	\$51	\$51
Wetland Mitigation for Backbone Infrastructure	\$1,845	\$1,293	\$812	\$360	\$9,370	\$9,370
Park Corridors and Trails	\$1,267	\$1,267	\$872	\$661	\$0	\$0
Wetland Preserve Buffer	\$466	\$326	\$205	\$91	\$2,364	\$2,364
Special Financing District Formation (Portion) [7]	\$179	\$126	\$79	\$35	\$909	\$909
Subtotal SunCreek Special Financing District Fees	\$5,206	\$4,419	\$3,219	\$2,049	\$25,039	\$25,018
Affordable Housing In Lieu Fee	\$1,460	\$1,460	\$1,460	\$1,460	\$0	\$0
Land Equalization	Varies	Varies	Varies	Varies	Varies	Varies
Subtotal Other Costs	\$6,666	\$5,879	\$4,679	\$3,509	\$25,039	\$25,018

"fees"

Source: City of Rancho Cordova; Sacramento County; Reed Construction Data, 2004; and EPS.

- [1] Low density and medium density residential are all assumed to be detached units. Compact density residential is assumed to be single-family attached. High density residential is assumed to be multifamily attached.
- [2] Assumes the reduced transportation fee adopted in January 2013.
- [3] Assumes the updated fee effective April 2013. Includes administration. Village Center and Regional Town Center calculated using commercial rates.
- [4] Retail water connection assumes two 2-inch meters, one for domestic use and one for irrigation.
- [5] Will reflect estimated fee per unit for SunCreek Special Financing District to fund infrastructure costs not funded by existing programs or mechanisms. Financing mechanism may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge. Amount will be included if Plan Area Fee is identified as an appropriate funding mechanism to fund gap.
- [6] To the extent that an improvement is partially reimbursable from a public agency, it is included in the SunCreek SFD infrastructure cost burden. All improvements that are not eligible for a reimbursement from a public agency are shown in the other cost category.
- [7] The special financing district formation cost is allocated to the SunCreek infrastructure cost burden and the other cost category based on the percentage of the total SunCreek SFD fees allocated to each category.
- [8] Reflects those costs that would otherwise be a private development cost, but are included in the SunCreek SFD fee program to equalize costs between owners.

Table 19-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Backbone Infrastructure Cost as a % of Sales Price - Residential Market Rate Units (2013\$)

Item	Low Density	Medium Density	Compact Density	High Density	Total All Units
Assumptions					
Unit Square Feet	2,600	2,000	1,400	1,200	
Number of Units	911	2,329	504	1,149	4,893
Finished Unit Selling Price [1]	\$445,000	\$345,000	\$275,000	\$250,000	
City/County/School Fees	<i>Fees current as of July 2013</i>				
City Processing Fees	\$4,335	\$3,734	\$3,133	\$1,620	\$16,085,665
City Development Impact Fees	\$29,523	\$29,523	\$24,662	\$20,679	\$131,843,721
Likely Proposed Additional Fees	\$0	\$0	\$0	\$0	\$0
School Fees	\$12,142	\$9,340	\$6,538	\$5,604	\$42,548,370
Other Fees	\$26,189	\$24,272	\$19,213	\$16,744	\$109,310,148
Total City/County/School Fees	\$72,189	\$66,869	\$53,545	\$44,647	\$299,787,905
SunCreek Special District Fees (portion) [2]	\$3,351	\$3,065	\$2,647	\$1,619	\$13,384,636
Total Estimated Bond Debt [3]	\$0	\$0	\$0	\$0	\$0
Less Fee Credit	\$0	\$0	\$0	\$0	\$0
TOTAL COST BURDEN	\$75,539	\$69,934	\$56,192	\$46,266	\$313,172,540
Infrastructure Cost as % of Unit Sales Price	17.0%	20.3%	20.4%	18.5%	

"cost_burden"

Source: City of Rancho Cordova; Sacramento County; and EPS.

[1] Data based on values used in the Cordova Hills Financing Plan.

[2] Will reflect estimated fee per unit for SunCreek Special Financing District to fund infrastructure costs not funded by existing programs or mechanisms. Financing mechanism may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge. Amount will be included if Plan Area Fee is identified as an appropriate funding mechanism to fund gap. To the extent that an improvement is partially reimbursable from a public agency, it is included in the SunCreek SFD infrastructure cost burden. All improvements that are not eligible for a reimbursement from a public agency are not included in the cost burden. Excludes land equalization costs.

[3] Assumes any bond debt would be associated with an offsetting fee credit; neither amount has been estimated at this point.



APPENDICES:

- Appendix A: SunCreek Specific Plan
Guiding Principles
- Appendix B: Public Agency Fee Revenue
Calculations
- Appendix C: Guiding Principles for Funding
Backbone Infrastructure
- Appendix D: Proposed Reimbursement of Required
Off-Site Roadway Frontage
Improvements
- Appendix E: Proposed SunCreek Land Equalization
Program
- Appendix F: Preliminary Cost Estimate: Proposed
Project Backbone Infrastructure,
prepared by MacKay & Soms
- Appendix G: Infrastructure Phasing Plan for the
SunCreek Specific Plan,
prepared by MacKay & Soms
- Appendix H: Preliminary Cost Estimate: Phase I
Proposed Project Backbone
Infrastructure,
prepared by MacKay & Soms

APPENDIX A:
SunCreek Specific Plan Guiding Principles



Appendix A

SunCreek Specific Plan

SunCreek Specific Plan Guiding Principles

These Guiding Principles define the “rules” regarding the funding and construction of infrastructure and the phasing of development in the SCSP. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the SCSP shall be consistent with, and the Conditions of Approval shall include the following policies:

Responsibility for Infrastructure Funding

Development within the SCSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. The Development Agreements or Conditions of Approval will detail the amounts over and above the developer’s fair share that will be reimbursed or credited after subsequent developers pay their fair share of the full costs of infrastructure. The Financing Plan, Development Agreement and Tentative Map Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

Timing of Infrastructure Funding

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

General Timing—Offsite and Onsite Infrastructure

Both on-site (in the SCSP area) and off-site (outside the physical boundaries of the Specific Plan area) public facilities and infrastructure improvements shall be installed to meet projected development demands in accordance with the City’s and/or other agency infrastructure requirements and policies, unless otherwise modified by subsequent entitlement approvals.

Linking Requirements to General Plan

Before building permit issuance in the SCSP, infrastructure required of a specific project shall be constructed to the satisfaction of the City Engineer, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by subsequent entitlement approvals.

Refinement of Onsite Infrastructure

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

Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan provides minimum SCSP offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with SCSP onsite capital improvement requirements, unless otherwise modified by subsequent entitlement approvals.

Offsite Core Infrastructure Timing

The Phasing Plan and Financing Plan will identify offsite infrastructure timing requirements.

Finance Mechanisms and Funding Availability

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

Forms of Dedication

All dedications shall be in a form approved by the City, including but not limited to grant deeds, easements, irrevocable offers of dedication, or other approved instruments. The type and form of the dedication shall be at the sole discretion of the City, or as otherwise provided for in the approval of small lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Right-of-Way and Easement Dedication

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

Park Dedications

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

Major Roadway Timing and Completeness

All required infrastructure for a development phase, including onsite and offsite roadways, shall be substantially complete to the satisfaction of the City Engineer prior to the issuance of building permits in that phase. Prior to occupancy all streets and improvements shown on the phasing plan shall be completed to the satisfaction of the City Engineer. The Development Agreement and Financing Plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City Engineer prior to approval of each tentative map.

These improvements shall include the full section from curb to curb, streetlights, sidewalks, median landscaping, parkway landscaping and other roadside appurtenances. At the City's discretion, phasing of lanes on arterial roadway roadways may be implemented through provision of wider interim medians that will provide space for future lanes. In addition, at the City's discretion, certain roadside elements could be phased with construction of adjacent development.

Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map. A detailed agreement on requirements and timing for the tentative map-phasing plan will be finalized prior to the approval of small lot tentative maps or large lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Logical Completion of Roadway Segments

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

Two Points of Access

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

Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment. Such improvements may allow for future phasing of additional travel lanes at the discretion of the City if traffic volumes and City transportation priorities do not warrant full construction at the time of development.

Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their ultimate configuration unless otherwise approved by the City. If the City determines that phasing of an intersection is appropriate, the phased construction shall accommodate the ultimate intersection design. Where an intersection will be signalized, the new signal shall be installed during construction of the intersection unless otherwise approved by the City.

Ultimate Utility Installation

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

Interim Improvement Alternatives

The phasing of infrastructure improvements depicted in the Infrastructure Phasing Plan, particularly sewer and water infrastructure improvements, may not be the most cost efficient and/or effective manner in which to phase the improvements to service each phase of a project. The City Engineer may consider interim infrastructure improvements if the applicant is able to demonstrate the viability and cost effectiveness of phasing infrastructure improvements. This agreement will occur prior to approval of tentative subdivision maps.

Operations and Maintenance Financing

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

Police CFD for Residential Projects

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

Road Maintenance CFD

All properties shall be included in a Benefit Assessment District or Community Facilities District that provides additional ongoing street maintenance revenues prior to approval of final maps or prior to building permits for projects that do not require an associated final map.

APPENDIX B:

Public Agency Fee Revenue Calculations

Table B-1 Projected Sacramento County and City of Rancho Cordova
Fee Revenues from SunCreek at Buildout



Table B-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Existing Sacramento County and City of Rancho Cordova Projected Fee Revenues from SunCreek at Buildout (2013\$)

Item	District/ Zone	Total Revenues	Existing Rancho Cordova, Sacramento County and Other Fees by Land Use Type					
			Residential				Nonresidential	
			Low Density	Medium Density	Compact Density	High Density	VC	Town Center
Assumptions								
Residential Units			911	2,329	504	1,149		
Nonresidential Acres							22.0	58.4
Sq. Ft. per Residential Unit			2,600	2,000	1,400	1,200		
Citywide Transportation Development Impact Fee	City	\$79,516,437	\$14,119,589	\$36,097,171	\$6,874,056	\$12,465,501	\$2,728,800	\$7,231,320
Set-Aside Portion		\$40,390,380	\$8,199,000	\$20,961,000	\$3,991,680	\$7,238,700	\$0	\$0
Remaining		\$39,126,057	\$5,920,589	\$15,136,171	\$2,882,376	\$5,226,801	\$2,728,800	\$7,231,320
County of Sacramento Transit Fee	County	\$1,738,764	\$159,425	\$407,575	\$88,200	\$409,044	\$184,800	\$489,720
Sacramento Transportation Authority (Measure A)	County	\$8,520,992	\$996,124	\$2,546,622	\$551,094	\$878,985	\$972,101	\$2,576,067
County of Sacramento Water Impact Fee	Zone 40	\$62,978,396	\$12,592,753	\$32,193,767	\$5,283,810	\$12,045,829	\$284,918	\$577,319
Rancho Cordova CFF Program	City							
Library		\$2,683,380	\$526,558	\$1,346,162	\$291,312	\$519,348	N/A	N/A
Other Facilities [1]		\$16,159,173	\$3,097,400	\$7,918,600	\$1,713,600	\$3,052,893	\$103,200	\$273,480
Subtotal Rancho Cordova CFF Program	City	\$18,842,553	\$3,623,958	\$9,264,762	\$2,004,912	\$3,572,241	\$103,200	\$273,480
Sacramento County Drainage Fee	Zone 11A	\$10,751,626	\$2,654,106	\$4,981,321	\$734,684	\$791,443	\$435,094	\$1,154,977
Elk Grove Unified School District Fee	EGUSD	\$42,995,130	\$11,061,362	\$21,752,860	\$3,295,152	\$6,438,996	\$122,400	\$324,360
SASD Sewer Fee	SASD	\$9,161,606	\$2,455,892	\$4,401,657	\$598,297	\$605,005	\$301,202	\$799,554
SRCSO Sewer Fee	SRCSO	\$18,923,587	\$3,673,152	\$9,390,528	\$2,032,128	\$3,474,576	\$96,768	\$256,435
SMFD Capital Fire Facilities Fee	SMFD	\$6,021,132	\$1,326,416	\$2,608,480	\$395,136	\$1,034,100	\$180,000	\$477,000
Total Existing Development Impact Fees by Land Use Type		\$259,450,223	\$52,662,777	\$123,644,742	\$21,857,469	\$41,715,720	\$5,409,283	\$14,160,233

"buildout_rev"

Source: SunCreek Owners Group; County of Sacramento; City of Rancho Cordova; and EPS.

READER'S NOTE: Existing City, County and Special Financing District Development Impact Fees shown do not include all current and proposed fees. Only fees that will be used for project-related infrastructure and public facilities are included.

[1] Includes City Hall, Police, Community Center, Corporation Yard, Museum, Parking Structure, Animal Services, Telecommunications & Computer Systems, and Records Management System.

APPENDIX C:
Guiding Principles for Funding
Backbone Infrastructure



Appendix C
SunCreek Specific Plan
Guiding Principles for Funding Backbone Road Infrastructure

Core Backbone Road Infrastructure

The City has identified the following core backbone infrastructure improvements as necessary to support the next 10,000 residential EDUs in the new development area east of Sunrise Blvd. The estimated costs of these improvements are approximately \$150 million. A dedicated revenue stream in the form of a set aside from the development impact fee is intended to partially fund the core improvements.

- Zinfandel Complex Improvements
- Sunrise Boulevard Widening from Kiefer Blvd. to Jackson Hwy including intersection improvements at Jackson Hwy
- White Rock Road Widening from Sunrise Blvd. to Rancho Cordova Pkwy including intersection improvements
- Rancho Cordova Parkway Interchange and Rancho Cordova Parkway Extension to White Rock Road
- Douglas Road Widening from Sunrise Blvd. to Zinfandel Drive including bridge widening over the Folsom South Canal and completion of intersection improvements at Sunrise Blvd.

Infrastructure Funding Approach for Core Backbone

For development within the SunCreek Specific Plan (SCSP), a portion of the City's Transportation Development Impact Fee (TDIF) on residential units will be set aside to establish a dedicated revenue source to help fund the core backbone road improvements. The set aside amount will be \$9,000 per residential EDU and does not apply to nonresidential development. Single-family uses are assigned 1 EDU per unit and Multifamily land uses are assigned EDUs based on their relative impact compared to a single family unit. Therefore, the multifamily EDU factor will be less than a single-family unit.

If applied uniformly to the next 10,000 residential EDUs in the new development area, the set aside fund would generate approximately \$90 million (today's dollars) to be spent towards the major core infrastructure. New development in SunCreek will not have a condition to build the off-site core backbone improvements nor have a threshold which prevents development from occurring.

The City will maintain flexibility and full discretion on the prioritization, timing, and phasing of the improvements and to modify the list of backbone improvements to substitute or add other improvements that are identified to meet level of service requirements or to improve traffic circulation in the City. Such modifications shall not increase the set aside amount. The City also has full discretion to utilize the monies generated to leverage funding opportunities for transportation improvements.

Onsite Improvements

Fee Program eligible onsite improvements that developer may be required to construct through the phasing plan for the project will be fully creditable towards the remaining portion of the TDIF after the set aside has been allocated for the core backbone infrastructure. Onsite core backbone improvements (if any) would be eligible for credit from the set aside portion of the TDIF. To the extent that improvement costs exceed available credits, the developer will be eligible for reimbursements from future TDIF revenues (from either the remaining portion of the TDIF or the set aside portion thereof, as applicable).

Off-site Improvements

Should the City require that the developer construct off-site improvements which are included in the TDIF Program or any other off-site roadway improvements (including road improvements to the centerline of any

roadway adjacent to property across from, but not included in the Specific Plan), those facilities shall be fully creditable against the set aside portion of the TDIF. Again, to the extent that off-site improvement costs exceed available credits (i.e. credits that can be applied against the fee obligation for the development requiring such improvements), the developer will be eligible for reimbursement from future TDIF set aside revenues.

Administration

The initial set aside of \$9,000 per residential EDU would inflate at the same inflation rate and methodology as the Transportation Development Impact Fee (TDIF). The City will be responsible for managing the set aside funding and delivering the core backbone infrastructure improvements.

The set aside will automatically sunset when full funding for the Rancho Cordova Parkway / Highway 50 interchange or an alternative approved by the City has been secured.

DRAFT

APPENDIX D:

Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements



Appendix D

SunCreek Specific Plan

Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements

September 29, 2013

Summary

1. Roadway Frontage Improvements are a developer responsibility and are not funded through the City roadway CIP fee. "Frontage Improvements" are defined as the outside traffic lane, curb, gutter, sidewalk, bike lane, required landscaping, joint utilities trench, street lighting and associated local water, sewer and drainage utilities.
2. The SunCreek Specific Plan (SCSP) includes six (6) separate property ownerships (DA Properties – Exhibit A to this Appendix D), each of which will have its own Development Agreement. Each DA Property will be responsible for the Frontage Improvements located on its property.
3. Depending on the phasing of the SCSP, the City may require a developing property to construct off-site Frontage Improvements that would otherwise be the responsibility of another DA Property.
4. The purpose of this Appendix D is to provide reimbursement for such off-site Frontage Improvements at the time that they would otherwise be required to be installed by the benefited property owner, to the extent such Frontage Improvements are not otherwise creditable or reimbursable through a plan area or other fee program.

Identification of Required Off-Site Roadway Frontage Improvements

1. Each of the six (6) DA Properties will enter into its own Development Agreement (DA) with the City.
2. The DA's will require approval of a Tentative Subdivision Map for the entire DA Property prior to development and/or approval of any final maps (with the possible exception of the Smith Dunmore property).
3. Each DA will also require approval of a "Tentative Map Phasing Plan" ("TMPP") along with the Tentative Subdivision Map for each DA Property.
4. The TMPP for each DA Property will identify the infrastructure improvements required for development of each phase (future final map) of the Tentative Subdivision Map, including any required on-site and off-site Frontage Improvements.

5. The DA for the Smith Dunmore property will include a provision to comply with the Financing Plan (FP) and require the same improvements that would otherwise be required through a TMPP to ensure that the required infrastructure is provided for development of the property and that any appropriate reimbursements under this Appendix D are paid prior to or upon sale or transfer of said property, or any portion thereof, to a public or quasi-public agency.

Eligible Frontage Improvements

1. Frontage Improvements located on or immediately adjacent to the DA Property which is applying for the Tentative Subdivision Map are considered on-site and are not subject to reimbursement under the FP. Cost sharing, if any, between subsequent portions or phases of a DA Property shall be pursuant to separate private agreement and shall not be administered by the City.
2. Dedication (on demand) of the required right of way, including land for associated utilities and detention is required as provided in the DA. Accordingly, land costs for right of way will not be reimbursed through the FP.
3. Reimbursement under this Appendix D is limited to required off-site Frontage Improvements that would otherwise be the responsibility of another DA Property. Eligible costs include:
 - a. Actual hard costs for all improvements required by the City in conjunction with the construction of off-site Frontage Improvements, including utilities and detention, that are not otherwise reimbursed by the City CIP or other fee programs. The covered improvements will be specified in the Frontage Reimbursement Agreement (described below). Unit costs are subject to verification by the City relative to similar unit costs for project development.
 - b. A soft cost allowance equal to 20% of the approved hard costs of construction to cover engineering, design, inspection and project management.
 - c. A cost of construction adjustment, based on the City's CCI Index used by the City to adjust its Transportation Development Impact Fee, from completion of the Frontage Improvements to payment of the reimbursement.

Frontage Reimbursement Agreement

1. City will enter into a reimbursement agreement with the developer who is required to construct eligible off-site Frontage Improvements.
2. The City will collect the reimbursement from the appropriate DA Property owner prior to approval of the first final map for which the improvement would otherwise be a required on-site Frontage Improvement pursuant to the TMPP.
3. Each DA Property owner will agree to be bound by these reimbursement obligations in their DA.



APPENDIX E:
Proposed SunCreek Land Equalization Program

Table E-1 Total Land Acquisition Over/(Under) Dedication by
Property Owner E-7

Table E-2 Pro Rata Reimbursement Distribution E-8

Table E-3 Park Land Equalization Calculations E-9

Table E-4 Park Corridor, Detention Basin, and Sewer Pump
Station Land Equalization E-10

Table E-5 Affordable Housing Land Equalization E-11

Table E-6 Wetland Preserve and Wetland Buffer Land Equalization E-12

Appendix E

Proposed SunCreek Land Equalization Program

10/18/13 Draft Outline

I. Summary:

1. The SunCreek Specific Plan (SCSP) includes 6 separate property ownerships (DA Properties), each of which will have its own Development Agreement.
2. The SCSP requires dedication of a significant amount of land for public uses that benefit the entire SCSP and is not equitably distributed between DA Properties. These are lands that the City requires to be dedicated and therefore are not being acquired by the City or others.
3. In order to spread the burden of required public land dedications in a more equitable manner between DA properties, the Development Agreements and Finance Plan will require participation in a Land Equalization Fee ("LEF") Program through which over-dedicating DA Properties will be fairly compensated by under-dedicating DA Properties.
4. Over-and-under-dedication will be calculated on an acreage basis for each of the 6 DA Properties based upon the land uses identified in the SCSP.
5. Under dedicating DA Properties will pay fees based on the number of under-dedicated acres multiplied by the per-acre Land Value (as described in Section IV below) established at the time of fee payment. The fee obligation for an under dedicating DA Property will be paid at recordation of Final Maps, and will be allocated to the Final Maps within the DA Property at the time of approval of a Tentative Map Phasing Plan (TMPP) based on relative "Net Developable Acreage" (defined as gross acreage, less all parks and other public lands, and less any and all school, public and quasi-public sites within the DA Property).
6. The established Land Value will be based upon the appraised value of developable low density single family land in the plan area as described in Section IV below. The established Land Value will be adjusted annually.
7. The value of over dedicated land will not be determined at the time of dedication. Rather, the value for the over dedicated land used to establish the required LEF will be based on the established Land Value at the time fees are paid by under-dedicating DA Properties. Fees collected from under-dedicating DA Properties will be distributed pro-rata to the over-dedicating DA Properties on an acreage basis, so that the fee paid for 1 acre of under dedication will compensate for 1 acre of over dedication. As a result, the compensation for over dedicated acres will reflect a blended Land Value from the fees that are collected over time.
8. The Land Equalization fee will be collected, distributed and otherwise administered by the City, subject to an appropriate administration fee (the "Administrative Fee"). The Administration Fee shall be shared by and allocated to the six (6) DA Properties. An implementation manual will be developed by

the DA property owners and approved by the City before approval of the first Tentative Subdivision Map with appropriate forms, tables and exhibits to help with administration.

9. The Administrative Fee component of the LEF shall fund the cost of administration of the LEF, which shall be borne by all properties within the SCSP (both over and under dedicating properties). To initiate the funding for this Program, the City may require the DA Properties to collectively advance \$20,000 as initial seed money for the Program. The implementation manual will describe how the administrative fee component of the LEF will be allocated between the DA properties.

II. Fee Categories

1. There are two distinct land dedication components of the LEF (each, a “Dedication Component”) that are calculated, paid and distributed separately.
 - a. Parks – including community parks, neighborhood parks and neighborhood greens.
 - b. Other public lands – including dedicated affordable housing sites, detention basins, park corridors, a sewer lift station site and wetland preserves and buffers. Wetland preserves buffers and the storm water canal are included at 50% of acreage.
2. In addition to and separate from the two Dedication Components of the LEF, the LEF shall include an Administrative Fee component payable by all DA Properties (over and under dedicating), shared on the basis of relative Net Gross Acreage.

III. Calculation of Over and Under Dedication

1. The fair share calculation method for each type of land dedication is established in the Finance Plan, the Appendix E and Development Agreement.
 - a. Fair share of parks and neighborhood greens is based on population (persons per household).
 - b. Fair share of wetland preserves, wetland buffers, and storm water canal is based on the relative wetland acreage on each DA property. Wetland preserves and buffers are included at 50% of acreage from each DA Property.
 - c. Fair share of affordable housing land dedication is based on share of housing units on each DA Property.
 - d. Fair share of park corridors, detention basins and the sewer lift station are based on the relative share of Net Gross Acres for each DA Property.
 - e. Schools and Public/Quasi-Public sites (with the exception of a 0.4 acre sewer lift station) are not included because the land will be acquired and/or reimbursed through other fee programs.
2. Fair shares of land dedications for each land category are calculated for each of the 6 DA Properties.
3. The calculated fair shares are then compared to the land uses identified in the SCSP for each of the 6 DA Properties to determine the number of acres over or under dedicated for each of the two Dedication Components of the LEF identified above (see attached table).
4. The calculated over and under-dedication for each of the 6 DA Properties will be reflected in tables attached to the Development Agreements and the Finance Plan (the “Land Equalization Tables”). These

Land Equalization Tables will form the basis for the Land Equalization Fee. The Tables may be amended as provided herein without amending the Development Agreements.

5. In order to ensure that over-dedicating DA Properties are fairly compensated, under-dedicating DA Properties may not reduce their required fee payment through voluntary increases in land dedication. Furthermore, the Land Equalization Tables shall not be amended on the basis of changes in planned or actual densities of development for parcels planned for private uses within a DA Property.
6. However, the Land Equalization Tables shall be subject to adjustments if one or more of the sites included in the land dedication calculations (such as a school site, affordable housing parcel or wetlands preserve area) within a DA Property is increased or decreased by more than 2 acres due to land use changes (i) caused or required by any wetlands permitting, or (ii) which convert a site from its dedicated use (such as school or affordable housing use) to other non-public uses (and such dedicated use is not otherwise relocated within the DA Property).
7. If such modifications to the Land Equalization Tables result in an overpayment (due to a reduction in assumed dedicated land that supported an earlier payment to an over dedicating property) or additional required payment (due to a reduction in assumed dedicated land that increases an under dedicating property's obligation), the City shall require that overpayment to be refunded or the additional payment be made, as applicable.

IV. Land Value Calculation

1. An appraisal will be conducted prior to the first fee payment and annually thereafter. Appraisal updates may be used in the City's discretion, provided that any landowner in the SCSP area may require an annual appraisal if said landowner funds the cost thereof.
2. The established Land Value will be calculated based on a three-year rolling average of the appraisals in order to take out some of the volatility.
3. The appraisal will be based upon low density residential (LDR) value for development-ready land with rough grade, Frontage Improvements, utilities and any necessary wetlands permits and mitigation (same as the assumed underlying zoning and improvements for valuing school sites).
4. The cost of the annual appraisal and/or update shall be funded by the administrative portion of the LEF to be paid upon recordation of final maps within the DA Properties, subject to any initial advance funding from the participating owners that may be required by the City as described above.

V. Fee Payment

1. A Tentative Map will be approved for each DA Property (as a whole) prior to development.
2. A TMPP will be required with the approval of the Tentative Map for each DA Property. The TMPP shall identify how development of the Tentative Map will be phased through adoption of Final Maps, as well as the required infrastructure for each Final Map.
3. For under-dedicating DA Properties, the TMPP will allocate Land Equalization responsibility to future Final Maps based on the Net Developable Acreage for each final map as a percentage share of the total Net Developable Acreage within the under-dedicating DA Property. "Net Developable Acreage" is gross

acres less all parks and other public lands included in the calculation of the LEF, less schools and other public or quasi-public sites. The allocation will be in terms of acres of under-dedication.

4. Payment of the LEF will be due prior to approval of each final map. The dedication components of the fee will be calculated by multiplying the number of acres under-dedicated (as shown in Table E-1) times the Net Developable Acres for each final map as a percentage share of the total Net Developable Acreage within the under dedicating DA Property (from Table E-1) times the established Land Value for the current year. Examples are set forth below.
5. Special Development Agreement provisions for the Smith/Dunmore Property will be necessary to ensure that the necessary payments of the LEF, including the administrative component thereof, are made, since a Tentative or Final Map may not be otherwise required.

VI. Land Dedication

1. Land dedications will be required and enforceable through the DA (language and exhibit). The required dedications will be subject to modification in the limited circumstances described above.
2. The owners of over dedicating DA Properties will be eligible for reimbursement as soon as the dedications are provided. Reimbursement is not tied to acceptance of the dedicated property or installation of improvements associated with the dedicated land.
3. The necessary improvements associated with dedicated land (consisting of Frontage Improvements, rough grade, utilities, wetlands permits and mitigation) will be assured through the TMPP and conditions of approval. Special Development Agreement provisions for the Smith/Dunmore Property will be necessary to ensure that the necessary improvements, permits and mitigation are provided, since a Tentative Map may not be otherwise required.
4. A dedicating owner's right to reimbursement for an over dedicating DA Property, and any obligation to install improvements associated with dedicated lands not otherwise addressed by the TMPP and conditions of approval for such DA Property, shall be addressed by a land dedication agreement to be entered into between the City and such dedicating owner. The form of such dedication agreement shall be included as part of the Implementation Manual.

VII. Distribution of Fee Payments

1. The Components of the LEF will be collected by the City from under dedicating DA Properties with each Final Map based on the then current established Land Value.
2. Fees collected for a Dedication Component of the LEF will be distributed to the dedicating owners of the over dedicating DA Properties for such Dedication Component on a pro-rata basis as they are paid, and shall remain personal to such dedicating owners. Distribution will be quarterly.
3. The timing of reimbursement and the established Land Value are tied to fee payment, not the timing of the IOD or the improvement or acceptance of the dedication.
4. An owner of over dedicating DA Property is not eligible for reimbursement until it has an executed Development Agreement for such Property with the Land Equalization provisions and has delivered the required IOD's to the City. The dedication components paid by under dedicating DA Properties will be

distributed on a pro-rata basis to the eligible dedicating owners of the applicable over-dedicating DA Properties. Once an ineligible owner of over dedicating DA Property becomes eligible, the pro-rata shares will be adjusted to include the additional eligible dedicating owner. Future distributions will be based on the pro-rata shares with all eligible dedicating owners of over dedicating DA Properties included, until such time as the other dedicating owners of over dedicating DA Properties have been fully compensated.

Example 1:

1. Fees for the under-dedication of parks and other public uses are calculated and paid at each final map and distributed to the over-dedicating owners as two separate fees. The administrative component of the LEF is collected at each final map for all properties and retained by the City to fund the administration of the Fee Program.
2. According to the attached spreadsheet, Shalako is an under dedicating property for parks (7.4 acres) and an over dedicating property for other public uses.
3. The approval of the Shalako Tentative Map will require a TMPP.
4. Assume that the Shalako TMPP shows 4 phases (future final maps) and that the first phase is 25% of the net developable acreage of the Shalako property.
5. With the first final map, Shalako would pay the park land Dedication Component of the LEF based on 25% of 7.4 acres times the established Land Value, plus the Administrative Fee component of the LEF based on the Net Developable Acres within such map. If the established Land Value was \$200,000 per acre, Shalako would pay \$370,000 ($7.4 \times 25\% \times 200,000$) at the time of recordation of the first final map allocable to its under dedication of parks, plus its administrative component of the LEF. Shalako would not pay the LEF for other public uses because its DA Property is an over- dedicating property as to this category.
6. The \$370,000 would be distributed to the over-dedicating properties for parks on a pro-rata basis. According to the attached Land Equalization Table for parks, Smith/Dunmore is over dedicating by 17.4 acres, Investek by 1.0 acres and Callahan by 1.6 acres. The percentage shares would be 86.955% to Smith/Dunmore, 4.983% to Investek and 8.062% to Callahan. So Smith/Dunmore would be reimbursed \$321,800, Investek \$18,400, and Callahan \$29,800 (rounded to the nearest \$100) from the Shalako payment.
7. If Callahan is not then a participating owner, it would not be eligible to receive any share of reimbursements until it becomes a participating owner with an executed Development Agreement for its Property and with IOD's provided for its over dedicating property. If Callahan were not then eligible, the percentage shares of the Shalako payment would be divided 94.565% to Smith/Dunmore and 5.435% to Investek.

Example 2:

1. Smith/Dunmore is an over-dedicating property for parks and an under-dedicating property for other public uses (5.7 acres).

2. As an over-dedicating property for parks, Smith/Dunmore would not pay the park land Dedication Component of the LEF. However, as an under dedicating property for other public uses, it would pay the other public land Dedication Component and the Administrative Fee component of the LEF.
3. The Smith/Dunmore Development Agreement will require payment of the other public land Dedication Component and Administrative Fee component of the LEF prior to sale or transfer of the high school site to a public entity, and also require payment of its share of the \$20,000.00 administrative advance if and when required by the City.
4. Assume that the established Land Value had risen to \$300,000 at the time of such proposed sale or transfer. Smith/Dunmore would pay \$1,710,000 ($5.7 \times 300,000$) upon sale or transfer of the high school site to a public entity, together with its administrative component of the LEF.
5. The \$1.71 million would be paid to over-dedicating properties for other public land on a pro-rata basis. According to the attached Table E-2, Shalako is over-dedicating for other public land by 7.9 acres, Investek by 7.2 acres and Sierra Sunrise by 1.6 acres. Accordingly, the percentage shares would be 47.3% to Shalako, 43.1% to Investek and 9.6% to Sierra Sunrise. So, Shalako would be reimbursed \$808,830, Investek \$737,010 and Sierra Sunrise \$164,160 (rounding to the nearest \$100) from the Smith/Dunmore payment.

Table E-1
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Total Land Acquisition Over/(Under) Dedication by Property Owner

Landowner	Park Land Equalization	All Other Land Equalization			Total
		Park Corridors, Detention Basin, Sewer Pump Station	Affordable Housing	Wetland Preserve and Buffer (Adjusted) [1]	
	[2]			[3]	
Table Reference	Table E-3	Table E-4	Table E-5	Table E-6	
	----- Acres -----				
Callahan	1.6	(1.7)	(1.1)	0.3	(2.5)
Jaeger Ranch (Investek)	1.0	(3.0)	0.3	9.9	7.2
Shalako	(7.4)	2.6	1.0	4.2	7.9
Grantline 220	(5.3)	(0.2)	1.3	(9.4)	(8.4)
Smith Dunmore	17.4	(0.7)	0.0	(5.0)	(5.7)
Sierra Sunrise	(7.4)	3.0	(1.4)	0.0	1.6
Total	0.0	0.0	0.0	0.0	0.0

"over_under_total"

[1] Includes wetland preserve and buffer and the storm water canal.

[2] Includes Community Park, Neighborhood Parks, and Neighborhood Greens.

[3] Adjusted to reflect 50 percent valuation of wetland preserve and buffer total acreage by reducing total over/under dedication by 50 percent for each property.

Table E-2
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Pro Rata Reimbursement Distribution

Landowner	Park Land Equalization				All Other Land Equalization	
	Callahan Non-Participant		Callahan Participant		Overdedicated Acres	% Share of Reimbursements
	Overdedicated Acres	% Share of Reimbursements	Overdedicated Acres	% Share of Reimbursements		
Callahan	0.0	0.0%	1.6	8.0%	0.0	0.0%
Jaeger Ranch (Investek)	1.0	5.4%	1.0	5.0%	7.2	43.1%
Shalako	0.0	0.0%	0.0	0.0%	7.9	47.3%
Grantline 220	0.0	0.0%	0.0	0.0%	0.0	0.0%
Smith Dunmore	17.4	94.6%	17.4	87.0%	0.0	0.0%
Sierra Sunrise	0.0	0.0%	0.0	0.0%	1.6	9.6%
Total	18.4	100.0%	20.0	100.0%	16.7	100.0%

"pro rata"

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Table E-3
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Land Equalization Calculations

Landowner	Residential Units					Estimated Population	% of Total Population	Park Acres Required	Acres Provided				Over/Under Acres
	Single-Family		CDR	Multifamily	Community Parks				Neighborhood Parks	Neighborhood Green	Total		
	LDR	MDR		HDR								Total	
								[2]					
Formula	A	B	C	D	E = A + B + C + D	F	G = F / 74.1 acres	H	I	J	K	L = I + J + K	M = L - H
Persons per Household [1]	2.95	2.95	2.03	1.54									
Callahan	0	500	0	307	807	1,948	16%	11.7	11.3	0.0	2.0	13.3	1.6
Jaeger Ranch (Investek)	162	592	153	140	1,047	2,750	22%	16.5	15.7	0.0	1.8	17.5	1.0
Shalako	304	324	218	237	1,083	2,660	22%	16.0	0.0	8.1	0.5	8.6	(7.4)
Grantline 220	133	442	0	335	910	2,212	18%	13.3	0.0	4.9	3.1	8.0	(5.3)
Smith/Dunmore	0	0	0	0	0	0	0%	0.0	17.4	0.0	0.0	17.4	17.4
Sierra Sunrise	312	471	133	130	1,046	2,780	23%	16.7	0.5	4.0	4.8	9.3	(7.4)
Total	911	2,329	504	1,149	4,893	12,351	100%	74.1	44.9	17.0	12.2	74.1	0.0

Source: David Wade and Associates.

"pop"

[1] Persons per household provided by David Wade and Associates.

[2] Based on the total community park, neighborhood park, and neighborhood green park acreage provided (distributed based on each landowners share of total population). Total acres required derived based on total 6 park acres required per 1,000 residents.

Table E-4
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Park Corridor, Detention Basin, and Sewer Pump Station Land Equalization

Landowner	Gross Acres	Wetland Preserve Acres	Wetland Buffer Acres	Storm Water Canal	Net Developable Acres	% of Total Developable Acres	Park Corridor, Detention Basin, Sewer Pump Station Acres Required	Acres Provided				Over/ (Under) Acres
								Park Corridor	Detention Basin	Sewer Pump Station	Total	
					[1]		[2]					
Formula	A	B	C	D	E = A + B + C + D	F = E / 1,009.5 acres	G = F * 60.9 acres	H	I	J	K = H + I + J	L = K - G
Callahan	160.4	(24.8)	(4.9)	0.0	130.7	12.9%	7.9	0.0	6.2	0.0	6.2	(1.7)
Jaeger Ranch (Investek)	240.2	(40.1)	(18.2)	0.0	181.9	18.0%	11.0	0.0	8.0	0.0	8.0	(3.0)
Shalako	321.4	(79.6)	(11.7)	0.0	230.1	22.8%	13.9	2.9	13.2	0.4	16.5	2.6
Grantline 220	220.7	0.0	0.0	(5.0)	215.7	21.4%	13.0	1.5	11.3	0.0	12.8	(0.2)
Smith Dunmore	80.1	(10.5)	(1.1)	0.0	68.5	6.8%	4.1	0.0	3.4	0.0	3.4	(0.7)
Sierra Sunrise	242.4	(50.1)	(9.7)	0.0	182.6	18.1%	11.0	2.6	11.4	0.0	14.0	3.0
Total	1,265.2	(205.1)	(45.6)	(5.0)	1,009.5	100.0%	60.9	7.0	53.5	0.4	60.9	0.0

"dev_acres"

Source: David Wade and Associates.

[1] Reflects gross acres less wetland preserve and buffer acres.

[2] Includes the following acreages by land use:

Park Corridors	7.0	
Detention Basin	53.5	
Sewer Pump Station	0.4	(Located on Shalako site)
Total	60.9	

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Table E-5
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Affordable Housing Land Equalization

Landowner	Residential Units				Total	% of Total Units	Affordable Housing Acres Required	Affordable Housing Acres Provided	Over/ (Under) Acres
	Single-Family		CDR	Multifamil					
	LDR	MDR		HDR					
								[1]	
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E = A + B + C + D</i>	<i>F = E / 4,893 units</i>	<i>G</i>	<i>H</i>	<i>I = H - G</i>
Callahan	0	500	0	307	807	16.49%	1.1	0.0	-1.1
Jaeger Ranch (Investek)	162	592	153	140	1,047	21.40%	1.4	1.7	0.3
Shalako	304	324	218	237	1,083	22.13%	1.5	2.5	1.0
Grantline 220	133	442	0	335	910	18.60%	1.2	2.5	1.3
Smith/Dunmore	0	0	0	0	0	0.00%	0.0	0.0	0.0
Sierra Sunrise	312	471	133	130	1,046	21.38%	1.4	0.0	-1.4
Total	911	2,329	504	1,149	4,893	100.00%	6.7	6.7	0.0

Source: Wade & Associates and SunCreek Owner's Group.

[1] Acres and location based on draft Affordable Housing Plan.

"ah"

Table E-6
SunCreek Specific Plan
Infrastructure and Public Facilities Financing Plan
Wetland Preserve, Wetland Buffer, and Storm Water Canal Land Equalization

Landowner	Wetland Acres	% of Total Wetland Acres	Wetland Preserve, Wetland Buffer, and Storm Water Canal Acres Required	Acres Provided				Over/ (Under) Acres	Adjusted Over/ (Under) Acres
				Wetland Preserve	Wetland Buffer	Storm Water Canal	Total		
	[1]								[2]
<i>Formula</i>	<i>A</i>	<i>B = A / 42.5 acres</i>	<i>C = B * 255.7 acres</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G = D + E + F</i>	<i>H = G - C</i>	<i>I = H / 2</i>
Callahan	4.8	11%	29.1	24.8	4.9	0.0	29.7	0.6	0.3
Jaeger Ranch (Investek)	6.4	15%	38.6	40.1	18.2	0.0	58.3	19.7	9.9
Shalako	13.8	32%	82.8	79.6	11.7	0.0	91.3	8.5	4.2
Grantline 220	4.0	9%	23.8	0.0	0.0	5.0	5.0	(18.8)	(9.4)
Smith Dunmore	3.6	8%	21.6	10.5	1.1	0.0	11.6	(10.0)	(5.0)
Sierra Sunrise	9.9	23%	59.8	50.1	9.7	0.0	59.8	0.1	0.0
Total	42.5	100%	255.7	205.1	45.6	5.0	255.7	0.0	0.0

"W"

Source: ECORP Consulting and SunCreek Owners' Group.

[1] Includes all wetlands onsite, whether covered by project permit or backbone permit.

[2] Adjusted by 50 percent to reflect 50 percent valuation of wetland preserves and buffers total acreage.

APPENDIX F:

Preliminary Cost Estimate:
Proposed Project Backbone Infrastructure,
prepared by MacKay & Soms



PRELIMINARY
COST ESTIMATE

SUNCREEK PLAN AREA SPECIFIC PLAN

Proposed Project
Backbone Infrastructure

Rancho Cordova, California

October 7, 2013

MACKEY & SOMPS
CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA (916) 929-6092

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

NOTES

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. MacKay & Soms makes no warranty, either expressed or implied, as to the accuracy of this estimate.

2. This estimate does not consider the following:

- a. Cost associated with environmental (wetland) mitigations or biological surveys
- b. Phased construction or out-of-regular-sequence construction
- c. Costs associated with ground water or inclement weather conditions
- d. Financial Charges
- e. Bonds
- f. Land costs, acquisition of right of way, easements, and/or rights of entry
- g. Assessments from assessment, lighting & landscaping, Mello-Roos districts or the like

3. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.

4. The "cash flow" situation may be different than the fees, credits, and reimbursements itemized in this estimate.

5. Interim improvements may be required depending on development timing of individual units.

6. Cost for unsuitable material removal is not included in this estimate.

7. Costs are preliminary and subject to change upon more detailed design and analysis.

8. Cost for rock excavation is not included in this estimate.

9. Cost for Rough Grade Excavation is based on an estimated excavation volume which is calculated by assuming an average excavation depth of 2-feet across the roadways segment clear and grub limits.

10. Grade-separated crossings of major roadways are included in this estimate and it is presumed that they will be added to the City's CIP. Estimated cost to provide grade separated trail crossings are taken from MacKay & Soms Technical Memorandum No. 9, dated Sept. 28, 2010. Trail grade separation costs used in this estimate are the Technical Memorandum No. 9 raw construction cost as follows:

- a) Kiefer Blvd. & Rancho Cordova Parkway (East-West & North-South Undercrossing): \$4,320,000.
- b) Americanos Blvd. (Southern Undercrossing): \$2,040,000.
- c) Americano Blvd. (Northern Undercrossing): \$1,100,000.
- d) Chrysanthy Blvd. Overcrossing: \$900,000.

11. Cost for construction and financing the Florin Road/Sunrise Blvd. Water Supply Pipeline, North Service Area Water Supply Pipeline, Sunrise Blvd./Douglas Road Water Supply Pipeline, the SunCreek Groundwater System, The Sunrise-Douglas Storage Tanks and Booster Pump Station, and the Raw Water Pipeline Conversion are not included in this estimate. It is assumed that these improvements will be constructed by Zone 40 or others and paid for by standard SCWA Zone 40/41 water connection fees. (Note: SCWA Staff estimates the cost of the Raw Water Pipeline Conversion project at \$10.4 million, but the Agency has only \$7.4 million available at this time to fund the project. If additional financing for the pipeline conversion project can't be secured in a timely fashion, the Agency will opt to construct the next well in the Excelissor Well Field to meet near term water demands in the NSA, in lieu of undertaking the pipeline conversion project at this time.)

12. This estimate reflects certain system changes in the Zone 40 potable and non-potable water systems requested by SCWA on December 14, 2012 (system modifications to delete certain transmission pipelines and modify the proposed valving). Therefore, this cost estimate does not reflect the water system as depicted in the Master Water Study prepared by SCWA for the SunCreek project.

13. This estimate reflects certain changes that SASD made to the proposed Sewer Master Plan for the project as a part of SASD's Sewer System Capacity Plan 2010 Update approved by the Board of Directors of SASD on January 11, 2012. Specifically, the Sewer System Capacity Plan 2010 Update revised the sewer system serving SunCreek to replace the sewer interceptor that was proposed to run transversely through the project in favor of a trunk sewer line, and associated changes in pump stations, force mains and appurtenances.

14. This estimate assumes that Grantline Road improvements along the project boundary will be constructed by the City CIP Program and that only the Chrysanthy Blvd/Grantline Road interim intersection improvements, a city CIP funded improvement, will be built by the SunCreek Specific Plan.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

CONSTRUCTION COST ESTIMATE SUMMARY

A. PLAN AREA ROADWAY IMPROVEMENTS (On-Site)	\$5,045,400
B. OFF-SITE ROADWAY IMPROVEMENTS	\$0
C. STORM DRAIN IMPROVEMENTS	\$10,866,000
D. SEWER IMPROVEMENTS	\$3,088,800
E. WATER IMPROVEMENTS	\$3,524,187
F. PARK CORRIDORS AND TRAILS SYSTEM IMPROVEMENTS	\$4,253,000
G. WETLAND PRESERVE IMPROVEMENTS	\$1,582,000
TOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COST	\$28,359,387
USE	\$28,359,400

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

CONSTRUCTION COSTS

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Sec</u>	<u>Unit Cost</u>	<u>Total Amount</u>
A. MAJOR ROADS (On-Site)					
1. Rancho Cordova Parkway					
a. Northern Project Limit to Kiefer Boulevard	5,280	I.f.	A	\$620.00	\$3,273,600
a1. SunCreek Box Culvert Extension	80	I.f.		\$1,000.00	\$80,000
a2. Traffic Signal - North Campus Boulevard (CIP)	1	ea.		\$400,000	\$400,000
a3. Traffic Signal - Central Park Drive (Plan Area Fee)	1	ea.		\$400,000	\$400,000
a4. Bike/Pedestrian Undercrossing	1	ea.		\$4,320,000	\$4,320,000
b. Kiefer Boulevard to Southern Project Limit	2,650	I.f.	B	\$670.00	\$1,775,500
b1. Traffic Signal - Kiefer Boulevard (CIP)	1	ea.		\$400,000	\$400,000
b2. Traffic Signal - Minor Road Intersection (Plan Area Fee)	1	ea.		\$400,000	\$400,000
2. Kiefer Boulevard					
a. Sunrise Boulevard to 1,650-ft west of Rancho Cordova Parkway	3,730	I.f.	C	\$600.00	\$2,238,000
a1. SunCreek Box Culvert Extension	50	I.f.		\$1,000.00	\$50,000
a2. Traffic Signal Modification - Sunrise Boulevard (CIP)	1	ea.		\$400,000	\$400,000
a3. Traffic Signal - VC Land Use Loop Road Intersection (Plan Area Fee)	1	ea.		\$400,000	\$400,000
b. 1,650-ft west of Rancho Cordova Parkway to Rancho Cordova Pkwy	1,670	I.f.	D	\$600.00	\$1,002,000
c. Rancho Cordova Parkway to Americanos Boulevard	3,950	I.f.	E	\$600.00	\$2,370,000
c1. Traffic Signal - Investek North-South Access Rd. (Plan Area Fee)	1	ea.		\$400,000	\$400,000
d. Americanos Boulevard to Eastern Project Limit	680	I.f.	E	\$600.00	\$408,000
d1. Traffic Signal - Americanos Boulevard (CIP)	1	ea.		\$400,000	\$400,000
3. Americanos Boulevard					
a. Kiefer Boulevard to Central Park Drive	2,300	I.f.	F	\$950.00	\$2,185,000
b. Central Park Drive to High School Access Road	1,150	I.f.	G	\$1,080.00	\$1,242,000
b1. Traffic Signal - Central Park Drive (Plan Area Fee)	1	ea.		\$400,000	\$400,000
b2. SunCreek Con-Span Arch Culvert	1	ea.		\$1,500,000	\$1,500,000
b3. Bike/Pedestrian Undercrossing (South)	1	ea.		\$2,040,000	\$2,040,000
c. High School Access Road to North Campus Drive	2,250	I.f.	H	\$980.00	\$2,205,000
d. North Campus Drive to 820-ft north of North Campus Drive	820	I.f.	G	\$1,080.00	\$885,600
d1. Traffic Signal - North Campus Drive (CIP)	1	ea.		\$400,000	\$400,000
d2. Bike/Pedestrian Undercrossing (North)	1	ea.		\$1,100,000	\$1,100,000
e. 820-ft north of North Campus Drive to Chrysanthy Boulevard	1,640	I.f.	F	\$950.00	\$1,558,000
e1. Traffic Signal - Chrysanthy Boulevard (CIP)	1	ea.		\$400,000	\$400,000
4. Chrysanthy Boulevard					
a. Western Project Limit to Grant Line Road	5,290	I.f.	I	\$610.00	\$3,226,900
a1. Bike/Pedestrian Overcrossing	1	ea.		\$900,000	\$900,000
a2. Traffic Signal - LTC Access Road (Plan Area Fee)	1	ea.		\$400,000	\$400,000
a3. Laguna Creek Tributary Bridge	1	ea.		\$1,500,000	\$1,500,000
a4. Traffic Signal - Grant Line Road (CIP)	1	ea.		\$400,000	\$400,000
5. Grant Line Road					
a. Interim Intersection Improvements (CIP)	1	ea.		\$300,000	\$300,000

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6. Sunrise Boulevard

a. Kiefer Boulevard to 990-ft south of Kiefer Boulevard	990 l.f.	K	\$600.00	\$594,000
a1. Box Culvert Extension	30 l.f.		\$1,000.00	\$30,000
b. 990-ft south of Kiefer Boulevard to Southern Project Limit	1,630 l.f.	L	\$620.00	\$1,010,600
b1. Traffic Signal - VC Land Use Loop Road Intersection (Plan Area Fee)	1 ea.		\$400,000	\$400,000

7. North Campus Drive

a. Rancho Cordova Parkway to 1,180-ft. east of West Park Drive	2,520 l.f.	M	\$1,020.00	\$2,570,400
a1. Traffic Signal - West Park Drive (Plan Area Fee)	1 ea.		\$400,000	\$400,000
b. 1,180-ft. east of West Park Drive to 550-ft. west of Americanos Drive	3,260 l.f.	N	\$690.00	\$2,249,400
c. 550-ft. west of Americanos Drive to Americanos Drive	540 l.f.	M	\$1,020.00	\$550,800

8. West Park Drive

a. North Campus Drive to Central Park Drive	1,990 l.f.	O	\$920.00	\$1,830,800
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9. Central Park Drive

a. Rancho Cordova Parkway to West Park Drive	1,820 l.f.	P	\$830.00	\$1,510,600
b. West Park Drive to 530-ft east of West Park Drive	530 l.f.	Q	\$770.00	\$408,100
c. 530-ft east of West Park Drive to 750-ft west of Americanos Blvd.	860 l.f.	R	\$890.00	\$765,400
c1. SunCreek Con-Span Arch Culvert	1 ea.		\$1,500,000	\$1,500,000
d. 750-ft west of Americanos Blvd. to Americanos Drive	770 l.f.	S	\$830.00	<u>\$639,100</u>

Major Roads (Raw Construction Cost) Subtotal **\$53,818,800**

Contingency (20%) **\$10,763,800**

Engineering/Plan Check/Inspection (15%) **\$8,072,900**

SUBTOTAL MAJOR ROADS \$72,655,500

Preliminary Cost Estimate
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B. CREDITS/REIMBURSEMENTS (From the City CIP)
1. Rancho Cordova Parkway

a. Northern Project Limit to Kiefer Boulevard	5,280 LF	AA	\$180	\$950,000
a1. SunCreek Box Culvert Extension	80 LF		\$1,000	\$80,000
a2. Traffic Signal - North Campus Boulevard (CIP)	1 EA		\$400,000	\$400,000
a4. Bike/Pedestrian Undercrossing	1 EA		\$4,320,000	\$4,320,000
b. Kiefer Boulevard to Southern Project Limit	2,650 LF	BB	\$140	\$371,000
b1. Traffic Signal - Kiefer Boulevard (CIP)	1 EA		\$400,000	\$400,000

2. Kiefer Boulevard

a. Sunrise Boulevard to 1,650-ft west of Rancho Cordova Parkway	3,730 l.f.	CC	\$180.00	\$671,400
a1. SunCreek Box Culvert Extension	50 l.f.		\$1,000.00	\$50,000
a2. Traffic Signal Modification - Sunrise Boulevard (CIP)	1 ea.		\$400,000	\$400,000
b. 1,650-ft west of Rancho Cordova Parkway to Rancho Cordova Pkwy	1,670 l.f.	DD	\$180.00	\$300,600
c. Rancho Cordova Parkway to Americanos Boulevard	3,950 l.f.	EE	\$130.00	\$513,500
d. Americanos Boulevard to Eastern Project Limit	680 l.f.	EE	\$130.00	\$88,400
d1. Traffic Signal - Americanos Boulevard (CIP)	1 ea.		\$400,000	\$400,000

3. Americanos Boulevard

a. Kiefer Boulevard to Central Park Drive	2,300 l.f.	FF	\$260.00	\$598,000
b. Central Park Drive to High School Access Road	1,150 l.f.	GG	\$260.00	\$299,000
b2. SunCreek Con-Span Arch Culvert	1 ea.		\$1,500,000	\$1,500,000
b3. Bike/Pedestrian Undercrossing (South)	1 ea.		\$2,040,000	\$2,040,000
c. High School Access Road to North Campus Drive	2,250 l.f.	HH	\$260.00	\$585,000
d. North Campus Drive to 820-ft north of North Campus Drive	820 l.f.	GG	\$260.00	\$213,200
d1. Traffic Signal - North Campus Drive (CIP)	1 ea.		\$400,000	\$400,000
d2. Bike/Pedestrian Undercrossing (North)	1 ea.		\$1,100,000	\$1,100,000
e. 820-ft north of North Campus Drive to Chrysanthy Boulevard	1,640 l.f.	FF	\$260.00	\$426,400
e1. Traffic Signal - Chrysanthy Boulevard (CIP)	1 ea.		\$400,000	\$400,000

4. Chrysanthy Boulevard

a. Western Project Limit to Grant Line Road	5,290 l.f.	II	\$130.00	\$687,700
a1. Bike/Pedestrian Overcrossing	1 ea.		\$900,000	\$900,000
a3. Laguna Creek Tributary Bridge	1 ea.		\$1,500,000	\$1,500,000
a4. Traffic Signal - Grant Line Road (CIP)	1 ea.		\$400,000	\$400,000

5. Grant Line Road

a. Interim Intersection Improvements (CIP)	1 ea.		\$300,000	\$300,000
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Preliminary Cost Estimate
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6. Sunrise Boulevard

a. Kiefer Boulevard to 990-ft south of Kiefer Boulevard	990 l.f.	KK	\$190.00	\$188,100
a1. Box Culvert Extension	30 l.f.		\$1,000.00	\$30,000
b. 990-ft south of Kiefer Boulevard to Southern Project Limit	1,630 l.f.	LL	\$190.00	\$309,700

7. North Campus Drive

a. Rancho Cordova Parkway to 1,180-ft. east of West Park Drive	2,520 l.f.	MM	\$260.00	\$655,200
b. 1,180-ft. east of West Park Drive to 550-ft. west of Americanos Drive	3,260 l.f.	NN	\$130.00	\$423,800
c. 550-ft. west of Americanos Drive to Americanos Drive	540 l.f.	MM	\$260.00	\$140,400

Subtotal Credits/Reimbursements \$22,041,400

Contingency (20%) \$4,408,300

Engineering/Plan Check/Inspection (15%) \$3,306,300

SUBTOTAL CREDITS/REIMBURSEMENTS **\$29,756,000**

C. PLAN AREA FEE - ROADWAY IMPROVEMENTS

1. Central Park Drive Median

a. Rancho Cordova Parkway to Americanos Drive	3,980 l.f.	PP	\$90.00	\$358,200
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2. West Park Drive Median

a. North Campus Drive to Central Park Drive	1,990 l.f.	QQ	\$90.00	\$179,100
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3. Traffic Signals

a. Rancho Cordova Pkwy at Central Park Drive (Plan Area Fee)	1 ea.		\$400,000	\$400,000
b. Rancho Cordova Pkwy at Minor Road Intersection (Plan Area Fee)	1 ea.		\$400,000	\$400,000
c. Kiefer Blvd. at VC Land Use Loop Road Intersection (Plan Area Fee)	1 ea.		\$400,000	\$400,000
d. Kiefer Blvd. at Investek North-South Access Rd. (Plan Area Fee)	1 ea.		\$400,000	\$400,000
e. Americanos Blvd. at Central Park Drive (Plan Area Fee)	1 ea.		\$400,000	\$400,000
f. Chrysanthy Blvd. at LTC Access Road (Plan Area Fee)	1 ea.		\$400,000	\$400,000
g. Sunrise Blvd. at VC Land Use Loop Road (Plan Area Fee)	1 ea.		\$400,000	\$400,000
h. North Campus Drive at West Park Drive (Plan Area Fee)	1 ea.		\$400,000	\$400,000

Subtotal Plan Area Fee - Roadway Improvements \$3,737,300

Contingency (20%) \$747,500

Engineering/Plan Check/Inspection (15%) \$560,600

SUBTOTAL PLAN AREA FEE - ROADWAY IMPROVEMENTS **\$5,045,400**

MAJOR ROADS COST ESTIMATE SUMMARY

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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A. MAJOR ROADS	\$72,655,500
B. CREDITS/REIMBURSEMENTS (Assumed Fully Covered by City's CIP)	<u>\$29,756,000</u>
SUBTOTAL MAJOR ROADS	\$42,899,500
C. PLAN AREA FEE - ROADWAY IMPROVEMENTS	(\$5,045,400)
D. SUNCREEK PLAN AREA ROADWAY FRONTAGE IMPROVEMENTS (Financed by developer's)	\$37,854,100

Preliminary Cost Estimate
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CONSTRUCTION COSTS

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Sec</u>	<u>Unit Cost</u>	<u>Total Amount</u>
B. OFF-SITE ROADWAYS					
1. Rancho Cordova Parkway					
a. Chrysanthy Boulevard to Douglas Boulevard	2,220	l.f.	RR	\$497.00	\$1,103,340
a1. Traffic Signal	1	ea.		Included	\$0
a2. Intersection Legs (East and West)	2	ea.		\$350,000	\$700,000
a3. Intersection Legs (South)	1	ea.		Included	\$0
a4. Right-of-Way	10%			\$1,803,340	\$180,334
2. Kiefer Boulevard					
a. Eastern Project Limit to Grant Line Road	3,730	l.f.	SS	\$497.00	\$1,853,810
a1. Laguna Creek Bridge	6,720	d.s.f.		\$150.00	\$1,008,000
a2. Grant Line Road/ Kiefer Boulevard Intersection	1	ea.	TT	\$627,720	\$627,720
a3. Right-of-Way	10%			\$3,489,530	\$348,953
3. Jackson Road/Grant Line Road Intersection					
a. Jackson Road/Grant Line Road Intersection	1	ea.	UU	\$924,000	\$924,000
a1. Right-of-Way	10%			\$924,000	<u>\$92,400</u>
<i>Off-Site Roadways (Raw Construction Cost) Subtotal</i>					\$6,838,557
<i>Contingency (20%)</i>					\$1,367,800
<i>Engineering/Plan Check/Inspection (15%)</i>					<u>\$1,025,800</u>
SUBTOTAL OFF-SITE ROADWAYS					\$9,232,157

CREDITS/REIMBURSEMENTS (From the City CIP)

1. Rancho Cordova Parkway					
a. Chrysanthy Boulevard to Douglas Boulevard	2,220	l.f.	RR	\$497.00	\$1,103,340
a1. Traffic Signal	1	ea.		Included	\$0
a2. Intersection Legs (East and West)	2	ea.		\$350,000	\$700,000
a3. Intersection Legs (South)	1	ea.		Included	\$0
a4. Right-of-Way	10%			\$1,803,340	\$180,334
2. Kiefer Boulevard					
a. Eastern Project Limit to Grant Line Road	3,730	l.f.	SS	\$497.00	\$1,853,810
a1. Laguna Creek Bridge	6,720	d.s.f.		\$150.00	\$1,008,000
a2. Grant Line Road/ Kiefer Boulevard Intersection	1	ea.	TT	\$627,720	\$627,720
a3. Right-of-Way	10%			\$3,489,530	\$348,953
3. Jackson Road/Grant Line Road Intersection					
a. Jackson Road/Grant Line Road Intersection	1	ea.	UU	\$924,000	\$924,000
a1. Right-of-Way	10%			\$924,000	<u>\$92,400</u>
<i>Subtotal Credits/Reimbursements</i>					\$6,838,557
<i>Contingency (20%)</i>					\$1,367,800
<i>Engineering/Plan Check/Inspection (15%)</i>					<u>\$1,025,800</u>
SUBTOTAL CREDITS/REIMBURSEMENTS					\$9,232,157

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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OFF-SITE ROADWAYS COST ESTIMATE SUMMARY

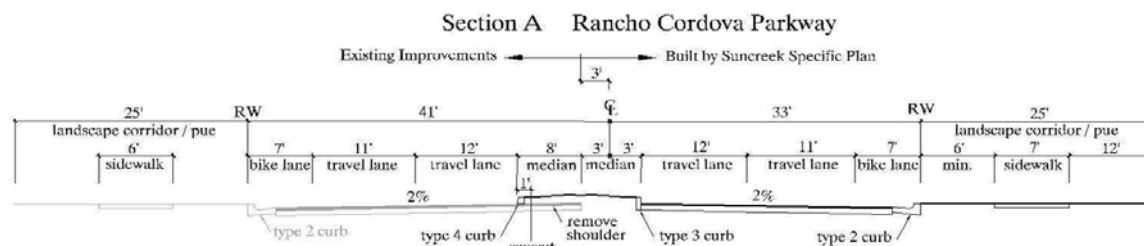
OFF-SITE ROADWAYS	\$9,232,157
CREDITS/REIMBURSEMENTS (Assumed Fully Covered by City's CIP)	<u>\$9,232,157</u>
SUBTOTAL OFF-SITE ROADWAYS	\$0

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Rancho Cordova Parkway
Major Arterial - Street Section A
(Half Section and Full Median)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	69	s.f.	\$0.10	\$6.90
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	5.1	c.y.	\$3.50	\$17.89
5	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
6	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
7	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
8	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
9	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
10	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
11	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
12	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
13	Landscape Corridor Planting & Irrigation	18	s.f.	\$4.50	\$81.00
14	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
15	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
16	Erosion Control	69	s.f.	\$0.10	\$6.90
17	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
18	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
19	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
20	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
21	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
22	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$614.79
Use					\$620.00

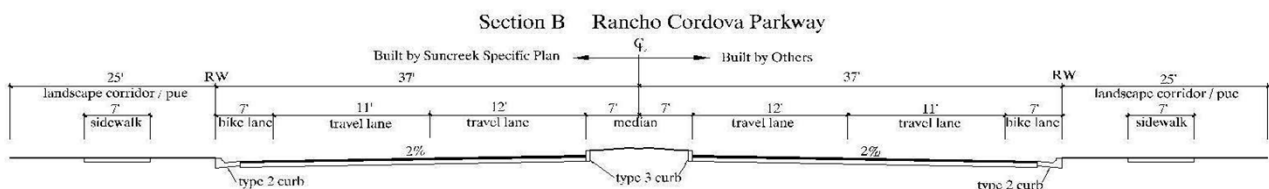


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Rancho Cordova Parkway
Major Arterial - Street Section B
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	62	s.f.	\$0.10	\$6.20
2	Rough Grade Excavation	4.6	c.y.	\$3.50	\$16.07
3	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
4	Subgrade Preparation	31	s.f.	\$0.12	\$3.72
5	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
6	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
7	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9.	Median Landscaping & Irrigation	7	s.f.	\$4.00	\$28.00
10.	Landscape Corridor Planting & Irrigation	18	s.f.	\$4.50	\$81.00
11.	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12.	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13.	Erosion Control	62	s.f.	\$0.10	\$6.20
14.	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15.	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16.	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17.	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
18.	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19.	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$669.07
Use					\$670.00



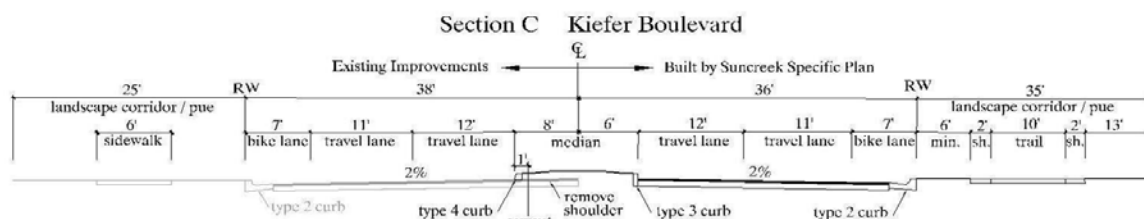
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section C
(Half Section and Full Median)

	ITEM	QUANTITY	UNIT	UNIT PRICE	PER FT COST
1	Clear and Grub	71	s.f.	\$0.10	\$7.10
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	5.3	c.y.	\$3.50	\$18.41
5	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
6	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
7	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
8	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
9	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
10	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
11	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
12	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
13	Landscape Corridor Planting & Irrigation	19	s.f.	\$4.50	\$85.50
14	3-5/8" Concrete Sidewalk	0	s.f.	\$4.00	\$0.00
15	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
16	Erosion Control	71	s.f.	\$0.10	\$7.10
17	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
18	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
19	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
20	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
21	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
22	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$592.21
Use					\$600.00

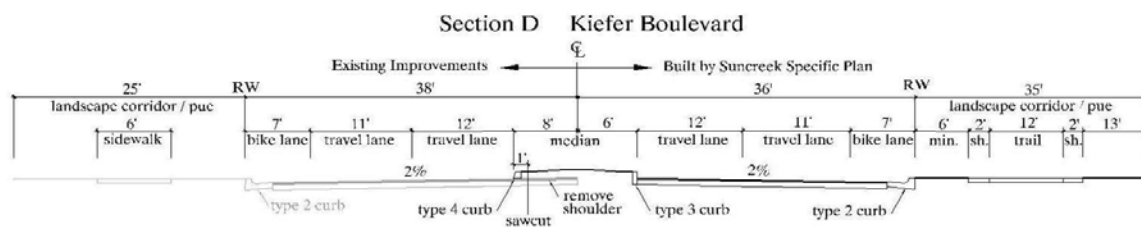


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section D
(Half Section and Full Median)

	ITEM	QUANTITY	UNIT	UNIT PRICE	PER FT COST
1	Clear and Grub	71	s.f.	\$0.10	\$7.10
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	5.3	c.y.	\$3.50	\$18.41
5	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
6	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
7	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
8	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
9	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
10	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
11	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
12	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
13	Landscape Corridor Planting & Irrigation	19	s.f.	\$4.50	\$85.50
14	3-5/8" Concrete Sidewalk	0	s.f.	\$4.00	\$0.00
15	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
16	Erosion Control	71	s.f.	\$0.10	\$7.10
17	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
18	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
19	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
20	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
21	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
22	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$592.21
Use					\$600.00



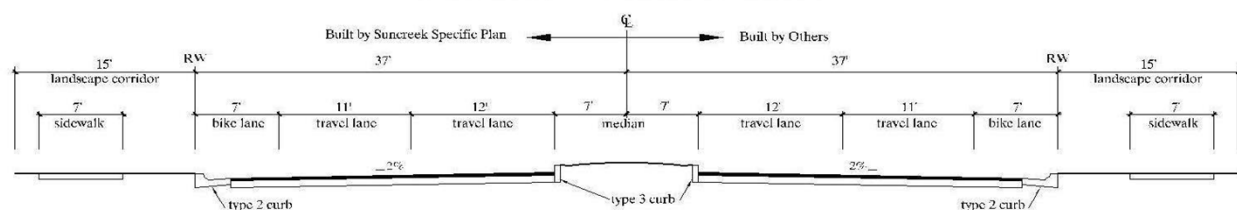
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section E
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	52	s.f.	\$0.10	\$5.20
2	Rough Grade Excavation	3.9	c.y.	\$3.50	\$13.48
3	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
4	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
5	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
6	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
7	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
10	Landscape Corridor Planting & Irrigation	8	s.f.	\$4.50	\$36.00
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	52	s.f.	\$0.10	\$5.20
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$594.98
Use					\$600.00

Section E Kiefer Boulevard

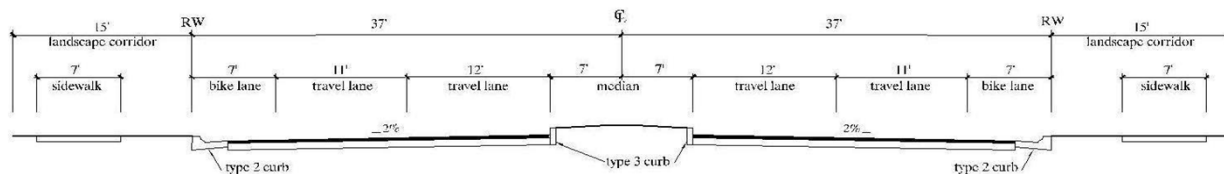


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section F
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	104	s.f.	\$0.10	\$10.40
2	Rough Grade Excavation	7.7	c.y.	\$3.50	\$26.96
3	Roadway Excavation	5.7	c.y.	\$5.00	\$28.50
4	Roadway Subgrade Preparation	61	s.f.	\$0.12	\$7.32
5	6" Asphalt Concrete Paving	54	s.f.	\$3.24	\$174.96
6	24" Aggregate Base	54	s.f.	\$2.70	\$145.80
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	16	s.f.	\$4.50	\$72.00
11	3-5/8" Concrete Sidewalk	14	s.f.	\$4.00	\$56.00
12	Signing & Striping (4-lanes)	4	l.f.	\$1.00	\$4.00
13	Erosion Control	104	s.f.	\$0.10	\$10.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$943.34
Use					\$950.00

Section F Americanos Boulevard

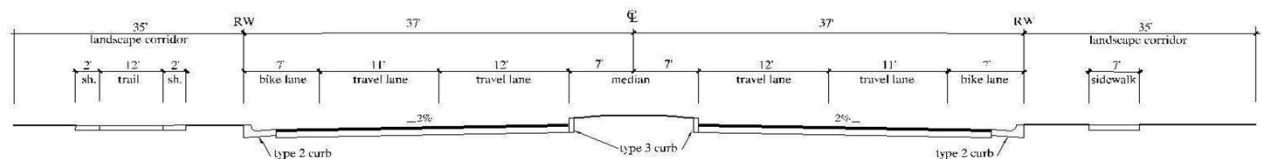


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section G
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	144	s.f.	\$0.10	\$14.40
2	Rough Grade Excavation	10.7	c.y.	\$3.50	\$37.33
3	Roadway Excavation	5.7	c.y.	\$5.00	\$28.50
4	Roadway Subgrade Preparation	61	s.f.	\$0.12	\$7.32
5	6" Asphalt Concrete Paving	54	s.f.	\$3.24	\$174.96
6	24" Aggregate Base	54	s.f.	\$2.70	\$145.80
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	47	s.f.	\$4.50	\$211.50
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (4-lanes)	4	l.f.	\$1.00	\$4.00
13	Erosion Control	144	s.f.	\$0.10	\$14.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$1,073.21
Use					\$1,080.00

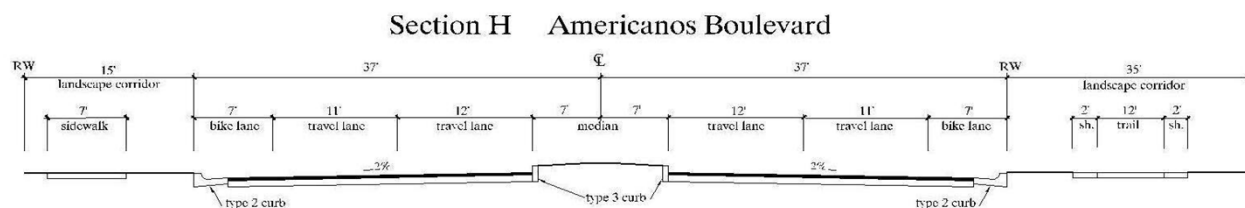
Section G Americanos Boulevard



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section H
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	124	s.f.	\$0.10	\$12.40
2	Rough Grade Excavation	9.2	c.y.	\$3.50	\$32.15
3	Roadway Excavation	5.7	c.y.	\$5.00	\$28.50
4	Roadway Subgrade Preparation	61	s.f.	\$0.12	\$7.32
5	6" Asphalt Concrete Paving	54	s.f.	\$3.24	\$174.96
6	24" Aggregate Base	54	s.f.	\$2.70	\$145.80
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	27	s.f.	\$4.50	\$121.50
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (4-lanes)	4	l.f.	\$1.00	\$4.00
13	Erosion Control	124	s.f.	\$0.10	\$12.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$974.03
Use					\$980.00

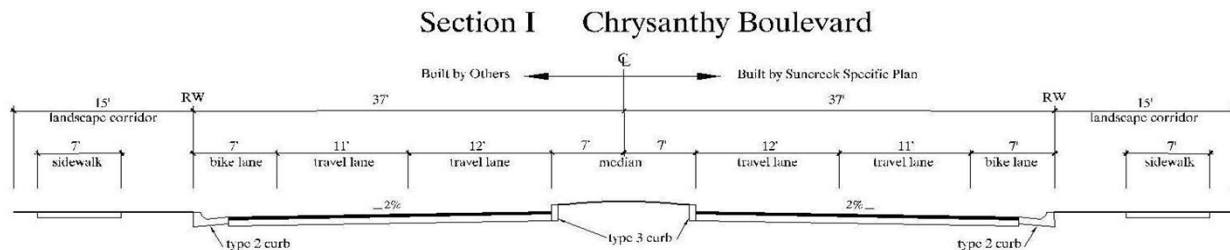


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Chrysanthy Boulevard
Minor Arterial - Street Section I
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	52	s.f.	\$0.10	\$5.20
2	Rough Grade Excavation	3.9	c.y.	\$3.50	\$13.48
3	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
4	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
5	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
6	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
7	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
10	Landscape Corridor Planting & Irrigation	8	s.f.	\$4.50	\$36.00
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	52	s.f.	\$0.10	\$5.20
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$609.98
Use					\$610.00



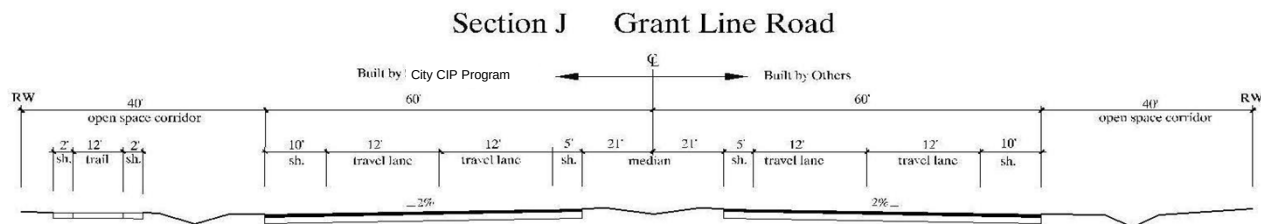
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Grant Line Road
Regional Connector-Street Section J
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	100	s.f.		\$0.00
2	Remove Existing Asphalt Concrete	22	s.f.		\$0.00
3	Rough Grade Excavation	7.4	c.y.		\$0.00
4	Roadside Ditch	1	l.f.		\$0.00
5	Roadway Excavation	3.7	c.y.		\$0.00
6	Roadway Subgrade Preparation	39	s.f.		\$0.00
7	6" Asphalt Concrete Paving	39	s.f.		\$0.00
8	24" Aggregate Base	39	s.f.		\$0.00
9	Median Landscaping & Irrigation	21.0	s.f.		\$0.00
10	Signing & Striping (2-lanes)	2	l.f.		\$0.00
11	Erosion Control	100	s.f.		\$0.00
12	Street Lights (Type A, 220' spacing, one side)	1	l.f.		\$0.00
13	Traffic Signal Interconnect	1	l.f.		\$0.00
14	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.		\$0.00
15	18" Storm Drainage Line (Incl. MH's and DI's)	0	l.f.		\$0.00
16	10" Sewer Line (Incl. MH's)	0	l.f.		\$0.00
Subtotal					\$0.00
Use					\$0.00

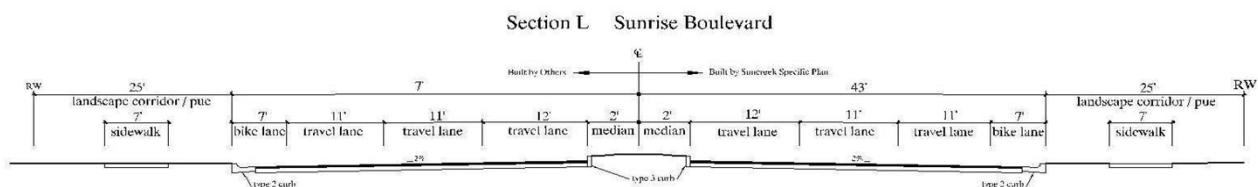


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section L
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub	68	s.f.	\$0.10	\$6.80
2.	Rough Grade Excavation	5.0	c.y.	\$3.50	\$17.63
3.	Roadway Excavation	3.7	c.y.	\$5.00	\$18.50
4.	Roadway Subgrade Preparation	39	s.f.	\$0.12	\$4.68
5.	6" Asphalt Concrete Paving	38	s.f.	\$3.24	\$123.12
6.	24" Aggregate Base	38	s.f.	\$2.70	\$102.60
7.	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9.	Median Landscaping & Irrigation	1.5	s.f.	\$4.00	\$6.00
10.	Landscape Corridor Planting & Irrigation	18	s.f.	\$4.50	\$81.00
11.	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12.	Signing & Striping (3-lanes)	3	l.f.	\$1.00	\$3.00
13.	Erosion Control	68	s.f.	\$0.10	\$6.80
14.	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15.	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16.	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17.	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
18.	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19.	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$618.63
Use					\$620.00



Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

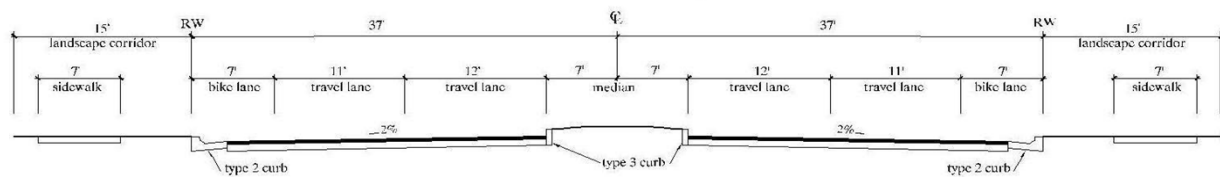
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
North Campus Drive
Minor Arterial-Street Section M
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	104	s.f.	\$0.10	\$10.40
2	Rough Grade Excavation	7.7	c.y.	\$3.50	\$26.96
3	Roadway Excavation	5.7	c.y.	\$5.00	\$28.50
4	Roadway Subgrade Preparation	61	s.f.	\$0.12	\$7.32
5	6" Asphalt Concrete Paving	54	s.f.	\$3.24	\$174.96
6	24" Aggregate Base	54	s.f.	\$2.70	\$145.80
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	16	s.f.	\$4.50	\$72.00
11	3-5/8" Concrete Sidewalk	14	s.f.	\$4.00	\$56.00
12	Signing & Striping (4-lanes)	4	l.f.	\$1.00	\$4.00
13	Erosion Control	104	s.f.	\$0.10	\$10.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$1,017.34
Use					\$1,020.00

Section M North Campus Drive



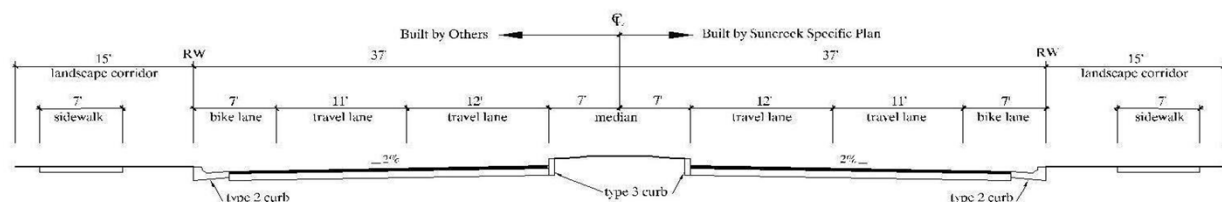
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
North Campus Drive
Minor Arterial-Street Section N
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	52	s.f.	\$0.10	\$5.20
2	Rough Grade Excavation	3.9	c.y.	\$3.50	\$13.48
3	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
4	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
5	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
6	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
7	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
10	Landscape Corridor Planting & Irrigation	8	s.f.	\$4.50	\$36.00
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	52	s.f.	\$0.10	\$5.20
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$683.98
Use					\$690.00

Section N North Campus Drive



Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

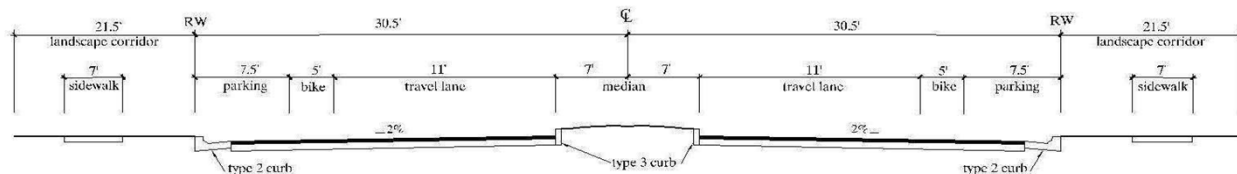
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
West Park Drive
Minor Arterial-Street Section O
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	104	s.f.	\$0.10	\$10.40
2	Rough Grade Excavation	7.7	c.y.	\$3.50	\$26.96
3	Roadway Excavation	4.5	c.y.	\$5.00	\$22.50
4	Roadway Subgrade Preparation	48	s.f.	\$0.12	\$5.76
5	4" Asphalt Concrete Paving	41	s.f.	\$2.16	\$88.56
6	18" Aggregate Base	41	s.f.	\$2.07	\$84.87
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	29	s.f.	\$4.50	\$130.50
11	3-5/8" Concrete Sidewalk	14	s.f.	\$4.00	\$56.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	104	s.f.	\$0.10	\$10.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	1	l.f.	\$95.00	\$95.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$918.95
Use					\$920.00

Section O West Park Drive



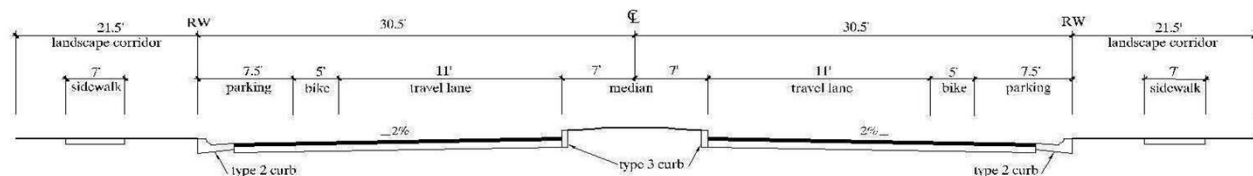
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Street-Street Section P
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	104	s.f.	\$0.10	\$10.40
2	Rough Grade Excavation	7.7	c.y.	\$3.50	\$26.96
3	Roadway Excavation	4.5	c.y.	\$5.00	\$22.50
4	Roadway Subgrade Preparation	48	s.f.	\$0.12	\$5.76
5	4" Asphalt Concrete Paving	41	s.f.	\$2.16	\$88.56
6	18" Aggregate Base	41	s.f.	\$2.07	\$84.87
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	29	s.f.	\$4.50	\$130.50
11	3-5/8" Concrete Sidewalk	14	s.f.	\$4.00	\$56.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	104	s.f.	\$0.10	\$10.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$823.95
Use					\$830.00

Section P Central Park Drive



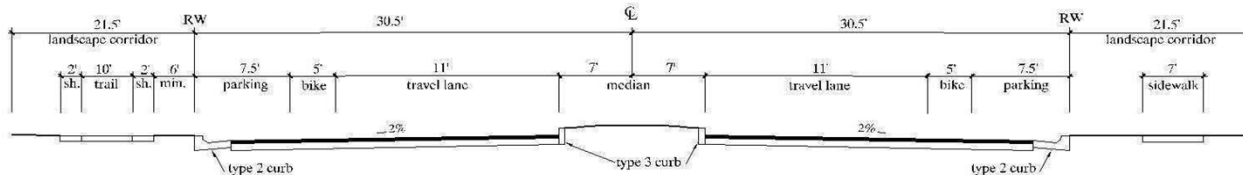
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Street-Street Section Q
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	104	s.f.	\$0.10	\$10.40
2	Rough Grade Excavation	7.7	c.y.	\$3.50	\$26.96
3	Roadway Excavation	4.5	c.y.	\$5.00	\$22.50
4	Roadway Subgrade Preparation	48	s.f.	\$0.12	\$5.76
5	4" Asphalt Concrete Paving	41	s.f.	\$2.16	\$88.56
6	18" Aggregate Base	41	s.f.	\$2.07	\$84.87
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	22	s.f.	\$4.50	\$99.00
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	104	s.f.	\$0.10	\$10.40
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$764.45
Use					\$770.00

Section Q Central Park Drive

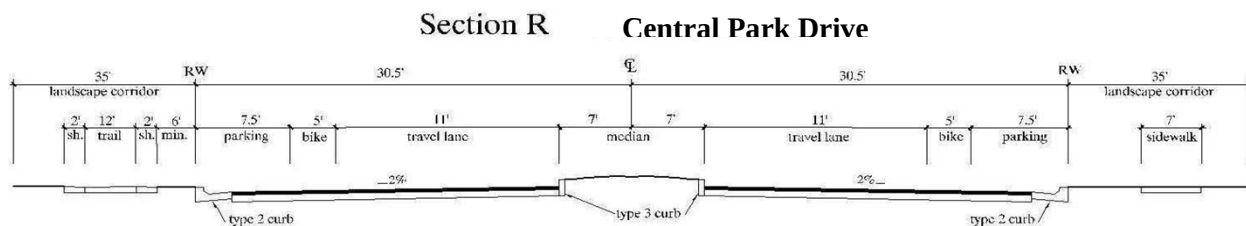


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Street-Street Section R
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	131	s.f.	\$0.10	\$13.10
2	Rough Grade Excavation	9.7	c.y.	\$3.50	\$33.96
3	Roadway Excavation	4.5	c.y.	\$5.00	\$22.50
4	Roadway Subgrade Preparation	48	s.f.	\$0.12	\$5.76
5	4" Asphalt Concrete Paving	41	s.f.	\$2.16	\$88.56
6	18" Aggregate Base	41	s.f.	\$2.07	\$84.87
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	47	s.f.	\$4.50	\$211.50
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	131	s.f.	\$0.10	\$13.10
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$889.35
Use					\$890.00



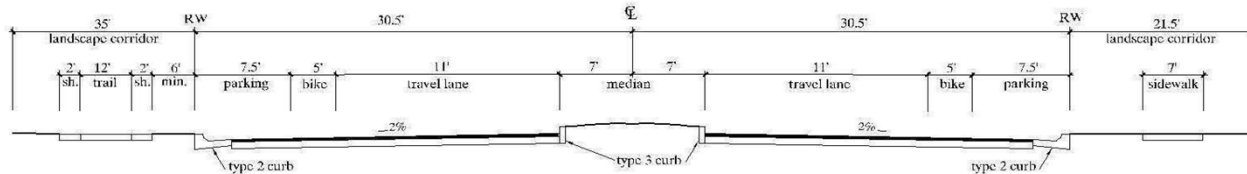
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Street-Street Section S
(Full Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	118	s.f.	\$0.10	\$11.80
2	Rough Grade Excavation	8.7	c.y.	\$3.50	\$30.59
3	Roadway Excavation	4.5	c.y.	\$5.00	\$22.50
4	Roadway Subgrade Preparation	48	s.f.	\$0.12	\$5.76
5	4" Asphalt Concrete Paving	41	s.f.	\$2.16	\$88.56
6	18" Aggregate Base	41	s.f.	\$2.07	\$84.87
7	Curb & Gutter, Type 2 (Vertical Curb)	2	l.f.	\$18.00	\$36.00
8	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
9	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
10	Landscape Corridor Planting & Irrigation	33.5	s.f.	\$4.50	\$150.75
11	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
13	Erosion Control	118	s.f.	\$0.10	\$11.80
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, both sides)	1	l.f.	\$25.00	\$25.00
16	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
17	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
18	10" Sewer Line (Incl. MH's)	1	l.f.	\$80.00	\$80.00
Subtotal					\$822.63
Use					\$830.00

Section S Central Park Drive

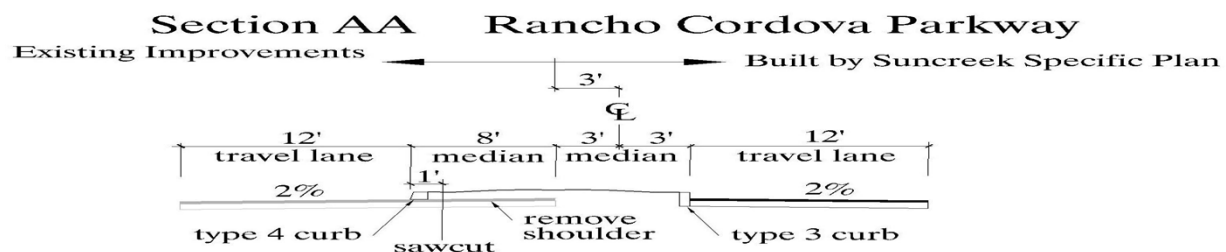


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Rancho Cordova Parkway
Major Arterial - Street Section AA
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	26	s.f.	\$0.10	\$2.60
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.74
5	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
6	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
7	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
8	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
9	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
10	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
11	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
12	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
13	Erosion Control	26	s.f.	\$0.10	\$2.60
Subtotal					\$179.28
Use					\$180.00



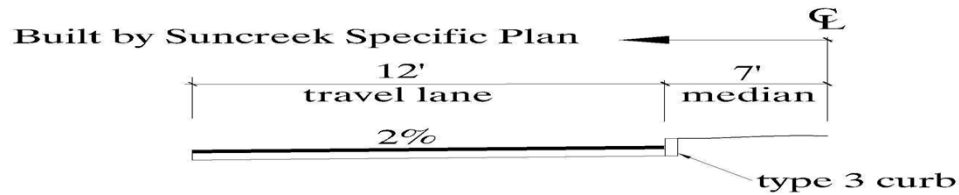
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Rancho Cordova Parkway
Major Arterial - Street Section BB
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	19	s.f.	\$0.10	\$1.90
2	Rough Grade Excavation	1.4	c.y.	\$3.50	\$4.93
3	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
4	Subgrade Preparation	13	s.f.	\$0.12	\$1.56
5	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
6	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
7.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8.	Median Landscaping & Irrigation	7	s.f.	\$4.00	\$28.00
9.	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
10.	Erosion Control	19	s.f.	\$0.10	\$1.90
Subtotal					\$131.07
Use					\$140.00

Section BB Rancho Cordova Parkway



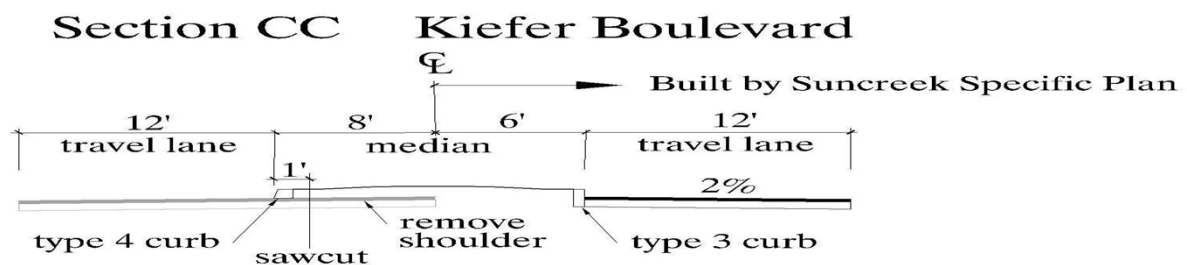
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section CC
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	26	s.f.	\$0.10	\$2.60
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.74
5	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
6	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
7	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
8	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
9	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
10	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
11	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
12	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
13	Erosion Control	26	s.f.	\$0.10	\$2.60
Subtotal					\$179.28
Use					\$180.00

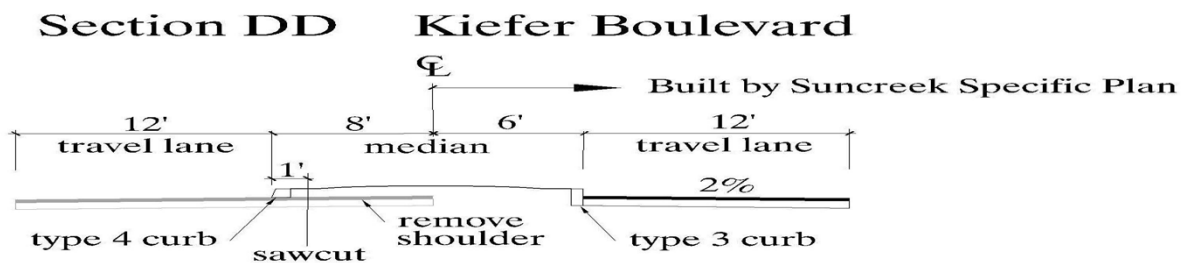


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section DD
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	26	s.f.	\$0.10	\$2.60
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.74
5	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
6	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
7	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
8	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
9	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
10	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
11	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
12	Signing & Striping (1-lane)	1	l.f.	\$1.00	\$1.00
13	Erosion Control	26	s.f.	\$0.10	\$2.60
Subtotal					\$179.28
Use					\$180.00



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section EE
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	19	s.f.	\$0.10	\$1.90
2	Rough Grade Excavation	1.4	c.y.	\$3.50	\$4.93
3	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
4	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
5	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
6	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
7	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
9	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
10	Erosion Control	19	s.f.	\$0.10	\$1.90
Subtotal					\$129.07
Use					\$130.00



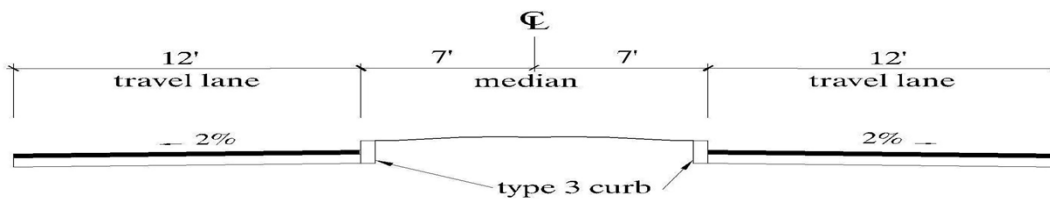
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section FF
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	38	s.f.	\$0.10	\$3.80
2	Rough Grade Excavation	2.8	c.y.	\$3.50	\$9.85
3	Roadway Excavation	2.4	c.y.	\$5.00	\$12.00
4	Roadway Subgrade Preparation	25	s.f.	\$0.12	\$3.00
5	6" Asphalt Concrete Paving	24	s.f.	\$3.24	\$77.76
6	24" Aggregate Base	24	s.f.	\$2.70	\$64.80
7	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
8	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	38	s.f.	\$0.10	\$3.80
Subtotal					\$257.01
Use					\$260.00

Section FF Americanos Boulevard

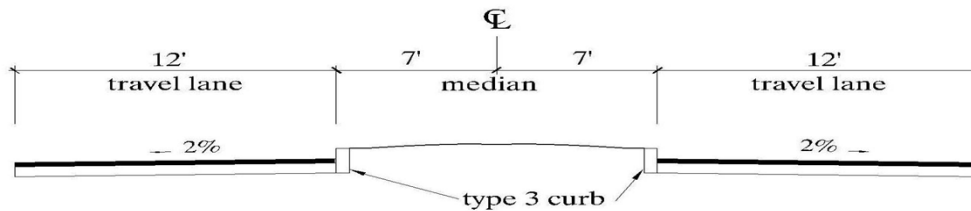


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section GG
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	38	s.f.	\$0.10	\$3.80
2	Rough Grade Excavation	2.8	c.y.	\$3.50	\$9.85
3	Roadway Excavation	2.4	c.y.	\$5.00	\$12.00
4	Roadway Subgrade Preparation	25	s.f.	\$0.12	\$3.00
5	6" Asphalt Concrete Paving	24	s.f.	\$3.24	\$77.76
6	24" Aggregate Base	24	s.f.	\$2.70	\$64.80
7	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
8	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	38	s.f.	\$0.10	\$3.80
Subtotal					\$257.01
Use					\$260.00

Section GG Americanos Boulevard

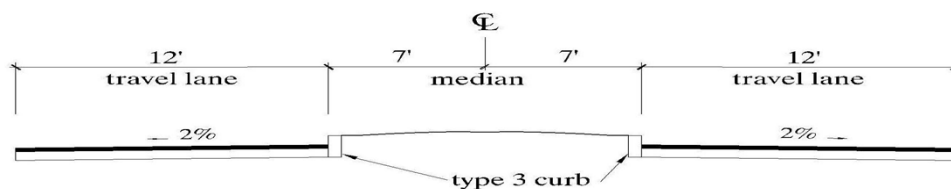


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Americanos Boulevard
Minor Arterial - Street Section HH
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	38	s.f.	\$0.10	\$3.80
2	Rough Grade Excavation	2.8	c.y.	\$3.50	\$9.85
3	Roadway Excavation	2.4	c.y.	\$5.00	\$12.00
4	Roadway Subgrade Preparation	25	s.f.	\$0.12	\$3.00
5	6" Asphalt Concrete Paving	24	s.f.	\$3.24	\$77.76
6	24" Aggregate Base	24	s.f.	\$2.70	\$64.80
7	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
8	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	38	s.f.	\$0.10	\$3.80
Subtotal					\$257.01
Use					\$260.00

Section HH Americanos Boulevard



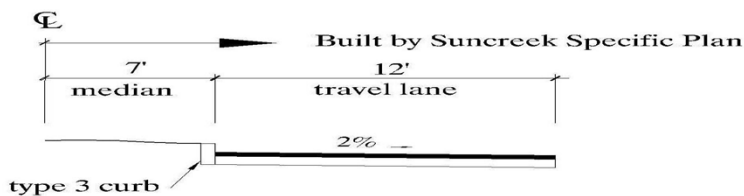
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Chrysanthy Boulevard
Minor Arterial - Street Section II
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	19	s.f.	\$0.10	\$1.90
2	Rough Grade Excavation	1.4	c.y.	\$3.50	\$4.93
3	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
4	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
5	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
6	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
7	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
9	Signing & Striping (1-lane)	1	l.f.	\$1.00	\$1.00
10	Erosion Control	19	s.f.	\$0.10	\$1.90
Subtotal					\$129.07
Use					\$130.00

Section II Chrysanthy Boulevard



Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

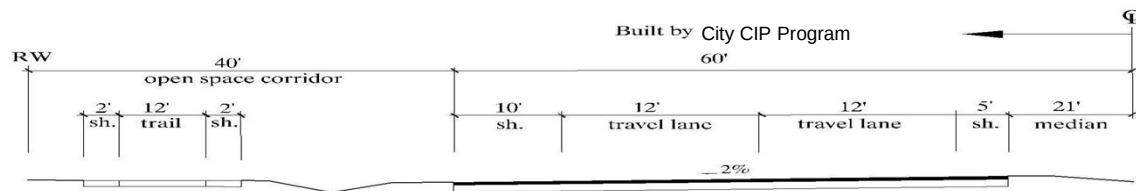
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Grant Line Road
Regional Connector-Street Section JJ
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	100	s.f.		\$0.00
2	Remove Existing Asphalt Concrete	22	s.f		\$0.00
3	Rough Grade Excavation	7.4	c.y.		\$0.00
4	Roadside Ditch	1	l.f.		\$0.00
5	Roadway Excavation	3.7	c.y.		\$0.00
6	Roadway Subgrade Preparation	39	s.f		\$0.00
7	6" Asphalt Concrete Paving	39	s.f.		\$0.00
8	24" Aggregate Base	39	s.f.		\$0.00
9	Median Landscaping & Irrigation	21.0	s.f.		\$0.00
10	Signing & Striping (2-lanes)	2	l.f.		\$0.00
11	Erosion Control	100	s.f.		\$0.00
12	Street Lights (Type A, 220' spacing, one side)	1	l.f.		\$0.00
13	Traffic Signal Interconnect	1	l.f.		\$0.00
Subtotal					\$0.00
Use					\$0.00

Section JJ Grant Line Road



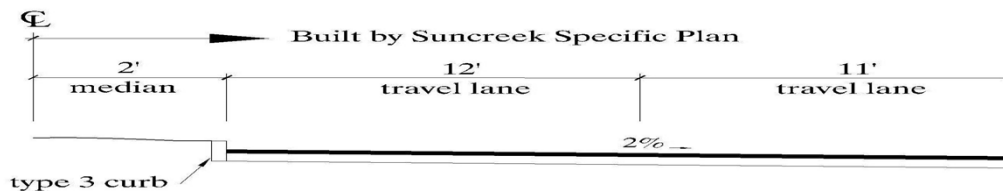
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section KK
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	25	s.f.	\$0.10	\$2.50
2	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.48
3	Roadway Excavation	2.3	c.y.	\$5.00	\$11.50
4	Roadway Subgrade Preparation	24	s.f.	\$0.12	\$2.88
5	6" Asphalt Concrete Paving	23	s.f.	\$3.24	\$74.52
6	24" Aggregate Base	23	s.f.	\$2.70	\$62.10
7	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8	Median Landscaping & Irrigation	1.5	s.f.	\$4.00	\$6.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	25	s.f.	\$0.10	\$2.50
Subtotal					\$184.48
Use					\$190.00

Section KK Sunrise Boulevard



Note: The City may elect to require SunCreek to build a 6' inside shoulder In lieu of building one-half a median.

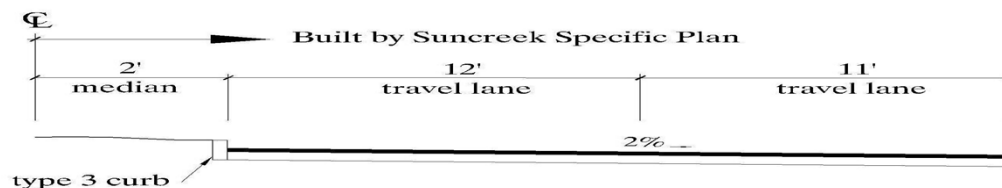
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section LL
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub	25	s.f.	\$0.10	\$2.50
2.	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.48
3.	Roadway Excavation	2.3	c.y.	\$5.00	\$11.50
4.	Roadway Subgrade Preparation	24	s.f.	\$0.12	\$2.88
5.	6" Asphalt Concrete Paving	23	s.f.	\$3.24	\$74.52
6.	24" Aggregate Base	23	s.f.	\$2.70	\$62.10
7.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8.	Median Landscaping & Irrigation	1.5	s.f.	\$4.00	\$6.00
9.	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10.	Erosion Control	25	s.f.	\$0.10	\$2.50
Subtotal					\$184.48
Use					\$190.00

Section LL Sunrise Boulevard



Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

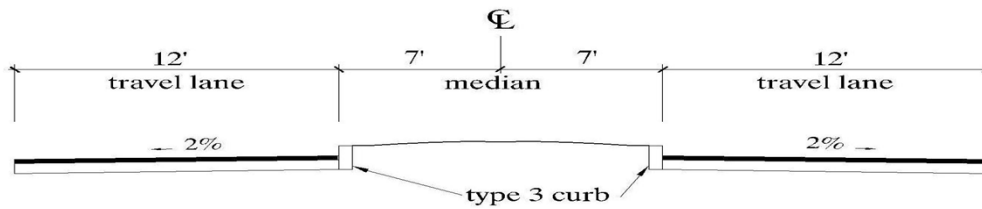
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
North Campus Drive
Minor Arterial-Street Section MM
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	38	s.f.	\$0.10	\$3.80
2	Rough Grade Excavation	2.8	c.y.	\$3.50	\$9.85
3	Roadway Excavation	2.4	c.y.	\$5.00	\$12.00
4	Roadway Subgrade Preparation	25	s.f.	\$0.12	\$3.00
5	6" Asphalt Concrete Paving	24	s.f.	\$3.24	\$77.76
6	24" Aggregate Base	24	s.f.	\$2.70	\$64.80
7	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
8	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	38	s.f.	\$0.10	\$3.80
Subtotal					\$257.01
Use					\$260.00

Section MM North Campus Drive



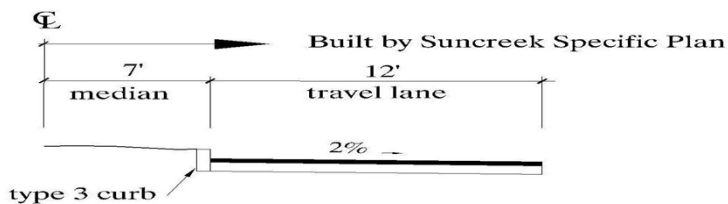
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
North Campus Drive
Minor Arterial-Street Section NN
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	19	s.f.	\$0.10	\$1.90
2	Rough Grade Excavation	1.4	c.y.	\$3.50	\$4.93
3	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
4	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
5	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
6	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
7	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8	Median Landscaping & Irrigation	6.5	s.f.	\$4.00	\$26.00
9	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
10	Erosion Control	19	s.f.	\$0.10	\$1.90
Subtotal					\$129.07
Use					\$130.00

Section NN North Campus Drive



Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

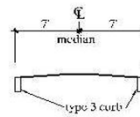
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Sreet-Section PP
(Median Improvements Only-Plan Area Fee)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT. COST</u>
1	Clear and Grub	14	s.f.	\$0.10	\$1.40
2	Rough Grade Excavation	1.0	c.y.	\$3.50	\$3.63
3	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
4	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
5	Erosion Control	14	s.f.	\$0.10	\$1.40
Subtotal					\$86.43
Use					\$90.00

Section PP Central Park Drive



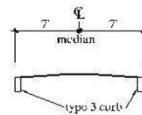
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Central Park Drive
Collector Street-Section QQ
(Median Improvements Only-Plan Area Fee)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT. COST</u>
1	Clear and Grub	14	s.f.	\$0.10	\$1.40
2	Rough Grade Excavation	1.0	c.y.	\$3.50	\$3.63
3	Median Curb, Type 3 (Barrier Curb)	2	l.f.	\$14.00	\$28.00
4	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
5	Erosion Control	14	s.f.	\$0.10	\$1.40
Subtotal					\$86.43
Use					\$90.00

Section **QQ** Central Park Drive



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

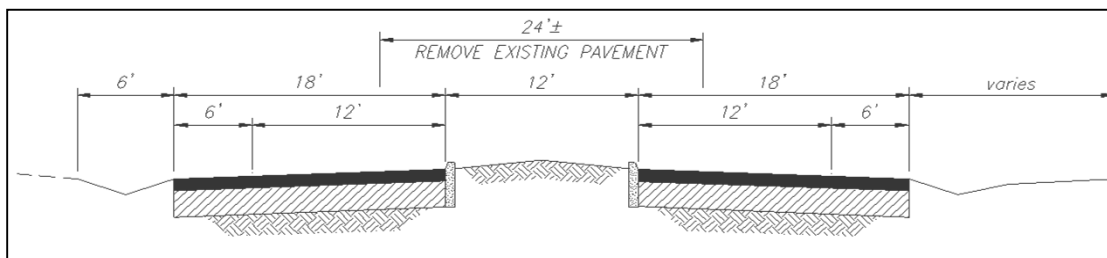
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Preliminary Cost Per Linear Foot
Rancho Cordova Parkway Extension (Off-Site)
Sreet-Section RR

ITEM	QUANTITY	UNIT	UNIT PRICE	PER FT COST
1. Clear and Grub (including subgrade preparation)	54	s.f.	\$0.10	\$5.40
2. Pavement Removal (including saw cut)	24	s.f.	\$1.70	\$40.80
3. Rough Grade Excavation (section plus median, as required)	2.5	c.y.	\$5.00	\$12.50
4. Roadway Excavation (section plus median, as required)	1.9	c.y.	\$5.00	\$9.50
5. Subgrade Preparation	36	c.y.	\$0.12	\$4.32
6. 6" Asphaltic Concrete Paving	36	s.f.	\$3.24	\$116.64
7. 24" Aggregate Base	36	s.f.	\$2.70	\$97.20
8. Median Curb, Type 3 (Barrier)	2	l.f.	\$14.00	\$28.00
9. 24" Root Barrier	2	l.f.	\$24.00	\$48.00
10. Median landscaping & Irrigation (shrubs & street trees)	11	s.f.	\$4.00	\$44.00
11. Local Drainage - Roadside Ditch	2	l.f.	\$10.00	\$20.00
12. Signing & Striping	2	l.f.	\$1.00	\$2.00
13. Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
14. Erosion Control	30	s.f.	\$0.10	\$3.00
15. Traffic Control	1	l.f.	\$10.00	\$10.00
16. Utility Pole Relocation	1	l.f.	\$50.00	\$50.00
Grand Total per Foot				\$497.36
Use				\$497.00

Notes:

1. Joint Trench costs are excluded.
2. Frontage Landscaping and soundwall are excluded.
3. Environmental mitigation not included.
4. Outside travel lane, curb, gutter & s/w are not included.



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

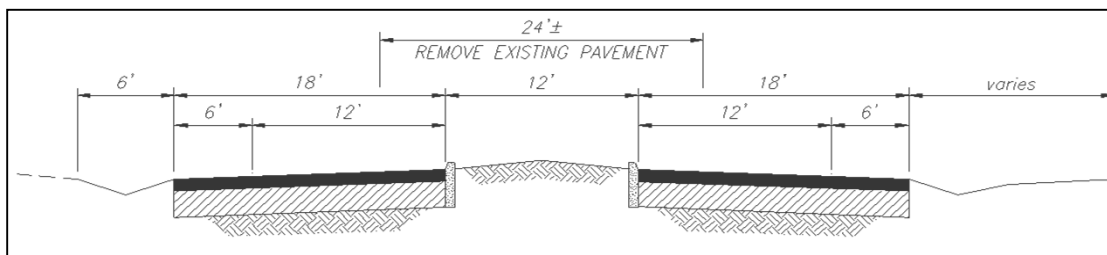
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Preliminary Cost Per Linear Foot
Kiefer Boulevard Extension (Off-Site)
Street-Section SS

ITEM	QUANTITY	UNIT	UNIT PRICE	PER FT COST
1. Clear and Grub (including subgrade preparation)	54	s.f.	\$0.10	\$5.40
2. Pavement Removal (including saw cut)	24	s.f.	\$1.70	\$40.80
3. Rough Grade Excavation (section plus median, as required)	2.5	c.y.	\$5.00	\$12.50
4. Roadway Excavation (section plus median, as required)	1.9	c.y.	\$5.00	\$9.50
5. Subgrade Preparation	36	c.y.	\$0.12	\$4.32
6. 6" Asphaltic Concrete Paving	36	s.f.	\$3.24	\$116.64
7. 24" Aggregate Base	36	s.f.	\$2.70	\$97.20
8. Median Curb, Type 3 (Barrier)	2	l.f.	\$14.00	\$28.00
9. 24" Root Barrier	2	l.f.	\$24.00	\$48.00
10. Median landscaping & Irrigation (shrubs & street trees)	11	s.f.	\$4.00	\$44.00
11. Local Drainage - Roadside Ditch	2	l.f.	\$10.00	\$20.00
12. Signing & Striping	2	l.f.	\$1.00	\$2.00
13. Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
14. Erosion Control	30	s.f.	\$0.10	\$3.00
15. Traffic Control	1	l.f.	\$10.00	\$10.00
16. Utility Pole Relocation	1	l.f.	\$50.00	\$50.00
Grand Total per Foot				\$497.36
Use				\$497.00

Notes:

1. Joint Trench costs are excluded.
2. Frontage Landscaping and soundwall are excluded.
3. Environmental mitigation not included.
4. Outside travel lane, curb, gutter & s/w are not included.



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Grant Line / Kiefer Boulevard Intersection (Off-Site)
Sreet-Section TT

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub (including subgrade preparation)	16,200	s.f.	\$0.18	\$2,916.00
2.	Pavement Removal (including saw cut)	1,630	s.f.	\$1.70	\$2,771.00
3.	Utility Pole Relocation	950	l.f.	\$50.00	\$47,500.00
4.	Roadway Excavation (section plus median, as required)	1,300	c.y.	\$30.00	\$39,000.00
5.	5.5" Asphaltic Concrete Paving	16,200	s.f.	\$3.85	\$62,370.00
6.	20.5" Aggregate Base	16,200	s.f.	\$5.75	\$93,150.00
7.	Median Curb, Type 5 (6" Barrier Curb)	0	l.f.	\$18.00	\$0.00
8.	Pedestrian Ramps	0	ea.	\$5,500.00	\$0.00
9.	Pedestrian Landings w/ 3-5/8" PCC & 6" AB	0	ea.	\$3,000.00	\$0.00
10.	4" AC Path (between Ped. Landings)	0	s.f.	\$2.80	\$0.00
11.	Local Drainage - Roadside Ditch	1,930	l.f.	\$17.00	\$32,810.00
12.	Traffic Signal Interconnect	1,200	l.f.	\$13.00	\$15,600.00
13.	Traffic Signal	1	ea.	\$300,000.00	\$300,000.00
14.	Traffic Signal Modification (all pedestals)	0	ea.	\$150,000.00	\$0.00
15.	Traffic Signal Relocation	0	ea.	\$100,000.00	\$0.00
16.	Street Light Relocation	0	ea.	\$2,000.00	\$0.00
17.	Striping removal and slurry seal of affected area	23,000	sf	\$0.50	\$11,500.00
18.	Signing & Striping	5,250	l.f.	\$2.00	\$10,500.00
19.	Erosion Control	1,600	LF	\$6.00	\$9,600.00
Total					\$627,717.00
Use					\$627,720.00

Notes:

1. Based on schematic layout of Grant Line / Kiefer intersection to comply with City Condition of Approval.
2. ROW acquisition cost is place holder estimate only - to be updated based on detailed ROW assessment.
3. This estimate excludes the following:
 - a. Joint Trench costs
 - b. Frontage, Landscaping, and Soundwall
 - c. Impact/Mitigation Requirements
4. Improvements incl. full lengths of req'd transitions and lane addition.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Cost Per Linear Foot
Grant Line / Jackson Road Intersection (Off-Site)
Sreet-Section UU

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub (including subgrade preparation)	47,800	s.f.	\$0.18	\$8,604.00
2.	Pavement Removal (including saw cut)	4,060	s.f.	\$1.70	\$6,902.00
3.	Utility Pole Relocation	2	ea.	\$15,000.00	\$30,000.00
4.	Roadway Excavation (section plus median, as required)	3,840	c.y.	\$30.00	\$115,200.00
5.	5.5" Asphaltic Concrete Paving	47,800	s.f.	\$3.85	\$184,030.00
6.	20.5" Aggregate Base	47,800	s.f.	\$5.75	\$274,850.00
7.	Median Curb, Type 5 (6" Barrier Curb)	0	l.f.	\$18.00	\$0.00
8.	Pedestrian Ramps	0	ea.	\$5,500.00	\$0.00
9.	Pedestrian Landings w/ 3-5/8" PCC & 6" AB	0	ea.	\$3,000.00	\$0.00
10.	4" AC Path (between Ped. Landings)	0	s.f.	\$2.80	\$0.00
11.	Local Drainage - Roadside Ditch	4,100	l.f.	\$17.00	\$69,700.00
12.	Traffic Signal Interconnect	0	l.f.	\$13.00	\$0.00
13.	Traffic Signal	0	ea.	\$300,000.00	\$0.00
14.	Traffic Signal Modification (all pedestals)	1	ea.	\$150,000.00	\$150,000.00
15.	Traffic Signal Relocation	0	ea.	\$100,000.00	\$0.00
16.	Striping removal and slurry seal of affected area	103,000	sf	\$0.50	\$51,500.00
17.	Signing & Striping	11,800	l.f.	\$2.00	\$23,600.00
18.	Erosion Control	1,600	LF	\$6.00	\$9,600.00
			Total		\$923,986.00
			Use		\$924,000.00

Notes:

1. Refer to Exhibit #17 for graphical representation of the improvements listed above.
2. ROW acquisition cost is place holder estimate only - to be updated based on detailed ROW assessment;
3. This estimate excludes the following:
 - a. Joint Trench costs
 - b. Frontage, Landscaping, and Soundwall
 - c. Impact/Mitigation Requirements
4. Improvements full lengths of req'd merges and lane additions, all legs (widen of exist.; no concurrent segment widening req'd).

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Amount</u>
<u>C. STORM DRAINAGE SYSTEM</u>					
1. Pipeline System					
A.	24" Storm Drain (Off-Site Shed No. 9)	\$80.00	750	LF	\$60,000
B.	36" Storm Drain (Off-Site Shed No. 5)	\$100.00	2,450	LF	\$245,000
C.	48" Storm Drain (Off-Site OS Preserve Shed)	\$115.00	3,600	LF	\$414,000
D.	54" Storm Drain (Off-Site Shed Arista Del Sol)	\$150.00	2,650	LF	\$397,500
E.	72" Storm Drain (Morrison Creek Spill)	\$230.00	3,260	LF	\$749,800
F.	48-In Manhole	\$4,500.00	3	EA	\$13,500
G.	60-in Manhole	\$8,500.00	20	EA	\$170,000
H.	72-in Manhole	\$10,000.00	9	EA	\$90,000
I.	Saddle Manhole	\$12,000.00	6	EA	\$72,000
J.	Morrison Creek Spill Inlet Structure	\$35,000	1	LS	\$35,000
K.	Morrison Creek Spill Outlet Structure	\$30,000	1	LS	\$30,000
<i>Pipeline System Subtotal (Raw Construction Cost)</i>					\$2,277,000
<i>Contingency (20%)</i>					\$455,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$342,000
Total Pipeline System					\$3,074,000

2. Detention, Water Quality and Hydro-Modification Basins

A.	SunCreek Basin No. 1	\$728,690.00	1	LS	\$728,690
B.	SunCreek Basin No. 2	\$901,088.00	1	LS	\$901,088
C.	SunCreek Basin No. 3	\$1,019,068.00	1	LS	\$1,019,068
D.	SunCreek Basin No. 4	\$1,181,940.00	1	LS	\$1,181,940
E.	SunCreek Basin No. 5	\$1,295,968.00	1	LS	\$1,295,968
F.	SunCreek Basin No. 6	\$975,458.00	1	LS	\$975,458
G.	SunCreek Basin No. 7	\$440,426.00	1	LS	\$440,426
H.	SunCreek Basin No. 8	\$999,584.00	1	LS	\$999,584
I.	SunCreek Basin No. 9	\$683,892.00	1	LS	\$683,892
J.	SunCreek Basin No. 10	\$558,872.00	1	LS	\$558,872
K.	SunCreek Basin No. 11	\$235,804.00	1	LS	\$235,804

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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L.	SunCreek Basin No. 12	\$780,016.00	1	LS	<u>\$780,016</u>
	<i>Detention / WQ and Hydro-Modification Basins (Raw Construction Cost)</i>				\$9,801,000
	<i>Contingency (20%)</i>				\$1,960,000
	<i>Engineering/Plan Check/Inspection (15%)</i>				<u>\$1,470,000</u>
	Total Detention, Water Quality and Hydro-Modifications Basins				\$13,231,000

3. Reimbursements/Credits

A.	24" Storm Drain (Off-Site Shed No. 9)	\$49.60	750	LF	\$37,200
B.	36" Storm Drain (Off-Site Shed No. 5)	\$72.43	2,450	LF	\$177,454
C.	48" Storm Drain (Off-Site OS Preserve Shed)	\$114.11	3,600	LF	\$410,796
D.	54" Storm Drain (Off-Site Shed Arista Del Sol)	\$121.18	2,650	LF	\$321,127
E.	72" Storm Drain (Morrison Creek Spill)	\$199.22	3,260	LF	\$649,457
F.	48-In Manhole	\$2,923.41	3	EA	\$8,770
G.	60-in Manhole	\$4,254.04	20	EA	\$85,081
H.	72-in Manhole	\$5,249.57	9	EA	\$47,246
I.	Saddle Manhole	\$3,772.16	6	EA	\$22,633
J.	Morrison Creek Spill Inlet Structure	\$35,000	1	EA	\$35,000
K.	Morrison Creek Spill Outlet Structure	\$30,000	1	EA	\$30,000
L.	SunCreek Basin No. 1	\$111,844	1	EA	\$111,844
M.	SunCreek Basin No. 2	\$204,994	1	EA	\$204,994
N.	SunCreek Basin No. 3	\$221,501	1	EA	\$221,501
O.	SunCreek Basin No. 4	\$261,624	1	EA	\$261,624
P.	SunCreek Basin No. 5	\$413,171	1	EA	\$413,171
Q.	SunCreek Basin No. 6	\$204,679	1	EA	\$204,679
R.	SunCreek Basin No. 7	\$101,144	1	EA	\$101,144
S.	SunCreek Basin No. 8	\$291,854	1	EA	\$291,854
T.	SunCreek Basin No. 9	\$146,713	1	EA	\$146,713
U.	SunCreek Basin No. 10	\$171,075	1	EA	\$171,075
V.	SunCreek Basin No. 11	\$58,502	1	EA	\$58,502
W.	SunCreek Basin No. 12	\$236,776	1	EA	<u>\$236,776</u>
	<i>Detention / WQ and Hydro-Modification Basins (Raw Reimbursement Subtotal)</i>				\$4,249,000
	<i>Contingency (20%)</i>				\$850,000
	<i>Engineering/Plan Check/Inspection (8%)</i>				<u>\$340,000</u>
	Total Reimbursements/Credits				\$5,439,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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STORM DRAINAGE COST ESTIMATE SUMMARY

1. Pipeline System	\$3,074,000
2. Detention, Water Quality and Hydro-Modifications Basins	<u>\$13,231,000</u>
SUB-TOTAL STORM DRAINAGE COST	\$16,305,000
3. Reimbursements/Credits	<u>\$5,439,000</u>
GRAND TOTAL STORM DRAINAGE COST	\$10,866,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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CONSTRUCTION COST DETENTION/WATER QUALITY/HYDRO-MODIFICATION BASINS																				
BASIN No.	Basin Excavation					Basin Land		PERCOLATION TRENCH		Outfall Structure						Maintenance Road 12-Ft Wide 2" AC/6" AB		Landscape Improvements		TOTAL BASIN COST
	UNIT	UNIT PRICE	DETENTION	WATER QUALITY	TOTAL BASIN SIZE					OUTFALL STRUCT	OUTFALL CULVERT	CULVERT COST PER	SHEET FLOW STRUCTURE							
			AC. FT.	AC. FT.	AC. FT.	ACRE	COST/AC	LENGTH (LF)	Cost/LF	DIAMETER	LENGTH (LF)	(LF)	(LF)	Cost/LF	(LF)	Cost/LF	Area (AC)	Cost/SF		
SunCreek 1	ac ft	\$10,000	6.7	2.5	9.2			1,960	\$40	\$20,000	3 x 24"	250	\$285	0	0	2,500	30	4.5	\$2	\$728,690
SunCreek 2	ac ft	\$10,000	21.6	3.4	25.0			2,680	\$40	\$20,000	2 x 24"	250	\$190	0	0	1,650	30	4.9	\$2	\$901,088
SunCreek 3	ac ft	\$10,000	21.3	2.2	23.5			1,720	\$40	\$20,000	2 x 24"	480	\$190	0	0	1,550	30	6.4	\$2	\$1,019,068
SunCreek 4	ac ft	\$10,000	28.4	3.8	32.2			2,980	\$40	\$20,000	2 x 24"	350	\$190	0	0	1,480	30	7.0	\$2	\$1,181,940
SunCreek 5	ac ft	\$10,000	42.0	5.7	47.7			4,460	\$40	\$20,000	2 x 24"	150	\$190	860	\$125	1,150	30	6.4	\$2	\$1,295,968
SunCreek 6	ac ft	\$10,000	21.8	3.0	24.8			2,380	\$40	\$20,000	3 x 24"	150	\$285	0	0	1,850	30	5.9	\$2	\$975,458
SunCreek 7	ac ft	\$10,000	9.2	1.5	10.7			1,160	\$40	\$20,000	1 x 30"	250	\$125	0	0	1,180	30	2.3	\$2	\$440,426
SunCreek 8	ac ft	\$10,000	26.6	3.6	30.2			2,800	\$40	\$20,000	2 x 24"	150	\$190	690	\$125	1,350	30	5.7	\$2	\$999,584
SunCreek 9	ac ft	\$10,000	16.8	2.3	19.1			1,820	\$40	\$20,000	1 x 24"	150	\$100	0	0	930	30	4.1	\$2	\$683,892
SunCreek 10	ac ft	\$10,000	9.2	1.9	11.1			1,520	\$40	\$20,000	2 x 24"	250	\$190	560	\$125	1,650	30	3.1	\$2	\$558,872
SunCreek 11	ac ft	\$10,000	1.7	0.4	2.1			320	\$40	\$20,000	1 x 24"	150	\$100	215	\$125	630	30	1.7	\$2	\$235,804
SunCreek 12	ac ft	\$10,000	16.6	2.7	19.3			2,160	\$40	\$20,000	2 x 24"	250	\$190	690	\$125	1,950	30	4.3	\$2	\$780,016

CREDIT - REIMBURSEMENT DETENTION/WATER QUALITY/HYDRO-MODIFICATION BASINS																				
BASIN No.	Basin Excavation					Basin Land		PERCOLATION TRENCH		Outfall Structure						Maintenance Road 12-Ft Wide 2" AC/6" AB		Landscape Improvements		TOTAL BASIN COST
	UNIT	UNIT PRICE	DETENTION	WATER QUALITY	TOTAL BASIN SIZE					OUTFALL STRUCT	OUTFALL CULVERT	OUTFALL CULVERT	CULVERT COST PER	SHEET FLOW STRUCTURE						
			AC. FT.	AC. FT.	AC. FT.	ACRE	COST/AC	LENGTH (LF)	Cost/LF		DIAMETER	LENGTH (LF)	(LF)	(LF)	Cost/LF	(LF)	Cost/LF	Area (AC)	Cost/SF	
SunCreek 1	ac ft	\$5,985	6.7	2.5	9.2			1,960	\$0	\$10,827	3 x 24"	150	\$149	0	0	2,500	5.52	4.5	\$0.05	\$111,844
SunCreek 2	ac ft	\$5,985	21.6	3.4	25.0			2,680	\$0	\$10,827	2 x 24"	250	\$99	0	0	1,650	5.52	4.9	\$0.05	\$204,994
SunCreek 3	ac ft	\$5,985	21.3	2.2	23.5			1,720	\$0	\$10,827	2 x 24"	480	\$99	0	0	1,550	5.52	6.4	\$0.05	\$221,501
SunCreek 4	ac ft	\$5,985	28.4	3.8	32.2			2,980	\$0	\$10,827	2 x 24"	350	\$99	0	0	1,480	5.52	7.0	\$0.05	\$261,624
SunCreek 5	ac ft	\$5,985	42.0	5.7	47.7			4,460	\$0	\$10,827	2 x 24"	150	\$99	860	\$95	1,150	5.52	6.4	\$0.05	\$413,171
SunCreek 6	ac ft	\$5,985	21.8	3.0	24.8			2,380	\$0	\$10,827	3 x 24"	150	\$149	0	0	1,850	5.52	5.9	\$0.05	\$204,679
SunCreek 7	ac ft	\$5,985	9.2	1.5	10.7			1,160	\$0	\$10,827	1 x 30"	250	\$59	0	0	1,180	5.52	2.3	\$0.05	\$101,144
SunCreek 8	ac ft	\$5,985	26.6	3.6	30.2			2,800	\$0	\$10,827	2 x 24"	150	\$99	690	\$95	1,350	5.52	5.7	\$0.05	\$291,854
SunCreek 9	ac ft	\$5,985	16.8	2.3	19.1			1,820	\$0	\$10,827	1 x 24"	150	\$50	0	0	930	5.52	4.1	\$0.05	\$146,713
SunCreek 10	ac ft	\$5,985	9.2	1.9	11.1			1,520	\$0	\$10,827	2 x 24"	250	\$99	560	\$95	1,650	5.52	3.1	\$0.05	\$171,075
SunCreek 11	ac ft	\$5,985	1.7	0.4	2.1			320	\$0	\$10,827	1 x 24"	150	\$50	215	\$95	630	5.52	1.7	\$0.05	\$58,502
SunCreek 12	ac ft	\$5,985	16.6	2.7	19.3			2,160	\$0	\$10,827	2 x 24"	250	\$99	690	\$95	1,950	5.52	4.3	\$0.05	\$236,776

Notes:

- 1) Outfall Structure is assumed to be a 10' long by 5' wide by 10 high concrete box with 10" thick walls. Total concrete volume is approx. 11 cys
- 2) Detention Basin Credit - Reimbursement is calculated by subtracting the total basin improvement credit from the total basin land credit.
- 3) Credit/Reimbursements amounts were estimated using the above methodology due to absence of detailed design information that would allow a more traditional line by line comparison of estimated costs against the Zone 11A published reimbursement schedule. Such a comparison will be included in future updates of the financing plan as design specific information becomes available.
- 4) Zone 11A does not reimburse for basin land, landscaping, access roads and paving that is not needed for the mission of its maintenance crews, or costs in excess of the Agency's published unit price reimbursement schedule.
- 5) Land costs and reimbursements for detention basins are included in the land equalization program.

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D. Sanitary Sewer System

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>UNIT</u>	<u>QTY</u>	<u>AMOUNT</u>
1. Gravity Sewer System				
A. 12" Sanitary Sewer (14-ft. depth)	\$75.00	LF	850	\$63,750
B. 12" Sanitary Trunk Sewer (14-ft. depth)	\$75.00	LF	4,750	\$356,250
C. 15" Sanitary Trunk Sewer (16-ft. depth)	\$90.00	LF	3,050	\$274,500
D. 18" Sanitary Trunk Sewer (18-ft. depth)	\$115.00	LF	900	\$103,500
E. 21" Sanitary Trunk Sewer (18-ft. depth)	\$135.00	LF	1,100	\$148,500
F. 27" Sanitary Trunk Sewer (18-ft. depth)	\$175.00	LF	11,850	\$2,073,750
G. 48" Sanitary Sewer Manhole (16-ft. depth)	\$7,500.00	EA	3	\$22,500
H. 48" Sanitary Trunk Sewer Manhole (16-ft. depth)	\$7,500.00	EA	25	\$187,500
I. 60" Sanitary Trunk Sewer Manhole (18-ft. depth)	\$8,500.00	EA	38	<u>\$323,000</u>
<i>Gravity Sewer Subtotal (Raw Construction Cost)</i>				\$3,553,300
<i>Contingency (20%)</i>				\$710,700
<i>Engineering/Plan Check/Inspection (15%)</i>				<u>\$533,000</u>
Total Gravity Sewer				\$4,797,000

2. Pump Station and Force Mains

A. SunCreek Sewer Pump Station	\$1,000,000	mgd	8.46	\$8,460,000
B. 8-inch Forcemain (Anatolia III Lift Station Connection)	\$75.00	LF	5,700	\$427,500
C. 18-inch Forcemain (Aerojet Interceptor Connection)	\$150.00	LF	12,000	\$1,800,000
D. Chrysanthy Pump Station Updgrades	\$100,000.00	LS	1	<u>\$100,000</u>
<i>Pump Stations Subtotal (Raw Construction Cost)</i>				\$10,787,500
<i>Contingency (20%)</i>				\$2,157,500
<i>Engineering/Plan Check/Inspection (15%)</i>				<u>\$1,618,100</u>
Total Pump Station and Force Mains				\$14,563,100

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3. Credits/Reimbursements

A.	12" Sanitary Trunk Sewer (14-ft. depth)	\$65.74	LF	4,750	\$312,265
B.	15" Sanitary Trunk Sewer (16-ft. depth)	\$86.02	LF	3,050	\$262,361
C.	18" Sanitary Trunk Sewer (18-ft. depth)	\$111.10	LF	900	\$99,990
D.	21" Sanitary Trunk Sewer (18-ft. depth)	\$130.12	LF	1,100	\$143,132
E.	27" Sanitary Trunk Sewer (18-ft. depth)	\$164.43	LF	11,850	\$1,948,496
F.	48" Sanitary Trunk Sewer Manhole (16-ft. depth)	\$3,846.00	EA	25	\$96,150
G.	60" Sanitary Trunk Sewer Manhole (18-ft. depth)	\$6,325.00	EA	38	\$240,350
H.	SunCreek Sewer Pump Station	\$1,000,000	mgd	8.46	\$8,460,000
I.	18-inch Forcemain (Aerojet Interceptor Connection)	\$100.00	LF	12,000	\$1,200,000
J.	Chrysanthy Pump Station Upgrades	\$100,000.00	LS	1	<u>\$100,000</u>

Credits/Reimbursements Subtotal (Raw Construction Cost) \$12,862,700

Contingency (20%) \$2,572,500

Engineering/Plan Check/Inspection (6.5%) \$836,100

Total Credits/Reimbursements **\$16,271,300**

SEWER COST ESTIMATE SUMMARY

1. Gravity Sewer System	\$4,797,000
2. Pump Stations and Force Mains	<u>\$14,563,100</u>
SUB-TOTAL SEWER COST	\$19,360,100
3. Credits/Reimbursements	<u>(\$16,271,300)</u>
GRAND TOTAL SEWER COST	\$3,088,800

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E. Water System

1. LOCAL WATER SYSTEM IMPROVEMENTS

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
A. ZONE 1 POTABLE WATER					
1.	12" Water Transmission Main	\$95.00	LF	8,900	\$845,500
2.	16" Water Transmission Main	\$130.00	LF	400	\$52,000
3.	24" Water Transmission Main	\$195.00	LF	7,600	\$1,482,000
4.	12-inch Butterfly Valve Assembly	\$3,500.00	EA	5	\$17,500
5.	16-inch Butterfly Valve Assembly	\$5,500.00	EA	2	\$11,000
6.	24-inch Butterfly Valve Assembly	\$10,500.00	EA	11	\$115,500
7.	Pressure Reducing Station Zone 1 to Zone 3	\$100,000	EA	1	\$100,000
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>					\$2,623,500
<i>Contingency (20%)</i>					\$524,700
<i>Engineering/Plan Check/Inspection (15%)</i>					\$393,500
TOTAL ZONE 1 POTABLE WATER					\$3,541,700
B. ZONE 3 POTABLE WATER					
1.	16" Water Transmission Main	\$130.00	LF	5,300	\$689,000
2.	16-inch Butterfly Valve Assembly	\$5,500.00	EA	5	\$27,500
<i>Zone 3 Water Subtotal (Raw Construction Cost)</i>					\$716,500
<i>Contingency (20%)</i>					\$143,300
<i>Engineering/Plan Check/Inspection (15%)</i>					\$107,500
TOTAL ZONE 3 POTABLE WATER					\$967,300
C. ZONE 6 POTABLE WATER					
1.	16" Water Transmission Main	\$130.00	LF	6,500	\$845,000
2.	16-inch Butterfly Valve Assembly	\$5,500.00	EA	6	\$33,000
<i>Zone 6 Water Subtotal (Raw Construction Cost)</i>					\$878,000
<i>Contingency (20%)</i>					\$175,600
<i>Engineering/Plan Check/Inspection (15%)</i>					\$131,700
TOTAL ZONE 6 POTABLE WATER					\$1,185,300
TOTAL LOCAL POTABLE WATER					\$5,694,300.00

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D. NON-POTABLE WATER SYSTEM**1. ZONE 1 NON-POTABLE WATER**

A	6" Non Potable Water Pipeline	\$60.00 LF	1,800	\$108,000
B	10" Non Potable Water Pipeline	\$80.00 LF	9,700	\$776,000
C	20" Non Potable Water Pipeline	\$160.00 LF	5,900	\$944,000
D	6-inch Gate Valve Assembly	\$1,500.00 EA	2	\$3,000
E	10-inch Gate Valve Assembly	\$3,000.00 EA	8	\$24,000
F	20-inch Butterfly Valve Assembly	\$10,000.00 EA	5	\$50,000
G	Pressure Reducing Station Zone 1 to Zone 3	\$100,000 EA	1	\$100,000
<i>Zone 1 Non-Potable Water Subtotal (Raw Construction Cost)</i>				\$2,005,000
<i>Contingency (20%)</i>				\$401,000
<i>Engineering/Plan Check/Inspection (15%)</i>				\$300,800
TOTAL ZONE 1 NON-POTABLE WATER				\$2,706,800

2. ZONE 2 NON-POTABLE WATER

A	10" Non Potable Water Pipeline	\$80.00 LF	12,800	\$1,024,000
B	10-inch Gate Valve Assembly	\$3,500.00 EA	10	\$35,000
<i>Zone 2 Non-Potable Water Subtotal (Raw Construction Cost)</i>				\$1,059,000
<i>Contingency (20%)</i>				\$211,800
<i>Engineering/Plan Check/Inspection (15%)</i>				\$158,900
TOTAL ZONE 2 NON-POTABLE WATER				\$1,429,700

3. ZONE 3 NON-POTABLE WATER

A	10" Non Potable Water Pipeline	\$80.00 LF	4,100	\$328,000
B	12" Non Potable Water Pipeline	\$90.00 LF	4,200	\$378,000
C	16" Non Potable Water Pipeline	\$130.00 LF	2,500	\$325,000
D	10-inch Gate Valve Assembly	\$3,000.00 EA	2	\$6,000
E	12-inch Butterfly Valve Assembly	\$3,500.00 EA	3	\$10,500
F	16-inch Butterfly Valve Assembly	\$5,000.00 EA	5	\$25,000
G	Check Valve Station Zone 1 to Zone 3	\$30,000 EA	2	\$60,000
<i>Zone 3 Non-Potable Water Subtotal (Raw Construction Cost)</i>				\$1,132,500
<i>Contingency (20%)</i>				\$226,500

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<i>Engineering/Plan Check/Inspection (15%)</i>	<u>\$169,900</u>
TOTAL ZONE 3 NON-POTABLE WATER	\$1,528,900
TOTAL NON-POTABLE WATER	\$5,665,400
TOTAL LOCAL WATER SYSTEM IMPROVEMENTS	\$11,359,700

2. REGIONAL WATER SYSTEM IMPROVEMENTS

A. NORTH SERVICE AREA TREATED WATER SUPPLY IMPROVEMENTS (NSA)

1. NSA ZONE 1 WATER

A	12" Raw Ground Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,800	\$0
B	16" Raw Ground Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,300	\$0
C	18" Raw Groundwater Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	7,000	\$0
D	30" Water Transmission Main	\$265.00 LF	7,000	\$1,855,000
F	12-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
G	16-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
H	18-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	6	\$0
I	30-inch Butterfly Valve Assembly	\$20,000.00 EA	11	\$220,000
J	Cathodic Proection System (30" Water T-Main)	\$5.40 LF	7,000	\$37,800
K	Sunrise Douglas 2: Booster Pump Station (Future NSA Facilities to be constructed by Zone 40)	GPM	17,500	\$0
L	Sunrise Douglas 2: Storage Tank (Future NSA Facilities to be constructed by Zone 40)	\$0 MG	4	\$0
M	Sunrise Douglas 2: 30-inch Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0 LF	16,200	\$0
N	Sunrise Douglas 2: 30-inch Butterfly Valves (Future NSA Facilities to be constructed by Zone 40)	\$0 EA	12	\$0
O	Sunrise Douglas 2: Cathodic Protection (30" T-Main) (Future NSA Facilities to be constructed by Zone 40)	\$0 LF	16,200	\$0

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<i>NSA Zone 1 Water Subtotal (Raw Construction Cost)</i>				\$2,112,800
<i>Contingency (20%)</i>				\$422,600
<i>Engineering/Plan Check/Inspection (15%)</i>				\$316,900
TOTAL NSA ZONE 1 WATER				\$2,852,300
2. NSA ZONE 6 WATER				
A	24" Water Transmission Main	\$195.00 LF	11,300	\$2,203,500
B	24" Water Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	2,600	\$0
C	24-inch Butterfly Valve Assembly	\$12,000.00 EA	8	\$96,000
D	24-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	3	\$0
E	Pressure Reducing Station Zone 6 to Zone 1	\$100,000 EA	2	\$200,000
F	SunCreek Ground Water Treatment Plant (GWTP) (Future NSA Facilities to be constructed by Zone 40)	\$0 MGD	4.0	\$0
G	SunCreek GWTP: Ground Water Supply Wells (Future NSA Facilities to be constructed by Zone 40)	\$0 EA	3	\$0
H	SunCreek GWTP: Booster Pump Station (Future NSA Facilities to be constructed by Zone 40)	\$0.00 GPM	6,000	\$0
I	SunCreek GWTP: Storage Tank (Future NSA Facilities to be constructed by Zone 40)	\$0 MG	1.5	\$0
<i>NSA Zone 6 Water Subtotal (Raw Construction Cost)</i>				\$2,499,500
<i>Contingency (20%)</i>				\$499,900
<i>Engineering/Plan Check/Inspection (15%)</i>				\$374,900
TOTAL NSA ZONE 6 WATER				\$3,374,300
TOTAL REGIONAL WATER SYSTEM IMPROVEMENTS				\$6,226,600
TOTAL WATER SYSTEM IMPROVEMENTS				\$17,586,300

3. CREDITS/REIMBURSEMENTS**A. LOCAL WATER SYSTEM IMPROVEMENTS****1. ZONE 1 POTABLE WATER**

A	12" Water Transmission Main	\$95.00 LF	8,900	\$845,500
B	16" Water Transmission Main	\$126.20 LF	400	\$50,480
C	24" Water Transmission Main	\$190.90 LF	7,600	\$1,450,840

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D 12-inch Butterfly Valve Assembly	\$3,452.00 EA	5	\$17,260
E 16-inch Butterfly Valve Assembly	\$5,394.00 EA	2	\$10,788
F 24-inch Butterfly Valve Assembly	\$10,249.00 EA	11	\$112,739
G Pressure Reducing Station Zone 1 to Zone 3	\$100,000 EA	1	\$100,000
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>			\$2,587,607
<i>Contingency (20%)</i>			\$517,521
<i>Engineering/Plan Check/Inspection (8%)</i>			\$207,009
TOTAL ZONE 1 POTABLE WATER CREDITS			\$3,312,137
2. ZONE 3 POTABLE WATER			
A 16" Water Transmission Main	\$126.20 LF	5,300	\$668,860
B 16-inch Butterfly Valve Assembly	\$5,394.00 EA	5	\$26,970
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>			\$695,830
<i>Contingency (20%)</i>			\$139,166
<i>Engineering/Plan Check/Inspection (8%)</i>			\$55,666
TOTAL ZONE 3 POTABLE WATER CREDITS			\$890,662
3. ZONE 6 POTABLE WATER			
A 16" Water Transmission Main	\$126.20 LF	6,500	\$820,300
B 16-inch Butterfly Valve Assembly	\$5,394.00 EA	6	\$32,364
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>			\$852,664
<i>Contingency (20%)</i>			\$170,533
<i>Engineering/Plan Check/Inspection (8%)</i>			\$68,213
TOTAL ZONE 6 POTABLE WATER CREDITS			\$1,091,410
TOTAL POTABLE WATER CREDITS			\$5,294,209

4. ZONE 1 NON-POTABLE WATER

A 6" Non Potable Water Pipeline	\$22.30 LF	1,800	\$40,140
B 10" Non Potable Water Pipeline	\$37.20 LF	9,700	\$360,840
C 20" Non Potable Water Pipeline	\$125.40 LF	5,900	\$739,860
D 6-inch Gate Valve Assembly	\$0.00 EA	2	\$0

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E	10-inch Gate Valve Assembly	\$0.00 EA	8	\$0
F	20-inch Butterfly Valve Assembly	\$0.00 EA	5	\$0
G	Pressure Reducing Station Zone 1 to Zone 3	\$100,000 EA	1	<u>\$100,000</u>
<i>Zone 1 Non-Potable Water Subtotal (Raw Construction Cost)</i>				\$1,240,840

Contingency (20%) \$248,200

Engineering/Plan Check/Inspection (8%) \$99,300

TOTAL ZONE 1 NON-POTABLE WATER CREDITS **\$1,588,340**

5. ZONE 2 NON-POTABLE WATER

A	10" Non Potable Water Pipeline	\$37.20 LF	12,800	\$476,160
B	10-inch Gate Valve Assembly	\$0.00 EA	10	<u>\$0</u>

Zone 2 Non-Potable Water Subtotal (Raw Construction Cost) \$476,160

Contingency (20%) \$95,200

Engineering/Plan Check/Inspection (8%) \$38,100

TOTAL ZONE 2 NON-POTABLE WATER CREDITS **\$609,460**

6. ZONE 3 NON-POTABLE WATER

A	10" Non Potable Water Pipeline	\$37.20 LF	4,100	\$152,520
B	12" Non Potable Water Pipeline	\$44.70 LF	4,200	\$187,740
C	16" Non Potable Water Pipeline	\$80.70 LF	2,500	\$201,750
D	10-inch Gate Valve Assembly	\$0.00 EA	2	\$0
E	12-inch Butterfly Valve Assembly	\$0.00 EA	3	\$0
F	16-inch Butterfly Valve Assembly	\$0.00 EA	5	\$0
G	Check Valve Station Zone 1 to Zone 2	\$28,373 EA	2	<u>\$56,746</u>

Zone 3 Non-Potable Water Subtotal (Raw Construction Cost) \$598,756

Contingency (20%) \$119,800

Engineering/Plan Check/Inspection (8%) \$47,900

TOTAL ZONE 3 NON-POTABLE WATER CREDITS **\$766,456**

TOTAL NON-POTABLE WATER CREDITS **\$2,964,256**

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B. REGIONAL WATER SYSTEM IMPROVEMENTS

1. NORTH SERVICE AREA TREATED WATER SUPPLY IMPROVEMENTS (NSA)

A. NSA ZONE 1 WATER

1.	12" Raw Ground Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,800	\$0
2.	16" Raw Ground Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,300	\$0
3.	18" Raw Ground Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	7,000	\$0
4.	30" Water Transmission Main	\$263.20 LF	7,000	\$1,842,400
5.	12-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
6.	16-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
7.	18-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	6	\$0
8.	30-inch Butterfly Valve Assembly	\$19,526.00 EA	11	\$214,786
9.	Cathodic Protection System (30" Water T-Main)	\$5.40 LF	7,000	\$37,800
10.	Sunrise Douglas 2: Booster Pump Station (Future NSA Facilities to be constructed by Zone 40)	\$0 GPM	17,500	\$0
11.	Sunrise Douglas 2: Storage Tank (Future NSA Facilities to be constructed by Zone 40)	\$0 MG	4.0	\$0
12.	Sunrise Douglas 2: 30-inch Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0 LF	16,200	\$0
13.	Sunrise Douglas 2: 30-inch Butterfly Valves (Future NSA Facilities to be constructed by Zone 40)	\$0 EA	12	\$0
14.	Sunrise Douglas 2: Cathodic Protection (30" T-Main) (Future NSA Facilities to be constructed by Zone 40)	\$0 LF	16,200	\$0
<i>NSA Zone 1 Water Subtotal (Raw Construction Cost)</i>				\$2,094,986
<i>Contingency (20%)</i>				\$419,000
<i>Engineering/Plan Check/Inspection (8%)</i>				\$167,600
TOTAL NSA ZONE 1 WATER CREDITS				\$2,681,586

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B. NSA ZONE 6 WATER

1.	24" Water Transmission Main	\$190.90 LF	11,300	\$2,157,170
2.	24" Water Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	2,600	\$0
3.	24-inch Butterfly Valve Assembly	\$10,249.00 EA	8	\$81,992
4.	24-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	3	\$0
5.	Pressure Reducing Station Zone 6 to Zone 1	\$100,000 EA	2	\$200,000
6.	SunCreek Ground Water Treatment Plant (GWTP) (Future NSA Facilities to be constructed by Zone 40)	MGD	4.0	\$0
7.	SunCreek GWTP: Ground Water Supply Wells (Future NSA Facilities to be constructed by Zone 40)	EA	3	\$0
8.	SunCreek GWTP: Booster Pump Station (Future NSA Facilities to be constructed by Zone 40)	GPM	6,000	\$0
7.	SunCreek GWTP: Storage Tank (Future NSA Facilities to be constructed by Zone 40)	MG	1.5	\$0

NSA Zone 6 Water Subtotal (Raw Construction Cost) \$2,439,162

Contingency (20%) \$487,800

Engineering/Plan Check/Inspection (8%) \$195,100

TOTAL NSA ZONE 6 WATER CREDITS \$3,122,062

TOTAL REGIONAL WATER SYSTEM CREDITS \$5,803,648

TOTAL WATER SYSTEM CREDITS \$14,062,113

WATER COST ESTIMATE SUMMARY

A. LOCAL WATER SYSTEM IMPROVEMENTS**1. Potable Water System Improvements**

A. ZONE 1 WATER FACILITIES	\$3,541,700
B. ZONE 3 WATER FACILITIES	\$967,300
C. ZONE 6 WATER FACILITIES	\$1,185,300
Subtotal	\$5,694,300

2. Non-Potable Water System Improvements

A. ZONE 1 NON-POTABLE WATER	\$2,706,800
B. ZONE 2 NON-POTABLE WATER	\$1,429,700
C. ZONE 3 NON-POTABLE WATER	\$1,528,900
Subtotal	\$5,665,400

Total Local Water System Improvements \$11,359,700

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

B. REGIONAL WATER SYSTEM IMPROVEMENTS

1. ZONE 1 WATER FACILITIES	\$2,852,300
2. ZONE 6 WATER FACILITIES	\$3,374,300
Total Regional Water System Improvements	\$6,226,600

Total Water System Improvements \$17,586,300

C. SCWA CREDITS/REIMBURSEMENTS

1. Local Water System Credits/Reimbursements

A. Potable Water System Credits/Reimbursements

1. ZONE 1 POTABLE CREDITS/REIMBURSEMENTS	(\$3,312,137)
2. ZONE 3 POTABLE CREDITS/REIMBURSEMENTS	(\$890,662)
3. ZONE 6 POTABLE CREDITS/REIMBURSEMENTS	(\$1,091,410)
Subtotal	(\$5,294,209)

B. Non-Potable Water System Credits/Reimbursements

1. Zone 1 NON-POTABLE CREDITS/REIMBURSEMENTS	(\$1,588,340)
2. Zone 2 NON-POTABLE CREDITS/REIMBURSEMENTS	(\$609,460)
3. Zone 3 NON-POTABLE CREDITS/REIMBURSEMENTS	(\$766,456)
Subtotal	(\$2,964,256)

Total Local Water System Credits/Reimbursments (\$8,258,465)

2. Regional Water System Credits/Reimbursements

A. ZONE 1 WATER FACILITIES CREDITS/REIMBURSEMENTS	(\$2,681,586)
A. ZONE 6 WATER FACILITIES CREDITS/REIMBURSEMENTS	(\$3,122,062)

Total Regional Water System Credits/Reimbursements (\$5,803,648)

Total Water System Improvements Credits/Reimbursements (\$14,062,113)

GRAND TOTAL WATER COST \$3,524,187

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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7991.10

F. Park Corridors and Trails System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1. Park Corridors and Trails System					
A.	16-ft Wide Trail, 12-ft Wide Pavement & Two 2-ft. Decomposed Granite Shoulders plus 5-ft. Wide Landscaping Improvements on both sides	16,000	LF	\$80.00	\$1,280,000
B.	14-ft Wide Trail, 10-ft Wide Pavement & Two 2-ft. Decomposed Granite Shoulders plus 5-ft. Wide Landscaping Improvements on both sides	21,000	LF	\$70.00	\$1,470,000
C.	At-Grade Roadway Crossing	4	EA	\$40,000	\$160,000
D.	Wetland Preserve - SunCreek Trail Overcrossing (Shalako Preserve - East)	1	EA	\$120,000	\$120,000
E.	Wetland Preserve - SunCreek Trail Overcrossing (West) (Shalako Preserve - West)	1	EA	\$120,000	\$120,000
<i>Park Corridors and Trails System Subtotal (Raw Construction Cost)</i>					\$3,150,000
<i>Contingency (20%)</i>					\$630,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$473,000
Total Park Corridors and Trails System					\$4,253,000

Park Corridors and Trails System Cost Summary

1. Park Corridors and Trails System	\$4,253,000
GRAND TOTAL PARK CORRIDORS AND TRAILS SYSTEM COST	\$4,253,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

G. Wetland Preserve Improvements

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1. Wetland Preserve					
A.	Wetland Buffer Hydroseeding & Mulching (Native Grasses - No Irrigation)	44.8	AC	\$10,000	\$448,000
B.	Wetland Preserve Post & Cable Barrier	36,200	LF	\$20.00	\$724,000
<i>Wetland Preserve Improvements Subtotal (Raw Construction Cost)</i>					\$1,172,000
<i>Contingency (20%)</i>					\$234,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$176,000
Total Wetland Preserve Improvements					\$1,582,000

Wetland Preserve Improvements Cost Summary

1. Wetland Preserve Improvements	\$1,582,000
GRAND TOTAL WETLAND PRESERVE IMPROVEMENTS COST	\$1,582,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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Preliminary Master Cost Per Linear Foot

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1 Clear and Grub	s.f.	\$0.10
2 Sawcut Asphalt Concrete	l.f.	\$1.00
3 Remove Existing Asphalt Concrete	s.f.	\$1.00
4 Rough Grade Excavation	c.y.	\$3.50
5 Roadside Ditch	l.f.	\$7.00
6 Roadway Excavation	c.y.	\$5.00
7 Roadway Subgrade Preparation	s.f.	\$0.12
8 2" Asphalt Concrete Paving	s.f.	\$1.08
9 4" Asphalt Concrete Paving	s.f.	\$2.16
10 6" Asphalt Concrete Paving	s.f.	\$3.24
11 6" Aggregate Base	s.f.	\$1.35
11 18" Aggregate Base	s.f.	\$2.07
12 24" Aggregate Base	s.f.	\$2.70
13 Curb & Gutter, Type 2 (Vertical Curb)	l.f.	\$18.00
14 Median Curb, Type 3 (Barrier)	l.f.	\$14.00
15 Median Curb, Type 4 (Barrier)	l.f.	\$13.00
15 Median Landscaping & Irrigation	s.f.	\$4.00
16 Landscape Corridor Planting & Irrigation	s.f.	\$4.50
17 3-5/8" Concrete Sidewalk	s.f.	\$4.00
18 Signing & Striping (cost per lane)	l.f.	\$1.00
19 Erosion Control	s.f.	\$0.10
20 Roadside Ditch	l.f.	\$10.00
21 Dry Utility Joint Trench	l.f.	\$80.00
22 Street Lights (Type A, 220' spacing, one sides)	l.f.	\$17.50
23 Street Lights (Type A, 220' spacing, both sides)	l.f.	\$25.00
24 Traffic Signal Interconnect	l.f.	\$6.00
25 Trail (12-ft wide with two 2-ft. DG shoulders)	l.f.	\$80.00
26 Trail (10-ft wide with two 2-ft. DG shoulders)	l.f.	\$70.00
27 10" Water Distribution Line (In Street - Incl. Valves & Hyrdants)	l.f.	\$95.00
28 18" Storm Drainage Line (Street Drainage - Incl. MH's and DI's)	l.f.	\$85.00
29 10" Sewer Line (In Street - Incl. MH's)	l.f.	\$80.00

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

<u>Street Section Cost Summary</u>		
<u>Street Name</u>	<u>Section Type</u>	<u>Cost</u>
<u>Construction Cost</u>		
Rancho Cordova Parkway (Half-Section Plus Full Median)	A	\$620
Rancho Cordova Parkway (Half-Section)	B	\$670
Kiefer Boulevard (Half-Section and Full Median)	C	\$600
Kiefer Boulevard (Half-Section and Full Median)	D	\$600
Kiefer Boulevard (Half-Section)	E	\$600
Americanos Boulevard (Full Section)	F	\$950
Americanos Boulevard (Full Section)	G	\$1,080
Americanos Boulevard (Full Section)	H	\$980
Chrysanthy Boulevard (Half-Section)	I	\$610
Grant Line Road (Half-Section)	J	\$0
Sunrise Boulevard (Half-Section)	K	\$600
Sunrise Boulevard (Half-Section)	L	\$620
North Campus Drive (Full-Section)	M	\$1,020
North Campus Drive (Half-Section)	N	\$690
West Park Drive (Full Section)	O	\$920
Central Park Drive (Full Section)	P	\$830
Central Park Drive (Full Section)	Q	\$770
Central Park Drive (Full Section)	R	\$890
Central Park Drive (Full Section)	S	\$830
<u>CIP Reimbursement Amount</u>		
Rancho Cordova Parkway (Half-Section Plus Full Median)	AA	\$180
Rancho Cordova Parkway (Half-Section)	BB	\$140
Kiefer Boulevard (Half-Section and Full Median)	CC	\$180
Kiefer Boulevard (Half-Section and Full Median)	DD	\$180
Kiefer Boulevard (Half-Section)	EE	\$130
Americanos Boulevard (Full Section)	FF	\$260
Americanos Boulevard (Full Section)	GG	\$260
Americanos Boulevard (Full Section)	HH	\$260
Chrysanthy Boulevard (Half-Section)	II	\$130
Grant Line Road (Half-Section)	JJ	\$0
Sunrise Boulevard (Half-Section)	KK	\$190
Sunrise Boulevard (Half-Section)	LL	\$190
North Campus Drive (Full-Section)	MM	\$260
North Campus Drive (Half-Section)	NN	\$130
<u>SunCreek Plan Area Development Fee</u>		
Central Park Drive Median	PP	\$90
West Park Drive Median	QQ	\$90

APPENDIX G:

Infrastructure Phasing Plan for
SunCreek Specific Plan,
prepared by MacKay & Soms



INFRASTRUCTURE PHASING PLAN

FOR

SUNCREEK SPECIFIC PLAN

CITY OF RANCHO CORDOVA, CA

OCTOBER 3, 2013

PREPARED FOR:

CITY OF RANCHO CORDOVA
PUBLIC WORKS DEPARTMENT
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

PROJECT DEVELOPER:

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HEARING
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1.0 Executive Summary

The SunCreek Specific Plan is a proposed 1,266+/- acre master planned community consisting of a mix of land uses within the Sunrise Douglas Community Plan. The project includes low to high-density single-family residential units, some multi-family residential units, a High/Middle School Site, elementary schools, a variety of parks and open space, commercial mixed use areas and a town center. Figure A is the proposed land use plan for the plan area and Figure B is a vicinity map for the SunCreek Specific Plan.

The purpose of the Infrastructure Phasing Plan is to set forth a conceptual phasing plan for the major backbone infrastructure needed to serve the plan area. Nine (9) discrete development phasing areas are envisioned, each of which can be developed independently of each other and in any order.

The concept of development phasing areas offers a way of describing the orderly and cost effective phasing of backbone infrastructure construction. The conceptual phasing areas are shown in Figure C.

The development of each of the phasing areas depicted in Figure C do not indicate development phasing or a prescriptive approach to phasing; rather they depict conceptual development phasing areas based on the logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as depicted. Furthermore, shifts in market demand and available financing mechanisms may also play a role in the way the plan area develops over time and that may alter the boundaries of the phasing areas as well as their number.

The final infrastructure phasing will be determined at the time of tentative subdivision map approval. This infrastructure phasing plan should be updated prior to each tentative map approval. Subsequent tentative map submittals will include updated infrastructure phasing plans.

This Phasing Master Plan identifies potential phases and provides general guidance for future conditions of approval and the development of Tentative Map Phasing Plans during subsequent entitlement approvals. This Phasing Master Plan also identifies the backbone infrastructure generally required to develop each potential phase.

A set of Guiding Principles for Phasing are presented that reflect City policy. The Guiding Principles may identify cumulative requirements for off site infrastructure and/or certain public facilities.

Tentative Map Phasing Plans (TMPP) will be approved prior to large and/or small lot tentative map approval. The TMPP will lay out a phasing plan for the tentative map identifying in detail the infrastructure to be included with each phase. The TMPP will be guided by the Infrastructure Phasing Plan for the SunCreek Specific Plan including the Guiding Principles for Infrastructure Phasing, but may vary from them somewhat at the

discretion of the City, consistent with then current City policy and as set forth in subsequent entitlement approvals. Tentative Map Phasing Plan will be able to be amended with future entitlement approvals. It is expected that the backbone infrastructure will be substantially complete to the satisfaction of the City Engineer prior to the issuance of any building permits within the tentative map area. Modifications to the Guiding Principles for Infrastructure Phasing will be considered and approved by the City Engineer if detailed engineering and cost analysis demonstrate that a more effective method of infrastructure development can be provided.

Over time, in response to market demands, the boundaries of the phasing areas may change; however, regardless of the ultimate configuration of the phasing areas, the appropriate segments of the backbone infrastructure must be constructed concurrent with individual phasing areas.

The governing construction phasing principle is to provide the necessary backbone infrastructure to meet the service levels identified by the City of Rancho Cordova. The backbone infrastructure envisioned in this phasing plan include major roads, storm drainage improvements, sanitary sewer system, water system improvements, non-potable water system improvements, and Zone 40 treated water supply Improvements. Exhibit D is a composite diagram of the major backbone infrastructure required to serve the plan area.

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2.0 Backbone Infrastructure

2.1 Infrastructure Overview

Backbone infrastructure refers to the streets, bridges, water, wastewater and drainage facilities, non-potable water facilities, dry utilities (electricity, gas, telephone and cable) and other public facilities that are needed to deliver public services to a community. The backbone infrastructure is sized and located to primarily service the needs of Plan Area residents.

All or portions of the backbone infrastructure may be constructed in advance of the construction of individual phasing areas. However, it is anticipated that infrastructure will be constructed in pace with development so long as the appropriate level of service is maintained.

While this phasing plan tentatively identifies which backbone infrastructure is needed to serve development of a particular phase area on a stand alone basis, exactly which backbone infrastructure will be needed to serve a particular phasing area will actually be determined at the time of tentative map approval through the adoption of the tentative map phasing plan and conditions of approval.

2.2 Description of Backbone Infrastructure

This section describes the major backbone infrastructure and utilities required to support development of the plan area. This information is presented at a conceptual level in order to provide an overview of the distribution, location, and extent of infrastructure.

The proposed infrastructure and utility improvements as shown in Exhibits E, F, G, H, I, and J are considered conceptual only, as additional infrastructure may be required to fully develop the Plan Area, as well as individual properties. The exact sizing and location of proposed utilities will be determined during the Tentative Map process, but should closely follow backbone infrastructure exhibits contained herein.

A significant amount of on-site and off-site infrastructure improvements are necessary to ensure the conveyance of water, non-potable water for irrigation, wastewater, and storm drainage for the Plan Area, as well as the necessary roads to serve the area.

The proposed backbone infrastructure improvements are described briefly described below:

2.2.1 Major Roads

The construction of twelve (12) major roadway improvements are planned within, adjacent and exterior to the plan area. While some of these arterials are located interior to the plan area, others are located along the

border of the plan area (partially within and partially outside of the plan area). Three of these roadway improvements are off site (See Exhibit U).

Generally, the construction of these arterials will be phased as follows:

1. Interior Arterials. Initially, only the outside lanes and frontage improvements of the interior segments of arterials will be constructed with an extra wide median and 6' inside shoulders taking the place of the interior lanes. When traffic warrants, the inside lanes and median curbs will be constructed.
2. Border Arterials
 - a. Existing Half Section. The median and the other half of the roadway improvements will be constructed, including frontage improvements.
 - b. New Half Section. The two through lanes and frontage improvements on the plan area side of the street shall be constructed. The median will be omitted in favor of the construction of a 6' wide shoulder and roadside ditch on the non-plan area side of the roadway.

2.2.2 Storm Drainage Improvements

The construction of four (4) major drainage pipelines, eight (8) detention/water quality/hydromodification basins, and six (6) drainage crossings.

2.2.3 Sanitary Sewer System Improvements

The construction of nine (9) reaches of trunk sewer lines, one sewer pump station and two force mains.

2.2.4 Water System Improvements

The construction of fourteen (14) segments of Zone 1 water transmission pipelines, two (2) segments of Zone 3 water transmission pipelines, seven (7) segments of Zone 6 water transmission pipelines, and a small number of connecting water pipelines to facilitate the independent development of each discrete phasing areas. These system improvements neither include the future transmission pipelines nor the future raw groundwater transmission pipelines that will be constructed by SCWA at a later date

2.2.5 Non-Potable Water System Improvements

The construction of seven (7) segments of Zone 1 non-potable water transmission pipelines, five (5) segments of Zone 3 non-potable water transmission pipelines, and three (3) segments of Zone 6 non-potable water transmission pipelines.

2.2.6 Zone 40 Treated Water Supply Improvements

All future Zone 40 treated water transmission pipelines planned for the project area that will be constructed by SCWA in the future. Likewise, all future off-site treated water pipelines, the future treated water storage tanks, and the future booster pump station will be constructed by SCWA in the future.

2.2.7 Undergrounding of Existing Overhead Utilities

The undergrounding of existing overhead utilities (i.e., electricity and/or telephone) along the northerly side of Kiefer Boulevard east of Rancho Cordova Parkway.

The particular details of the backbone infrastructure (such as road lengths, pipe sizes alignments, basin sizes, and appurtenances) are contained in the individual infrastructure master plans for the SunCreek Specific Plan. The backbone infrastructure is explained in more detail in Exhibit J.

2.3 Pedestrian and Bike Trails

A pedestrian and bike trail system is to be constructed within the plan area. The alignment of this trail system is shown in the Specific Plan. The trail system shall be constructed in phases as each of the adjacent developments is constructed. As such, the specifics of trail phasing will be deferred until submittal of the Tentative Map Phasing Plans for each development.

3.0 Conceptual Phasing Plan

3.1 Phasing Areas

The concept of development phasing areas offers a way of describing the orderly and cost effective phasing of backbone infrastructure construction. The nine (9) conceptual phasing areas shown in Exhibit C are described in further detail below.

The phasing areas depicted in Exhibit C do not indicate development phasing or a prescriptive approach to phasing; rather they depict conceptual phasing areas based on the logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as depicted. Furthermore, shifts in market demand and available financing mechanisms may also play a role in the way the plan area develops over time and that may alter the boundaries of the phasing areas as well as their number.

The nine (9) conceptual phasing or development areas are briefly described as follows:

3.1.1 Phase 1 (Shalako West)

Phase 1 is bounded by Sunrsie Blvd. on the west, Kiefer Blvd. on the north, the Kite Creek nature preserve on the east, and the southern boundary of the plan area on the south.

3.1.2 Phase 2 (Shalako East)

Phase 2 is bounded by the Kite Creek nature preserve on the west, Kiefer Blvd. on the north, the future Rancho Cordova Parkway on the east, and the southern boundary of the plan area on the south.

3.1.3 Phase 3 (Investek North)

Phase 3 is bounded on the west by Rancho Cordova Parkway, on the north by future Central Park Drive, and on the southeast by the Kite Creek nature preserve.

3.1.4 Phase 4 (Investek South)

Phase 4 is bounded on the west by the Kite Creek nature preserve, on the north by future Central Park Drive, on the east by future Americanos Boulevard, and on the south by Kiefer Boulevard.

3.1.5 Phase 5 (Callahan)

Phase 5 bounded by the northern plan area boundary, on the east by Phase 6, on the south by future Central Park Drive, and on the west by Rancho Cordova Parkway.

3.1.6 Phase 6 (Smith-Dunmore)

Phase 6 is bounded by the northern plan area boundary, on the east by Phase 8, on the south by future Central Park Drive, and on the west by Phase 5.

3.1.7 Phase 7 (Sierra Sunrise South)

Phase 7 is bounded on the north by the Kite Creek nature preserve, on the east by the eastern plan area boundary, on the south by Kiefer Boulevard and on the west by future Americano Boulevard.

3.1.8 Phase 8 (Sierra Sunrise North)

Phase 8 is bounded on the north by the northern plan area boundary and Phase 9, on the east by the eastern plan area boundary, on the south by Kite Creek nature preserve and on the west by Phase 6.

3.1.9 Phase 9 (Grant Line 220)

Phase 9 is bounded by the northern plan area boundary, on the east by Grant Line Road, on the south by the southern plan area boundary and Phase 8, and on the west by the western plan area boundary.

3.2 Phasing Concepts

As previously discussed, the conceptual phasing areas do not necessarily represent phasing; they do represent discrete phasing areas that can be developed in any order. The final development and infrastructure phasing will be determined at the time of tentative subdivisions map approval. Subsequent tentative map submittals will include updated infrastructure phasing plans.

While it may be desirable to construct major elements of the backbone infrastructure at one time to serve all of the plan area properties, it is more likely that backbone infrastructure will be constructed in two or more phases to more properly align infrastructure financing with a particular development (phase) area.

Accordingly, placement of backbone infrastructure may or may not develop as depicted herein. Additionally, alternative backbone infrastructure arrangements may be proposed over time as each of the individual phasing areas are actually developed.

Over time, in response to market demands, the boundaries of the phasing areas may change; however, regardless of the ultimate configuration of the phasing areas, the appropriate segments of the backbone infrastructure must be constructed concurrent with individual phasing areas. The governing construction phasing principle is to provide the necessary backbone infrastructure to meet the service levels identified by the City of Rancho Cordova.

3.3 Infrastructure Phasing

While somewhat conceptual in nature, Exhibit K lists the specific improvements that may be needed to serve the development of each of the phasing areas identified above. Exhibits L through T show the backbone infrastructure needed to serve each of the phasing areas.

This phasing plan tentatively identifies which backbone infrastructure is needed to serve development of a particular phase area on a stand alone basis. However, exactly which backbone infrastructure will be needed to serve a particular phasing area will actually be determined at the time of tentative map approval through the adoption of the tentative map phasing plan and conditions of approval.

3.4 Guiding Principles

These Guiding Principles define the “rules” regarding the funding and construction of infrastructure and the phasing of development in the SCSP. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the SCSP shall be consistent with, and the Conditions of Approval shall include the following policies:

3.4.1 Responsibility for Infrastructure Funding

Development within the SCSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. The Development Agreements or Conditions of Approval will detail the amounts over and above the developer’s fair share that will be reimbursed or credited after subsequent developers pay their fair share of the full costs of infrastructure. The Financing Plan, Development Agreement and Tentative Map Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

3.4.2 Timing of Infrastructure Funding

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

3.4.3 General Timing- Offsite & Onsite Infrastructure

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

3.4.4 Linking Requirements to General Plan

Before building permit issuance in the SCSP, infrastructure required of a specific project shall be constructed to the satisfaction of the City Engineer, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by subsequent entitlement approvals.

3.4.5 Refinement of Onsite Infrastructure

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

3.4.6 Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan provides minimum SCSP offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with SCSP onsite capital improvement requirements, unless otherwise modified by subsequent entitlement approvals.

3.4.7 Offsite Core Infrastructure Timing

The Phasing Plan and Financing Plan will identify offsite infrastructure timing requirements.

3.4.8 Finance Mechanisms and Funding Availability

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

3.4.9 Forms of Dedication

All dedications shall be in a form approved by the City, including but not limited to grant deeds, easements, irrevocable offers of dedication, or other approved instruments. The type and form of the dedication shall be at the sole discretion of the City, or as otherwise provided for in the approval of small lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

3.4.10 Right-of-Way and Easement Dedication

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

3.4.11 Park Dedications

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

3.4.12 Major Roadway Timing and Completeness

All required infrastructure for a development phase, including onsite and offsite roadways, shall be substantially complete to the satisfaction of the City Engineer prior to the issuance of building permits in that phase. Prior to occupancy all streets and improvements shown on the phasing plan shall be completed to the satisfaction of the City Engineer. The Development Agreement and Financing Plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City Engineer prior to approval of each tentative map.

These improvements shall include the full section from curb to curb, streetlights, sidewalks, median landscaping, parkway landscaping and other roadside appurtenances. At the City's discretion, phasing of lanes on arterial roadway roadways may be implemented through provision of wider interim medians that will provide space for future lanes. In addition, at the City's discretion, certain roadside elements could be phased with construction of adjacent development.

3.4.13 Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map. A detailed agreement on requirements and timing for the tentative map-phasing plan will be finalized prior to the approval of small lot tentative maps or large lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

3.4.14 Logical Completion of Roadway Segments

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

3.4.15 Two Points of Access

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

3.4.16 Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment. Such improvements may allow for future phasing of additional travel lanes at the discretion of the City if traffic volumes and City transportation priorities do not warrant full construction at the time of development.

3.4.17 Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their ultimate configuration unless otherwise approved by the City. If the City determines that phasing of an intersection is appropriate, the phased construction shall accommodate the ultimate intersection design. Where an intersection will be signalized, the new signal shall be installed during construction of the intersection unless otherwise approved by the City.

3.4.18 Ultimate Utility Installation

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

3.4.19 Interim Improvement Alternatives

The phasing of infrastructure improvements depicted in the Infrastructure Phasing Plan, particularly sewer and water infrastructure improvements, may not be the most cost efficient and/or effective manner in which to phase the improvements to service each phase of a project. The City Engineer may consider interim infrastructure improvements if the applicant is able to demonstrate the viability and cost effectiveness of phasing infrastructure improvements. This agreement will occur prior to approval of tentative subdivision maps.

3.4.20 Operations and Maintenance Financing

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

3.4.21 Police CFD for Residential Projects

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

3.4.22 Road Maintenance CFD

All properties shall be included in a Benefit Assessment District or Community Facilities District that provides additional ongoing street maintenance revenues prior to approval of final maps or prior to building permits for projects that do not require an associated final map.

4.0 Conclusion

This Infrastructure Phasing Plan sets forth a conceptual phasing plan for the major backbone infrastructure needed to serve the plan area. Nine (9) discrete phasing areas are envisioned, each of which can be developed independently of each other.

The final development and infrastructure phasing will be determined at the time of tentative subdivisions map approval. Subsequent tentative map submittals will include updated infrastructure phasing plans.

Over time, in response to market demands, the boundaries of the phasing areas may change; however, regardless of the ultimate configuration of the phasing areas, the appropriate segments of the backbone infrastructure must be constructed concurrent with individual phasing areas.

HEARING
DRAFT

5.0 Exhibits

HEARING
DRAFT

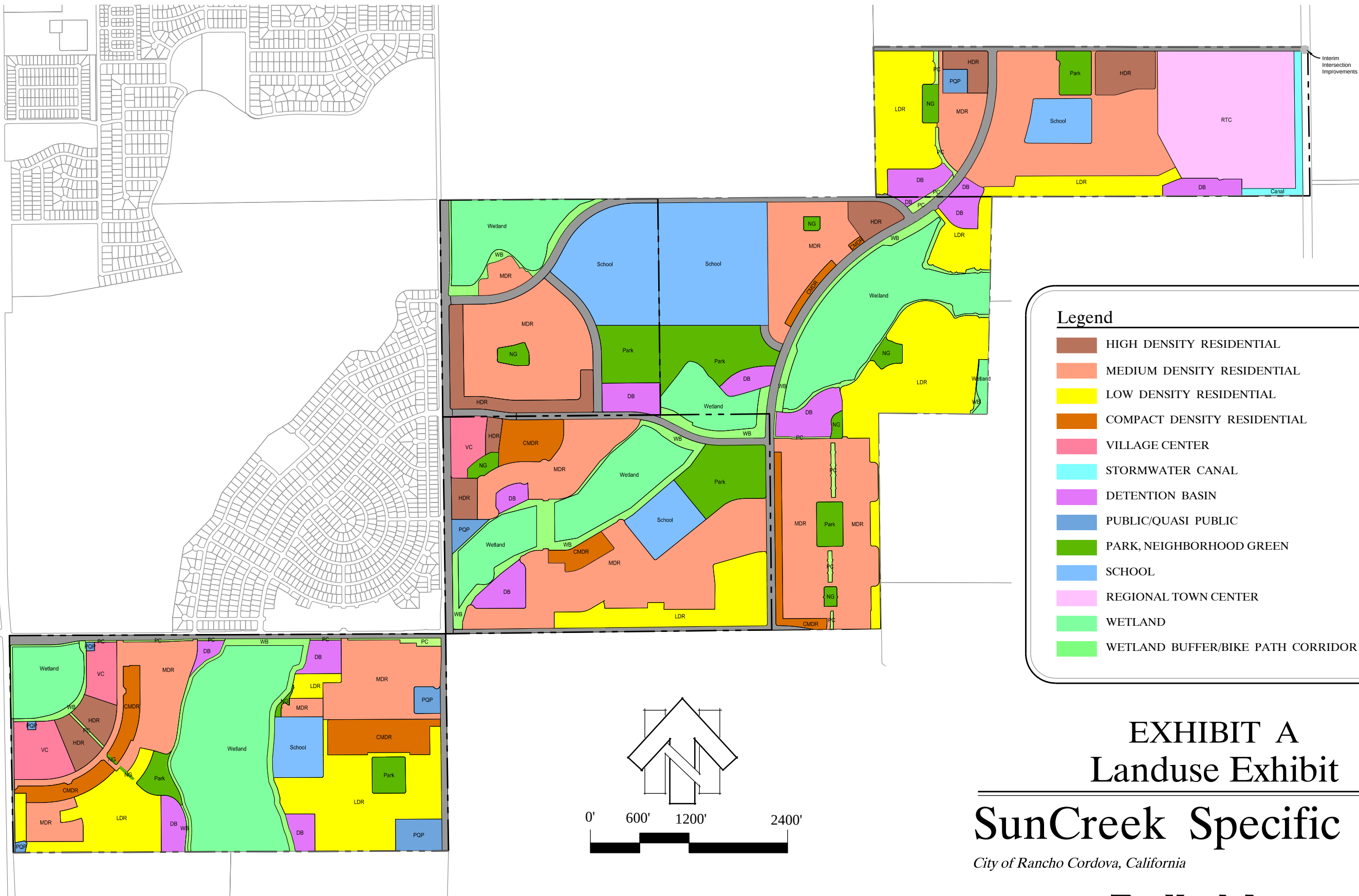


EXHIBIT A

Landuse Exhibit

SunCreek Specific Plan

City of Rancho Cordova, California

July, 2013

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

7991-00
Page 16

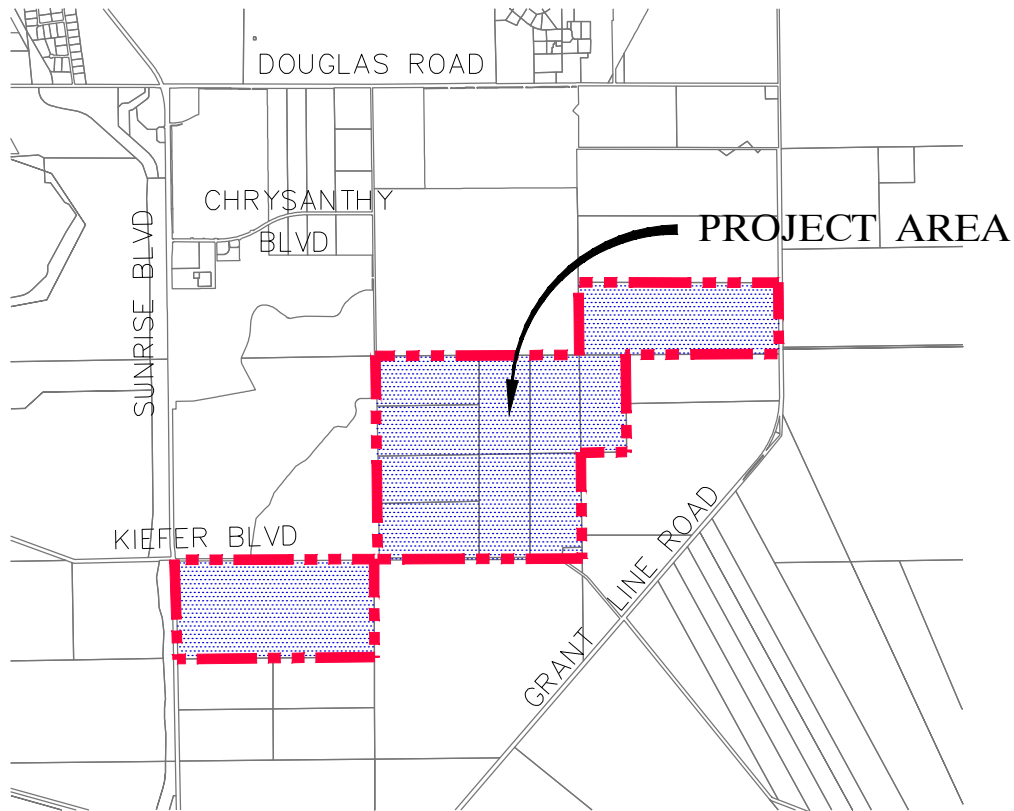
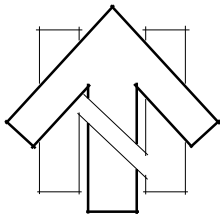


EXHIBIT B Vicinity Map



NO SCALE

SUNCREEK SPECIFIC PLAN

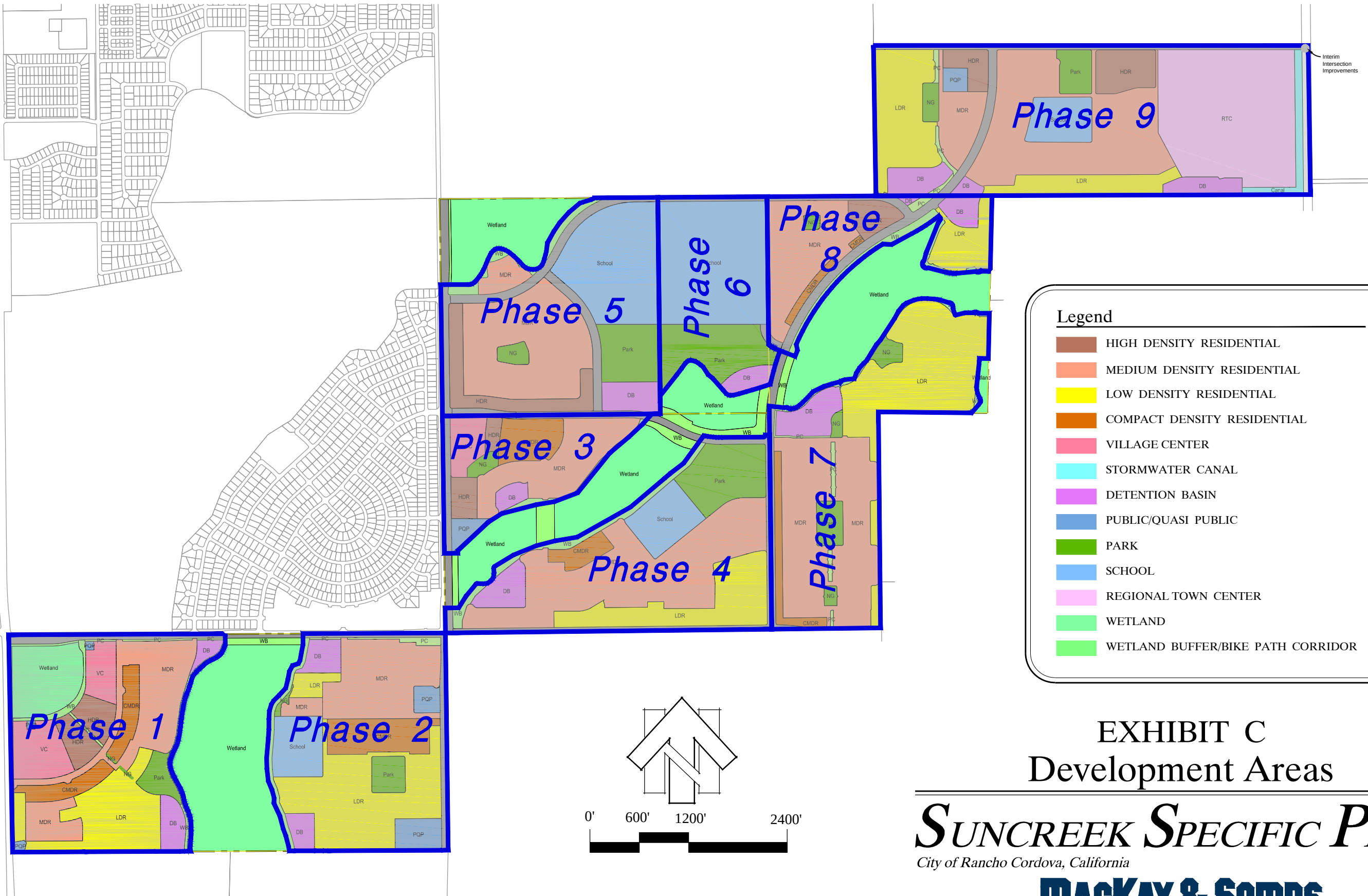
City of Rancho Cordova, California

July, 2013

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Legend

- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- COMPACT DENSITY RESIDENTIAL
- VILLAGE CENTER
- STORMWATER CANAL
- DETENTION BASIN
- PUBLIC/QUASI PUBLIC
- PARK
- SCHOOL
- REGIONAL TOWN CENTER
- WETLAND
- WETLAND BUFFER/BIKE PATH CORRIDOR

EXHIBIT C
Development Areas

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

July, 2013

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INFRASTRUCTURE ABBREVIATIONS

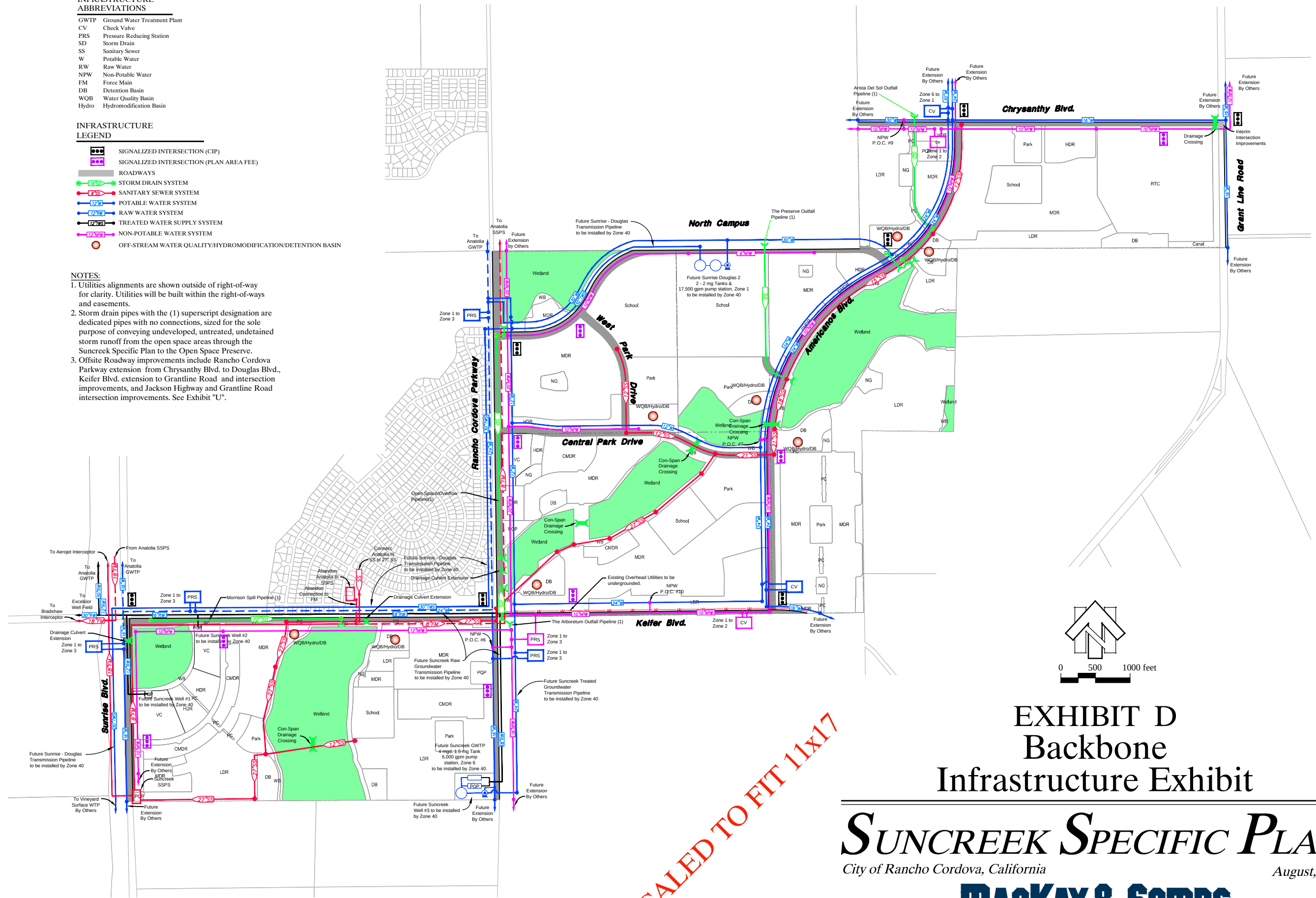
GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTES:

- Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
- Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the SunCreek Specific Plan to the Open Space Preserve.
- Offsite Roadway improvements include Rancho Cordova Parkway extension from Chrysanth Blvd. to Douglas Blvd., Keifer Blvd. extension to Grantline Road and intersection improvements, and Jackson Highway and Grantline Road intersection improvements. See Exhibit "U".



SCALED TO FIT 11x17

EXHIBIT D
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

August, 2013

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

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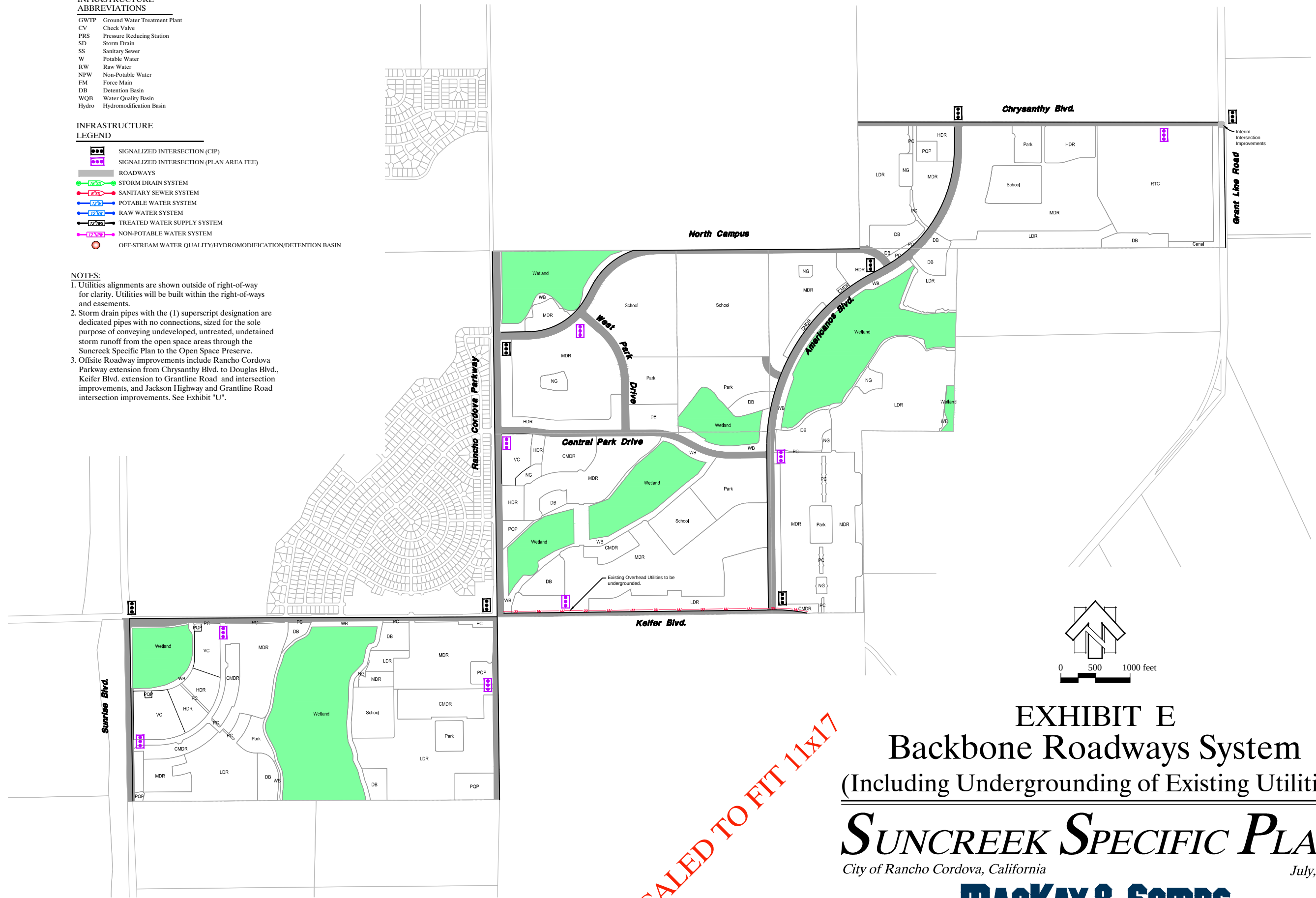
INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
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INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
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- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

- NOTES:
1. Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
 2. Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the Suncreek Specific Plan to the Open Space Preserve.
 3. Offsite Roadway improvements include Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd., Keifer Blvd. extension to Grantline Road and intersection improvements, and Jackson Highway and Grantline Road intersection improvements. See Exhibit "U".



SCALED TO FIT 11x17

EXHIBIT E
Backbone Roadways System
(Including Undergrounding of Existing Utilities)

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
July, 2013

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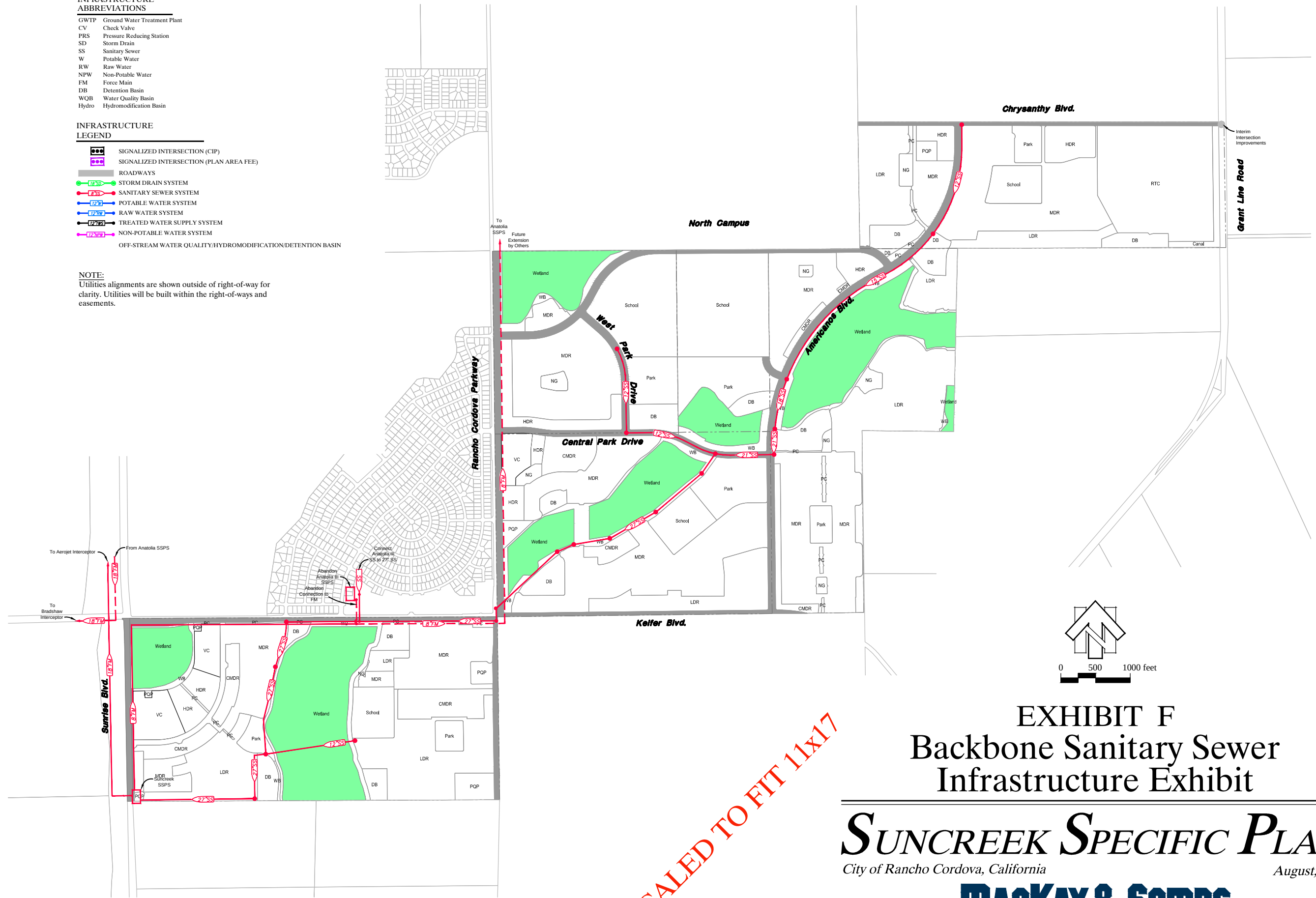
INFRASTRUCTURE ABBREVIATIONS

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INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
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- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/RETENTION BASIN

NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.



SCALED TO FIT 11x17

EXHIBIT F

Backbone Sanitary Sewer Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California

August, 2013

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GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
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	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
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	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

INFRASTRUCTURE

ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
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INFRASTRUCTURE

LEGEND

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
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	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.

Map Labels:

- Chrysanthy Blvd.
- American Blvd.
- West Park Drive
- Central Park Drive
- Kelter Blvd.
- Sunrise Blvd.
- Rancho Cordova Parkway
- North Campus
- Central Campus
- South Campus
- Future Sunrise - Douglas Transmission Pipeline to be installed by Zone 40
- Future SunCreek Raw Groundwater Transmission Pipeline to be installed by Zone 40
- Future SunCreek Treated Groundwater Transmission Pipeline to be installed by Zone 40
- Future SunCreek GWTP 4 mgd-1.5 mg Tank 6,000 gpm pump station, Zone 6 to be installed by Zone 40
- Future SunCreek Well #2 to be installed by Zone 40
- Future SunCreek Well #1 to be installed by Zone 40
- Future SunCreek Well #3 to be installed by Zone 40
- Future Extension By Others
- Interim Intersection Improvements

EXHIBIT G Backbone Water Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California

July,

BACKBONE WATER

SCALED TO FIT 11x17

SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California *July, 2013*

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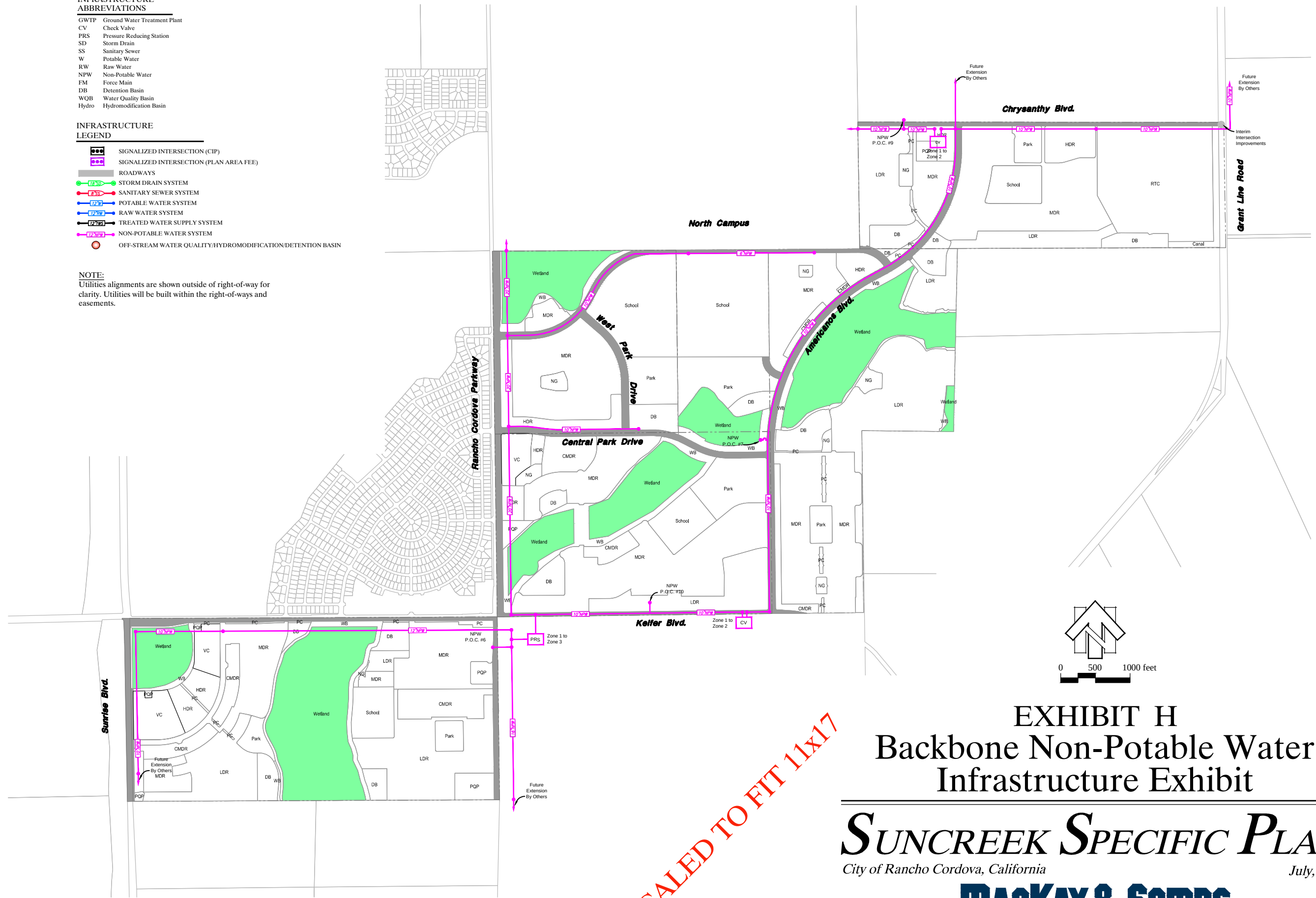
INFRASTRUCTURE ABBREVIATIONS

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INFRASTRUCTURE LEGEND

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NOTE:
Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.



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EXHIBIT H
Backbone Non-Potable Water
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

July, 2013

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INFRASTRUCTURE ABBREVIATIONS

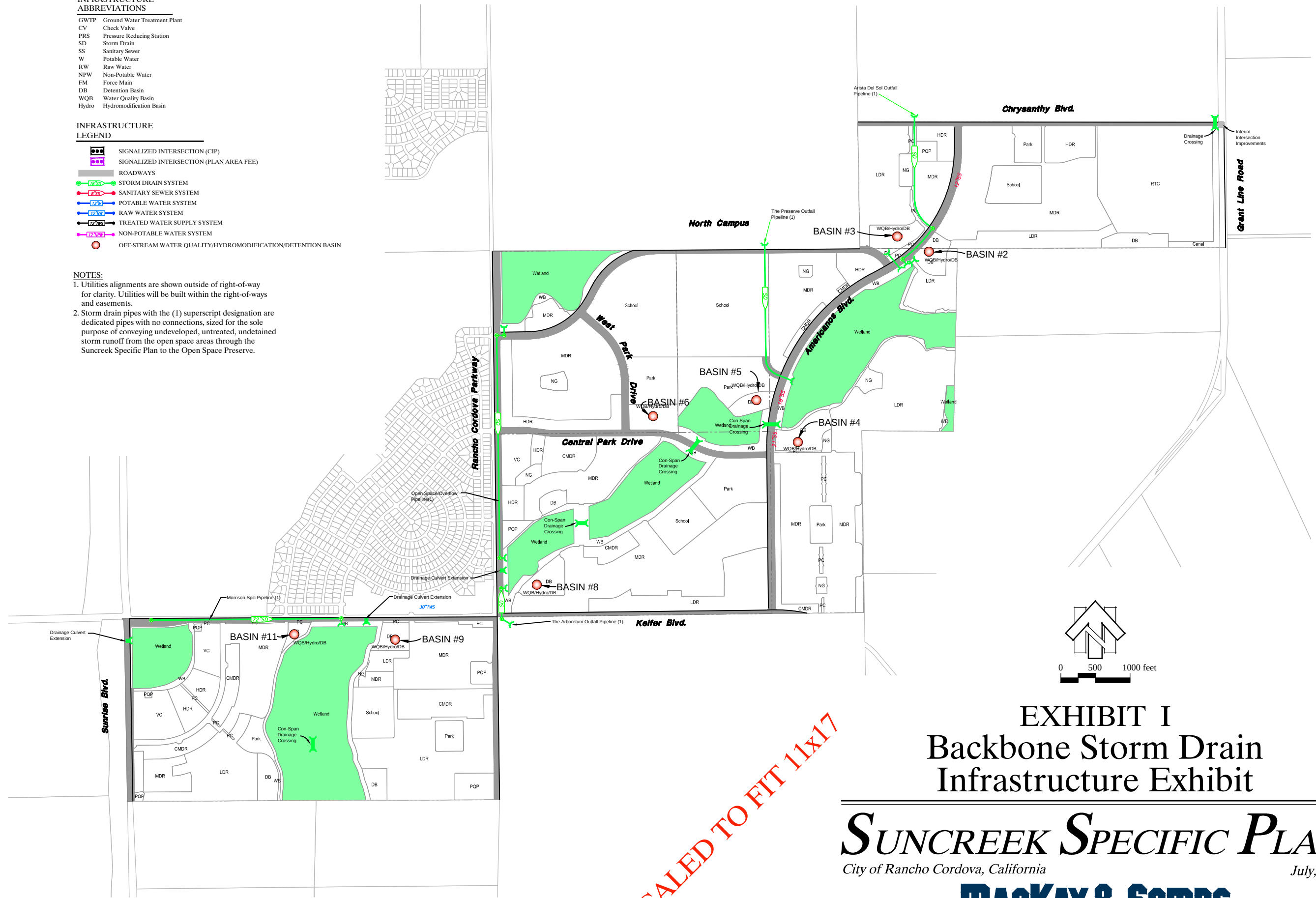
GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTES:

1. Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
2. Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the Suncreek Specific Plan to the Open Space Preserve.



SCALED TO FIT 11x17

EXHIBIT I
Backbone Storm Drain
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

July, 2013

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

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Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
A	<u>Major Roads</u>	
1	Rancho Cordova Parkway	A 4-lane divided thoroughfare roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road, and associated underground utilities (water, sewer, drainage and dry utilities).
a	Northern Project Limit to Central Park Drive	Eastern half street improvements only
b	Central Park Drive to Kiefer Boulevard	Eastern half street improvements only
c	Kiefer Boulevard to Southern Project Limit	Western half street improvements only
2	Kiefer Boulevard	A 4-lane divided arterial roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Sunrise Boulevard to Rancho Cordova Parkway	Southern half street improvements only
b	Rancho Cordova Parkway to Americanos Boulevard	Northern half street improvements only
c	Americanos Boulevard to Easter Project Limit	Northern half street improvements only
3	Americanos Boulevard	A 4-lane divided arterial roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Chrysanth Boulevard to Southern Boundary of Grant Line 220	Full street improvements
b	Southern Boundary of Grant Line 220 to North Campus Drive	Full street improvements
c	North Campus Drive to Central Park Drive	Full street improvements
d	Central Park Drive to Kiefer Boulevard	Full street improvements
4	Chrysanth Boulevard	A 4-lane divided arterial roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Western Project Limit to Grant Line Road	Southern half street improvements only
5	Grant Line Road	A 6-lane divided thoroughfare roadway with roadside ditches, a landscaped median, and associated underground utilities (water, sewer, drainage and dry utilities).
a	Chrysanth Blvd./Grantline Road Intersection	Interim intersection improvements only (southbound acceleration/deceleration lanes, northbound left turn lane and tapers, northbound acceleration lane and tapers, intersection street lighting, miscellaneous drainage, and signing and striping improvements).
6	Sunrise Boulevard	A 6-lane divided thoroughfare roadway including curb and gutter on the east side, a landscaped median, separated sidewalk and landscaping on the east side of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Kiefer Boulevard to Southern Project Limit	Eastern half street improvements only
7	North Campus Drive	A 4-lane divided arterial roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Rancho Cordova Parkway to Eastern Boundary of Callahan	Full street improvements
b	Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore	South half street improvements
c	Eastern Boundary of Smith-Dunmore to Americanos Boulevard	Full street improvements
8	West Park Drive	A 4-lane divided arterial roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both sides of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	North Campus Drive to Central Park Drive	Full street improvements

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
9	Central Park Drive	A 2-lane divided collector roadway including curb and gutter on both sides, a landscaped median, separated sidewalk and landscaping along both side of the road and associated underground utilities (water, sewer, drainage and dry utilities).
a	Rancho Cordova Parkway to West Park Drive	Full street improvements
b	West Park Drive to Eastern Boundary of Callahan	Full street improvements
c	Eastern Boundary of Callahan to Americanos Boulevard	Full street improvements
10	Traffic Signals (City CIP Fee)	
a	Sunrise Boulevard/Kiefer Boulevard Intersection	Modify existing signal to accommodate City Standard Arterial/Arterial Intersection
b	Kiefer Boulevard/Rancho Cordova Parkway Intersection	Install City Standard Arterial/Arterial Signal
c	Kiefer Boulevard/Americanos Boulevard Intersection	Install City Standard Arterial/Arterial Signal
d	Rancho Cordova Parkway/North Campus Drive Intersection	Install City Standard Arterial/Arterial Signal
e	Americanos Boulevard/North Campus Drive Intersection	Install City Standard Arterial/Arterial Signal
f	Americanos Boulevard/Chrysanthy Boulevard Intersection	Install City Standard Arterial/Arterial Signal
g	Grant Line Road/Chrysanthy Boulevard Intersection	Install City Standard Arterial/Arterial Signal
11	Traffic Signals (Plan Area Fee)	
a	Sunrise Boulevard/Phase 1 Intersection	Install City Standard Arterial/Collector Signal
b	Kiefer Boulevard/Phase 1 Intersection	Install City Standard Arterial/Collector Signal
c	Rancho Cordova Parkway/Phase 2 Intersection	Install City Standard Arterial/Collector Signal
d	Kiefer Boulevard/Phase 4 Intersection	Install City Standard Arterial/Collector Signal
e	Rancho Cordova Parkway/Central Park Drive Intersection	Install City Standard Arterial/Collector Signal
f	Americanos Boulevard/Central Park Drive Intersection	Install City Standard Arterial/Collector Signal
g	North Campus Drive/West Park Drive Intersection	Install City Standard Arterial/Collector Signal
h	Chrysanthy Boulevard/Phase 9 Intersection	Install City Standard Arterial/Collector Signal
12	Rancho Cordova Parkway (Off-Site)	
a	Chrysanthy Drive to Douglas Boulevard	Construct Rancho Cordova Parkway as a 2-lane roadway connection that can be expanded to meet the City's 6-lane divided arterial design standard. Intersection improvements may be phased as approved by the City Engineer. The Chrysanthy Boulevard intersection will be constructed so that is expandable to the City's standard 4x6 arterial intersection.
13	Kiefer Boulevard (Off-Site)	
a	Eastern Boundary of Project to Grant Line Road	Extend Kiefer Boulevard from eastern boundary of project area to Grant Line Road (including intersection improvements at the Grant Line Road) with 2-lanes and median based on the City's standard 4-lane arterial design standard. This extension will include a full width standard 4-lane arterial bridge over the Blodgett Reservoir tributary. The intersection improvement at the Grant Line Road / Kiefer Boulevard intersection shall include a signal and may be phased based on the City's 4x4 arterial intersection standard at the approval of the City Engineer.

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
14	Grant Line Road/SR 16 (Jackson Road) Intersection (Off-Site)	
	a Intersection Improvements	Construct northbound and southbound left turn pockets, a southbound right turn pocket and an eastbound through/right lane with a receiving lane on the east leg of the intersection, including modification of the existing signal to serve the new configuration.
B	<u>Storm Drainage Improvements</u>	
1	Pipeline Systems	
	a Arboretum Outfall Pipe	A 24-inch diameter outfall pipeline and appurtenances draining a portion of the Arboretum project at pre-development runoff rates located near the intersection of Kiefer Blvd. and Rancho Cordova Parkway to Kite Creek.
	b Callahan Open Space Outfall Pipe	A 48-inch diameter outfall pipeline and appurtenances draining a portion of the nature preserve on the Callahan property at pre-development runoff rates to Kite Creek.
	c The Preserve Outfall Pipe	A 36-inch diameter outfall pipeline and appurtenances draining a portion of The Preserve project at pre-development runoff rates along the eastern edge of the Smith-Dunmore property to Kite Creek.
	d Arista Del Sol Outfall Pipe	A 54-inch diameter outfall pipeline and appurtenances draining a portion of the Arista Del Sol project at pre-development runoff rates located near the intersection of Chrysanthy Blvd. and Americanos Blvd. to Kite Creek.
	e Morrison Creek Spill Conveyance Facility	A 72-inch diameter diversion pipeline and appurtenances conveying the 100-year event from the Anatolia III open space preserve located near the intersection of Kiefer Blvd. and Sunrise Blvd. to Kite Creek.
2	Detention, Water Quality and Hydro-Modification Basins	
	a SunCreek Basin No. 2 (Sierra Sunrise/Grant Line 220 - East)	A 15.3 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	b SunCreek Basin No. 3 (Sierra Sunrise/Grant Line 220 - West)	A 15.8 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	c SunCreek Basin No. 4 (Sierra Sunrise)	A 25.5 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	d SunCreek Basin No. 5 (Community Park)	A 38.1 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	e SunCreek Basin No. 6 (Callahan)	A 19.2 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	f SunCreek Basin No. 8 (Investek)	A 23.0 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	g SunCreek Basin No. 9 (Shalako)	A 15.1 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
	h SunCreek Basin No. 11 (Shalako)	A 1.5 acre-foot detention basin that serves the adjacent major roadways and surrounding development areas.
3	Drainage Crossings	
	a Drainage Crossings (Shalako)	Two crossings of Kite Creek and wetlands to accommodate Trunk Sewer - Reach 2 (Shalako) and its associated maintenance road.
	b Drainage Crossing (Investek)	Crossing of Kite Creek to accommodate Investek internal road.
	c Drainage Crossing (Central Park Drive)	Crossing of Kite Creek to accommodate Central Park Drive.
	d Drainage Crossing (Americanos Blvd.)	Crossing of Kite Creek to accommodate Americanos Boulevard.
	e Drainage Crossing (Chrysanthy Blvd.)	Crossing of a Laguna Creek tributary to accommodate Chrysanthy Boulevard.

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
C	<u>Sanitary Sewer System</u>	
1	Gravity Sewer System	
a	Trunk Sewer - Reach 1 (Shalako)	A 27" diameter trunk sewer line and appurtenances to serve the Shalako development areas, to relieve the Anatolia III pump station (including abandonment of the pump station) and to serve the remainder of the plan area northerly and easterly of the intersection of Kiefer Boulevard and Rancho Cordova Parkway.
b	Trunk Sewer - Reach 2 (Shalako)	A 12" diameter trunk sewer line and appurtenances to serve the eastern portion of the Shalako development area.
c	Trunk Sewer - Reach 3 (Investek)	A 27" diameter trunk sewer line and appurtenances to serve the Investek development areas as well as the Callahan/Smith-Dunmore/Sierra Sunrise and Grant Line 220 development areas.
d	Trunk Sewer - Reach 4 (Investek)	A 12" diameter trunk sewer line and appurtenances to serve the Callahan and Smith-Dunmore development areas.
e	Trunk Sewer - Reach 5 (Callahan)	A 12" diameter trunk sewer line and appurtenances to serve the high school site on the Callahan and adjacent development areas.
f	Trunk Sewer - Reach 6 (Sierra Sunrise)	A 21" diameter trunk sewer line and appurtenances to serve the southern portions of Sierra Sunrise and Smith-Dunmore development areas.
g	Trunk Sewer - Reach 7 (Sierra Sunrise)	A 18" diameter trunk sewer line and appurtenances to serve the upper reaches the Smith-Dunmore and Sierra Sunrise development areas, and to serve the Grant Line 220 development area.
h	Trunk Sewer - Reach 8 (Sierra Sunrise)	A 15" diameter trunk sewer line and appurtenances to serve the northerly portion of the Sierra Sunrise and the Grant Line 220 development areas.
i	Trunk Sewer - Reach 9 (Grant Line 220)	A 12" diameter trunk sewer line and appurtenances to serve the Grant Line 220 development area.
2	Pump Station and Force Mains	
a	SunCreek Sewer Pump Station (SASD)	A 8.46 MGD pump station (phased as needed) to serve all development areas within the SunCreek Specific Plan.
b	Sewer Force Main (Anatolia III Force Main Connection)	A 8" diameter force main from the SASD pump station along Sunrise Blvd. and Kiefer Blvd. to a point of connection with the existing Anatolia III force main (will serve a portion of the development within SunCreek Specific Plan until such time that capacity becomes available in the Chrysanthy Sewer Pump Station force mains to serve the project).
c	Sewer Force Main (Aerojet Interceptor Force Main Connection)	An 18" diameter force main from the SASD pump station along Sunrise Boulevard to a point of connection with the future Aerojet Interceptor near the intersection of Sunrise Boulevard at Chrysanthy Boulevard.
d	Chrysanthy Pump Station Upgrades	Upgrades of the existing Chrysanthy Pump Station to provide additional pumping capacity as may be required to serve the Specific Plan area.
D	<u>Water System Improvements</u>	
1	Zone 3 Water System & Appurtenances	
a	Sunrise Blvd. (South of Kiefer Blvd.)	A 16" transmission pipeline and appurtenances.
b	Rancho Cordova Parkway (Kiefer Blvd. to Southern Project Limit)	A 16" transmission pipeline and appurtenances.
2	Zone 1 Water System & Appurtenances	
a	Rancho Cordova Parkway (Northern Limit of Anatolia III development to North Campus Drive)	A 30" distribution pipeline and appurtenances.
b	Rancho Cordova Parkway (North Campus Drive to Kiefer Blvd.)	A 12" distribution pipeline and appurtenances.
c	NSA - Rancho Cordova Parkway (Kiefer Blvd. to SunCreek Groundwater Treatment Plant)	A future NSA 24" transmission pipeline and appurtenances to be constructed by Zone 40.
d	Kiefer Blvd. (Rancho Cordova Pkwy. To Americanos Blvd.)	A 24" transmission pipeline and appurtenances.

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
e	Americanos Boulevard (Chrysanthy Boulevard to Southern Boundary of Grant Line 220)	A 24" transmission pipeline and appurtenances.
f	Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)	A 24" transmission pipeline and appurtenances.
g	Americanos Blvd. (North Campus Drive to Central Park Drive)	A 24" transmission pipeline and appurtenances.
h	Americanos Blvd. (Central Park Drive to Kiefer Boulevard)	A 24" transmission pipeline and appurtenances.
i	North Campus Drive (Rancho Cordova Parkway to Eastern Boundary of Callahan)	A 30" transmission pipeline and appurtenances.
j	North Campus Drive (Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore)	A 30" transmission pipeline and appurtenances.
k	North Campus Drive (Eastern Boundary of Smith-Dunmore to Americanos Boulevard)	A 30" transmission pipeline and appurtenances.
l	Central Park Drive (Rancho Cordova Parkway to West Park Drive)	A 12" distribution pipeline and appurtenances.
m	Central Park Drive (West Park Drive to Eastern Boundary of Callahan)	A 12" distribution pipeline and appurtenances.
n	Central Park Drive (Eastern Boundary of Callahan to Americanos Blvd.)	A 12" distribution pipeline and appurtenances.
o	Chrysanthy Blvd. (Western Project Limit to Americanos Boulevard)	A 30" transmission pipeline and appurtenances.
3	Zone 6 Water System & Appurtenances	
a	Kiefer Blvd. (Americanos Blvd. to Eastern Project Limit)	A 16" transmission pipeline and appurtenances.
b	Americanos Blvd. (Chrysanthy Blvd. to Southern Boundary of Grant Line 220)	A 24" transmission pipeline and appurtenances.
c	Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)	A 24" transmission pipeline and appurtenances.
d	Americanos Blvd. (North Campus Drive to Central Park Drive)	A 24" transmission pipeline and appurtenances.
e	Americanos Blvd. (Central Park Drive to Kiefer Boulevard)	A 24" transmission pipeline and appurtenances.
f	Chrysanthy Blvd. (Americanos Boulevard to Grant Line Road)	A 16" transmission pipeline and appurtenances.
g	Grant Line Road (Northern Project Limit to Southern Project Limit)	A 16" transmission pipeline and appurtenances.
4	SunCreek Groundwater System & Appurtenances	
a	NSA - SunCreek Ground Water Treatment Plant	A future NSA 4.0 MGD groundwater treatment plant (phased as needed) to serve the conjunctive water demands of the North Service Area of Zone 40 to be constructed by Zone 40.
b	NSA - SunCreek Booster Pump Station	A future NSA 6,000 gallon per minute booster pump station and appurtenances to serve the cumulative water demands of the North Service Area of Zone 40 (including the SunCreek Specific Plan area) to be constructed by Zone 40.
c	NSA - SunCreek Water Storage Tank	A future NSA 1.5 million gallon treatment water storage reservoir (phased as needed) to serve the conjunctive water demands of the North Service Area of Zone 40 to be constructed by Zone 40.
d	NSA - SunCreek Ground Water Supply Wells	Three future NSA groundwater wells (phased as needed) to serve the conjunctive water demands of the North Service Area of Zone 40 to be constructed by Zone 40.
e	NSA - SunCreek Raw Groundwater Pipelines	Future NSA 12"-18" diameter raw groundwater pipelines to convey groundwater from the groundwater wells to the groundwater treatment plant to serve the conjunctive water demands of the North Service Area of Zone 40 to be constructed by Zone 40.

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
E	<u>Non-Potable Water System</u>	
1	Zone 1 Non-Potable Water	
a	Rancho Cordova Parkway (Northern Project Limit to Central Park Drive)	A 20" transmission pipeline and appurtenances.
b	Rancho Cordova Parkway (Central Park Drive to Kiefer Blvd.)	A 20" transmission pipeline and appurtenances.
c	Kiefer Blvd. (Rancho Cordova Pkwy. To Americanos Blvd.)	A 10" transmission pipeline and appurtenances.
d	North Campus Drive (Rancho Cordova Parkway to Eastern Boundary of Callahan)	A 10" transmission pipeline and appurtenances.
e	North Campus Drive (Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore)	A 6" transmission pipeline and appurtenances.
f	Central Park Drive (Rancho Cordova Parkway to West Park Drive)	A 10" transmission pipeline and appurtenances.
g	Chrysanthy Boulevard (Western Project Limit to Americanos Boulevard)	A 10" transmission pipeline and appurtenances.
2	Zone 2 Non-Potable Water	
a	Americanos Blvd. (Chrysanthy Blvd. to Southern Boundary of Grant Line 220)	A 10" transmission pipeline and appurtenances.
b	Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)	A 10" transmission pipeline and appurtenances.
c	Americanos Blvd. (North Campus Drive to Central Park Drive)	A 10" transmission pipeline and appurtenances.
d	Americanos Blvd. (Central Park Drive to Kiefer Boulevard)	A 10" transmission pipeline and appurtenances.
e	Chrysanthy Blvd. (Americanos Blvd. to Grant Line Road)	A 10" transmission pipeline and appurtenances.
3	Zone 3 Non-Potable Water	
a	Sunrise Blvd. (South of Kiefer Blvd.)	A 10" transmission pipeline and appurtenances.
b	Kiefer Blvd. (Sunrise Blvd. to Rancho Cordova Pkwy.)	10"-12" transmission pipelines and appurtenances.
c	Rancho Cordova Pkwy. (Kiefer Blvd. to Southern Project Limit)	A 16" transmission pipeline and appurtenances.
F	<u>Zone 40 Treated Water Supply Improvements</u>	
1	Zone 40 Improvements	
a	NSA - Florin / Sunrise Transmission Pipeline	A future NSA 30" transmission pipeline and appurtenances extending from the Zone 40 Vineyard Surface Water Treatment Plant easterly along Florin Road and then northerly along Sunrise Boulevard to the plan area (to be constructed as needed to serve the cumulative demands of growth within the North Service Area of Zone 40, including the SunCreek Specific Plan area) to be constructed by Zone 40.
b	NSA - Sunrise Douglas 2 Water Storage Tank	Two future NSA 2.0 million gallon storage tanks and appurtenances to serve the cumulative water demands of the North Service Area of Zone 40 (including the SunCreek Specific Plan area) to be constructed by Zone 40.
c	NSA - Sunrise Douglas 2 Booster Pump Station	A future NSA 17,500 gallon per minute booster pump station and appurtenances to serve the cumulative water demands of the North Service Area of Zone 40 (including the SunCreek Specific Plan area) to be constructed by Zone 40.
d	NSA - Zone 6 Transmission Pipeline (Sunrise Douglas 1 Tanks to Grant Line 220)	A future NSA 30" transmission pipeline and appurtenances extending from the existing North Douglas water storage tank either along the future alignment of Americanos Boulevard south of Douglas Road, or east along Douglas Road to Grant Line Road and then southerly along Grant Line Road, to the plan area to be constructed by Zone 40.

Exhibit J
Description of Backbone Infrastructure Facilities
SunCreek Specific Plan

No.	Facility	General Description of Facility
G	<u>Existing Utilities Undergrounding</u>	
1	Kiefer Boulevard	
a	Existing Utilities Undergrounding Along Kiefer Boulevard	Undergrounding of existing overhead utilities (electricity and/or telephone) along the north side of Kiefer Boulevard from Rancho Cordova Parkway to the eastern limit of the project.

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.	Facility	Development Area (Initial Phase of Development)								
		1	2	3	4	5	6	7	8	9
		Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
A	Major Roads									
1	Rancho Cordova Parkway									
	a Northern Project Limit to Central Park Drive					X				
	b Central Park Drive to Kiefer Boulevard			X						
	c Kiefer Boulevard to Southern Project Limit		X							
2	Kiefer Boulevard									
	a Sunrise Boulevard to Rancho Cordova Parkway	Portion	Portion	TBD	TBD	TBD		TBD	TBD	
	b Rancho Cordova Parkway to Americanos Boulevard				X			X		
	c Americanos Boulevard to Eastern Project Limit							X		
3	Americanos Boulevard									
	a Chrysanthy Boulevard to Southern Boundary of Grant Line 220									X
	b Southern Boundary of Grant Line 220 to North Campus Drive								X	X
	c North Campus Drive to Central Park Drive						Portion	Portion	X	
	d Central Park Drive to Kiefer Boulevard				X			X		
4	Chrysanthy Boulevard									
	a Western Project Limit to Grant Line Road									X
5	Grant Line Road									
	a Chrysanthy Blvd./Grantline Road Interium Intersection Improvements									X
6	Sunrise Boulevard									
	a Kiefer Boulevard to Southern Project Limit	X								
7	North Campus Drive									
	a Rancho Cordova Parkway to Eastern Boundary of Callahan					X	X		X	X
	b Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore						X		X	X
	c Eastern Boundary of Smith-Dunmore to Americanos Boulevard								X	X

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.	Facility	Development Area (Initial Phase of Development)								
		1	2	3	4	5	6	7	8	9
		Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
8	West Park Drive									
a	North Campus Drive to Central Park Drive					X	X			
9	Central Park Drive									
a	Rancho Cordova Parkway to West Park Drive			X	X	X	X	X	X	
b	West Park Drive to Eastern Boundary of Callahan			X	X	X	X	X	X	
c	Eastern Boundary of Callahan to Americanos Boulevard				X		X	X	X	
10	Traffic Signals (City CIP Fee)									
a	Sunrise Boulevard/Kiefer Boulevard Intersection	X								
b	Kiefer Boulevard/Rancho Cordova Parkway Intersection		X	X	X			X		
c	Kiefer Boulevard/Americanos Boulevard Intersection				X			X		
d	Rancho Cordova Parkway/North Campus Drive Intersection					X	X		X	X
e	Americanos Boulevard/North Campus Drive Intersection								X	X
f	Americanos Boulevard/Chrysanthi Boulevard Intersection									X
g	Grant Line Road/Chrysanthi Boulevard Intersection									X
11	Traffic Signals (Plan Area Fee)									
a	Sunrise Boulevard/Phase 1 Intersection	X								
b	Kiefer Boulevard/Phase 1 Intersection	X								
c	Rancho Cordova Parkway/Phase 2 Intersection		X							
d	Kiefer Boulevard/Phase 4 Intersection				X					
e	Rancho Cordova Parkway/Central Park Drive Intersection			X	X	X	X	X	X	
f	Americanos Boulevard/Central Park Drive Intersection				X		X	X	X	
g	North Campus Drive/West Park Drive Intersection					X	X			
h	Chrysanthi Boulevard/Phase 9 Intersection									X
10	Rancho Cordova Parkway (Off-Site)									
a	Chrysanthi Drive to Douglas Boulevard			X	X	X	X	X	X	X
11	Kiefer Boulevard (Off-Site)									
a	Eastern Boundary of Project to Grant Line Road				X			X		

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.	Facility	Development Area (Initial Phase of Development)								
		1	2	3	4	5	6	7	8	9
		Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
12	Grant Line Road/SR 16 (Jackson Road) Intersection (Off-Site)									
a	Intersection Improvements				X			X		X
B	<u>Storm Drainage Improvements</u>									
1	Pipeline Systems									
a	Arboretum Outfall Pipe		X	X	X			X		
b	Callahan Open Space Outfall Pipe			Portion		X				
c	The Preserve Outfall Pipe						X		X	
d	Arista Del Sol Outfall Pipe								Portion	X
e	Morrison Creek Spill Conveyance Facility	X								
2	Detention, Water Quality and Hydro-Modification Basins									
a	SunCreek Basin No. 2 (Sierra Sunrise/Grant Line 220 - East)								Portion	X
b	SunCreek Basin No. 3 (Sierra Sunrise/Grant Line 220 - West)								Portion	X
c	SunCreek Basin No. 4 (Sierra Sunrise)				X			X	Portion	
d	SunCreek Basin No. 5 (Community Park)				Portion		X	Portion	X	
e	SunCreek Basin No. 6 (Callahan)				X	X	X	X	X	
f	SunCreek Basin No. 8 (Investek)				X			X		
g	SunCreek Basin No. 9 (Shalako)		X							
h	SunCreek Basin No. 11 (Shalako)	X								
3	Drainage Crossings									
a	Drainage Crossing (Shalako)		X							
b	Drainage Crossing (Investek)			X	X					
c	Drainage Crossing (Central Park Drive)				X		X	X	X	
d	Drainage Crossing (Americanos Blvd)				X		X	X	X	
e	Drainage Crossing (Chrysanthu Blvd.)									X
C	<u>Sanitary Sewer System</u>									
1	Gravity Sewer System									
a	Trunk Sewer - Reach 1 (Shalako)	X	X	X	X	X	X	X	X	X
b	Trunk Sewer - Reach 2 (Shalako)		X							

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.	Facility	Development Area (Initial Phase of Development)								
		1	2	3	4	5	6	7	8	9
		Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
	c	Trunk Sewer - Reach 3 (Investek)		Portion	X	X	X	X	X	
	d	Trunk Sewer - Reach 4 (Investek)				X	X			
	e	Trunk Sewer - Reach 5 (Callahan)				X				
	f	Trunk Sewer - Reach 6 (Sierra Sunrise)			X		X	X	X	X
	g	Trunk Sewer - Reach 7 (Sierra Sunrise)					X		X	X
	h	Trunk Sewer - Reach 8 (Sierra Sunrise)					X		X	X
	i	Trunk Sewer - Reach 9 (Grant Line 220)								X
2	Pump Station and Force Mains									
	a	SunCreek Sewer Pump Station (SASD)		X	X	X	X	X	X	X
	b	Sewer Force Main (Anatolia III Force Main Connection)		X	X	X	X	X	X	X
	c	Sewer Force Main (Aerojet Interceptor Force Main Connection)		TBD	TBD	TBD	TBD	TBD	TBD	TBD
	d	Chrysanthy Pump Station Upgrades		TBD	TBD	TBD	TBD	TBD	TBD	TBD
D	Water System Improvements									
1	Zone 3 Water System & Appurtenances									
	a	Sunrise Blvd. (South of Kiefer Blvd.)		X						
	b	Rancho Cordova Parkway (Kiefer Blvd. to Southern Project Limit)			X	X	X	X	X	
2	Zone 1 Water System & Appurtenances									
	a	Rancho Cordova Parkway (Northern Limit of Anatolia III development to North Campus Drive)			X	X	X		X	X
	b	Rancho Cordova Parkway (North Campus Drive to Kiefer Blvd.)			X	X	X		X	
	c	NSA - Rancho Cordova Parkway (Kiefer Blvd. to SunCreek Groundwater Treatment Plant)		Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40
	d	Kiefer Blvd. (Rancho Cordova Pkwy. to Americanos Blvd.)				X		X		
	e	Americanos Boulevard (Chrysanthy Boulevard to Southern Boundary of Grant Line 220)								X
	f	Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)							X	X
	g	Americanos Blvd. (North Campus Drive to Central Park Drive)			Portion		Portion	Portion	X	
	h	Americanos Blvd. (Central Park Drive to Kiefer Boulevard)			X			X	X	
	i	North Campus Drive (Rancho Cordova Parkway to Eastern Boundary of Callahan)				X	X		X	X
	j	North Campus Drive (Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore)					X		X	X

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.		Facility	Development Area (Initial Phase of Development)								
			1	2	3	4	5	6	7	8	9
			Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
	k	North Campus Drive (Eastern Boundary of Smith-Dunmore to Americanos Boulevard)							X	X	
	l	Central Park Drive (Rancho Cordova Parkway to West Park Drive)			X	X	X	X	X		
	m	Central Park Drive (West Park Drive to Eastern Boundary of Callahan)			X	X	X	X	X		
	n	Central Park Drive (Eastern Boundary of Callahan to Americanos Blvd.)				X		X	X		
	o	Chrysanthy Blvd. (Western Project Limit to Americanos Blvd.)								X	
3		Zone 6 Water System & Appurtenances									
	a	Kiefer Blvd. (Americanos Blvd. to Eastern Project Limit)						X			
	b	Americanos Blvd. (Chrysanthy Blvd. to Southern Boundary of Grant Line 220)						X	X	X	
	c	Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)						X	X	X	
	d	Americanos Blvd. (North Campus Drive to Central Park Drive)				Portion		Portion	X	X	
	e	Americanos Blvd. (Central Park Drive to Kiefer Boulevard)				X		X	X	X	
	f	Chrysanthy Blvd. (Americanos Boulevard to Grant Line Road)						X	X	X	
	g	Grant Line Road (Northern Project Limit to Southern Project Limit)						X	X	X	
4		SunCreek Groundwater System & Appurtenances									
	a	NSA - SunCreek Ground Water Treatment Plant	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	
	b	NSA - SunCreek Booster Pump Station	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	
	c	NSA - SunCreek Water Storage Tank	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	
	d	NSA - -SunCreek Ground Water Supply Wells	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	
	e	NSA - SunCreek Raw Groundwater Pipelines	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	
E		Non-Potable Water System									
1		Zone 1 Non-Potable Water									
	a	Rancho Cordova Parkway (Northern Project Limit to Central Park Drive)					X				
	b	Rancho Cordova Parkway (Central Park Drive to Kiefer Blvd.)			X						
	c	Kiefer Blvd. (Rancho Cordova Pkwy. to Americanos Blvd.)				X		X			
	d	North Campus Drive (Rancho Cordova Parkway to Eastern Boundary of Callahan)					X	X	X	X	
	e	North Campus Drive (Eastern Boundary of Callahan to Eastern Boundary of Smith-Dunmore)						X	X	X	
	f	Central Park Drive (Rancho Cordova Parkway to West Park Drive)			X	X	X	X	X		

Exhibit K
Backbone Infrastructure Phasing Matrix
SunCreek Specific Plan

No.	Facility	Development Area (Initial Phase of Development)								
		1	2	3	4	5	6	7	8	9
		Shalako West	Shalako East	Investek North	Investek South	Callahan	Smith-Dunmore	Sierra Sunrise South	Sierra Sunrise North	Grant Line 220
	g Chrysanthy Boulevard (Western Project Limit to Americanos Boulevard)									X
2	Zone 2 Non-Potable Water									
	a Americanos Blvd. (Chrysanthy Blvd. to Southern Boundary of Grant Line 220)									X
	b Americanos Blvd. (Southern Boundary of Grant Line 220 to North Campus Drive)								X	X
	c Americanos Blvd. (North Campus Drive to Central Park Drive)				Portion		Portion	Portion	X	
	d Americanos Blvd. (Central Park Drive to Kiefer Boulevard)				X			X		
	e Chrysanthy Blvd. (Americanos Boulevard to Grant Line Road)									X
3	Zone 3 Non-Potable Water									
	a Sunrise Blvd. (South of Kiefer Blvd.)	X								
	b Kiefer Blvd. (Sunrise Blvd. to Rancho Cordova Pkwy.)	Portion	Portion							
	c Rancho Cordova Pkwy. (Kiefer Blvd. to Southern Project Limit)		X							
F	Zone 40 Treated Water Supply Improvements									
1	Zone 40 Improvements									
	a NSA - Florin / Sunrise Transmission Pipeline	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40
	b NSA - Sunrise Douglas 2 Water Storage Tank	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40
	c NSA - Sunrise Douglas 2 Booster Pump Station	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40
	d NSA - Zone 6 Transmission Pipeline (Sunrise Douglas 1 Tanks to Grant Line 220)	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40	Zone 40
G	Existing Utilities Undergrounding									
1	Kiefer Boulevard									
	a Existing Utilities Undergrounding Along Kiefer Boulevard				X			X		

INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
	RAW WATER SYSTEM
	TREATED WATER SUPPLY SYSTEM
	NON-POTABLE WATER SYSTEM
	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTES:

1. Utilities alignments are shown outside of right-of-way for clarity. Utilities will be built within the right-of-ways and easements.
2. Storm drain pipes with the (1) superscript designation are dedicated pipes with no connections, sized for the sole purpose of conveying undeveloped, untreated, undetained storm runoff from the open space areas through the Suncreek Specific Plan to the Open Space Preserve.

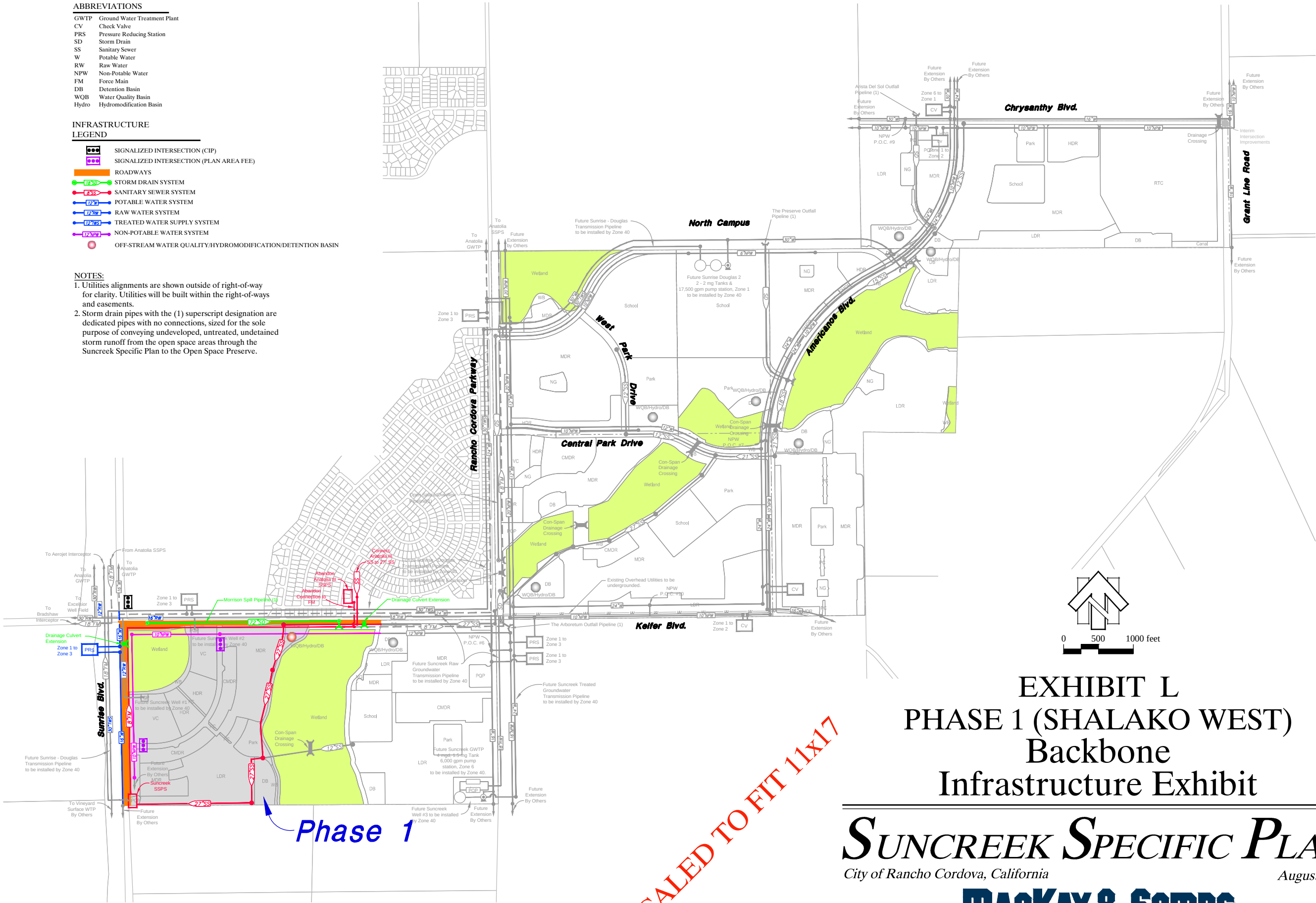


EXHIBIT L
PHASE 1 (SHALAKO WEST)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
August, 2013

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

SCALED TO FIT 11x17

1055

INFRASTRUCTURE ABBREVIATIONS

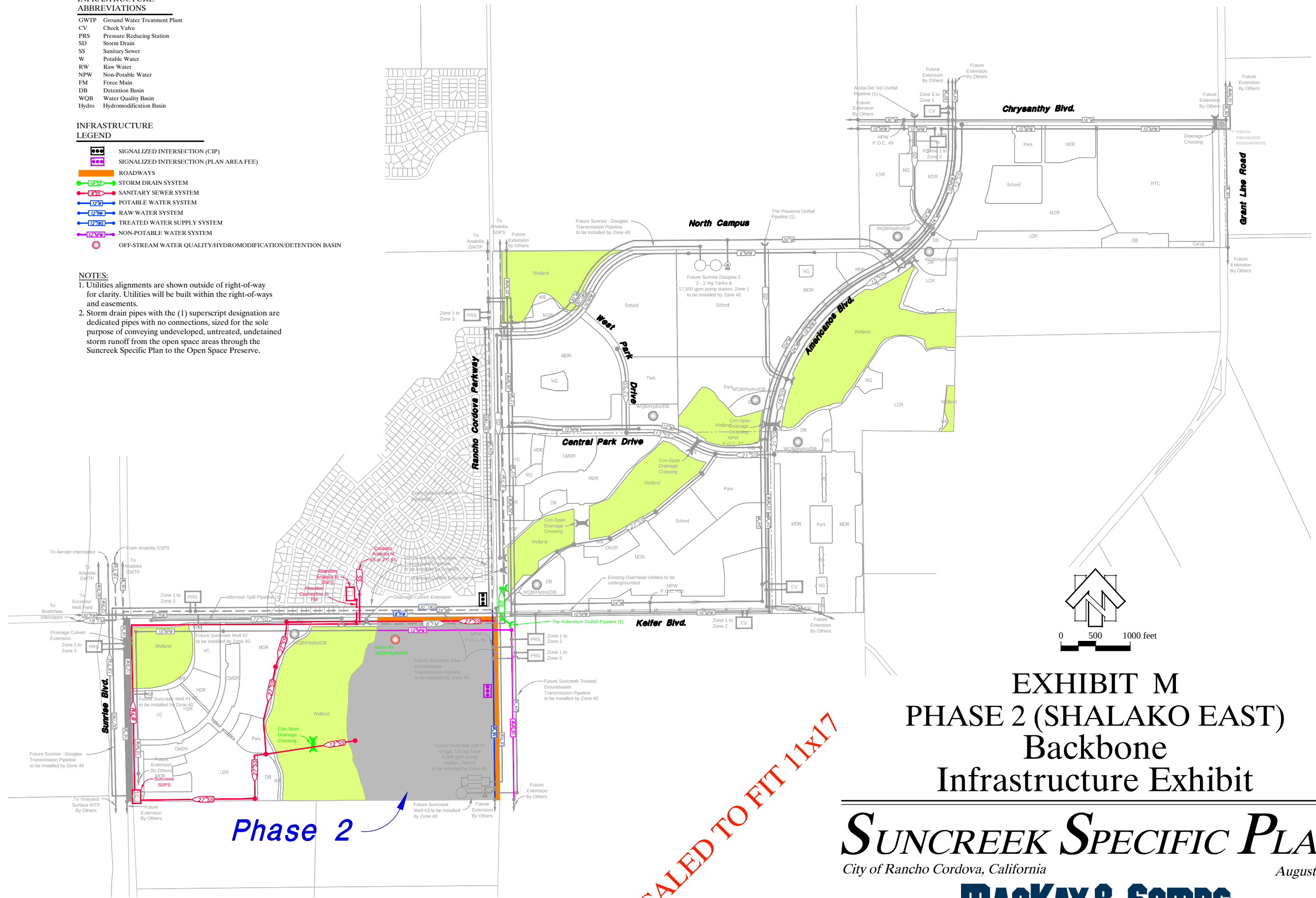
GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

NOTES:

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Phase 2

SCALED TO FIT 11x17

EXHIBIT M
PHASE 2 (SHALAKO EAST)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

August, 2013

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INFRASTRUCTURE ABBREVIATIONS

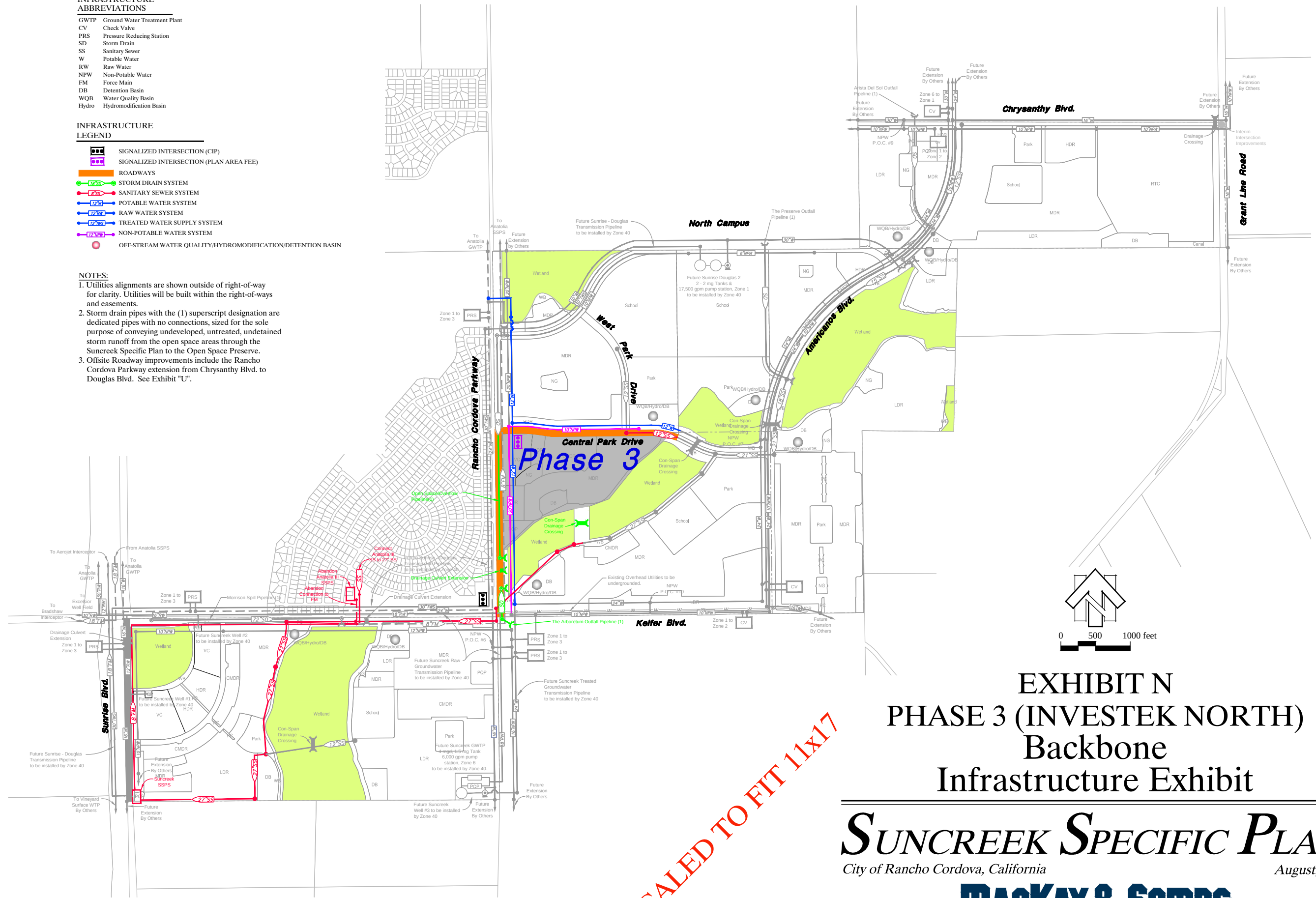
GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

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- Offsite Roadway improvements include the Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd. See Exhibit "U".



SCALED TO FIT 11x17

EXHIBIT N
PHASE 3 (INVESTTEK NORTH)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
August, 2013

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ENGINEERS PLANNERS SURVEYORS
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INFRASTRUCTURE ABBREVIATIONS

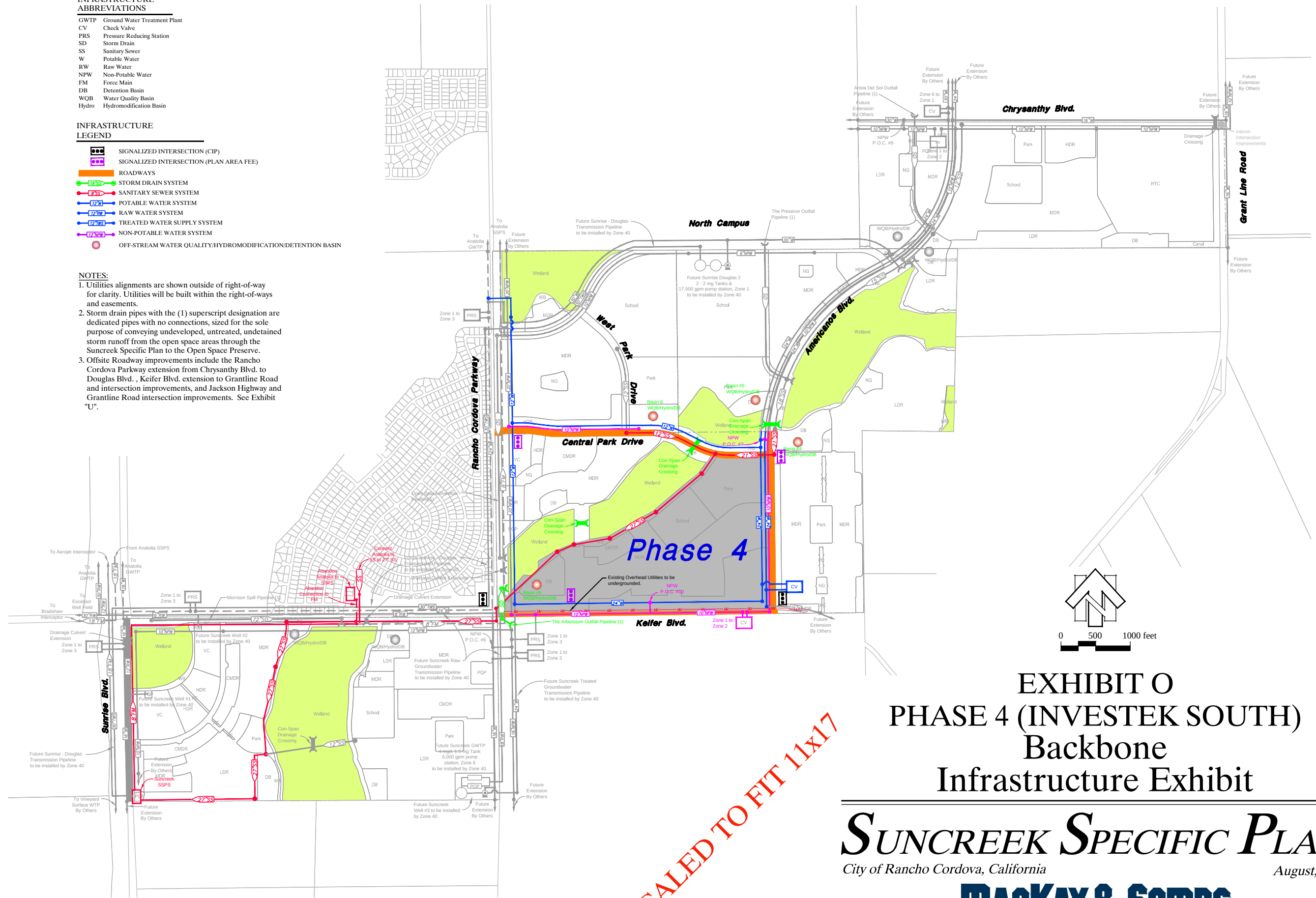
GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

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- Offsite Roadway improvements include the Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd., Keifer Blvd. extension to Grantline Road and intersection improvements, and Jackson Highway and Grantline Road intersection improvements. See Exhibit "U".



SCALED TO FIT 11x17

EXHIBIT O
PHASE 4 (INVESTEK SOUTH)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California

August, 2013

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

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INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

INFRASTRUCTURE LEGEND

- SIGNALIZED INTERSECTION (CIP)
- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
- POTABLE WATER SYSTEM
- RAW WATER SYSTEM
- TREATED WATER SUPPLY SYSTEM
- NON-POTABLE WATER SYSTEM
- OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

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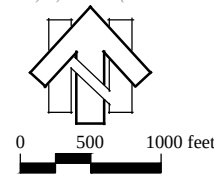
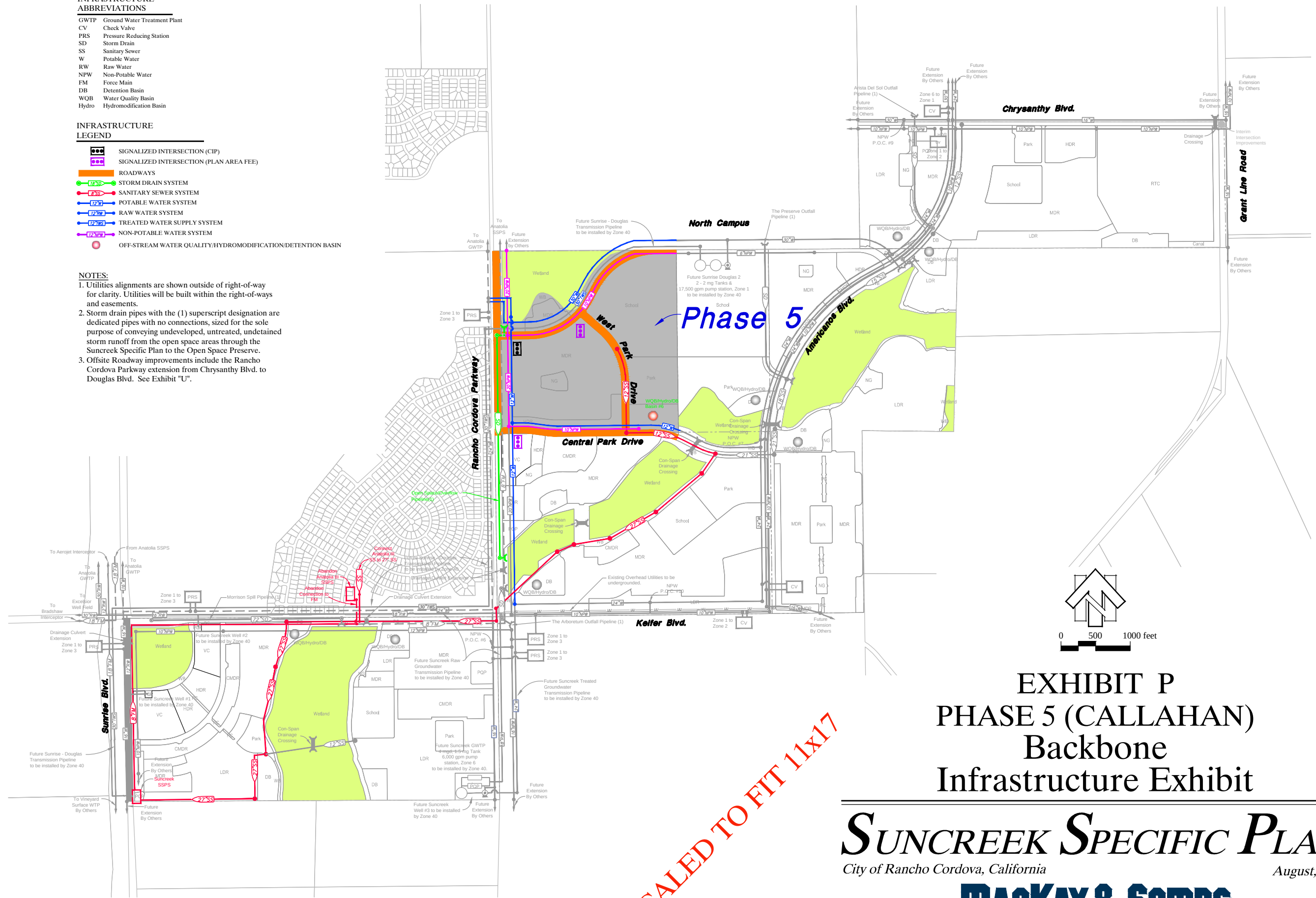


EXHIBIT P
PHASE 5 (CALLAHAN)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

August, 2013

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ENGINEERS PLANNERS SURVEYORS
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INFRASTRUCTURE ABBREVIATIONS

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
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INFRASTRUCTURE LEGEND

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
	RAW WATER SYSTEM
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	NON-POTABLE WATER SYSTEM
	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/RETENTION BASIN

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3. Offsite Roadway improvements include the Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd. See Exhibit "U".

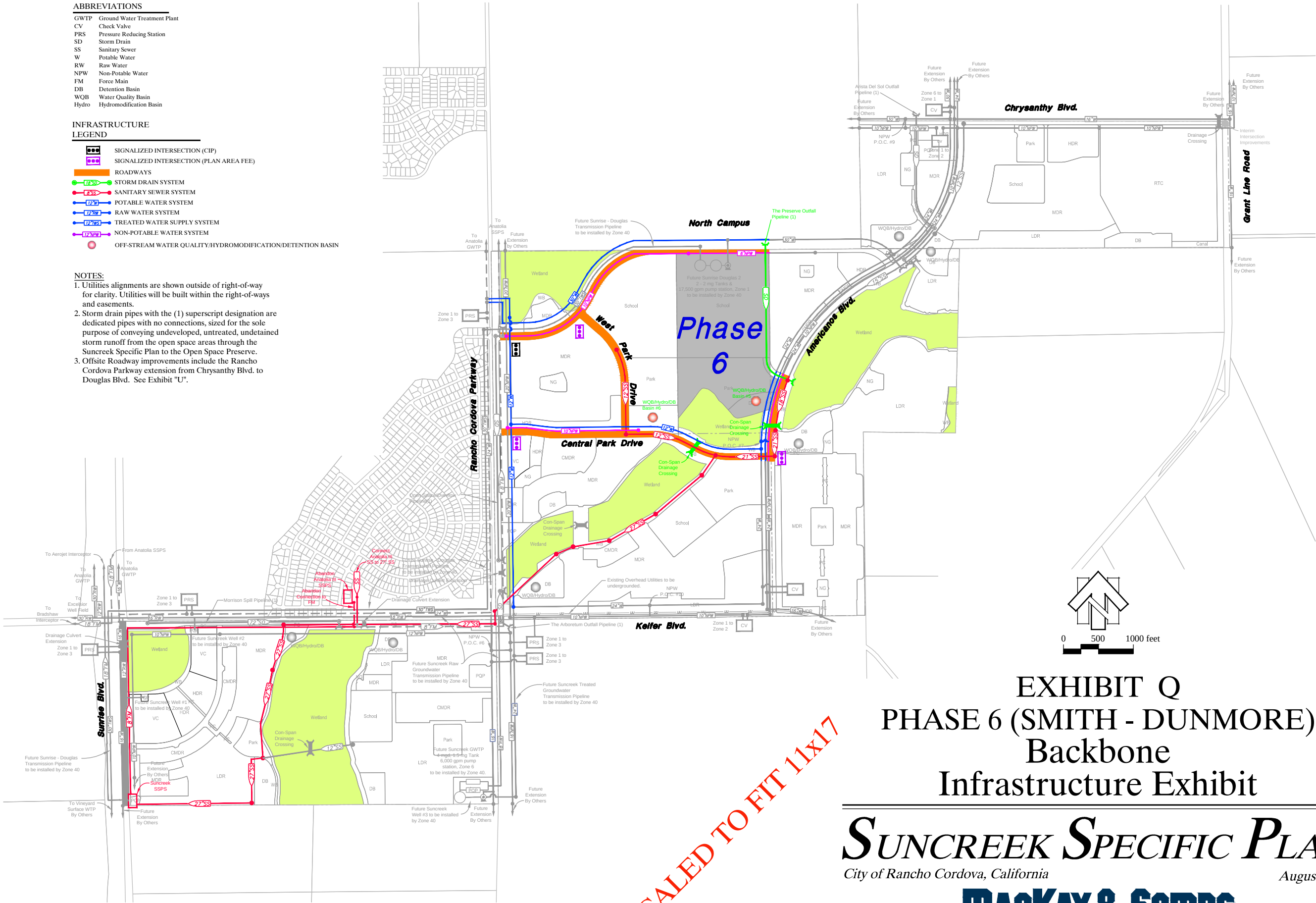


EXHIBIT Q
PHASE 6 (SMITH - DUNMORE)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

August, 2013

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

INFRASTRUCTURE ABBREVIATIONS

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INFRASTRUCTURE LEGEND

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- ROADWAYS
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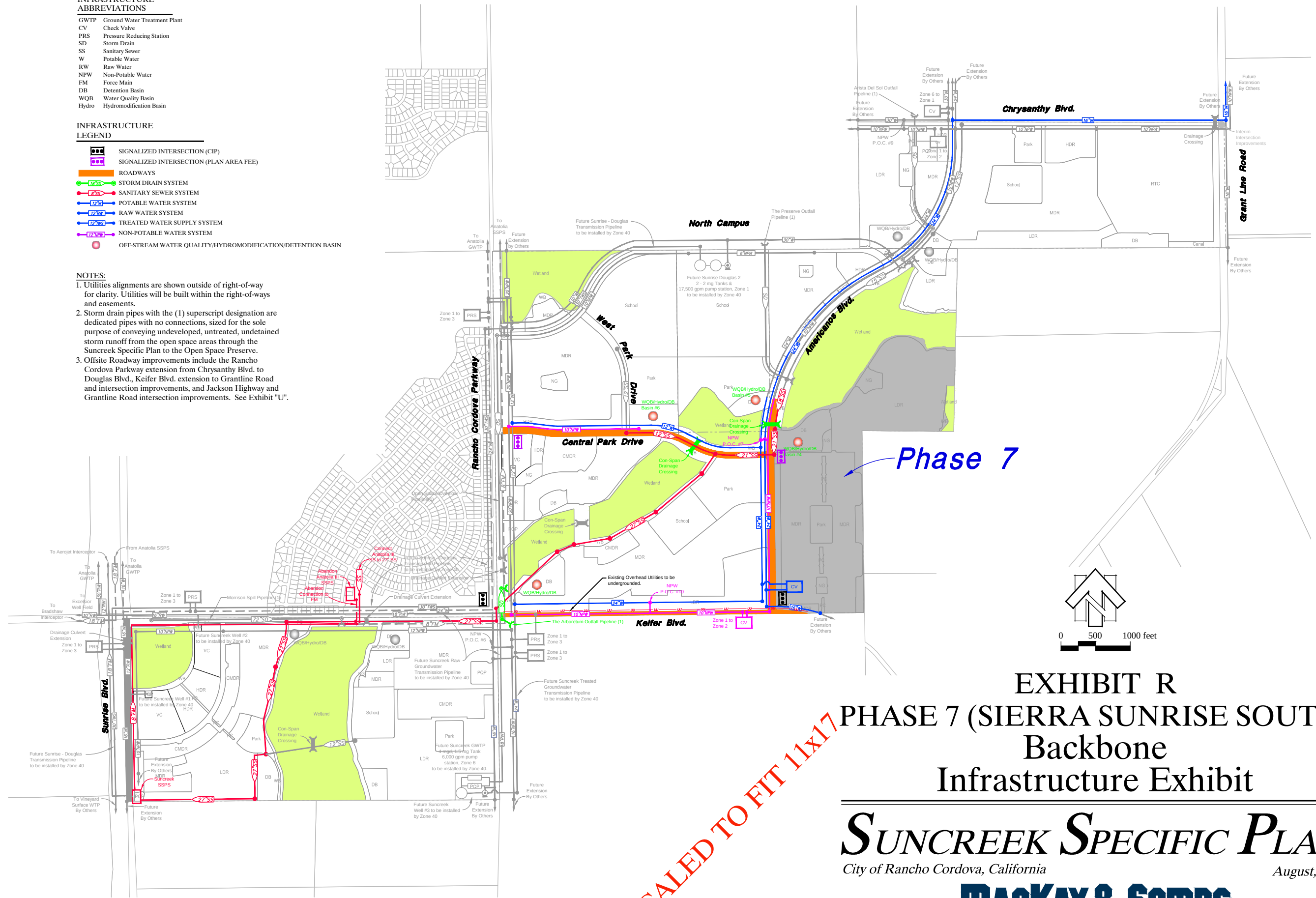


EXHIBIT R
PHASE 7 (SIERRA SUNRISE SOUTH)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California

August, 2013

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

SCALED TO FIT 11x17

1061

INFRASTRUCTURE ABBREVIATIONS

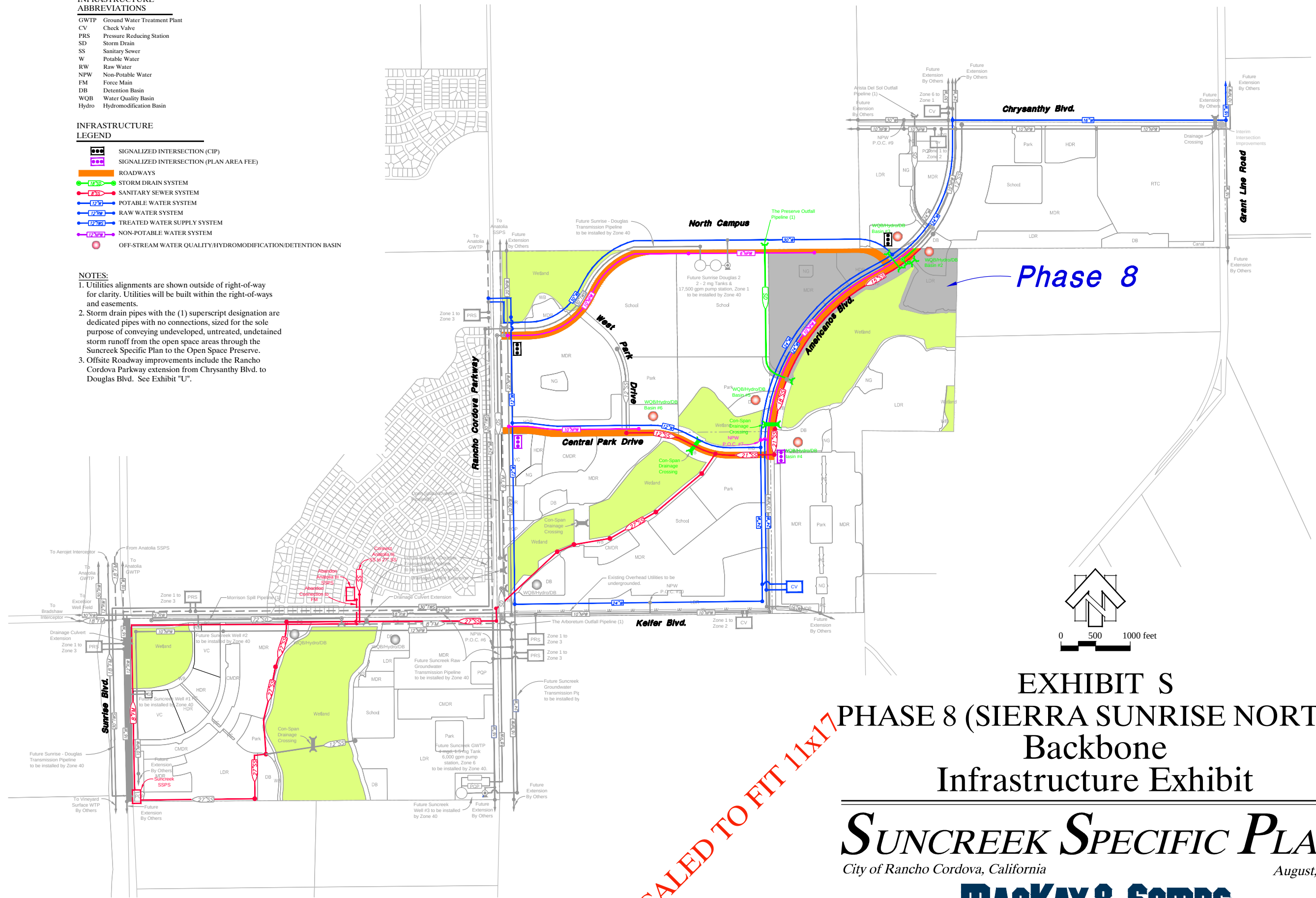
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SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
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INFRASTRUCTURE LEGEND

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- SIGNALIZED INTERSECTION (PLAN AREA FEE)
- ROADWAYS
- STORM DRAIN SYSTEM
- SANITARY SEWER SYSTEM
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- Offsite Roadway improvements include the Rancho Cordova Parkway extension from Chrysanthy Blvd. to Douglas Blvd. See Exhibit "U".



SCALED TO FIT 11x17

EXHIBIT S
PHASE 8 (SIERRA SUNRISE NORTH)
Backbone
Infrastructure Exhibit

SUNCREEK SPECIFIC PLAN
City of Rancho Cordova, California
August, 2013

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

1062

GWTP	Ground Water Treatment Plant
CV	Check Valve
PRS	Pressure Reducing Station
SD	Storm Drain
SS	Sanitary Sewer
W	Potable Water
RW	Raw Water
NPW	Non-Potable Water
FM	Force Main
DB	Detention Basin
WQB	Water Quality Basin
Hydro	Hydromodification Basin

	SIGNALIZED INTERSECTION (CIP)
	SIGNALIZED INTERSECTION (PLAN AREA FEE)
	ROADWAYS
	STORM DRAIN SYSTEM
	SANITARY SEWER SYSTEM
	POTABLE WATER SYSTEM
	RAW WATER SYSTEM
	TREATED WATER SUPPLY SYSTEM
	NON-POTABLE WATER SYSTEM
	OFF-STREAM WATER QUALITY/HYDROMODIFICATION/DETENTION BASIN

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3. Offsite Roadway improvements include the Rancho Cordova Parkway extension from Chrysanthemum Blvd. to Douglas Blvd. See Exhibit "U".



SUNCREEK SPECIFIC PLAN

City of Rancho Cordova, California

August, 2013

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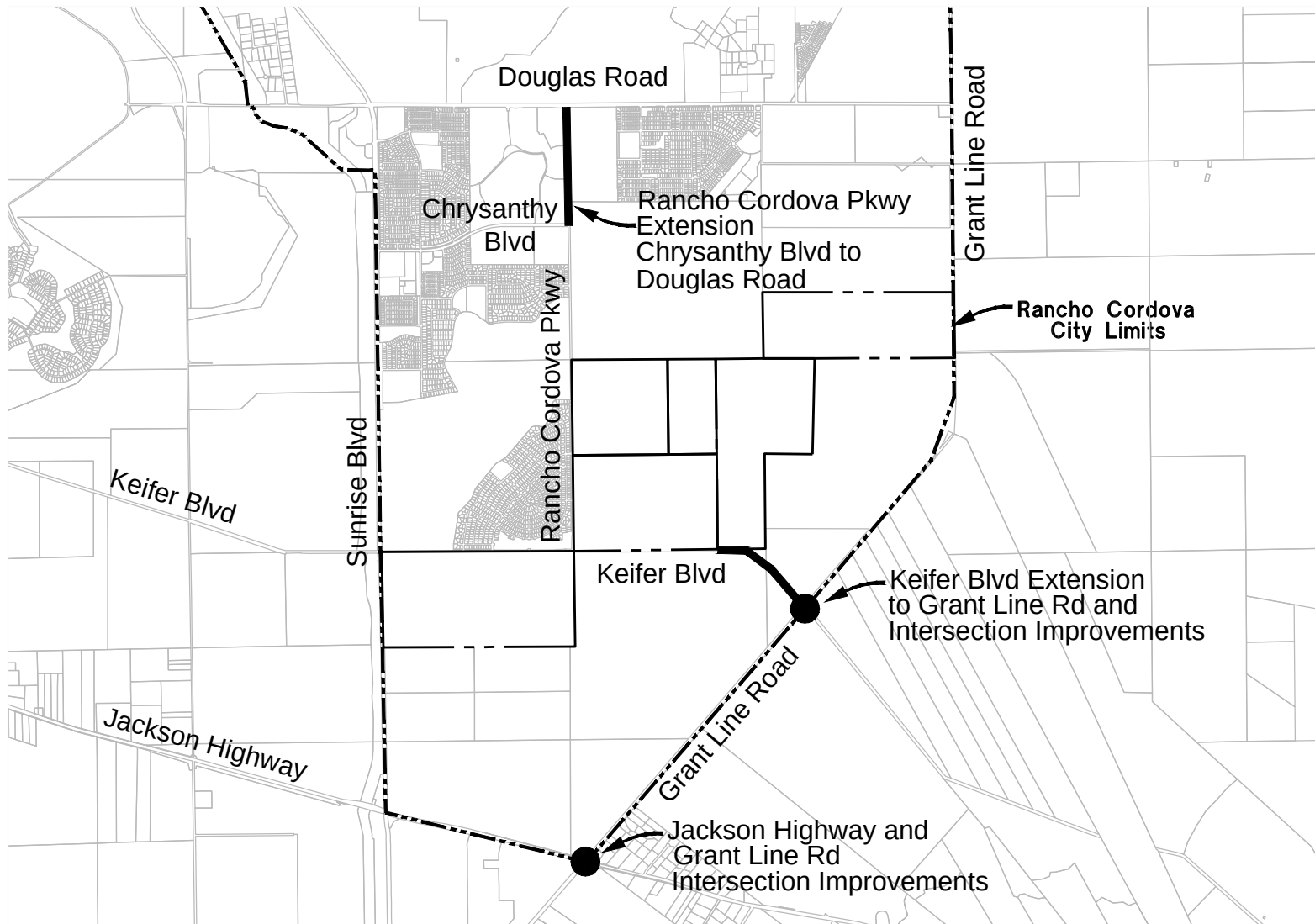
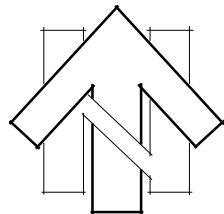


EXHIBIT U
 Offsite Roadway Improvements
SUNCREEK SPECIFIC PLAN
 City of Rancho Cordova, California July, 2013

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

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NO SCALE

APPENDIX H:

Preliminary Cost Estimate: Proposed Project
Phase 1—Backbone Infrastructure,
prepared by MacKay & Soms



PRELIMINARY
COST ESTIMATE
SUNCREEK PLAN AREA SPECIFIC PLAN
Proposed Project
Phase 1 - Backbone Infrastructure

Rancho Cordova, California

October 7, 2013

MACKEY & SOMPS
CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA (916) 929-6092

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

NOTES

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. MacKay & Somp makes no warranty, either expressed or implied, as to the accuracy of this estimate.
2. This estimate does not consider the following:
 - a. Cost associated with environmental (wetland) mitigations or biological surveys
 - b. Phased construction or out-of-regular-sequence construction
 - c. Costs associated with ground water or inclement weather conditions
 - d. Financial Charges
 - e. Bonds
 - f. Land costs, acquisition of right of way, easements, and/or rights of entry
 - g. Assessments from assessment, lighting & landscaping, Mello-Roos districts or the like
3. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.
4. The "cash flow" situation may be different than the fees, credits, and reimbursements itemized in this estimate.
5. Interim improvements may be required depending on development timing of individual units.
6. Cost for unsuitable material removal is not included in this estimate.
7. Costs are preliminary and subject to change upon more detailed design and analysis.
8. Cost for rock excavation is not included in this estimate.
9. Cost for Rough Grade Excavation is based on an estimated excavation volume which is calculated by assuming an average excavation depth of 2-feet across the roadways segment clear and grub limits.
10. Intentionally Blank.
11. Cost for construction and financing the Florin Road/Sunrise Blvd. Water Supply Pipeline, North Service Area Water Supply Pipeline, Sunrise Blvd./Douglas Road Water Supply Pipeline, the SunCreek Groundwater System, The Sunrise-Douglas Storage Tanks and Booster Pump Station, and the Raw Water Pipeline Conversion are not included in this estimate. It is assumed that these improvements will be constructed by Zone 40 or others and paid for by standard SCWA Zone 40/41 water connection fees. (Note: SCWA Staff estimates the cost of the Raw Water Pipeline Conversion project at \$10.4 million, but the Agency has only \$7.4 million available at this time to fund the project. If additional financing for the pipeline conversion project can't be secured in a timely fashion, the Agency will opt to construct the next well in the Excelissor Well Field to meet near term water demands in the NSA, in lieu of undertaking the pipeline conversion project at this time.)
12. This estimate reflects certain system changes in the Zone 40 potable and non-potable water systems requested by SCWA on December 14, 2012 (system modifications to delete certain transmission pipelines and modify the proposed valving). Therefore, this cost estimate does not reflect the water system as depicted in the Master Water Study prepared by SCWA for the SunCreek project.
13. This estimate reflects certain changes that SASD made to the proposed Sewer Master Plan for the project as a part of SASD's Sewer System Capacity Plan 2010 Update approved by the Board of Directors of SASD on January 11, 2012. Specifically, the Sewer System Capacity Plan 2010 Update revised the sewer system serving SunCreek to replace the sewer interceptor that was proposed to run transversely through the project in favor of a trunk sewer line, and associated changes in pump stations, force mains and appurtenances.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

CONSTRUCTION COST ESTIMATE SUMMARY

A. PLAN AREA ROADWAY IMPROVEMENTS	\$3,631,200
B. STORM DRAIN IMPROVEMENTS	\$1,247,000
C. SEWER IMPROVEMENTS	\$1,637,700
D. WATER IMPROVEMENTS	\$461,748
E. PARK CORRIDORS AND TRAILS SYSTEM IMPROVEMENTS	\$866,000
F. WETLAND PRESERVE IMPROVEMENTS	\$297,000
TOTAL BACKBONE INFRASTRUCTURE CONSTRUCTION COST	\$8,140,648
USE	\$8,140,700

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

CONSTRUCTION COSTS

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Sec</u>	<u>Unit Cost</u>	<u>Total Amount</u>
A. MAJOR ROADS					
1. Kiefer Boulevard					
a. Sunrise Boulevard to 1,650-ft west of Rancho Cordova Parkway	3,730	I.f.	C	\$600.00	\$2,238,000
a1. SunCreek Box Culvert Extension	50	I.f.		\$1,000.00	\$50,000
a2. Traffic Signal Modification - Sunrise Boulevard	1	ea.		\$400,000	\$400,000
a3. Traffic Signal - VC Land Use Loop Road Intersection	1	ea.		\$400,000	\$400,000
2. Sunrise Boulevard					
a. Kiefer Boulevard to 990-ft south of Kiefer Boulevard	990	I.f.	K	\$590.00	\$584,100
a1. Box Culvert Extension	30	I.f.		\$1,000.00	\$30,000
b. 990-ft south of Kiefer Boulevard to Southern Project Limit	1,630	I.f.	L	\$620.00	\$1,010,600
b1. Traffic Signal - VC Land Use Loop Road Intersection	1	ea.		\$400,000	\$400,000
<i>Major Roads (Raw Construction Cost) Subtotal</i>					\$5,112,700
<i>Contingency (20%)</i>					\$1,022,600
<i>Engineering/Plan Check/Inspection (15%)</i>					\$767,000
SUBTOTAL MAJOR ROADS					\$6,902,300

B. CREDITS/REIMBURSEMENTS (From the City CIP)

1. Kiefer Boulevard					
a. Sunrise Boulevard to 1,650-ft west of Rancho Cordova Parkway	3,730	I.f.	CC	\$180.00	\$671,400
a1. SunCreek Box Culvert Extension	50	I.f.		\$1,000.00	\$50,000
a2. Traffic Signal Modification - Sunrise Boulevard	1	ea.		\$400,000	\$400,000
a3. Traffic Signal - VC Land Use Loop Road Intersection	1	ea.		\$400,000	\$400,000
2. Sunrise Boulevard					
a. Kiefer Boulevard to 990-ft south of Kiefer Boulevard	990	I.f.	KK	\$180.00	\$178,200
a1. Box Culvert Extension	30	I.f.		\$1,000.00	\$30,000
b. 990-ft south of Kiefer Boulevard to Southern Project Limit	1,630	I.f.	LL	\$180.00	\$293,400
b1. Traffic Signal - VC Land Use Loop Road Intersection	1	ea.		\$400,000	\$400,000
<i>Subtotal Credits/Reimbursements</i>					\$2,423,000
<i>Contingency (20%)</i>					\$484,600
<i>Engineering/Plan Check/Inspection (15%)</i>					\$363,500
SUBTOTAL CREDITS/REIMBURSEMENTS					\$3,271,100

MAJOR ROADS COST ESTIMATE SUMMARY

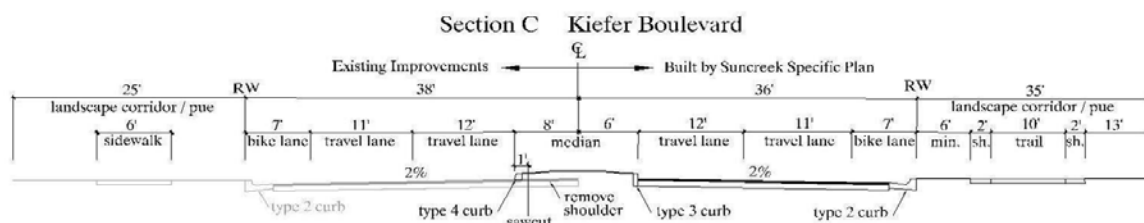
A. MAJOR ROADS	\$6,902,300
B. CREDITS/REIMBURSEMENTS (Assumed Fully Covered by City's CIP)	\$3,271,100
SUBTOTAL MAJOR ROADS	\$3,631,200
C. SUNCREEK PLAN AREA ROADWAY FRONTAGE IMPROVEMENTS (Financed by developer)	\$3,631,200

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section C
(Half Section and Full Median)

	ITEM	QUANTITY	UNIT	UNIT PRICE	PER FT COST
1	Clear and Grub	71	s.f.	\$0.10	\$7.10
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	5.3	c.y.	\$3.50	\$18.41
5	Roadway Excavation	2.9	c.y.	\$5.00	\$14.50
6	Roadway Subgrade Preparation	31	s.f.	\$0.12	\$3.72
7	6" Asphalt Concrete Paving	27	s.f.	\$3.24	\$87.48
8	24" Aggregate Base	27	s.f.	\$2.70	\$72.90
9	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
10	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
11	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
12	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
13	Landscape Corridor Planting & Irrigation	19	s.f.	\$4.50	\$85.50
14	3-5/8" Concrete Sidewalk	0	s.f.	\$4.00	\$0.00
15	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
16	Erosion Control	71	s.f.	\$0.10	\$7.10
17	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
18	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
19	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
20	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
21	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
22	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$592.21
Use					\$600.00

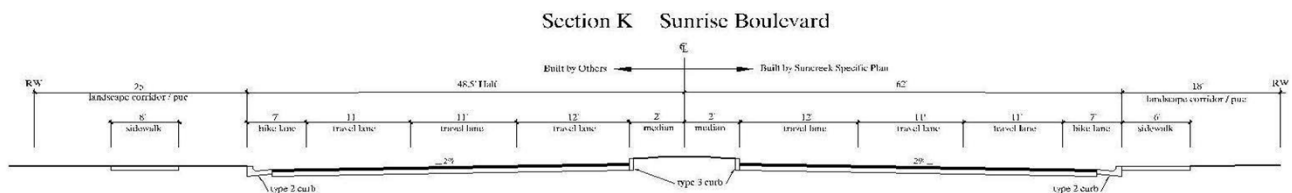


Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section K
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	80	s.f.	\$0.10	\$8.00
2	Rough Grade Excavation	5.9	c.y.	\$3.50	\$20.74
3	Roadway Excavation	3.9	c.y.	\$5.00	\$19.50
4	Roadway Subgrade Preparation	42	s.f.	\$0.12	\$5.04
5	6" Asphalt Concrete Paving	38	s.f.	\$3.24	\$123.12
6	24" Aggregate Base	38	s.f.	\$2.70	\$102.60
7	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9	Median Landscaping & Irrigation	0	s.f.	\$4.00	\$0.00
10	Landscape Corridor Planting & Irrigation	12	s.f.	\$4.50	\$54.00
11	3-5/8" Concrete Sidewalk	6	s.f.	\$4.00	\$24.00
12	Signing & Striping (3-lanes)	3	l.f.	\$1.00	\$3.00
13	Erosion Control	80	s.f.	\$0.10	\$8.00
14	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
18	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$588.50
Use					\$590.00



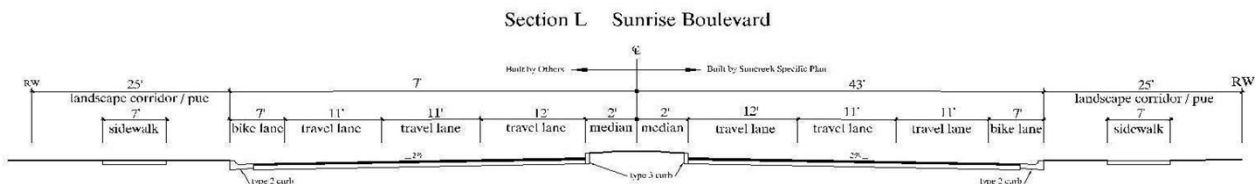
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section L
(Half Section)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub	68	s.f.	\$0.10	\$6.80
2.	Rough Grade Excavation	5.0	c.y.	\$3.50	\$17.63
3.	Roadway Excavation	3.7	c.y.	\$5.00	\$18.50
4.	Roadway Subgrade Preparation	39	s.f.	\$0.12	\$4.68
5.	6" Asphalt Concrete Paving	38	s.f.	\$3.24	\$123.12
6.	24" Aggregate Base	38	s.f.	\$2.70	\$102.60
7.	Curb & Gutter, Type 2 (Vertical Curb)	1	l.f.	\$18.00	\$18.00
8.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
9.	Median Landscaping & Irrigation	0	s.f.	\$4.00	\$0.00
10.	Landscape Corridor Planting & Irrigation	18	s.f.	\$4.50	\$81.00
11.	3-5/8" Concrete Sidewalk	7	s.f.	\$4.00	\$28.00
12.	Signing & Striping (3-lanes)	3	l.f.	\$1.00	\$3.00
13.	Erosion Control	68	s.f.	\$0.10	\$6.80
14.	Dry Utility Joint Trench	1	l.f.	\$80.00	\$80.00
15.	Street Lights (Type A, 220' spacing, one side)	1	l.f.	\$17.50	\$17.50
16.	Traffic Signal Interconnect	1	l.f.	\$6.00	\$6.00
17.	10" Water Distribution Line (Incl. Valves & Hydrants)	0	l.f.	\$95.00	\$0.00
18.	18" Storm Drainage Line (Incl. MH's and DI's)	1	l.f.	\$85.00	\$85.00
19.	10" Sewer Line (Incl. MH's)	0	l.f.	\$80.00	\$0.00
Subtotal					\$612.63
Use					\$620.00



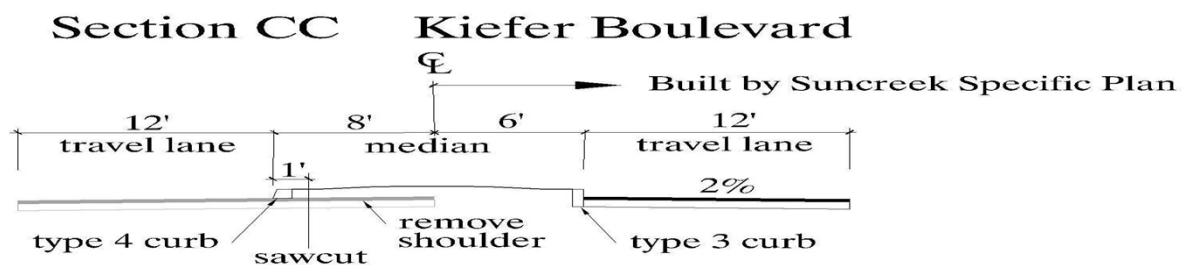
Note: The City may elect to require SunCreek to build a 6' inside shoulder in lieu of building one-half a median.

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Kiefer Boulevard
Minor Arterial - Street Section CC
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	26	s.f.	\$0.10	\$2.60
2	Sawcut Asphalt Concrete	1	l.f.	\$1.00	\$1.00
3	Remove Asphalt Concrete	7	s.f.	\$1.00	\$7.00
4	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.74
5	Roadway Excavation	1.3	c.y.	\$5.00	\$6.50
6	Roadway Subgrade Preparation	13	s.f.	\$0.12	\$1.56
7	6" Asphalt Concrete Paving	12	s.f.	\$3.24	\$38.88
8	24" Aggregate Base	12	s.f.	\$2.70	\$32.40
9	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
10	Median Curb, Type 4 (Barrier Curb)	1	l.f.	\$13.00	\$13.00
11	Median Landscaping & Irrigation	13	s.f.	\$4.00	\$52.00
12	Signing & Striping (1-lanes)	1	l.f.	\$1.00	\$1.00
13	Erosion Control	26	s.f.	\$0.10	\$2.60
Subtotal					\$179.28
Use					\$180.00



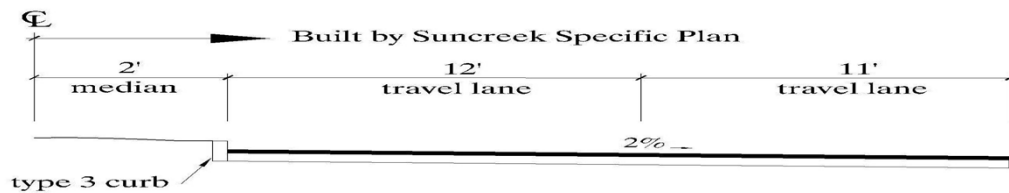
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section KK
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1	Clear and Grub	25	s.f.	\$0.10	\$2.50
2	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.48
3	Roadway Excavation	2.3	c.y.	\$5.00	\$11.50
4	Roadway Subgrade Preparation	24	s.f.	\$0.12	\$2.88
5	6" Asphalt Concrete Paving	23	s.f.	\$3.24	\$74.52
6	24" Aggregate Base	23	s.f.	\$2.70	\$62.10
7	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8	Median Landscaping & Irrigation	0	s.f.	\$4.00	\$0.00
9	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10	Erosion Control	25	s.f.	\$0.10	\$2.50
Subtotal					\$178.48
Use					\$180.00

Section KK Sunrise Boulevard



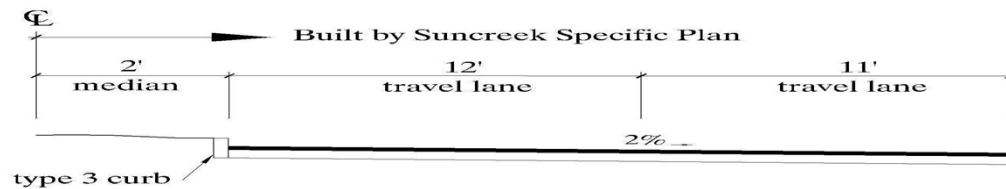
Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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Preliminary Cost Per Linear Foot
Sunrise Boulevard
Major Arterial-Street Section LL
(CIP Reimbursement)

	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PER FT COST</u>
1.	Clear and Grub	25	s.f.	\$0.10	\$2.50
2.	Rough Grade Excavation	1.9	c.y.	\$3.50	\$6.48
3.	Roadway Excavation	2.3	c.y.	\$5.00	\$11.50
4.	Roadway Subgrade Preparation	24	s.f.	\$0.12	\$2.88
5.	6" Asphalt Concrete Paving	23	s.f.	\$3.24	\$74.52
6.	24" Aggregate Base	23	s.f.	\$2.70	\$62.10
7.	Median Curb, Type 3 (Barrier Curb)	1	l.f.	\$14.00	\$14.00
8.	Median Landscaping & Irrigation	0	s.f.	\$4.00	\$0.00
9.	Signing & Striping (2-lanes)	2	l.f.	\$1.00	\$2.00
10.	Erosion Control	25	s.f.	\$0.10	\$2.50
Subtotal					\$178.48
Use					\$180.00

Section LL Sunrise Boulevard



Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Amount</u>
<u>B. STORM DRAINAGE SYSTEM</u>					
1. Pipeline System					
A	72" Storm Drain (Morrison Creek Spill)	\$230.00	3,260	LF	\$749,800
B	Saddle Manhole	\$12,000.00	6	EA	\$72,000
C	Morrison Creek Spill Inlet Structure	\$35,000	1	LS	\$35,000
D	Morrison Creek Spill Outlet Structure	\$30,000	1	LS	\$30,000
<i>Pipeline System Subtotal (Raw Construction Cost)</i>					\$887,000
<i>Contingency (20%)</i>					\$177,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$133,000
Total Pipeline System					\$1,197,000
2. Detention, Water Quality and Hydro-Modification Basins					
A	SunCreek Basin No. 11	\$235,804.00	1	LS	\$235,804
B	SunCreek Basin No. 12	\$780,016.00	1	LS	\$780,016
<i>Detention / WQ and Hydro-Modification Basins (Raw Construction Cost)</i>					\$1,016,000
<i>Contingency (20%)</i>					\$203,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$152,000
Total Detention, Water Quality and Hydro-Modifications Basins					\$1,371,000
3. Reimbursements/Credits					
A	72" Storm Drain (Morrison Creek Spill)	\$199.22	3,260	LF	\$649,457
B	Saddle Manhole	\$3,772.16	6	EA	\$22,633
C	Morrison Creek Spill Inlet Structure	\$35,000	1	EA	\$35,000
D	Morrison Creek Spill Outlet Structure	\$30,000	1	EA	\$30,000
E	SunCreek Basin No. 11	\$58,502	1	EA	\$58,502
F	SunCreek Basin No. 12	\$236,776	1	EA	\$236,776
<i>Pipeline System Subtotal (Raw Reimbursements/Credits)</i>					\$1,032,000
<i>Contingency (20%)</i>					\$206,000
<i>Engineering/Plan Check/Inspection (8%)</i>					\$83,000
Total Reimbursements/Credits					\$1,321,000

STORM DRAINAGE COST ESTIMATE SUMMARY

1. Pipeline System	\$1,197,000
2. Detention, Water Quality and Hydro-Modifications Basins	\$1,371,000
SUB-TOTAL STORM DRAINAGE COST	\$2,568,000
3. Reimbursements/Credits	\$1,321,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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GRAND TOTAL STORM DRAINAGE COST	\$1,247,000
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Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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CONSTRUCTION COST DETENTION/WATER QUALITY/HYDRO-MODIFICATION BASINS																				
BASIN No.	Basin Excavation					Basin Land		PERCOLATION TRENCH		Outfall Structure						Maintenance Road 12-Ft Wide 2" AC/6" AB		Landscape Improvements		TOTAL BASIN COST
	UNIT	UNIT PRICE	DETENTION	WATER QUALITY	TOTAL BASIN SIZE					OUTFALL STRUCT	OUTFALL CULVERT	OUTFALL CULVERT	CULVERT COST PER	SHEET FLOW STRUCTURE						
			AC. FT.	AC. FT.	AC. FT.					LENGTH (LF)	Cost/LF	DIAMETER	LENGTH (LF)	(LF)	(LF)					
SunCreek 1	ac ft	\$10,000	6.7	2.5	9.2			1,960	\$40	\$20,000	3 x 24"	250	\$285	0	0	2,500	30	4.5	\$2	\$728,690
SunCreek 2	ac ft	\$10,000	21.6	3.4	25.0			2,680	\$40	\$20,000	2 x 24"	250	\$190	0	0	1,650	30	4.9	\$2	\$901,088
SunCreek 3	ac ft	\$10,000	21.3	2.2	23.5			1,720	\$40	\$20,000	2 x 24"	480	\$190	0	0	1,550	30	6.4	\$2	\$1,019,068
SunCreek 4	ac ft	\$10,000	28.4	3.8	32.2			2,980	\$40	\$20,000	2 x 24"	350	\$190	0	0	1,480	30	7.0	\$2	\$1,181,940
SunCreek 5	ac ft	\$10,000	42.0	5.7	47.7			4,460	\$40	\$20,000	2 x 24"	150	\$190	860	\$125	1,150	30	6.4	\$2	\$1,295,968
SunCreek 6	ac ft	\$10,000	21.8	3.0	24.8			2,380	\$40	\$20,000	3 x 24"	150	\$285	0	0	1,850	30	5.9	\$2	\$975,458
SunCreek 7	ac ft	\$10,000	9.2	1.5	10.7			1,160	\$40	\$20,000	1 x 30"	250	\$125	0	0	1,180	30	2.3	\$2	\$440,426
SunCreek 8	ac ft	\$10,000	26.6	3.6	30.2			2,800	\$40	\$20,000	2 x 24"	150	\$190	690	\$125	1,350	30	5.7	\$2	\$999,584
SunCreek 9	ac ft	\$10,000	16.8	2.3	19.1			1,820	\$40	\$20,000	1 x 24"	150	\$100	0	0	930	30	4.1	\$2	\$683,892
SunCreek 10	ac ft	\$10,000	9.2	1.9	11.1			1,520	\$40	\$20,000	2 x 24"	250	\$190	560	\$125	1,650	30	3.1	\$2	\$558,872
SunCreek 11	ac ft	\$10,000	1.7	0.4	2.1			320	\$40	\$20,000	1 x 24"	150	\$100	215	\$125	630	30	1.7	\$2	\$235,804
SunCreek 12	ac ft	\$10,000	16.6	2.7	19.3			2,160	\$40	\$20,000	2 x 24"	250	\$190	690	\$125	1,950	30	4.3	\$2	\$780,016

CREDIT - REIMBURSEMENT DETENTION/WATER QUALITY/HYDRO-MODIFICATION BASINS																				
BASIN No.	Basin Excavation					Basin Land		PERCOLATION TRENCH		Outfall Structure						Maintenance Road 12-Ft Wide 2" AC/6" AB		Landscape Improvements		TOTAL BASIN COST
	UNIT	UNIT PRICE	DETENTION	WATER QUALITY	TOTAL BASIN SIZE					OUTFALL STRUCT	OUTFALL CULVERT	OUTFALL CULVERT	CULVERT COST PER	SHEET FLOW STRUCTURE						
			AC. FT.	AC. FT.	AC. FT.					ACRE	COST/AC	LENGTH (LF)	Cost/LF	DIAMETER	LENGTH (LF)					
SunCreek 1	ac ft	\$5,985	6.7	2.5	9.2			1,960	\$0	\$10,827	3 x 24"	150	\$149	0	0	2,500	5.52	4.5	\$0.05	\$111,844
SunCreek 2	ac ft	\$5,985	21.6	3.4	25.0			2,680	\$0	\$10,827	2 x 24"	250	\$99	0	0	1,650	5.52	4.9	\$0.05	\$204,994
SunCreek 3	ac ft	\$5,985	21.3	2.2	23.5			1,720	\$0	\$10,827	2 x 24"	480	\$99	0	0	1,550	5.52	6.4	\$0.05	\$221,501
SunCreek 4	ac ft	\$5,985	28.4	3.8	32.2			2,980	\$0	\$10,827	2 x 24"	350	\$99	0	0	1,480	5.52	7.0	\$0.05	\$261,624
SunCreek 5	ac ft	\$5,985	42.0	5.7	47.7			4,460	\$0	\$10,827	2 x 24"	150	\$99	860	\$95	1,150	5.52	6.4	\$0.05	\$413,171
SunCreek 6	ac ft	\$5,985	21.8	3.0	24.8			2,380	\$0	\$10,827	3 x 24"	150	\$149	0	0	1,850	5.52	5.9	\$0.05	\$204,679
SunCreek 7	ac ft	\$5,985	9.2	1.5	10.7			1,160	\$0	\$10,827	1 x 30"	250	\$59	0	0	1,180	5.52	2.3	\$0.05	\$101,144
SunCreek 8	ac ft	\$5,985	26.6	3.6	30.2			2,800	\$0	\$10,827	2 x 24"	150	\$99	690	\$95	1,350	5.52	5.7	\$0.05	\$291,854
SunCreek 9	ac ft	\$5,985	16.8	2.3	19.1			1,820	\$0	\$10,827	1 x 24"	150	\$50	0	0	930	5.52	4.1	\$0.05	\$146,713
SunCreek 10	ac ft	\$5,985	9.2	1.9	11.1			1,520	\$0	\$10,827	2 x 24"	250	\$99	560	\$95	1,650	5.52	3.1	\$0.05	\$171,075
SunCreek 11	ac ft	\$5,985	1.7	0.4	2.1			320	\$0	\$10,827	1 x 24"	150	\$50	215	\$95	630	5.52	1.7	\$0.05	\$58,502
SunCreek 12	ac ft	\$5,985	16.6	2.7	19.3			2,160	\$0	\$10,827	2 x 24"	250	\$99	690	\$95	1,950	5.52	4.3	\$0.05	\$236,776

- Notes:
- 1) Outfall Structure is assumed to be a 10' long by 5' wide by 10' high concrete box with 10" thick walls. Total concrete volume is approx. 11 cys
 - 2) Detention Basin Credit - Reimbursement is calculated by subtracting the total basin improvement credit from the total basin land credit.
 - 3) Land costs and reimbursements for detention basins are included in the land equalization program.

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C. Sanitary Sewer System

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>UNIT</u>	<u>QTY</u>	<u>AMOUNT</u>
1. Gravity Sewer System				
A 27" Sanitary Trunk Sewer (18-ft.depth)	\$175.00	LF	5,800	\$1,015,000
B 60" Sanitary Trunk Sewer Manhole (18-ft. depth)	\$8,500.00	EA	16	<u>\$136,000</u>
<i>Gravity Sewer Subtotal (Raw Construction Cost)</i>				\$1,151,000
<i>Contingency (20%)</i>				\$230,200
<i>Engineering/Plan Check/Inspection (15%)</i>				<u>\$172,700</u>
Total Gravity Sewer				\$1,553,900

2. Pump Station and Force Mains

A. SunCreek Sewer Pump Station (Phase 1: 1.5 mgd - Cost Prorated at 2/3 of Ultimate Pump Station)	\$5,668,200	LS	1	\$5,668,200
B. 8-inch Forcemain (Anatolia III Lift Station Connection)	\$75.00	LF	5,700	\$427,500
C. 18-inch Forcemain (Aerojet Interceptor Connection)	\$150.00	LF	12,000	<u>\$1,800,000</u>
<i>Pump Stations Subtotal (Raw Construction Cost)</i>				\$7,895,700
<i>Contingency (20%)</i>				\$1,579,100
<i>Engineering/Plan Check/Inspection (8%)</i>				<u>\$631,700</u>
Total Pump Station and Force Mains				\$10,106,500

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3. Credits/Reimbursements

A	27" Sanitary Trunk Sewer (18-ft.depth)	\$164.43	LF	5,800	\$953,694
B	60" Sanitary Trunk Sewer Manhole (18-ft. depth)	\$6,325.00	EA	16	\$101,200
C	SunCreek Sewer Pump Station	\$5,668,200	LS	1	\$5,668,200
D	18-inch Forcemain (Aerojet Interceptor Connection)	\$100.00	LF	12,000	<u>\$1,200,000</u>

Credits/Reimbursements Subtotal (Raw Construction Cost) \$7,923,100

Contingency (20%) \$1,584,600

Engineering/Plan Check/Inspection (6.5%) \$515,000

Total Credits/Reimbursements **\$10,022,700**

SEWER COST ESTIMATE SUMMARY

1. Gravity Sewer System	\$1,553,900
2. Pump Stations and Force Mains	<u>\$10,106,500</u>
SUB-TOTAL SEWER COST	\$11,660,400
3. Credits/Reimbursements	<u>(\$10,022,700)</u>
GRAND TOTAL SEWER COST	\$1,637,700

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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D. Water System

1. LOCAL WATER SYSTEM IMPROVEMENTS

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
A. ZONE 1 POTABLE WATER					
1.	16" Water Transmission Main	\$130.00	LF	400	\$52,000
2.	16-inch Butterfly Valve Assembly	\$5,500.00	EA	2	\$11,000
3.	Pressure Reducing Station Zone 1 to Zone 3	\$100,000	EA	1	\$100,000
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>					\$163,000
<i>Contingency (20%)</i>					\$32,600
<i>Engineering/Plan Check/Inspection (15%)</i>					\$24,500
TOTAL ZONE 1 POTABLE WATER					\$220,100

B. ZONE 3 POTABLE WATER

1.	16" Water Transmission Main	\$130.00	LF	2,400	\$312,000
2.	16-inch Butterfly Valve Assembly	\$5,500.00	EA	3	\$16,500
<i>Zone 3 Water Subtotal (Raw Construction Cost)</i>					\$328,500
<i>Contingency (20%)</i>					\$65,700
<i>Engineering/Plan Check/Inspection (15%)</i>					\$49,300
TOTAL ZONE 3 POTABLE WATER					\$443,500

C. NON-POTABLE WATER SYSTEM

1. ZONE 3 NON-POTABLE WATER

A	10" Non Potable Water Pipeline	\$80.00	LF	4,100	\$328,000
B	12" Non Potable Water Pipeline	\$90.00	LF	2,300	\$207,000
C	10-inch Gate Valve Assembly	\$3,000.00	EA	2	\$6,000
D	12-inch Butterfly Valve Assembly	\$3,500.00	EA	2	\$7,000

<i>Zone 3 Non-Potable Water Subtotal (Raw Construction Cost)</i>					\$548,000
<i>Contingency (20%)</i>					\$109,600
<i>Engineering/Plan Check/Inspection (15%)</i>					\$82,200
TOTAL ZONE 3 NON-POTABLE WATER					\$739,800

TOTAL NON-POTABLE WATER	\$739,800
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TOTAL LOCAL WATER SYSTEM IMPROVEMENTS	\$1,403,400
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Proposed Project Backbone Infrastructure

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2. REGIONAL WATER SYSTEM IMPROVEMENTS
A. NORTH SERVICE AREA TREATED WATER SUPPLY IMPROVEMENTS (NSA)
1. NSA ZONE 1 WATER

A	12" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,800	\$0
B	16" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,300	\$0
C	18" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	2,700	\$0
D	Sunrise Douglas 2: 30" Water Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	6,400	\$0
E	12-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
F	16-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
G	18-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	3	\$0
H	Sunrise Douglas 2: 30-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	5	\$0
I	Sunrise Douglas 2: Cathodic Protection System (30" Water T-Main) (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	6,400	\$0
<i>NSA Zone 1 Water Subtotal (Raw Construction Cost)</i>				\$0
<i>Contingency (20%)</i>				\$0
<i>Engineering/Plan Check/Inspection (15%)</i>				\$0
TOTAL NSA ZONE 1 WATER				\$0

TOTAL REGIONAL WATER SYSTEM IMPROVEMENTS

\$0
TOTAL WATER SYSTEM IMPROVEMENTS

\$1,403,400

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

7991.10

3. CREDITS/REIMBURSEMENTS**A. LOCAL WATER SYSTEM IMPROVEMENTS****1. ZONE 1 POTABLE WATER**

A 16" Water Transmission Main	\$126.20 LF	400	\$50,480
B 16-inch Butterfly Valve Assembly	\$5,394.00 EA	2	\$10,788
C Pressure Reducing Station Zone 1 to Zone 3	\$100,000 EA	1	<u>\$100,000</u>
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>			\$161,268
<i>Contingency (20%)</i>			\$32,254
<i>Engineering/Plan Check/Inspection (8%)</i>			<u>\$12,901</u>
TOTAL ZONE 1 POTABLE WATER CREDITS			\$206,423

2. ZONE 3 POTABLE WATER

A 16" Water Transmission Main	\$126.20 LF	2,400	\$302,880
B 16-inch Butterfly Valve Assembly	\$5,394.00 EA	3	<u>\$16,182</u>
<i>Zone 1 Water Subtotal (Raw Construction Cost)</i>			\$319,062
<i>Contingency (20%)</i>			\$63,812
<i>Engineering/Plan Check/Inspection (8%)</i>			<u>\$25,525</u>
TOTAL ZONE 3 POTABLE WATER CREDITS			\$408,399

TOTAL POTABLE WATER CREDITS	\$614,822
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3. ZONE 3 NON-POTABLE WATER

A 10" Non Potable Water Pipeline	\$37.20 LF	4,100	\$152,520
B 12" Non Potable Water Pipeline	\$44.70 LF	2,300	\$102,810
C 10-inch Gate Valve Assembly	\$0.00 EA	2	\$0
D 12-inch Butterfly Valve Assembly	\$0.00 EA	2	<u>\$0</u>
<i>Zone 3 Non-Potable Water Subtotal (Raw Construction Cost)</i>			\$255,330
<i>Contingency (20%)</i>			\$51,100
<i>Engineering/Plan Check/Inspection (8%)</i>			<u>\$20,400</u>
TOTAL ZONE 3 NON-POTABLE WATER CREDITS			\$326,830

TOTAL NON-POTABLE WATER CREDITS	\$326,830
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Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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B. REGIONAL WATER SYSTEM IMPROVEMENTS

1. NORTH SERVICE AREA TREATED WATER SUPPLY IMPROVEMENTS (NSA)

A. NSA ZONE 1 WATER

A	12" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,800	\$0
B	16" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	1,300	\$0
C	18" Raw Water Supply Pipeline (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	2,700	\$0
D	30" Water Transmission Main (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	6,400	\$0
E	12-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
F	16-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	2	\$0
G	18-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	3	\$0
H	30-inch Butterfly Valve Assembly (Future NSA Facilities to be constructed by Zone 40)	\$0.00 EA	5	\$0
I	Cathodic Protection System (30" Water T-Main) (Future NSA Facilities to be constructed by Zone 40)	\$0.00 LF	6,400	<u>\$0</u>
<i>NSA Zone 1 Water Subtotal (Raw Construction Cost)</i>				\$0
<i>Contingency (20%)</i>				\$0
<i>Engineering/Plan Check/Inspection (8%)</i>				<u>\$0</u>
TOTAL NSA ZONE 1 WATER CREDITS				\$0

TOTAL REGIONAL WATER SYSTEM CREDITS \$0

TOTAL WATER SYSTEM CREDITS \$941,652

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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WATER COST ESTIMATE SUMMARY

A. LOCAL WATER SYSTEM IMPROVEMENTS

1. Potable Water System Improvements

A. ZONE 1 WATER FACILITIES	\$220,100
B. ZONE 3 WATER FACILITIES	\$443,500
Subtotal	\$663,600

2. Non-Potable Water System Improvements

A. ZONE 3 NON-POTABLE WATER	\$739,800
Subtotal	\$739,800

Total Local Water System Improvements \$1,403,400

B. REGIONAL WATER SYSTEM IMPROVEMENTS

1. ZONE 1 WATER FACILITIES	\$0
Total Regional Water System Improvements	\$0

Total Water System Improvements \$1,403,400

C. SCWA CREDITS/REIMBURSEMENTS

1. Local Water System Credits/Reimbursements

A. Potable Water System Credits/Reimbursements

1. ZONE 1 POTABLE CREDITS/REIMBURSEMENTS	(\$206,423)
2. ZONE 3 POTABLE CREDITS/REIMBURSEMENTS	(\$408,399)
Subtotal	(\$614,822)

B. Non-Potable Water System Credits/Reimbursements

1. Zone 3 NON-POTABLE CREDITS/REIMBURSEMENTS	(\$326,830)
Subtotal	(\$326,830)

Total Local Water System Credits/Reimbursements (\$941,652)

2. Regional Water System Credits/Reimbursements

A. ZONE 1 WATER FACILITIES CREDITS/REIMBURSEMENTS	\$0
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Total Regional Water System Credits/Reimbursements \$0

Total Water System Improvements Credits/Reimbursements (\$941,652)

GRAND TOTAL WATER COST \$461,748

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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D. Park Corridors and Trails System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1. Park Corridors and Trails System					
A	14-ft Wide Trail, 10-ft Wide Pavement & Two 2-ft. Decomposed Granite Shoulders plus 5-ft. Wide Landscaping Improvements on both sides	8,600	LF	\$70.00	\$602,000
B	At-Grade Roadway Crossing	1	EA	\$40,000	\$40,000
<i>Park Corridors and Trails System Subtotal (Raw Construction Cost)</i>					\$642,000
<i>Contingency (20%)</i>					\$128,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$96,000
Total Park Corridors and Trails System					\$866,000

Park Corridors and Trails System Cost Summary

1. Park Corridors and Trails System	\$866,000
GRAND TOTAL PARK CORRIDORS AND TRAILS SYSTEM COST	\$866,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
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F. Wetland Preserve Improvements

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1. Wetland Preserve					
A.	Wetland Buffer Hydroseeding & Mulching (Native Grasses - No Irrigation)	7.0	AC	\$10,000	\$70,000
B.	Wetland Preserve Post & Cable Barrier	7,500	LF	\$20.00	\$150,000
<i>Wetland Preserve Improvements Subtotal (Raw Construction Cost)</i>					\$220,000
<i>Contingency (20%)</i>					\$44,000
<i>Engineering/Plan Check/Inspection (15%)</i>					\$33,000
Total Wetland Preserve Improvements					\$297,000

Wetland Preserve Improvements Cost Summary

1. Wetland Preserve Improvements	\$297,000
GRAND TOTAL WETLAND PRESERVE IMPROVEMENTS COST	\$297,000

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

Preliminary Master Cost Per Linear Foot

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1 Clear and Grub	s.f.	\$0.10
2 Sawcut Asphalt Concrete	l.f.	\$1.00
3 Remove Existing Asphalt Concrete	s.f.	\$1.00
4 Rough Grade Excavation	c.y.	\$3.50
5 Roadside Ditch	l.f.	\$7.00
6 Roadway Excavation	c.y.	\$5.00
7 Roadway Subgrade Preparation	s.f.	\$0.12
8 2" Asphalt Concrete Paving	s.f.	\$1.08
9 4" Asphalt Concrete Paving	s.f.	\$2.16
10 6" Asphalt Concrete Paving	s.f.	\$3.24
11 6" Aggregate Base	s.f.	\$1.35
11 18" Aggregate Base	s.f.	\$2.07
12 24" Aggregate Base	s.f.	\$2.70
13 Curb & Gutter, Type 2 (Vertical Curb)	l.f.	\$18.00
14 Median Curb, Type 3 (Barrier)	l.f.	\$14.00
15 Median Curb, Type 4 (Barrier)	l.f.	\$13.00
15 Median Landscaping & Irrigation	s.f.	\$4.00
16 Landscape Corridor Planting & Irrigation	s.f.	\$4.50
17 3-5/8" Concrete Sidewalk	s.f.	\$4.00
18 Signing & Striping (cost per lane)	l.f.	\$1.00
19 Erosion Control	s.f.	\$0.10
20 Roadside Ditch	l.f.	\$10.00
21 Dry Utility Joint Trench	l.f.	\$80.00
22 Street Lights (Type A, 220' spacing, one sides)	l.f.	\$17.50
23 Street Lights (Type A, 220' spacing, both sides)	l.f.	\$25.00
24 Traffic Signal Interconnect	l.f.	\$6.00
25 Trail (12-ft wide with two 2-ft. DG shoulders)	l.f.	\$80.00
26 Trail (10-ft wide with two 2-ft. DG shoulders)	l.f.	\$70.00
27 10" Water Distribution Line (In Street - Incl. Valves & Hyrdants)	l.f.	\$95.00
28 18" Storm Drainage Line (Street Drainage - Incl. MH's and DI's)	l.f.	\$85.00
29 10" Sewer Line (In Street - Incl. MH's)	l.f.	\$80.00

Preliminary Cost Estimate
SunCreek Plan Area Specific Plan
Proposed Project Backbone Infrastructure

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<u>Street Section Cost Summary</u>		
<u>Street Name</u>	<u>Section Type</u>	<u>Cost</u>
<u>Construction Cost</u>		
Kiefer Boulevard (Half-Section and Full Median)	C	\$600
Sunrise Boulevard (Half-Section)	K	\$590
Sunrise Boulevard (Half-Section)	L	\$620
<u>CIP Reimbursement Amount</u>		
Kiefer Boulevard (Half-Section and Full Median)	CC	\$180
Sunrise Boulevard (Half-Section)	KK	\$180
Sunrise Boulevard (Half-Section)	LL	\$180

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 41-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE SUNCREEK SPECIFIC PLAN, DESIGNATING THE ZONING
FOR AREAS WITHIN THE SUNCREEK SPECIFIC PLAN AREA**

WHEREAS, the SunCreek Specific Plan Project (“Project” or “Specific Plan”) is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova (“City”). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”); and

WHEREAS, the Specific Plan’s purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City’s jobs/housing balance; and

WHEREAS, the key objectives of the Project include the following;

- Implement the City’s General Plan, the Sacramento Area Council of Governments Blueprint and Smart Growth Principles;
- Provide mixed density residential housing development;
- Provide a community serving retail and employment center along Grantline Road;
- Develop neighborhoods connected by a significant open space and recreational parkway;
- Provide neighborhood serving retail areas;
- Provide additional housing to balance the high employment concentrations in and around the City;
- Provide a mix of housing types to diversify the City’s housing stock;
- Provide transportation facilities within the project area consistent with the City’s Circulation Plan;
- Provide an appropriate site for a high school and middle school that will serve the Sunrise Douglas Community Plan Area, and three neighborhood elementary schools;

- Provide an appropriate site for a community park that will serve the Sunrise Douglas Community Plan Area;
- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries;
- Set aside wetlands within the Community Plan area; and
- Generate positive fiscal impacts for the City through development within the Plan Area.

WHEREAS, the SunCreek Specific Plan complies with the requirements of California Government Code section 65451 and its adoption complies with Government Code section 65453; and

WHEREAS, since the City's incorporation in 2003, the City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the Specific Plan and soliciting feedback; and

WHEREAS, pursuant to the General Plan requirement in Policy 2.1 of the Infrastructure, Services and Finance Element, Landowners prepared a Public Facilities Financing Plan/Infrastructure Phasing Plan for the SunCreek Specific Plan; and

WHEREAS, the Public Facilities Financing Plan describes the backbone infrastructure and public facilities necessary to serve the Project's buildout, estimates the costs of the infrastructure, and identifies the proposed funding sources; and

WHEREAS, the Infrastructure Phasing Plan sets a conceptual phasing plan for the major backbone infrastructure needed to serve the plan area; and

WHEREAS, on November 18, 2013, the City Council approved the SunCreek Specific Plan's Infrastructure Phasing Plan by its adoption of Resolution No. 128-2013; and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act, the City prepared an Environmental Impact Statement and an Environmental Impact Report for the SunCreek Specific Plan ("EIR"). On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals; and

WHEREAS, on November 18, 2013, the City Council held a properly noticed public hearing at which it received a report from City Staff regarding the Project and 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. Recitals.

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

Section 2: Findings.

A. Consistency with the General Plan. The rezoning by the attached SunCreek Specific Plan is consistent with the General Plan as required by Government Code section 65454. 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; and (c) the SunCreek Specific Plan EIR, the City Council finds and determines that the SunCreek Specific Plan is consistent with the General Plan, as summarized below and more fully addressed in Appendix X of the SunCreek Specific Plan, "Analysis of Project Consistency with City Policies," and as follows:

- i. The SunCreek Specific Plan is consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the SunCreek Specific Plan are consistent with the SunCreek/Preserve Planning Area (Figure LU-28), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.
- ii. The SunCreek Specific Plan includes a land use plan and use and development standards, as well as guidelines for subsequent Project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within SunCreek are in keeping with the building block concepts outlined in the General Plan's Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in Goals UD-3 and UD-4.
- iii. The SunCreek Specific Plan includes land use designations for two village centers and one regional town center. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.
- iv. The SunCreek Land Use Plan (Figure 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential and high density residential, as well as opportunities for high density housing in select mixed-use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the Project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities by the implementation of an Affordable Housing Plan for each property owner within the Project area.
- v. The SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local Project traffic and improved community circulation. It is also consistent with the regional transportation system with the addition of two major north-south roadways (Rancho Cordova Parkway and Americanos Boulevard), as well as improvements to the east-west connectivity. SunCreek Circulation Plan (Figure

4-2) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section I.4 of the SunCreek Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.

vi. The SunCreek Land Use Plan (Figure 3-2) designates approximately 82 acres for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes 310 acres of wetland preserve, drainage parkways/basins, landscape corridors, and greenbelts. The total Project open space (non-developable) amounts to approximately 30 percent of the Project area. Planned open space, parks, and trails for SunCreek are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.

vii. SunCreek Circulation and Infrastructure Plans of the SunCreek Specific Plan identify necessary infrastructure, utilities, and services for the Project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. SunCreek Specific Plan, Section I.9 (Implementation) identifies the requirements for the Financing Plan, and includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

viii. The Environmental Impact Report/Environmental Impact Statement for the SunCreek Project identifies all known and protected resources within the Project area. Required protection and mitigation measures have been incorporated into the SunCreek Specific Plan (Figure 3-2) and as described in Section I.6 (Natural Resources). The SunCreek Project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

ix. The SunCreek Specific Plan includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Finally, the SunCreek Development Regulations (Volume II) incorporate best practices from the Crime Prevention Through Environmental Design standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.

x. The SunCreek Land Use Plan (Figure 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. The land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and

densities, as well as circulation systems to reduce vehicle trips and air quality impacts.

xi. The SunCreek Land Use Plan (Figure 3-2) maintains residential setbacks and in some cases sound walls to mitigate noise impacts from heavily traveled roadways. This land plan and provisions in the SunCreek Development Regulations (Volume II) are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

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

C. CEQA Compliance. In compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Environmental Impact Statement and an Environmental Impact Report for the SunCreek Specific Plan ("EIR"). On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals. Resolution No. 127-2013 is incorporated herein by reference.

Section 3: Adoption of SunCreek Specific Plan.

The City Council hereby adopts the SunCreek Specific Plan, attached as **Exhibit 3A**.

Section 4: Severability.

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

Section 5: Publication and Effective Date.

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2181165.9



SUNCREEK SPECIFIC PLAN

FINAL DRAFT

VOLUME I
AND
VOLUME II



November 18, 2013

AGENDA ITEM 14.1

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I.1. INTRODUCTION

The SunCreek Specific Plan is the handbook for development of approximately 1,265.2 acres located in the south area of the City of Rancho Cordova ("City").

1.1 PROJECT PURPOSE AND OBJECTIVES

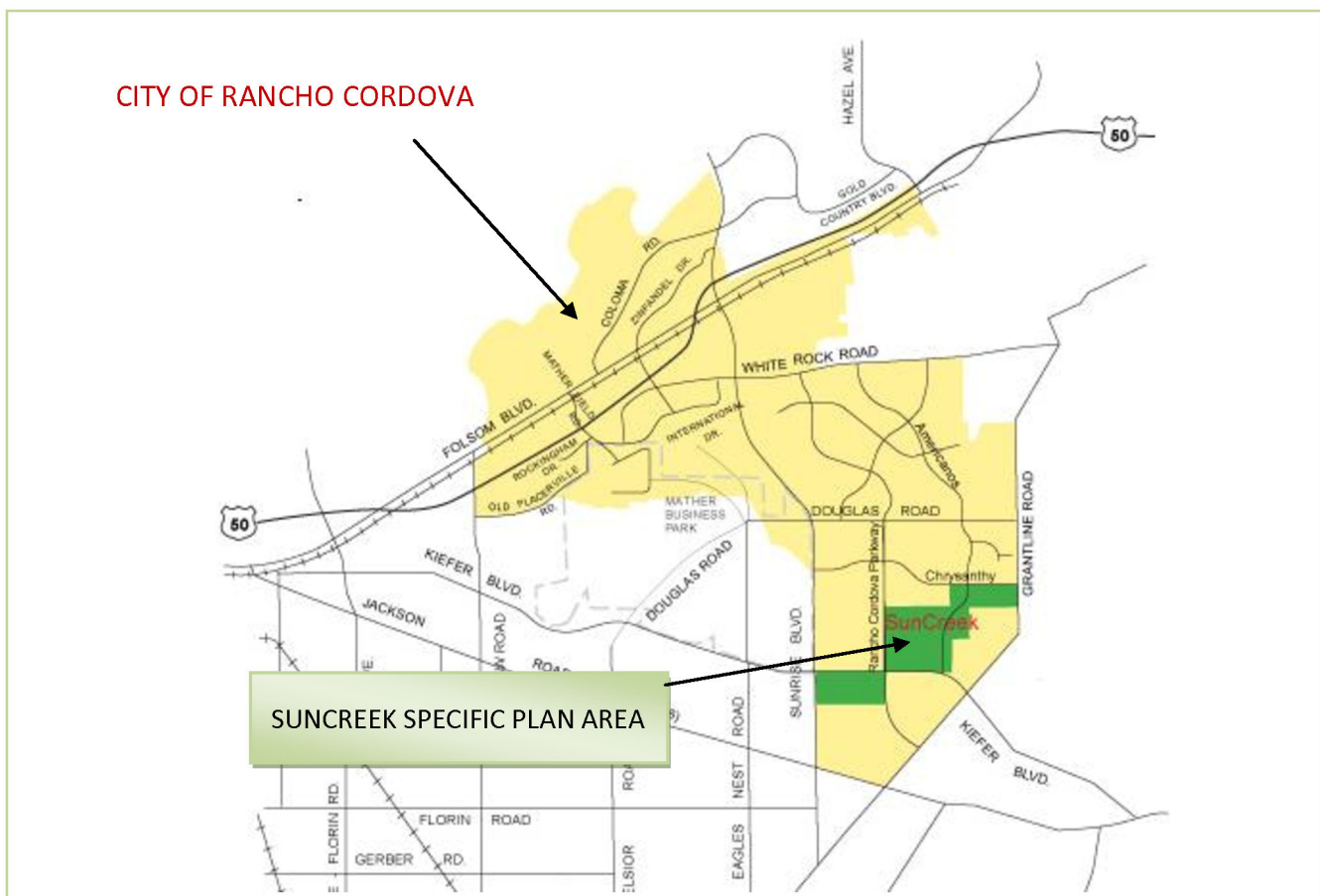
The project purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the city and house a work force to enhance the jobs housing balance in the city, the second largest employment center in the Sacramento region.

The SunCreek Specific Plan ("SCSP" or the Plan Area) is a mixed-use development that includes a network of interconnected, large open spaces linked by a pedestrian and bike trail system. A major open space corridor that runs through the project serves as the primary signature feature and provides a backbone structure for the neighborhoods, local bike/pedestrian network and the citywide trail system.

The key objectives of the SunCreek Specific Plan include the following:

- Implement the City of Rancho Cordova's General Plan, the Sacramento Area Council of Governments (SACOG) Blueprint and

Figure 1-1 Local Area Map



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Smart Growth Principles.

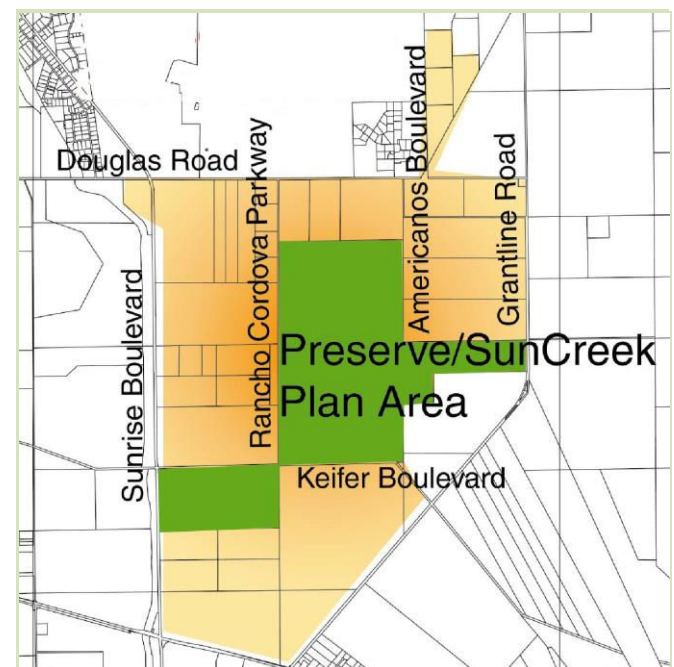
- Provide mixed density residential housing development.
- Provide a community serving retail and employment center along Grantline Road.
- Develop neighborhoods connected by a significant open space and recreational parkway.
- Provide neighborhood serving retail areas.
- Provide additional housing to balance the high employment concentrations in and around the City of Rancho Cordova.
- Provide a mix of housing types to diversify the City of Rancho Cordova's housing stock.
- Provide transportation facilities within the project area consistent with the City of Rancho Cordova's Circulation Plan.
- Provide an appropriate site for a high school and middle school that will serve the Sunrise Douglas Community Plan Area, and three neighborhood elementary schools.
- Provide an appropriate site for a community park that will serve the Sunrise Douglas Community Plan Area.
- Provide a key link in the citywide trail network that connects the Folsom South Canal bike and pedestrian trail to corridors along the Laguna Creek and Cosumnes River tributaries.
- Set aside wetland resources for the conservation of wetlands within the Community Plan area.
- Generate positive fiscal impacts for the City through development within the Plan Area.

1.2 RELATIONSHIP TO THE GENERAL PLAN

The Rancho Cordova General Plan establishes a definitive structure for organizing the community in districts, villages and neighborhoods and provides a conceptual land use plan for each of the undeveloped areas of the City. Detailed planning efforts, such as the SunCreek Specific Plan implement that vision. The SunCreek Specific Plan is consistent with the policies established in the General Plan as described in Chapter 2 Community Vision, Section 2.2 Organizing Principles.

The General Plan Map identifies the SunCreek Specific Plan within the SunCreek/Preserve Ranch (currently known as "The Ranch") Planning Area as shown in Figure 1-2.

Figure 1-2 SunCreek Identified in the City General Plan



INTRODUCTION AND PLAN OVERVIEW

1.3 ORGANIZATION AND USE OF THIS SPECIFIC PLAN

The SunCreek Specific Plan is organized in two distinct volumes that are bound together to provide the user with the overall intent as well as the specific development standards required to implement the project. Volume I provides the conceptual look and feel, vision, and context for the plan. It provides the description of the plan and the overall policies and guiding principles that set the stage for the more detailed standards in Volume II. Volume II establishes the unique Development Regulations by which to review future projects in concert with the City zoning code.

The chapters in Volume I include:

1. Introduction
2. Project Vision
3. Land Use
4. Circulation
5. Community Character
6. Natural Resources
7. Parks and Open Space
8. Infrastructure and Public Services
9. Implementation

Applicants should refer to Volume I for the intent and comprehensive vision of the plan.

Volume II: Development Regulations, provides the detailed standards and procedures for development of all land uses and common areas. The City will apply these procedures and standards in the entitlement process for all development in the plan.

1.3.1. Relationship to the Rancho Cordova Municipal Code

Volume II: Development Regulations incorporates by reference several chapters of the Rancho

Cordova Municipal Code (RCMC), Article 23, and Zoning. In general, Article 23, Zoning regulations and standards guide the development of the SunCreek Specific Plan, however, specific development standards that may differ from, or augment, the zoning ordinance are included in Volume II to fit the vision and conditions of the SunCreek Specific Plan.

Applicants are directed to apply the Municipal Code zoning requirements unless specifically modified in this Specific Plan.

1.4 AUTHORITY AND APPLICATION OF THE SUNCREEK SPECIFIC PLAN

The City of Rancho Cordova approves, and will administer, the Specific Plan and related documents consistent with the provisions of Article 8, Sections 65450 through 65457 of Title 7 Planning and Land Use Law, California Government Code. The City of Rancho Cordova Municipal Code and SCSP Chapter 9 Implementation establish the procedures for adoption and administration of this Specific Plan.

1.4.1. Other Required Documents

The following documents are required to accompany this Specific Plan:

- A certified Environmental Impact Report (EIR),
- An approved Financing Plan,
- An approved Affordable Housing Plan (AHP), and
- Each owner shall enter into a Development Agreement (DA) approved by the city prior to granting entitlements. The DA shall set forth specific rights and obligations for the city and the owner as a condition of the issuance of entitlements.

INTRODUCTION AND PLAN OVERVIEW

1.4.2. Consistency with the Specific Plan

Subsequent projects within the Plan Area including Tentative Parcel/Subdivision Maps, Conditional Use Permits, Minor Discretionary Permits and Minor Administrative Approvals shall be consistent with the City of Rancho Cordova General Plan, the City of Rancho Cordova Municipal Code and Chapter 9 Implementation, in this Specific Plan.

1.5 ENVIRONMENTAL REVIEW

The SunCreek Specific Plan Environmental Impact Statement and Environmental Impact Report (EIS/EIR) examines the potential environmental impacts of the proposed plan and identifies changes in the environment that would result from implementation of the plan. The EIS/EIR examines all elements of the project including planning, construction, and operation.

The EIS/EIR identifies mitigation measures as appropriate to reduce significant impacts, and incorporates a Mitigation Monitoring Plan. The Mitigation Monitoring Plan ensures implementation of the mitigation measures identified in the EIS/EIR.

All development projects pursuant to this Specific Plan shall comply with the California Environmental Quality Act (CEQA). If the City determines that a subsequent project is consistent with the Specific Plan and within the scope of the EIS/EIR, no further environmental review may be necessary. If it is determined that a development application is inconsistent with the Specific Plan and/or subsequent evidence exists that supports the occurrence of any of the events set forth in CEQA Guidelines Section 15183, the City shall make a determination as to the appropriate subsequent environmental document.

1.6 PROJECT SETTING AND CONTEXT**1.6.1. Project Site Conditions**

Sunrise Boulevard bounds the Plan Area on the west and Grantline Road bounds it on the east. The future extension of Chrysanthy Boulevard will form the north boundary of the eastern most portion of the plan, and Kiefer Boulevard runs east to west through the Plan Area.

The Plan Area is undeveloped land with relatively poor agricultural soils. Dry land farming and grazing on spring grasses was the historic use of the Plan Area.

Terrain and Primary Drainage Corridors

The upper reach of a tributary to Laguna Creek transects the Plan Area in a northeast to southwest direction.

The terrain is slightly rolling alluvial terraces. Elevation on the site ranges from 129 to 180 feet above sea level. The ground slopes generally to the west and the south, and several intermittent natural and manufactured channels drain the property. The greatest surface relief occurs in the major drainage way of the Laguna Creek tributary.

Vegetation

The Plan Area includes annual grasslands interspersed with seasonal wetlands along drainages typical of this portion of the City of Rancho Cordova. The dominant vegetation species include mostly non-native annual grasses. Native tree species are limited to a few willows and cottonwoods associated with created ponds and drainages. A small blue oak grove is located near the west edge of the Plan Area south of Kiefer Boulevard, just east of Sunrise Boulevard.

INTRODUCTION AND PLAN OVERVIEW



Typical view of existing site conditions in early winter.

Wetland Preservation Area

Wetland resources include seasonal swales, intermittent drainages, and vernal pools. The primary concentrations of seasonal wetland conditions are located along the major drainage corridor and will be set aside as permanent open space. Development within these open space preserves is prohibited. Chapter I.6, Natural Resources describes the regulations for the protection of resources. The location and size of the open space significantly constrains the local circulation routes and the shape of neighborhoods.

Major Public Facilities

A major electric utility transmission facility traverses a small portion of the Plan Area diagonally from the southwest to northeast beginning near the corner of Sunrise Boulevard and Kiefer Boulevard. The power line corridor also transects a portion of the Plan Area near Rancho Cordova Parkway approximately one mile north of Kiefer Boulevard. The facility is a visual factor, but does not affect planned land use.

The most significant public facility that influences the land use is the planned high school and middle school and the community park complex. These facilities are located near the center of the Plan Area approximately mid-way between Rancho Cordova Parkway and Americanos Boulevard. The

combination of land uses creates a large block that requires major circulation access, but prohibits through streets that would provide multiple routes in the core of the Plan Area.

Adjacent Uses

Single-family residential neighborhoods are the primary land uses existing and planned in adjacent project areas along the north, west, and south edges of the Plan Area with commercial development planned along the east side of the project.

These include the proposed "The Ranch " project located between Rancho Cordova Parkway and Americanos Boulevard; Anatolia III to the west of Rancho Cordova Parkway and SunRidge Specific Plan to the north.

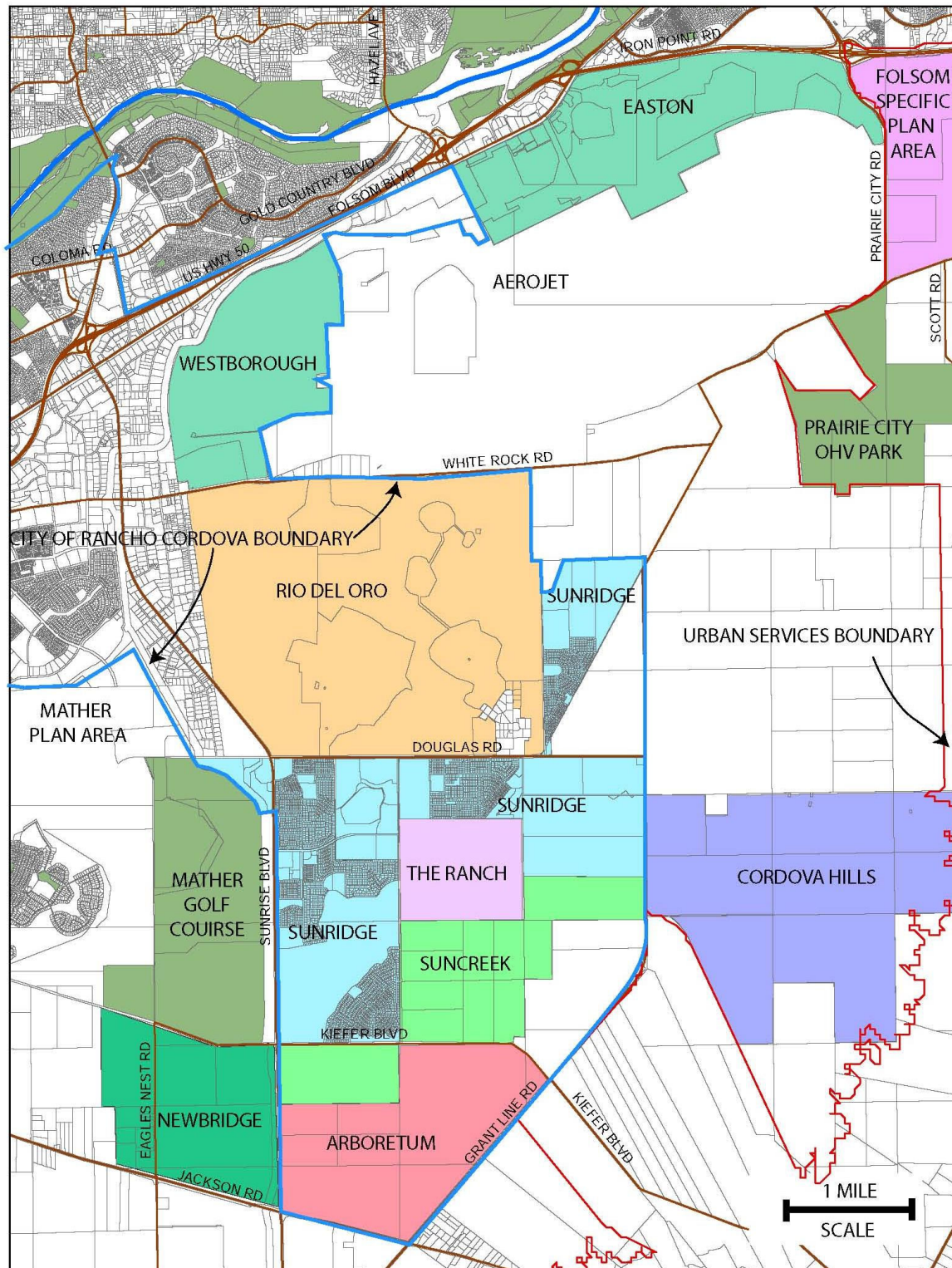
The Arboretum Specific Plan Area abuts the south edge of the Plan Area. Road connections to the future growth area include the extension of Rancho Cordova Parkway and Americanos Boulevard and local streets on the west side of Rancho Cordova Parkway.

The approved Cordova Hills Plan, including the site for a University/College Campus Center, is located in the unincorporated area to the east of Grantline Road.

These development projects include a mix of housing types, schools, parks and commercial uses. The existing and planned streets in these plans establish the locations where the SunCreek circulation plan will connect to the surrounding community.

A permanent wetland preserve is located in the Anatolia plan area. This wetland open space abuts the Plan Area along Kiefer Boulevard to Rancho Cordova Parkway.

The Sacramento County Regional Landfill is located to southeast of the Plan Area. An undeveloped buffer area on the north side of Grantline Road acquired by Sacramento County separates the Plan Area from the landfill site.

Figure 1-3 Planned Uses Adjacent to Project Site

I.2. COMMUNITY VISION

2.1 PURPOSE

The community vision describes the key features of the SCSP that establish the theme and tone for the built community. The vision does not establish specific standards for development, but in describing the key features, the vision conveys the intent of the detailed standards that follow. This chapter provides two primary sub-sections. First, the chapter describes the source of inspiration for the essential principles of this plan. Second, the chapter lays out the features that will distinguish this community.

2.2 ORGANIZING PRINCIPLES

The SunCreek Land Use Plan applies three conceptual frameworks for organizing land use and establishing a vision for the built community. These include:

- the General Plan Smart Growth Principles,
- the General Plan "Building Blocks" Concept, and
- the form based concept plan developed in the SunCreek charrette described in this chapter.

The SunCreek Land Use plan integrates the essential concepts of these three conceptual frameworks, but allows flexible design responses to local site constraints such as the major resource preservation areas, the major streets, and adjacent land uses.

2.2.1. Smart Growth Guiding Principles

The seven Smart Growth principles established in the Rancho Cordova General Plan guide the SCSP.

- Protection/Integration of Natural Resources with Urban Land Uses
- Transportation Choices
- Housing Choices
- Integrated (Mixed) Land Uses
- Compact Urban Development
- Walkable Neighborhoods
- Quality Design/Sense of Place

These guiding principles guide the key features in the plan.

2.2.2. General Plan "Building Blocks" Concept

The SCSP applies the General Plan fundamental concept of "building blocks" that define the physical form of Rancho Cordova. The building blocks are "neighborhoods", "villages" and "districts".

The different land uses, scale, and intensity of development characterize each building block component. The building blocks aggregate to form larger components of the city.

Neighborhoods aggregate to form villages, and villages aggregate to form districts. Districts aggregate to form the city.

The SunCreek Plan Area will develop components of this community organizing system.

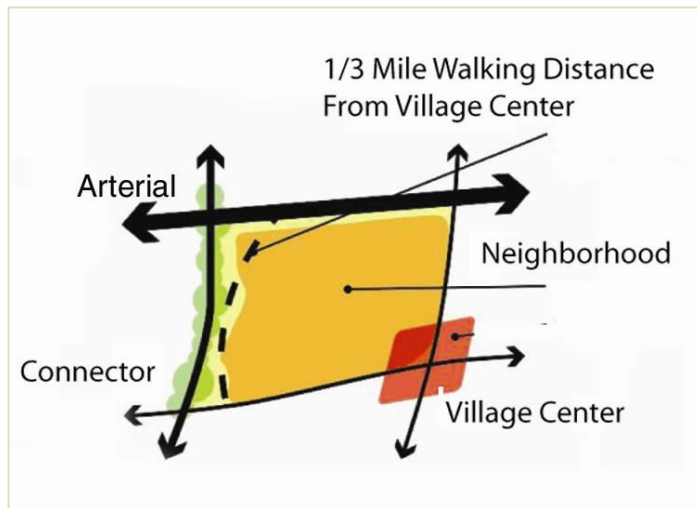
Neighborhoods

Neighborhoods conceptually illustrated in Figure 2-3 are predominantly residential comprised primarily of single-family homes (attached and detached), but may also include smaller multi-family units. The following key features of a neighborhood found in the Specific Plan are

COMMUNITY VISION

consistent with the General Plan neighborhood concept.

Figure 2-1 Schematic Diagram of Neighborhood and Village Form



- Neighborhoods include a range of housing types along pedestrian-friendly streets designed for slower speeds. While the average density is approximately six units per acre, diversity in housing choices is critical to the success of neighborhoods (e.g., range of lot and home sizes, diversity in housing products/costs).
- Each neighborhood includes a neighborhood center that is a place for neighbors to gather (e.g., school, park, community center, coffee shop).
- Neighborhoods are compact and walkable in design, scaled at approximately 1/4 to 1/3 mile in radius, and an average size of about 200 acres. The residential population of the neighborhood building block is approximately 4,000 people. The small scale of neighborhoods allows residents to walk almost anywhere in the neighborhood in about 10 to 15 minutes.

- Modified grid/curvilinear street system with short blocks for ease of mobility are the framework for the neighborhood. Major streets do not bisect neighborhoods. However, neighborhood streets do establish a hierarchy through design that helps residents and visitors understand where they are in any given neighborhood.

Villages

A "Village" is a cluster of three to four neighborhoods, which generally encompasses about 750 acres in size. The Plan Area includes sufficient population to be a village, but the village form in this part of the city will incorporate the neighborhoods in the SCSP as well as neighborhoods in adjacent plan areas.

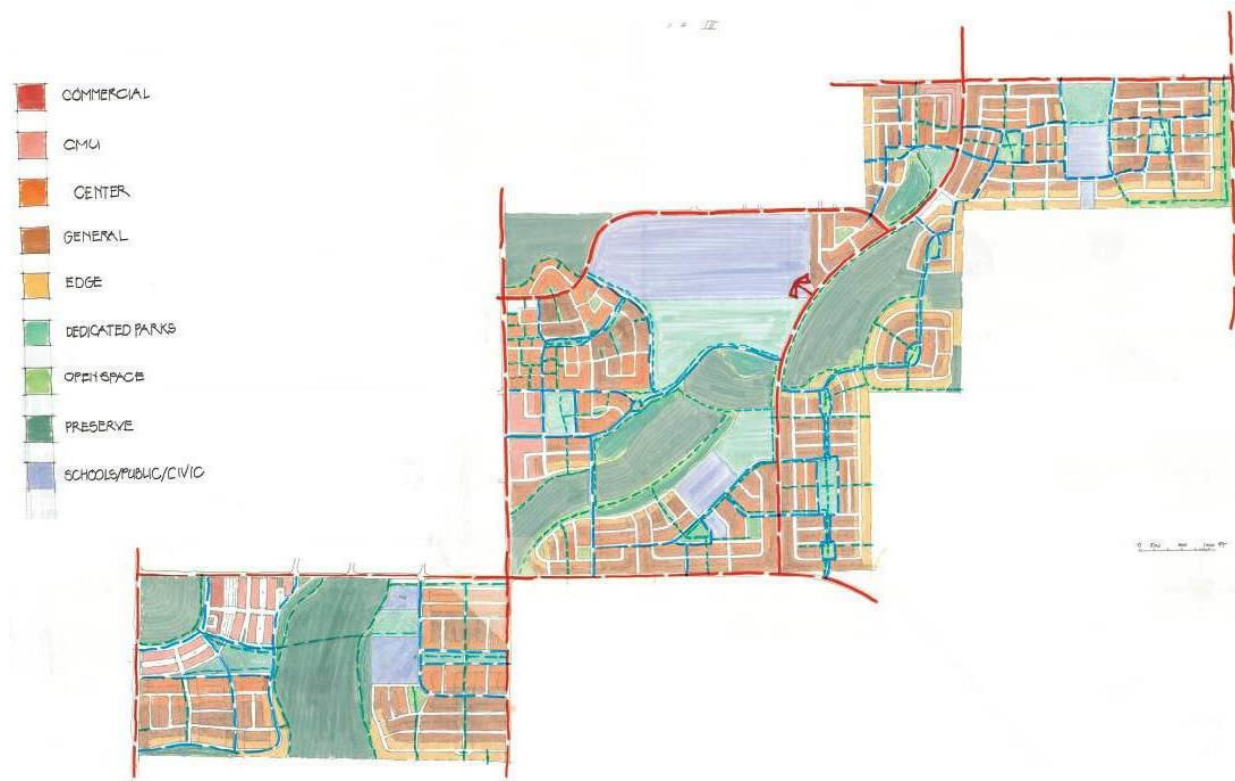
Districts

Districts can function as small, self-sufficient communities that may have unique characteristics, attributes, and Citywide or regional uses. Three or four villages comprise a district. The Plan Area is part of a district that encompasses all of the Sunrise-Douglas Community (refer to Figure 1-2).

2.2.3. The Charette Plan Vision

The "Charette", a planning exercise conducted by the City in March 2005, applied design principles that guide the SunCreek Land Use Plan. The purpose was to define a conceptual "form based" land plan that would meet or exceed the City's *Vision and Guiding Principles*. Figure 2-2 was the regulating plan produced in the charette process.

A primary center of activity is the focus of the urban uses. In a small area, such as a neighborhood, the center is a neighborhood school or park. In a larger area, the center could be a major mixed-use commercial and residential complex.

Figure 2-2 Land Plan Concept Produced by the SunCreek Charette (March 2005)

2.3 COMMUNITY VISION PRINCIPLES

The following principles embody the vision for the SunCreek community. These principles are an aggregation of fundamental, time-tested planning principles, the policies in the Rancho Cordova General Plan and the three sources of organizing principles cited in this chapter.

2.3.1. Compact Urban Development

The SunCreek Specific Plan emphasizes the livability of neighborhoods. Design for pedestrian friendly streets, ease of pedestrian access to the schools, parks, and commercial mixed-use centers and the form of compact neighborhoods express this emphasis.

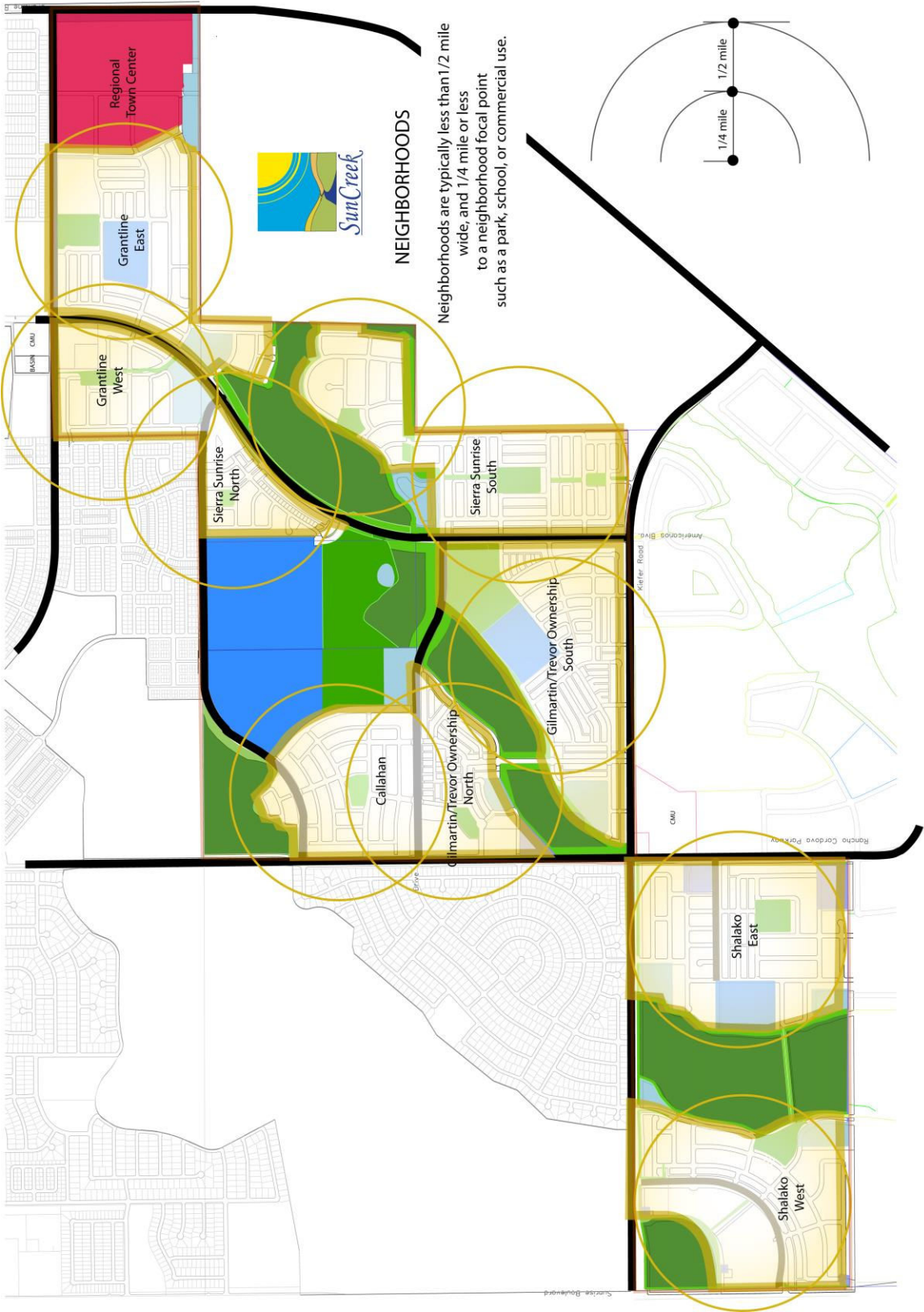
In keeping with the General Plan building block concepts and the General Plan Land Use Smart Growth Principles,) the SunCreek residential

neighborhoods are pedestrian friendly with a well-defined core of public and commercial uses. A network of pedestrian corridors that extend outward from the commercial center, and connect with the neighborhood parks serves each neighborhood.

Figure 2-3 Neighborhoods illustrates the neighborhoods in the Plan Area. The neighborhoods exhibit the following general characteristics unless constrained by the major street system or other significant design factor.

The permanent open space and major streets naturally define small, compact neighborhoods and sub-areas. Each of the neighborhoods is approximately 1/2 mile wide as illustrated in Figure 2-3. This supports the objective of locating central uses, such as parks, schools and commercial areas within a short walk of most residences as illustrated in Figures 2-4, 2-5 and 2-6.

Figure 2-3 SunCreek Neighborhoods



NEIGHBORHOODS

Neighborhoods are typically less than 1/2 mile wide, and 1/4 mile or less to a neighborhood focal point such as a park, school, or commercial use.

Figure 2-4 Access to Parks and Open Space

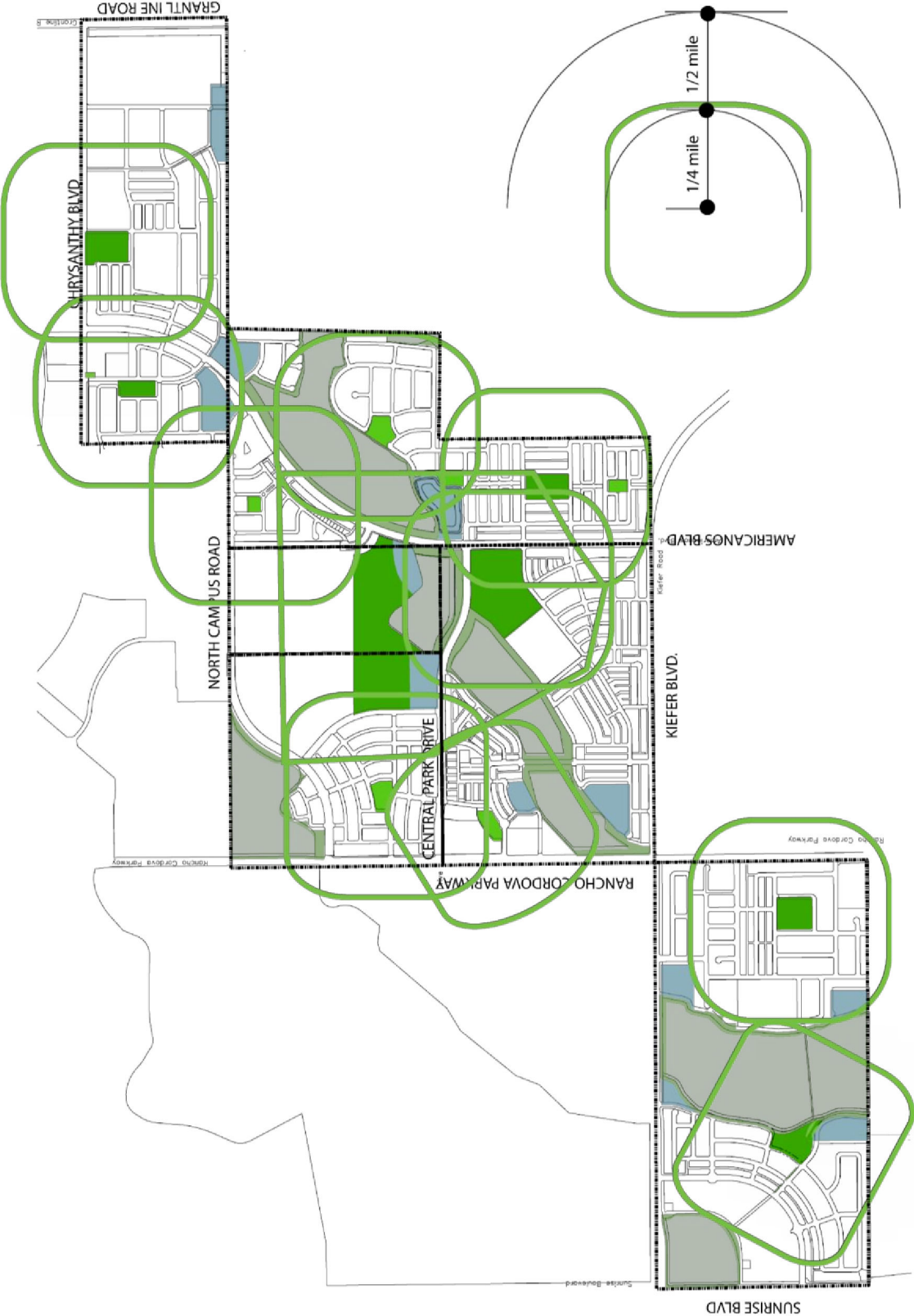


Figure 2-5 Access to Schools

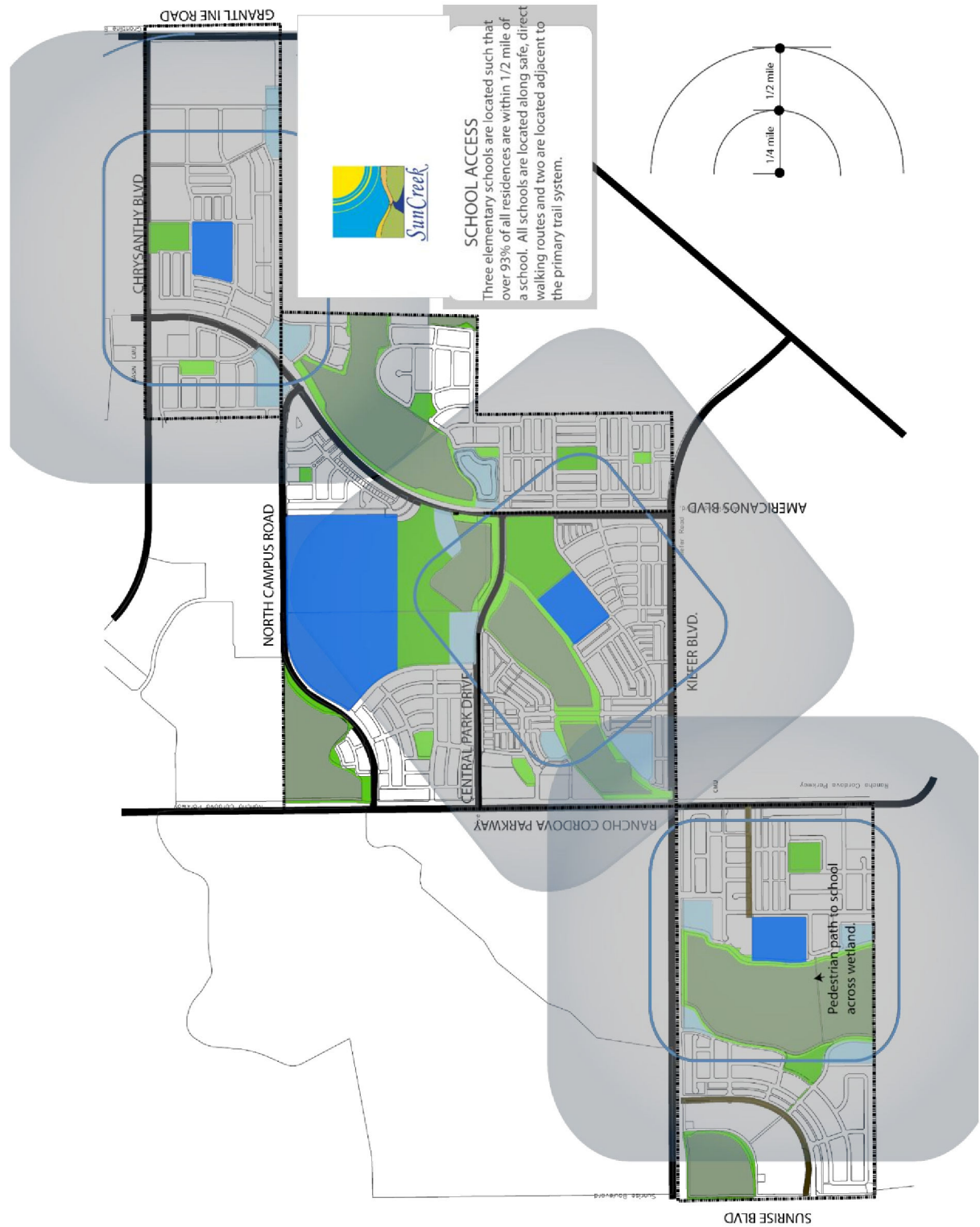
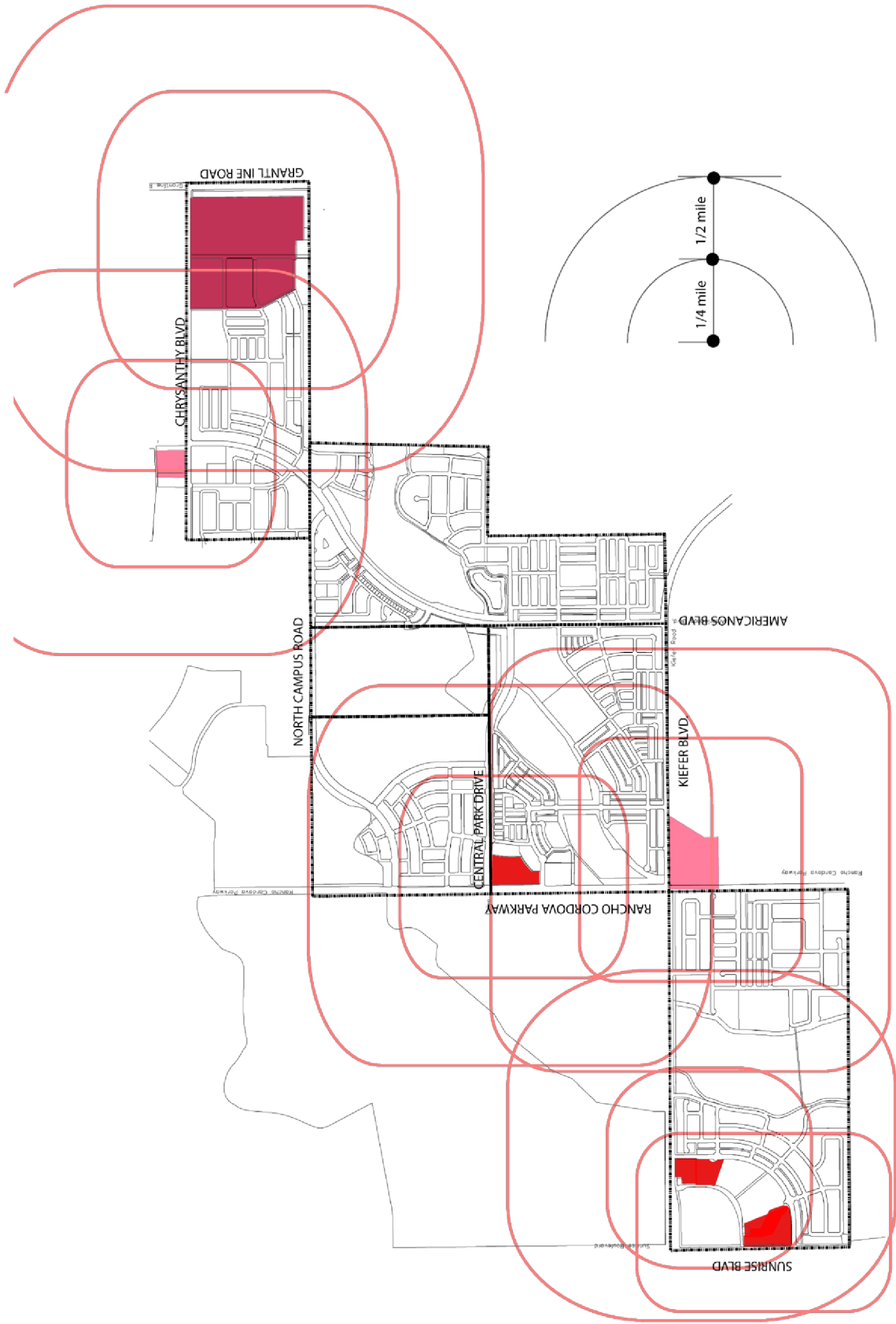


Figure 2-6 Access to Commercial and Service Centers



COMMUNITY VISION

Open space or natural features, or landscaped corridors along a major street define the edges of each neighborhood.

Each neighborhood includes an elementary school, neighborhood park, and/or a mixed-use commercial area as a distinct neighborhood center within a reasonable walking distance of the homes, approximately one-half mile.

Residences are oriented with “eyes on” the neighborhood parks and open space corridors. The neighborhood parks have frontage on at least two single-loaded streets to provide for visibility and ready access.

Major streets are designed to minimize any need for sound walls.

2.3.2. Protection/Integration of Natural Resources with Urban Land Uses

Very large central open spaces that encompass substantial wetland preserves, water quality features, trails, parks and schools are the core of the SCSP. The SunCreek preserve implements species conservation by protecting vernal pool complexes, other wetlands, and the riparian habitats along the Laguna Creek tributary.

This open space core is the hub and dominant feature of the community. It helps define and separate individual neighborhoods while connecting them physically and visually through the multi-purpose trail system with unobstructed views. A major bicycle/pedestrian pathway, designated as the “SunCreek Parkway” will follow the main route of this large, central open space. The open space is near many neighborhood streets and major roads, which gives the entire plan an extraordinarily open feel despite its compact walkable neighborhoods.

The extensive trail system extends throughout the Plan Area and into adjacent neighborhoods. It provides views to the natural resource preserve. Compatible land uses, such as parks, trails,

detention basins, and infrastructure are located next to the preserve area.



Typical open space view in SunCreek Plan Area

2.3.3. Natural Drainages

The natural drainage ways that will remain in permanent open space are notable in the existing landform. These natural drainages will be accessible to the public along the edges that are outside of the wetland preserve areas. The extensive open space will be a visual landmark for the entire Plan Area. Moreover, open space edges landscaped with natural vegetation species will provide an attractive visual delineation to the open space and the surrounding neighborhoods.

2.3.4. Transportation Choices

The SCSP will accommodate various transit services including buses, trolleys, and shuttles. Land use and transportation planning are coordinated. A network of off-street trails will connect residential, commercial, office, community/civic and open space areas of the City.

2.3.5. Walkable Neighborhoods

The Rancho Cordova General Plan envisions a bicycle-friendly community, where cycling is a viable mode of transportation. To facilitate this goal, the SCSP provides a safe and convenient network of bike paths and lanes that connect residential, commercial, transit stops, and recreational destinations.

COMMUNITY VISION

The SunCreek Plan promotes walkable neighborhoods where residents can easily walk from their homes to schools, parks, jobs, and shopping areas. Streets are pedestrian-friendly spaces with living spaces facing the street. Pedestrian crossings at key locations with landscape enhancements encourage slower speeds on neighborhood streets.



Example of a pedestrian walkway along collector and arterial streets.

The network includes a wide range of bike and pedestrian paths ranging from sidewalks adjacent to all classes of streets, small pedestrian ways (paseos) within neighborhoods, informal bike paths along the edge of open space areas, and the SunCreek Parkway. A major recreation trail extends over three miles through the heart of the Plan Area and connects to the citywide trail network at each end.

Neighborhoods facilitate pedestrian and bicycle use by providing reasonably direct routes to homes, shopping, schools, parks and jobs. The routing of the collector streets in each neighborhood provides an inter-connected route that residents can use for recreational walks or biking.

The SunCreek Parkway is the major pedestrian corridor that links off street trails and enhanced

street sidewalks that connect neighborhoods to parks, open space, and natural resource areas.



Example of a pedestrian trail adjacent to wetland preserve area.

2.3.6. Housing Choices

The SCSP provides a range of housing choices that will meet the needs of a variety of households and income levels. This includes a variety of housing types ranging from high-density apartments and mixed use residential to executive homes.

This diversity of housing contributes to a balance of jobs and housing in the City of Rancho Cordova and in the Highway 50 corridor.

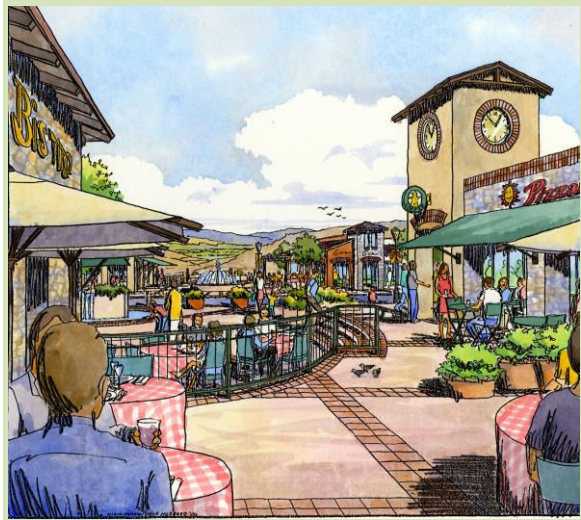


Example of townhouse style housing planned along major streets.

COMMUNITY VISION

2.3.7. Integrated (Mixed) Land Uses

The SCCSP provides mixed use centers strategically located to implement the City's "building block" concept of neighborhoods served by centers in walking distance of residents. This provides horizontal integration of compatible uses. Local shopping and services will be conveniently located to provide for the daily needs of the neighborhood residents.



Example of public space in Village Centers.

2.3.8. Quality Design/Sense of Place

The Plan Area is large enough to be a distinct district on its own, and includes distinctive natural features.

The major drainage way is a connecting, unifying element and the terrain provides sites for prominent landmark structures. Moreover, the plan can "borrow" visual character from the surrounding permanent open space, as well as the open space within the Plan Area.

The SCSP will have a strong sense of community identity notable for the quality of the public places, parks, schools and commercial areas.

The neighborhood mixed use centers will include high quality public spaces that will contribute to the sense of place.



Example of streetscape monumentation.

The SunCreek Development Regulations in Volume II establish standards for streetscape, buildings, parks and public facilities that will contribute to the character of the community.



Example of neighborhood commercial use public space.

2.3.9. Distant Vistas

The distant vistas toward the Sierra Nevada Crystal Range to the east and Mount Diablo, and the Coast Range are a natural amenity for the Plan Area. Open corridors along the major east-west boulevards and along the Laguna Creek corridor will retain views to these features. Attention to

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these distant views in the site design for all uses adjacent to the major east-west boulevards and the major corridor will add a notable design character to the plan.

2.3.10. Landmark Opportunities

The rolling terrain affords views within the Plan Area. Most notable are the high school/middle school campus, elementary school, neighborhood park, wetland preserve and the community park, which create a combined site of over 130 acres as a visual focal point of the plan. Not only is this a large, visually prominent area, it connects directly to the linear open space afforded by the wetland Preserve Area and the adjacent areas.

Central Park Drive connects the school/park complex to the Village Center site. The park/school site and the VC site serve as two activity centers or "nodes" linked by a pedestrian promenade/street. Central Park Drive therefore becomes one of the major pedestrian activity corridors in the plan.

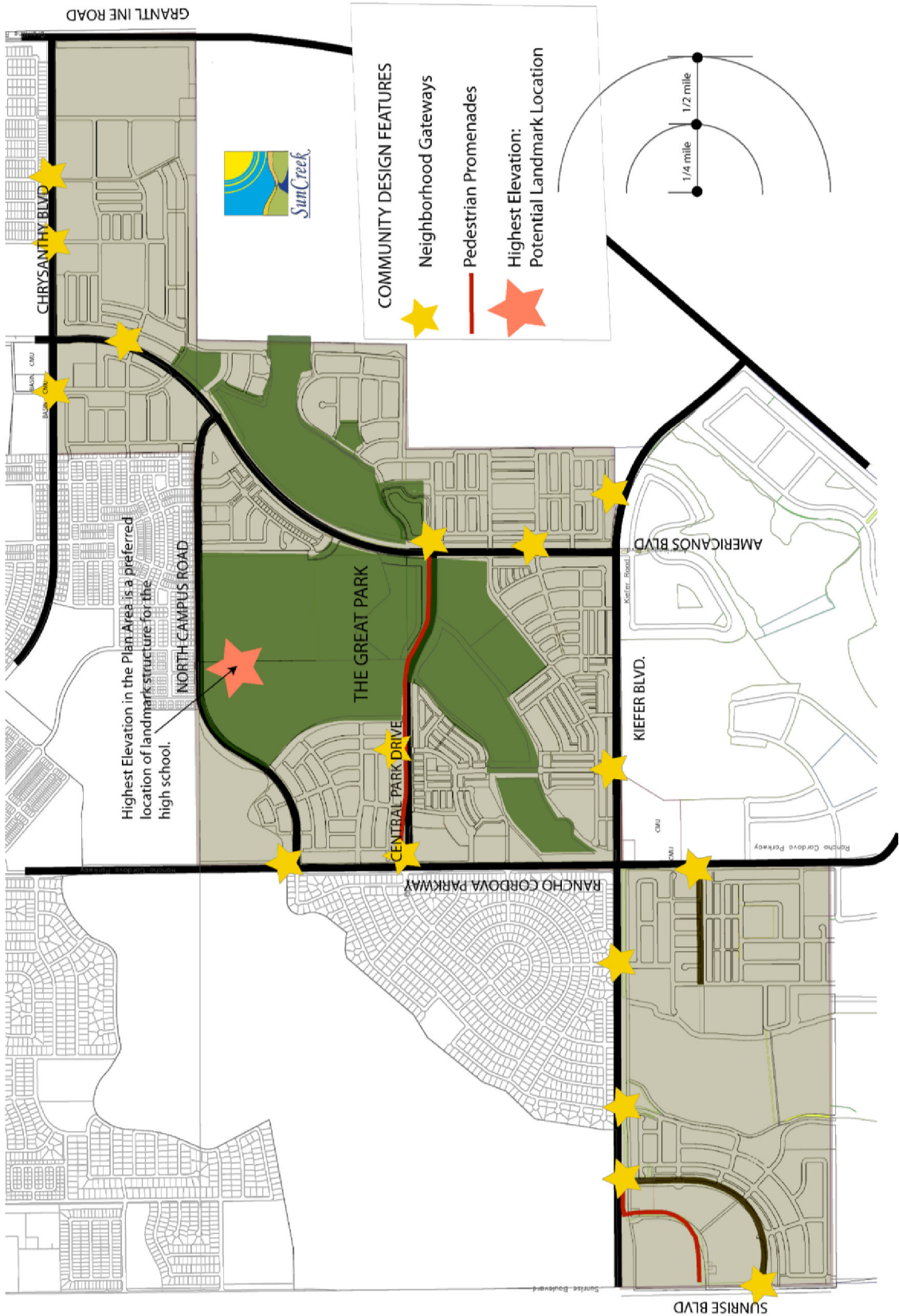
The school provides an opportunity to include a bell or clock tower or other dominant structure that can be located at the highest point in the project area. The open space to the north and the large community park to the south create a setting for an open vista in which a tall building element will stand out from the surrounding development.



Concept illustration of a clock tower at the high school.

Additional pedestrian activity corridors connect to each of the Village Center sites. Each site includes within their boundary or along the adjacent street a major pedestrian corridor that extends into the adjacent residential areas.

Figure 2-7 Landmark and Gateway Opportunities



I.3. LAND USE

3.1 PURPOSE

The Land Use Chapter describes the organization, location and type of land uses in the SunCreek Plan Area. This Chapter establishes the land use categories and the general range of uses planned for each use.

Volume II: Development Regulations establishes the detailed development standards for the land use categories in this chapter.

3.1.1. Land Use Objectives

The land use objectives addressed in this Chapter respond to issues identified in the General Plan. These include:

- Provide a diverse supply of housing types and densities to help house the City's workforce.
- Integrate residential and supporting land uses in a compact urban environment to improve livability and to reduce urban sprawl.
- Establish more livable and sustainable neighborhoods where residents can walk to commercial services and recreational amenities.
- Create convenient, economically viable retail shopping and commercial service opportunities so that residents are able to meet their shopping needs locally.
- Create community shopping and office employment opportunities.
- Preserve natural resources and integrate open space into urban development.

3.2 LAND USE REGULATION

The SunCreek Plan includes a mix of diverse housing opportunities, schools, parks, open space, and employment and commercial uses. The zone districts established in the Rancho Cordova Municipal Code (RCMC), Title 23-Zoning Code regulate land use in this Specific Plan. However, the plan vision described in Chapter 2 includes a broader classification of land use and design features not addressed in the Zoning Code. Therefore, the Specific Plan identifies land use classifications that correspond to General Plan Land Use Designations.

The Specific Plan and General Plan Land Use Designations in turn correspond to specific land use designations defined in RCMC Title 23. For example, the General Plan Land Use Designation "LDR" corresponds to the Specific Plan Land Use category "LDR" which corresponds to the RCMC zoning designations "RD-3, RD-4, RD-5 or RD-6". At the time of tentative map submittals, the tentative maps shall indicate the applicable standards. This allows flexibility in the subdivision design, but controlled by the appropriate zone standards and the number of dwelling units assigned to each land area. Table 3-1 provides the corresponding General Plan, Specific Plan, and zoning designations.

In addition, Volume II of the SCSP provides supplemental development standards that address the customized form and character of development in SunCreek. Specifically the supplemental development regulations address:

- the extensive urban/open space edges;
- the aggregation of higher intensity uses that form the core of neighborhoods and villages;

Table 3-1 Land Use Designations

General Plan Land Use Designation	Specific Plan Land Use Category		Corresponding Rancho Cordova Municipal Code Zoning Designations
Public/Quasi Public	Public/Quasi Public	(P/QP)	Community Services (CS)
Parks and Open Space, Natural Resources	Parks and Open Space	(POS)	Parks and Open Space (POS)
Parks and Open Space, Natural Resources	Natural Resources	(NR)	Parks and Open Space (POS)
Low Density Residential	Low Density Residential (2.1 to 6 du/acre)	(LDR)	RD-3, RD-4, RD-5, RD-6
Medium Density Residential	Medium Density Residential 6.1 to 12 du/acre)	(MDR)	RD-7, RD-10
Medium Density Residential	Compact Medium Density Residential 12.1 to 18 du/acre)	(CMDR)	RD-15, RD-20
High Density Residential	High Density Residential (18.1 to 40 du/acre)	(HDR)	High Density Residential (HDR)
Village Center	Village Center	(VC)	Village Center (VC)
Regional Town Center	Regional Town Center	(RTC)	Regional Town Center (RTC)
Source: Derived from RCMC, Title 23-Zoning Code Table 23.301-1: Zoning Districts			

- the creation of special public activity spaces and landmarks;
- the special character of streets in relation to building location and character; and
- walkability of the plan.

3.2.1. Relationship to the City Zoning Ordinance

The Rancho Cordova Municipal Code (RCMC) Article 23-Zoning Code, as amended from time to time, and incorporated herein by reference, shall regulate development in the Plan Area. Where the Article 23 zone district is silent, or specific design objectives identified in this Specific Plan require supplemental development standards, the regulations set forth in Volume II: Development Regulations shall apply.

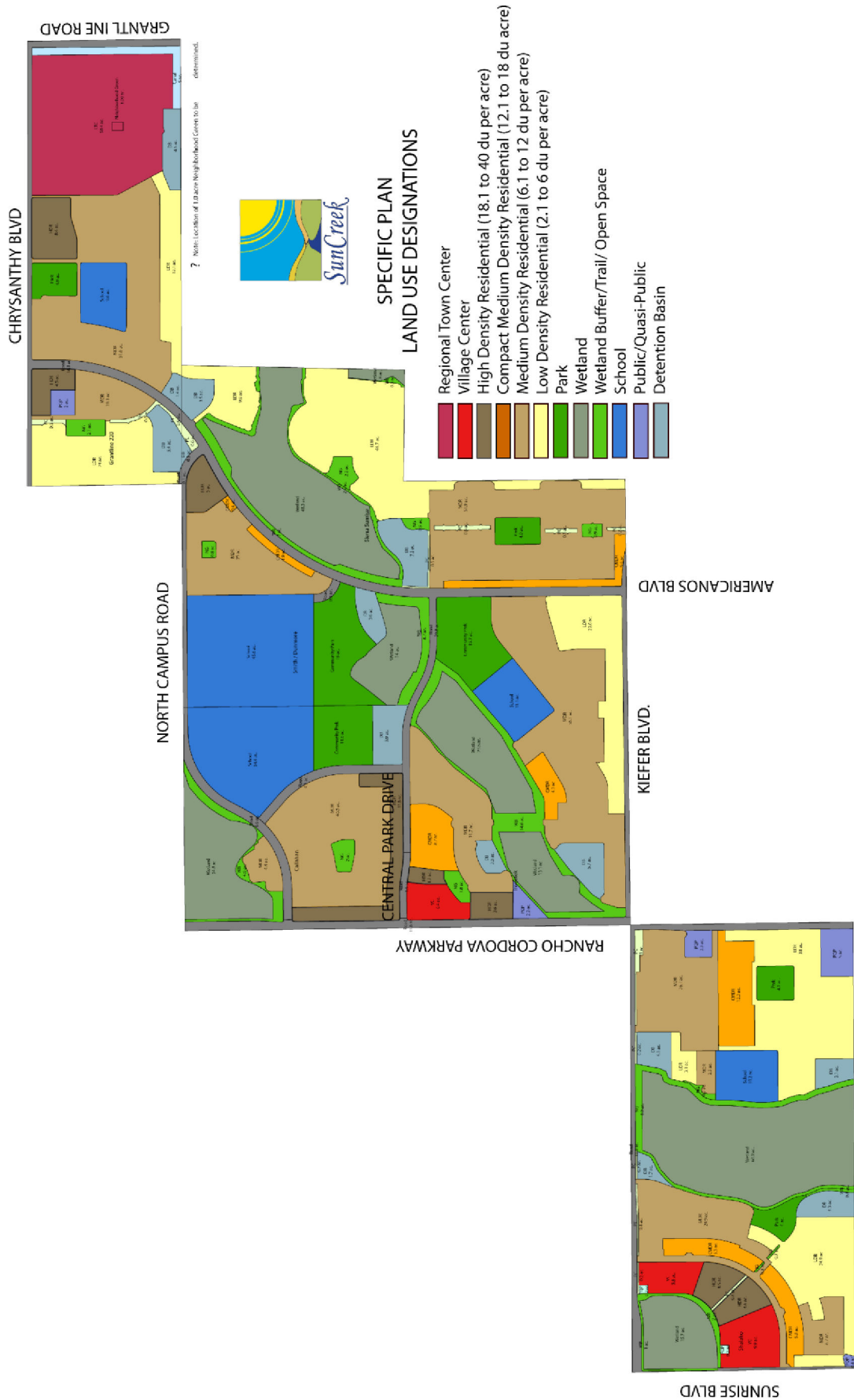
3.2.2. General Plan and Zoning Consistency

State planning law requires zoning districts to be consistent with the General Plan. Each General Plan land use category must have one or more corresponding zone districts. While the General Plan may be somewhat broad in its discussion of permitted land uses and development intensities, zoning provisions must identify specific regulations for use and development.

As discussed in Chapter 1 the Rancho Cordova General Plan identifies the SunCreek Specific Plan (SCSP) as part of the “SunCreek/Preserve Planning Area”.

The Specific Plan Land Use Designations shown in Figure 3-1 correspond to the Rancho Cordova General Plan Land Use designations with one exception identified in this plan as “Compact Medium Density Residential “(CMDR).

Figure 3-1, Specific Plan Land Use Designations



The General Plan category “Medium Density Residential” spans a density range of 6.1 to 18 dwelling units per acre. In the SCSP, this would encompass the majority of dwelling units. The Specific Plan therefore identifies a sub-category of “Compact Medium Density Residential” to establish meaningful categories among the dwelling unit types and styles included in this plan.

Dwelling unit types in the density range of 12.1 to 18 dwelling units per acre are designated “Compact Medium Density Residential”. Residential development in this designation will contribute to fulfilling the housing needs attributed to the City’s adopted Housing Element.

Figure 3-2, Specific Plan Illustrative Plan shows the land use and street pattern envisioned in the SCSP. Tentative Subdivision Maps submitted pursuant to the SCSP are expected to conform to the general form expressed in this map.

3.2.3. Permitted Land Uses

The permitted uses for all land use designations in the SCSP shall be regulated by RCMC Title 23 Zoning Code as established in Table 23.310-1: Allowed Uses and Permit Requirements for Residential Zoning Districts; Table 23.313-1: Allowed Use and Permit Requirements for Mixed Use Districts; and Table 23.319-1: Allowed Use and Permit Requirements for Public/Quasi-Public Zoning Districts. Applicants for all development proposals shall comply with these permitted land use tables with the exception that the Village Center (VC) zone designation shall not confer any residential development rights. However, development within the Centers Districts described in Section 3.3 may take a mixed-use form that blends the commercial development potential of land-designated Village Center with the residential development potential of adjacent residential lands located within a Centers District.

Table 3-2, Permitted Uses is not the regulatory authority for land use in the plan area, but provides a brief summation of land use activities and types envisioned within the land use

designations applied in the SCSP. Note that the Specific Plan designations of LDR and CMDR apply in this table. Table 3-1 Land Use Designations identifies the corresponding zoning designation and development standards that apply in these areas.

Residential development in the High Density Residential (HDR) designation will contribute to fulfilling the Regional Housing Needs Allocation (RHNA) calculation for the city.

Figure 3-2, Specific Plan Illustrative Plan

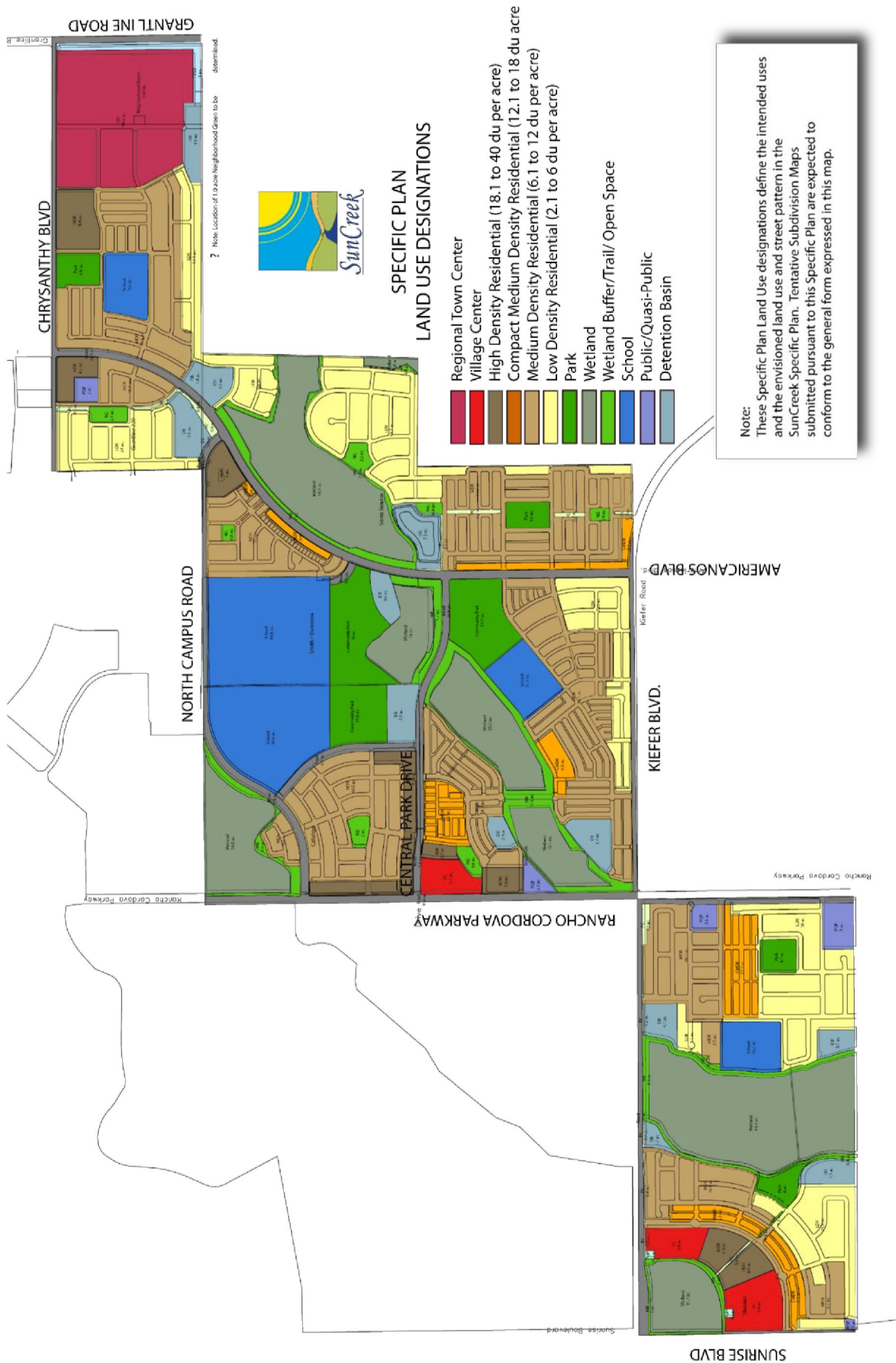


Table 3-2 Summary of Permitted Uses in the SunCreek Specific Plan

Specific Plan Land Use Designation		Summary of Permitted Uses
(P/QP)	Public/Quasi Public	Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(POS)	Parks and Open Space	Parks, Paseos, Open Space, Resource Preservation, Detention Basins
(NR)	Natural Resources	Resource Preservation, Detention Basins
(LDR)	Low Density Residential (2.1 to 6 du/acre)	Single Family Dwellings, Duplex and Halfplex Dwellings, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins,
(MDR)	Medium Density Residential 6.1 to 12 du/acre)	Small Lot Single Family Dwellings, Patio Homes, Paseo Homes, Duplexes, Halfplexes, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(CMDR)	Compact Medium Density Residential 12.1 to 18 du/acre)	Town homes, Garden Apartments, Small Lot Single Family Dwellings, Patio Homes, Paseo Homes, Duplexes, Halfplexes, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(HDR)	High Density Residential (18.1 to 40 du/acre)	Town homes, Apartments, Live/Work Dwellings, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations, Detention Basins
(VC)	Village Center	Retail and Service Commercial, Offices, Children and Senior Day Care Centers, Recreation Centers, Churches, Schools, Parks, Private Schools, Public Utilities, Libraries, Fire Stations
(RTC)	Regional Town Center	Retail and Service Commercial, Offices

3.3 SUNCREEK SP FORM BASED CODE

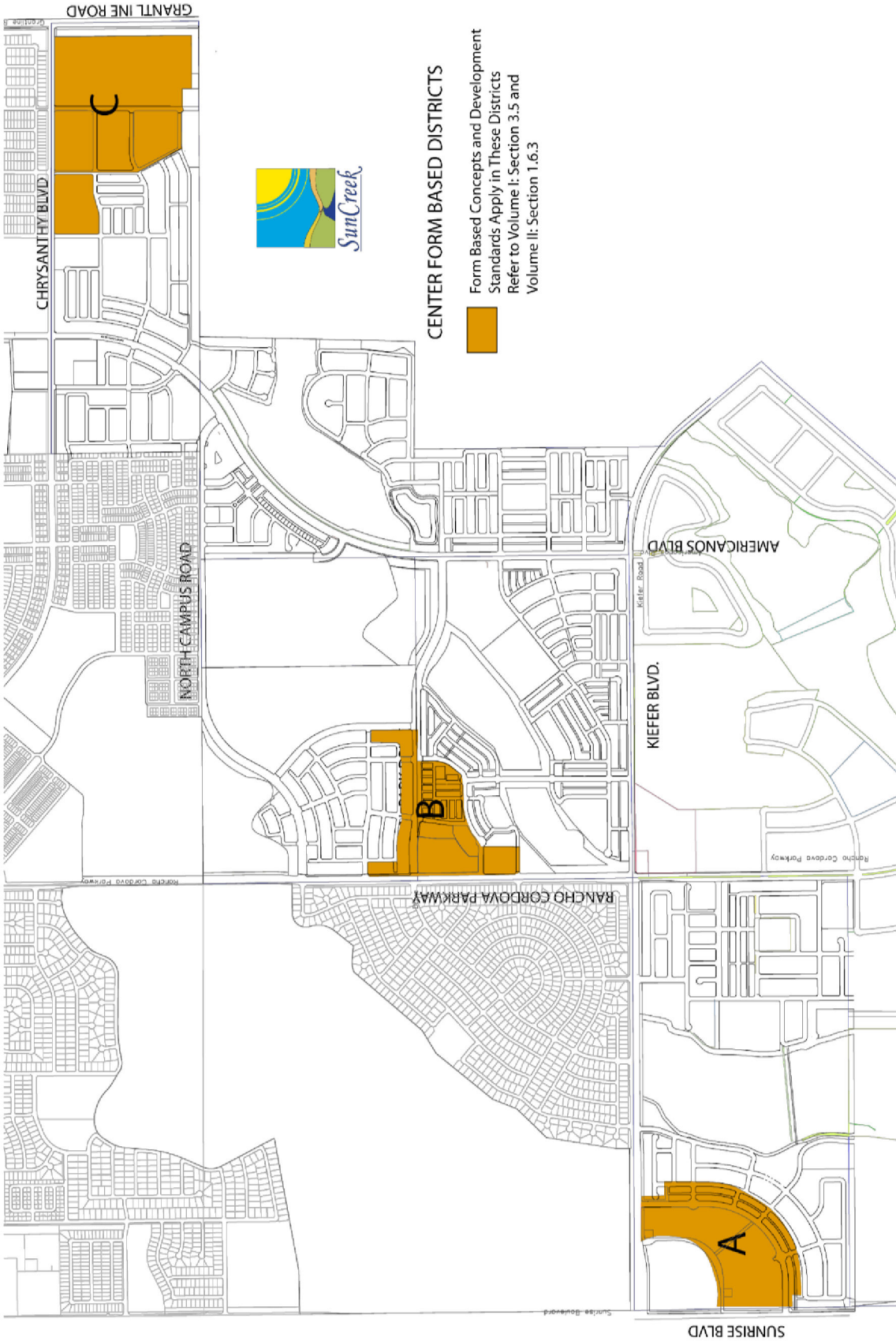
The SCSP includes three sub-areas (“districts”) that shall be regulated under the Rancho Cordova Municipal Code (RCMC) Title 23 Article 5, Form-Based Zoning Provisions. Figure 3-3 Center Form Based Districts identifies the three districts where this regulation applies. The districts include the Village Center (VC) and Regional Town Center (RTC) designations as well as any contiguous High Density Residential

(HDR) and Compact Medium Density Residential (CMDR) uses as shown in Figure 3-1, Specific Plan Land Use Designation.

3.3.1. Center Form Based Districts

“Form Based ” is a regulatory approach that enables development of a plan to include a mix of land uses under specific standards that directly define the form and character of development for a given location and set of conditions. The Center

Figure 3-3 Center Form Based Districts



Form Based Districts use the conventional zoning standards established for the RTC, VC, HDR, and MDR zone designations; but organize the application of these standards according to a vision of aggregated development patterns rather than individual land use categories. A form-based district goes beyond conventional zoning development standards by describing the physical outcome of the development in terms of street character, building relation to the street, and pedestrian friendliness and other factors.

“The form-based provisions are intended to facilitate the development of mixed-use projects and discourage isolated single-use projects that are not integrated with surrounding neighborhoods.” (RCMC, Article 5)

RCMC Table 23.310-1, Table 23.313-1, and Table 23.319-1 regulate the permitted land use in the Center Districts, with the exception that the SCSP prohibits residential use in the VC zone designation. Title 23, Article 5, Chapter 23.510-Village Center Zone Standards and Chapter 23.513 – Regional Town Center Zone Standards establish the essential development regulations of building heights, setbacks and other physical standards. Title 23, Article 5, Chapter 23.313-Residential Zoning Districts provides additional guidance on residential development standards for the HDR, CMDR and MDR districts

3.3.2. SunCreek Form Based Regulating Plan

The SCSP Volume II, Section 1.6 establishes the Center Form Based Regulating Plan. The plan provides design concepts that guide the preparation of a future development plan and includes the following components.

- A description of the intent and location of each of the form based zones provided in this chapter.
- The type of street and the treatment of edge conditions or “street typology” as defined in Chapter 4, Circulation and

applied in Volume II, Development Regulations.

- The type of building frontage treatment or “frontage typology” applied in Volume II, Development Regulations.
- The development standards applied to each Specific Plan land use category and the “Center” form based code district in Volume II, Development Regulations.

3.3.3. Administering Form Based Zoning

Development sites within form-based districts will not require special administrative procedures beyond those provided in Article 1 (Administration) of Title 23 of the RCMC. However, the form-based districts require more analysis than traditional zoning districts during the entitlement review process to determine compliance with the provisions of this chapter.

Development in any Center District shall require an integrated plan for that entire district that is consistent with the provisions of RCMC Section 23.504 et al.

3.4 APPLICATION OF ZONING

The SCSP assigns land use zoning and the rights to apply for development under such zoning only to properties in the SCSP.

An application for re-zoning subsequent to adoption of the SCSP may propose modification of streets and land use configuration for City consideration.

Figure 3-4 illustrates the ownership of properties in the Plan Area.

3.5 SPECIFIC PLAN LAND USE DESIGNATIONS DESCRIPTIONS

The following sections describe the SCSP land use designations that are summarized in Table 3-2 and illustrated in Figure 3-1. These include a range of residential categories, parks and open space, natural preserves, public and quasi-public uses, and non-residential and commercial categories.

3.5.1. Residential Categories

The SCSP includes a notable diversity in residential types, styles and configurations. Indeed, housing diversity is one of the hallmarks of this plan.

Multi-family dwellings occur in stand-alone configurations, and as integral components of mixed-use villages.

A variety of lot sizes, street orientation and garage access configurations are distributed throughout the plan. These lot sizes and configurations may change with the submittal of tentative maps.

Low Density Residential

The Low-Density Residential (LDR) category includes dwelling units in configurations up to six dwelling units per gross acre (exclusive of open space and adjacent collector streets). The density range allows substantial flexibility in selecting dwelling unit types and parcel configurations to suit particular site conditions and housing needs.

Medium Density Residential

The Medium Density Residential (MDR) category will provide a mix of housing types and densities ranging from 6.1 to 12 dwelling units per gross acre. Medium Density Residential includes single-family homes, duplexes and half-plexes, court housing, garden apartments, townhouses and condominiums. The most typical housing type will be small lot single-family detached, single-family attached (e.g., town homes, condominiums, brownstones), and small apartment complexes.

The density range allows substantial flexibility in selecting dwelling unit types and parcel configurations to suit particular site conditions and housing needs.

Compact Medium Density Residential

The Compact Medium Density Residential (CMDR) category includes dwelling units in densities of 12.1 to 18 units per gross acre that will result in compact urban forms. These may include detached cottages or cluster housing, but more typically will include common walls for all or a

significant portion of the units in a project. The sites designated for Compact Medium Density include row houses and small, low scale garden apartment dwellings.

Compact Medium Density is also located adjacent to commercial sites and will typically be within the “Center” form based designation described below. CMDR shall be regulated by the RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions, RCMC Title 23, Article 5, Chapter 23.313-Residential Zoning Districts, and supplemental development standards provided in Volume II: Development Regulations.

High Density Residential

High-Density Residential (HDR) development includes apartments and condominiums at densities of 26 to 40 dwelling units per acre. In order to be compliant with current state law regarding Regional Housing Needs Allocation (RHNA) requirements ensuring the availability of adequate high density zoned land, all High Density Residential acres in the SunCreek Specific plan area are designated as RHNA acres. The builder/developer must receive written authorization from the City to build at densities less than 26 units to the acre. With this authorization, High Density development may achieve as low as 18.1 dwelling units per acre where sites are constrained by size, configuration, access, parking standards, open space standards and other factors reflecting the actual market for multi-family housing.

There are seven High Density Residential sites identified in the plan. Four of these sites are adjacent to Village Center or Regional Town Center sites and are therefore within the “Center” form based designation described below. RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions, RCMC Title 23, Article 5, Chapter 23.313-Residential Zoning Districts, and Volume II: Development Regulations regulate these sites.

3.5.2. Public/Quasi-Public and Open Space Categories

Public/Quasi-Public

The Public/Quasi-Public category includes a variety of public and other land uses, including land owned by the City and other public agencies. Possible uses include civic buildings; schools, colleges, and universities; religious institutions; hospitals; museums; cemeteries; and others.

The SCSP includes three primary sites zoned Public/Quasi-public, Community Service (CS) uses. The SCSP designates the P/QP site on the Rancho Cordova Parkway south of Kiefer Boulevard for a fire station, but does not designate specific land uses on the other two primary P/QP sites. In addition to these three sites, the Plan identifies several small sites designated as P/QP for utilities such a water storage, detention, water or wastewater pumps and so forth.

All Public/Quasi Public (P/QP), Community Services (CS) uses, including schools, shall have an underlying land use designation of Medium Density Residential. In the event that a P/QP site is not required for its originally intended use, such land may be available for residential development. This allows flexibility in the location and shape of schools sites shown on the Land Use Map. The City shall consult with the affected public entity (if a specific entity exists), prior to release of a P/QP site for residential development. Following such consultation (if applicable), the City Council shall make a formal determination that the site is not required for the originally intended P/QP use. This typically will occur during the consideration of a Tentative Subdivision Map, but may also accompany an alternate discretionary action by the Council when a Tentative Map is not required. A similar process is required if the size or location of a proposed P/QP site is to be substantially modified.

The SCSP identifies land within the Parks and Open Space (POS) designation for active and passive recreational activities. This zone category also includes publicly accessible lands within lands

along the edge of natural resource preservation areas, detention basins, creek ways, and other passive uses. Open spaces may be multi-use depending on the season, such as an open turf area within a detention basin in areas subject to infrequent inundation.

The open space lands and parklands must comply with the standards established by the City of Rancho Cordova. The Cordova Recreation and Park District, and/or the City will administer parklands at the discretion of the City. The City of Rancho Cordova, in consultation with CRPD, will determine final park design, amenities, and improvements. The City will administer public and private ownership open space lands.

Natural Resources

The SunCreek Plan provides a substantial natural resource preservation area dedicated to protecting state and federally listed endangered and threatened species habitat consistent with the measures described in Chapter 6, Natural Resources. The preservation area extends diagonally through the project site as a continuous open space corridor.

The SCSP sets aside land within the Natural Resources category as natural habitat and will have no urban development placed upon it. Open space trails are typically adjacent to, rather than within, Natural Resource areas.

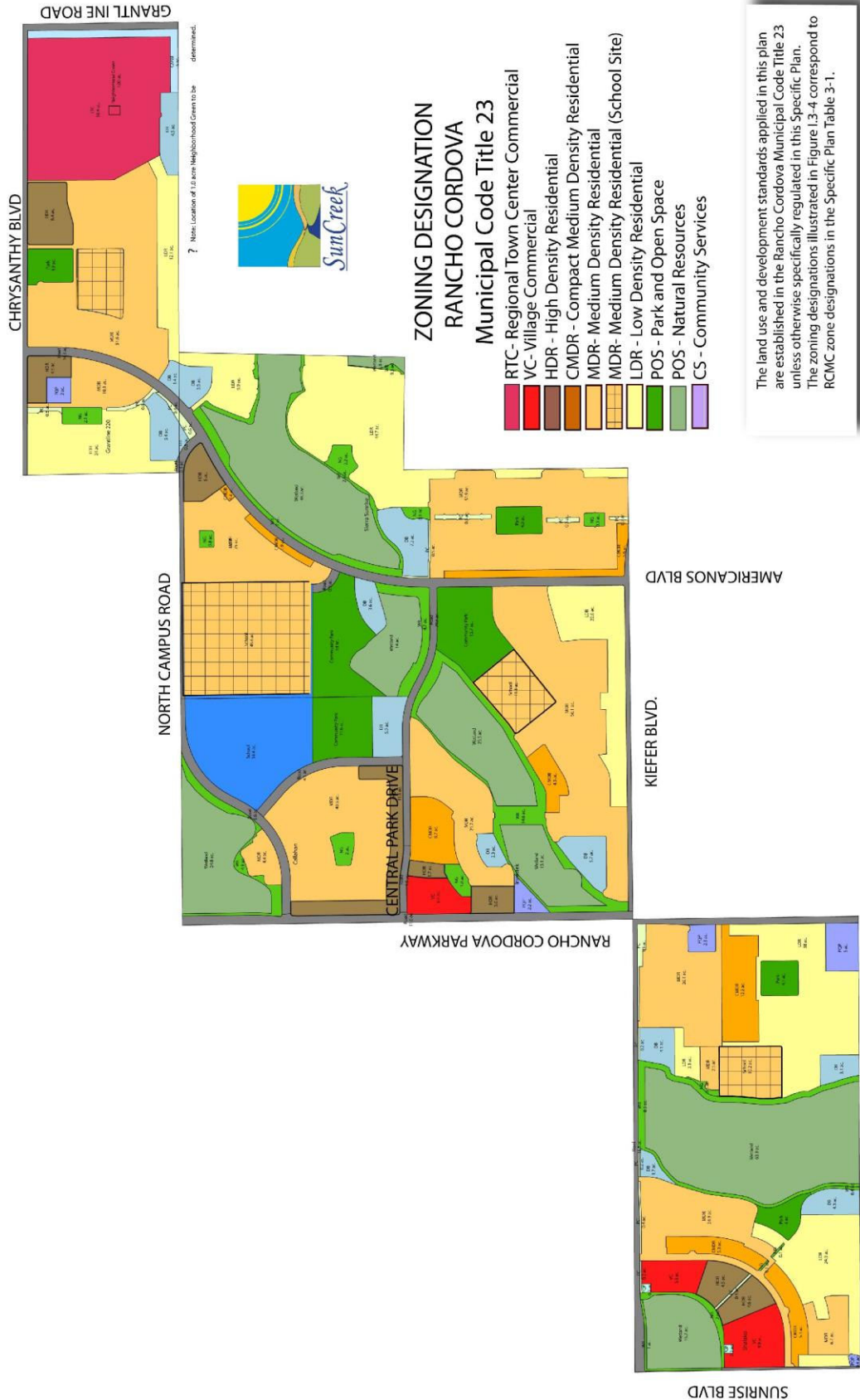
Chapter 6, Natural Resources describes the protection of the lands in the Natural Resource designation.

3.5.3. Non-Residential/Commercial Categories

Village Center

The Village Center category provides retail services, restaurant, entertainment and office employment uses as described in the City's building block concept. Village Centers serve the daily shopping needs of residents and may include small- and medium-size grocery stores, drug stores, restaurants, banks, and other similar uses.

Figure 3-4 Applied Zoning Designations



Regional Town Center

Development is pedestrian friendly with gathering places for both daytime and nighttime activities.

Village Center zones in the SCSP prohibit residential use. However, residential designated land (CMDR and HDR) within a Center Form Based District development confers residential development capacity consistent with the specific designation. A Center Form Based District may combine the development capacity of residential designated lands with the commercial development capacity Village Center lands to create an integrated mixed-use project.

A mixed-use development plan may be integrated vertically with different uses above one another, such as residential or office uses over a commercial use. Horizontal mixed uses are also permissible with side-by-side uses linked together through common walkways, plazas and parking areas.

The SunCreek plan includes two Village Center sites. Each is located along a major street and could emphasize transit-oriented development served by bus, bus rapid transit, a local shuttle or other transportation systems as the City may determine.

The sites are adjacent to high-density residential land use served by the pedestrian and bike trail network that connects the sites to the surrounding neighborhoods. Each of the sites has within it or nearby a small neighborhood scale park. These parks will add a visual amenity and leisure activities that will complement the retail and service businesses and the residential components of the center.

The RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions and supplemental development standards provided in Volume II: Development Regulations shall regulate Village Centers. All development in the VC zone shall require an integrated plan as specified in RCMC Section 23.504 et al.

Regional town centers meet a regional need for shopping, entertainment, and other large destination uses. They are strategically located for accessibility and range in size from 25 to 100 acres.

The SunCreek plan provides a 60-acre Regional Town Center on the southwest corner of Grant Line Road and Chrysanthy Blvd. This center will serve planned development in the southeast edge of the City. The Southeast Capital Connector is a regional roadway aligned on Grant Line Road adjacent to the Plan Area. Chrysanthy Boulevard will provide access from the site to Grant Line Road. The Regional Town Center (RTC) would provide the opportunity for a transit oriented development should Grant Line Road become a regional transit route.

The RCMC Title 23 Zoning Code, Article 5 Form Based Zoning Provisions and supplemental development standards provided in Volume II, Development Regulations shall regulate the Regional Town Center. All development in the RTC zone shall require an integrated plan as specified in RCMC Section 23.504 et al. The "Regulating Plan" must be adopted prior to any development in the respective VC or RTC center.

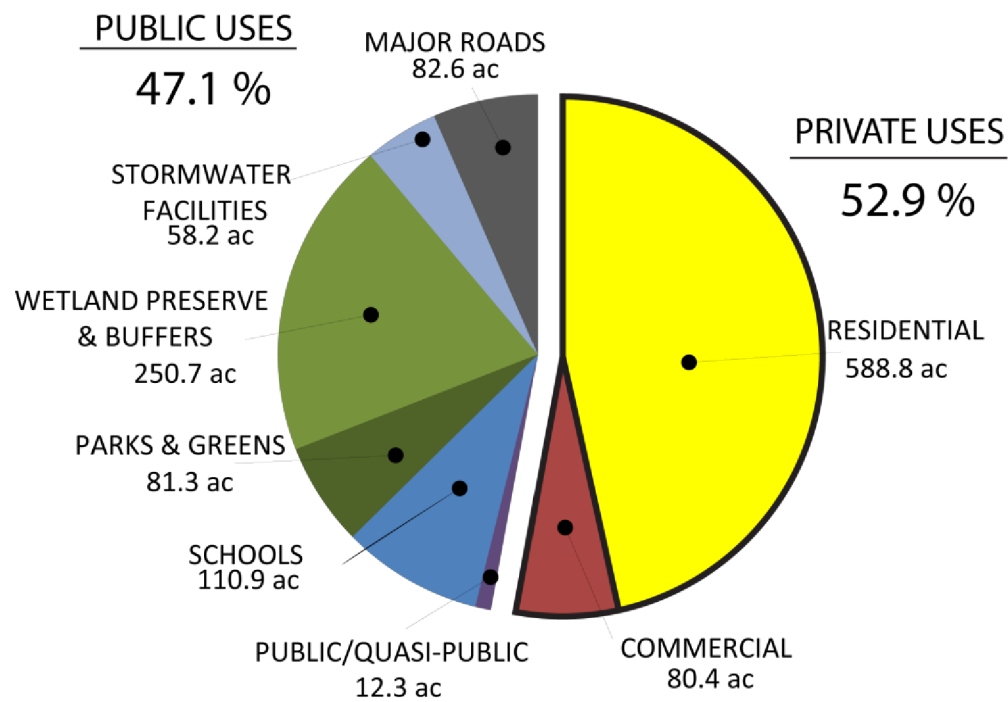
3.6 LAND USE SUMMARY TABLE

Table 3-3 summarizes the acreage, percentage of total acreage, maximum dwelling units per acre, and dwelling unit totals at full development of the SCSP. Figure 3-5 illustrates the proportion of land use by category

Table 3-4 summarizes the land use by owner. Figure 3-6 illustrates the ownership of land in the Plan Area.

Table 3-3 Land Use Summary

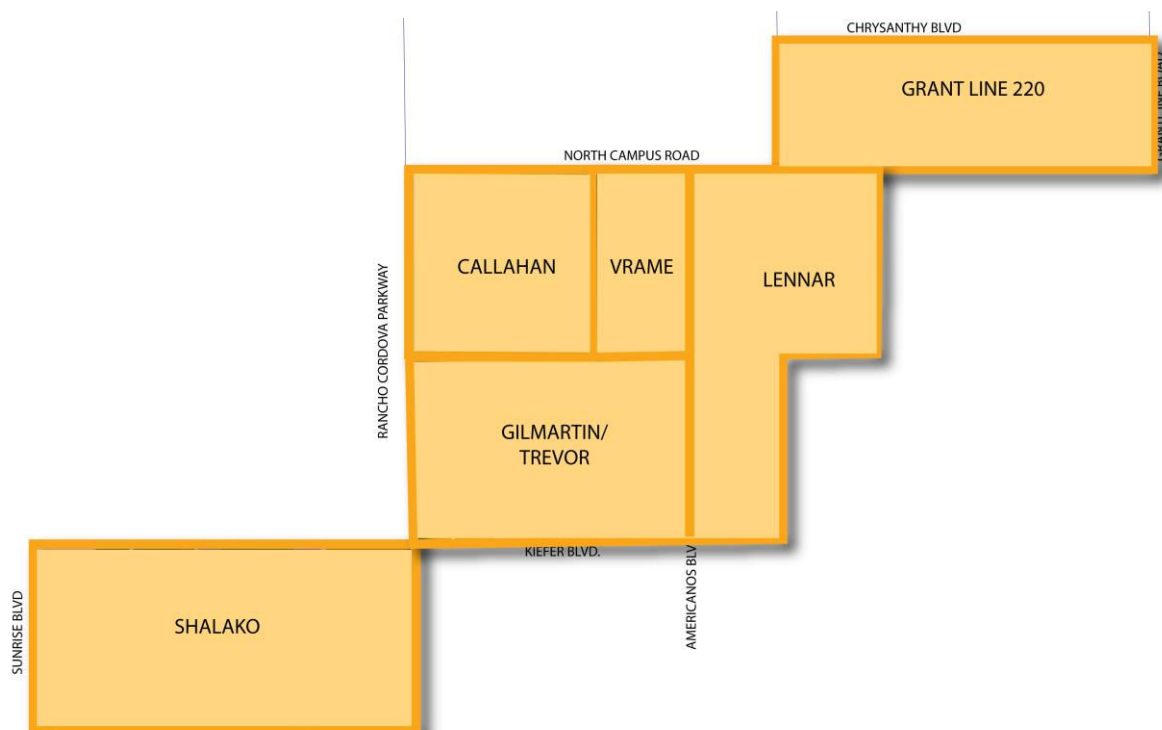
LAND USE CATEGORIES	AREA acres	Dwelling Units	Percent of Res Type	Percent of Total Area	Average Density per acre
LOW DENSITY (2.1 to 6 du/ac)	179.4	911	19.16%	14.2%	5.1
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	321.5	2,329	53.59%	25.4%	7.3
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	43.7	504	6.09%	3.4%	11.5
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	44.2	1,149	21.14%	3.5%	26.0
VILLAGE CENTER (VC)	22.0	0		1.7%	
REGIONAL TOWN CENTER (RTC)	58.4	0		4.6%	
PUBLIC/QUASI_PUBLIC	12.3	0		1.0%	
NEIGHBORHOOD GREEN	12.2	0		1.0%	
NEIGHBORHOOD PARK	17.0	0		1.3%	
COMMUNITY PARK	44.9	0		2.5%	
PARK CORRIDORS	7.0	0		0.6%	
WETLAND BUFFER/BIKE PATH CORRIDOR	45.6	0		3.6%	
DETENTION BASIN	53.5	0		4.2%	
STORM WATER CANAL	5	0		0.4%	
WETLAND PRESERVE	205.1	0		16.2%	
SCHOOL	110.9	0		8.8%	
MAJOR ROADS	82.6	0		6.5%	
TOTAL	1265.2	4,893		100.0%	

Figure 3-5 Land Use Allocation by Category

LAND USE

Table 3-4 Land Use by Owner

LAND USE	CALLAHAN		GILMARTIN/ TREVOR		SHALAKO		GRANTLINE 220		VRAME		SIERRA SUNRISE (Lennar)	
Categories	Acres	Units	Acres	Units	Acres	Units	Acres	Units	Acres	Units	Acres	Units
LOW DENSITY (2.1 to 6 du/ac)	0	0	22.6	162	66.0	304	36.1	133	0	0	54.7	312
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	44.9	500	77.8	592	60.2	324	61.7	442	0	0	76.9	471
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0	0	13.0	153	22.8	218	0.0	0	0	0	7.9	133
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	11.8	307	5.4	140	9.1	237	12.9	335	0	0	5.0	130
VILLAGE CENTER (VC)	0	0	6.3		15.7	0	0	0	0	0	0	0
REGIONAL TOWN CENTER (RTC)	0		0.0		0		58.4		0		0	
PUBLIC/QUASI_PUBLIC	0		2.2		8.1		2.0		0		0	
NEIGHBORHOOD GREEN	2.0		1.8		0.5		3.1		0		4.8	
NEIGHBORHOOD PARK	0		0		8.1		4.9		0		4.0	
COMMUNITY PARK	11.3		15.7		0		0		17.4		0	
PARK CORRIDORS	0		0		2.9		1.5		0		2.6	
PRESERVE BUFFER	4.9		18.2		11.7		0		1.1		9.7	
DETENTION BASIN	6.2		8.0		13.2		11.3		3.4		11.4	
STORM WATER CANAL	0		0		0		5.0		0		0	
WETLAND PRESERVE	24.8		40.1		79.6		0		10.5		50.1	
SCHOOL	34.4		11.1		10.2		9.6		45.6		0	
MAJOR ROADS	20.1		18.0		13.3		14.3		2.1		14.8	
TOTALS	160.4	807	240.2	1047	321.4	1083	220.8	910	80.1	0	242.4	1046

Figure 3-5 Land Ownership in the Plan Area

3.7 SPECIFIC PLAN POLICIES

The following General Plan policies apply to the SCSP.

Policy LU 1. Higher density and intensity land uses that support transit shall be located within one-half mile of major transit stations. Development shall be pedestrian- and transit-friendly with direct connections to transit. (GP Policy LU.1.7 and AQ.2.2.1).

Policy LU 2. Similar uses shall be clustered into areas or districts that have common needs and that are compatible with one another to establish a form based land use organization and regulation. (GP Policy LU.2.3)

Policy LU 3. Growth will occur based on market forces, infrastructure financing capacity, and the timing of the design, approval, and construction of transportation facilities and other infrastructure. (GP Policy LU.2.5)

Policy LU 4. Retail shopping facilities shall be distributed in the Plan Area such that neighborhood services are distributed and integrated into the neighborhoods and that market demand is met without diminishing the viability of nearby commercial properties with the same customer base. (GP Policy LU.2.6)

Policy LU 5. The Plan shall include sustainable development that reduces the impact of projects on energy, water, and transportation systems and encourages sustainable development to occur in ways that complement the built form. (GP Policy LU.2.7)

Policy LU 6. Civic structures and uses shall have outstanding design that creates identity and serves as a catalyst and precedent for subsequent development. (GP Policy LU.3.2)

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I.4. CIRCULATION

4.1 PURPOSE

The Circulation Chapter describes all components of the circulation system in the plan. The SunCreek Specific Plan (SCSP) treats the project roadway network, bicycle and pedestrian routes, and transit facilities and services as equally important. The approach to all circulation components and the land use plan proposed in this plan are coordinated to benefit the quality of life, public safety, energy costs, time costs, and air quality within the community.

4.2 CIRCULATION OBJECTIVES

The circulation objectives addressed in this Chapter respond to issues identified in the Rancho Cordova General Plan.

- **Community character.** The roads and pedestrian/bikeway networks are among the most visible elements that connect the overall community. SunCreek Parkway and the other pedestrian/bikeway corridors are signature features in the plan.
- **Safety and efficiency.** The road network provides adequate lane capacity and intersections for vehicle movement but includes traffic calming measures to promote pedestrian friendly streets that minimize potential vehicle and pedestrian/bicyclist conflicts.
- **Reduce the use of automobiles.** Reducing the use of automobiles in everyday life is accomplished by providing convenient,

safe, and attractive alternatives. The SCSP emphasizes pedestrian and bicycle use, access to public transit, and use of alternative vehicles as viable options to use of automobiles.

- **Coordination of land use and circulation.** Trip destinations such as schools, parks, jobs, shopping and commercial services are located where they are convenient to the residences to facilitate walking or bicycling. Higher density residential uses and major trip destinations are located along potential transit routes.
- **Direct routes and connectivity.** The street and pedestrian/bikeway network provides a convenient, reasonably direct, safe, and attractive route to major destinations.
- **Transportation diversity.** The SunCreek Specific Plan will accommodate the transportation options available to residents.

4.3 PLANNING CONTEXT

The surrounding road network, planned road improvements, and planned public transit opportunities establish the planning context for the SCSP.

The SCSP will develop during a time of change. Automobiles will continue to be a primary mode of transportation, but new communities must also facilitate and encourage the use of transportation alternatives.

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New technologies in transportation and communications will influence the choices individuals make in selecting their daily means of transportation. Fuel prices are a significant factor for individuals and businesses in deciding whether to curtail all but essential trips, and which mode of transportation to use. Increased travel costs will result in demands for more efficient transportation systems, and for communities designed to facilitate and enhance alternatives to automobile use in a resident's daily life.

Transportation alternatives designed into the SunCreek community including alternative personal vehicles, public transportation, and walking and bicycling. These will reduce the need to rely on private automobiles as the sole source of personal transportation.

4.3.1. Related Plans and Programs

The SunCreek Specific Plan is the contemporary of several planning activities within the City of Rancho Cordova and throughout the Sacramento region. These planning activities set the framework for circulation planning within the SCSP.

- **The Regional Metropolitan Transportation Plan (MTP).** The MTP is long-range plan for transportation improvements in the greater six-county Sacramento region. The MTP includes major transportation improvements that will affect the traffic capacity of routes serving the SunCreek Plan Area.

In addition to the regional transportation planning programs, the City of Rancho Cordova has adopted standards and plans that guide the SunCreek transportation plan and improvements.

Applicants within the Specific Plan should consult these other plans in preparation of tentative maps.

- **Rancho Cordova Transit Master Plan.** This Plan designates the City's preferred transit system and is an implementing part of the General Plan.

- **Rancho Cordova Pedestrian Master Plan.** The City of Rancho Cordova Pedestrian Master Plan (March 2011) is identified in the Circulation Element of the City's General Plan. The Pedestrian Master Plan combines with the Bicycle Master Plan and the Transit Master Plan to organize projects and programs that will serve alternative travel modes.

The Pedestrian Master Plan will establish policies, programs, and projects to improve the pedestrian system within the City of Rancho Cordova.

- **Rancho Cordova Bicycle Master Plan.** The City of Rancho Cordova Bicycle Master Plan (March 2011) carries forward cycling policies and goals that were initiated in the City's General Plan, the Transit Master Plan and Pedestrian Master Plan. The Bike Plan continues to shape the City's goal of providing safe and attractive alternative modes for travel.

The SCSP is consistent with the Bicycle Master Plan and provides additional detail about the existing facilities, planned improvements, and priorities, phasing, and funding to build the bicycle network.

- **Rancho Cordova Street Design Standards.** The Street Design Standards establish details regarding the design of all types of roadways within the City consistent with the General Plan.

- **Rancho Cordova Improvement Standards.** The Improvement Standards establish detailed design and construction requirements for the City's transportation system consistent with the General Plan and Street Design Standards.

4.3.2. Existing and Planned Roads

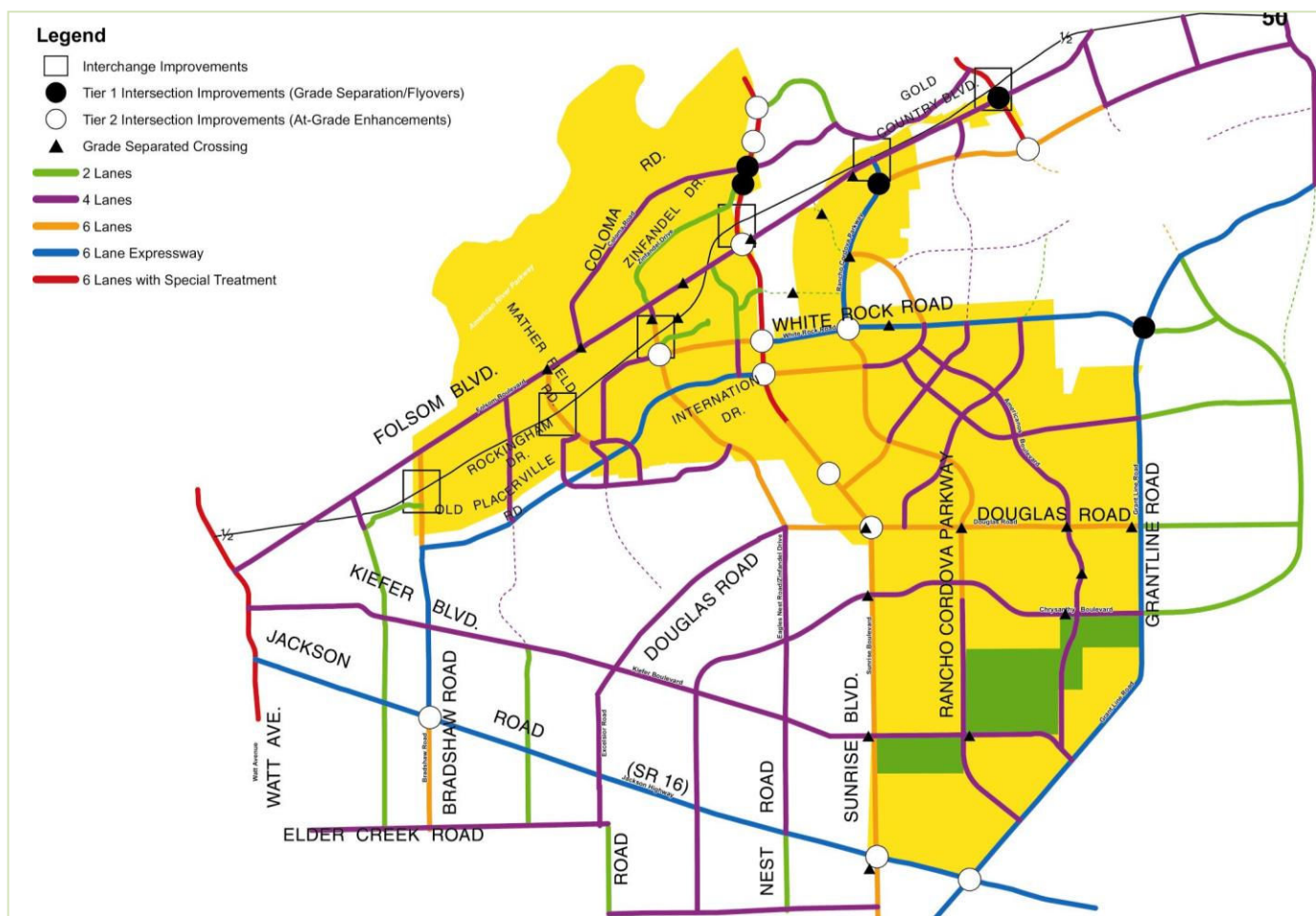
Existing and planned arterial streets in or near the Plan Area include Grantline Road, Sunrise Boulevard, Rancho Cordova Parkway, Chrysanthy

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Boulevard, Americanos Boulevard, and Kiefer Boulevard. Chrysanthy Boulevard and Americanos Boulevard are new road alignments established in the Sunrise Douglas Community Plan. Sunrise Boulevard, Grantline Road, and Kiefer Boulevard are part of the regional road system as identified in Figure 4-1.

• **Capital Southeast Connector Study.** The Metropolitan Transportation Plan (MTP) includes a multi-modal transportation corridor that connects Elk Grove, Rancho Cordova, and El Dorado Hills. The connector will link residential areas and employment centers to relieve congestion on the heavily congested existing two-lane roadways that currently serve the corridor. The connector will become a major route in the region and could create nodes of major activity along the route that abuts the east edge of the SunCreek Plan Area.

Figure 4-1 Primary Road Network



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4.4 STREETS PLAN

The SunCreek Plan includes several street configurations that serve a variety of needs. The configurations will not only accommodate the traffic capacity projected for a given location, but also enhance the community character and pedestrian space along the streets.

4.4.1. Street Master Plan

The streets are a hierarchy of size and characteristics that extends the existing major street pattern in this part of the city into the Plan Area. The street plan responds to the location of environmental protection areas and the distribution of major activity nodes in the plan, as shown in Figure 4-1. The primary street network is consistent with the General Plan description of a “modified grid” system of major roadways at approximate one-mile spacing and connector roads at approximate quarter-mile spacing.

The minor arterial and collector street grid system within the Plan Area will avoid wetland natural open space features in permanent open space. These streets will align with existing and planned street intersections in the adjacent established plan areas.

Sunrise Boulevard, Kiefer Boulevard, Rancho Cordova Parkway and Chrysanthy Boulevard conform to the one-mile grid, but Americanos Boulevard curves significantly to avoid wetland resources.

Figure 4-2 illustrates the combined Street Master Plan, and Bikeway and Trails Master Plan to show the interconnections between these two systems.

Figure 4-3 illustrates the Street Master Plan alone.

4.4.2. Signalization

Traffic impact analysis and future warrants analysis will determine the signalization of major intersections. Figure 4-2 and 4-3 identify the anticipated signal locations.

4.4.3. Street Typology

The following discussion of streets describes the typical standards for the number and width of lanes. There are variations on the basic street types described in this chapter depending on the type of building form that abuts the street. For example, a street type that has the capacity to carry a certain volume of traffic may have wider setbacks to the sidewalk where the intent is to move traffic through quickly. That same street section may have sidewalks and buildings closer to the street where the intent is to slow traffic and create a more pedestrian friendly environment.

Chapter 5 Community Character (Section 5.11) and in Volume II, Development Regulations further describe the intended relationship of each street type to adjacent land use.

Arterial Streets

Arterial streets will be four or six lanes wide at full development. Landscaped median and landscaped pedestrian corridors along both sides are typical.

Arterial streets typically pass through different land use conditions. Consequently, the street configuration may change from one location to another.

Figures 4-4 and 4-5 show a street section for Rancho Cordova Parkway and a typical street section for the four-lane Minor Arterial Street configuration, respectively.

Figure 4-2 Combined Major Streets Master Plan and Trails

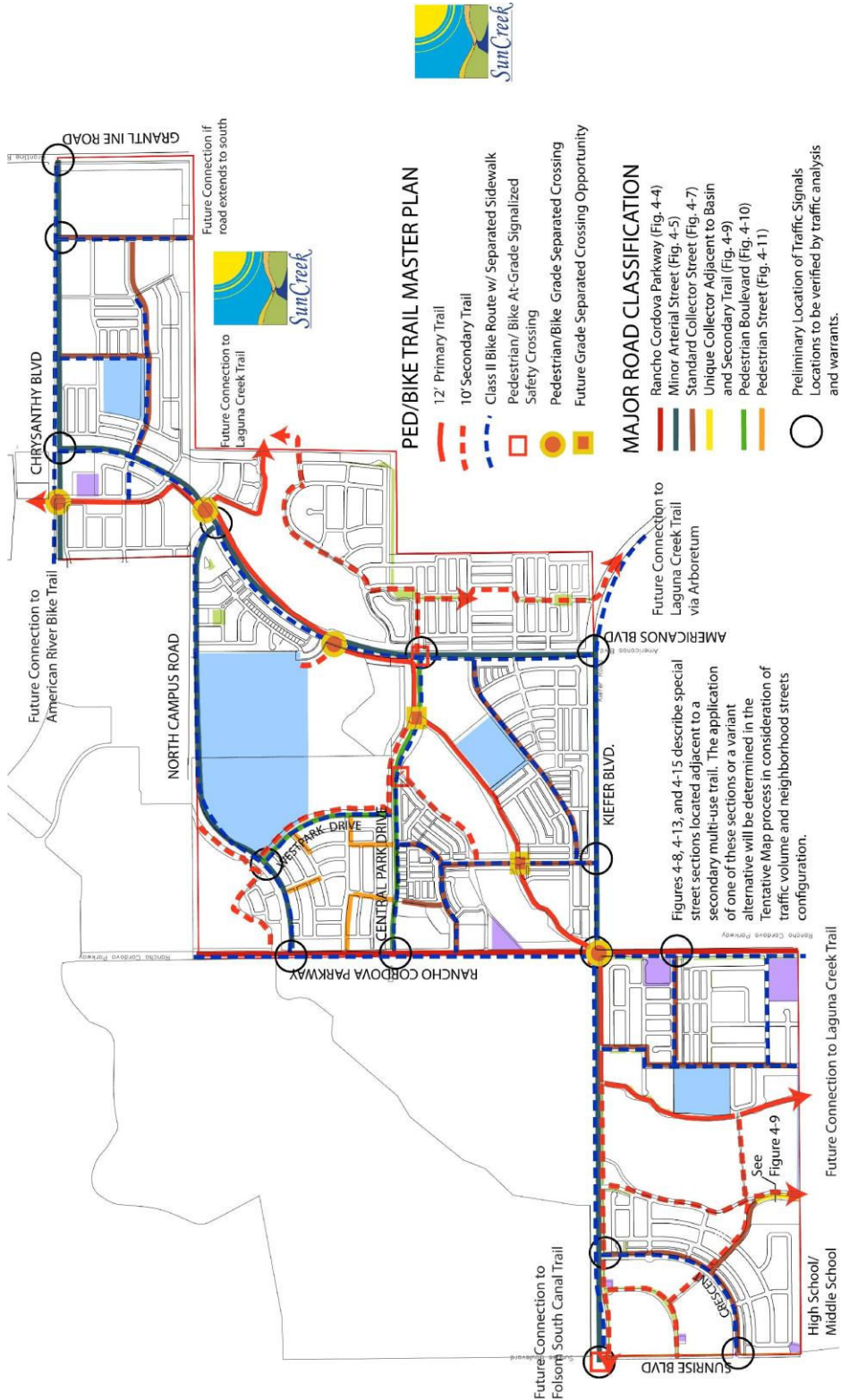
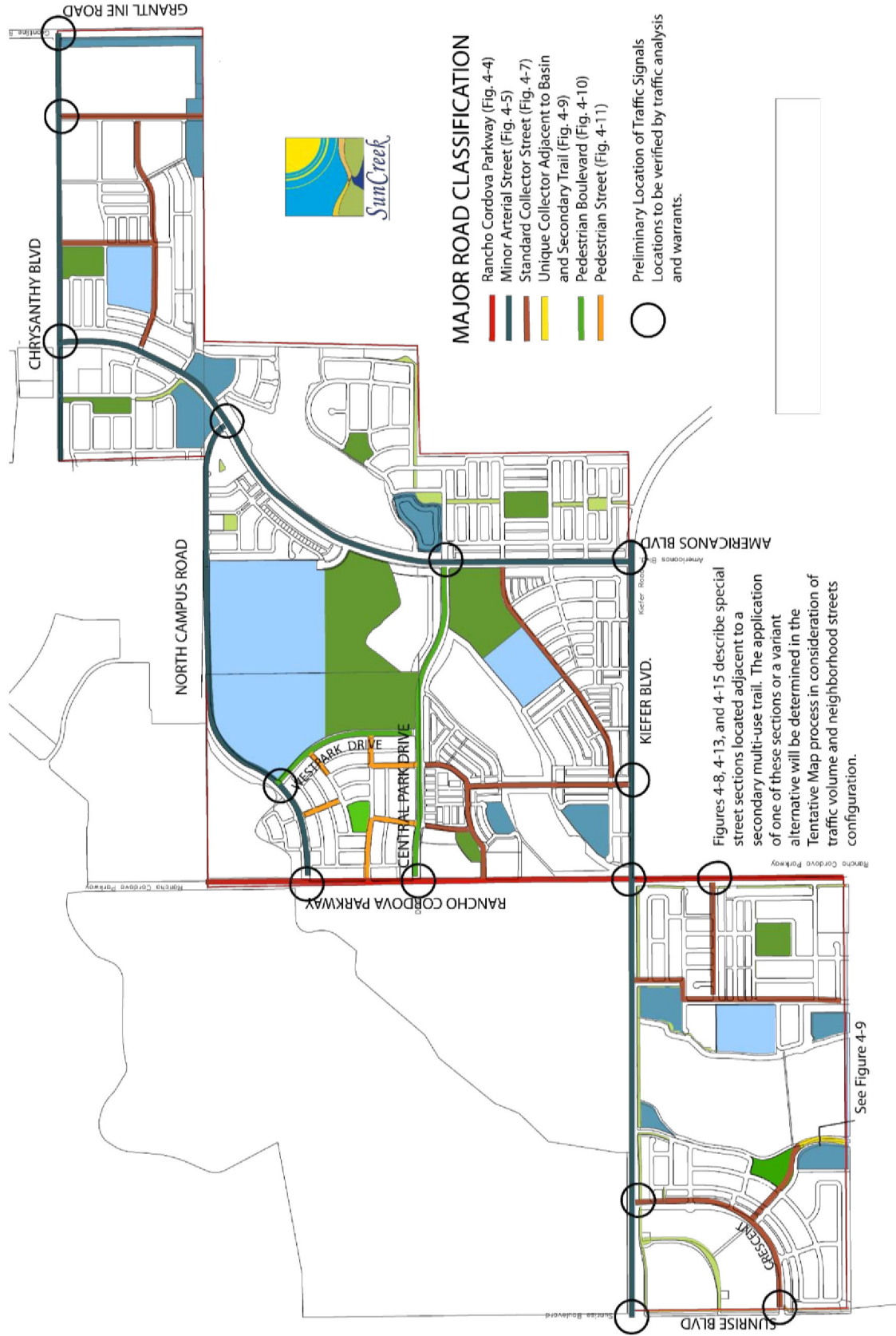
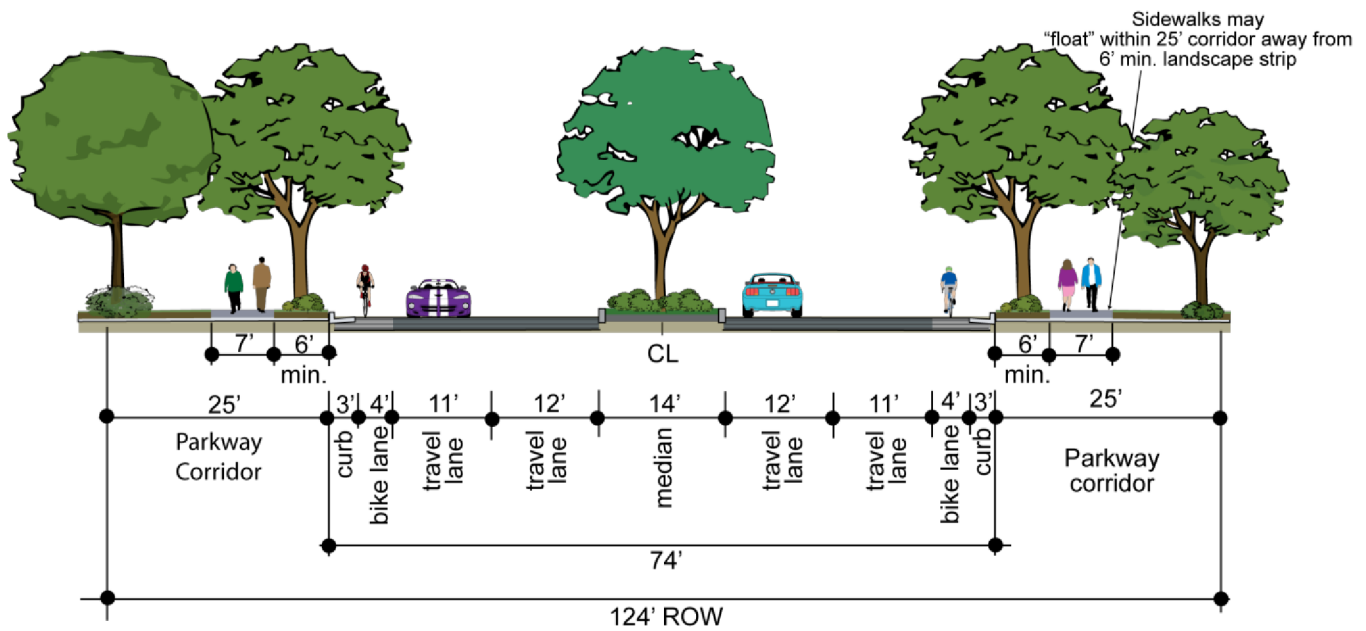


Figure 4-3 Major Streets Master Plan



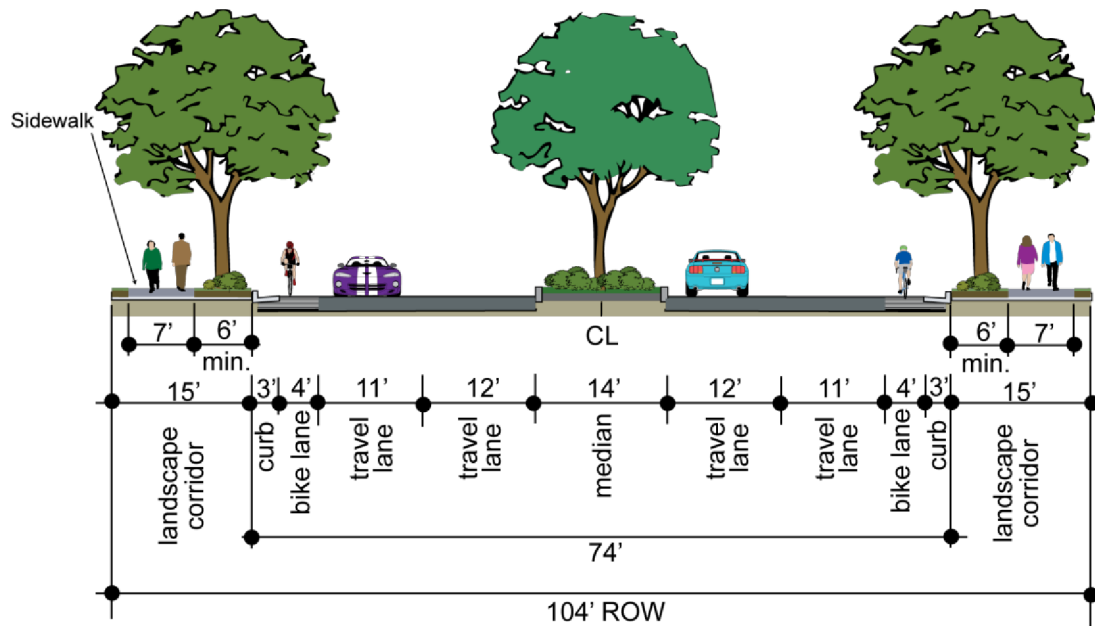
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Figure 4-4 Rancho Cordova Parkway



Note: Curb and gutter is included in the bike lane width requirements

Figure 4-5 Minor Arterial (Typical)

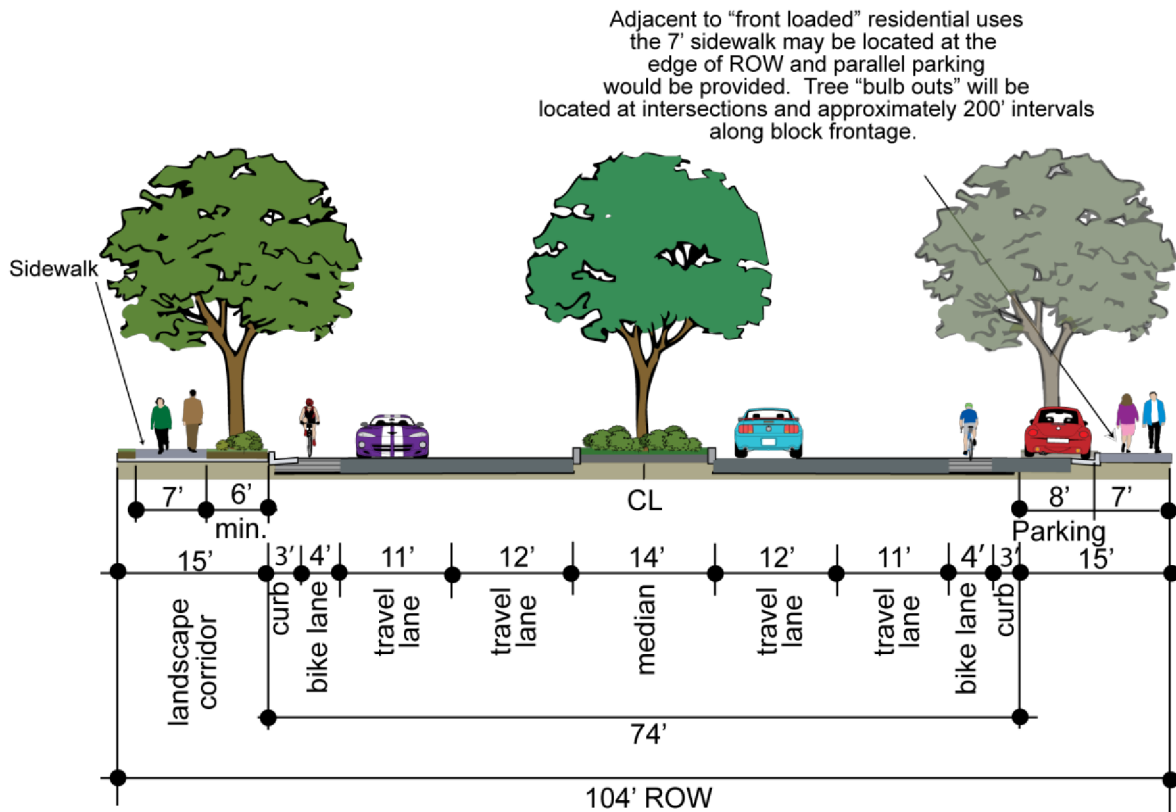


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Driveways for single-family residences shall not be allowed on an arterial street. Residential uses adjacent to an arterial street are typically alley loaded, or are oriented with the side or rear lot to the arterial street. The opportunity to provide on-street parking is limited. Design alternatives that allow on-street parking on Minor Arterial streets will be reviewed in the Tentative Map and may be allowed based on lower traffic volumes along Minor Arterial roads. Figure 4-6 illustrates one alternative approach that may be

considered. In this example, the sidewalk may be located at the edge of ROW and a parallel parking lane may be provided in the ROW. Street trees will be located in "bulb outs" in the parking lane at intersections at mid-block locations to achieve an average spacing of approximately 400' between trees. Public Works may consider other parking options in the Tentative Map. The location of driveways and median cuts will be subject to Public Works Arterial Access Standards.

Figure 4-6 Optional Minor Arterial with Parking Fronting on Multi-family Residential Use



Collector Streets

Collector streets connect the local residential streets within neighborhoods to the arterial streets. The SunCreek Plan uses collector streets as pedestrian corridors by providing a 7-foot

sidewalk setback from the street, on street parking and a bike lane.

Collector streets typically include two traffic lanes, a median, bicycle lanes, a landscape corridor and seven-foot wide sidewalks on both sides, as shown in Figure 4-7. Figure 4-8 illustrates a

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special condition where the street is adjacent to the secondary trail network. Application of Figure 4-8 or other alternative street sections adjacent to a secondary trail will be determined in the Tentative Map based on traffic volume and neighborhood street configuration. Figure 4-9 illustrates a unique condition where the street is located between a detention basin and a

secondary multi-use trail.

Figure 4-10 illustrates the Pedestrian Boulevard, a special collector street used on Central Park Drive and Westpark Drive to provide a distinctive pedestrian corridor linking the Local Town Center to the Community Park and high school. The street includes a secondary tree line behind the sidewalk and on-street parking.

Figure 4-7 Standard Collector Street

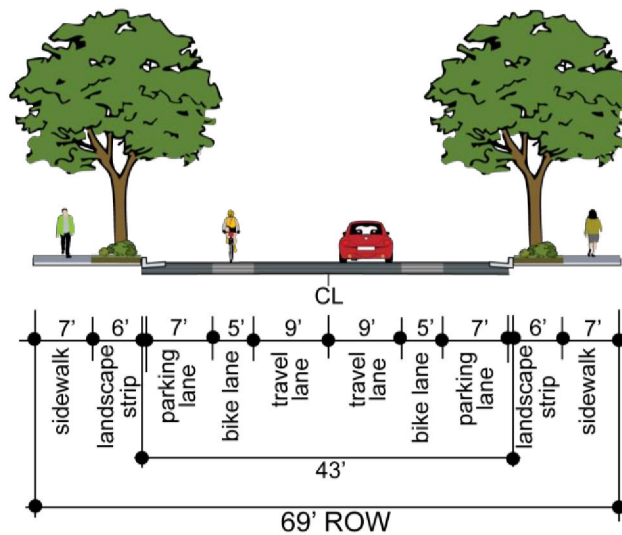
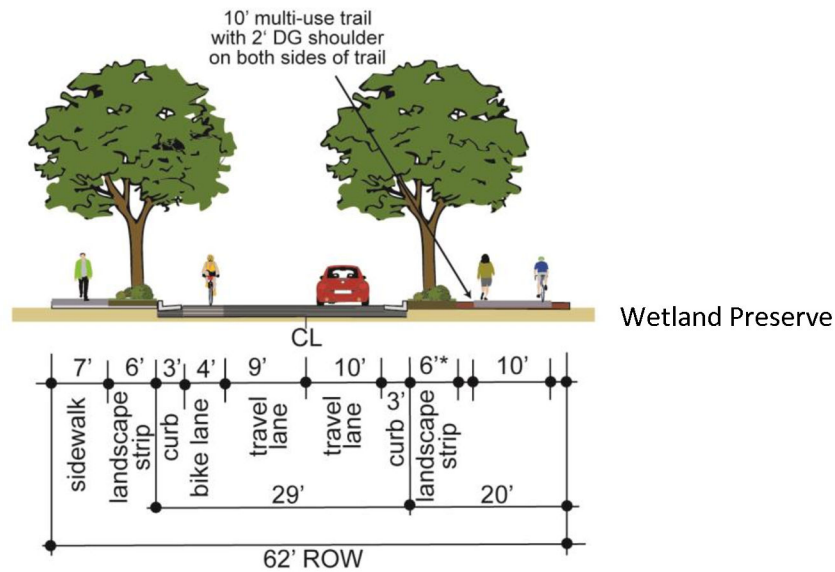


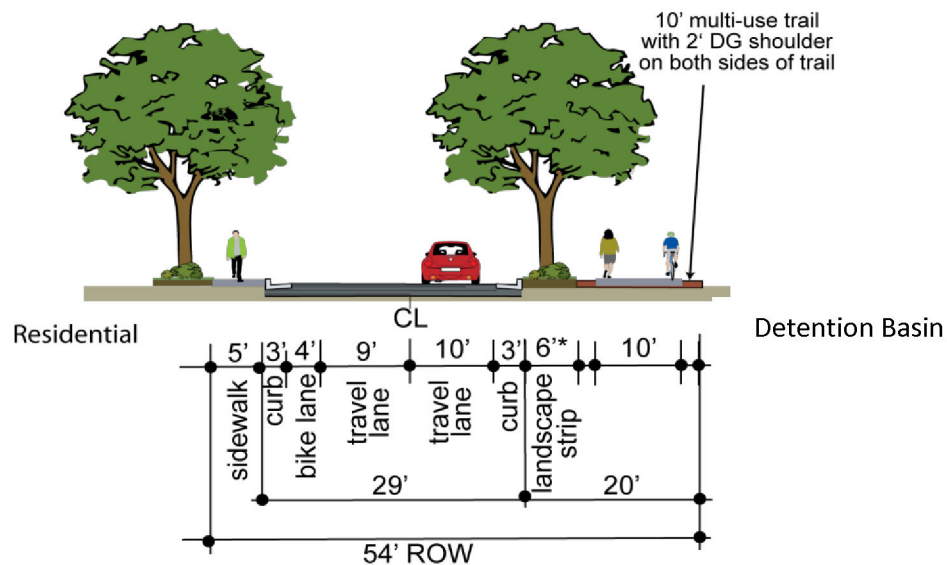
Figure 4-8 Standard Collector Street Adjacent to Secondary Bike Trail



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

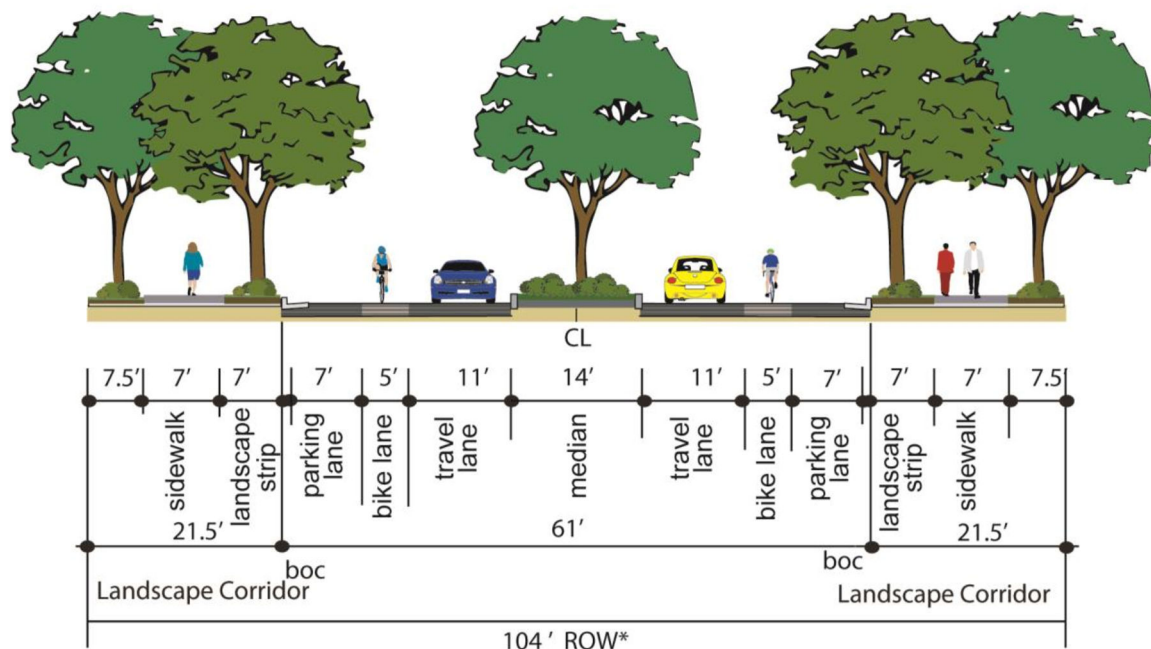
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Figure 4-9 Collector Located Adjacent to Detention Basin and Secondary Trail



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland preserve boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

Figure 4-10 Pedestrian Boulevard (Central Park Drive and Westpark Drive)



*Parking lanes may be omitted at or near main project entries and at internal intersections resulting in a 90' ROW.

Note: Curb and gutter is included in the bike lane width requirements in all street sections.

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Pedestrian Streets

Pedestrian streets are a special class of standard residential street with an enhanced pedestrian corridor. The street type will enhance the pedestrian and vehicular entry to a subdivision or village area, such as where a street approaches a park or neighborhood green. The pedestrian street includes ten-foot wide travel lanes and a Class II bike lane on both sides. A six-foot wide planting strip and sidewalk will be provided on both sides. In some locations, an additional landscape strip may be located behind the sidewalk on one side to provide a twenty-foot (20') wide landscape corridor with a secondary street tree canopy on one side of the street as shown in Figure 4-11. The corridor provides space for a six-foot wide (6') sidewalk, and canopy trees to create an enhanced pedestrian corridor.

Residential Streets

The Plan Area will include two residential street classifications. The standard residential street with

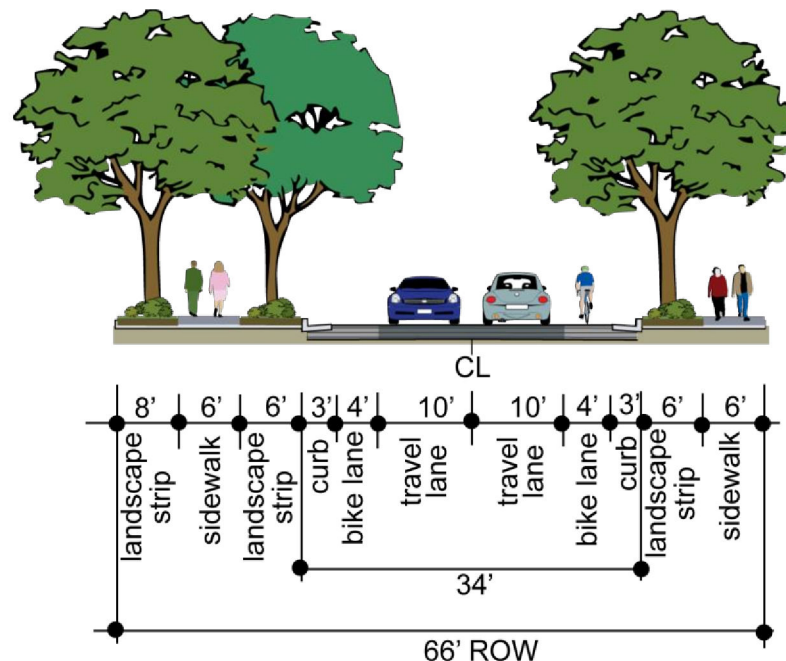
detached sidewalks will include a 57-foot right-of-way (back of walk to back of walk) with a thirty-three (33) foot wide paved section, curbs and a six (6) foot sidewalk. Figure 4-12 illustrates the Standard Residential Street.

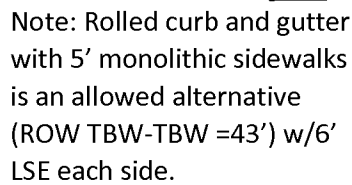
Minor residential streets with attached sidewalks will have a forty-two (42) foot right-of-way (measured from back of walk to back of walk) that includes two travel lanes, a parking lane, and a five-foot sidewalk on both sides. Figure 4-14 illustrates the Minor Residential Street.

Figures 4-8, 4-13, and 4-15 illustrate where residential and collector streets are adjacent to an open space area and incorporate a secondary multi-use trail in lieu of a standard sidewalk on the open space side. Parking is prohibited on the open space side to allow additional space for the multi-use trail and associated landscaping.

Table 4-1 summarizes the standards for all streets and landscape corridors.

Figure 4-11 Pedestrian Street





10' multi-use trail with 2' DG shoulder on both sides of trail

CL

Wetland Preserve

Note: Rolled curb and gutter with 5' monolithic sidewalks is an allowed alternative.

61.5' ROW

6' sidewalk

6' landscape strip

3' curb

7' parking lane

9' travel lane

10' travel lane

3' curb

6'* landscape strip

10'

29.5'

20'

*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

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Figure 4-14 Minor Residential Street

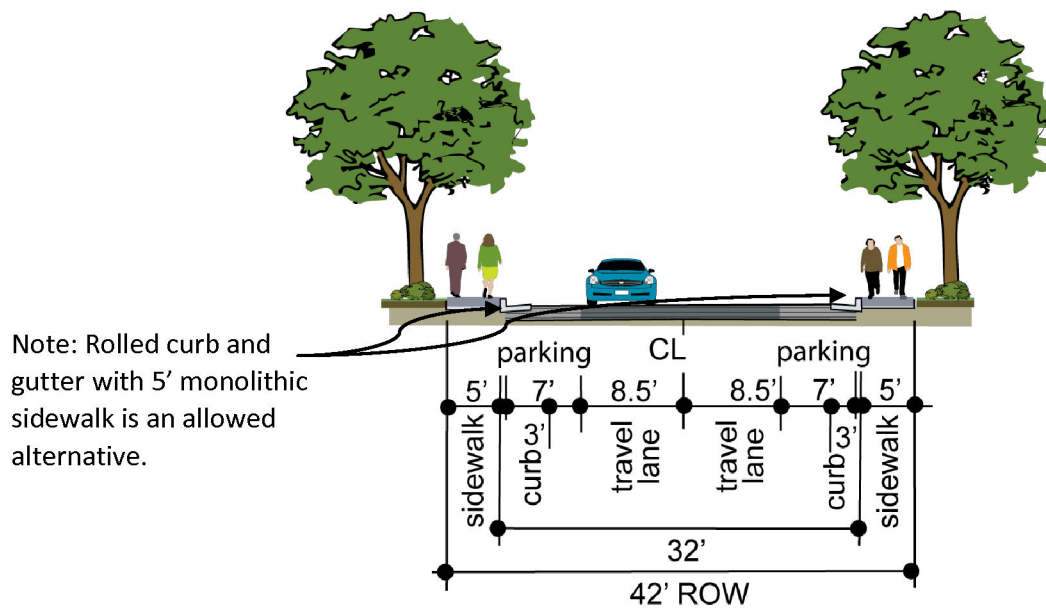
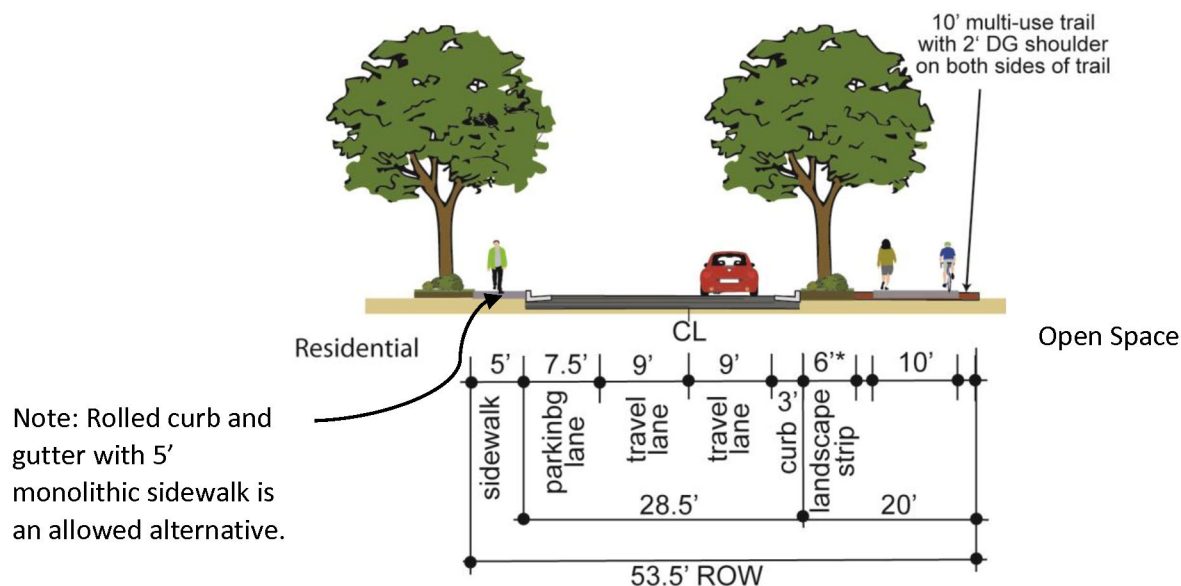


Figure 4-15 Minor Residential Street Adjacent to Secondary Trail in Open Space



*Note: The landscape corridor adjacent to the 10' multi-use trail shall be a minimum of 6' and may be greater as the trail is located as near the wetland boundary as permitted by the USACE permit and site conditions. In some instances the landscape strip may be reduced to 2' for the DG path shoulder. Such reductions in the landscape corridor shall be limited to that area required to accommodate and protect wetland areas, and manage drainage.

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Table 4-1 Summary of Street Standards

	Collector Street Adjacent to Basin and Secondary Trail	Standard Collector Street Adjacent to Secondary Trail	Standard Collector Street	Minor Arterial w/ parking	Minor Arterial	Rancho Cordova Parkway
Figure Number	4-9	4-8	4-7	4-6	4-5	4-4
Average Daily Traffic (ADT)	< 13,000	< 13,000	< 13,000	< 32,500 ¹ .	< 32,500	<32,500
Speed Limit	25-35 mph	25-35 mph	25-35 mph	35-45 mph	35-45 mph	45 mph
Number of Travel Lanes	2	2	2	4	4	4
Width (back-to-back of curb)	29'	29'	43'	74'	74'	74'
Width (Total ROW)	54'	62'	69'	104'	104'	124'
On Street Parking Allowed	No	No	Yes	Yes ² .	No	No
Parking Lane Width (includes curb and gutter)	None	None	7.5'	8.5'	None	None
Bike Lane Width (4' lane plus 2.5' gutter pan)	4' + 2.5' gutter pan	4' one side, 10' secondary trail	5'	4' + 2.5' gutter pan	4' + 2.5' gutter pan	' 4' + 2.5' gutter pan
Travel Lane Width	9'/10'	9'/10'	9'	11' (12' inside)	11' (12' inside)	11' (12' inside)
Left-Turn Lane Width (at intersections)	10'	10'	10'	10'	10'	10'
Striping Required	Yes	Yes	Yes	Yes	Yes	Yes
Raised Median (face-to-face of curb)	None	None	None	14'	14'	14'
Sidewalk Width	5'	7' on one side, 10' secondary trail	7'	7'	7'	7'
Detached Sidewalk Required	No	Yes	Yes	Yes	Yes	Yes
Landscape Strip Width ² .	6' min. ³ .	6' min. ³ .	6'	15' incl. sidewalk or parking	15' incl. sidewalk	25' incl. sidewalk

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Table 4-1 Summary of Street Standards (continued)

	Minor Residential Streets Adjacent to Secondary Trail	Minor Residential Streets	Standard Residential Streets Adjacent to Secondary Trail	Standard Residential Streets	Pedestrian Streets	Pedestrian Boulevard
Figure Number	4-15	4-14	4-13	4-12	4-11	4-10
Average Daily Traffic (ADT)	< 2,000	< 2,000	<7,000	< 7,000	<7,000	< 13,000
Speed Limit	25 mph	25 mph	25 mph	25 mph	25 mph	35 mph
Number of Travel Lanes	2	2	2	2	2	2
Width (back-to-back of curb)	28.5'	32'	29.5'	33'	34'	61
Width (Total ROW)	53.5'	42'	61.5'	57'	66'	104
On Street Parking Allowed	Yes on residential No adjacent to open space	Yes	Parking on residential side only	Yes	No	Yes
Parking Lane Width (includes curb and gutter)	7.5'	7.5'	7.5'	7.5'	None	7.5'
Bike Lane Width (4' lane + 2.5' gutter pan)	None, 10' secondary trail adjacent	None	None	None	4' + 2.5' gutter pan	5'
Travel Lane Width	9'/9'	8.5'	9'/10'	9'	10'	11'
Left-Turn Lane Width (at intersections)	None	None	None	None	None	10'
Striping Required	No	No	No	No	Yes	Yes
Raised Median (face-to-face of curb)	None	None	None	None	None	14'
Sidewalk Width	5' on residential side, 10' secondary trail	5'	6' on residential side, 10' secondary trail	6'	6'	7'
Detached Sidewalk Required	No	No	Yes	Yes	Yes	Yes
Landscape Strip Width ² .	6', may be reduced to 2' adjacent to open space	None	6', may be reduced to 2' adjacent to open space	6'	20'option on one side /12' incl. sidewalk	6' min.

1. Adjacent to alley loaded residential only.

2. Landscape widths may be reduced at pinch points.

3. City may require 6' strip inside shoulder in-lieu of constructing one-half of a median on arterials and parkways.

4.5 TRAFFIC CALMING MEASURES

Collector streets and residential streets may include traffic calming devices to slow traffic and discourage non-resident traffic in neighborhoods. The measures also enhance the pedestrian experience, and thereby encourage people to walk by slowing traffic and provide shorter crossing distances at intersections.

The City has prepared a Neighborhood Traffic Management Plan (NTMP) that addresses traffic calming Chapter 7 of the NTMP identifies approaches for traffic calming in new neighborhoods. Please refer to <http://www.cityofranchocordova.org/Index.aspx?page=138>. The potential traffic calming measures may include but are not limited to the following examples.

4.5.1. Traffic Circles and Roundabouts

Traffic circles and roundabouts will be located at selected intersections of collector streets and primary residential streets within the Plan Area. Figure 4-16 illustrates a typical, conceptual traffic circle design. The specific design of these features will vary depending on the local street configurations and therefore, the design will be included in the tentative subdivision map and final map for the affected subdivision. Such features will be developed at the discretion of the project applicant and City Engineer at the time of improvement plan approval.

4.5.2. Intersection Bulb-outs and Lane Width Restrictions

Bulb-outs and lane width restrictions may be used at residential street intersections to slow traffic within neighborhoods. Figure 4-17 illustrates a

typical intersection bulb-out design. The tentative subdivision map and final map for the affected subdivision will address location and specific design of these features. Such features are not mandatory, and the project applicant may develop them at their discretion with review by city plan review staff and the approval of the City Director of Public Works at the time of improvement plan approval.

Figure 4-16 Typical Traffic Circle

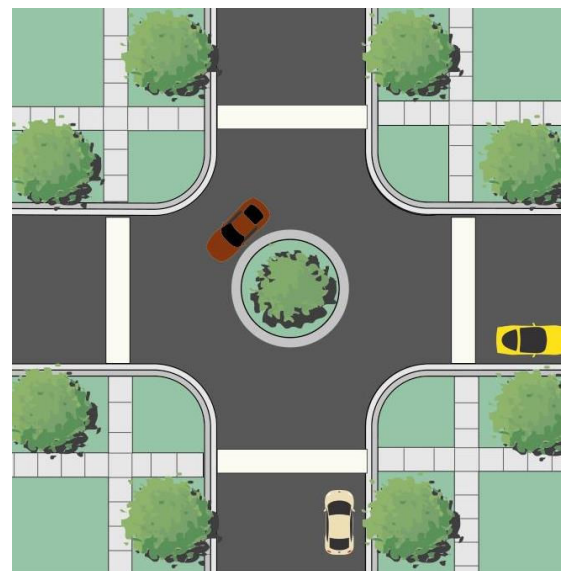
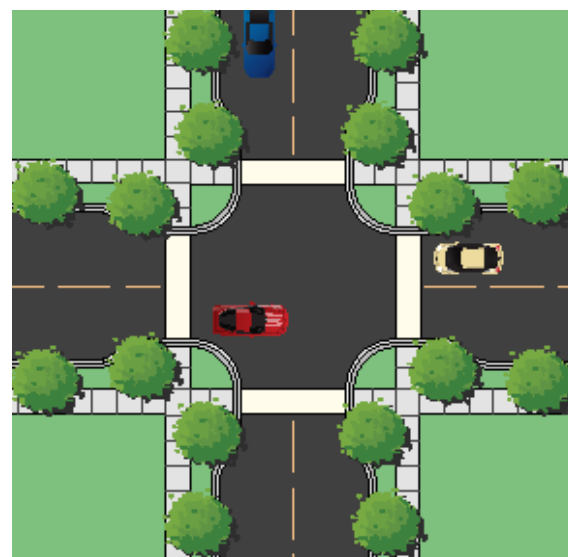


Figure 4-17 Typical Bulb at Residential Street Intersection



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4.6 EMERGENCY RESPONSE ROUTES

The routing of major streets is constrained by the natural open space areas and the high school/middle school and community park complex that create barriers to through streets. Thus, the routes for emergency response are more constrained than might otherwise be in a Plan Area of this size and configuration. However, the major streets are aligned in a modified grid such that all portions of the Plan Area are not more than one half (1/2) mile from a major street. Interior streets, including collector streets and primary residential streets, provide relatively direct emergency access to the center of each neighborhood.

The open space areas are directly accessible in most instances from a public street that abuts the open space.

4.7 PEDESTRIAN PATHWAYS, BIKEWAYS AND TRAILS

The Rancho Cordova General Plan promotes a bicycle-friendly community, where cycling is a viable mode of transportation. To facilitate this goal, the SCSP provides a safe, inviting, and convenient network of bike paths and trails that connect residential, commercial, employment, transit, and recreational destinations.

The network includes a wide range of bike and pedestrian paths, ranging from sidewalks adjacent to all classes of streets, small pedestrian ways (paseos) within neighborhoods, and informal bike paths along the edge of open space areas. The SunCreek Parkway is a major recreation trail that extends over three miles through the heart of the Plan Area and connects to the citywide trail network at each end.

Figure 4-18 shows the primary bike routes, secondary trails (paseos), and Class II bike lanes.

Figure 4-18 also illustrates the planned configuration of residential streets such that neighborhoods will be designed and developed at a pedestrian scale, generally less than ½ mile wide with less than a ¼ mile walk to a neighborhood center, usually a school and/or park. The streets will be a modified grid system with short block lengths for ease of pedestrian and bicycle mobility.

Figure 4-23 illustrates the accessibility of residences to the primary bikeway trail system. Approximately 96% of all homes are within ¼ mile of the primary trail system.

The alignment of bike trails that cross minor residential roads and collectors shall vary from its normal alignment swinging towards the centerline of the paralleling street as the trail approaches the intersecting street. The bike trail should connect with the handicap ramp at the curb return and cross the intersecting street at the location of the crosswalk.

After crossing the intersecting street, the bike trail would swing away from the street to its normal alignment. Applicable bike trail design standards shall apply to all trails. The appropriate striping, signing and bollards shall be used to warn the driving public of the bike trail crossing.

4.7.1. SunCreek Parkway (Primary Bike Route)

The SunCreek Parkway is a major off-street backbone trail system that ties the neighborhoods together and connects them to the other key destinations within the Plan Area and surrounding community. On-street bike lanes and pedestrian friendly streets augment the trail system to provide direct point-to-point connections between key uses within the plan.

Figure 4-18, Primary and Secondary Trails Master Plan



Note: This graphic does not show additional Class II bike lanes on some local streets.

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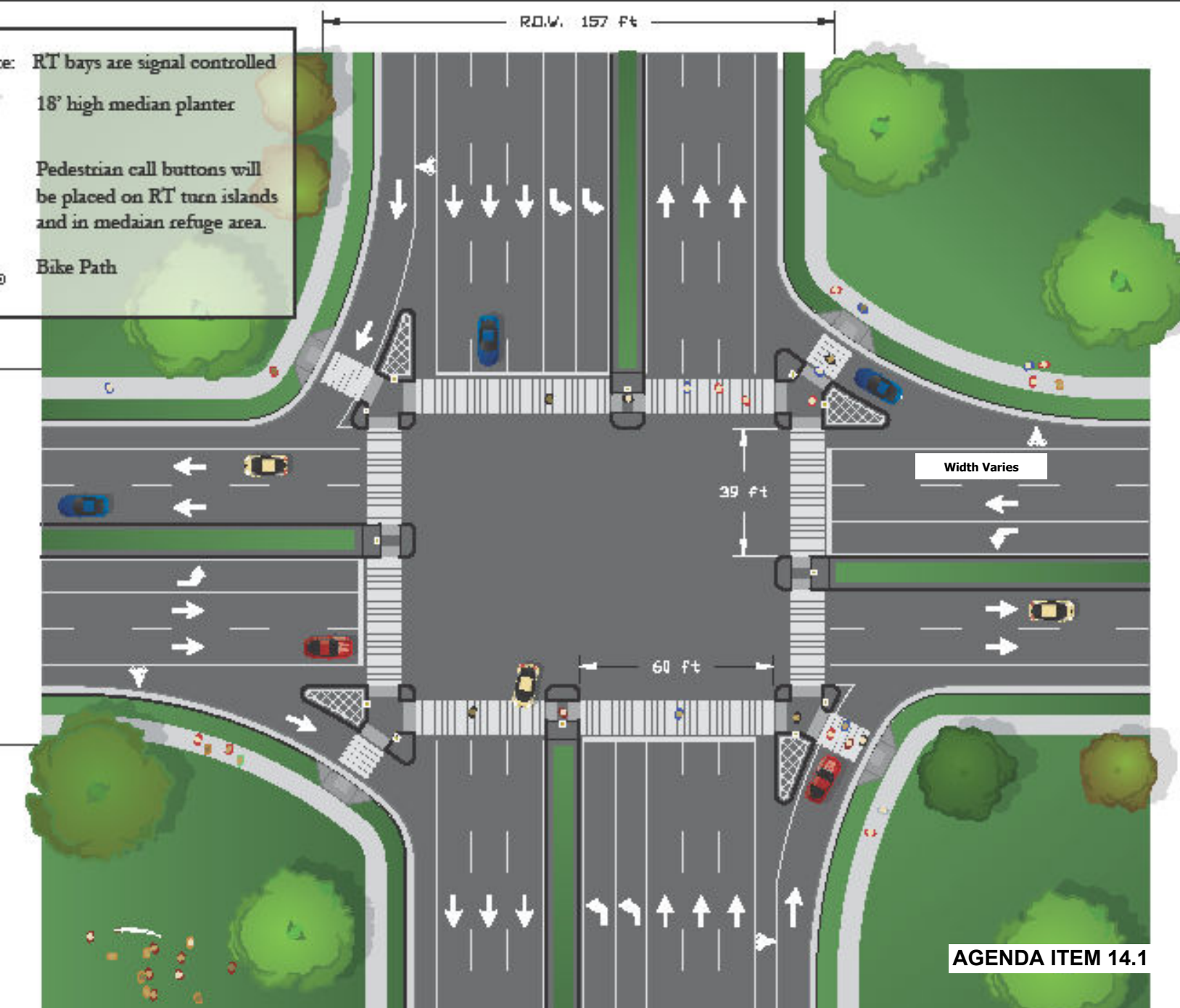
The backbone trail system connects residents to other major destinations such as schools, parks, transit stops, shopping, and job locations. The Parkway includes a portion of the planned citywide master bike trail system that runs through the heart of the Plan Area with connections to the surrounding community.

The typical bike path along the SunCreek Parkway will have a ten-foot (10') wide pavement section

some at-grade crossing will allow conversion to grade separated crossings if deemed appropriate in the future.

Major arterial street intersections will require special center medians and safety islands at turning lanes to provide a safe crossing for bicycles and pedestrians as illustrated in Figure 4-19. Lighting, signage, striping and colored, textured paving will enhance at-grade crossings.

Similar at grade crossings may be located along



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4.7.4. Greenway and Paseos

The SunCreek Specific Plan includes a network of Landscaped Greenways, Paseos and Pedestrian Promenades that connect to the backbone trail system and enhance the pedestrian and biking experience. Nearly all residences are less than ¼ mile from this network, as shown in Figure 4-23.

Most of the greenways are adjacent to the open space core and provide the route of the SunCreek Parkway trail system through the center of the Plan Area. Additional Paseos and Pedestrian Promenades in key locations extend the reach of the backbone trail system and provide more convenient access and direct bicycle and pedestrian travel routes. The SCSP establishes the general size and location of these corridors, but detailed designs will be further refined with future tentative maps and improvement plans. Site plans for mixed-use commercial centers that include Paseo or Pedestrian Promenade shall include such pedestrian ways as part of the design review process. The associated landscaping and amenities provide an attractive experience while taking into account safety issues and minimizing

water use and maintenance costs.

4.7.5. Safe Walk to School Routes

The location of the schools and the design of the street and pedestrian network is designed to facilitate and encourage walking or biking to school. Elementary schools are located in the center of neighborhoods to shorten walking distance and minimize major road crossings. Approximately 93% of all residences are within ½ mile of an elementary school. The schools are adjacent to primary residential or collector streets that provide safe connections to the surrounding neighborhood. Figure 4-18 shows schools connecting to the backbone trail system for easy access from neighborhoods and safe crossing of major streets, when necessary. Similarly, the high school / middle school complex near the center of the Specific Plan links to the backbone trail system for easy access.

Figure 4-20 Primary Trail Adjacent to Arterial Street and Open Space

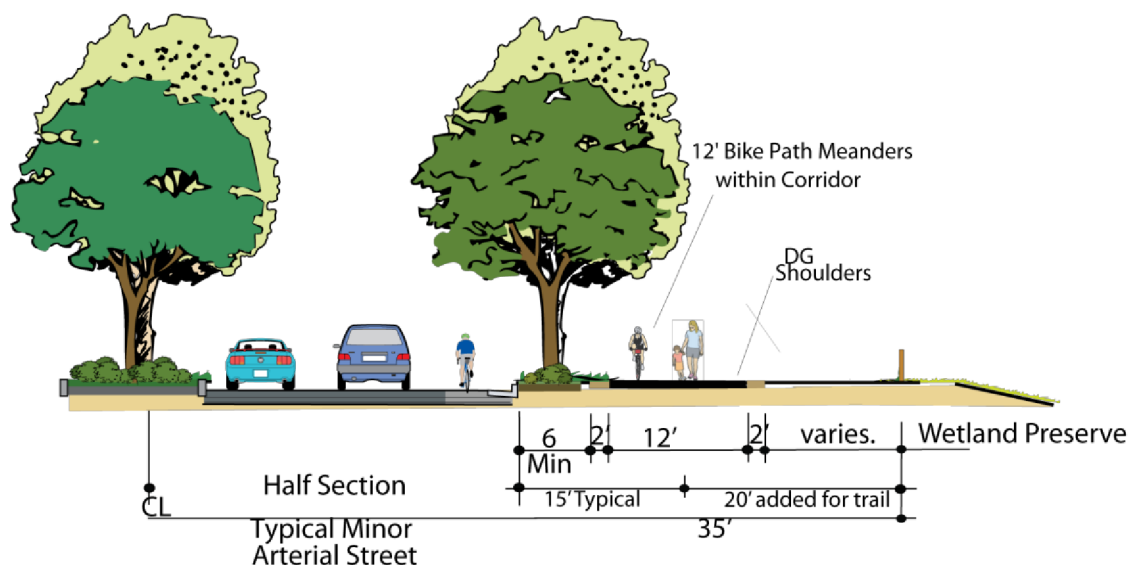


Figure 4-21 Secondary Trail Adjacent to Arterial Street and Commercial Land Use

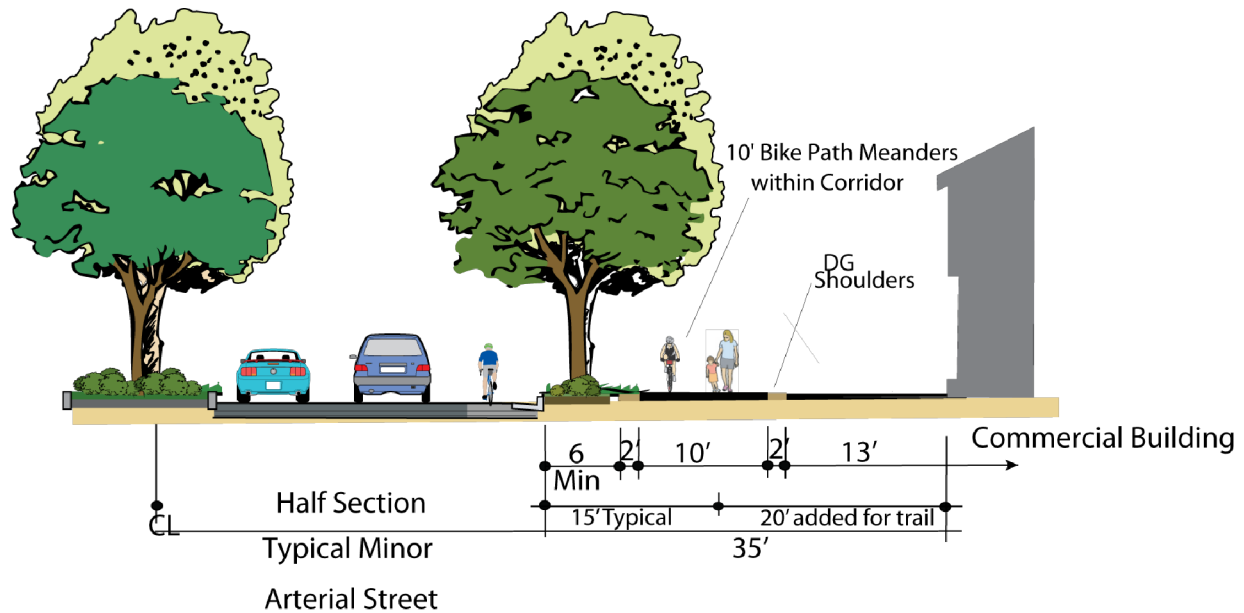


Figure 4-22 Primary Trail Adjacent to Arterial Street and Single Family Residential

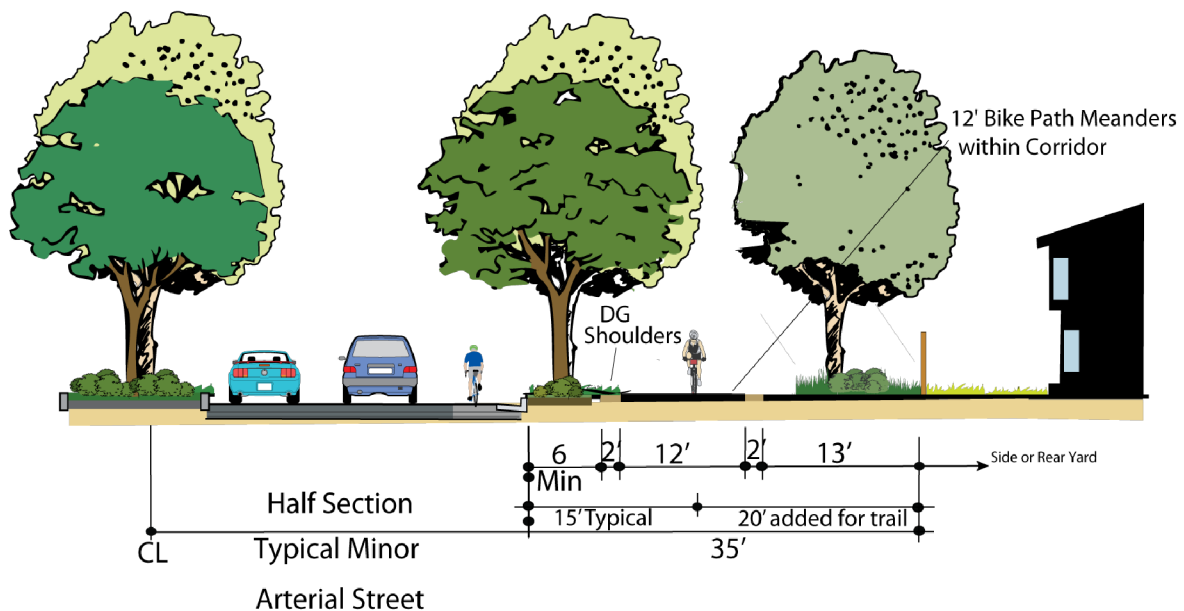
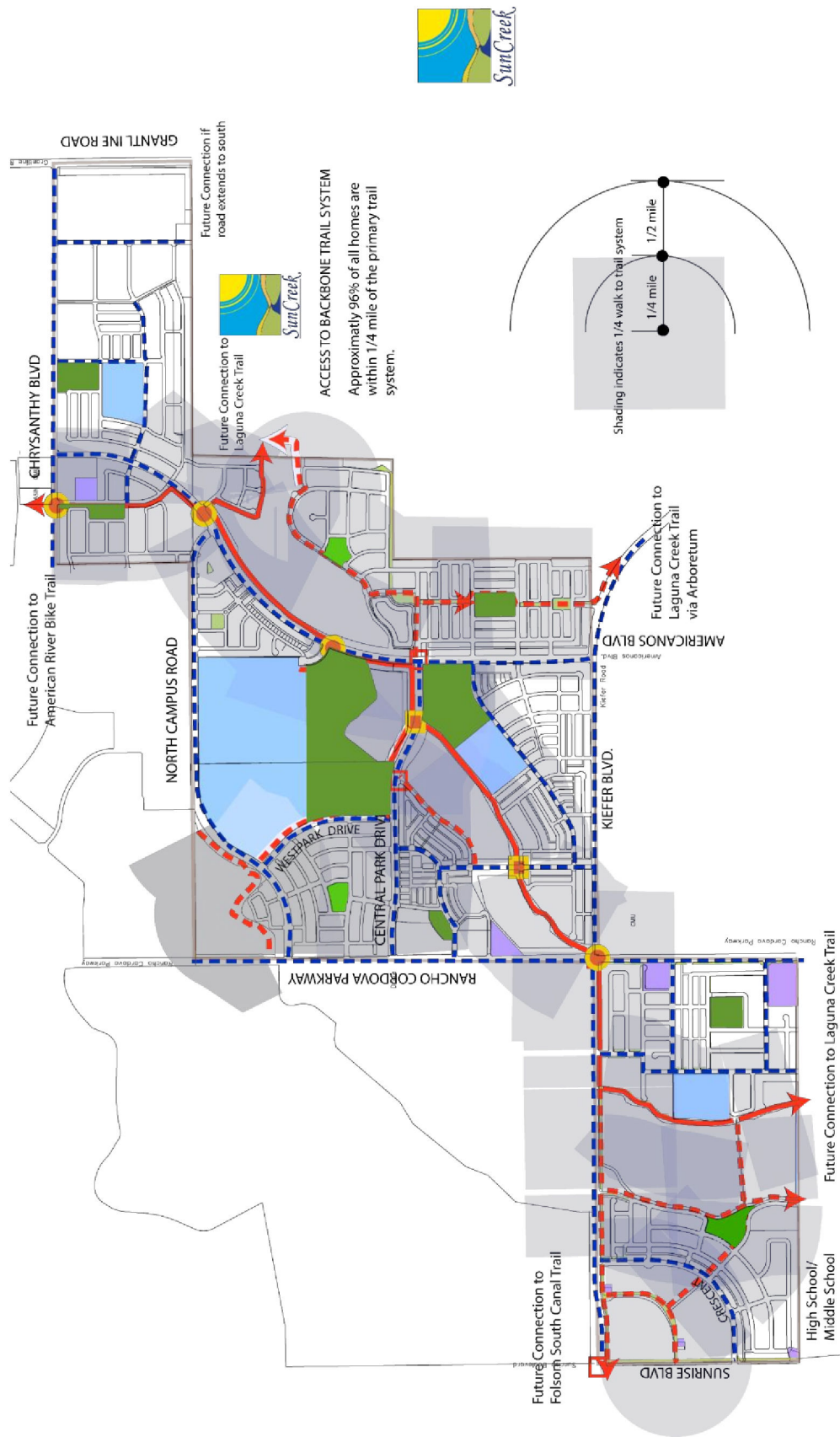


Figure 4-23 Pedestrian Access to the Primary and Secondary Trails Master Plan



CIRCULATION

4.8 PUBLIC TRANSIT

The General Plan establishes transit as a key component of the City's Circulation Plan. Currently, Sacramento Regional Transit District is the regional transit provider that operates bus and light rail service in and around Rancho Cordova.

The light rail transit (LRT) service parallels Folsom Boulevard, connecting downtown Sacramento with the City of Folsom, including transit stations in the City of Rancho Cordova.

In addition to Regional Transit, the City initiated transit services with the CordoVan service in the Zinfandel Corridor in the summer of 2009. The City General Plan Transit Master Plan (2006) identifies Rancho Cordova Parkway as a Signature Route and Sunrise Alternate Enhanced Transit

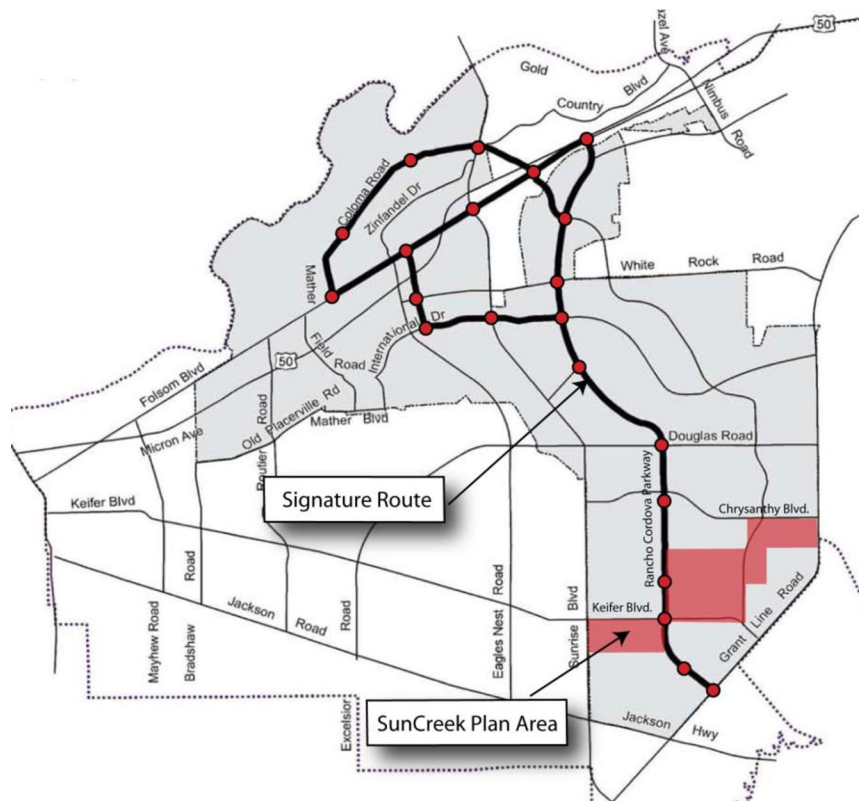
Route. Sunrise Boulevard is the Enhanced Transit Route.

The Transit Master Plan proposes a system of city, neighborhood and regional services. The "Signature Service" will connect residents to businesses, shopping and recreation, and will provide a branding mechanism that will serve broader economic planning goals.

Shuttle services will provide access to neighborhoods and businesses within the City, and will connect to Regional Transit's Light Rail Gold Line. Proposed regional services, coordinated with Sacramento Regional Transit, will focus on future Enhanced Transit routes and additional stations along the Light Rail Gold Line.

Neighborhood shuttles (CordoVan) will feed both the transit routes. Rancho Cordova Parkway through the SunCreek Plan Area can accommodate such future transit use. The site design concept for the commercial use at the

Figure 4- 24 City Transit Plan



CIRCULATION

intersection of Rancho Cordova Parkway and Central Park Drive will facilitate transit-oriented development. Refer to Volume II: Development Regulations, Section 1.6.10.

As the city grows, new routes will connect residential, commercial, office, and industrial areas. Potential new transit series include “enhanced transit,” jitneys, trolleys/streetcars, and other services that connect to the existing system.

Potential bus transit routes in the Plan Area could be located along Kiefer Boulevard, Rancho Cordova Parkway, North Campus Drive and Americanos Boulevard to provide connectivity to the major activity centers in the Plan Area.

Figure 4-25 illustrates the $\frac{1}{4}$ and $\frac{1}{2}$ -mile walking radius around anticipated transit stops in the described routing. Under these conditions, approximately 65% of all homes will be within $\frac{1}{2}$ mile of a future transit stop. The backbone trail system will provide safe and direct access to the transit stations from the remaining homes.

4.8.1. Bikeway Connections to Transit

The SunCreek backbone trail system depicted in Figure 4-18 provides direct bicycle and pedestrian connections between the neighborhoods and the potential transit stop locations shown in Figure 4-24 and will feed the City’s planned Signature Transit Route and Enhanced RT bus routes.

CIRCULATION

Figure 4-25 Potential Transit Stop Locations



CIRCULATION

4.9 SPECIFIC PLAN CIRCULATION POLICIES

The following policies are adapted from the General Plan for the SunCreek Plan Area.

Policy C 1. The SunCreek Plan Area shall discourage the use of cul-de-sacs on local roads, except where they are necessary due to site-specific concerns, such as property boundaries or habitat areas that preclude construction of through routes. When cul-de-sacs are used, they provide bicycle and pedestrian connections to trail systems or adjacent major or connector streets.

Policy C 2. The SunCreek Plan Area shall install traffic pre-emption devices for emergency vehicles (police and fire) at signalized intersections.

Policy C 3. The SunCreek Plan Area shall provide adequate access for police and fire vehicles where traffic calming devices or techniques are employed.

Policy C 4. Each park, school, commercial, office and multi-family use must provide at least one connection to the bikeway and pedestrian network. The connection will take the form of a paved and landscaped route between the main pedestrian path in the project and the adjacent bikeway.

Policy C 5. The trails, pedestrian paths and local pedestrian streets shall be an interconnected system of recreational and travel routes.

Policy C 6. The following table establishes the minimum widths for sidewalks in the SunCreek Plan Area. The City may adjust or increase these to accommodate special circumstances of individual projects.

Meandering sidewalks are acceptable in wide landscaped areas and should follow a natural shifting alignment rather than an un-natural oscillating alignment.

MINIMUM SIDEWALK STANDARDS

Street Classification	Sidewalk Width
Residential	5-6 feet
Commercial	7 feet
Major Arterial	7 feet

Policy C 7. The SunCreek Plan Area shall provide on-street bike lanes along all connector roadways and on local and major roadways.

Policy C 8. The SunCreek Plan Area shall use enhanced at-grade crossings, or grade-separated crossings if feasible, where the SunCreek Parkway crosses Rancho Cordova Parkway, Americanos Boulevard, and Chrysanthy Boulevard.

I.5. COMMUNITY DESIGN

5.1 PURPOSE

The Community Design Chapter addresses the community character in the areas that are commonly visible to the public. Primarily this is the street public right of way but may also include areas visible from the streets such as open space, parks and schools and landscaped areas outside of the right of way.

The community features addressed in this chapter include:

- streetscape and corridor landscapes,
- gateways,
- open space edges
- water management basins
- pedestrian promenades and trails,
- art in public places
- landmark opportunities

In addition to these specific features, this chapter also addresses the overall organization of neighborhoods and the hierarchy of the streets as a community design feature.

5.2 COMMUNITY DESIGN OBJECTIVES

The General Plan Urban Design Element promotes a high quality of life for the residents of the community. The SCSP responds to issues and objectives identified in the General Plan. These include:

- Ensuring that new development contributes to a sense of place and identity.

- Creating a high-quality urban design and architecture that is visually pleasing and inviting.
- Generating a theme with continuity through architectural elements, landscaping, lighting, signage and other features.
- Establishing compact mixed-use development that facilitates walking or cycling to work, stores, restaurants, and parks via pleasant pedestrian- and cyclist-friendly streets.
- Siting buildings within a project and along the street in pedestrian-friendly ways, along with encouraging high quality project design.

5.3 RELATIONSHIP TO OTHER ELEMENTS, PLANS AND PROGRAMS

This chapter is closely related to Volume II: Development Regulations. This chapter lays out concepts and intent for public spaces. Volume II: Development Regulations provides detailed standards for the private development areas.

This chapter also corresponds with Chapter 4, Circulation in that it addresses the design features of the streets defined in that chapter.

The neighborhood design standards implement the land use form concepts established in Chapter 2, Community Vision.

This chapter also provides design details that help to implement the protection of the resource conservation areas established in Chapter 6, Natural Resources.

5.4 COMMUNITY DESIGN SETTING

Gently rolling terrain and the dominant drainage corridor that will remain in permanent open space characterize the Plan Area.

The natural drainage way corridors will be accessible to the public along the edge of the preservation area open space. Therefore, the open space will provide a visual identity for the entire Plan Area. Natural vegetation species will provide an attractive visual edge to the open space and the surrounding neighborhoods.

The major east-west boulevards and the major drainage corridor will retain distant vistas toward the Sierra Nevada to the east. Attention to these distant views in the site design for all uses adjacent to the major east-west boulevards and the major corridor would add a notable design character to the plan.

5.5 COMMUNITY DESIGN THEMES

The fundamental community image theme of the Plan Area is pedestrian scale neighborhoods surrounding small, sheltering public spaces linked visually to large, contiguous open spaces. Small nodes of lively color and activity interconnected by a network of pedestrian and bicycle travel ways comprise the community. The public spaces will be focal points of design.



Small gathering spaces will be a hallmark of the commercial and public areas in SunCreek.

Clustered building forms, bright colors, water features, functional art, attention to detail,

comfortable sitting areas, and space for people to gather will be hallmarks of the central districts.

Beyond the central districts, the dominant theme element will be the open space. Landscaping, materials, lighting and signage will take their cues from the natural elements. Landscaping will tend to be naturalized rather than formal. Turf will be used sparingly and the plant palette will favor native or native compatible species. Natural ground covers, such as pea gravel and decomposed granite will be common.

5.6 NEIGHBORHOOD FORM

The SCSP emphasizes the livability of neighborhoods in the design for pedestrian friendly streets, ease of pedestrian access to the commercial and commercial mixed-use centers, and in the design of neighborhoods with their orientation to neighborhood parks and linear open space.

The neighborhood spatial form relates directly to the land use principles set forth in SCSP Chapters 2 and 3. In keeping with the General Plan building block concepts and the General Plan Land Use Smart Growth Principles, (refer to SCSP Sections 2.2.1 and 2.2.2) the SunCreek residential neighborhoods will be pedestrian friendly with a well-defined core of public and commercial uses. A network of pedestrian corridors that extend outward from the commercial center, and connect with the neighborhood parks serves each neighborhood.

As illustrated in Figure 2-3, the neighborhoods in the Specific Plan will be generally consistent with the following guiding principles.

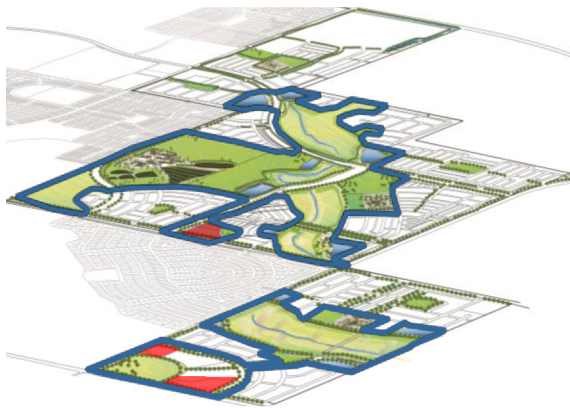
- Neighborhoods have a radius of approximately one-quarter to one-third mile.
- The edges of the neighborhood are identifiable by use of landscaped areas along major streets or natural features, such as permanent open space.
- Each neighborhood includes a distinct center, such as an elementary school,

neighborhood park, and/or a mixed-use commercial area within a reasonable walking distance of the homes, approximately one-half mile.

- Residences are oriented toward the parks and open space. The neighborhood parks have frontage on at least two single-loaded streets to provide for visibility and ready access.
- A single loaded street and/or a pedestrian trail, as illustrated in Figure 5-1 front all open space areas.

5.7 OPEN SPACE AND THE GREAT PARK CONCEPT

The “Great Park “ concept includes not just the community park and open space, but all of the public buildings and spaces connected to those features. The “Great Park” is similar to the “Great Room” concept in residential design in which several living spaces are interconnected through a flowing open room.



In the Great Park concept the extensive open space is the focal element that links clustered public spaces to maximize open feel. The open space visually extends these active public spaces to allow maximum connectivity and grand vistas.

Figure 5-1 illustrates the core structure of extensive open space, parks, and school complex in the center of the plan. This expansive open area provides the signature feature for the community that includes the major social,

recreational, and institutional elements. This core area also serves as the hub for the pedestrian network.

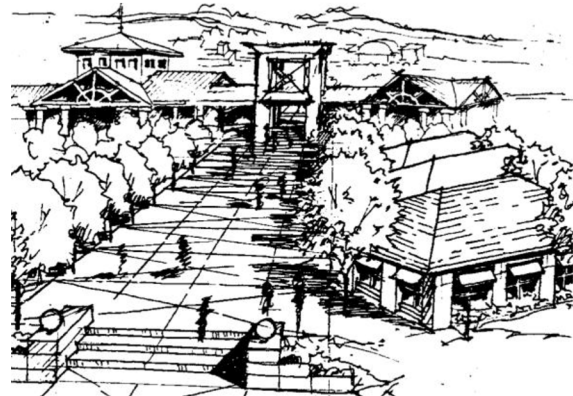
5.8 LANDMARK OPPORTUNITIES

The proposed land use pattern provides some interesting possibilities for landmarks that would add to the distinctive character of this plan area.

The rolling terrain and the extensive open space will allow views of landmark buildings within the Plan Area. For example, the proposed high school/ middle school and community park complex will occupy some of the highest ground in the Plan Area. This combined site of over 130 acres is a visual focal point of the plan. Figure 5-1, Community Design Features identifies this prominent location.

Not only is this a large, visually prominent area, it connects directly to the linear open space afforded by the resource conservation area and the adjacent buffer areas.

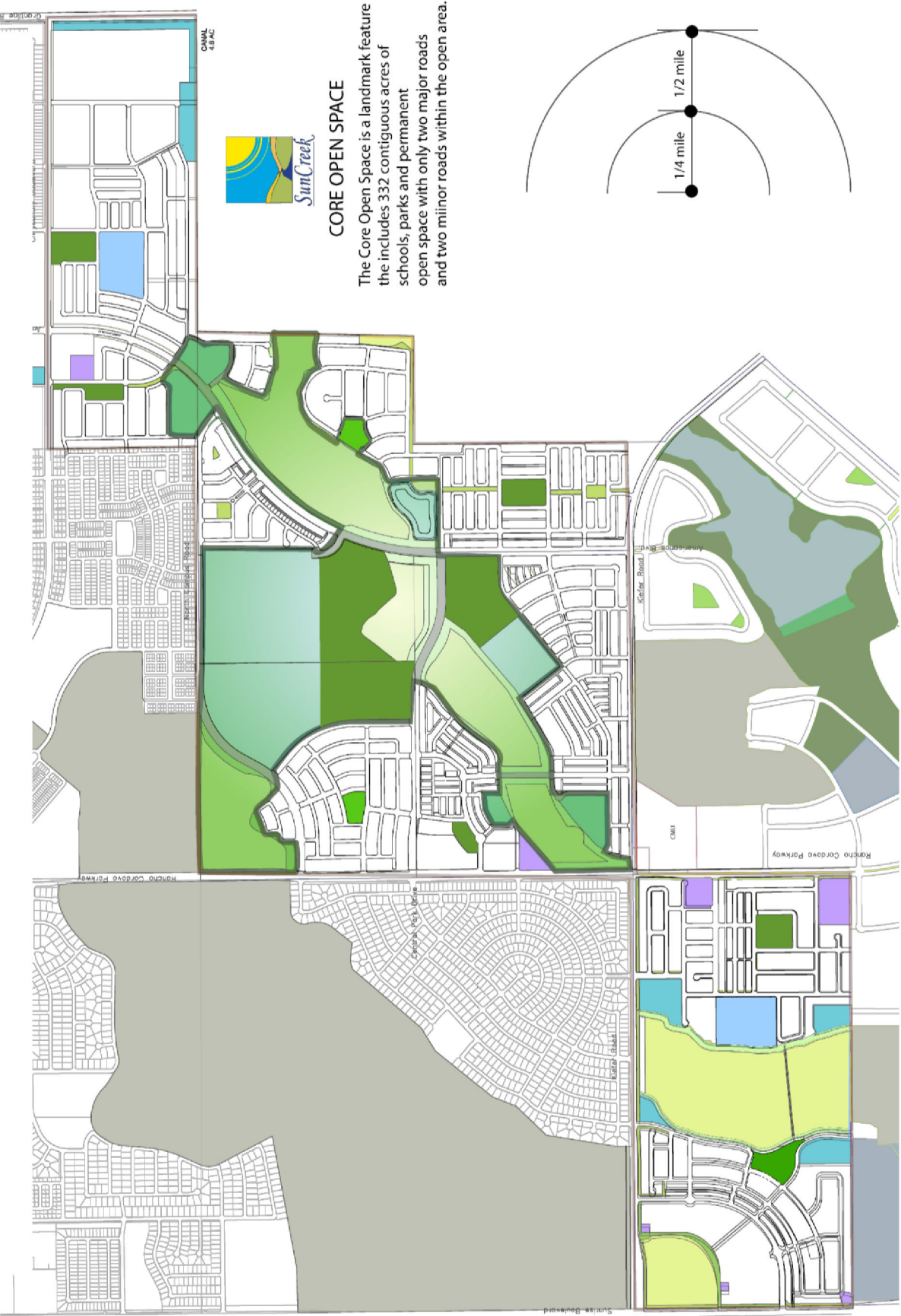
Similarly, the open spaces adjacent to the Village Center sites will provide attractive vistas from the adjacent roads and open space areas.



Conceptual view of landmark buildings.

Distinctive architecture and landmark buildings located in the school campus and the commercial centers would be visible for considerable distances due to the relatively higher elevation and the adjacent open space.

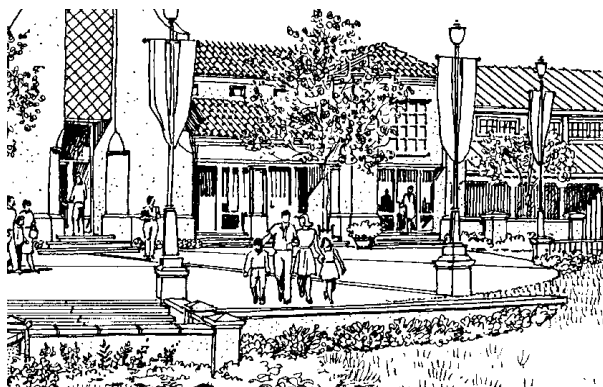
Figure 5-1 SunCreek Core Open Space



- The Elk Grove Unified School District is encouraged to include a dominant building near the highest elevation on the high school/middle school campus to create a landmark feature visible from a distance.
- All development in Village Center (VC) zone districts shall include a building form that serves as a landmark feature.

5.9 PEDESTRIAN PROMENADES AND TRAILS

Pedestrian trails will be common throughout the Plan Area; however, there are opportunities to create enhanced pedestrian areas that become promenades in the Village Center and Regional Town Center areas. As envisioned in this plan a promenade is a wide pedestrian concourse with landscaping, pedestrian scale lighting, and seating areas. Outdoor dining, food carts, shops and entertainment would be located adjacent to, or near, the promenade. The intent is to provide specific locations for people to walk and socialize in a community setting.



Example of promenade adjacent to commercial use and open space.

Figure 5-2, Community Design Features identifies three potential promenade locations. Each of these is adjacent to a commercial center and passes by open space or a park. Two of these are adjacent to a resource preservation area or a

drainage course that could provide an open space edge. The third promenade is along Central Park Drive where a pedestrian street provides a wide sidewalk connecting the Village Center on Rancho Cordova Parkway to the community park and high school complex.

5.10 ART IN PUBLIC PLACES

The use of art in public places, both in civic locations and as part of private developments, contributes to the identity and character of the SCSP. Public art can enhance the landscape and provide focus within public spaces.

The individual builder may include art in public places as an optional amenity. Art is not limited to conventional pieces, such as statuary and murals, although these have their place and are welcome in the community. Art can be an integral part of the public space that includes street furniture, playground equipment and other utilitarian features. The SCSP endeavors to make art an integral component of the built environment by encouraging opportunities for art in the most common elements of the community.



Art as a play structure.

RCMC Section 23.722.050 identifies public art as an additional amenity in pedestrian oriented spaces, particularly those greater than 5,000 square feet. Volume II includes a guideline for art in public places within the Center form based zone designated areas.



Art as a public sidewalk improvement.



Art in public spaces.

5.11 STREETScape AND CORRIDOR LANDSCAPES

The backbone street system including the minor arterial streets, collector streets and pedestrian streets defined in Chapter 4 establish the framework for the neighborhoods. Typically, these streets form the edge of neighborhoods rather than slicing them into sub-areas.

5.11.1. Major Street Characteristics

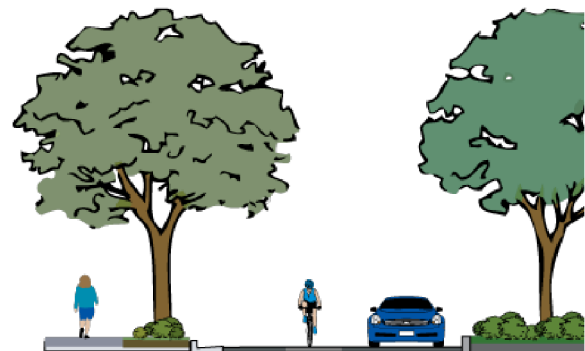
Streets are a primary, inviting public places in a community. The general objectives for all streetscapes are:

- Provide identity and sense of place for the SCSP.
- Reinforce the sense of pedestrian scale in areas intended for pedestrian use.
- Create defensible and visually accessible common areas.
- Screen unattractive but essential features, such as utility equipment installations.
- Conserve water.

Table 4-1 in Chapter 4 Circulation provides the specific standards for landscape corridor widths along all arterial and collector streets.

5.11.2. Neighborhood Street Characteristics

Local streets offer a variety of vehicle and pedestrian paths connecting to the major roadways. This street system disperses traffic to create greater variety in route choices and distribute traffic throughout the neighborhood.



Tree canopy shading will be typical on all neighborhood streets.

As described in Chapter 4, Circulation, the neighborhood streets will be as narrow as traffic safety will allow enhancing the pedestrian scale. As described in Volume II: Development Regulations, homes may be placed near the sidewalk and should provide a porch or other living space oriented to the street.

5.11.3. Street Landscaping

Landscaping should soften the built environment and create attractive places. Landscaping should relieve the overall mass and scale of the structures, frame outdoor spaces, and create a strong sense of place. Landscaping should also reduce the heat-island effect caused by paved surfaces and minimize the need for irrigation. The landscaping helps to create visual interest, and promotes and nurtures the concept of an “urban forest”. Given the relatively dry setting and the lack of native trees in the plan area, the landscaping will emphasize drought resistant native or native compatible species.

On the major streets, trees will provide shade along the street edge and sidewalk. Shrubs and groundcovers will be selected for an open, naturalized look, rather than placed in regimented rows.



Example of naturalized landscaping.

5.11.4. Streets Along Open Space Edges

Open space is a dominant visual feature in the Plan Area. In many locations, streets will run adjacent to, or cross, open-space areas. Figure 5-1, Community Design Features illustrates the location of the major streets adjacent to natural open space. Arterial and collector streets, notably Kiefer Boulevard, Rancho Cordova Parkway and

Americanos Boulevard will cross the open space corridors. Many local residential streets will also front on open space as shown in Figure 5-2 Community Design Features. These conditions present special opportunities to view the open space at many locations throughout the plan. This exposure to the extensive open space along roadsides will help reinforce the unique character of this plan.

5.11.5. Street Furnishings

Street furnishings (including benches, trash receptacles, bollards, planters, bus shelters, and other similar amenities) within landscape corridors shall not interfere with clear-vision standards for street intersections, or pedestrian movement along the sidewalk.

5.11.6. Street Lighting

Volume II: Development Regulations provides detailed standards for outdoor lighting. In general, the street lighting plan will emphasize pedestrian lighting.

5.11.7. Walls and Fences

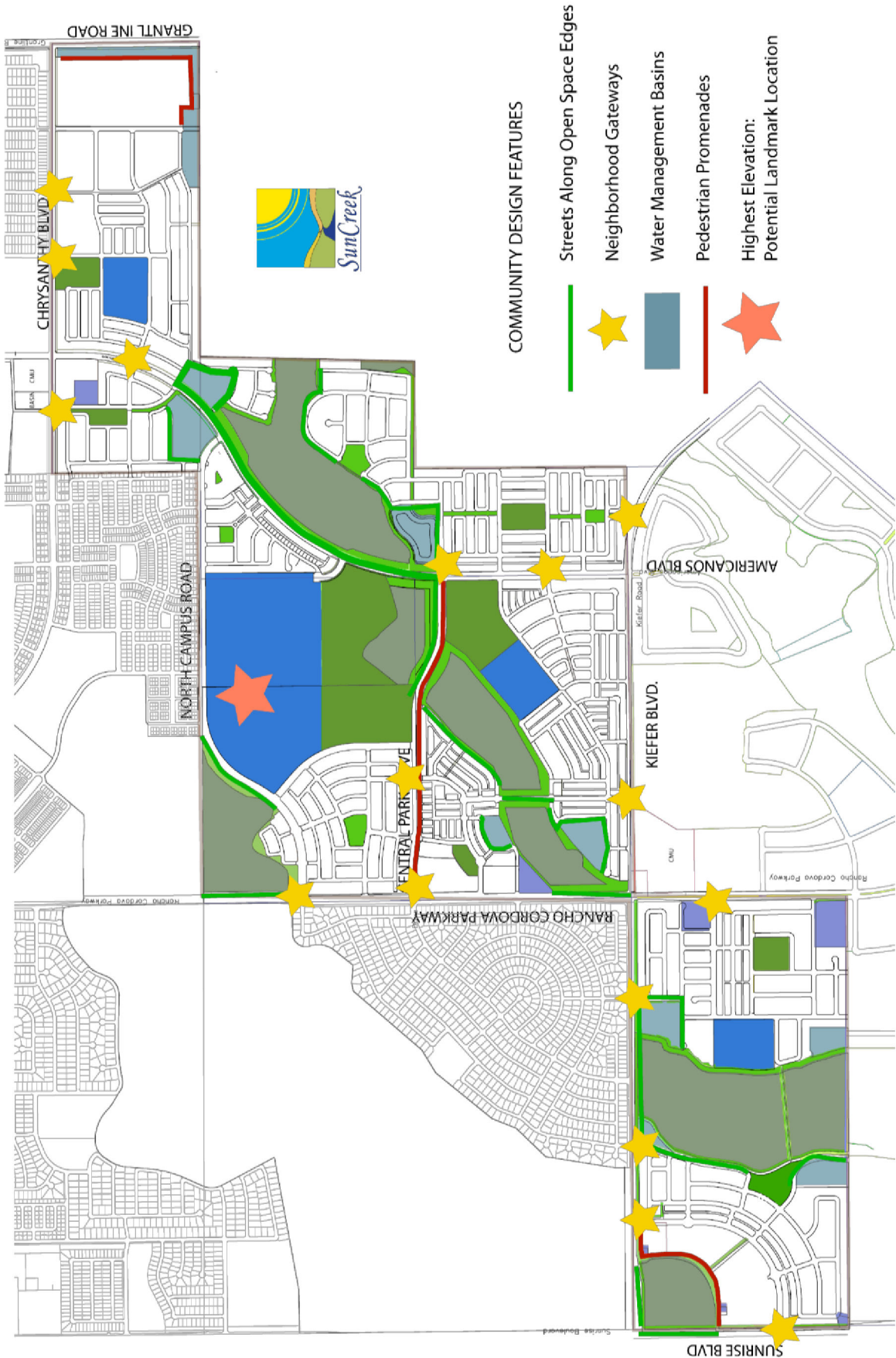
The Plan generally minimizes the need for sound walls along the major street corridors. Alley loaded town homes, cottages, multi-family housing, parks, open space, and commercial uses are the most common uses located along major streets. Walls and fences screen public facilities, provide sound barriers, privacy, and security for private property, and bar entry to environmentally sensitive areas.

Volume II: Development Regulations Section 1.5.6 provides development standards for walls and fences.

5.11.8. Neighborhood Gateways

Neighborhood entrances are enlarged landscape areas added to the landscape corridors at highly visible street intersection locations. Entrances

Figure 5-2, Community Design Features



provide a distinct gateway and a common design element that visually distinguishes individual neighborhoods in the Plan Area. Inclusion of a common design element, color, symbol or other distinguishing characteristic will also establish an identity for the entire SunCreek Plan Area.

Figure 5-2 Community Design Features identifies the conceptual location of neighborhood gateways throughout the plan. The applicant for individual subdivisions will determine the specific location and design character of the gateways.

5.12 WATER MANAGEMENT FEATURES

Water management basins are typically located along the edge of the primary drainage corridor. Figure 5-2 Community Design Features shows the location of the basins. Additional basins may be required within the planned development areas.

The significant number of basins and their prominent locations make them a dominant visual element.

All basins will be visual amenities that are an extension of the landscape on the nearby streets. In most instances, this will involve naturalized drought tolerant and low maintenance landscaping. The basins may have a semi-permanent pool serving water quality purposes.



Example of naturalized detention basin adjacent to landscape corridor trail.

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I.6. NATURAL RESOURCES

6.1 PURPOSE

The Natural Resources Chapter identifies the ways in which the SunCreek Specific Plan (SCSP) will protect, maintain, and enhance its natural resources for the betterment of current residents and future generations. It also addresses conservation of all resources, including air, water supply and quality, soils, and energy for the common good. This Chapter identifies the preservation of wetland and habitat resources within the Plan Area.

6.2 OBJECTIVES

The resource objectives addressed in this Chapter respond to the General Plan. These include:

- Protecting wildlife and wetlands areas.
- Ensuring compatibility and mutual benefit, to the maximum extent feasible, between mitigation preserves and urban development.
- Reducing the impacts of new development on the use of water resources.
- Maintaining continuous and uninterrupted connections between mitigation preserves where not interrupted by existing development to allow species migration and minimize habitat and species isolation.
- Reducing solid waste production and promoting recycling activities that seek to reduce the amount of solid waste to state-mandated levels.

6.3 NATURAL RESOURCES

The Plan area includes gently rolling grassland crossed by shallow natural drainages. Various

wetland types, including vernal pools are found throughout much of the area but are generally concentrated near the Laguna Creek drainage corridor.



Image of the primary drainage corridor following a winter storm. This area would be part of the proposed natural resources preservation area.

6.3.1. Conceptual Level Strategy

In March through May 2004, representatives of the US Fish and Wildlife Service, US Environmental Protection Agency, and the US Army Corps Engineers (Agencies) met to formulate a conceptual-level strategy for avoiding, minimizing, and preserving aquatic resource habitat in the Sunrise-Douglas Community Plan Area (SDCPA), of which the SunCreek Plan Area is a part.

The intended result of this effort is to achieve reasonable protection and conservation of federally threatened and endangered species consistent with the Corps' obligations under Section 7(a) (2) of the Endangered Species Act (ESA), while taking a regional approach to avoidance and minimization of impacts to waters of the US, including wetlands, in accordance with Section 404 (b) (1) guidelines under the Federal Clean Water Act.

NATURAL RESOURCES

To meet the goals of ESA and the Clean Water Act, the Agencies arrived at the boundaries of “Preserve Areas” based on best professional judgment and best available information regarding regional and site-specific biology and hydro-geomorphology (such as wetland delineations, species accounts, and environmental impact reports), while recognizing that development is planned in the area. Of particular focus is the preservation of vernal pool complexes and corridors for Morrison Creek and Laguna Creek.

The developers and planners used the conceptual level strategy to guide planning of projects in the SunCreek Plan area. The Agencies will use the strategy to aid in the review of proposed development and evaluate the probable individual and cumulative effects on aquatic resources and sensitive species.

The Agencies anticipate that permit decisions and biological opinions will be completed on a case-by-case basis, using site-specific project and aquatic resource habitat information. Each proposed project would be evaluated on its own merits within the larger context of the conceptual strategy. Depending on the particular hydrology, habitat features, and development plans for a particular parcel, the conceptual preserve boundaries may need to be adjusted to minimize direct and indirect impacts to aquatic resources. Appropriate compensatory mitigation will be developed following demonstrated avoidance and minimization of project impacts.

Figure 6-1 illustrates the conceptual preserve area identified in the SunCreek Plan Area. This boundary differs slightly from the Sunrise-Douglas Community Plan Area Conceptual-Level Strategy for Aquatic Resource Protection, dated July 2004 to reflect consideration of road alignments.

6.3.2. Strategy Principles and Standards

The following ten principles form the basis for the conceptual strategy. These principles and the

identified Preserve Area guide the development of the SunCreek Specific Plan and its associated infrastructure master plans.

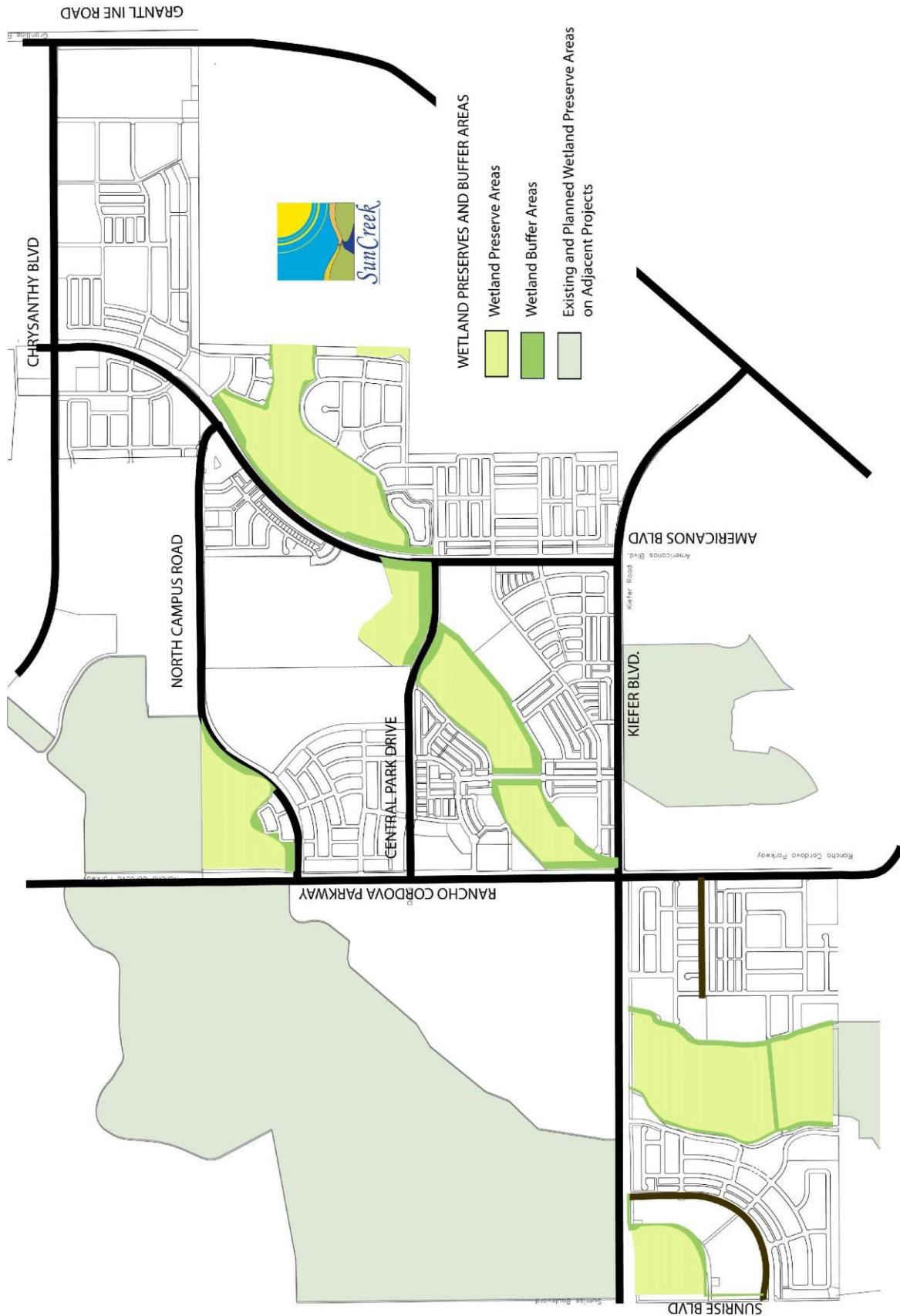
Principle 1. Maintain the overall hydrologic integrity of the Preserve Areas so as to ensure that there will not be a net loss of functions and values in the preserve areas as a result of adjacent development. This includes minimizing changes to the distribution, frequency and duration of flows, including restricting summer nuisance flows.

Principle 2. Maintain corridors and large areas for wildlife and the propagation of flora. Preserve vernal pool hydrology and integrity to benefit listed plants and invertebrates. Establish interconnected conservation areas that are managed in perpetuity and tie into existing local and regional planning efforts. Provide for meaningful conservation of sensitive plant habitats for species integrity and long-term survival.

Principle 3. Manage storm water flows to minimize changes to the existing flow regime and to maintain or improve existing water quality in the Preserve Areas, including minimizing changes to the baseline flows in the receiving waters to the extent practicable and not allowing untreated discharges to occur to the aquatic resources in the Preserve areas.

Principle 4. Use elevated roads, arched culvert crossings and other practices for transportation corridors that must traverse Preserve Areas to the extent that is practicable to minimize direct and indirect impacts to aquatic resources in the Preserve Areas and to avoid significant impacts to the functions and values of the Preserve Areas.

Figure 6-1 Location of Proposed Natural Resource Preservation Areas



NATURAL RESOURCES

Principle 5. Use conservation design elements to minimize the effect of adjacent development on the Preserve Areas by constructing, to the extent practicable, single-loaded roads where housing directly abuts Preserve Areas, designing roadside landscaping to drain (surface and subsurface) toward urban features and not towards the Preserve Areas, and orienting houses so that the front living area faces the Preserve Area. Fences should be low and not restrict visibility into the Preserve Area. Impervious surfaces would be minimized. Within the development area, storm water/water runoff plans would be designed to use BMPs such as vegetated swales, infiltration trenches, and constructed wetland filter strips to treat storm water and water runoff from the development areas.

Principle 6. Locate compatible land uses next to Preserve Areas. The preferred land uses adjacent to the Preserve Areas are parks, hiking trails, athletic fields, and other forms of open space areas. Trails and bike paths to provide circulation within a development area would generally be located outside the Preserve Areas; and would only be permitted to cross the Preserve Areas if it is determined, on a case by case basis, that such crossings are necessary from a circulation standpoint and will be constructed in a manner that prevents adverse impacts to the functions and values of the Preserve Areas.

Principle 7. Mow-only firebreaks may be located at the outer edges of Preserve Areas. Mowing within the Preserve Areas should be conducted consistent with achieving the goals of the preserve management plan, including promoting native/discouraging non-native species. Firebreaks that necessitate herbicide application or tilling, plowing or other soil disturbance would be located outside of the Preserve Areas.

Principle 8. Ensure Preservation Areas are protected in perpetuity. This includes establishing buffers and not locating lot lines within the

preserve boundary. Areas would be protected in perpetuity through conservation easement that is adequately funded for maintenance and managed by a conservation-oriented third party. Preserve Areas would be fenced and signed.

Principle 9. Implement mitigation measures (avoidance, minimization, and compensation) that adequately offset direct and indirect impacts to aquatic resources and listed species. In general, establishing the Preserve Areas is considered a regional measure to achieve impact avoidance and minimization. Vernal pools that are directly impacted by projects should be mitigated at ratios equal to or greater than 2:1 for preservation and 1:1 for creation/restoration. Vernal pools indirectly affected should be mitigated at ratios equal to or greater than 1:1 for preservation and 1:1 for creation/restoration. Preservation and creation/restoration will generally be completed in the same watershed but not within, or in a way that would affect, existing wetland complexes. On a case-by-case basis, preservation credit may be given for vernal pools in the Preserve Areas (except for the 250-foot wide indirect impact zone). Excellent opportunities exist in or near the SDCPA for the establishment of a vernal pool conservation bank(s) and a wetland compensatory (i.e., restoration/creation) mitigation bank(s).

Principle 10. Recognize the realities and constraints placed on construction design due to infrastructure and market-driven forces by considering the costs of avoidance and mitigation measures and choosing measures that are the most cost effective way to achieve the long-term goal of maintaining the biological functions and values of the Preserve Areas.

The following sections describe the typical approach to managing and protecting resources in the Specific Plan Area. Development standards that regulate specific design features for resource management are included in SCSP Volume II: Development Regulations Sections 1.5.7 and 1.5.8.

6.4 WATER QUALITY

Sub-surface pipes will carry storm waters and other drainage toward the detention basins and water quality facilities located throughout the Plan Area. The primary design principle is to prevent direct urban drainage discharge into the main drainage corridor until it receives detention and water quality treatment prior to discharge. To achieve this objective, detention basins are strategically located throughout the project to capture all runoff from the developed areas up to and including the 100-year design event. Each detention basin will include the capability to treat urban runoff to acceptable levels and to detain and release storm runoff to mitigate any downstream hydro-modification impacts that would otherwise occur without detention basins.

Water quality improvement facilities will typically be integrated with detention basins but may also be located as independent facilities in the open space buffer areas between the developed areas and the Preserve Area. Each water quality feature will be unique to reflect the water volumes, terrain, and specific conditions at each site. In general, the detention basins will incorporate wet basins to treat urban runoff prior to discharge, infiltration trenches to capture and retain summer-time nuisance flows, and outlet control structures specifically designed to control the release of flows from the detention basin to levels that mitigate downstream hydro-modification impacts of the development. SCSP Volume II, Development Regulations Section 1.5.8 addresses water quality protection.

All structures that discharge water to the Preserve Area shall avoid concentrations of water flow that could cause soil erosion.

6.5 WATER CONSERVATION

The General Plan includes the goal to *"Protect the quantity and quality of the City's water resources."* (RCGP Goal NR.5)

This goal is to be implemented through the policies to "promote water conservation within

existing and future urban uses", (RCGP Policy NR.5.1) and "encourage the use of treated wastewater to irrigate parks, golf courses, and landscaping". (RCGP Policy NR.5.2)

While reclaimed wastewater is not yet available in the greater Sunrise Douglas Community Plan area, the City has chosen to require the installation of a reclaimed water pipeline connecting the major irrigation areas within the planning area. Until reclaimed wastewater becomes available, it is the intent of the City and the Sacramento County Water Agency to provide potable water to the recycled water system within this SunCreek Specific Plan Area.

The SunCreek Specific Plan will implement these policies by:

- Promoting water conservation efforts through education.
- Installing low-flow appliances and fixtures in all new development.
- Utilizing irrigation systems that reduce water consumption, such as drip irrigation and/or gray-water systems.
- Installing drought-tolerant vegetation and use water-efficient irrigation systems in landscaped public areas.
- Installing a "purple pipe" system throughout the Specific Plan Area to deliver recycled water to the major parks and landscaped areas within the SCSP Area.

6.6 URBAN FOREST PLAN

The City General Plan includes a goal to *"Encourage the planting and preservation of high-quality trees throughout the City."* (RCGP Goal NR.4)

The few existing trees that are within the SunCreek Plan Area are located around former homestead sites.

Nonetheless, even the General Plan policies addressing preservation of landmark tree resources are applicable when applied to ensure

NATURAL RESOURCES

the protection of future resources that will result from new tree plantings.

"Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental value." (RCGP Policy NR 4.1)

Improve overall landscaping quality and sustainability in all areas visible to the public. (RCGP Policy NR 4.2)

Promote trees as economic and environmental resources for the use, education, and enjoyment of current and future generations. (RCGP Policy NR 4.3)

Consequently, all policies in this section relate to creating and preserving an urban forest in the developed areas and along the edges of permanent Preserve Areas described in the natural resources section.

The urban forest would include all trees in private yards, the landscaping in the parking areas and around buildings in the non-residential uses, the street trees, park trees, and natural landscaping in the useable open space areas.

SCSP Volume II: Section 1.5.3, Landscape Standards provides development guidelines to establish minimum planting standards and require appropriate tree species and planting densities within newly landscaped areas that are visible to or shared by the public. The guidelines will be consistent with the adopted City Tree List.

6.7 SOILS RESOURCES

Protection of the soil resources in this Plan Area relate primarily to minimizing soil erosion during construction activities. Implementation of Best Management Practices (BMPs) during construction would avoid this concern. SCSP Section 5.12 addresses Water Quality issues.

6.8 ENERGY RESOURCES

The City General Plan includes a goal to *"Reduce per capita energy consumption."* (RCGP Goal NR.7).

Under this goal the fundamental policies that relate to the SCSP are to "promote the development and use of advanced energy technology and building materials" (RCGP Policy NR.7.2), and to "encourage the development of energy efficient buildings and subdivisions" (RCGP Policy NR.7.)

The development in the Plan Area will include energy conserving design and materials where feasible. Energy conservation techniques and materials will undoubtedly become more affordable and effective during the build-out of this plan. Homebuilders will adapt the feasible and cost-effective technologies to remain competitive, as homebuyers demand lower annual operating costs and homes that are more efficient.

SCSP Volume II: Development Regulations, Section 1.5.7, includes standards and guidelines to achieve energy conservation in individual buildings and in the urban design of common areas.

6.9 AIR QUALITY

Sacramento County does not comply with Federal or State mandated air quality regulations. Internal combustion engines such as those in cars, trucks and off-road vehicles are a major source of ozone emissions. These precursors include reactive organic gases (ROG) and oxides of nitrogen (Nox).

The Sacramento Air Quality Management District (AQMD) has endorsed the Air Quality Management Plan for the SunCreek Plan. The plan includes many features designed to minimize ozone emissions and other pollutants. In order to improve air quality in the region it is necessary to reduce the number of automobile trips. The SCSP facilitates pedestrian and bicycle access, reduces the number and length of automobile trips through careful placement of trip destinations, such as commercial centers and schools. The plan distributes higher density residential uses along the proposed local transportation routes and close to the commercial uses in order to facilitate walking to the shuttle stops and to local shopping.

The SCSP is composed of relatively small, well-defined residential neighborhoods. Each neighborhood includes, or is near a commercial mixed-use shopping center (refer to Figure 2-6).

Each neighborhood will facilitate pedestrian and bicycle access to homes, shopping, schools, parks, and jobs through a pedestrian friendly modified grid street pattern and easy access to the backbone trail system.

All non-residential land use will provide a safe location for parking bicycles. This will consist of a series of racks, which will allow bicycle owners to securely lock their equipment while engaged in activities at those non-residential land uses.

All collector and arterial streets throughout the Plan Area include Class II bike lanes.

NATURAL RESOURCES

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I.7 PARKS AND OPEN SPACE

7.1 PURPOSE AND OBJECTIVES

This Chapter describes the parks and the open space areas provided in the plan.

The objectives addressed in this chapter include:

- Create a community scale park that will provide active recreation facilities in the core of the southeast quadrant of the city.
- Provide a major civic core by coordinating the design of the community park with the high school and middle school campus.
- Provide Neighborhood Parks and Neighborhood Greens within a short walk from most homes.
- Connect the parks and open space with a network of trails and sidewalks.

This Chapter establishes the standards and general locations and configurations, for parks and open space in the SCSP. The SCSP does not establish which entity, the City or CRPD, will design, own, operate and maintain these facilities. Those decisions will be made at the next stage of the development process, prior to approval of the first Tentative Subdivision Map in each phase of the SCSP.

7.2 PARKS

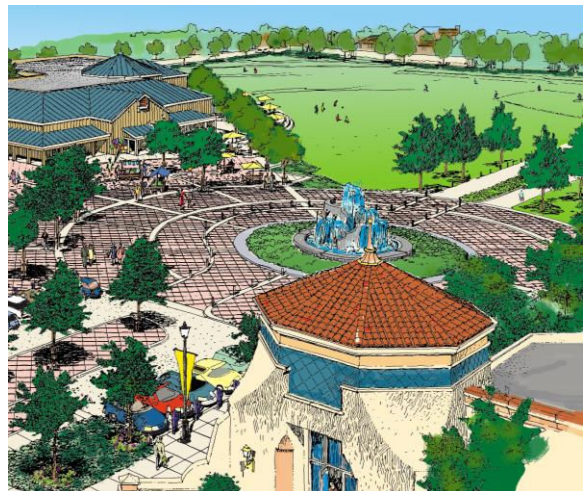
The SCSP establishes a network of parks and open space throughout the Plan Area. The parks and open space provide space for active sports, walking paths and bikeways, and natural areas adjacent to permanent resource preservation areas.

Policies and regulations define three categories of parks and open space. "Community Parks", and "Neighborhood Parks" are the traditional parks that provide active recreation and large gathering places. These parks are included in the tabulation

of park area requirements discussed below.

Neighborhood Greens include improved park spaces less than 2.2 acres in size. This includes "pocket parks" typically found within residential areas. The fourth open space category in the SCSP includes trails along open space and other linear greenways called "Park Corridors".

The SCSP includes neighborhood parks or neighborhood greens in or near each of the Village Center sites. These parks and greens will function as an "Urban Town Square" where people will gather for special events, and informally throughout the day. They will be an integral part of the commercial/social/institutional activity in the area. Consequently, the design for these parks will be carefully coordinated with the design of the adjacent commercial and mixed-use sites in the Center Form Based District design process described in Chapter 3 Land Use. The final design for each park and Neighborhood Green will coincide with the surrounding area development.



Conceptual illustration of a park adjacent to a Village Center near Rancho Cordova Parkway.

PARKS AND OPEN SPACE

In general, each Neighborhood Green and park will conform to the configuration and location illustrated in Figure 7-1, but the shape and

location may be refined in the Tentative Map review process.

Figure 7-1 Park Facilities within the Plan Area



7.2.1. Park Area Requirement

The City of Rancho Cordova requires five acres of parks per 1,000 residents comprised of Community Parks and Neighborhood Parks (the “Quimby” park area requirement), and one acre of Neighborhood Greens per 1,000 residents. Historically, CRPD has been the recipient of dedicated Quimby parkland. The Park Corridors add significantly to the open space experience, but are not included in the calculation of the land contributing the park area required to serve the residents of the Plan Area.

In this SCSP, the City, CRPD and the developers have implemented the standards in a manner that meets the requirements, goals and objectives of the General Plan policies, the CRPD requirements

and City ordinances.

Table 7-1 details the park dedication requirements that shall govern the SCSP based on the estimated population in each designated residential type. Table 7-1 indicates that the total population in the SunCreek plan will be approximately 12,351 residents.

This population would require a total of 74.1 acres of park and Neighborhood Greens, of which 61.8 acres would be in Community and Neighborhood Park and 12.3 acres would be in Neighborhood Greens.

As shown in Table 7-2 the SunCreek Plan provides 61.9 acres of Quimby eligible parkland, and 12.2 acres of Neighborhood Greens that fulfill the total park area requirement of 74.1 acres. In addition, the SCSP includes 7.0 acres of Park Corridors, as well as 45.6 acres of preserve buffer lands, 53.5

Table 7-1 Population Estimate and Quimby Park and Neighborhood Green Area Dedication Requirement

Residential Category	Dwelling Units	Population per Household	Population	Park Acres Required
LOW DENSITY (2.1 to 6 du/ac)	911	2.95	2,687	16.1
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	2,329	2.95	6,871	41.2
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	504	2.03	1,023	6.2
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	1,149	1.54	1,769	10.6
TOTAL	4,893		12,351	74.1

Table 7-2 Summary of All SunCreek Quimby Park and Neighborhood Greens Provided

Type	Required Ratio Acres		Required Acres	Acres Provided
Quimby Park Area (Community and Neighborhood Parks)	5.0	per 1000	61.8	61.9
Neighborhood Greens	1.0	per 1000	12.3	12.2
Mandatory Parks and Neighborhood Green Total			74.1	74.1
Non-Mandatory Park Corridors				7.0

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acres of detention basin areas that will be naturalized to appear as open space amenities, and 205.1 acres of wetland preserve areas that will provide visual open space. Outside the preserves edge areas provide opportunities for trails and small play areas. Parks counted toward the “Quimby” park area requirement are each a minimum of 3.7 acres in size.

The total area identified as Community Park or Neighborhood Park in Figure 7-1 is 61.9 acres. All of this area will be improved park with turf, tree canopy, and other park amenities to be determined.

7.2.2. Storm Water Management Adjacent to Parks

Parks in the SunCreek Plan Area do not include storm-water detention basins. However, two areas adjacent to the Community Park will include permanent water quality control basins. These basins are not counted in the required park area.

The areas required for storm water management will include permanently wet basins and are therefore included in the Detention Basin calculation. However, the design of the Community Park may integrate these basins as naturalized amenities that augment the recreation and aesthetic features of the park.

7.2.3. Community Park, Open Space and Public Facilities Complex

The centerpiece of the SunCreek Plan is the Community Park located in the center of the Plan area contiguous to the high school and middle school. The complex of parks, the adjacent schools, the wetland preserve areas, and directly accessible contiguous open space provide a magnificent open space and recreation feature encompassing over 320 acres in the heart of the SunCreek Plan Area.

Section 5.7 describes this complex as the “Great Park” concept, the signature element of the SCSP. This area is a visual landmark that distinguishes

this community, but also provides the hub of an extensive trail network linked to all parts of the Plan Area. Figure 7-2 provides a view of the entire complex of Community Park and open space included in the “Great Park” concept.

The SunCreek Community Park encompasses 29.3 acres of active area on the north side of Central Park Drive adjacent to the High School/Middle School campus, and 15.7 acres of active area adjacent to the elementary school to the south of Central Park Drive.

The community park will provide space for ball fields, restrooms and parking areas. These will be suitable for recreation leagues for soccer, softball and similar active recreation facilities. Lighted ball fields may be suitable in these parks depending on the design of the facility. Community parks also include such amenities as play grounds, large community picnic areas, skate parks, splash/spray parks, amphitheaters, etc. The adjacent high school/middle school facility provides an excellent opportunity for joint facilities such as parking, sports fields and other recreation facilities.

The park complex also encompasses 37.5 acres of permanent wetland preserve, 12.6 acres of wetland buffer that includes trails and small play area opportunities, and 10.8 acres of detention basins. These areas provide an attractive amenity feature for the park.

Although not entirely dedicated for active sports recreation this complex is nearly 85 acres of park and contiguous open space. Walking, informal play in the buffer areas around the wetland preserve, and the sense of broad, open scale provided by the preserve areas contribute the recreational and community identity value of the plan.

The Village Commercial Center at the intersection of Central Park Drive and Rancho Cordova Parkway is a gateway to this Great Park. The center provides gathering places, food services, and other community oriented businesses that enhance the experience of the Great Park.

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Figure 7-2 Combined Community Park and Open Space Complex



7.2.4. Central Park Drive

Central Park Drive is a key component of the Community Park that links the park to the Village Center at Rancho Cordova Parkway. It transects the southern portion of this park complex. It is a Pedestrian Boulevard with an unusually wide landscape corridor on the north side of the street as described in Chapter 4, Circulation, and is envisioned as a pedestrian route. Traffic calming features in the street, a narrow travel way with parking on the side and signage will slow traffic through this area. A bicycle trail crossing will be included in the center of the park to slow traffic.

comply with the park and open space area requirements. Neighborhood parks will be 3.7 acres to 10 acres in area. Neighborhood Greens are 2.2 acres or less and are intended to include small recreation amenities such as play and picnic areas.

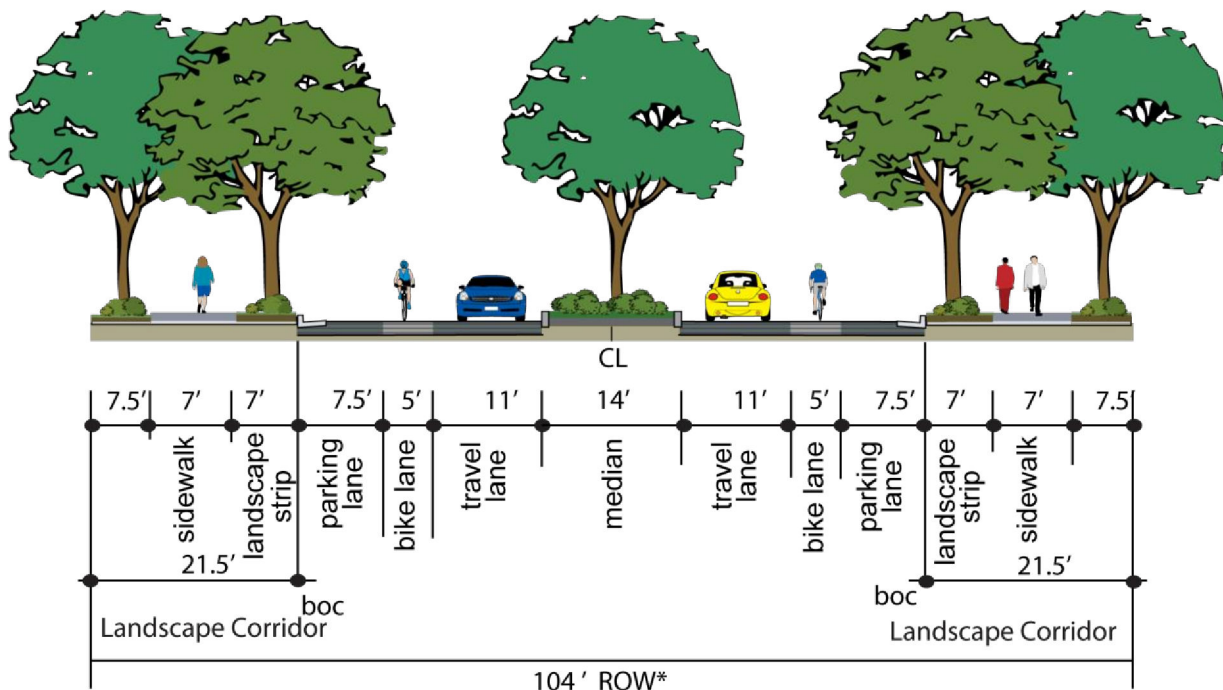
Neighborhood parks are typically located in the center of a residential neighborhood and/or adjacent to a school.

A typical neighborhood park will include a large multi-use turf field, play structure, group picnic area and a drinking fountain. Neighborhood parks will not include restrooms or parking.

7.2.5. Neighborhood Parks

Figure 7-1 shows four Neighborhood Parks and nine Neighborhood Greens in the Specific Plan. Tentative Map approvals may adjust the parkland and open spaces illustrated on Figure 7-1 to

Figure 7-3 Central Park Drive (see also Figure 4-10 Pedestrian Boulevard)



7.2.6. Park Corridors and Wetland Edge Areas

There will be additional opportunities for small playground and neighborhood green facilities with seating and shade shelters adjacent to the extensive open space and wetland preservation areas. In some instances, the park and trail may be adjacent to a small detention or water quality basin.



Small play area along open space edge or trail.

PARKS AND OPEN SPACE

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I.8. INFRASTRUCTURE & PUBLIC SERVICES

8.1 PURPOSE

This Chapter describes the level and type of public services and facilities to serve the SunCreek Specific Plan (SCSP). The SCSP will require extensions of public infrastructure (sewer, water, drainage and utilities) and expansion of the public services, both those provided by the City of Rancho Cordova, and other public agencies. Public services include municipal services, fire and police protection, public schools, hospitals, libraries.

8.2 OBJECTIVES

The infrastructure, facilities and services objectives addressed in this Chapter respond to issues identified in the General Plan. These include:

- Ensuring adequate financing for the City's infrastructure improvements and community services.
- Ensuring that long-term funding sources are available to operate public facilities and provide public services.
- Establishing a comprehensive infrastructure system to meet the needs of residents, employees, and visitors.
- Managing new development areas to ensure that water lines and sewer and drainage systems are constructed in advance of residential development.
- Coordinating with water, sewer, and utility service providers to reduce incidences of service interruption, improve the quality and sustainability of services, and reduce per-unit costs.
- Minimizing visual impacts and physical impediments of utilities.
- Creating public schools that are at the forefront of educational efforts, seen as a viable option by all parents, and are safe for children.
- Designing and providing local services to meet the needs of local residents.

8.3 DOMESTIC WATER

The SunCreek Plan Area is located within the Zone 40 service area and will ultimately be served with surface water from the Sacramento River. Groundwater may augment surface water delivered to this site to provide for the conjunctive use of surface water and groundwater. The potable water transmission system will supply surface water deliveries to the North Service Area (NSA), and will meet 100% of the build-out demand in the SunCreek Plan Area.

Water storage reservoirs are needed to meet the fire flow and peak hour demands within the NSA area. The on-site well and groundwater system is needed to meet the long-term conjunctive needs of the NSA during peak summer day demands. These reservoirs with their pumping stations will be strategically located within the onsite water distribution system to maintain system pressures within the greater NSA.

Initial service to the Plan Area may be from raw groundwater obtained from the North Vineyard Well Field and transported through an existing 30-inch diameter raw groundwater pipeline to the Anatolia Groundwater Treatment Plan located about 1.5 miles north of Kiefer Boulevard on Sunrise Boulevard.

INFRASTRUCTURE, PUBLIC SERVICES AND FACILITIES

A grid of 8 inch to 12-inch mains will extend from the transmission main to serve local developments.

Raw groundwater obtained from wells located to the south of Kiefer Boulevard is delivered via the North Vineyard Well Field Raw Water Pipeline to the Anatolia Groundwater Treatment Plant (GWTP) located about 1.5 miles north of the Kiefer Boulevard on Sunrise Boulevard. Transmission mains in Sunrise Boulevard, Kiefer Boulevard, Chrysanthy Boulevard and Rancho Cordova Parkway will deliver treated water to the Plan Area.

The first phase of improvements beyond the Anatolia GWTP will include new transmission mains extending south of Kiefer Boulevard on Sunrise Boulevard and Rancho Cordova Parkway, and along Kiefer Boulevard between Rancho Cordova Parkway and Americanos Boulevard.

As development progresses within the SCSP, additional water transmission pipelines will be installed in the other major roadways within the SCSP. Eventually, NSA regional water transmission and storage improvements will be constructed by SCWA from the Vineyard Surface Water Treatment Plant (SWTP) to the intersection of Sunrise Boulevard and Kiefer Boulevard, and then north through the Plan Area along Rancho Cordova Parkway, and North Campus Road. These improvements will also include two two-million gallon storage facilities along North Campus Drive near the planned high school.

These improvements will be installed by SCWA when regional water demands within the NSA warrant.

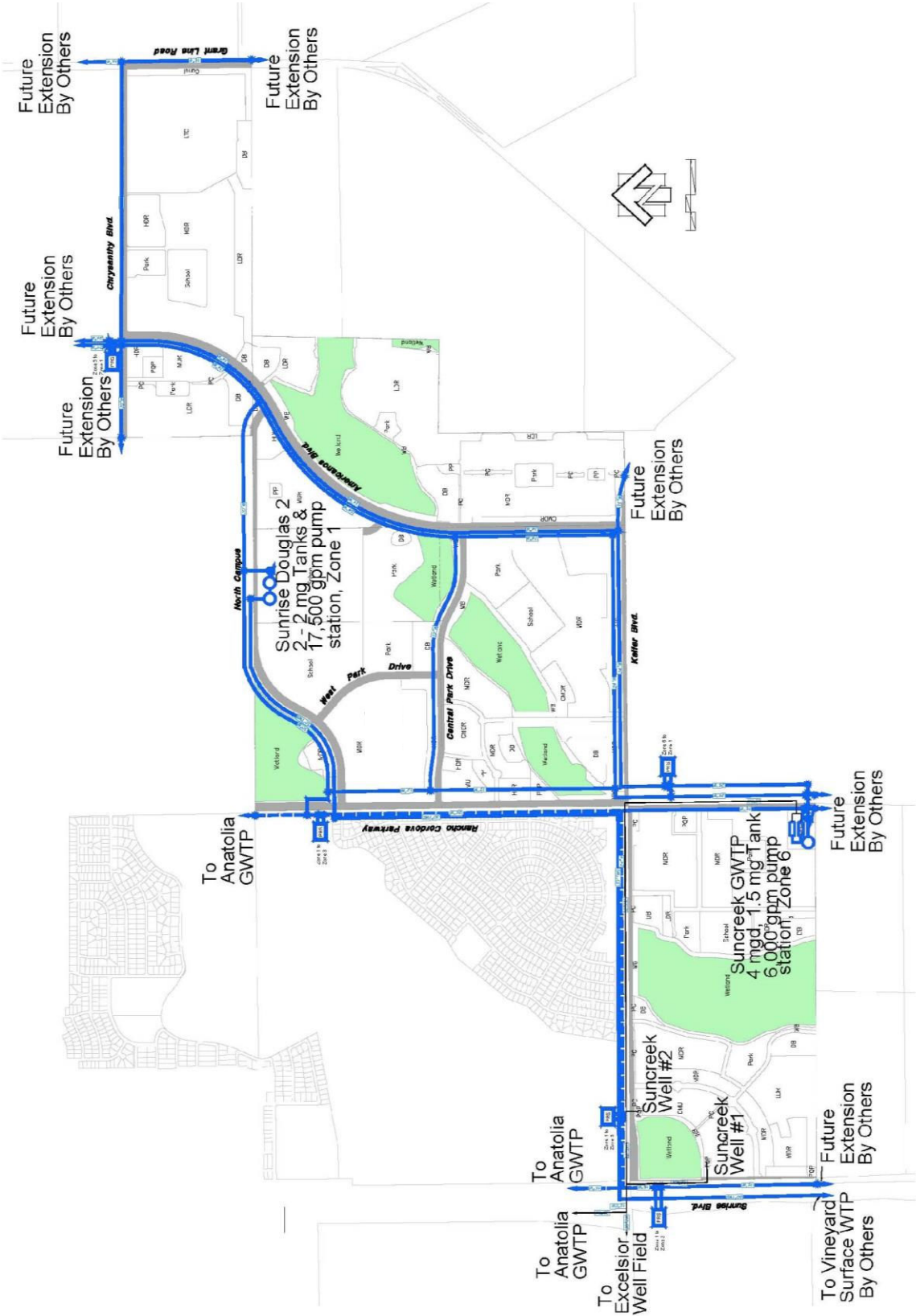
At some point, as the availability of ample surface water supplies start to diminish, SCWA will implement its planned conjunctive use program in the NSA by constructing two new groundwater wells located south of Kiefer Boulevard along the east side of Sunrise Boulevard, and a third groundwater well at the site of the future SunCreek Groundwater Treatment Plant located along the west side of Rancho Cordova Parkway approximately one-half mile south of Kiefer Boulevard. At the same time, SCWA will construct the SunCreek Groundwater Treatment Plant at the above-described site, and construct a new water transmission pipeline

northerly along Rancho Cordova Parkway from the groundwater treatment plant to the transmission pipelines located in Kiefer Boulevard.

8.3.1. Non-Potable Water

A non-potable water distribution system in the major streets will provide capacity for future delivery of non-potable water to the parks and major landscaped areas within the Plan Area.

Figure 8-1 Plan Area Water System Map



8.4 SEWER

The SunCreek Specific Plan Area is within the service area of the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD). SASD owns and operates sewer trunk and collector systems throughout Sacramento County. SRCSD owns and operates the Sacramento Regional Wastewater Treatment Plant (SWRTP) and interceptor systems throughout Sacramento County.

The SASD Board of Directors approved a System Capacity Plan in January 2012 that provides an updated mid-range and long-term plan for sewer service in this area. The SunCreek Specific Plan reflects the current SASD System Capacity Plan.

Each phase of development within SCSP will be subject to the District Ordinance, Standards and Specifications, Fee Structure and Reimbursement Policies and Procedures (including eligibility for reimbursement and reimbursement agreement requirements) in place at the time of application. SASD will require the submittal and approval of a large Level 2 Sewer Study for the Plan Area prior to recordation of any large or small lot final maps.

The backbone collection system in the Specific Plan will be constructed within existing and proposed rights-of-way and along the SunCreek Parkway open space corridor. Wastewater will flow by gravity from the intersection of Grant Line Road and Chrysanthy Boulevard to the southwest through the Plan Area, in a new trunk sewer line, to the SunCreek Sewer Pump Station located at the southwest corner of the Plan Area and adjacent to the east side of Sunset Boulevard. A series of local trunk and collector sewer lines will connect to the new trunk sewer line.

The existing Anatolia III pump station will be abandoned with the first phase of development in the Plan Area, and a relief sewer will convey its flows southeasterly to the SunCreek Sewer Pump Station. Wastewater will initially be pumped from the SunCreek Sewer Pump Station north in an 8" force main to Kiefer Boulevard and then easterly in Kiefer Boulevard to a point of connection with the existing

Anatolia III 8" force main. The existing 8" force main would then convey the initial flows northerly from the Plan Area along Rancho Cordova Parkway to the existing Chrysanthy Trunk Line. This trunk line would then convey the flows to the Chrysanthy Pump Station. This station will connect with the Bradshaw Interceptor that conveys the flows to the Sacramento County Regional Wastewater Treatment Plant as illustrated in Figure 8-2.

The Chrysanthy Pump Station may need to be upgraded to provide additional pumping capacity to serve development with the Plan Area.

As the Plan Area and adjacent areas develop, the SunCreek Sewer Pump Station would be upsized and connected to the Sunrise Blvd. (northerly leg) of the Kiefer Boulevard force main which would convey the flows to the Aerojet Interceptor. The SunCreek Pump Station could be connected directly to the Chrysanthy Pump Station via a new force main along Sunrise Boulevard if the existing Kiefer Boulevard force main lacks adequate capacity or is not otherwise available at that time.

Figure 8-2 Plan Area Sewer System Map



8.5 HYDROLOGY & DRAINAGE

The Plan Area topography falls gently to the west and southwest with average slopes of approximately 0.006 feet per foot (ft/ft). The rolling grasslands are interspersed with grassy swales, seasonal drainage courses that provide significant amounts of natural storage.

The natural storage capacity of the primary drainage corridor will remain in place because this portion of the Plan Area will remain in permanent open space in the developed plan.

Approximately 266 acres, (21 percent) of the land area in the plan, will be permanent open space in wetland preserve, wetland buffers and storm water detention facilities. These low-lying areas provide the majority of the storm water storage capacity in the natural (pre-development) condition.

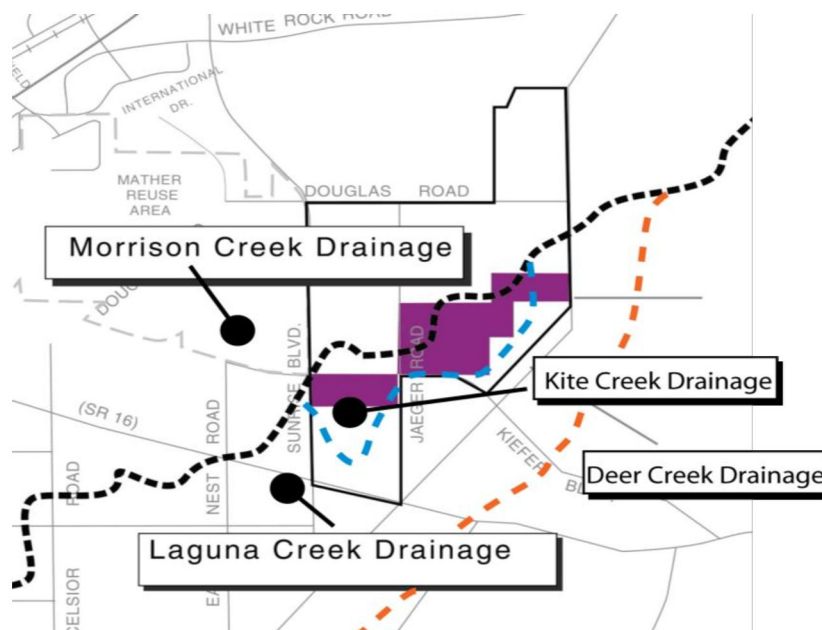
The Plan Area is located primarily within the Kite Creek watershed. Kite Creek is tributary to Laguna Creek. Kite Creek conveys storm water southwest

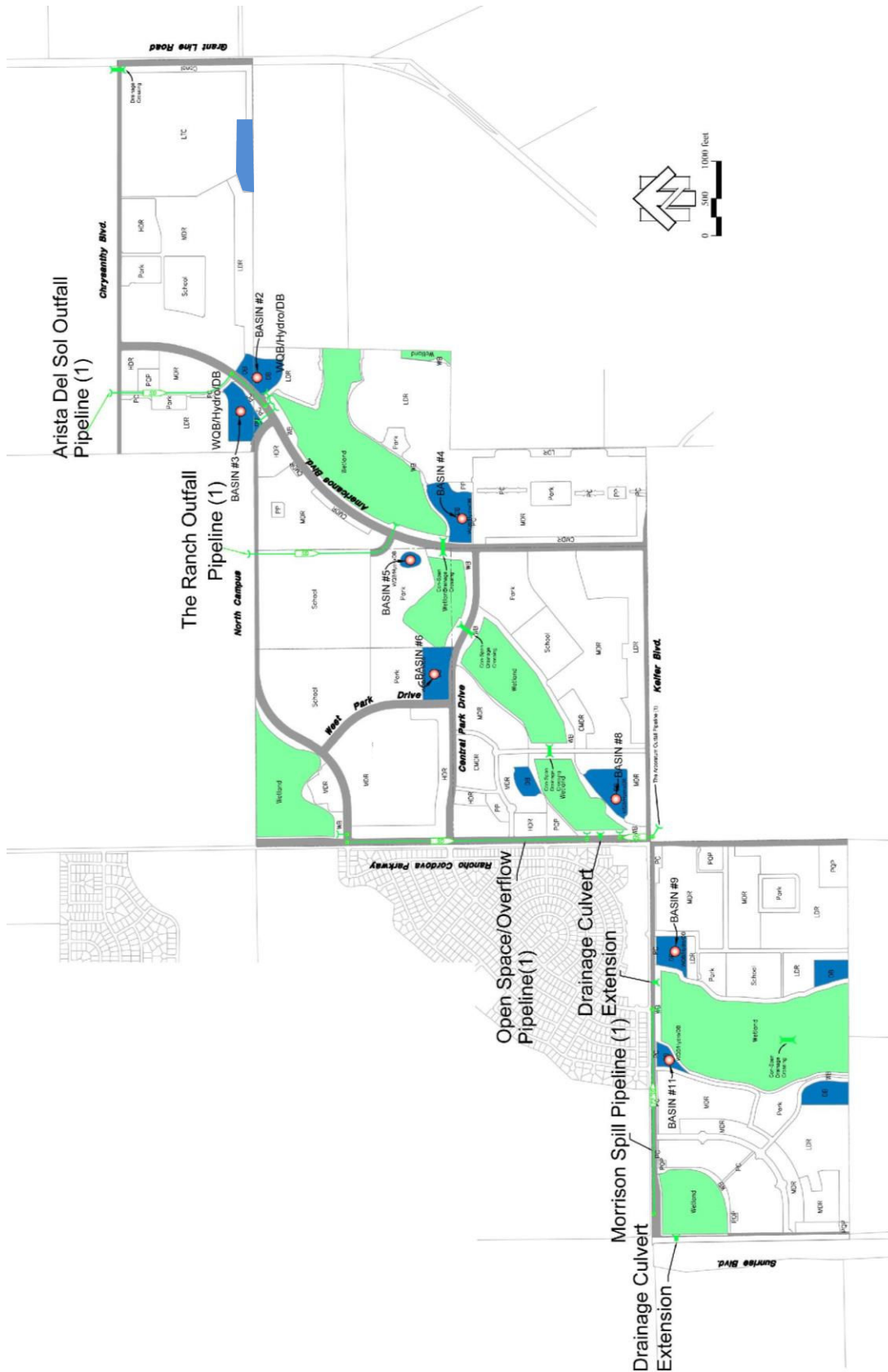
towards the junction of Sunrise Boulevard and Jackson Highway in a well-defined drainage course. A small portion of the northwest corner of the Plan Area is located in the Morrison Creek watershed, and a small portion of the southeast corner of the Plan Area is located in the upper Laguna Creek watershed as illustrated in Figure 8-3. These natural drainages convey storm water to the Beach-Stone Lakes area in western Sacramento County.

The project proposes to limit peak storm water flows (measured at the edge of a project) after development of the Plan Area (post development) shall not exceed pre-development peak flows.

Peak runoff flows and volumes would increase in the Plan Area because of the planned development.

Figure 8-3 Drainage Shed Map





Planned storm water management facilities within the Plan Area will mitigate for increased storm runoff created by development of the Specific Plan Area. Areas outside of the Specific Plan Area will be required to mitigate for their increase in storm drainage runoff prior to discharge into the Plan Area unless facilities are oversized on-site to accommodate off-site development needs.

Figure 8-4 illustrates several small detention basins located along the primary drainage corridor that will provide natural storm water storage. Combining multiple detention facilities for tributary areas throughout the Plan Area and storage of peak storm flows within the Preserve area effectively reduces the peak flow- through the Preserve Area and at the Plan Area's southern boundary. This corresponds to the undeveloped peak flow.



The detention basins may hold water during and immediately after each storm. However, the basins include small, permanently wet, water quality treatment ponds.

The detention basins are a key component of a comprehensive storm water management and water quality system that extends throughout the developed portions of the Plan Area. In addition to the basins, the system includes underground pipe conveyances and all of the surface components of that system (including inlets, filters, maintenance access, and outfall structures). The overall drainage system will convey and treat storm runoff from the Plan Area without reliance on on-site LID design

features. Each developer can incorporate LID design features into the on-site design of the project and reduce the size of the water quality and hydro-modification basins accordingly.

The storm water and water quality features throughout the Plan Area are an integrated management system.

The detention facilities will be located at the edge of the drainage corridor where they will intercept run-off from the adjacent development areas before the water enters the main corridor.



Typical basin feature located in the buffer area adjacent to the Wetland Preserve will provide water quality treatment and small volume storm water detention.

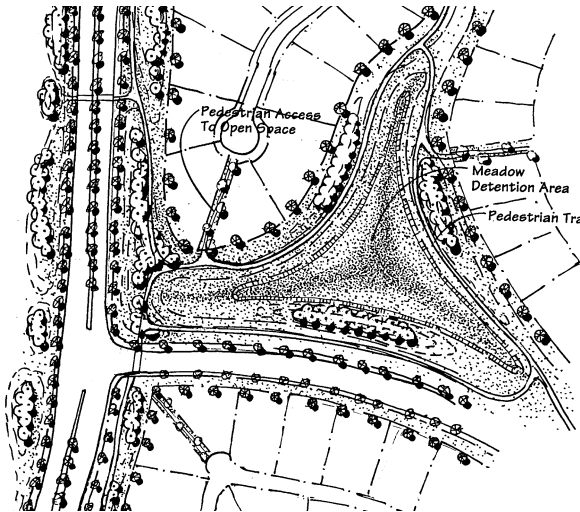
The basins will provide water quality treatment for urban run-off before such water enters the wetland preserve areas. Urban nuisance run-off water will first flow through the wet basin where water quality treatment will occur. Run-off water will then be retained in detention basins and percolated into the ground through a series of percolation trenches.

Although storm water management and water quality improvement are the primary functions, the detention facilities will also provide an aesthetic and informal recreation function. The basins will be an integral element of the amenities in wetland edge areas that also include naturalized landscaping and a bike and pedestrian trail system. Minor

INFRASTRUCTURE, PUBLIC SERVICES AND FACILITIES

amenities such as benches, trashcans, and picnic tables may be located near the detention basins to enhance their recreational value. All improvements must be located outside of the wetland preserve areas.

The detention basins will be visual amenities that include naturalized landscaping such as willow and native oaks, as well as native companion plant groundcovers and shrubs. With consideration to maintenance, requirements for the basin's primary functions of storm water management and water quality enhancement the design may allow for placement of boulders or other naturally occurring features that would enhance the aesthetics of the facility.



Individual subdivisions may include small basins as an entry feature.

The banks of the basins will be designed and graded such that public safety fencing shall not be required in most cases.

The basins will appear as a visual amenity and extension of the adjacent land use. The pedestrian paseos and other open space features designed into medium and high-density residential uses, as well as Village Commercial and Commercial Mixed Use areas may include storm water detention facilities. Such facilities would include small basins and swales that are an integral part of the feature landscaping and interconnected with the overall storm water

management system. The incorporation of these types of LID features into the on-site designs can reduce the size of the water quality and hydro-modification features in the detention basins.

The parking areas in non-residential and multi-family residential uses may also function as part of the storm water management system. Parking areas and pedestrian areas may include landscaping features that function as storm water storage and water quality enhancements.



Parking lot landscaping can include water quality improvement features.

Some basins may be located adjacent to and at the lower end of parks located throughout the Plan Area. In these instances, the basins will include a portion that is typically quite shallow and will appear as an extension of the park. The basin will serve as a water quality enhancement feature that treats pollutants coming from the park turf and parking areas.

Multiple detention facilities allow for phased development of the Plan Area. Basins can be designed and constructed to accommodate the storm flow from small sub-areas.

Final design of each detention basin will occur as individual neighborhoods are developed and the need for mitigation of flows arises.

8.6 SCHOOLS

The SunCreek Plan area is within the Elk Grove Unified School District. In order to accommodate new students, the district will need to construct new schools and expand existing facilities.

Table 8-1 summarizes the current Student Generation Rate for Elk Grove Unified School District. The projected student enrollment is 1,778 elementary schools students, 554 middle school students, and 960 high school students.

The Specific Plan shows three elementary schools located to serve individual neighborhoods. The elementary schools are adjacent to a neighborhood park on sites that are level and square in shape. Collector streets provide a separate pedestrian path for children to walk to school. Schools are also accessible to the backbone trail system as show in Figure 4-18. Schools will have timely access to all utilities and services, including sewer, water, gas, electric and drainage.

8.7 LIBRARIES

The high school and middle school campus would be the first choice location for a library in the SunCreek Plan Area however there also will be several alternatives in the Commercial Mixed Use sites. Furthermore, the library could be located in conjunction with other parks, schools or commercial

areas in the Sunrise Douglas Community Plan Area.

8.8 ELECTRICITY

The Plan Area is within the Sacramento Municipal Utility District (SMUD). SMUD owns and maintains power lines within the Plan Area and will be the provider of electrical service.

8.9 NATURAL GAS

Pacific Gas and Electric Company (PG&E) will provide natural gas service. PG& E owns and operates an 8- inch feeder main along the entire Plan Area frontage on Sunrise Boulevard.

This feeder main is currently operating at 60-psi pressure.

8.10 TELEPHONE

AT&T, Citizens, or Surewest will provide telephone service to the Plan Area.

Table 8-1 Summary of Plan Area School Facility Requirements

LAND USE	DWELLING UNITS	K- 6 Students per dwelling*	7-8 Students per dwelling*	9-12 Students per dwelling*
SINGLE FAMILY RESIDENTIAL	3,744	0.3812	0.1238	0.2076
MULTI-FAMILY RESIDENTIAL	1,149	0.3059	0.0782	0.1591
	STUDENT ENROLLMENT			
K-6 ENROLLMENT	1,778			
7-8 ENROLLMENT	554			
9-12 ENROLLMENT	960			

* Source: School Facilities Needs Analysis, Elk Grove Unified School District, April 2013 Table 2-1

8.11 FINANCING PLAN

The City will adopt the Financing Plan concurrent with the approval of the SCSP. The Financing Plan will identify the infrastructure and public facilities required for development of the plan along with the required financing. The financing plan will incorporate and implement the guiding principles set forth in SCSP Section I.9 Implementation and will provide more specific guidance for phasing of infrastructure and public facilities. The Financing Plan identifies potential phases and the backbone infrastructure required for each phase. This provides general guidance for future conditions of approval and development of more detailed tentative map phasing plans. The tentative map phasing plans will provide detailed phasing for the build out of each tentative map, including the specific infrastructure required for each phase.

8.12 SPECIFIC PLAN POLICIES

The City's goal is to have all required infrastructure for a development phase, including onsite and offsite roadways, completed or guaranteed to the satisfaction of the City prior to the issuance of building permits in that phase. The development agreement and financing plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City prior to approval of each tentative map.

Policy IPS 1. An assured water supply and delivery system shall be demonstrated at the time of project approval. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project.

Policy IPS 2. All required water infrastructure for the project shall be assured with bonds or other sureties to the City's satisfaction prior to approval of improvement plans and/or recording of a final map for a particular subdivision. Water infrastructure may be

phased to coincide with the phased development of large-scale projects.

Policy IPS 3. Proposed water supply and delivery systems shall be identified at the time of tentative map approval to the satisfaction of the City. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project.

Policy IPS 4. The agency providing water service to the subdivision shall demonstrate prior to the approval of the Final Map that sufficient capacity shall be available to accommodate the subdivision plus existing development, and other approved projects in the same service area, and other projects that have received commitments for water service.

Policy IPS 5. Offsite and onsite water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City and subject to approval by the City.

Policy IPS 6. Sewage conveyance systems within the subdivision shall be in place and connected to the sewage disposal system prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City and subject to approval by the City.

Policy IPS 7. Utility equipment shall be placed underground, or strategically placed and/or screened to the maximum extent feasible.

Policy IPS 8. Underground sewer, water and drainage facilities shall be installed to the ultimate planned capacity as part of required road construction unless otherwise approved by the City.

Policy IPS 9. Public service providers shall be co-located in park, commercial, office, and mixed use sites that are accessible to persons in need of services.

Policy IPS 10. Any libraries within the SCSP shall be accessible to pedestrians, bicycles, and public transit riders, in a highly visible location that is accessible to unaccompanied children.

Policy IPS 11. School facilities shall be sited according to the following criteria:

- Schools should be within walking distance of most residences, and should connect with trails, bikeways, and pedestrian paths.
- Schools should serve as a focal point of neighborhood activity and be interconnected with parks, greenways, and off-street paths whenever possible.
- New schools should be placed adjacent to neighborhood and community parks whenever possible and be designed to promote joint use of appropriate facilities.

Policy IPS 12. An On-Site Phasing Plan, On-Site Phasing Guidelines and an Off-Site Infrastructure shall be included within the SunCreek Finance Plan.

I.9. IMPLEMENTATION

9.1 PURPOSE

A series of development entitlements between the City and the developers will govern Implementation of the policies set forth in this Specific Plan document. The SunCreek Specific Plan (SCSP) establishes land use designations for all properties.

None of the properties seeks Small Lot Tentative Map entitlement approval concurrently with the SCSP. Such entitlements will be required prior to development.

The SCSP will require participation of all properties in a Public Facilities Financing Plan (Financing Plan) prior to development. The Financing Plan will identify the infrastructure and public facilities required for development of the plan.

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

- Description and associated estimated costs of major backbone infrastructure and public facilities (Phasing Master Plan) to be constructed or acquired in association with SunCreek development. This includes roadways, sewer, drainage, water and public facilities (parks, schools, fire protection, law enforcement, etc). In-tract subdivision costs will not be included.
- Identification of existing and new funding mechanisms to pay for required onsite

and offsite backbone infrastructure and other public facilities.

- Identification of general phasing requirements for onsite and offsite backbone infrastructure and public facilities.
- Establishment of a policy framework for financing the required major backbone infrastructure and public improvements.
- Identification of costs associated with ongoing operations and maintenance for constructed backbone infrastructure and public facilities.
- Identification of existing and new funding mechanisms to pay for ongoing operations and maintenance costs associated with required backbone infrastructure and other public facilities.
- Incorporation of the Guiding Principles below that identifies the development conditions and triggers for builders regarding infrastructure required for any given builder.

9.1.1 Guiding Principles

These Guiding Principles define the “rules” regarding the funding and construction of infrastructure and the phasing of development in the SCSP. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the SCSP shall be consistent with, and the Conditions of Approval shall include the following policies:

IMPLEMENTATION

Responsibility for Infrastructure Funding

Development within the SCSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. The Development Agreements or Conditions of Approval will detail the amounts over and above the developer's fair share that will be reimbursed or credited after subsequent developers pay their fair share of the full costs of infrastructure. The Financing Plan, Development Agreement and Tentative Map Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

Timing of Infrastructure Funding

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

General Timing- Offsite & Onsite Infrastructure

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

Linking Requirements to General Plan

Before building permit issuance in the SCSP, infrastructure required of a specific project shall be constructed to the satisfaction of the City Engineer, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by subsequent entitlement approvals.

Refinement of Onsite Infrastructure

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

Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan provides minimum SCSP offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with SCSP onsite capital improvement requirements, unless otherwise modified by subsequent entitlement approvals.

Offsite Core Infrastructure Timing

The Phasing Plan and Financing Plan will identify offsite infrastructure timing requirements.

Finance Mechanisms and Funding Availability

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

Forms of Dedication

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

IMPLEMENTATION

the City, or as otherwise provided for in the approval of small lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Right-of-Way and Easement Dedication

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

Park Dedications

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

Major Roadway Timing and Completeness

All required infrastructure for a development phase, including onsite and offsite roadways, shall be substantially complete to the satisfaction of the City Engineer prior to the issuance of building permits in that phase. Prior to occupancy all streets and improvements shown on the phasing plan shall be completed to the satisfaction of the City Engineer. The Development Agreement and Financing Plan will identify the general timing and requirements for arterial and collector roadway improvements. Details of specific roadway improvements required for each phase will be clarified and finalized to the satisfaction of the City Engineer prior to approval of each tentative map.

These improvements shall include the full section from curb to curb, streetlights, sidewalks, median landscaping, parkway landscaping and other

roadside appurtenances. At the City's discretion, phasing of lanes on arterial roadway roadways may be implemented through provision of wider interim medians that will provide space for future lanes. In addition, at the City's discretion, certain roadside elements could be phased with construction of adjacent development.

Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map. A detailed agreement on requirements and timing for the tentative map-phasing plan will be finalized prior to the approval of small lot tentative maps or large lot tentative maps, or prior to building permits for projects that do not require an associated small lot tentative map.

Logical Completion of Roadway Segments

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

Two Points of Access

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

Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be

IMPLEMENTATION

improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment. Such improvements may allow for future phasing of additional travel lanes at the discretion of the City if traffic volumes and City transportation priorities do not warrant full construction at the time of development.

Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their ultimate configuration unless otherwise approved by the City. If the City determines that phasing of an intersection is appropriate, the phased construction shall accommodate the ultimate intersection design. Where an intersection will be signalized, the new signal shall be installed during construction of the intersection unless otherwise approved by the City.

Ultimate Utility Installation

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

Interim Improvement Alternatives

The phasing of infrastructure improvements depicted in the Infrastructure Phasing Plan, particularly sewer and water infrastructure improvements, may not be the most cost efficient and/or effective manner in which to phase the improvements to service each phase of a project. The City Engineer may consider interim infrastructure improvements if the applicant is able to demonstrate the viability and cost effectiveness of phasing infrastructure improvements. This agreement will occur prior to approval of tentative subdivision maps.

Operations and Maintenance Financing

All properties shall be included in one or more financing districts (or will establish an alternative

financing mechanism) to provide adequate funding as determined by the City for the annual operation and maintenance costs of streets, street lights, drainage ways, landscaping corridors, open space, parks, transit related services and other public facilities prior to the approval of final maps or prior to building permits for projects that do not require an associated final map.

Police CFD for Residential Projects

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

Road Maintenance CFD

All properties shall be included in a Benefit Assessment District or Community Facilities District that provides additional ongoing street maintenance revenues prior to approval of final maps or prior to building permits for projects that do not require an associated final map.

9.2 OVERVIEW OF THE PHASING PLAN

The Infrastructure Phasing Plan sets forth a conceptual phasing plan for the major backbone infrastructure needed to serve the SCSP. The plan includes nine (9) discrete development phasing areas, each of which can be developed independently of each other and in any order.

The concept of development phasing areas offers a way of describing the orderly and cost effective phasing of backbone infrastructure construction.

9.2.1 Infrastructure Phasing Plan

The development of each of the phasing areas depicted in Figure 9-1 do not indicate development phasing or a prescriptive approach to phasing; rather they depict conceptual development phasing areas based on a logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as

IMPLEMENTATION

depicted or in the order noted. Furthermore, shifts in market demand and available financing mechanisms may also play a role in the way the plan area develops over time and that may alter the boundaries of the phasing areas, as well as their number and the order of development.

The final infrastructure phasing will be determined at the time of tentative subdivisions map approval. Subsequent tentative map submittals will include updated infrastructure phasing plans. Infrastructure requirements for each sub-area of development defined by the landowner shall include all on-site backbone infrastructure and off-site facilities necessary for each sub-area to proceed. Included are roadway, sewer, water, recycled water, storm drainage, dry utility, recreation, school and other facilities and improvements. Development will occur by sub-area in a sequence established by the landowner, however, development in advance of logical extensions from existing infrastructure connections will be at the cost of the developer/land owner. Therefore, the opportunity exists for certain parcels or sub-areas to move forward subject to review and approval by the City. Some phases may have reduced infrastructure requirements if an earlier developed sub-area provides required improvements.

A full list of improvements and specific details relating to those improvements are included in the SCSP Financing Master Plan. Individual project improvements will install all in-tract sewer, storm drain, water and dry utilities.

9.3 FINANCING OF THE SUNCREEK SPECIFIC PLAN

A variety of mechanisms will fund the construction of public improvements to serve the SunCreek Plan Area. These include Citywide impact fees, County and Other Special District Fees, School District impact fees, establishment of a Special Financing District that could include a Mello-Roos Community Facilities District (CFD), Plan Area Fee,

Assessment District, or Infrastructure charge; developer financing, and other potential methods.

9.3.1 City Impact Fees

The City of Rancho Cordova has adopted a set of development fees to finance capital improvements including transportation, parks, park renovation, police, library, and museums, among other community facilities. Development in the SCSP will participate in these programs by paying the associated fees. Some of these programs may require updating due to factors such as the cost of improvements and the integration of the SCSP land uses following approval of SCSP.

9.3.2 County/Other District Fees

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

9.3.3 School Financing

The SCSP is located within the boundaries of the Elk Grove Unified School District (EGUSD). School facilities within the EGUSD will be funded through a combination of school impact fees, state matching program funds, and funds from the Elk Grove USD Community Facilities District (CFD) No. 1.

9.3.4 Special Financing District

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

IMPLEMENTATION

Mello-Roos CFD

The 1982 Mello-Roos CFD Act enables cities, counties, special districts, and school districts to establish CFDs and to levy special taxes to fund a wide variety of public facilities and services. Proceeds of Mello-Roos special taxes can be used for direct funding, acquisition, or to pay off bonds. One or more Mello-Roos CFDs may be formed over time to fund the necessary Backbone Infrastructure and Public Facilities. Mello-Roos CFDs tend to be favored over Assessment Districts, described below, because Assessment Districts need to establish special benefit to those being assessed, which can be more challenging than the Mello-Roos requirements.

Plan Area Fee Program

A plan area fee program establishes a development impact fee typically for a Specific Plan pursuant to local government's police power in accordance with the procedural guidelines established in Assembly Bill 1600 (AB 1600) which is codified in California Government Section 66000 *et seq.* This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition." ¹

Assessment Districts

California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special assessment district that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

Thereafter, each property in the district will be assessed a share of the cost of improvements that is proportional to the benefit it receives from those improvements.

Infrastructure Charge

An infrastructure charge is similar to a plan area fee, but the revenue may be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. A private cost-sharing mechanism between developers will implement and manage this funding mechanism.

9.3.5 Developer Financing

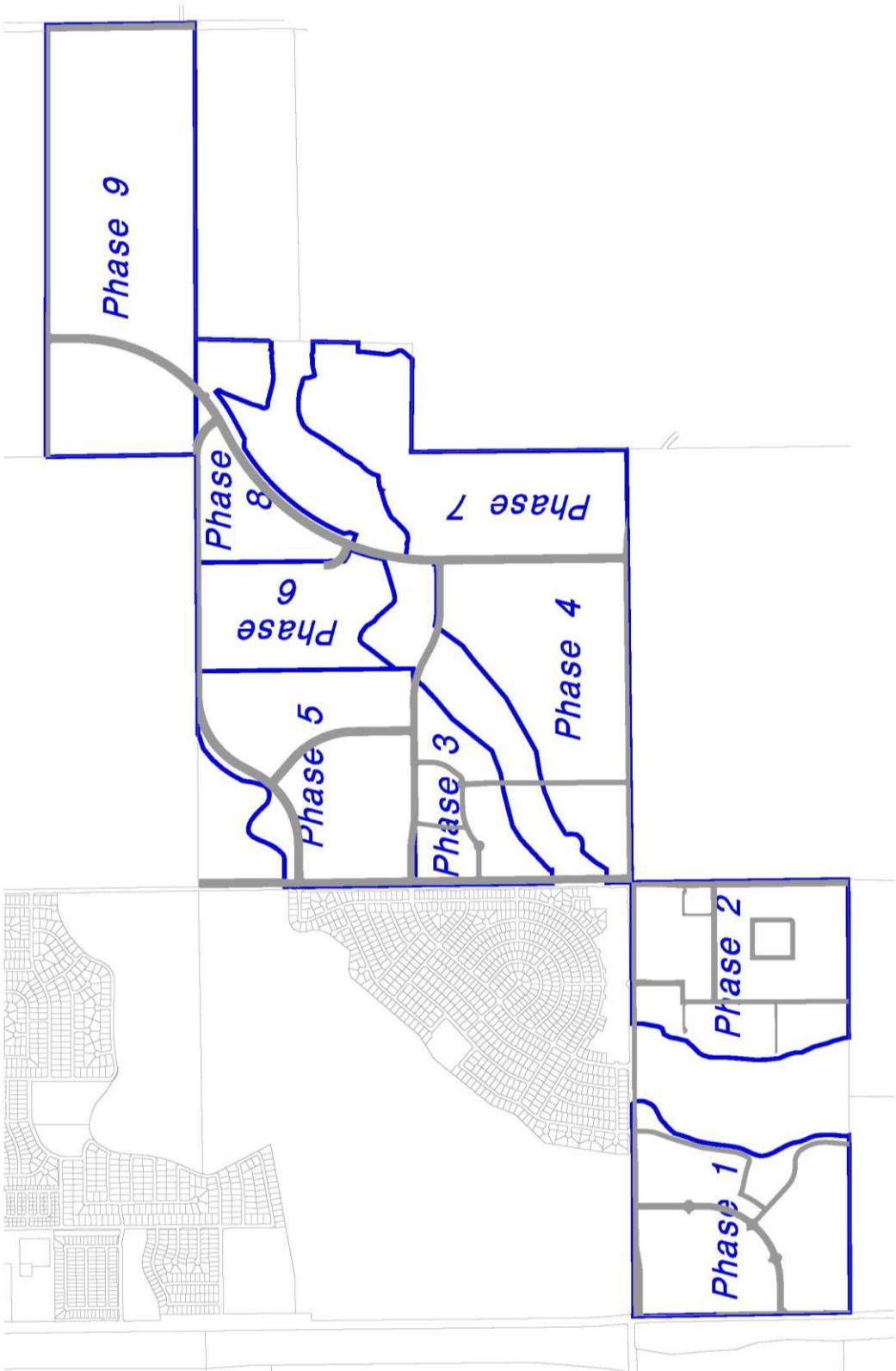
Direct developer/merchant builder financing may be used to contribute towards backbone improvements and facilities, shortfall financing and for in-tract subdivision improvements.

9.3.6 Other

As noted, other financing mechanisms may be utilized, including the creation of private districts or associations to fund maintenance of certain facilities within the SCSP. Specific financing requirements, improvement obligations, fees, reimbursements, land and easement dedications and conveyances, maintenance and other financing and improvement related obligations will be detailed in the SCSP Development Agreements.

¹*Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Figure 9-1 Conceptual Development Phase



9.4 FUNDING OF ONGOING OPERATIONS AND MAINTENANCE COSTS

The SCSP will be required to participate in a series of special financing districts to fund public services and the maintenance and operation of public improvements. The SCSP properties will be annexed to the Transit Services tax service area to fund transit services and other travel strategies. Formation of, or annexation proceedings for, these districts will be completed no later than the recordation of a final small lot map, or a building permit for parcels not requiring a small lot map.

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

Rancho Cordova Police CFD

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

Sloughhouse Fire Protection

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

Landscaping and Lighting District

A Landscape and Lighting District (LLD) could be created to fund ongoing operations and maintenance services for the landscape corridors and any lighting.

Services CFD

Unless an alternative source of funding from new development is identified, one or more services CFD's, or similar funding mechanisms, will be formed in the SCSP to fund the costs of

maintaining streets, street lights, drainage ways, landscape corridors, open space, parks and other public facilities.

9.5 DEVELOPMENT AGREEMENT

Each landowner shall enter into a Development Agreement with the City of Rancho Cordova. Such Development Agreement shall establish the scope and intentions of the land use entitlements granted to the landowner upon approval of the SCSP. The Development Agreement shall also identify the scope and timing for funding of on-site and/or off-site improvements identified as obligations upon the landowner(s) in the Environmental Impact Report Mitigation Measures.

9.6 SUNCREEK SPECIFIC PLAN ADMINISTRATION

9.6.1 Specific Plan Administration Authority

The City of Ranch Cordova will administer the Specific Plan and related documents consistent with the provisions of Article 8, Sections 65450 through 65457 of Title 7 Planning and Land Use Law, California Government Code. Rancho Cordova Municipal Code Title 23, Zoning Code Chapter 23.152 establishes specific procedures for adoption and administration of the Specific Plan.

9.6.2 Specific Plan Amendment Procedures

The SCSP is flexible to respond to changing conditions and expectations during the course of its implementation. During build out of the SCSP amendments to the adopted Specific Plan may be necessary to respond to changing circumstances, including market demand, or to adapt certain design guidelines or standards to special conditions on a particular site. To address this intent, the SCSP provides for both Minor and Major Specific Plan Amendments.

IMPLEMENTATION

Typically, property owners will request amendments to the Specific Plan.

Scope of Amendment

Any proposed amendments to the Specific Plan can include, but are not limited to, changing land use designations, design criteria, development standards or policies. The Planning Director shall categorize amendments to this adopted Specific Plan as either an “amendment” or an “administrative modification”.

The Planning Director shall determine whether a proposed Specific Plan Amendment is minor or major. The Planning Director may act upon a minor specific plan modification known as an Administrative Amendment. The City Council shall review and adopt a Major Specific Plan Amendment. The Planning Director has sole discretion to refer any proposed amendment to the City Council for action. Applicants may appeal determinations and actions by the Planning Director to the City Council.

Administrative Amendment (Minor)

An Administrative Amendment may be processed pursuant to Rancho Cordova Municipal Code Chapter 23.110.150(B), if determined by the Planning Director to be in substantial conformance with:

- The overall intent of the SCSP
- The applicable SCSP Development Agreement(s)
- The City of Rancho Cordova General Plan
- The SCSP Environmental Impact Report (EIR) and Environmental Impact Statement (EIS)

Examples of Administrative Amendments include, but are not limited to:

- The addition of new or updated information that does not substantively change the Specific Plan.

- Minor adjustments to land use boundaries and street alignments that maintain the general land use pattern.
- Variation in permitted use types and development standards if such variations do not substantively change the character of the SCSP, or are otherwise consistent with the current applicable City standards.
- Changes to the provision of public infrastructure and facilities that do not affect the level of service provided or affect the development capacity in the Plan Area.
- Changes to phasing boundaries or sequencing that do not affect infrastructure sizing, financing districts or the provision of adequate services to associated development.
- Modifications to the Development Regulations, such as revisions to design treatments or changes in specified plant materials, if it is determined that such changes achieve the design intent.
- Changes to other Specific Plan provisions if it is determined that compliance with such provisions creates practical difficulties or unnecessary hardship.
- Minor Residential Density Adjustments in which the number of units within a residential land use will be allowed to increase or decrease provided that:
 - The proposed change does not exceed the maximum number of dwelling units permitted in the assigned zone district in the SCSP.
 - The amended land use must be consistent with the goals, policies and requirements of the City of Rancho Cordova General Plan, the SCSP, and affected Development Agreements.
 - The amended land use does not result in significant modification to conditions of the approved tentative map, rezone, or applicable permits.

IMPLEMENTATION

- The amended land use does not affect the Community Facilities District, or any other benefit assessment facilities financing arrangement.

Such amendments may be appropriate from time to time in response to market feasibility, regulatory constraints or other factors, and will be considered by the City on a case-by-case basis.

Specific Plan Amendment (Major)

If the Planning Director determines that a proposed amendment does not meet the criteria of an Administrative Amendment, a Specific Plan Amendment shall be required. An Amendment is required when one of the following criteria is met:

- A new type of land use not specifically discussed in the SCSP is introduced.
- Significant changes to the distribution of land uses beyond that allowed by Section 9.6.3 Minor Density Adjustment, or other changes affecting land use are proposed which may substantially affect the Specific Plan.
- Changes are proposed to Development Regulations that, as determined by the Planning Director, would substantially change the physical character envisioned in the SCSP.
- Changes are proposed to the approved Phasing Plan that significantly increases or alters the area boundaries or units allocated by the proposed phasing schedule.
- Any change proposed to the Plan that the Planning Director determines could significantly increase environmental impacts, or cause other significant changes.

A Specific Plan Amendment shall be processed and reviewed under RCMC Chapter 23.155 in the same manner as the initial Specific Plan adoption.

9.6.3 Minor Density Adjustment/ Transfer of Density

The specific plan assigns to each residential parcel a density and allocated units, based upon factors such as site location, conditions and anticipated market demand for a variety of housing products. Table 3-3, Land Use Summary, in conjunction with the Land Use Plan, Table 3-4, Land Use by Owner, provides a detailed summary of the land use, zoning and unit allocation on a parcel-by-parcel basis. The design of individual residential projects may cause a more detailed assessment of these factors that results in the need to adjust the number of units assigned to some residential parcels.

It is the intent of the SCSP to permit limited flexibility in adjusting the number of residential units allocated to and from any single family or Medium Density (MDR) parcel and to and from any high density (HDR) parcel in response to market demand, subdivision design or other considerations. To request a Minor Density Adjustment, the owner or owners of both the transfer and receiving parcels shall submit to the Planning Director a Request for Minor Density Adjustment. The request shall identify the impacted parcels, designate the number of units requested for transfer and provide other documentation as required by the Planning Director to determine compliance with all of the unit transfer criteria below.

Transfer Criteria:

- The transfer and receiving parcels are within the SCSP and the total maximum number of approved units for the entire SCSP is not increased.
- The cumulative increase or decrease in units resulting from the Minor Density Adjustment does not change by more than twenty-percent (20%) the number of pre-transfer units allocated to any one receiving parcel as established by Table 3-3 of the SCSP.

IMPLEMENTATION

- The adjustments do not adversely affect the affordable housing program as set forth in the Affordable Housing Development Agreement (or other form as approved by the City). Any units designated as affordable units and are encumbered by an Affordable Housing Development Agreement are not eligible for unit transfers out of a parcel.
- The adjustments in density do not adversely affect planned infrastructure, roadways, schools, other public facilities or SCSP fee programs and assessment districts.

The Planning Director may determine that such Minor Density Adjustments fulfill the above criteria, and the adjustments are consistent with the intent of the SCSP and EIR/EIS. Such adjustments will not require an amendment to the SCSP.

If the Planning Director determines that the Minor Density Adjustment is not consistent with the criteria, the Director shall deny the Minor Density Adjustment, or refer it to the City Council for resolution. The applicant may appeal the Planning Director's determination to the City Council for resolution. The Planning Director may forward any determination of consistency to the City Council for review. When applicants request Minor Density Adjustments that do not comply with the above criteria, such requests shall require an amendment to the SCSP.



VOLUME II DEVELOPMENT REGULATIONS

FINAL DRAFT



November 18, 2013

AGENDA ITEM 14.1

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II.1. DEVELOPMENT REGULATIONS

1.1 CHAPTER PURPOSE

The Development Regulations provide the standards that guide development throughout the SunCreek Specific Plan Area (Plan Area). The purpose of this chapter is to provide clear, comprehensive rules for development.

The development regulations are the primary tools for implementing the concepts established in SCSP Volume I Chapter 2, Community Vision, Chapter 3 Land Use, and Chapter 5 Community Character.

1.2 OBJECTIVES

The SCSP vision is to create a distinct community with well-defined neighborhoods, retail, service, recreation and institutional centers linked by a dispersed, inter-connected circulation network. The vision includes relating urban development to the physical characteristics of the Plan Area in a manner that integrates open space and urban development.

The development regulations encourage creativity in designs that respond to the physical setting and the community vision.

1.3 REGULATIONS IN THIS CHAPTER

This chapter includes two sections that establish development regulations applied in the SunCreek Specific Plan (SCSP). Section 1.5 addresses regulations that apply throughout the plan. These include:

- Neighborhood Connectivity
- Traffic Calming Measures
- Common Area Landscape Standards
- Streetscape Standards
- Parking
- Fences and Screens

- Sustainability: Energy Conserving Design
- Sustainability: Urban Runoff and Natural Features
- Art in Public Places
- Outdoor Lighting
- Signs

Section 1.6 addresses the special design standards that apply to the Center Form Based Districts identified in Volume I Figure 3-3. The key components of the form based development standards for the Center Districts in SCSP are:

- Permitted Land Uses
- Application of the Street Typology
- Design Guidelines for Buildings
- Street Frontage Building Types
- Site Development Standards
- Special Character of Each Center District

1.4 CITY OF RANCHO CORDOVA GUIDELINES AND REGULATIONS

In order to encourage creativity and maintain consistency with the City's overall vision the SCSP incorporates, by reference, the Rancho Cordova Municipal Code standards. The SCSP also provides special standards designed to achieve a certain form and character in the Plan Area. This chapter includes specific references to the applicable existing City regulations, standards and guidelines, rather than repeating the entire standard. This chapter also provides special development regulations where required to fulfill the design vision or specific conditions in the Plan Area.

1.4.1. Municipal Code Zoning Standards (RCMC-Title 23)

This chapter contains specific references to regulatory sections of the Rancho Cordova Municipal Codes (RCMC) Title 23-Zoning Code that apply to development anticipated in the SCSP. For example, the SCSP includes by reference standards for signs, landscaping, lighting, and other site elements provided in RCMC Title 23 Article 7 (Site Planning and Development Standards). Specific standards applicable only to the SCSP (identified as “DS XX”) supplement the RCMC. Where this chapter is silent on a general site development regulation, provisions of RCMC Title 23 Article 7 will apply. Where standards described in the SCSP differ from citywide standards, the provisions of the SCSP will apply.

The RCMC may be amended from time to time. The then current standards of the RCMC shall apply at the time that a project application is deemed complete under Zoning Code Section 23.110.050, Determination of Completeness.

Application of Form Based Designations

The SCSP includes areas designated as Center Form Based Districts as illustrated in Figure 1-4 and Volume I Figure 3-3.

RCMC Title 23 Article 5-Form Based Provisions defines the concept of a form based district in the Center Districts in the SCSP. The RCMC form based development standards for the Village Center (RCMC Chapter 23.507 Village Center Zone Standards) and the Regional Center (RCMC Chapter 23.513 Regional Town Center Zone Standards) shall apply in the SCSP except where specific standards are described in Section 1.6.

1.4.2. City of Rancho Cordova Design Guidelines

Rancho Cordova Design Guidelines, adopted by the City in September 2005, implement the City’s vision for quality projects that enhance the

character of the community as outlined in the City’s General Plan. The Guidelines describe details of the City’s vision and the City’s design goals. The Design Guidelines provide design professionals, property owners, residents, staff, and decision-makers with a clear and common understanding of the City’s expectations for the planning, design and review of development proposals in Rancho Cordova.

Generally, the City’s Design Guidelines apply to all new development within the City and are based on development type, rather than zoning designation. The Guidelines supplement the minimum development standards in the City’s Zoning Code (RCMC Title 23). Where the existing zoning provisions do not allow the development type or design flexibility preferred by the City, staff will propose corresponding amendments to the Specific Plan to ensure the desired result. Volume I, Section 9.6.2, Specific Plan Amendment Procedures prescribes the procedures for such amendment.

The SCSP incorporates by reference the RC Design Guidelines. This chapter provides specific references to topics in the RC Design Guidelines where applicable throughout this chapter.

1.5 GUIDELINES FOR COMMON AREA AND GENERAL DEVELOPMENT

The following design guidelines apply throughout the Plan Area wherever the applicable conditions are found.

1.5.1. Neighborhood Connectivity and Circulation

The SCSP is designed to facilitate pedestrian and vehicle connectivity between neighborhoods, and between neighborhoods and commercial areas. Volume I: Chapter 4 Circulation describes a detailed plan for streets and pedestrian/bike ways that provide a high level of connectivity throughout the Plan Area. Also, refer to RC Design Guidelines Connectivity and Circulation, p. 2:8.

Volume I Figure 3-2 Specific Plan Illustrative Plan shows the conceptual development plan for standard and minor residential streets. The final route and design of these streets will be determined in the Tentative Map approval process. The following measures guide the design of the neighborhood streets.

- DS 1. The street system shall be designed to encourage low volume/low speed traffic within neighborhoods.
- DS 2. The neighborhood street system shall be designed to provide multiple, direct and convenient traffic routes that make it easy to walk or bike to nearby homes, parks, schools and commercial areas.
- DS 3. Single loaded streets shall be used where practical adjacent to Preserve areas to control surface run-off, and provide open space views from the built environment (shown in Volume I Figure 6-1 Location of Proposed Natural Resource Preservation Areas).
- DS 4. The internal streets and pedestrian ways in each neighborhood shall be designed so that residents can easily walk or drive from one neighborhood to another. Each neighborhood shall provide at least one neighborhood street connection to each adjacent neighborhood unless constrained by a major road, wetland preserve or other significant feature.

Pedestrian Access to Arterial Street Sidewalks

In some communities, long stretches of arterial streets that do not have pedestrian connections, residential street intersections, or vehicular connections to the adjacent neighborhoods limit walkability. As illustrated in Volume I Figure 3-2, Specific Plan Illustrative Plan, the SCSP is generally designed to provide residential street intersections along major arterials and thereby

provide pedestrian access to sidewalks along major streets.

- DS 5. Access to the sidewalk along an arterial or local streets from the interior of neighborhoods will be provided at intervals of not more than one thousand (1000) feet and an average of eight hundred (800) feet.
- DS 6. Pedestrian circulation will typically be provided along residential streets that intersect with the collectors. However, where the road system does not provide sufficient pedestrian connectivity along an arterial street, access will be provided by a pedestrian walkway connection (paseo) between an interior street and the arterial street sidewalk.



Example of a pedestrian link between residential street and adjacent arterial street.

- DS 7. Pedestrian access shall be provided from the interior of neighborhoods to the arterial street sidewalk within 400 feet of a transit stop.

1.5.2. Traffic Calming Measures

When included in proposed subdivision plans traffic calming measures shall be developed at the discretion of the project applicant and City Engineer at the time of improvement plan approval. Such measures shall be consistent with the Neighborhood Traffic Management Plan (NTMP). Chapter 7 of the NTMP identifies

approaches for traffic calming in new neighborhoods.

Also, refer to RC Design Guidelines Connectivity and Circulation, p.2:8, and Specific Plan Volume I Section 4.5.

1.5.3. Landscape Standards

These Landscape Standards describe minimum planting standards, appropriate tree species and planting densities within newly landscaped areas that are visible to or shared by the public. Refer also to RC Design Guidelines Landscaping p.2:42.

The SunCreek Plan Area is relatively dry grasslands with poor soils in the natural condition. Landscaping in the street corridors and common areas will add shade, color, and texture. The effects will include a cooling of streets, sidewalks, parking areas, and buildings. However, the landscapes adjacent to preserves must be compatible with the natural conditions that include hot, dry summers. Moreover, the landscape areas must avoid the potential to change the natural ecology of the Preserve Areas by inadvertently introducing invasive, competitive plants.



Informal naturalized landscape along open space edge.

Landscaped areas should appear to be an extension of the natural open space, although more attractive and diverse.

The landscape palette must emphasize drought tolerant, non-invasive species that will be visually compatible with the environmental setting of the Plan Area. Lush lawns and water demanding trees and shrubs are generally not appropriate, but are not prohibited where they may provide a focal point or other landscape statement.

Street landscaping should include a primary tree planted in a regular cadence to establish the character and form of the street edge, but otherwise should convey a sense of natural informality. Secondary trees, shrubs and ground cover should be placed with consideration to water demand first, and then to form and color to create a memorable collage. Mass plantings of single species and plantings in a geometric grid are to be avoided.

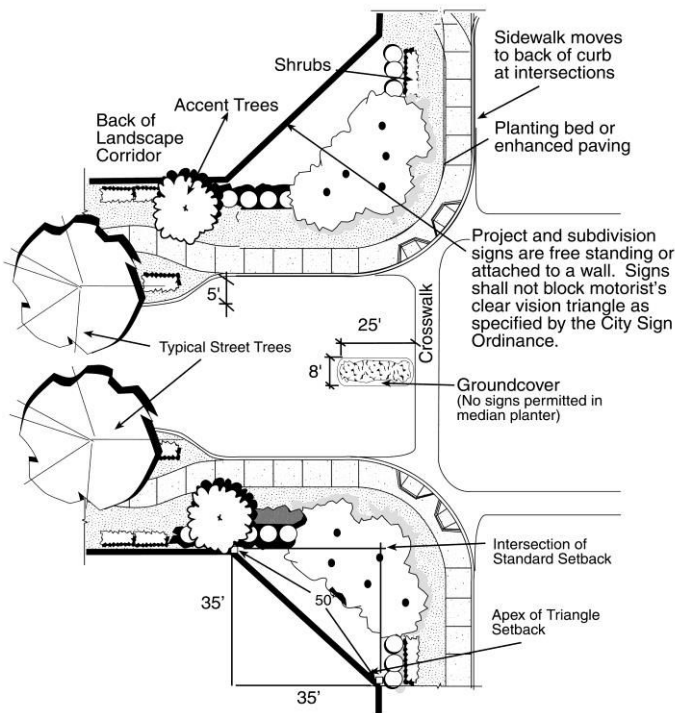
- DS 8. Landscapes shall be designed with consideration of the transition of the plant mix as trees and shrubs mature and change shape, color, water demand and shading characteristics over time.
- DS 9. All trees installed in all street landscape corridors and common areas shall be consistent with the adopted City Tree List, and shall emphasize drought tolerant and native or native compatible species.
- DS 10. Where feasible, require that underground utility lines near future tree planting areas must be designed and installed to minimize impacts to trees. Project applicants shall work with the utility provider(s) to coordinate the location and other potential impacts associated with the under grounding of the utilities.
- DS 11. If provided by the City or other agency, home builders shall distribute leaflets and planting guides at the time of first occupancy that promote the use of drought-tolerant native vegetation in home landscaping.
- DS 12. Careful selection and placement of trees and shrubs shall be used to frame the view of open space adjacent to streets.

Gateways

Gateways occur in several locations throughout the plan at the entry to individual neighborhoods as well as the primary entries to the SunCreek community. Volume I Figure 5.2 Community Design Features identifies potential gateway locations; however, the specific location and character of the gateway features will be determined in the Tentative Map approval process.

DS 13. The neighborhood entry includes the landscape corridor plus an additional triangular setback area. The neighborhood entry shall provide an offset that may be used for project signage oriented toward the intersection.

Figure II.1-1 Conceptual Plan of Neighborhood Entry Gateway



DS 14. Landscaping in the neighborhood entry may include accent trees, colorful annual plants, signage and other special landscape

elements such as enhanced paving and seating areas.

DS 15. Where provided at the rear of corner clips, fencing shall be a masonry wall (with pilasters or columns) to match or accent the adjacent masonry wall.

DS 16. Improvements and plantings within corner-clip areas shall allow adequate vehicular lines of sight at intersections.

1.5.4. Streetscape

Street furnishings (including benches, trash receptacles, bollards, planters, bus shelters, and other similar amenities) are permitted within landscape corridors provided placement does not interfere with clear-vision standards for street intersections, or pedestrian movement along the sidewalk. Refer also to RC Design Guidelines: Streetscape, p.2:46. The location and type of street furnishings shall be reviewed at the Tentative Map, design review, or improvement plan stage as appropriate for the type of approval required for the proposed development.

DS 17. The design of street furnishings should match or complement the design of surrounding elements including other furnishings, walls and fences, and building architecture.

DS 18. Street furnishings are to be low-maintenance.

DS 19. Metal components of street furnishings shall not be exposed such that they could burn someone in high ambient temperatures.

1.5.5. Parking

The RCMC Section 23.719 regulates parking and loading standards in all land use designations in the SCSP. Refer also to RC Design Guidelines: Parking, p.2:50.

These standards regulate the amount, location, and development of motor vehicle parking, bicycle parking, and on-site loading areas. The purpose of

the standards is to provide for safe vehicular parking, circulation, and loading requirements supportive of a variety of uses in this pedestrian, bicycle-friendly, and transit-supportive plan.

1.5.6. Fences, Walls and Screening

The RCMC Section 23.731 regulates the height and location of fences, walls, and screening to provide light, air, and privacy without obstructing views, to establish buffers between certain land uses, and to safeguard against visual obstructions at street intersections and/or driveway locations. Refer also to RC Design Guidelines: Screening and Service Areas, p. 2:54 and Streetscape, p.2:46.

Unless otherwise exempt in RCMC 23.731.040 (Exemptions), design review approval shall be required for fences and walls.

Masonry Walls

Two types of masonry walls will be used in the Plan Area. Simple masonry walls will be used between dissimilar land uses to provide security and privacy. Enhanced masonry walls are typically located where sound walls are necessary along arterial streets adjacent to low-density residential and medium-density residential parcels.

Simple Masonry Walls

DS 20. Masonry walls that are used primarily to demarcate property boundaries between disparate land uses and are less visible from public streets may be simple block walls.

Enhanced Masonry Walls (Sound walls)

Wherever sound walls are required to mitigate sound impacts adjacent to streets, the following standards shall apply. These standards shall not preclude the use of other innovative methods of project design utilizing greater setbacks, building design, mounding, or single-story structures with solid walls facing the street.

DS 21. Soundwalls shall be installed as required

subject to acoustic analysis and shall be placed at the outside edge of the road ROW or landscape easement. The area between the road curb and the wall shall include a public sidewalk and landscaping, including canopy street trees consistent with the street cross sections defined in Volume I Chapter 4, Section 4.4.3.

DS 22. Maximum height of a wall shall not exceed six feet above the finished grade at the base of the wall on the roadway side.

DS 23. Landscaping should become the dominant element in the corridor, rather than a masonry wall. Therefore, the masonry walls along public corridors should be a simple design, of quality materials, that will eventually be a background element screened by, or visually recede beyond the landscape materials. The appropriate designs will include a simple, attractive surface pattern, detailing to articulate the wall cap, and columns or pilasters to mark the wall ends and changes in direction.

DS 24. When the sound and/or visual screening effect requires a wall exceeding six feet in height, earthmounds shall be used to elevate the wall to the necessary height. The mounds shall not exceed a three-to-one slope. The mounds may support the wall or be placed against the wall on the street side. Drainage shall be contained so there is no sheet flow of water onto the sidewalk.

DS 25. Columns or pilasters may be embellished with textures, complementing materials, or articulation details (such as shadow lines). In addition, signature or logo elements that are cast or otherwise incorporated in the column or pilaster face may be included at end pilasters at road entries into projects.

DS 26. Masonry walls along the public streets shall not block views to the open space corridors, or obstruct service access to electric, telephone, cable, water or sewer

services or equipment.

DS 27. Variations in wall designs within the Plan Area are acceptable at the following notable break points only: creek crossings, arterial intersections, and major changes in land use. Notwithstanding this, continuity in theme and materials shall be incorporated where variations occur.

Enhanced Wood Fences

Enhanced wood fences or masonry shall be constructed where lots abut a park or school.

DS 28. Minimum solid-wood fence height is 6-feet. Enhanced wood fences may be placed on a berm not more than 24" above the elevation at the back of the adjacent sidewalk.

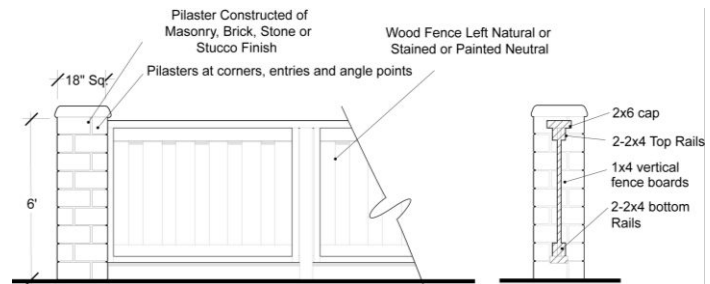
DS 29. Fence sections will be 8 to 10-feet in length supported by 4-by-4 posts or comparable, durable posts.

DS 30. Pilasters or columns shall be used in enhanced wood fences at each side of neighborhood vehicular entrances, at pedestrian walkway entrances, and at each angle point (change in direction).

DS 31. Pilasters and columns shall be constructed of materials complementary to the wood fence. Acceptable materials include masonry block, brick, stone, cobble and stucco finish. The pilaster material and design shall be consistently applied throughout individual subdivisions.

DS 32. Enhanced wood fences are to be of redwood or comparably durable materials construction, and if painted or stained, should be an earth tone color.

Figure II.1-2 Enhanced Wood Fence Example



Open Space and Trails Fencing

DS 33. Open decorative metal fences constructed of tubular steel or wrought iron shall be used adjacent to the open-space areas along the rear and side property line of residential parcels that abut open space areas. Open fences, or post and cable, may also be used adjacent to open space to define pedestrian pathways and to separate different functions within landscape corridors (for example, to restrict access of dirt bikes and motorized vehicles).

DS 34. Chain link fencing is generally not allowed.

DS 35. Open fencing shall not exceed 6-feet in height.

DS 36. Brick or other masonry pilasters or columns may be used as an optional detail with open style fences.

DS 37. Bollards may be placed to control vehicular traffic and pedestrian flow, and along pedestrian/bike paths leading to the school, park, or open-space sites. These bollards shall be removable steel post or approved replacement.

DS 38. Bollards may be constructed of metal, precast out of natural or integral-color concrete or of alternative materials approved by the City.

1.5.7. Sustainability: Energy Conserving Design

Energy conserving design not only reduces the on-going operating costs of buildings but also minimizes the demand for new energy sources. The design of energy conserving buildings responds to the climate of this region and thereby establishes a distinctive architectural style. Energy conservation can be implemented through the following measures. Refer also to RC Design Guidelines Sustainable Development: Solar Access, Energy Efficiency, and Green Buildings, p. 2-62.

- DS 39. Solar access for individual dwellings should be considered where feasible in the design of the local street network. Design of buildings shall demonstrate consideration of energy-efficient concepts such as natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.
- DS 40. Use of wind and thermal mass to heat and cool structures and public spaces should be considered in the design of all commercial buildings.
- DS 41. Buildings adjoining public spaces, such as along a pedestrian path, should be designed to provide sun to walkways and primary gathering areas in the winter.
- DS 42. Sun shade structures such as structural overhangs, verandas, trellises and porticoes may be incorporated at the primary entry and pedestrian approaches to all buildings.



Example of Shade Trellis on a Commercial Building

1.5.8. Sustainability: Urban Runoff and Natural Features in the Plan

Extensive open space is a major feature of the SCSP that includes both naturally occurring wetland areas and man-made water quality and storm water control basins. The development standards in this section address two primary concerns regarding these features; the interface with urban land use, and the aesthetics and amenity of the open spaces.

Interface between Urban and Protected Wetland Areas

Permits issued to individual landowners by the US Army Corps of Engineers under Section 404 of the Federal Clean Water Act establish the specific development standards that shall apply to areas adjacent to Preserve Areas identified in Volume I Figure 6-1 in the SCSP. These standards protect and manage those resources according to the principles and standards identified in Volume I Section 6.3.2 Strategy Principles and Standards, Watershed Management Design Standard. Public access to the Preserve Areas is strictly prohibited.

The naturally occurring areas are open grasslands that provide broad vistas from buffer areas along the perimeters. The edge areas provide a transition from the urban area to the protected wetlands. The plant materials in the edge areas

transition from non-invasive trees and groundcover near the urban edge to natural grassland and compatible species adjacent to the protected areas.

The USACE permit will regulate irrigation and fertilizing of plants in the buffer areas. All surface waters draining toward the protected area will be captured and treated in surface water quality swales prior to discharge to the natural drainage. Where a bike trail is included in the edge area, the trail will serve as a demarcation of the natural grass lands. No trees or exotic vegetation will be permitted between the bike trail and the protected area.

The Environmental Protection Agency (EPA) requirements for construction activities and new uses pursuant to the National Pollutant and Discharge Elimination System (NPDES) will include the use of Best Management Practices (BMP) to prevent pollutant run-off during a storm occurrence within the urban development areas.



Example of a view to urban land use adjacent to natural open space.

The BMPs available to decrease storm water discharge on project sites during construction activities include both non-structural and structural measures. The non-structural measures include grading controls and “housekeeping” techniques. Typical grading controls involve timing, staging, setbacks and buffers, and restrictions on activities within open areas. Housekeeping techniques involve limitations on

material storage and disposal, soil stabilization of all roads and entrances, dust control, and mandatory site cleanup. Refer also to RC Design Guidelines Sustainable Development: Urban Runoff, p.2:60 and Sustainable Development: Natural Features of the Environment, p. 2:64.

DS 43. All commercial and multi-family development shall incorporate features to enhance on-site water quality such as grassy swales, multi-use detention basins, and integrated drainage systems.

DS 44. All development within the Plan Area shall apply best management practices to protect receiving waters from the adverse effects of construction activities, sediment and urban runoff.

DS 45. The applicant shall install appropriate signage to deter the discharge of hazardous materials into storm drains. Such signage shall be approved by the City of Rancho Cordova.

DS 46. All Tentative Maps shall contain urban runoff control strategies and requirements that are consistent with Master Drainage Plans and the City’s urban runoff management program. Such strategies may include participation in an area-wide runoff control management effort consistent with standards developed by the Public Works Department.

Water Control Basins and Channels

The man-made basins and drainage channel along Grantline Road are designed to protect the area from storm water. The basins also treat the pollutants in surface water run-off through natural processes. These features primarily provide the storm water management and water quality treatment. These man-made features must also be aesthetically pleasing, blend visually with the nearby landscapes, and provide space for pedestrian and bicycle trails. The basins are not constrained by the federal regulations that apply to the natural protected areas and so the

landscaping palette can be more inclusive of trees, shrubs and groundcovers, but must also maintain the capacity of the basins and the channel.

Storm water management needs will determine the ultimate shape of the basins. The SCSRP reserves locations (illustrated in Volume I Figure 8-4 Local Detention Basins) and adequate space to accommodate a worst case scenario in which the maximum storm water storage capacity is required. In such cases a relatively uniform shape would be required, however, in all cases a buffer area is provided that would accommodate a landscape and path that will soften the edges of the basin.

The space reserved for each basin will allow for a wider naturalized edge in the event that the required storm water capacity is less than the maximum. In these cases, the edge and the bank of the basin will vary to provide a more natural appearance, and the buffer will allow more room for the bike and pedestrian trail.

Where basins are adjacent to natural open space they are a transitional feature from the urban land use. Trees along the basin edge near the urban use will transition to lower shrub, groundcover, and grasslands along the open space edge. The basins located at the edge of the community park

will take on the character of the park and will be surrounded by trees and groundcover compatible with the adjacent park area.

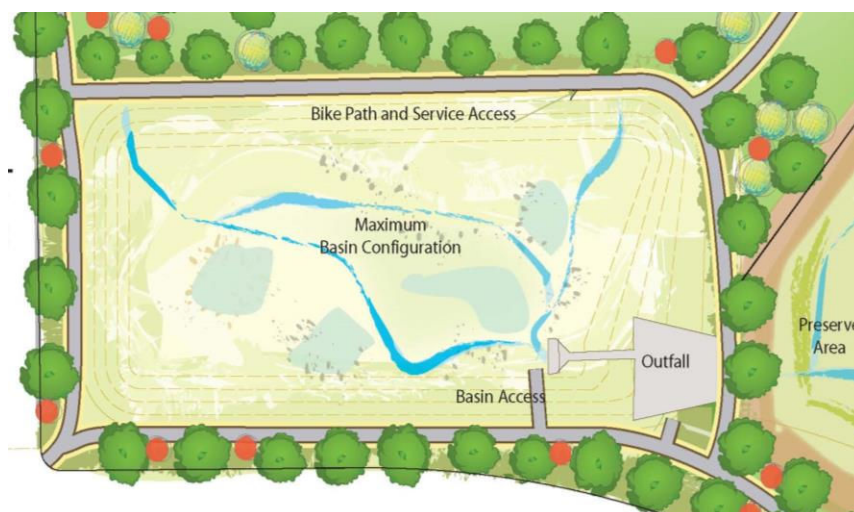
The USACE permit regulates the use of the natural channels within the protected wetland areas and thus these are generally undisturbed.

Man-made channels are very limited in the plan and are generally associated with linking the basins to discharge areas. In these cases the channels will be designed as an integral part of the basin and will take on the characteristics of the basin, including contouring and landscaping.



Example of naturalized drainage channel.

Figure II.1-3 Conceptual Basin



One significant exception is the channel that parallels Grantline Road on the east side of the plan and then enters a small detention basin on the south edge of the plan. This channel primarily serves to carry storm water from the north side of Chrysanthy Boulevard and discharge it to the natural Upper Laguna Creek drainage to the south. The channel is inherently linear and straight as it follows Grantline Road. The channel will provide clustering of trees along both sides that will allow views to signage and buildings in the future Regional Town Center land uses, but will also provide an attractive edge along Grantline Road.



Conceptual view of channel adjacent to Grantline Road.

DS 47. Design of the drainage systems in the Plan Area will specifically consider the appropriateness of the following measures: storm water quality treatment, storm water detention structures, summer nuisance flow retention and percolation, and hydro-modification control structures. While each water quality wet basin has been sufficiently sized to meet the runoff demands from its respective drainage shed, each builder will have the option to incorporate LID design features within each of its development and downsize the size of the water quality basins accordingly.

DS 48. The project shall place erosion control and velocity dissipation devices at all

detention structures and along the length of any outfall structure as necessary to limit erosion into and within water courses. Furthermore, the project will utilize Best Management Practices consistent with all local post construction storm water management requirements, policies, and guidelines.

DS 49. All basins shall be designed as visual amenities that are an extension of the landscape on the nearby streets. In most instances this will involve naturalized drought tolerant and low maintenance landscaping. The basins may have a semi-permanent pool serving water quality purposes.

DS 50. Basins shall have irregular contours to create a natural appearance. Side slopes of 5:1 should occur on not less than 10 percent of the basin edge to allow access to the basin.

DS 51. Fences should be avoided if possible. Where required, fences shall be open types with a black matte finish. (Refer to Section 1.5.6).

DS 52. Landscape improvements within and adjacent to basins shall use drought tolerant and low maintenance plant materials.

DS 53. Nearby pedestrian and bicycle trails shall be routed in or along the rim of basins.

1.5.9. Art in Public Places

Art in public places can include art as commonly described such as murals and sculpture. In the SCSP the intent is to also integrate art into the every-day infrastructure by simply selecting well designed, attractive fixtures where practical. Manhole covers, tree grates, directional signage, bike racks, benches, lighting fixtures, water features, and other street furniture can all be art.

Refer to RC Design Guidelines Site Design: Art in Public Places, p.2:66 for a description of city-wide standards.

DS 54. Art should be located around the Plan Area rather than concentrated in a few locations.

DS 55. Art can be incorporated in landscape corridors and neighborhood gateways.

DS 56. Art in public places should typically be scaled to allow pedestrians to enjoy it.

1.5.10. Lighting

The RCMC Section 23.725 applies to all new and existing land uses, including permanent and temporary uses in all zoning districts. Refer also to RC Design Guidelines: Lighting, p.2:68.

The purpose is to regulate lighting to balance the safety and security needs for lighting with the City's desire to ensure that light trespass and glare have negligible impact on surrounding property (especially residential) and roadways.

DS 57. Street lighting will be low intensity and generally limited to locations required for traffic and pedestrian safety.

DS 58. Lighted features including but not limited to lighted bollards, lighted shelters, back-lighted planters, and accent-lighted wall surfaces and signs, are permitted provided light sources are low-level and screened from adjacent streets, walkways and homes.

DS 59. Planting shall be restricted within the zone of light for street lights in conformance with the City standards.

1.5.11. Signs

The Rancho Cordova Municipal Code (RCMC) Chapter 23.743 shall regulate all signs in the SunCreek Plan Area. Refer also to RC Design Guidelines: Signs, p. 2:72.

1.6 CENTER FORM BASED DISTRICT DEVELOPMENT STANDARDS

Development of the Center Form Based Districts (Center Districts) identified in Figure II. 1-4 shall be subject to regulations and standards defined in this section. As described in Volume I: Section 3.3, “form based code” is a regulatory approach that describes the form and character of development. A form-based code incorporates many components of conventional zoning standards, but organizes the application of these standards according to a vision of aggregated development patterns rather than individual land use categories. A form-based code goes beyond conventional zoning development standards by describing the physical outcome of the development in terms of street character, building relation to the street, and pedestrian friendliness and other factors.

This section adds specific standards and guidelines to supplement the conventional permitted uses and development regulations established in the Rancho Cordova Municipal Code (RCMC) Title 23. Applications for development projects must comply with the development regulations in RCMC Title 23, Article 5 and any applicable supplemental standard for the SCSP set forth in this chapter.

The key elements of the SunCreek Centers Form Based Districts regulations include:

- Permitted Land Uses
- Street Character and Configuration (Street Typology)
- Building Front Character and Configuration (Frontage Typology)
- Pedestrian Ways
- Common Spaces

1.6.1. Application

The SunCreek Center Form Based District regulations apply to three areas identified in Figure 1-4 and Volume I Figure 3-3 as Districts A, B, and C. District C is a Regional Town Center and Districts A and B are planned as Village Centers as defined in RCMC Title 23 Article 5-Form Based Provisions. Each Center District has a different character and purpose that requires different standards and a different development approach.

The term “Center District” refers to the boundary of the area identified in Figure II. 1-4 and not to a specific zone district designation. The Center Districts encompass specific zone districts that regulate the specific land uses and development standards. Each Center District allows for a mix of commercial (VC or RTC) and residential uses (HDR or CMDR), which can be mixed and allocated according to a detailed plan. Each Center District includes a “Main Street” as described in the RC Design Guidelines Commercial and Commercial Mixed Use: Commercial, p.3:10.

Prior to any development within the three Center Districts, a detailed conceptual plan for the subject District must be approved by the City Council.

The requirements of RCMC Section 23.722 and the RC Design Guidelines shall apply whenever a non-residential, mixed-use, or multifamily residential project is subject to design review.

1.6.2. Permitted Uses

Article 3 the RCMC Title 23, specifically Table 23.307-1 (Agricultural), Table 23.310-1 (Residential), Table 23.313-1 (Mixed Use), and Table 23.319-1 (Public/Quasi-public) regulate the Permitted Uses in the SCSP, except that residential uses are not permitted in the Village Center Zone designation. Refer to SCSP Volume I, Section 3.2.3.

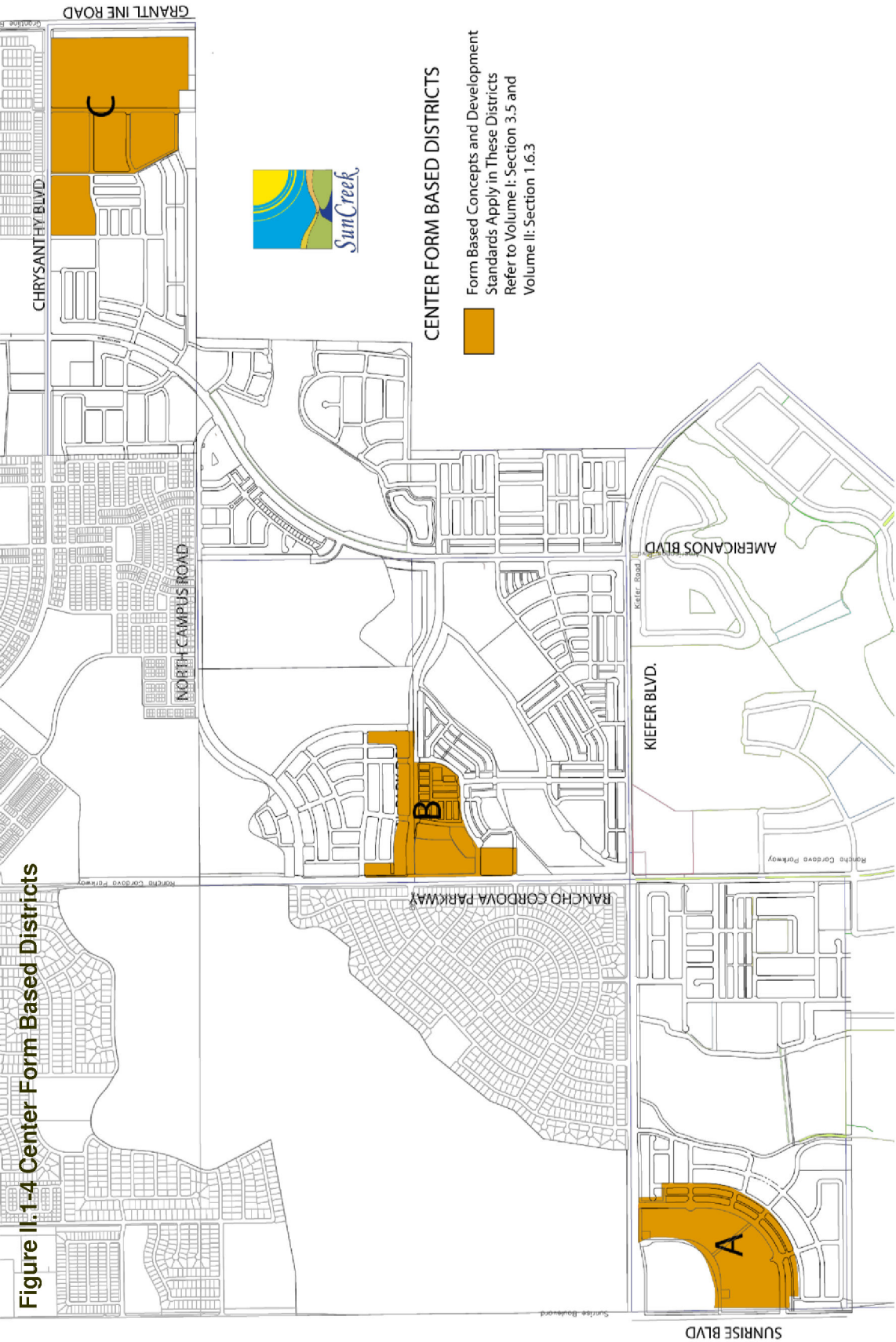


Figure II.1.4 Center Form Based Districts

1.6.3. Center District Development Standards

Form based development standards primarily address the relationship of building purpose and form to the adjacent streets and pedestrian areas. Conventional development standards apply to the basic organization of the development area, including standard rear and side setbacks. Height, site coverage, floor area ratio (the relationship of building height to site coverage) and presentation to the street expressed in terms of minimum

building frontage are the primary metrics for building mass regulation within the Center Districts. Separate standards are established for the Districts “A” and “B” that include the Village Center (VC) zone designation, and for District “C” that includes the Regional Town Center (RTC) zone designation.

These development standards reflect the differences in scale, mix of uses represented in each of the Center Districts.

Table II.1-1 establishes these basic standards for the Center Districts in the SCSP.

Table II. 1-1 Center District Development Standards

	District C Regional Town Center Standard	District A and B Village Center Standard
Max block length	820 ft.	800 ft.
Max block perimeter	2,800 ft.	1,950 ft.
Max pedestrian block length	440 ft.	600 ft.
Residential density		
Min density	20 du/acre	12.1 du/ac ^{1.}
Max density	38.7 du/acre	25 du/acre
Minimum building frontage		
Primary street	60%	60%
Side street	50%	45%
Floor Area Ratio (FAR)		
Minimum FAR	0.25 ^{2.}	0.25 ^{2.}
Maximum FAR	2.0	1.0
Building height		
Minimum height	20 ft.	20 ft.
Maximum height	75 ft.	60 ft.
Building Setbacks		
Minimum Front Setback	0 ft.	0 ft.
Minimum Side Setback	0 ft.	0 ft.

Notes on Districts A and B:

1. The residential uses in Center Districts A and B will include CMDR and HDR housing at a minimum of 12.1 dwelling units per acre.
2. The City Council may reduce the minimum FAR to no less than 0.2 by Design Review approval, subject to the following criteria:
 - a. The planned uses and design of the commercial development are appropriate to serve the local area and are consistent with the City’s development objectives which are described in the General Plan, in the City Design Guidelines and in this Chapter ; and
 - b. Granting the FAR reduction will not adversely affect the interests of the public or the interests of the residents and property owners in the vicinity of the new development; and
 - c. The FAR reduction is the minimum required to support the site plan.

1.6.4. Street Typology

The street is a key component of development within Center Districts. In these Districts the street characteristics, including the width of the travel way, number of travel lanes, width of the sidewalks, setbacks from the curb, and the landscaping and streetscape (furniture, lighting and way-finding signs) contribute much to the identity and vitality of the adjacent commercial and residential uses. The SunCreek Center Districts apply the “Main Street” concept identified in the RC Design Guidelines. *“The design of access and circulation on project sites should tie the development into the overall neighborhood, and the internal circulation may be a part of the City’s circulation and street system, where buildings front onto and have pedestrian connections with the public right-of-way.”*

The location and character of each of the “Main Street” features is discussed in Section 1.6.10 District Descriptions.

Volume I, Chapter I.4 Circulation defines the street cross sections in terms of number of lanes, lane width, landscape corridor, sidewalks and bike/pedestrian trails. Volume I, Figure 4-3, Major Streets Master Plan identifies the basic configuration of the street network and the primary street type applied.

The SunCreek Center Districts use the Standard Collector Street (Volume I, Figure 4-7) as the Main Street.

Arterial

Arterial streets along the edge of the Center District designations include Kiefer Boulevard (District “A”), Rancho Cordova Parkway (District “B”) and Chrysanthy Boulevard (District “C”). Refer to Volume I, Figure 4-4.

DS 60. The median in the center of the roadway shall be utilized to facilitate the safe passage of pedestrians across a minor arterial.

Suggested treatments include landscaping and pedestrian refuges at crossings.

DS 61. The landscaping strip along the sides of the roadway shall be designed to create a separation between pedestrians and fast-moving vehicles. The strip should include a landscaped area between the edge of the curb and the sidewalk. Street trees and lighting should be provided and designed at a pedestrian scale.

DS 62. Where right-turn lanes are required, the width and design of sidewalks and landscape strips shall maintain the quality of the pedestrian environment.

DS 63. The facades of buildings located at the edge of right of way in Center Districts should include storefront, multi-family residential and office use frontage types. It is preferred that building frontages approach the sidewalk.

Collector Street

Collector streets (Main Streets) in the Center District include Crescent Drive in District “A”, and the un-named crescent street in District “B”, and the un-named north-south street in District “C”. Refer to Volume I, Figure 4-7 and Figures II. 1-6, II. 1-7, and II. 1-8 for location of the Main Street in each Center District. Additional collector streets with medians may be located in District C when a specific development plan is prepared for this area.

Central Park Drive is a unique condition in District B that serves both as “Main Street” flanked by commercial and residential use, but also as a primary pedestrian corridor linking the Village Center to the Community Park and the High School. Volume I, Figure 4-10 Pedestrian Boulevard illustrates the special character of this street.

DS 64. The landscape strip areas shall be designed to provide pedestrians with secure passage along the roadway and motorists

with adequate views of the storefronts located along the street. Street trees and lights designed to the pedestrian scale shall be placed within continuous landscape strips to provide a barrier between the roadway and sidewalk. Larger canopy trees shall be used where possible to shade the sidewalk and the street.

- DS 65. Intersections should be designed to provide pedestrians with safe passage. Features may include pedestrian bulb-outs, differentiated accent paving within the intersection, pedestrian refuge areas within the medians of arterials, and in-street crossing lights.
- DS 66. Turning movements typically occur from within the main travel lanes; however, short (one- to two-car-length) turn pockets may be provided at some intersections in lieu of parking on one side of the street.
- DS 67. Storefront, multi-family housing, porch, door yard/terrace or light court, and stoop frontage types are preferred.

Minimal Sidewalk Frontage Access

Exposure of the building or common area such as a plaza at the back of the sidewalk is used to facilitate access from a public right-of-way or an on-site sidewalk to a public space. Refer also to RC Design Guidelines Site Design, Building Placement and Orientation, p. 3:18.

- DS 68. For a public space located adjacent to one street, the area of the space within 15 feet of a public right-of-way or an on-site sidewalk along at least 50 percent of the space's street frontage shall be free of obstructions.
- DS 69. For corner public spaces, the area within 15 feet of the intersection of two or more streets on which the space fronts shall be at the same elevation as the adjoining sidewalk. In addition, at least 50 percent of each of the space's frontages shall be free of obstructions.

DS 70. To be considered free of obstructions, public spaces shall include at least four feet of unobstructed area between obstructions when measured parallel to right-of-way or sidewalk.

DS 71. For obstructed portions of a space's frontage, no walls or other obstructions, except for fixed and moveable seating and tables, shall be higher than two feet above the curb level in front of the space.

DS 72. Trees planted flush to grade, light stanchions, public space signage, trash receptacles, railings for steps, and substantially open fencing around seating areas not exceeding 36 inches in height shall be considered permitted obstructions.

Kiefer Boulevard adjacent to the commercial use in District A is a special condition due to the Secondary (10') bike trail in the 35 foot wide pedestrian corridor on the south side of Kiefer Boulevard. In this condition, the commercial use will be located at the edge of the "build to line" (edge of right of way) as illustrated in Volume I, Figure 4-21. In this condition, the space between the multi-use trail and the building front can be used for an outdoor dining area, rest stop, or landscaping.

1.6.5. Design Guidelines for the Center Districts

Each of the Center Districts will have a distinct character as described in Section 1.6.10 below. However, all of the development in the Center Districts, particularly commercial and office use will be guided by the following design principles. The intent is to create an overall sense of community with high quality, pedestrian oriented design. The following principles shall apply to all Form Based Districts.

- Center Districts should be visually appealing from all public areas, including adjacent streets and

sidewalks, and to pedestrians as well as persons in automobiles.

- Center Districts should be appropriate in scale and massing relative to adjacent land uses.
- Center Districts should provide for convenient, attractive pedestrian access from street fronts and from adjacent commercial, office and residential land uses.
- Center Districts should provide for convenient, attractive pedestrian access within the center with dedicated pedestrian ways between all buildings and pedestrian spaces such as plazas, courtyards and terraces at natural gathering areas within the site.
- Center Districts should minimize noise, light, vibration and odor impacts on the surrounding neighborhood.
- Center Districts should be functionally efficient in terms of resource requirements, traffic circulation, emergency access, and delivery and waste removal.

Architectural Style

The common characteristics established in these guidelines will create a sense of overall consistency and common identity throughout the Plan Area. The buildings need not emulate any historical style. Design continuity and appropriate style address building scale, pedestrian access, the proportion of wall to arcade, window placement and proportions, height of walls, building color, building materials, and response to the site conditions. The application of these guidelines will produce architecture that reflects the individual needs of the building owners, and the character of the SunCreek community.

DS 73. Architects may apply a design style that reflects the particular character of the uses within the building, such as a theme restaurant or specialty store. Such designs may be established by a chain that has standardized characteristics. However, buildings that are highly stylized, or that apply incompatible corporate “franchise” architecture shall not be permitted.



Example of Acceptable Stylized Architecture

DS 74. Each Center District shall include a dominant landmark element such as a clock tower, fountain, or sculpture within a pedestrian oriented space. The element will serve as an identification of the District and should reflect the overall design theme of that District.

Exterior Finish Materials

DS 75. The appropriate exterior materials include masonry, plaster, stucco, stone, and decorative treatments in concrete. Wood siding is acceptable provided that it is used in locations protected from harsh sun or weather conditions, and is properly installed and treated to be durable.

Color

DS 76. Neutral tones of off-white and beige colors are acceptable for the base color of a building and may be used without limitation. However, the architect is encouraged to apply other, bolder colors that are derived

from earth tones to add visual interest and distinctive character. Examples of such earth tones include warm colors such as brick red, mauve, sage, grays, brown, cream, caramel, and muted purple, and cool colors such as muted greens and blues.

DS 77. Large areas of bright, intense primary colors shall be avoided but may be applied to trim, windows, doors and architectural elements where they complement the building basic color scheme.

DS 78. Typically, the building basic color scheme should include not more than three colors, however, more than three complementary colors may be used to establish a special visual effect.

DS 79. Paint colors should complement the color of stone, masonry, tile, or any natural materials applied to the exterior of the building.

Building Massing and Form

DS 80. Buildings should have a hierarchy of elements so that the overall building is readable. Design elements that embellish and create variety should be subordinate to the overall volume. The building massing should create an interesting view from vantage points both within and from the exterior of the site, and allow “landmark” or anchor buildings to stand out above the other buildings and landscape.

DS 81. Buildings should be located forward to the street front rather than behind a parking area. This is particularly effective along the “Main Street” in each District where the intent is to establish a vibrant, pedestrian active environment.

DS 82. Large building masses should closely relate to smaller buildings and to pedestrians on the adjacent walkways by a variety of means including:



Conceptual Image of building forward “Main Street”

- The addition of arcades, trellises and smaller building elements;
- Roofs that are not monolithic;
- Windows that are varied for functional or symbolic reasons;
- Articulations that include offsets, recesses, projections and changes in wall direction to provide visual interest;
- Architectural detailing, color, and/or composition of facade elements; and
- Architectural elements such as terraces or balconies oriented to common areas such as courtyards, pedestrian ways or plazas.

DS 83. Dormer windows, dormer vents, belvederes, chimneys, roof monitors and other features that add visual interest may be added to a roof provided that they are in character with the building style and in proportion to the roof and building mass.



Example of offsets, recesses, projections and changes in wall direction

DS 84. Storefront window walls shall be divided into bays defined by window spacing, raised pilasters, add-on awnings or trellises, or other architectural elements so the entire facade reads as a series of individual shops. Storefront windows should be contained within a bay defined by these elements. Doors and windows shall be consistent in design and located to present a unified appearance to the elevation, except where the variations are an integral and necessary part of the exterior design.



Windows, awnings, cornices and flags provide cadence.

DS 85. All walls, blank or storefront, shall be defined at the top by a cornice or other detail bold enough to visually terminate the wall. Even walls topped by a sloped roof that terminate at the wall line shall be defined by a cornice or eave detail. Exceptions include heavy timber roofs where the rafter tails are exposed and extend a minimum of eighteen inches from the wall.



Cornice Detail and Variety of Roof Types

- DS 86. Two story walls shall be divided by a cornice, horizontal band or other architectural element that defines the ground floor from the second floor.
- DS 87. Generally, walls should appear as thick and massive in proportion to the building scale, particularly on large-scale buildings. Windows, other than storefront should be recessed from the face of the wall by at least 3 inches.
- DS 88. The exterior of ground floor walls shall include features to ensure visual diversity and proper scale such as windows, wall articulation, arcades, changes in materials, or other. Architectural detailing of each wall at ground level shall relate to the landscape to ensure an appropriate transition of the building and the ground plane.



Arcade and Ground Plane Treatment

DS 89. Architectural elements that contribute to a building's character, aid in climate control and enhance pedestrian scale are encouraged. Examples include canopies, roof overhangs, projections or recessions of stories, balconies, reveals, and awnings.

DS 90. Building entryways shall be clearly defined and integrated with building and landscape design. The use of distinctive architectural elements and materials to denote prominent entrances is required.



Arcade establishes the primary Entry Feature

Landmark Feature

DS 91. Landmark structures, such as clock towers, enclosed arcades, and building elements that extend above the roofline of the primary building may be used to designate major entries, public spaces, or building corners. Such landmark structures may also be used in parking areas to identify pedestrian portals, provide orientation to drivers in the parking area, or provide visual interest.



Example of landmark feature integrated with main buildings.

Roofs

DS 92. Buildings may have either flat and/or sloped roofs. Sloped roofs shall have a minimum slope of 4 in 12.

DS 93. On the portion of the roof visible from the parking lot or street the following roof materials are acceptable:

- Standing seam metal in colors compatible with the building and trim colors.

- Composition, steel, concrete or clay tiles with either a deep profile or flat. The colors shall be subdued warm tones.

DS 94. Passive solar design features are encouraged whenever possible. Design of buildings should consider energy-efficient concepts such as natural heating and/or cooling, sun and wind exposure and orientation, and other solar energy opportunities.

Architectural Lighting

DS 95. Natural light and external night lighting should be used to enhance and articulate the buildings.

DS 96. Lighting sources should be thoughtfully located and shall have cut off lenses to avoid light spillage and glare on adjacent properties.

DS 97. Parking areas shall have a minimum illumination of 1.0 foot-candles as a maintained minimum at the pavement surface. Pole mounted lighting should be spaced for maximum energy efficiency and be no taller than 25 feet within 100 feet of residential areas.

DS 98. Pedestrian walks shall have a minimum illumination levels of 0.5 foot-candles as a maintained minimum at the walking surface and lighting shall be placed to identify any level changes or changes in walking conditions.

DS 99. Pedestrian walk lighting should be of an appropriate scale and style such as bollard type lighting, step lighting and/or pole mounted lighting not exceeding 25 feet in height.

Ancillary Structures

DS 100. Service areas shall be located to minimize visual impacts from pedestrian corridors and

adjacent streets. Exterior storage shall be confined to portions of the site least visible from public view.

DS 101. Auxiliary buildings such as kiosks, maintenance sheds, pump sheds visible to customers shall complement and integrate the design characteristics applicable to the larger buildings.

On-site parking in the Center Districts

Parking Standards and Building Placement Standards shall be determined in detailed planning process required for each use within each Center District area required in this chapter, Section 1.6.1 Application, and will be guided by RCMC Chapter 23.510 and Chapter 23.513.

1.6.6. Frontage Typology by District

“Frontage typology” describes the character of buildings and the public sidewalk as they relate to the street. The frontage types:

- create an attractive pedestrian activity space between the buildings and street,
- establish the visual boundary of the streetscape, and
- provide a proper transition from the public realm (the street and sidewalk) to the private realm (the home or commercial use).

This is achieved through building mass, scale, and articulation; the placement and scale of doors and windows; the width of the sidewalk; and the type and location of street trees, street furniture, lighting and ground level landscaping.

There are many ways to create an attractive, properly scaled pedestrian relationship between the building front and the street. This section introduces a limited number of common building frontages that may be applied along the streets that are typical of the Center Districts in the

SunCreek Plan Area. The architecture of street frontages is not limited to these examples, and the architects/designers/building owners are encouraged to apply other concepts in the spirit of the Center District vision.

The following sections describe the general applicability of the frontage types suggested here, but the types are not assigned to specific locations in the Center Districts. Rather, they are examples that can be applied in a variety of locations. The applicant shall identify the specific application of these examples, or alternatives that may be proposed, in the detailed conceptual plan for each Center District that must be approved by the City Council as described in Section 1.6.1, Application.

Door Yard/Terrace/Light Court

Generally, a door yard/terrace or light court frontage is a residential frontage type, but it can also be applied to a vertically integrated mixed-use building with residential over retail or office uses. Typically, the building presents a split level that is characterized by a facade that is set back from the street property line by an elevated terrace or a sunken light court. This buffers residential uses from the sidewalk and removes the private yard from public encroachment. This frontage type is also suitable for café style outdoor dining and is appropriate where residential, professional office, and retail development is incorporated into a mixed use setting. It is particularly well suited to live work residential configurations.

DS 102. The front facade of the building must be set back a minimum of five feet and a maximum of 15 feet behind an elevated terrace or sunken light court. The terrace and/or sunken light court must directly abut the front property line.

DS 103. Sub-basements accessed by a light court may not be more than six feet below the sidewalk.

DS 104. The stoop above the light court must be a

minimum of three feet above grade and a minimum of three feet wide.

DS 105. Above-grade commercial building entrances at the stoop level must either be covered by an awning or canopy, or be recessed behind the front building facade. If a recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Courtyard

A courtyard frontage may be created by recessing a central portion of the facade for a portion of the building frontage. A low fence or wall, with a pedestrian opening in all cases, may be provided along the setback line to define the space of the courtyard/forecourt. Courtyards are typically oriented to the street, but they may also be oriented to a public pedestrian oriented space as defined in Section 1.6.7. A courtyard may be suitable for gardens, outdoor dining, and vehicle drop-offs and is appropriate where residential, office, retail, and institutional uses are incorporated into a center. Courtyards are particularly applicable for live/work residences and for "lock out" dwellings that provide a secondary unit accessible from the courtyard.

DS 106. The front facade of the building must be built to the front property line for at least 50 percent of the overall building frontage. The remaining 50 percent of building frontage may be used to create a recessed courtyard in the central portion of the facade.

DS 107. Courtyards must be set back from the build-to line/front building facade a minimum of 10 feet and a maximum of 30 feet.

DS 108. Courtyards must span a minimum of 10 feet along the front facade and may comprise no more than 50 percent of the overall building frontage.

DS 109. The courtyard frontage may choose to incorporate other frontage types (typically storefront, stoop, gallery, or arcade), but is

not expressly required to do so.

Stoop/Portico

A stoop frontage is generally applied to Compact Medium Density Residential (CMDR) or High Density Residential (HDR) as defined in Volume I, Chapter 3, and is suitable for ground floor residential uses with short setbacks. A stoop is characterized by a facade which is aligned close to the frontage line with the ground story elevated from the sidewalk to provide privacy for the ground floor uses. The entrance is usually an exterior stair or landing which may be combined with a small porch or roof.



DS 110. The front facade of the building must be set back behind an elevated stoop, which must be aligned with and directly abut the front property line.

DS 111. Stoops must conform with the following:

- Stoops must rise to a minimum of three feet above grade.
- Minimum four feet wide.

DS 112. Stoop frontages may be combined with a small roof or porch.

DS 113. Commercial building entrances at the

stoop level must either be covered by an awning or canopy or be recessed behind the front building facade. If a recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Storefront

A storefront frontage is characterized by a facade that is aligned close to or directly on the right-of-way line with the building entrance at sidewalk grade. Storefront frontages have substantial glazing on the ground floor and provide trellises, awnings, or canopies cantilevered over the sidewalk. Building entries may provide either a canopy or awning, or alternatively, may be recessed behind the front building facade.

DS 114. Awnings/canopies must be provided for a minimum of 50 percent of the overall building frontage and must comply with the following:

- Awnings/canopies must project a minimum of five feet over the sidewalk.
- Awnings/canopies must provide a minimum of eight feet and a maximum of 12 feet of vertical clearance over the sidewalk.



DS 115. Building entrances must either be covered by an awning or canopy, or be recessed behind the front building facade. If a

recessed entry is provided, it must be recessed behind the front facade a minimum of three feet and a maximum of five feet.

Gallery and Arcade

A gallery frontage is characterized by a façade that is aligned with the back of the sidewalk with the building entrance at sidewalk grade and with an attached colonnade that projects over the sidewalk.



An arcade frontage is nearly identical in character to the gallery frontage except that the upper stories of the building may project over the public sidewalk way. The sidewalk must be fully absorbed within the colonnade so that a pedestrian may not bypass it.

DS 116. The front facade of the building must be set back a minimum of 12 feet behind a colonnade. The colonnade may be located no more than three feet behind the curb. The colonnade must not obstruct the walking path.

DS 117. Column dimensions must be in proportion to the building mass and must be spaced to provide a sense of openness and a view into and from the covered area.

DS 118. The gallery or arcade must provide a minimum of 12 feet of vertical clearance from the sidewalk.

DS 119. An arcade may include a covered area that spans between buildings.

1.6.7. Standards for Public Pedestrian-Oriented Spaces

The Center District designation includes locations that are suitable for public pedestrian oriented spaces such as plazas, courtyards, and paseos. The SunCreek plan envisions the Center Districts to be active social centers for the surrounding community. The pedestrian oriented spaces play a significant role in providing a setting for such social activity and the food services, entertainment, retail, and other businesses that favor such settings.



The RCMC Section 23.722.060 and Section 23.722.070 establish provisions for the design and construction of all pedestrian-oriented spaces, including on-site pedestrian pathways, common areas and public spaces. RCMC Section 23.722.070 also establishes standards for specific public spaces including building entry spaces, employee break areas, paseos, and plazas.

These standards will provide pedestrian-oriented spaces that are safe, comfortable, and usable; provide aesthetic value to the project's site design; and fully comply with the requirements of the Americans with Disabilities Act and the city-adopted building code.



Small parks and open spaces adjacent to the Village Center sites in Center Districts A and B are envisioned as an "Urban Town Square"; an integral part of the commercial/institutional activity in the area where people will gather. Consequently, the design for these parks will be carefully coordinated with the design of the adjacent commercial and mixed-use sites, and shall be addressed in the detailed conceptual plan for each Center District that must be approved by the City Council as described in Section 1.6.1, Application.

Center District Public Space Area Requirement

Each of the three Center Districts shall provide at least one significant area that allows public gatherings. These primary gathering places shall be scaled to the size of the District and shall provide amenities that support events/activities.

Additionally, every project shall include one or more outdoor gathering place(s). The size and scale of such areas shall be appropriate to the type and use of each particular development. Appropriate spaces may include, but are not limited to, building entries, employee break areas, courtyards, outdoor café seating, and pedestrian pathways.

Public space shall occupy at minimum five percent of the gross square footage of new development

in all of the Center Districts. All public spaces, including the specific spaces listed in this chapter, arcades, sidewalks adjacent to an on-site main street, and paseos, may count toward meeting this requirement.

The following development standards for the SunCreek Center Districts supplement RCMC Section 23.722

DS 120. The public common area shall be located at a prominent location, such as a terminus or major crossing on a primary public walkway within the commercial use area.

DS 121. Sites shall be developed in a coordinated manner to provide order and diversity and avoid a jumbled, confused development. Buildings should be clustered to form plazas or pedestrian malls and prevent long "barracks-like" rows of structures.

DS 122. When clustering is impractical, a visual link between separate structures shall be established through the use of an arcade system, trellis, or other open structure.

DS 123. Major building entries and storefronts should be oriented to a pedestrian space where practical, rather than the parking lot, and walkways should connect the commercial uses directly to the sidewalk along the street.

DS 124. Pedestrian spaces shall provide a linkage and transition space between residential and retail, entertainment or other more public activity uses.

DS 125. Each primary use area in the Center Districts illustrated in Figure II. 1-4 shall apply an overall design theme that ties together the various land use elements of the District in order to provide a sense of place, and identity. The design theme shall address paving materials, lighting, landscaping, trash receptacles and architectural style.

DS 126. As part of the Design Review application required in Section 1.6.1 Application, the

applicant shall submit a pedestrian plan demonstrating compliance with the relevant standards and performance criteria in this chapter.

DS 127. Seating shall be an integral component of the pedestrian oriented spaces. In addition to the standards set forth in RCMC 23.722.050 seating shall be provided that is oriented to the adjacent open space in Center District A and to the small public park in Center District B. Seating and tables associated with food services shall be moveable.

DS 128. The small park in Center District B shall be configured to provide a small grass covered bowl oriented to a small platform that will provide an informal amphitheater adjacent to the commercial uses. The bowl and stage shall be oriented to enable patrons of the commercial area to overlook the bowl and view the stage, but shall consider late afternoon sun angles with regard to audience comfort. Shade structures of fabric, wood, or metal are permitted in the park area.

DS 129. Each Center District designation shall include a children's play area or areas. Such areas may involve a single location where equipment is clustered, or they may involve informal equipment integrated with the pedestrian space as small, individual play elements rather than a single "playground" facility where all play equipment is concentrated. The play equipment should be attractive and relate to the theme of the commercial area if feasible.

DS 130. Play equipment shall be designed and constructed to meet the United States Consumer Products Safety Commission standards and best practices, including the installation of protective surfaces and barriers. To allow for the supervision of children, barriers surrounding the play area shall be substantially transparent and not exceed three feet six inches in height.

Seating for supervision shall be provided adjacent to the play area. The play area and seating shall be shaded in the afternoon.



DS 131. Directional/ directory maps and informational kiosks shall be located in the commercial areas.

DS 132. The commercial areas shall be configured to provide food services from restaurants, carts, and walk-up windows located in retail spaces adjacent to the pedestrian oriented space.



1.6.8. Standards for Pedestrian Pathways

RCMC Section 23.722.070 provides specific standards for enhanced pedestrian pathways that shall apply to all Center Districts. Refer also to RC Design Guidelines: Public Spaces and Pedestrian Amenities, p.3:14.

On-site pedestrian connectivity is essential to the function of the mixed-use character of the Center Districts. All development in the Center Districts

shall comply with RCMC Section 23.722.06 that provides the standards for on-site pedestrian pathways. It requires that the pedestrian paths system shall be designed to provide the pedestrian safe passage throughout a District. The key provisions that apply to the Center Districts include:

DS 133. A clear and continuous path that connects the main pedestrian access point to the site with the main entrance(s) of the primary use structure(s) on-site.

DS 134. Pedestrian pathways from primary buildings to adjacent streets at a ratio of one pedestrian dedicated path for each vehicle entrance on-site.

DS 135. Drive aisles leading to main entrances with a walking path on at least one side.

DS 136. RCMC 23.722.06 also requires that pedestrian paths system shall be designed to provide the pedestrian safe passage between adjoining properties and shall connect their pedestrian pathways. The key provisions that apply to Center DDistricts include:

- A clear and continuous path along all adjacent streets that connects to the main entrance of the primary use structure on each property.
- A clear and continuous path along all drive aisles providing access between the properties that connects the main entrance of the primary use structure on each property.
- Special pedestrian paths/connections between adjoining lots where those uses are compatible.

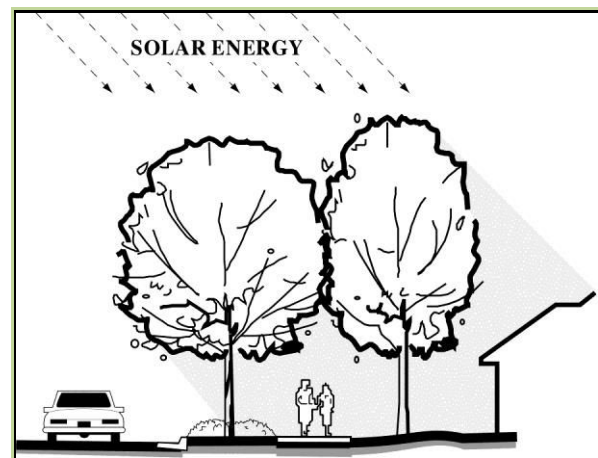
DS 137. Center District developments adjacent to a public transit route shall provide a paved, direct pathway from the primary facade of the major building to the pedestrian path along the street edge leading to a transit stop. Where multiple buildings are included in the development, each building over

50,000 square feet gross floor area shall provide a connecting path that permits occupants to easily walk to the nearest transit stop.

DS 138. A shelter and waiting area that would support future public transit shall be located on the future transit route with pedestrian access to each Center District. Center District B is adjacent to the planned Signature Transit Route along Rancho Cordova Parkway. A clearly defined, convenient and well lighted pedestrian space shall be provided linking the storefronts to the sidewalk nearest the transit stop. Such pedestrian space shall also link to any pedestrian space within the District.

DS 139. To provide shade in the summer, deciduous shade trees shall be planted approximately 25 feet on center along the length of any required pedestrian path. These trees shall be placed at least 15 feet away from the face of any building wall. Equivalent shading may be provided by shade structures or buildings.

Figure II.1-5 Shading along Pedestrian Path



Hours of Access

All public spaces that provide a primary route for pedestrian connectivity through a Center District shall be accessible to the public at all times. Examples include the pedestrian way that

connects the pedestrian walk adjacent to the open space in Center District A to Crescent Drive, and the pedestrian way that connects to the small park to the intersection of Central Park Drive and Rancho Cordova Parkway through Center District B, and any designated pedestrian pathway through Center District C. Landowners and property managers of small pedestrian spaces within residential areas or plazas directly associated with individual businesses, such as a dining patio adjacent to a restaurant, shall have the authority to limit hours of public access to such seating or use area. The City may authorize a nighttime closing contingent upon the following provisions:

- A new space may be granted nighttime closing if potentially significant safety issues are documented and submitted as part of an application to authorize the closing.
- An existing space may be granted nighttime closing if the space has been open for at least one year and significant operational and safety issues have been documented.
- Nighttime closing of the space is necessary for public safety and/or maintenance within the space.
- Any approved design element that limits nighttime public access shall not impede public circulation, police access, and visual or physical access within the space or between the space and public areas during hours of public operation.

Defensible Space

Defensible space includes designs that incorporate specific consideration for public safety in common areas, such as walkways and plazas. This includes such items as maintaining views from adjacent buildings and the street, adequate lighting, and location of shrubs and other screens. Refer also to RC Design Guidelines Safescape, p.2:58.

DS 140. Defensible space concepts and techniques shall be incorporated in Center Districts.

Heavy landscaping near structures and on the periphery of parking areas shall be restricted in order to maintain view corridors. Retail shops and offices fewer than 10,000 square feet per tenant shall include a minimum of window front adjacent to walkways along the ground floor wall consistent with the RC Design Guidelines. These windows shall not be covered inside the building and shall allow direct line of sight to the outside.

DS 141. Potential crime risk uses, such as walk-up ATM machines, shall be located in highly visible and well-lighted areas.

1.6.9. Residential Use Site Design in Center District Designations

Residential is a key component of the mixed use Center Districts. Each District includes a component of High Density Residential (HDR) and Compact Medium Density Residential (CMDR) as well as commercial uses. The intent is to provide interaction among these uses that encourages a lively street life, yet allows for the quiet and privacy required by most residents. The Rancho Cordova Municipal Code, Title 23 specifies design regulations for setbacks, street orientation and other site and development considerations.

In addition to the RCMC regulatory standards, residential development in the SunCreek Center Districts is concerned with the orientation to the street, and the relationship of residential uses to non-residential uses in a mixed-use environment, particularly where the uses are mixed horizontally rather than vertically.

The residential interface along the Main Street area in each District includes both HDR and CMDR dwellings. Each of these designations is envisioned as primarily, but not exclusively, alley loaded housing that has a limited depth front yard and is oriented to the street edge. Sections 1.6.4

and 1.6.5 address guidelines for the street environment.

Housing integrated with non-residential use on the same block or parcel areas will require guidelines to protect the quiet and privacy of the residents.

DS 142. Multi-family residential uses in a Center District site shall be an integral part of the mixed use complex and not a separated by walls or parking areas except required for privacy and security in the residential use.

DS 143. Multi-family residential uses in the Center Districts may be integrated with the non-residential uses vertically, (apartments located above retail or office uses), or horizontally, (adjacent to the retail or office uses).

DS 144. Mixed use buildings shall provide separate entries for each use, but shall provide a residential entry oriented to a courtyard, plaza, and other common area that provides a transition from the public areas to private area.

DS 145. Multi-family residential uses in the Center Districts shall have access from the public walkways that serve the commercial uses, but shall also have a separate entry.

DS 146. Multi-family residential uses in the Center Districts shall have separate, dedicated parking areas, but shall share driveway entries from the street, where feasible.

DS 147. Multi-family residential uses in the Center Districts shall have private open space in the form of a patio or terrace separated from the commercial common areas. Such patios or terraces may overlook common public areas associated with commercial use.

1.6.10. Center District Descriptions

The SunCreek Form Based Code applies to three areas identified in Figure II.1-4 and Volume I

Figure 3-3. Each District has a different character and purpose that requires different standards and a different development approach.

Center District A

District A is located in the northwest corner of the intersection of Sunrise Boulevard and Kiefer Road. Crescent Drive transects the District and provides the “Main Street”. District A is adjacent to a medium and low-density residential neighborhood to the south and east. Permanent open space is located to the west and north.

District A includes a mix of Village Center (VC), High Density Residential (HDR) and Compact Medium Density Residential (CMDR) zoning. The anticipated mix of uses in this District includes local serving retail and services such as a grocery, drug store, a variety of small retail shops and personal services, business offices and professional service, entertainment, restaurants, including both sit-down and outdoor dining, private recreation, and multi-family housing in apartment, row house, or other similar configurations.

With its interface of medium to high-density residential and integrated commercial development, Crescent Drive presents a special opportunity for a lively urban setting. Shops and residential uses along this tree lined local collector street should include pedestrian amenities and small to medium sized public spaces. The retail and higher density residential form based frontage types described in this section are particularly suited to this street.

District A also presents the opportunity to mix residential, commercial and employment uses overlooking a substantial open space area. The south edge of the crescent shaped open space creates an opportunity for a pedestrian trail promenade between the open space and the adjacent residential and commercial uses.

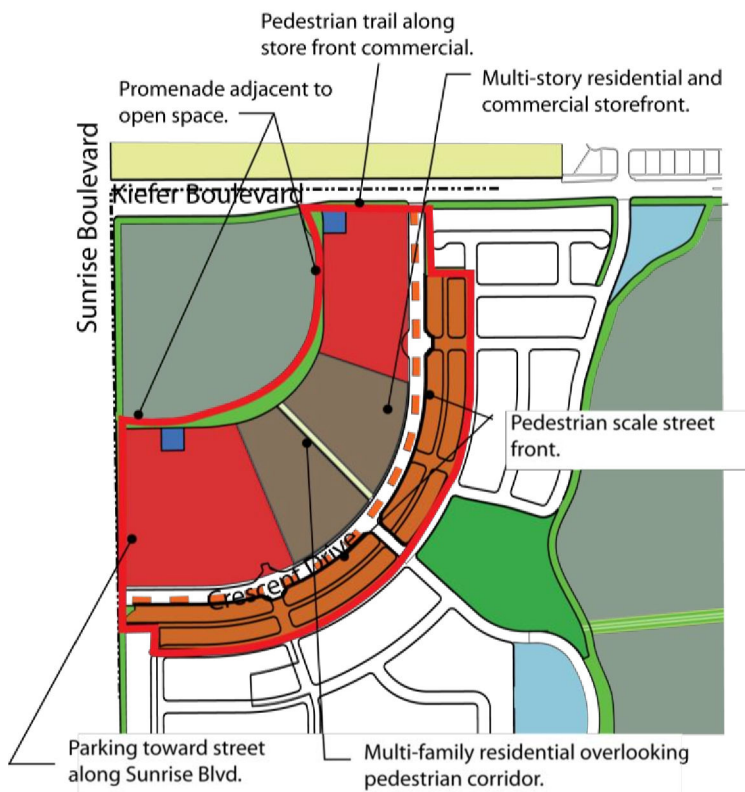
Restaurants and shops should be oriented to both the Crescent Drive urban setting and the

promenade along the open space preserve. Second floor office space and/or multi-family residential can be located to take advantage of this open space view and to provide eyes on the public trail system and the public spaces that will be included in the urban mixed use portions of the area. Food services and shops should also be oriented to the bike trail along Kiefer Boulevard to provide a rest and gathering area.

Center Districts emphasize pedestrian activity and public spaces. District A would include such spaces within the commercial portions as activity centers and gathering places, but the pedestrian ways and public spaces can also serve as transition areas between the public activity and the more private and quiet residential areas.

A major trail segment extends through the VC designation to Crescent Drive and beyond to the neighborhood park and major open space area.

Figure II.1-6 Center District A Notation



This trail segment is likely to be adjacent to high-density residential use and the trail design and location must provide for the security and privacy of the adjacent residents. Again, the upper story residential uses will provide eyes on the trail.

District A includes commercial areas along both Kiefer Boulevard and Sunrise Boulevard. The Kiefer Boulevard frontage is unusual because it includes a link in the major bike and pedestrian network. Volume I Figure 4-21 illustrates the condition where the primary trail passes by the commercial use. A mini-plaza with paved area, shade structures, low landscaping, lighting and informal seating would fill the space between the trail and the building. This location would serve well for a small food service, shops, or services catering primarily to people using the adjacent trail.

The commercial development adjacent to Sunrise Boulevard will face the challenge of relatively high-speed traffic and road noise. This frontage includes a pedestrian walk, but the pedestrian traffic will be less significant than found on Kiefer Boulevard. Along this edge, the pedestrian oriented storefront will be less viable and buildings may orient a side or rear face to Sunrise Blvd. Access to the interior of the site will occur at Crescent Drive and at the bike trail along the adjacent open space.

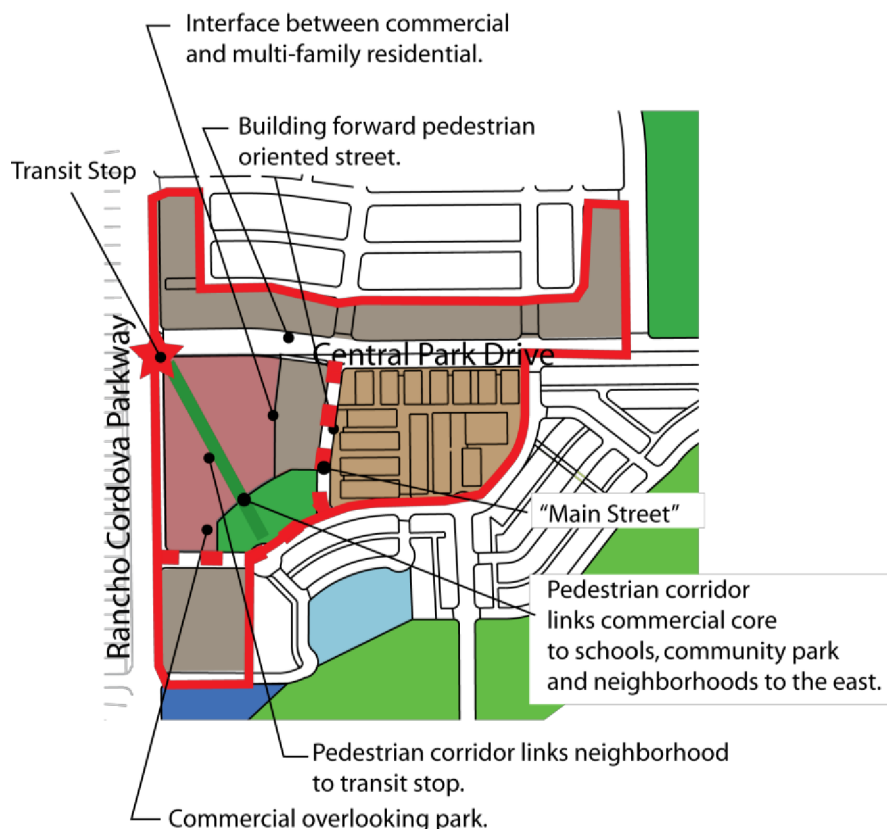
Center District B

Center District B is located along Rancho Cordova Parkway and Central Park Drive. The location provides access to future public transit and a pedestrian link to the Community Park and high school/middle school complex that comprise the core of the SunCreek community.

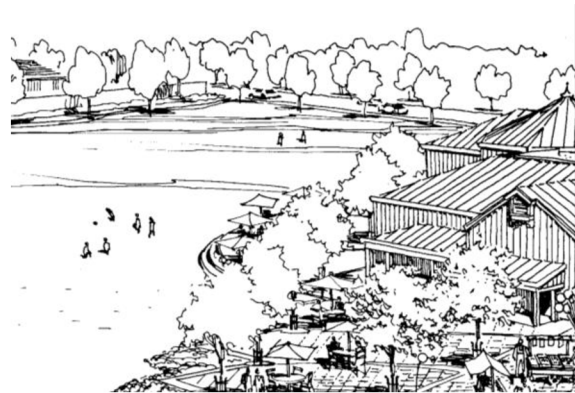
District B includes a mix of Village Center (VC), High Density Residential (HDR), Compact Medium Density Residential (CMDR) and Public/Quasi-public (P/QP) uses. Appropriate uses would include a small grocery, shops and offices, entertainment and dining.

These uses are integrated in a uniquely pedestrian friendly mix focused on a small neighborhood park. The commercial use overlooks the park and is an extension of the food, entertainment and retail activity. Refer to Section 1.6.7 "Standards for Public Pedestrian-Oriented Spaces" in this

Figure II.1-7 Center District B Notation



chapter for a description and standard addressing this condition. A passage through this park will connect the commercial area to the surrounding neighborhoods and provides a direct link to the primary SunCreek bike trail along the open space corridor.



Example of Commercial Space Overlooking Park or Open Space

Central Park Drive provides a special pedestrian oriented link along a tree-lined corridor fronted by high-density residential and commercial uses. Central Park Drive is a primary pedestrian spine that transects the Core Open Space illustrated in Volume I, Figure 5-1. It links the community park, high school/middle school campus and the neighborhoods to the east to the transit hub at Rancho Cordova Parkway.

The commercial uses of this District will present attractive architecture toward Rancho Cordova Parkway and pedestrian pathways will extend from the sidewalk/frontage of Rancho Cordova Parkway into the adjoining commercial uses. View corridors between buildings will provide further visual connections between passing vehicles and businesses within this commercial center.

Center District C

District C is a 60-acre site planned as a major employment and retail center along Grant Line Road and Chrysanthy Boulevard. The zoning designation includes Regional Town Center (RTC) and High Density Residential (HDR). The District could include offices, large format retail, a large entertainment complex, or a combination of these. The site could also accommodate a large pedestrian scale “village” that includes components of the larger retail and office uses, but also includes clusters of businesses oriented to a network of interconnected by pedestrian promenades and pathways.

There are multiple alternative approaches that may be applied to this site. Future land use mixes of the District, and the scale will require an in depth planning process to determine the specific application of the form based features described in this chapter.

Figure II.1-8 Center District C Notation

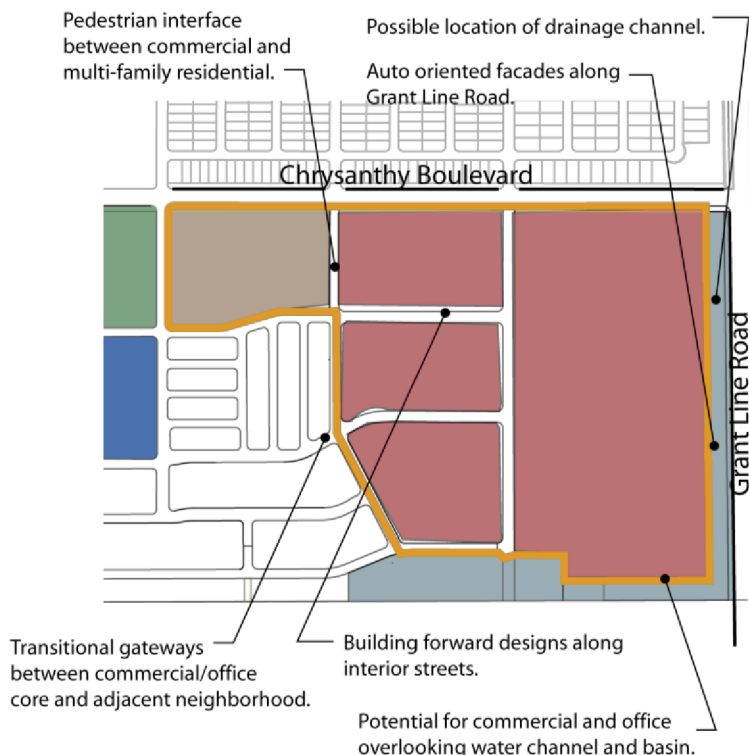


Figure II.1-8 suggests a pattern of internal streets that connect to the adjacent residential neighborhood. This would facilitate a “Main Street” development style that would include small buildings brought forward to the street edge. A small town square or Neighborhood Green feature will be included that serves as the focal point for this design theme. The transition to the adjacent neighborhood would be addressed by scaling the buildings in the commercial area to be compatible with the adjacent residential at the edges of the commercial area.

A significantly different approach would be to incorporate the entire 60-acre site into a pedestrian friendly campus in which the core of the center is designed primarily for pedestrians and cyclists and the automobile is left to designated areas on the perimeter.

The RTC designation reflects the current City planning vision for this site; however, there are a number of factors that may affect the design of the planned uses. For example, the footprint of the intersection or interchange of Chrysanthy Boulevard and Grantline Road is not yet established. It is possible that the intersection of Chrysanthy and Grantline will ultimately be a grade separated interchange if the Southeast Connector is developed to an expressway standard.

This would require a substantial land area to accommodate the interchange and connecting ramps that would affect this site and reduce the available area for development. In addition, any direct access from Grantline Road would be prohibited, and the access from Chrysanthy Boulevard to the site would be not less than one-quarter mile west of Grantline. The effect of these two factors would significantly affect the design of the site by focusing the primary traffic entry to a single location.

Further planning will be required prior to development, including more detailed design analysis subject to the SCSP Volume I Section 9.6 SunCreek Specific Plan Administration.

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ATTACHMENT 4

CITY OF RANCHO CORDOVA

ORDINANCE NO. 42-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING SIX DEVELOPMENT AGREEMENTS FOR THE SUNCREEK PROJECT**

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

Section 1. Recitals

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. Since the City's incorporation in 2003, the City of Rancho Cordova ("City") has worked with landowners of the SunCreek Specific Plan area on moving forward with entitlements for that property. The City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the SunCreek Specific Plan and soliciting feedback.

C. The SunCreek Specific Plan Project ("Project" or "Specific Plan") is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City of Rancho Cordova ("City"). The Project includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

D. The Specific Plan's purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City's jobs/housing balance.

E. In compliance with the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Environmental Impact Statement and an Environmental Impact Report for the Specific Plan ("EIR").

F. The property within the Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline &

Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”).

G. Each Landowner has agreed to enter into a development agreement for their portion of the Specific Plan area. The attached development agreements, attached hereto as **Exhibits 4A-4F** (“Development Agreements”), are Landowner specific and cover the entire Specific Plan area.

H. On November 18, 2013, the City Council, pursuant to Resolution No. 127-2013, certified the EIR, adopted mitigation findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Specific Plan, which covered the attached Development Agreements.

I. On November 18, 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

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the SunCreek Specific Plan, (c) the City of Rancho Cordova’s General Plan, (d) the Environmental Impact Report for the SunCreek Specific Plan, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. **Consistency with the General Plan.** The Development Agreements, are consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan. In accordance with Government Code section 65867.5(b), the Development Agreements vest the Landowners’ right to proceed with development of the property in accordance with the Specific Plan. The six Development Agreements do not amend or revise the development standards in the Specific Plan. Therefore, the Development Agreements will be consistent with the General Plan if development under the Specific Plan is consistent with the City’s General Plan.

As required by Government Code section 65867.5(b), the City Council finds that the six Development Agreements, which vests development under the Specific Plan, are consistent with the City’s General Plan. The findings and evidence to support this General Plan consistency determination are set forth in Appendix X of the Specific Plan, “Analysis of Project Consistency with City Policies,” and as follows:

i. The Specific Plan is consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Specific Plan are consistent with the SunCreek/Preserve Planning Area (Figure LU-28), corresponding text description, and assumed development potential (Table LU-5) outlined in the General Plan.

ii. The Specific Plan includes a land use plan and use and development standards, as well as guidelines for subsequent Project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location

and design concepts for the village, local, and regional town centers within SunCreek are in keeping with the building block concepts outlined in the General Plan's Urban Design Element (Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in Goals UD-3 and UD-4.

iii. The Specific Plan includes land use designations for two village centers and one regional town center. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in terms of diversifying the local economy and providing new local and regional retail opportunities.

iv. The SunCreek Land Use Plan (Figure 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential and high density residential, as well as opportunities for high density housing in select mixed-use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the Project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities by the implementation of an Affordable Housing Plan for each property owner within the Project area.

v. The SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local Project traffic and improved community circulation. It is also consistent with the regional transportation system with the addition of two major north-south roadways (Rancho Cordova Parkway and Americanos Boulevard), as well as improvements to the east-west connectivity. SunCreek Circulation Plan (Figure 4-2) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section I.4 of the SunCreek Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.

vi. The SunCreek Land Use Plan (Figure 3-2) designates approximately 82 acres for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes 310 acres of wetland preserve, drainage parkways/basins, landscape corridors, and greenbelts. The total Project open space (non-developable) amounts to approximately 30 percent of the Project area. Planned open space, parks, and trails for SunCreek are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.

vii. SunCreek Circulation and Infrastructure Plans of the Specific Plan identify necessary infrastructure, utilities, and services for the Project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and

Finance Element. SunCreek Specific Plan, Section I.9 (Implementation) identifies the requirements for the Financing Plan, and includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

viii. The Environmental Impact Report/Environmental Impact Statement for the SunCreek Project identifies all known and protected resources within the Project area. Required protection and mitigation measures have been incorporated into the Specific Plan (Figure 3-2) and as described in Section I.6 (Natural Resources). The SunCreek Project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

ix. The Specific Plan includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Finally, the SunCreek Development Regulations (Volume II) incorporate best practices from the Crime Prevention Through Environmental Design standards to ensure consistency with Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.

x. The SunCreek Land Use Plan (Figure 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. The land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.

xi. The SunCreek Land Use Plan (Figure 3-2) maintains residential setbacks and in some cases sound walls to mitigate noise impacts from heavily traveled roadways. This land plan and provisions in the SunCreek Development Regulations (Volume II) are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

xii. The Development Agreements are consistent with the SunCreek Specific Plan, in that the development standards under the SunCreek Specific Plan are incorporated into and vested by the Development Agreements. The Development Agreements do not amend or alter the development standards under the Specific Plan.

B. Public Interest. The proposed Development Agreements will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Specific Plan, with the Development Agreements, is consistent with and is expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Specific Plan integrates sustainable development practices at each level of community planning and implementation. It includes a variety of retail opportunities for the planned community and the

surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. **CEQA Compliance.** In compliance with the requirements of CEQA, the City prepared an Environmental Impact Statement and an EIR for the SunCreek Specific Plan. On November 18, 2013, the City Council adopted Resolution No. 127-2013 certifying the EIR and adopting environmental findings, a statement of overriding consideration and a mitigation monitoring and reporting program for the SunCreek Specific Plan Project approvals. Resolution No. 127-2013 is incorporated herein by reference.

Section 3: Approval of Development Agreements.

The City Council hereby approves the six Development Agreements, attached hereto as **Exhibits 4A-4F**, in a form approved by the City Attorney, and authorizes the City Manager to execute the Development Agreements. The attached Development Agreements are as follows:

A. Development Agreement by and between the CITY OF RANCHO CORDOVA and LENNAR SIERRA SUNRISE, LLC;

B. Development Agreement by and between the CITY OF RANCHO CORDOVA and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG;

C. Development Agreement by and between the CITY OF RANCHO CORDOVA and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company;

D. Development Agreement by and between the CITY OF RANCHO CORDOVA and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003;

E. Development Agreement by and between the CITY OF RANCHO CORDOVA and SHALAKO INVESTORS, a California limited partnership; and

F. Development Agreement by and between the CITY OF RANCHO CORDOVA and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended.

Section 4: Recordation.

Within ten (10) days after the Development Agreements are executed by the City Manager, the City Clerk shall submit the Development Agreements to the County Recorder for recordation.

Section 5: Severability.

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

Section 6: Publication and Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City 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:

ATTEST:

Linda Budge, Mayor

Mindy Cuppy, CMC, City Clerk

2196266.7

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

**CALLAHAN SUN CREEK, LLC,
ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living Trust,
ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust,
ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust,
MARK CLEWETT, HEATHER CLEWETT,
JOHN J. YOUNG, Trustee of the John J. Young
Revocable Trust established June 20, 2012,
REBECCA T. YOUNG, Trustee of the Young Family Trust,
and KATHRYN BLANKENBURG**

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG (together "Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 160-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of

Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____-2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. ____-2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

“CCR Enforcement” means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Callahan Sun Creek Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may

be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre area which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to

be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under

Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by

such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 "mean" index and dividing by the January 2012 "mean" index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City's agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each

phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel purchased by the City pursuant to the option in the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by Developer. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be

included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services.

The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD;

provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer 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 Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase

thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on

Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property. Pursuant to the Affordable Housing Plan, City shall have an option to acquire an additional parcel within the Property for potential affordable housing development in accordance with the terms and conditions of the Affordable Housing Plan applicable to the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the

procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Developer by e-mail or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within

thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights or way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or

modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax:
E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the

assignee will be considered the “Developer,” with all rights and obligations related thereto, with respect to such conveyed property (the “Assigned Property”).

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer’s sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a “Mortgagee”) that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer’s obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City’s ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

CALLAHAN SUN CREEK, LLC
a California limited liability company

By: KAMILOS HOLDINGS II, LLC,
a California limited liability company,
Its: Manager Member

By: _____

Gerry N. Kamilos
Its Manager

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living
Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Irrevocable Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Grandchildren's
Irrevocable Trust

By: _____

Name: MARK CLEWETT, an individual

By: _____

Name: HEATHER CLEWETT, an individual

(Signatures continued next page)

By: _____
Name: JOHN J. YOUNG, Trustee
of the John J. Young Revocable Trust,
established June 20, 2012

By: _____
Name: REBECCA T. YOUNG, Trustee
of the Young Family Trust

By: _____
Name: KATHRYN BLANKENBURG, an
individual

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194026.6

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The North 80.00 acres of the Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2869 of Official Records, Page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouses, Inc., a Corporation.

Also described as Parcel 1 on that certain Certificate of Compliance recorded January 28, 1993, in Book 930128, Page 638, Official Records.

Apn: 067-0100-023

Parcel 1:

The Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Northwest one-quarter of Section 21.

Also excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below surface of said property and the right to take away and dispose of the same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2669 of official Records, page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouse, Inc., a Corporation, also known as Parcel 2 on that certain Certificate of Compliance recorded January 28, 1993, Book 930128, Page 638, Official Records.

Parcel 2:

Together with an easement for road and utility purposes over the North 30.00 feet of the Southwest one-quarter of said Section 21. this is a non exclusive easement.

Apn: 067-0100-024

Exhibit A-2
Map of Property

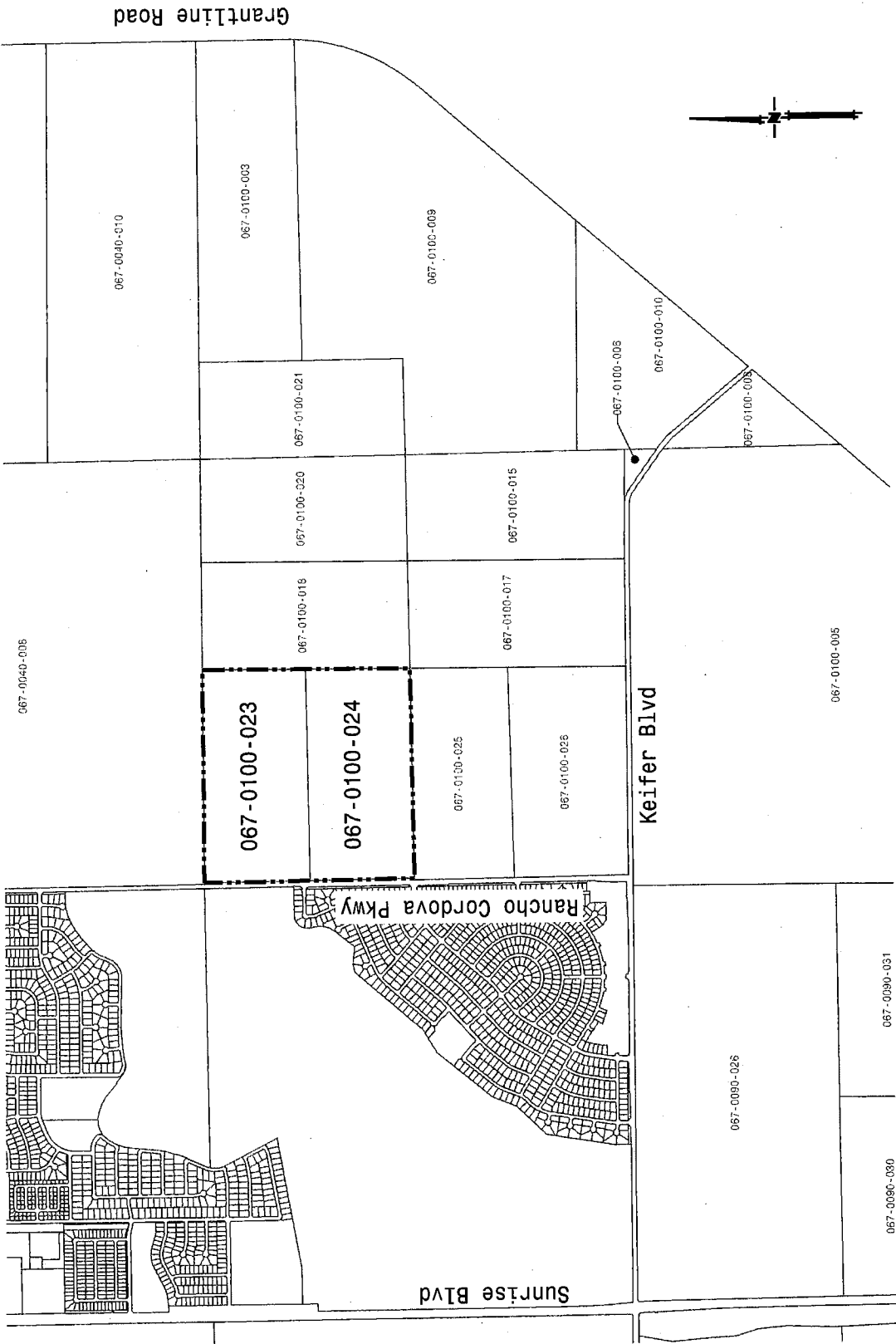


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

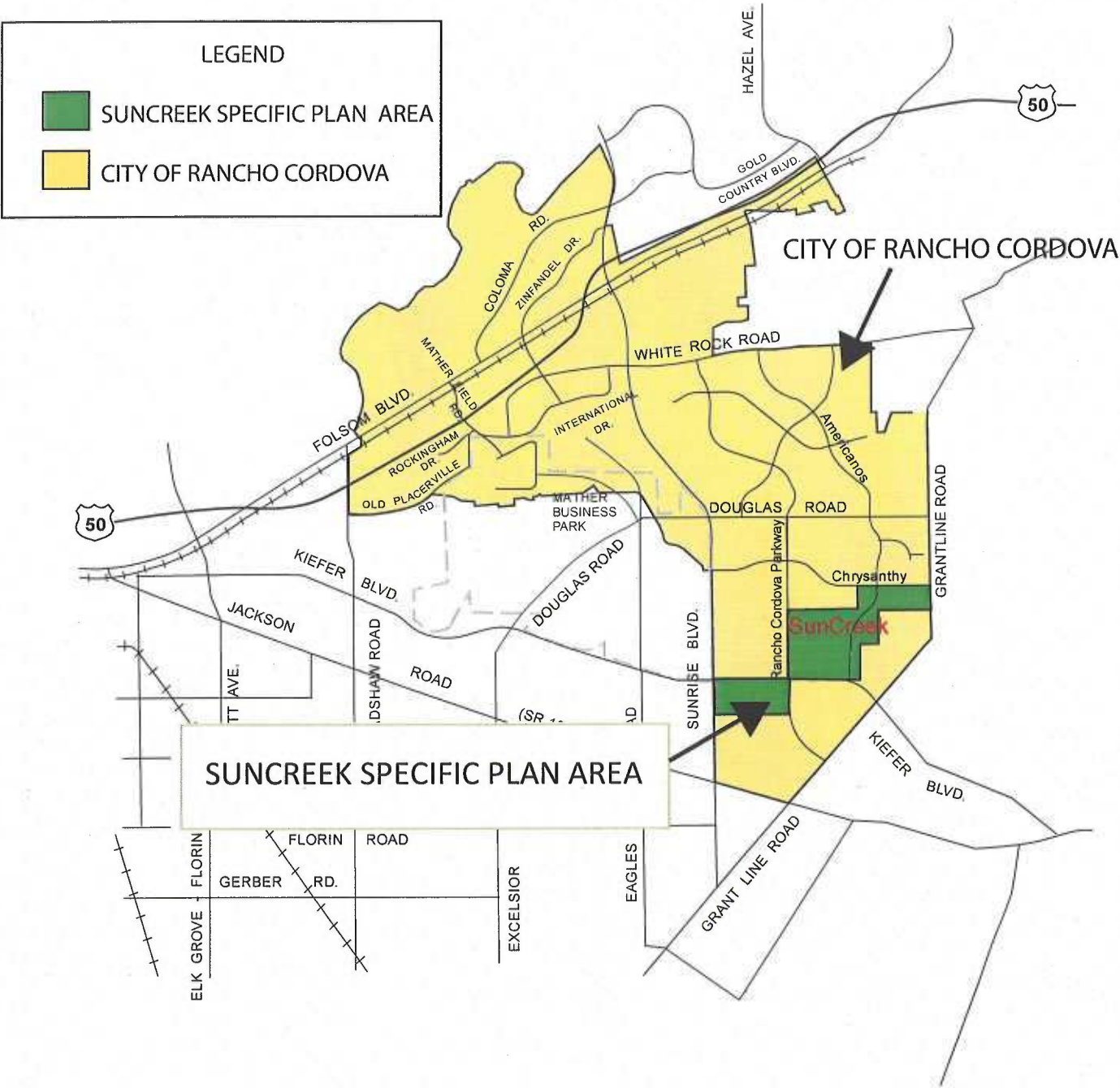


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

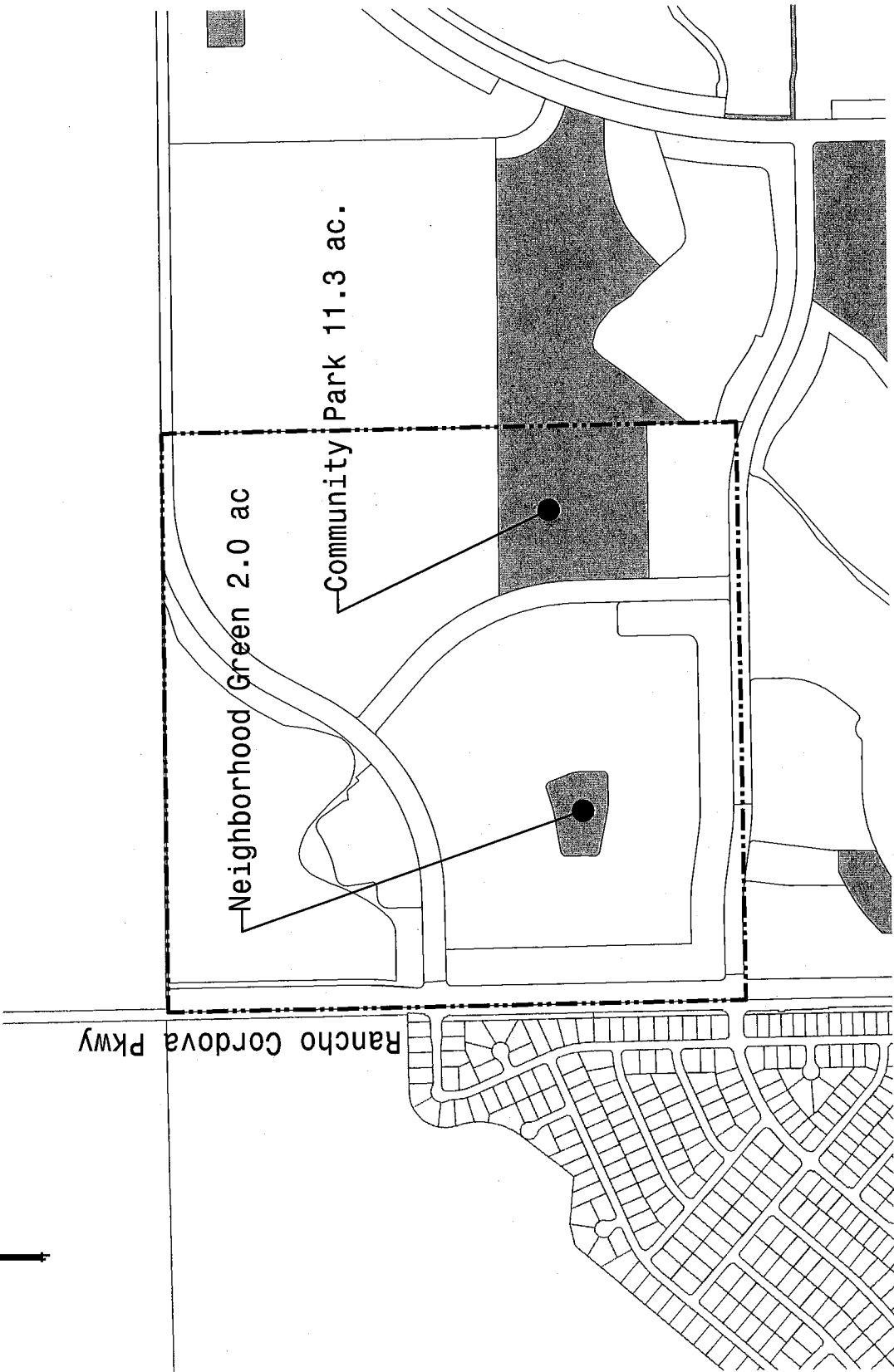


Exhibit 6.1

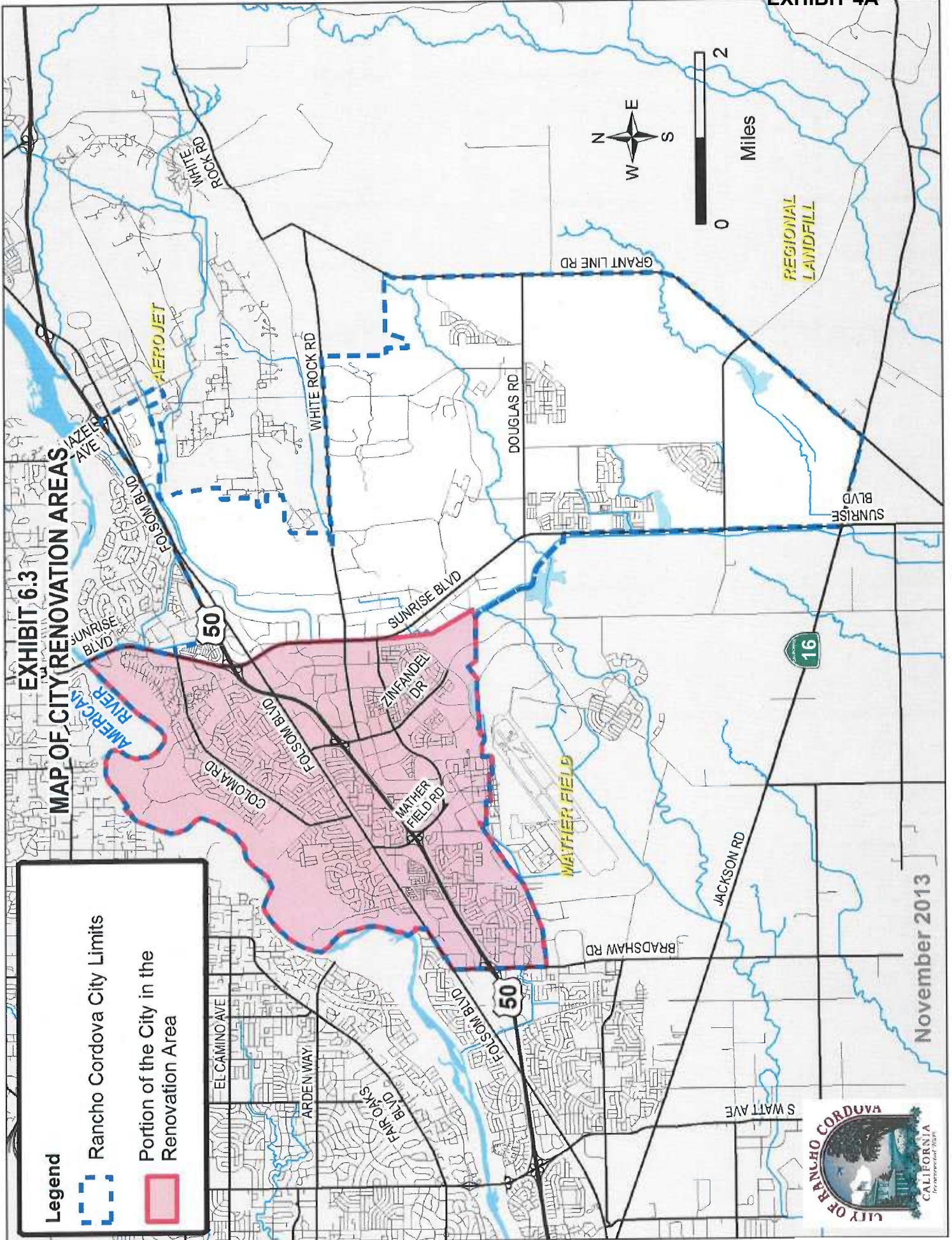


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201__, as Instrument No. 201__-____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

Attn: _____

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

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

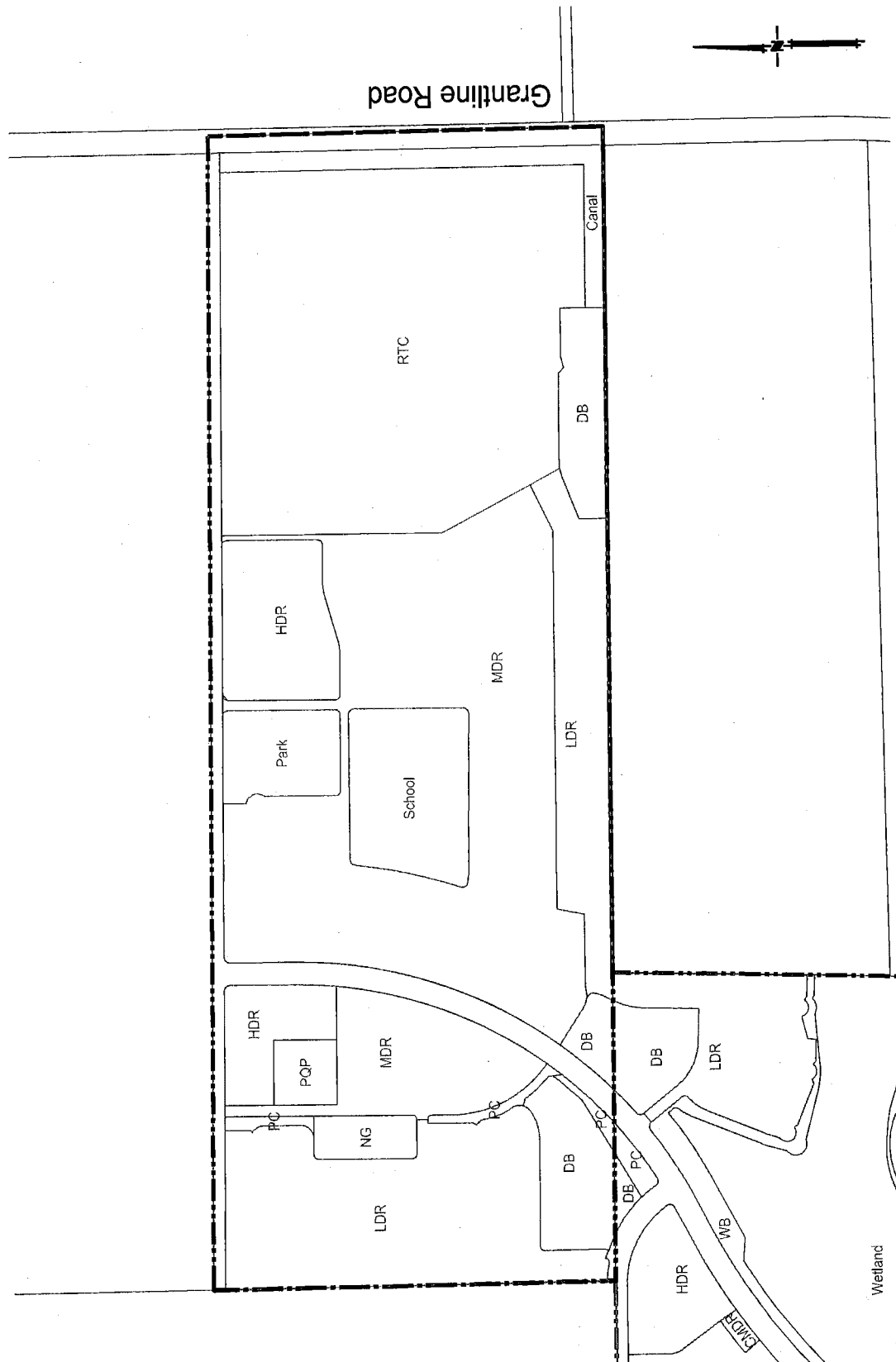


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003 (together "Owner"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Owner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, et seq. (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Owner owns in fee title that certain 240-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre

SunCreek Specific Plan Area described in **Exhibit B** attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____-2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. ____-2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Owner have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Owner. Neither Party is an agent of the other Party. City and Owner renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Owner joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Owner. Pursuant to

Resolution No. _____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

“CCR Enforcement” means enforcement by Owner and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Owner’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Owner agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Owner agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Owner agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Owner agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor Ownership Group, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Gilmartin/Trevor Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Owner shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Owner may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Owner is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Owner submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Owner, Owner may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Owner. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Owner may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Owner shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Owner's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Owner will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Owner shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Owner shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Owner shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions

required by City to be paid by Owner that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Owner's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Owner for Subsequent Entitlements, necessary or convenient for the exercise of Owner's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Owner to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Owner and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Owner shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Owner elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Owner's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Owner's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Owner's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Owner's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event

that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Owner will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Owner shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 "mean" index and dividing by the January 2012 "mean" index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City's agreement to the terms regarding the timing of development of all Parks

and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Owner to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Owner agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by Owner. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Owner agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Owner challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Owner will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Owner will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Owner shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be

included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Owner shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Owner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Owner's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Owner acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD;

provided Owner may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Owner 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 Owner would constitute an event of default under this Agreement. In the event of such a default by Owner, then in addition to all other remedies available to City, Owner shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Owner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Owner agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Owners the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Owner agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Owner also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Owners under its Agreement with the other Participating Owners.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Owner shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Owner who installs frontage improvements located on the Property prior to Owner's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Owner shall be identified by Owner and approved by City in connection with City's approval of the Owner's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Owner shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage

improvements that Owner will construct, or will reimburse a Participating Owner for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Owner, City will enter into a reimbursement agreement with Owner to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Owner shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Owner to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Owner shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Owner to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Owner agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Owner and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Owner within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to

planned development in the City and County. The Owner agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Owner shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Owner to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Owner's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Owner's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Owner shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Owner shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Owner shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Owner recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Owner chooses to seek permits which rely upon the SSHCP, Owner shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the

Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Owner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Owner of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Owner's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Owner written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Owner must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Owner. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Owner is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Owner a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Owner by e-mail or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Owner in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Owner may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Owner may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Owner's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Owner forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Owner agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Owner to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Owner, and that unless and until the Owner elects to develop any portion of the Property, the only obligations of the Owner hereunder shall be to dedicate public rights or way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Owner, if such Event of Default is not cured within thirty (30) days after the Owner's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations

contained in this Agreement are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Owner agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Owner, or any actions or inactions of Owner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Owner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Owner is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Owner will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Owner nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Owner, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Owner
Attn:
Address
City, State, Zip
Fax:
E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Owner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Owner has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Owner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Owner) and City's receipt of the express written assignment by Owner, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Owner's interest in the Property related thereto, Owner shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Owner," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing

financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Owner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Owner hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development

Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the _____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“OWNER”

By: _____

Name: ROBERT A. GILMARTIN

Date: _____

By: _____

Name: BARBARA A. GILMARTIN

Date: _____

By: _____

Name: ROBERT A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: BARBARA A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: ROBERT A. GILMARTIN, as Trustee of
The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

(Signatures continued next page)

By: _____

Name: BARBARA A. GILMARTIN, as Trustee
of The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

Date: _____

(Signatures continued next page)

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

Date: _____

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

By: _____

Name: NATHALIE TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194272.6

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

The West one-half of the Southeast one-quarter of Section 21, Township 8 North, Range 7 East, M.D.B. & M.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955 in book 2869 of Official Records, page 494, executed by Natomas Company, a California corporation to Bargain Bill's Furniture Warehouse, Inc., a California corporation.

PARCEL TWO:

The North 80.00 acres of the Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at anytime hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494, executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

PARCEL THREE:

The Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Southwest one-quarter of Section 21.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494,

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

(continued)

executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

Apn: 067-0100-017-0000 (affects Parcel One)
067-0100-025-0000 (affects Parcel Two)
067-0100-026-0000 (affects Parcel Three)

NM

24474-00099\i\Manage\4414576.1

Exhibit A-2



EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

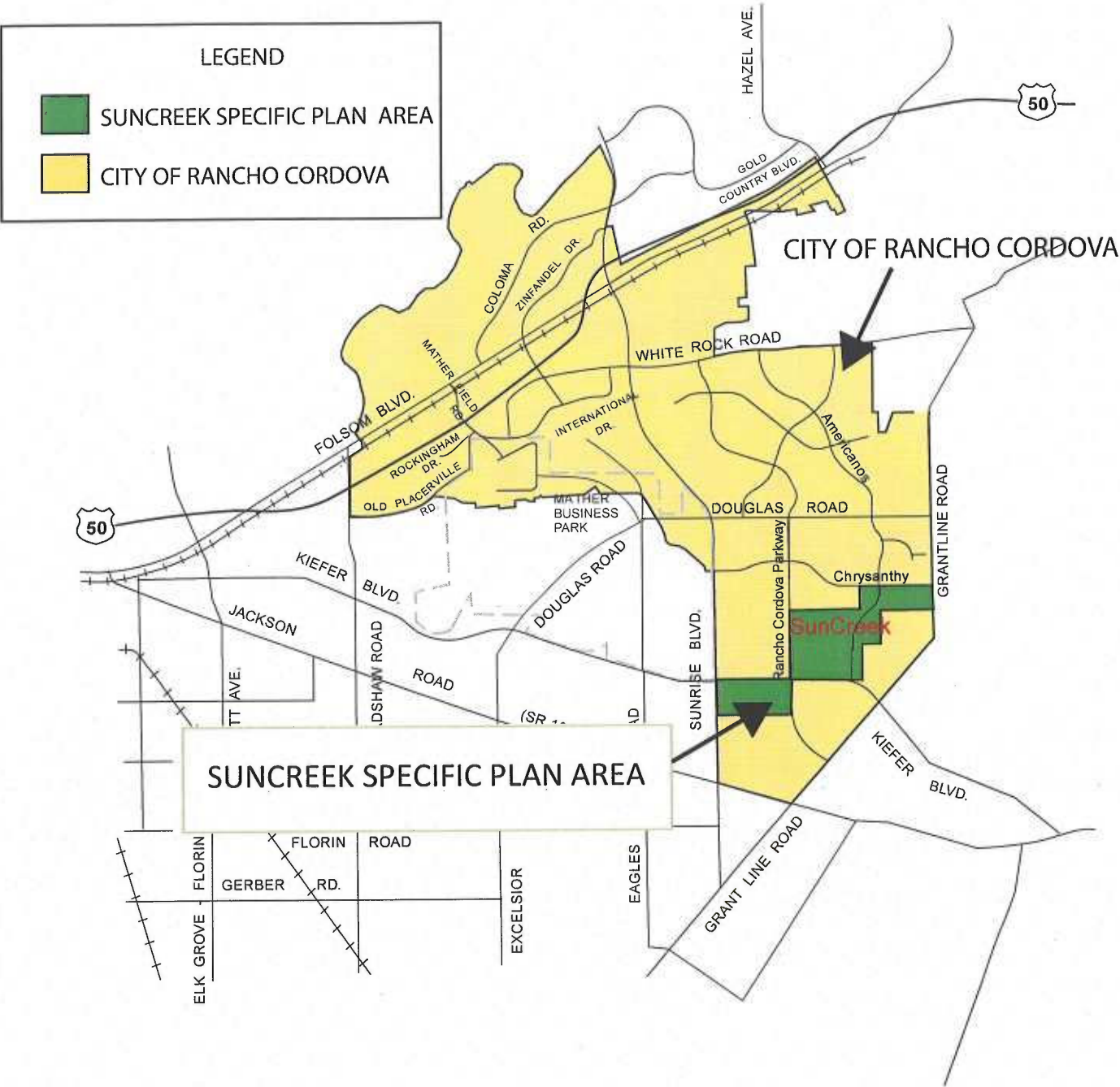


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

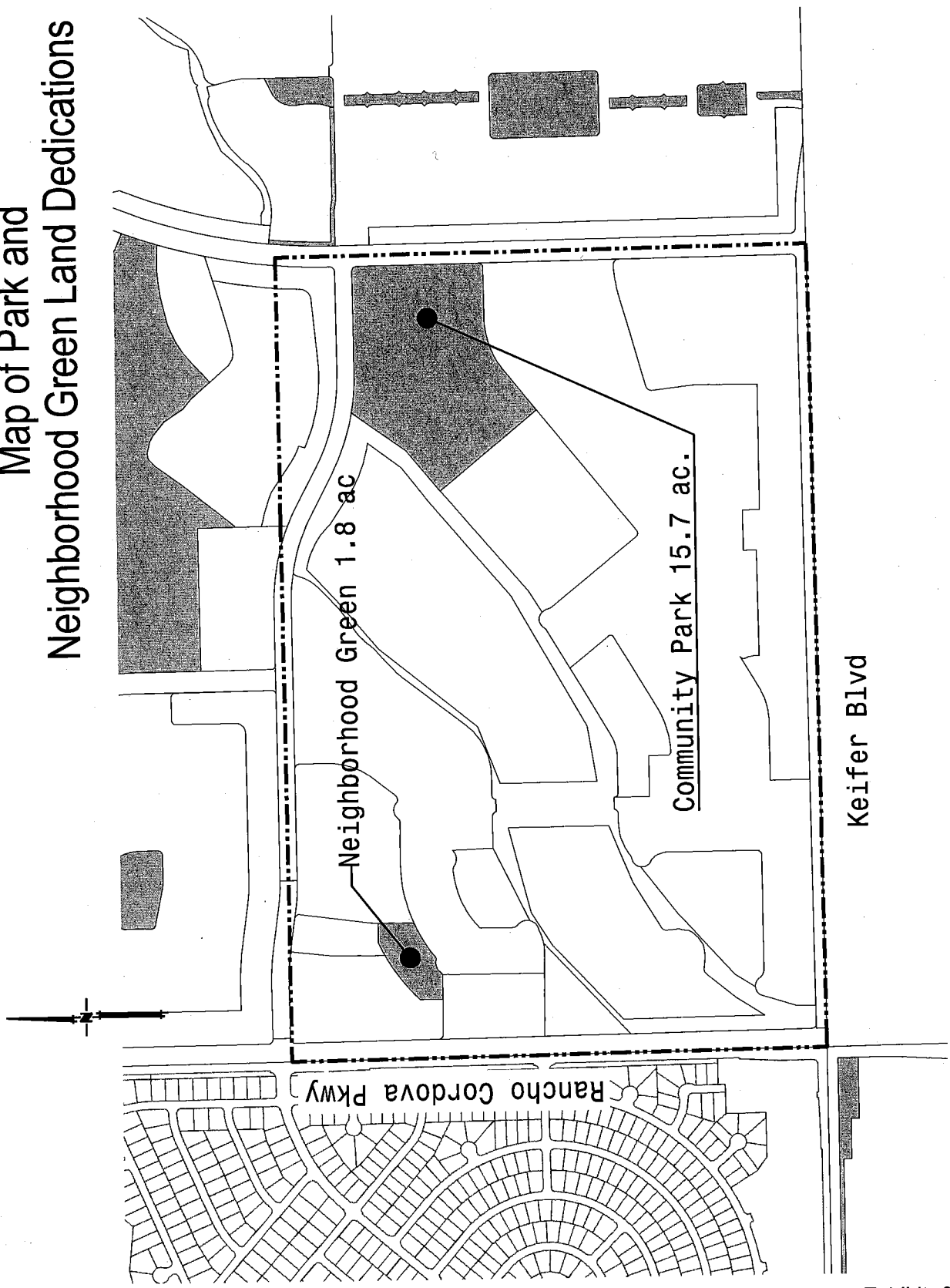


Exhibit 6.1

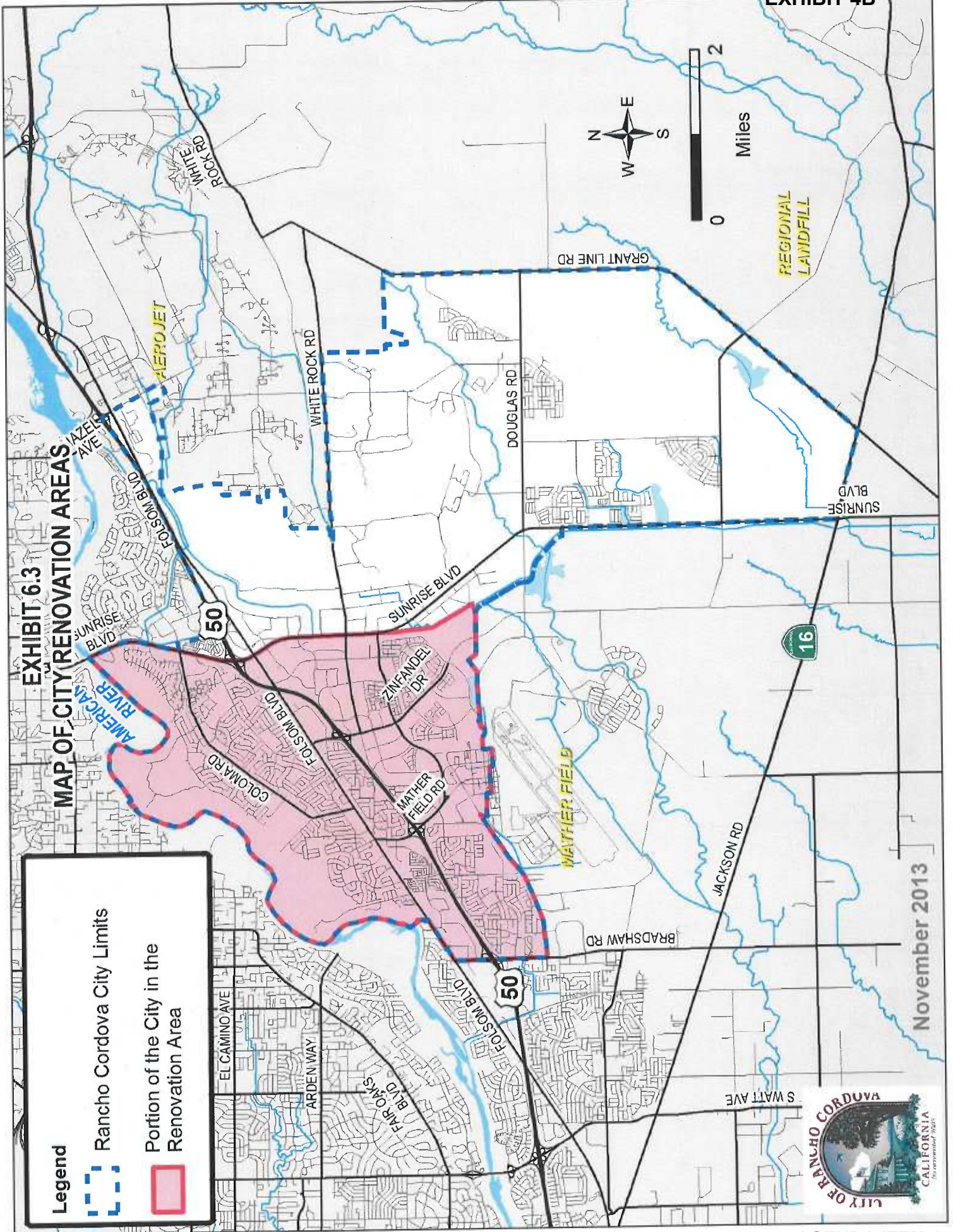


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201_, as Instrument No. 201_- _____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

 Attn: _____

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

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

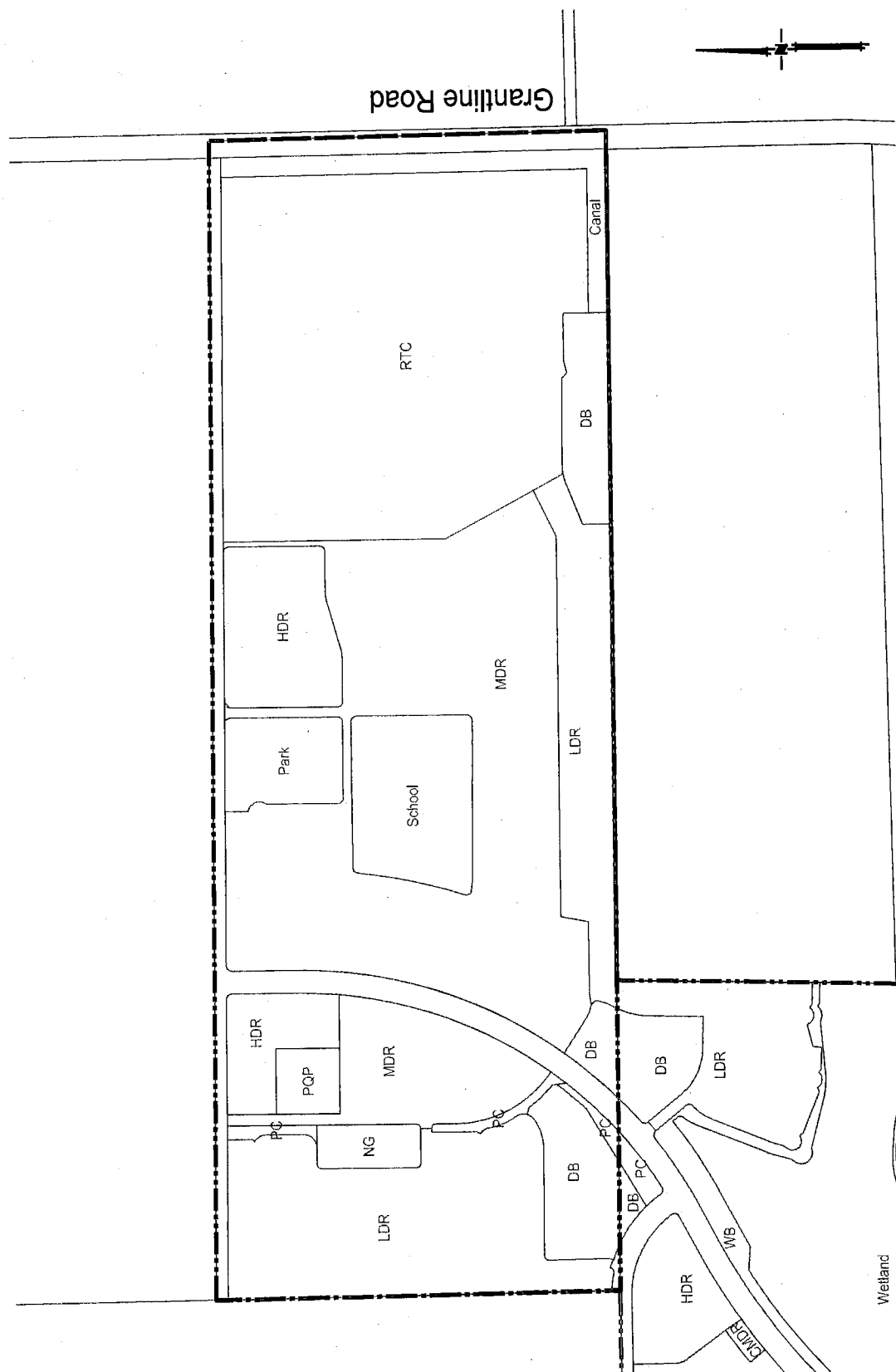


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 220-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____-2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____, 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Grantline & Chrysanthy Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any

final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

5.11 Effect of Resource Permits on Entitlements. Following approval of the Entitlements by the City, before issuance of building permits or any other construction to implement the Entitlements will be allowed, a number of federal and state resource permits will be required (together "Resource Permits"). The City and Developer share the desire for the Resource Permits to allow full development of the entire Project consistent with the Entitlements.

Developer and City, therefore, agree that they each will use good faith and diligent efforts to collaborate and coordinate in connection with Developer's processing of the Resource Permits by: (1) Developer providing the City with a draft of the Resource Permit application(s) (and related attachments) for the purpose of providing City with an opportunity to review and comment before they are formally submitted to the relevant resource agency(ies), and to the extent City intends to provide Developer with any such comments, City shall do so within two (2) weeks of receipt of the draft application(s); (2) Developer keeping the City reasonably informed regarding the status of all such application(s) and the relevant agencies' processing related thereto; (3) City being invited by Developer to participate in any meeting(s) with the relevant resource agency staff as well as any public hearing(s) on the matter, upon Developer's request, (4) City actively supporting Developer's application(s) so long as they are consistent with and fully implement the Project; and (5) Developer providing the City with a draft of the Resource Permits for the purpose of providing the City with an opportunity to review and comment, and to the extent City intends to provide Developer with any such comments, City shall do so within two (2) weeks of receipt thereof.

While full development of the entire Project consistent with the Entitlements is the goal of both the City and Developer, Developer understands that the proposed 58.4-acre Regional Town Center (RTC), in its current location, size and shape, is particularly important to the City and was an important factor in its approval of the Project.

City and Developer agree that, if as a result of the Resource Agencies' permitting process which reduces developable acreage of the RTC, Developer seeks to modify or reconfigure the RTC, City will allow Developer to proceed with development of the Project, without amending this Agreement or invalidating any rights it vests, provided that the footprint of the Regional Town Center is reduced to a size of no smaller than 53.4 acres (the "Minimum RTC Footprint"), and provided that the general boundaries of the RTC are kept in its current location. In the event any reduction of the RTC is required through the regulatory permitting process, fifty percent (50%) of the RTC area eliminated or reconfigured shall be restored by converting adjacent lands from their proposed use to RTC. For example, if the regulatory permitting process resulted in the proposed footprint of the RTC being reduced in size to 52.4 acres total (6 acres below the proposed RTC footprint), then Developer would agree to a City-sponsored change in the Entitlements to rezone 3 acres of surrounding land uses to Regional Town Center, which would result in a 55.4-acre Regional Town Center footprint.

If the regulatory permitting process reduces the RTC to less than the Minimum RTC Footprint, after accounting for the fifty percent offset of land converting to RTC described above, then Developer shall either (1) restore such additional reductions to the Minimum RTC Footprint by providing for additional RTC uses elsewhere on the Property on a one-for-one basis (such that, in no event, shall the acreage for the RTC be below the RTC Minimum) or, (2) shall request that the City amend this Development Agreement and associated entitlements for the Grantline 220 project. Approval of such amendments would be at the sole discretion of the City. Notwithstanding the foregoing, in no case shall the provisions set forth in this Section 5.11 result in a decrease in the total number of Dwelling Units (879 Units) for which Developer has vested rights to develop in accordance with the terms and conditions of this Agreement.

The Parties acknowledge that the offset requirements set forth in this Section 5.11 are intended to facilitate development of a sufficient amount of contiguous acreage for RTC uses as contemplated in the Specific Plan; provided that the Parties further acknowledge that considerable planning has occurred with respect to the Specific Plan, the Grantline 220 project and the respective land use configurations and proposed uses currently reflected therein. Accordingly, to the maximum extent feasible under applicable law, City agrees to work diligently and in good faith with Developer to promptly process and consider any modifications to the Entitlements necessary to implement this Section.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation.

Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in Exhibit 6.1 (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 "mean" index and dividing by the January 2012 "mean" index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CPRD or City, as applicable, for the improvement of the lands that CPRD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee

(or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City's agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the "Park Renovation Fee"); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by Developer. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CPRD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special

Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer 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 Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the

Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with

the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the

procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Developer by e-mail or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

19. Agreement Runs with the Land. Except as otherwise provided for in this Development Agreement, all of the provisions, rights, terms, covenants, and obligations

contained in this Agreement are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Development Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the

other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax:
E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days

of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of __ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

GRANTLINE & CHRYSANTHY 220
INVESTORS, LLC
a California limited liability company

By: Valley Land Company, a California
corporation

Its: Managing Member

Name: Angelo Christie, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194025.6

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The Southerly 110 rods of Section 15, Township 8 North, Range 7 East, Mount Diablo Base and Meridian.

Excepting Therefrom the Easterly 40 feet.

Further 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 conveyed in Grant Deed recorded March 31, 1987, in Book 870331, Page 1126, Official Records.

Apn: 067-0040-010

Exhibit A-2
Map of Property

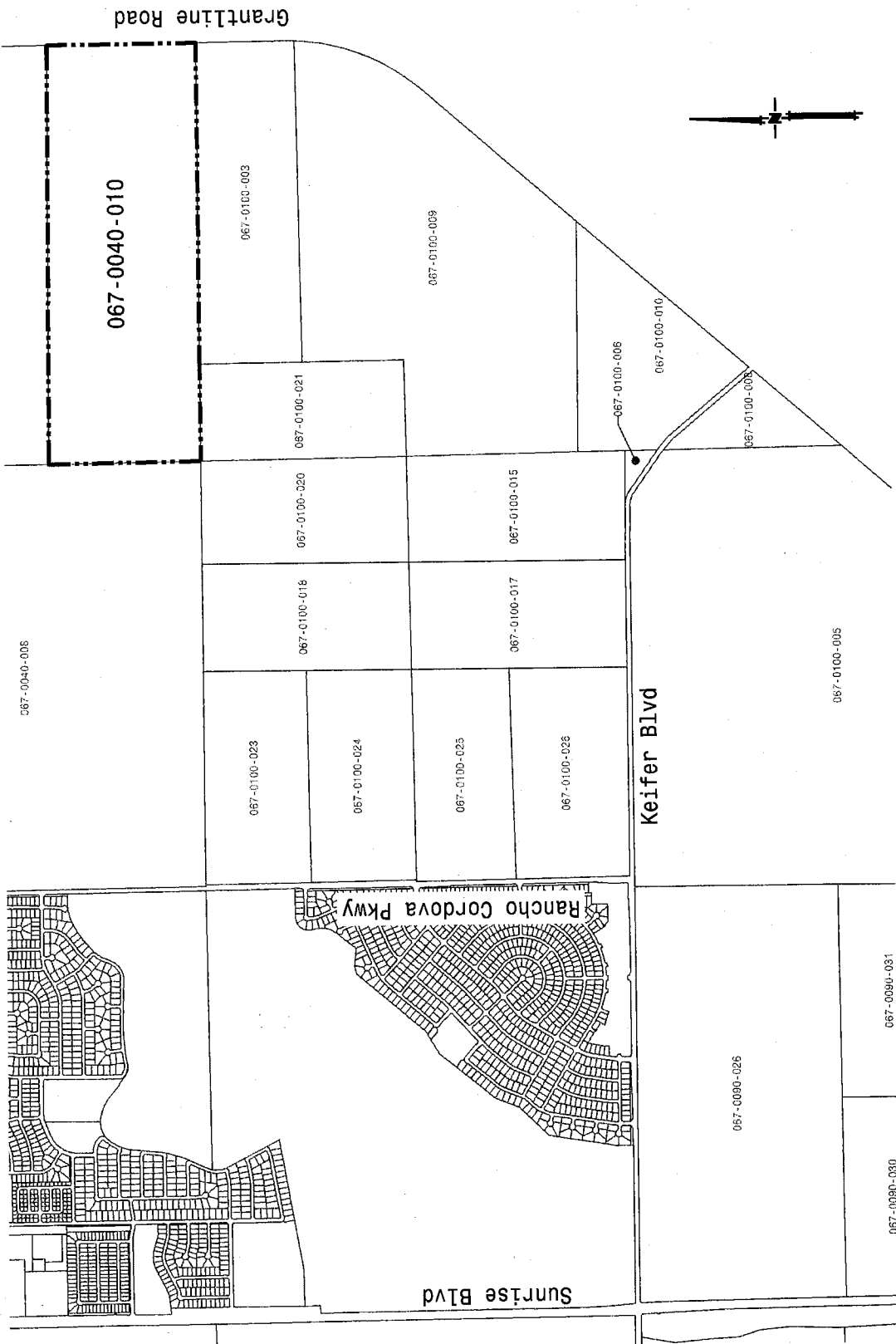


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

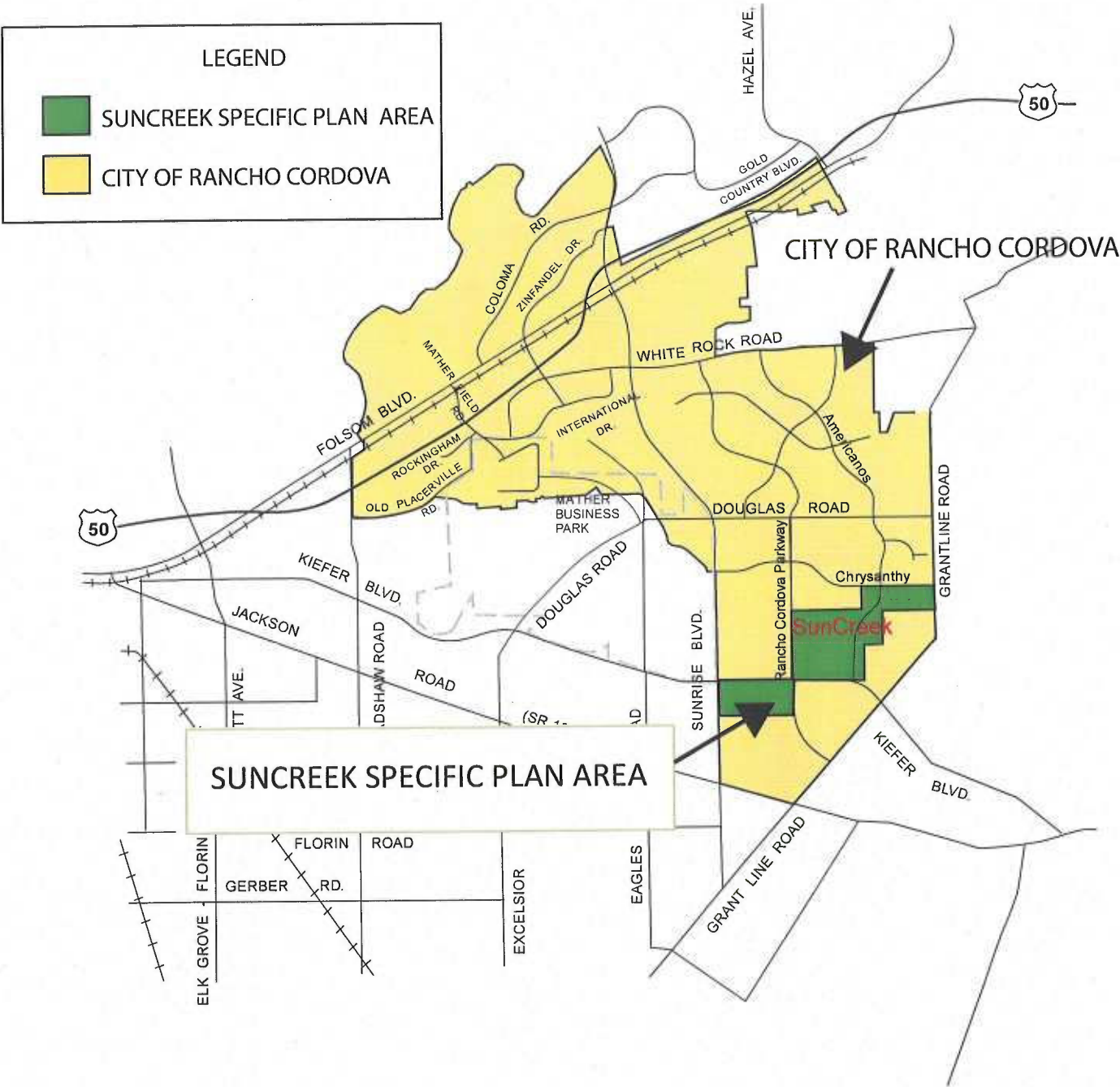


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

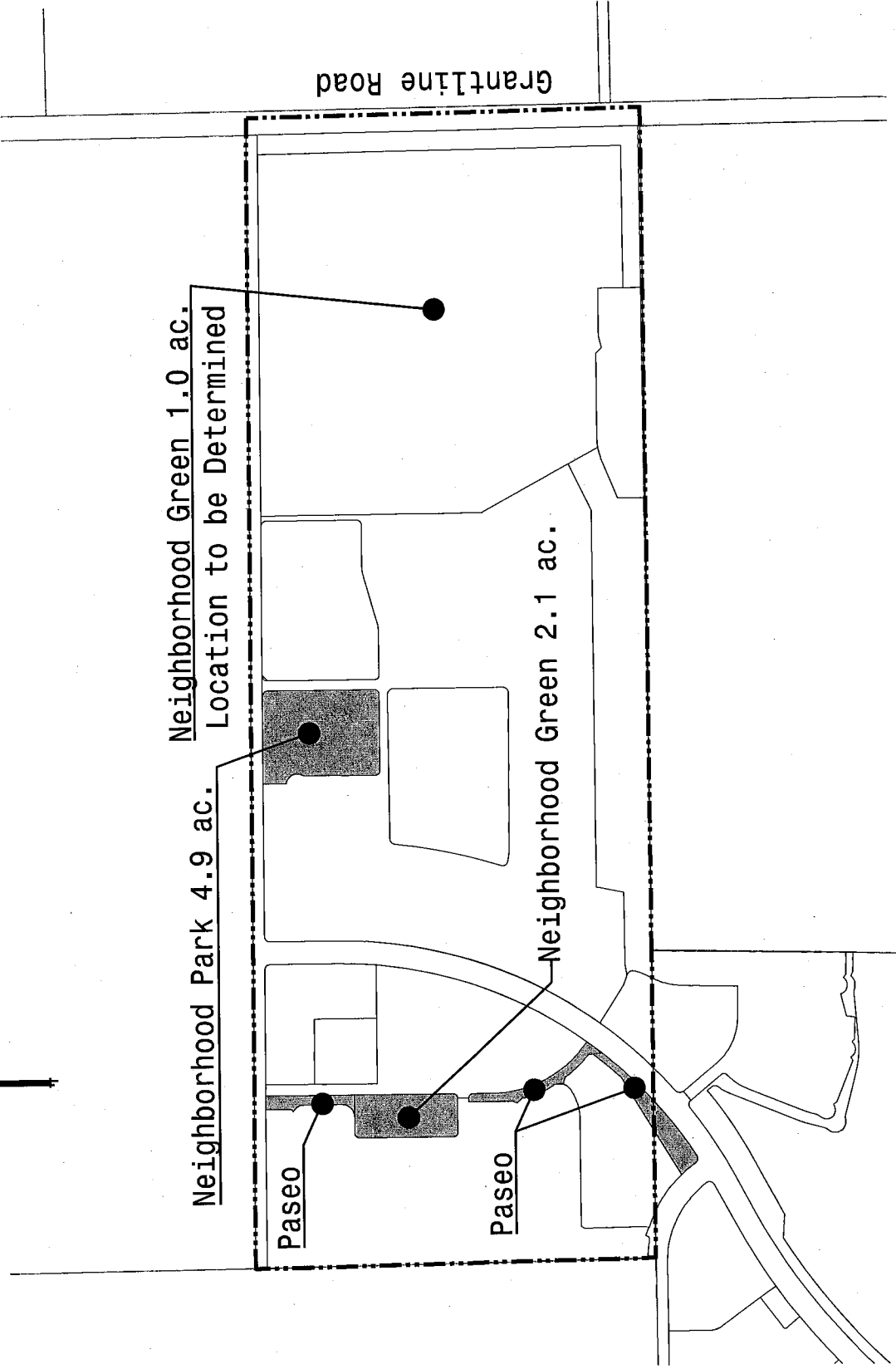


Exhibit 6.1

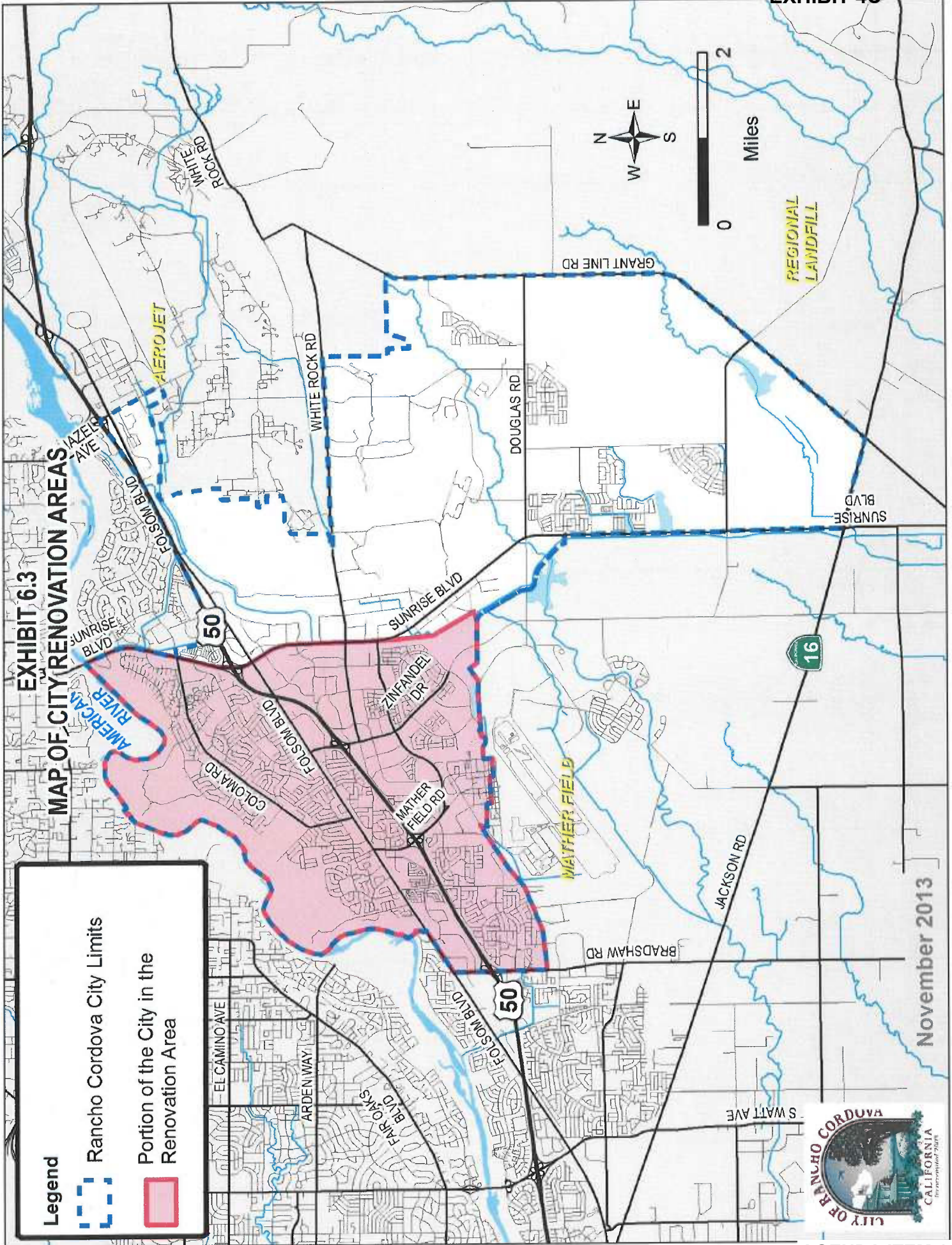


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201_, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201_, as Instrument No. 201_- _____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

 Attn: _____

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

ASSIGNOR:

ASSIGNEE:

_____,
a _____

_____,
a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

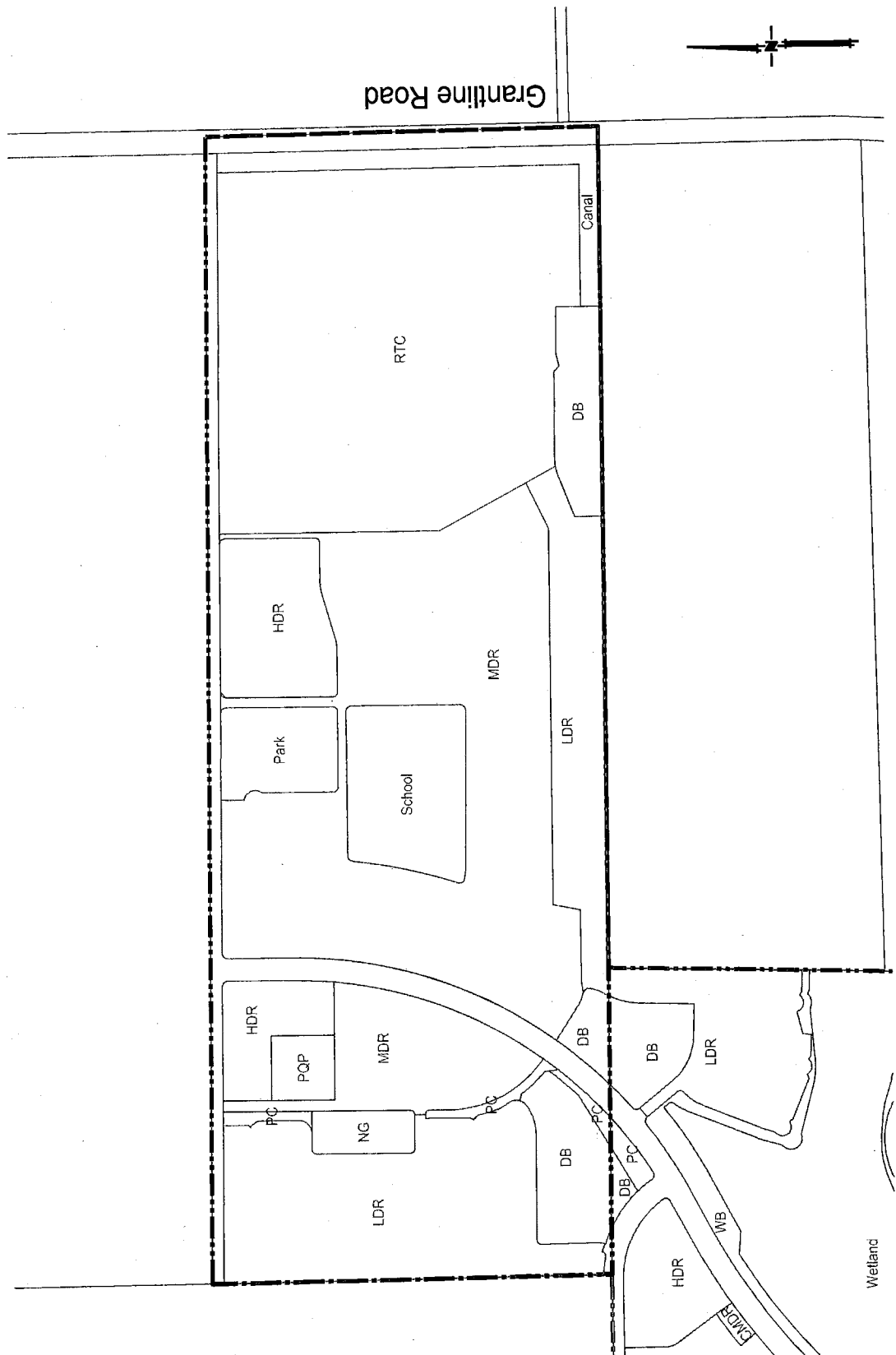


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
LENNAR SIERRA SUNRISE, LLC
RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and LENNAR SIERRA SUNRISE, LLC, a California limited liability company ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain ____-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance _____- 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthi 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Lennar Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the

Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the

Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”); provided that the Park Renovation Fee shall not be

paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by Developer. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations,

(ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer 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 Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special

Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within

the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program.

Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and

conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in

connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Developer by e-mail or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement,

a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may

immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax:
E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted

by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

LENNAR SIERRA SUNRISE, LLC
a California limited liability company

By: Lennar Sunrise, LLC,
a California limited liability company
Its: Managing Member

By: Lennar Renaissance, Inc.,
a California corporation
Its: Managing Member

By: _____

Name: Larry Gualco, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

1994310.44

EXHIBIT A-1**Legal Description**

All that certain real property situated, lying and being in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

THE EAST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

APN: 067-0100-015-0000

PARCEL TWO:

THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

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 PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE; AS RESERVED IN THE DEED FROM NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION, DATED JUNE 20, 1955, RECORDED JULY 6, 1955, IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494.

APN: 067-0100-020-0000

PARCEL THREE:

THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 6, 1955 IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION.

APN: 067-0100-021-0000

Exhibit A-2
Map of Property

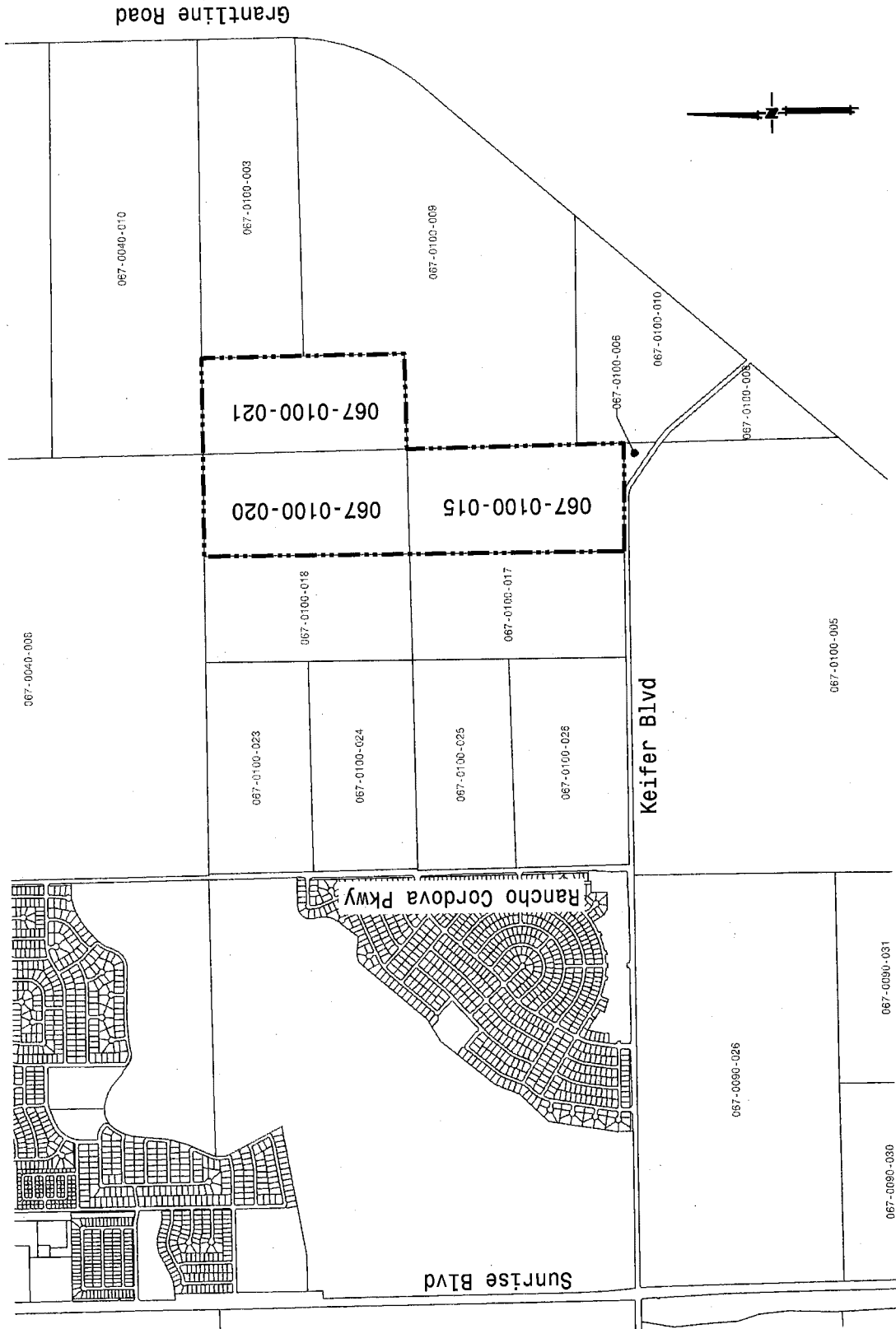


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

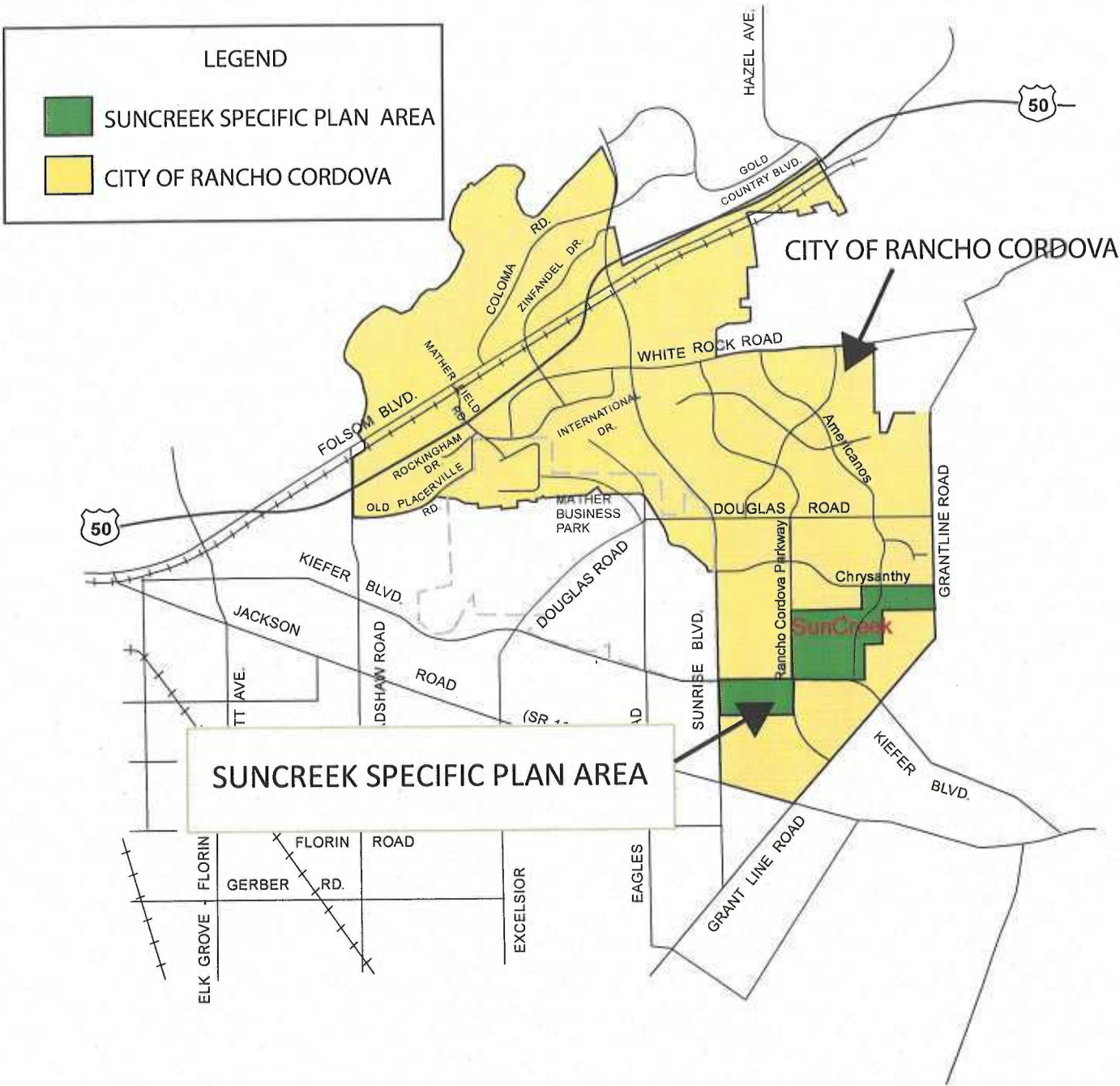


Exhibit 6.1

Map of Park and Neighborhood Green Land Dedications

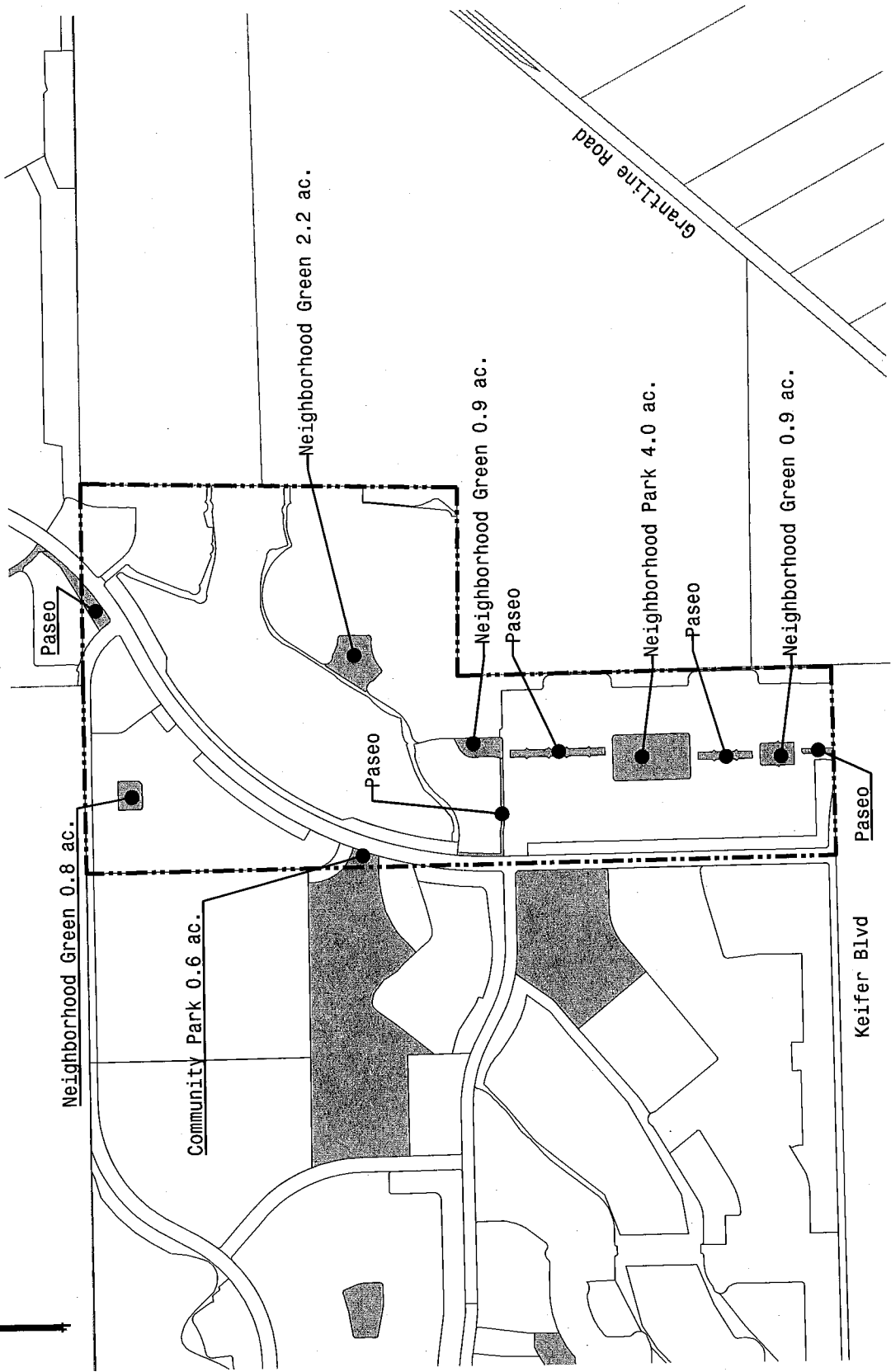


Exhibit 6.1

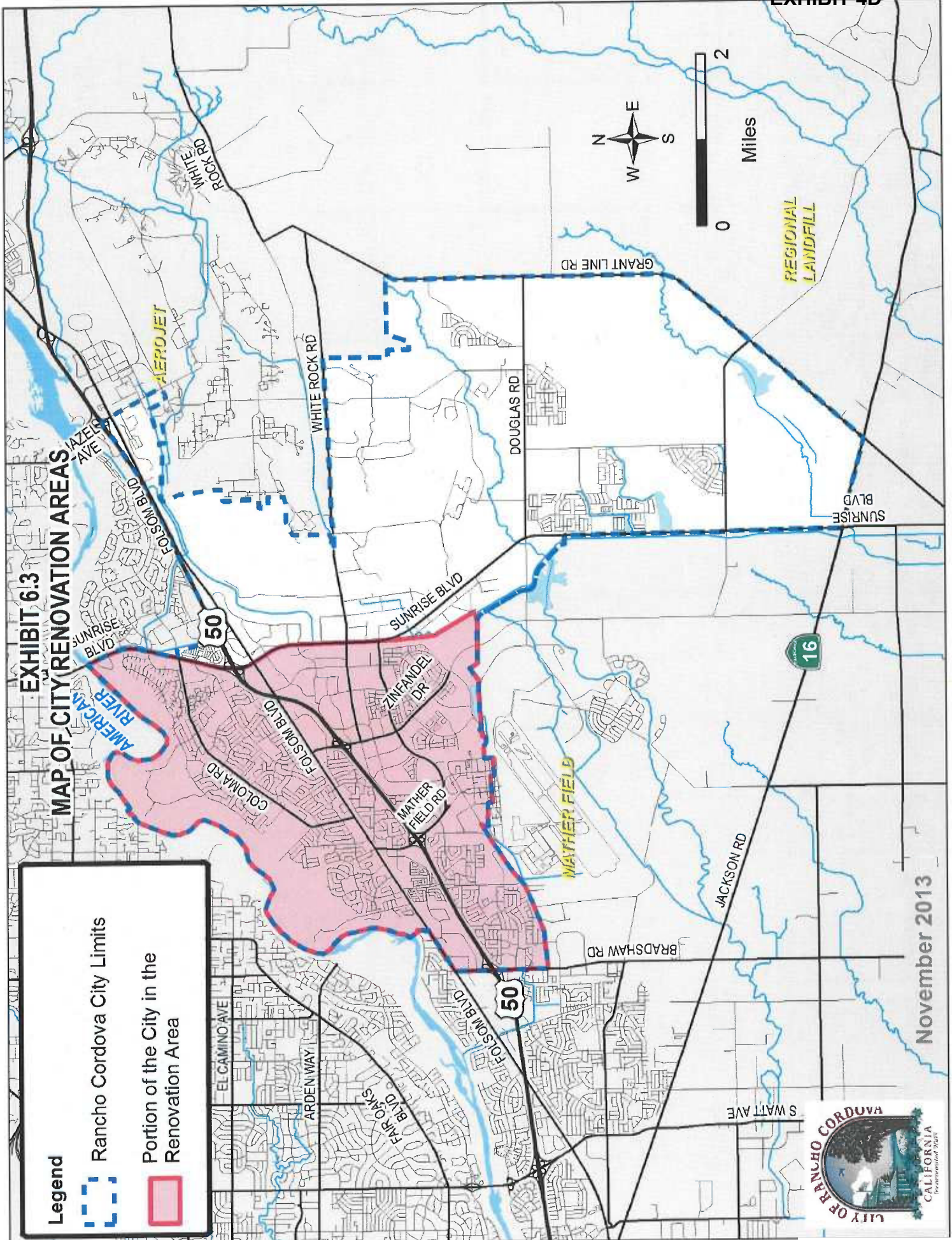


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201__, as Instrument No. 201__-____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

Attn: _____

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

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3

Map Outlining Grantline 220 Property

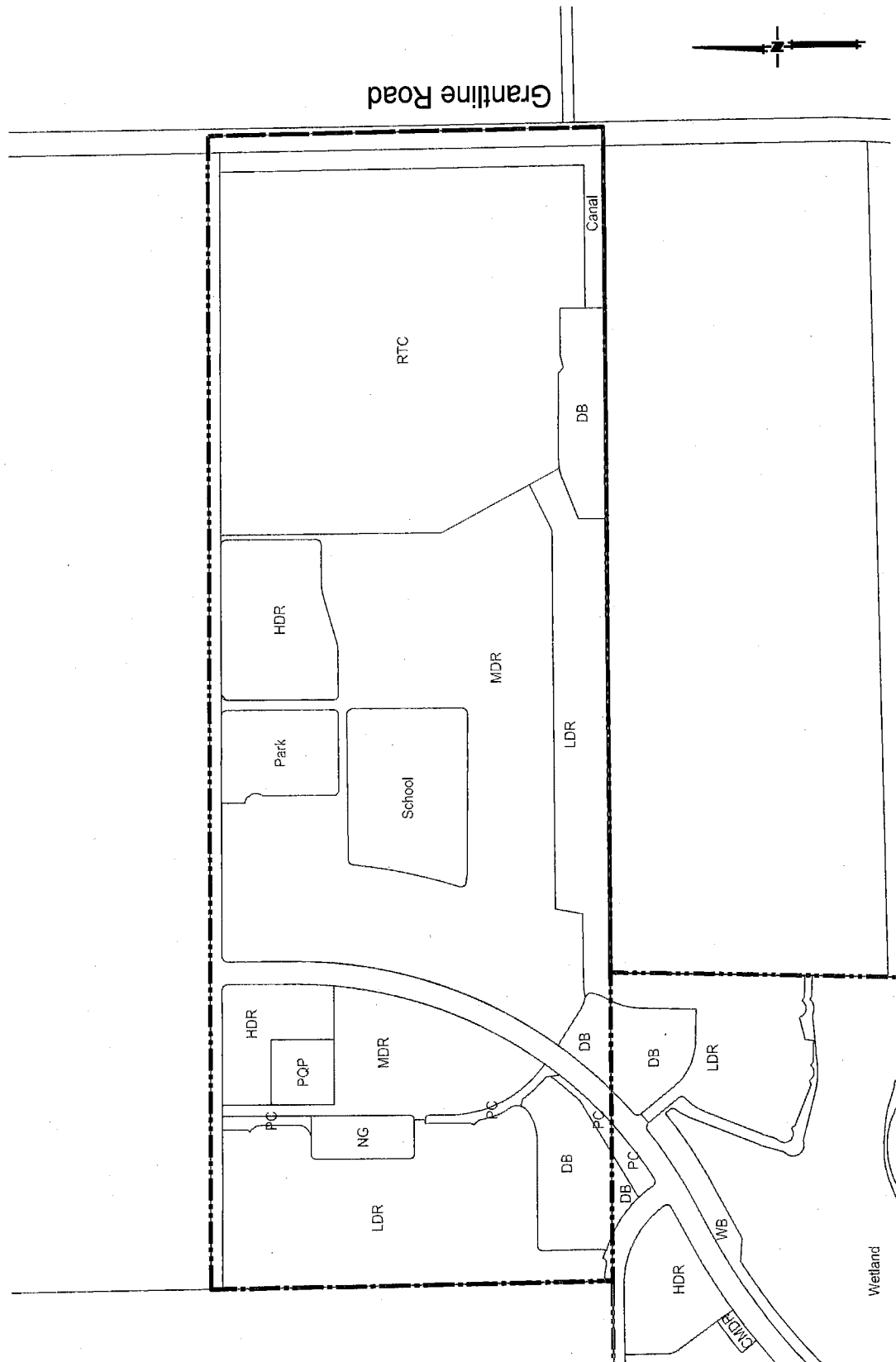


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

SHALAKO INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and SHALAKO INVESTORS, a California limited partnership ("Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 321-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance _____- 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____- 2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. ____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. ____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthi 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Shalako Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any

final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or federal Law. Modification Because of Conflict with State or federal Laws. This Agreement shall not preclude the

application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in Exhibit 6.1 (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after

they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition

Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”); provided that the Park Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City pursuant to the Affordable Housing Plan. Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in Exhibit 6.3. This payment is made voluntarily by Developer. 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”), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance

CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services.

The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-

1. The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer 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 Developer would constitute an event of default under this Agreement. In the event of such a default by

Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs. In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

- (a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).
- (b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;
- (c) Water and Drainage Studies CFD or Assessment District;
- (d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD

Fee”) described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the “Land Equalization Fee”) described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner (“Grantline”) of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on Exhibit 7.3.3 attached hereto (“Grantline Property”) has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline’s first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer’s development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City’s approval of the Developer’s Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, “Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements,” for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to

be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program.

Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations.

As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's

obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either

party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Developer by e-mail or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the

remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code

section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
 Planning Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax:
 E-mail:

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

Developer
 Attn:
 Address
 City, State, Zip
 Fax:
 E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted

by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

SHALAKO INVESTORS,
A CALIFORNIA limited partnership

By: William M. Campbell, III

Its: General Partner

By: William Ramey Osborne

Its: General Partner

By: Stephen Tofft

Its: General Partner

By: Ronald J. Parr

Its: General Partner

By: Frank R. Catalano

Its: General Partner

By: John C. Walker

Its: General Partner

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194018.6

EXHIBIT A-1**Legal Description**

All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of Section 29, Township 8 North, Range 7 East, M.D.M., more particularly described as follows:

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M., AS DESCRIBED IN A CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 860108, PAGE 933, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

APN: 067-0090-026

Exhibit A-2
Map of Property

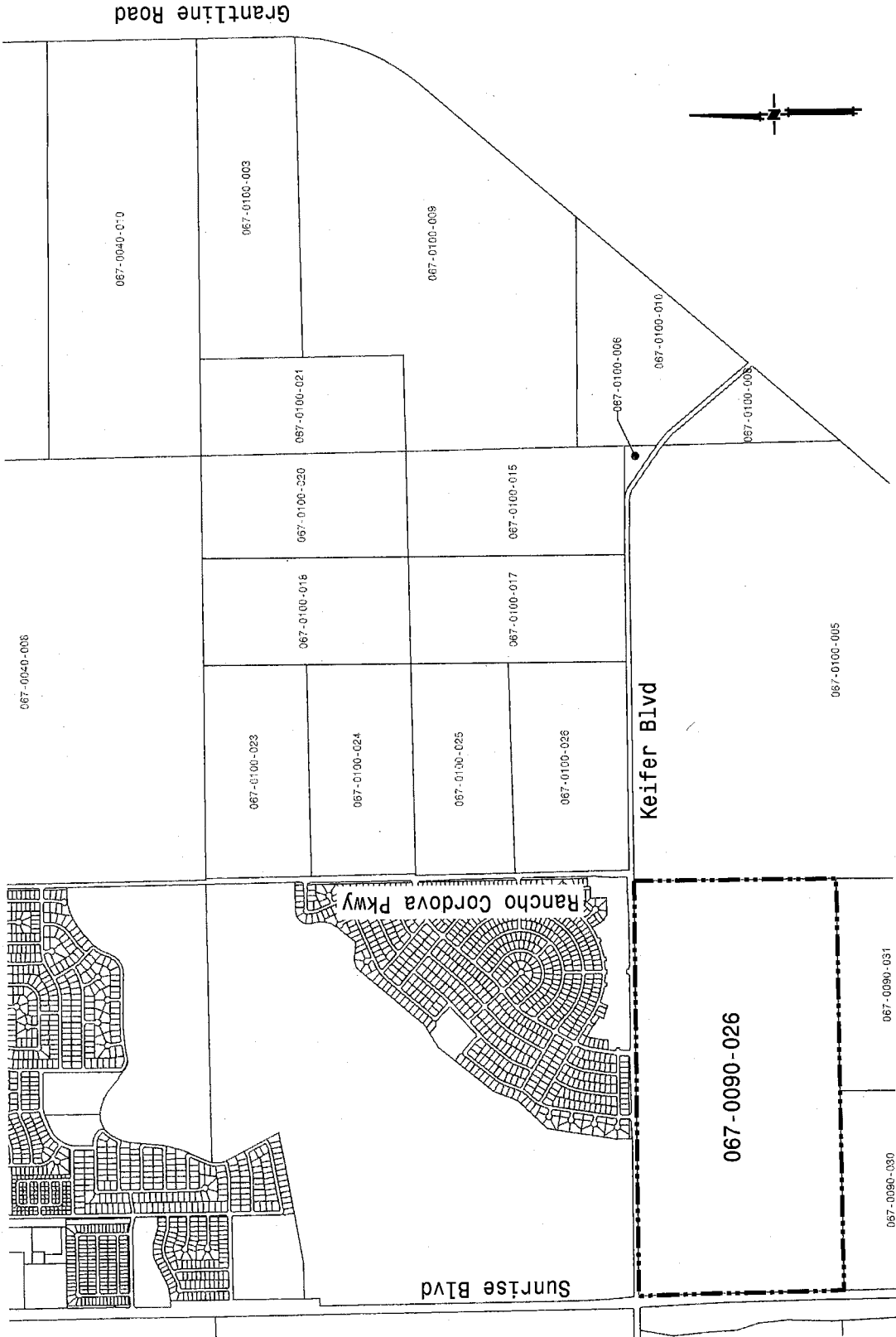


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

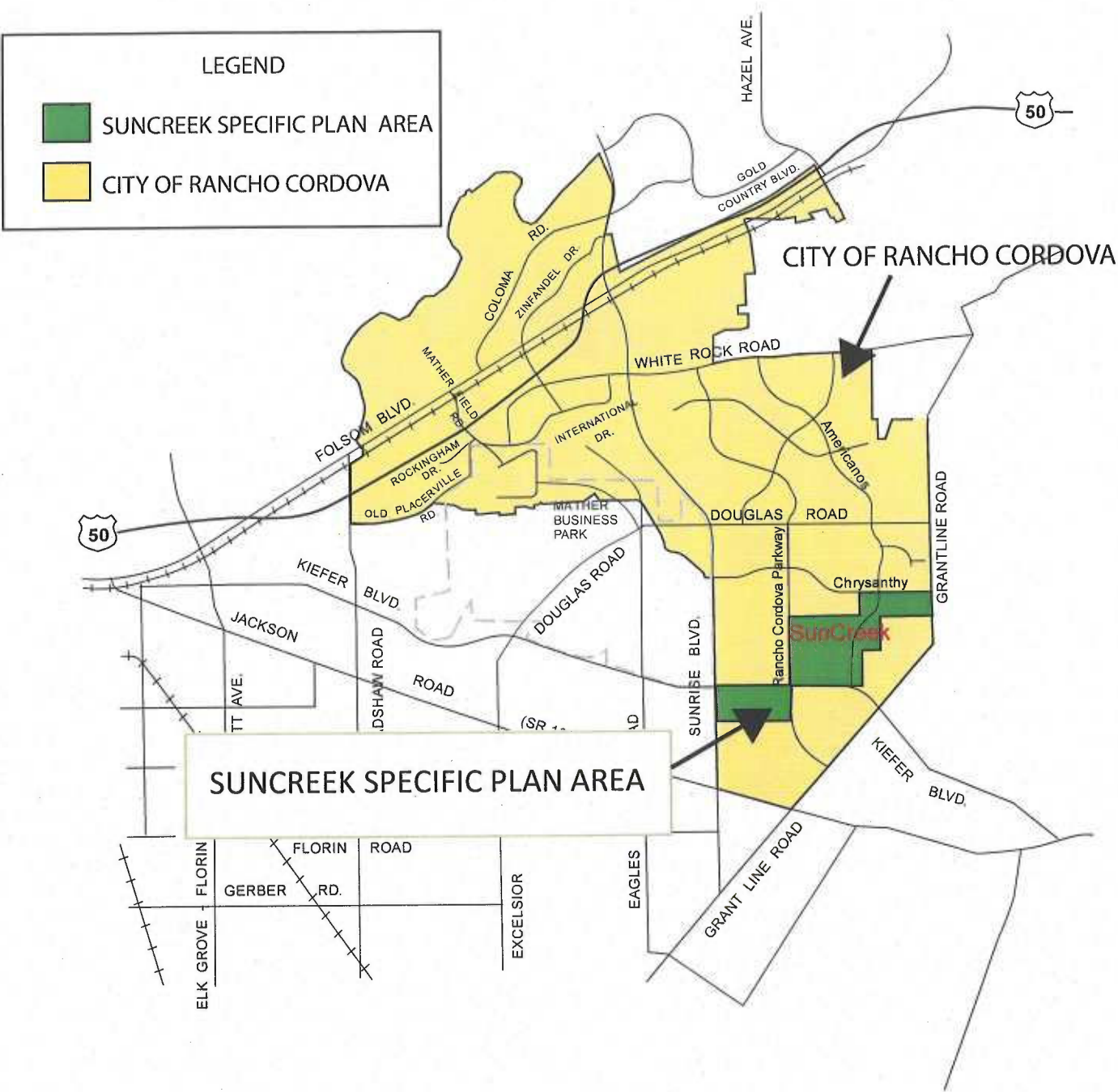


Exhibit 6.1

Map of Park and
Neighborhood Green Land Dedications

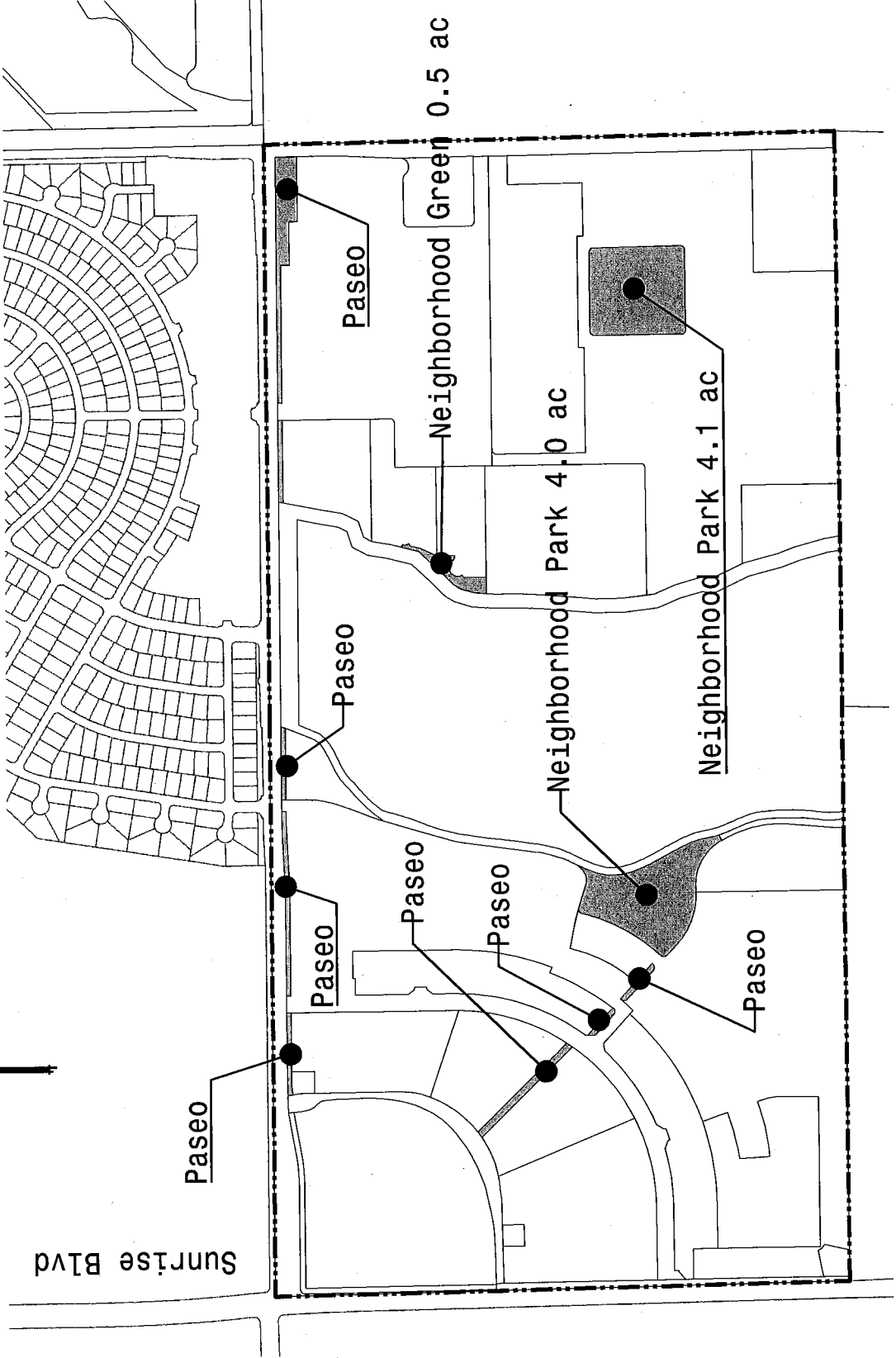


Exhibit 6.1

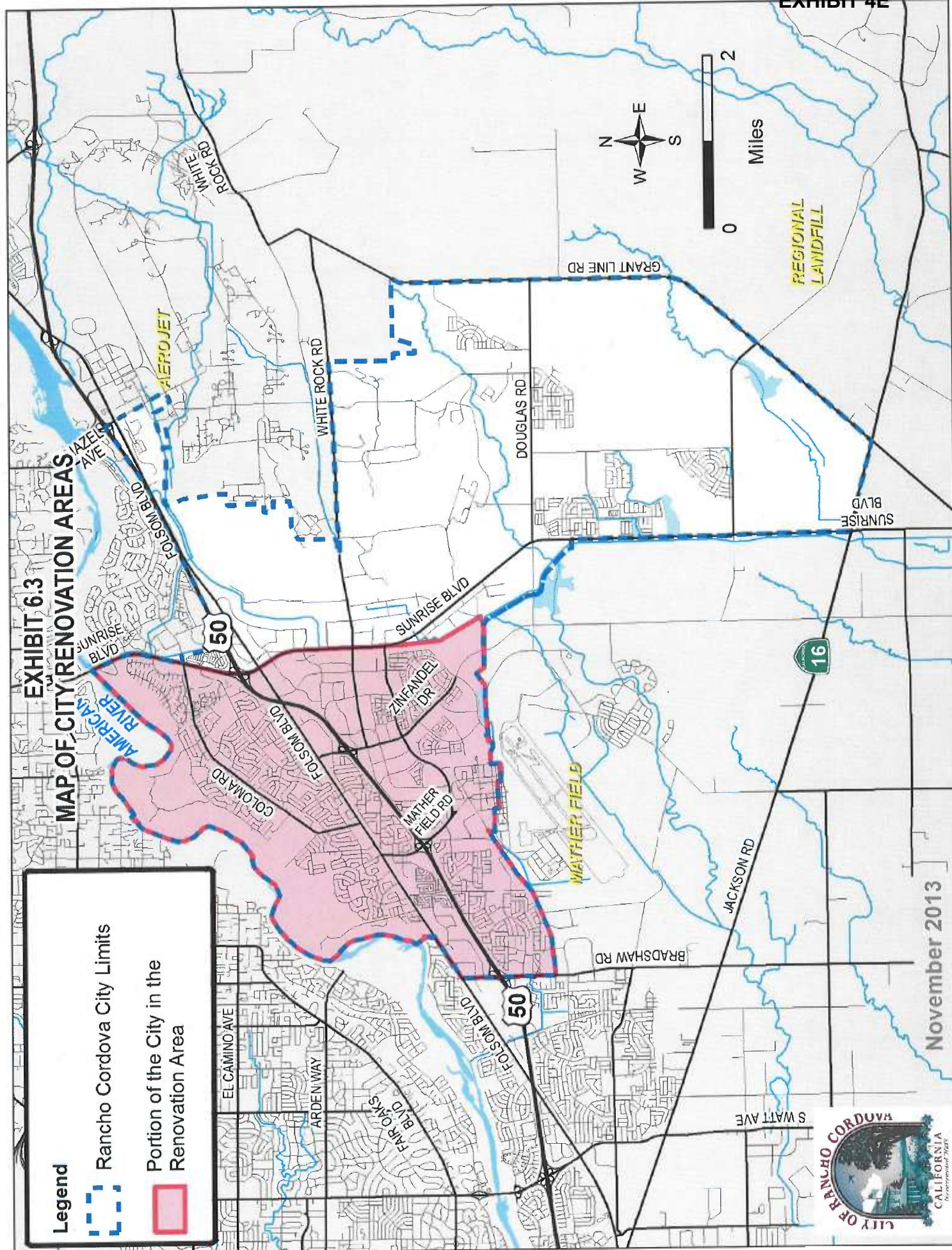


EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201__, as Instrument No. 201__-____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

 Attn: _____

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

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

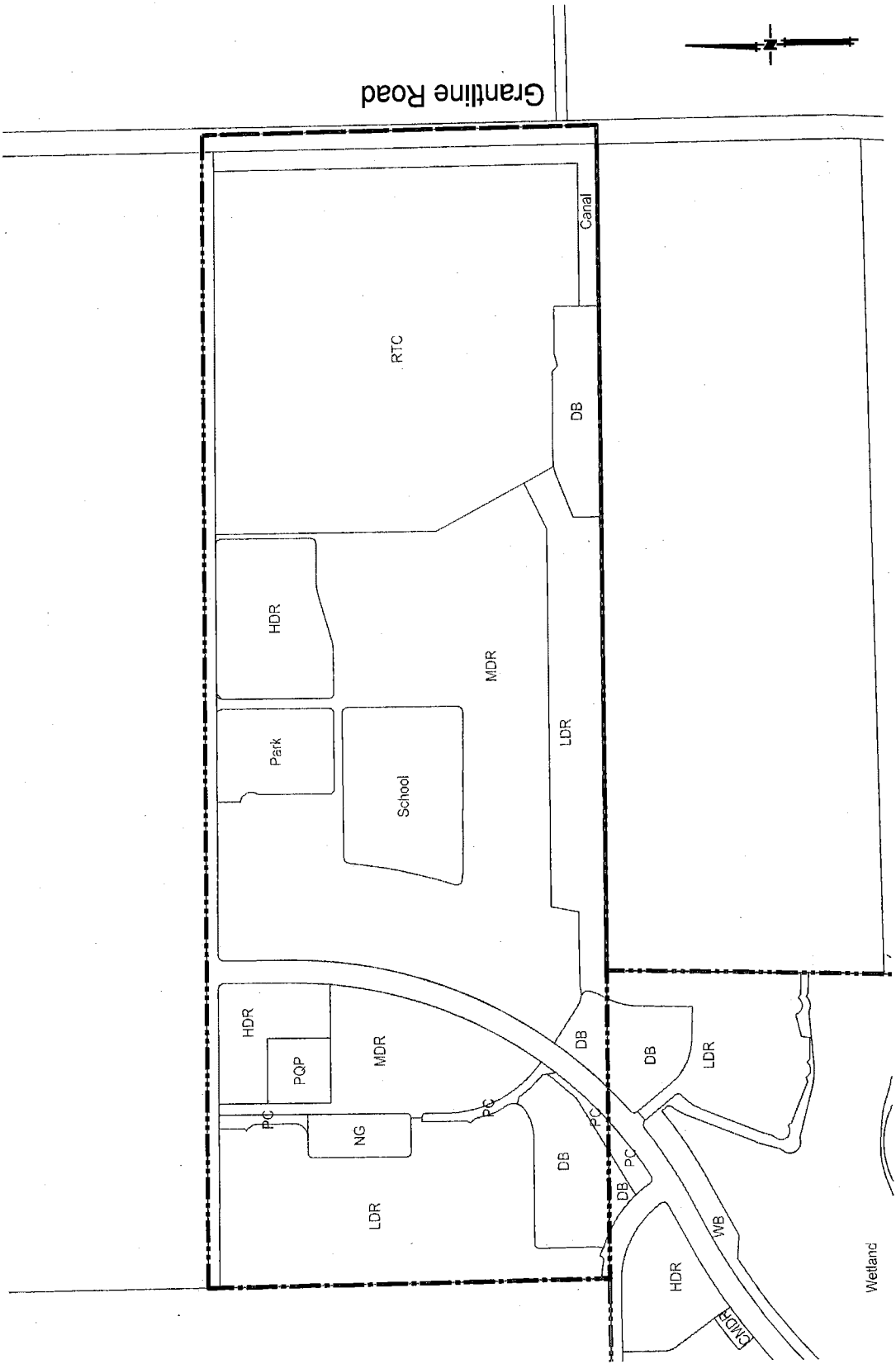


Exhibit 7.3.3

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

**CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M.
CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of
the Dunmore Family Trust dated February 24, 1977, as Amended**

RELATIVE TO THE SUNCREEK PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO SUNCREEK PROJECT

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this ____ day of _____, 2013, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended (together "Developer"), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize City and any person having a legal or equitable interest in the real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. Developer owns in fee title that certain 80-acre portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2, attached hereto (the "Property").

D. Approval of SunCreek Specific Plan Area Development Agreements. Concurrent with the approval of this Development Agreement, five other development agreements with nearly identical terms are being processed and approved by and between the City of Rancho Cordova and the other Participating Developers described herein. It is also the intent of City that, if any of the Participating Developers fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such Non-Participating Landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such Non-Participating Landowner to enter into a development agreement with terms nearly identical to those in this Agreement.

E. Joint Planning of SunCreek Specific Plan. The Participating Landowners, City, and other public agencies have jointly planned for the development of the entire 1,265-acre SunCreek Specific Plan Area described in Exhibit B attached hereto. The SunCreek Specific Plan, this Development Agreement, and the other Entitlements are the result of this joint effort.

F. Public Hearing and Approval of this Agreement. On _____, 2013, the City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. ____-2013 approving this Agreement. City approved Ordinance ____ - 2013 on _____, 2013.

G. Environmental Review. In compliance with the California Environmental Quality Act ("CEQA"), on _____, 2013, by Resolution No. _____-2013, City certified the SunCreek Specific Plan Project EIR ("EIR"). In addition to the EIR, the United States Army Corps of Engineers will be separately certifying, in compliance with the National Environmental Policy Act ("NEPA"), an Environmental Impact Statement ("EIS") related to this Project.

H. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____-2013, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan and Specific Plan.

J. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City of Rancho Cordova General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 2013, by Resolution No. _____-2013, and implemented pursuant to the Affordable Housing Plan Agreement between City and Developer. Pursuant to Resolution No. _____-2013, City approved an affordable housing agreement with each of the Participating Developers. The Affordable Housing Plan identifies the plans to provide adequate affordable housing in the Project.

"Backbone Infrastructure" means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1-2 of the Finance Plan.

"CCR Enforcement" means enforcement by Developer and/or a Homeowners Association and/or City of covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“City CCI Index” means the construction cost index applied by City in documents authorizing the subject fee, assessment or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fee Programs.

“City CPI Index” means the following consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Conditions of Approval” means the conditions approved by City on _____, by Resolution No. _____, as an Appendix to the SunCreek Specific Plan.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” or “Property” means that certain portion of the SunCreek Specific Plan Area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A-1** and **Exhibit A-2**, and attached hereto, which is subject to this Development Agreement.

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Entitlements” means (a) that certain General Plan Amendment approved by the City Council on _____, 2013, by Resolution No. _____ 2013; (b) certification of the SunCreek Specific Plan Project EIR (the “EIR”), by City by Resolution No. _____; (c) the “SunCreek Specific Plan,” including the Conditions of Approval Appendix _____ thereto, the “SunCreek Development Standards and Design Guidelines,” including Appendix _____ thereto, and the Financing Plan approved by City on _____, by Ordinance No. _____; (d) this Development Agreement, approved by City on _____, 2013, by Ordinance No. _____ (the “Adopting Ordinance”); (e) the Affordable Housing Plan approved by City on _____, 2013, by Resolution No. _____-2013; and (i) zoning of the Property approved by City on _____, 2013 by Ordinance No. _____-2013.

“Financing Plan” means the SunCreek Public Facilities Financing Plan, including all appendices thereto, dated _____ 2013, and approved by City on _____, 2013 as part of Ordinance No. _____, 2013.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City on _____, 2013, by Resolution No. _____-20__.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CCR Enforcement.

“Interim Neighborhood Green Fee” means the Interim Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“Interim Park Impact Fee” means the Interim Park Impact Fee that the Developer agrees to pay under Section 6.1.

“Neighborhood Green” means open space to be dedicated pursuant to the Specific Plan to supplement the park amenities provided by the Parks dedications.

“Neighborhood Green Fee” means the Neighborhood Green Fee that the Developer agrees to pay under Section 6.1.

“New Park Development Fee” means the New Park Development Fee that the Developer agrees to pay under Section 6.1.

“Non-Participating Landowner” means any owner of land within the SunCreek Specific Plan Area who is included in the list of “Participating Landowners” but nevertheless fails to join in the execution of the development agreement for its property prior to or at the time of approval thereof by City.

“Parks” means the community and neighborhood parks to be dedicated pursuant to the Specific Plan.

“Participating Developers” means the landowners within the SunCreek Specific Plan Area who are participating in, and contributing to the development of the SunCreek Specific Plan and who join in the execution of the Participating Developers’ Development Agreements. The Participating Developers are anticipated to consist of the following: Gilmartin/Trevor, Lennar Sierra Sunrise, LLC, Shalako Investors, a California Limited Partnership, Chris N. Vrame, Grantline & Chrysanthy 220 Investors, LLC, and Callahan Sun Creek, LLC.

“Participating Developers’ Development Agreements” means the Development Agreements, with near identical terms to this Development Agreement, which are being concurrently processed and approved by and between the City of Rancho Cordova and the Participating Developers in the SunCreek Specific Plan Area.

“Project” means the planned development of the Vrame Property pursuant to the Entitlements.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Finance Plan.

“Small Lot Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the “SunCreek Specific Plan,” including all appendices thereto, approved by City on _____, 2013, by Ordinance No. ____-2013.

“Specific Plan Area” and “SunCreek Specific Plan Area” mean the entire 1,265-acre which is the subject of the “SunCreek Specific Plan.”

“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the

Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“SunCreek” means the SunCreek Specific Plan.

“SunCreek Project” means the planned development of the entire 1,265-acre SunCreek Specific Plan Area described in **Exhibit B** attached hereto, pursuant to the SunCreek Specific Plan, this Development Agreement, the other Entitlements and the Participating Developers’ Development Agreements.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

4. Effective Date, Term and Termination.

4.1 Effective Date. The effective date of this Development Agreement (“Effective Date”) is _____, 2013 which is the effective date of City Ordinance No. _____, adopting this Development Agreement.

4.2 Term. The term of this Development Agreement commences on the Effective Date and extends for a period of twenty-five(25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this Development Agreement. This Development Agreement automatically terminates upon expiration of the 25-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under the Entitlements of this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of the Property.

4.3 Tolling and Extension During Legal Challenge or Moratoria. Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three years if:

4.3.1. a third-party lawsuit is filed challenging any of the Entitlements or challenging the EIS certified by the Army Corps of Engineers related to this Project;

4.3.2. the Developer is unable to proceed, or elects not to proceed, with the Project because of litigation described in Section 4.3.1 above; and

4.3.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that the Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements or the EIS, as applicable, the case is dismissed, or the three-year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the SunCreek Specific Plan. Except as provided in this Section 5.7 below, this Agreement does not vest Developer's rights to pay development impact fees, exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The SunCreek Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page ____ of the Specific Plan.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety issue, in which case City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or Federal Law. Modification Because of Conflict with State or Federal Laws. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or Federal laws or regulations enacted after the Effective Date of

this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, the Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement and such Entitlements to comply with such federal or state law or regulation. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, related to Building Standards, in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. Except as otherwise provided in this Agreement and/or contemplated by the Finance Plan, exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall be the Exactions authorized on the Effective Date. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other impact fee, mitigation fee or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 13.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires or the date the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CCR Enforcement. City may impose a condition, as part of Subsequent Approvals for single family development, for the Developer to establish a mechanism acceptable to City to provide for CCR Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. If City elects to develop a City program for providing CCR Enforcement that includes the Specific Plan Area and to form a financing mechanism to fund the costs of such program, Developer shall retain the option, at its sole discretion, to elect to either include the Property for participation in City's CCR Enforcement Program or to provide such CCR Enforcement for the Property through a Homeowner Association, separate and apart from City's program. If Developer elects to provide its own CCR Enforcement through a Homeowners Association, so long as the Homeowner's Association provides adequate CCR Enforcement within the Property comparable to City's CCR Enforcement program, as confirmed by City in its reasonable discretion, City will exempt the Property from any special taxes or assessments otherwise levied by City to fund the costs of City's CCR Enforcement program.

6. Park and Neighborhood Green Obligations.

6.1 New Park and Neighborhood Green Dedication and Fee Obligation. Developer's obligation to dedicate land for new parks and neighborhood greens shall be satisfied by Developer's dedication of its share of the Park land and Neighborhood Greens provided by the Specific Plan, which share is set forth more specifically in **Exhibit 6.1** (the "Dedicated Lands"). City agrees and acknowledges that Developer's dedication of the Dedicated Lands, together with its commitment to pay the Land Equalization Fee, if any, described in Section 7.3.2 below, will satisfy the Developer's dedication requirements of Resolution No. 28-2005.

Prior to approval of the first small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of the first building permit therefor within the Project, the City, acting as the land use authority, and in consultation with CRPD, will use good faith efforts to adopt a Citywide New Park Development Fee and a Citywide Neighborhood Green Fee that will apply to all residential development within the Project (respectively, the "New Park Development Fee" and "Neighborhood Green Fee"); in the event that City does not adopt the New Park Development Fee or the Neighborhood Green Fee by such time, the Developer will pay a new park development impact fee (the "Interim Park Impact Fee") in the amount of Eight Thousand Four Hundred and Twenty Dollars (\$8,420) per Single Family EDU and a Neighborhood Green fee (the "Interim Neighborhood Green Fee") in the amount of One Thousand Two Hundred and Four Dollars (\$1,204) per Single Family EDU when each building permit for residential development is issued within the Project. Thereafter, the Developer shall pay the New Park Development Fee and the Neighborhood Green Fee after they are adopted for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the applicable Interim Park Impact Fee or Interim Neighborhood Green Fee. The New Park Development Fee will generally be used to develop the Parks, and shall not be used to develop the Neighborhood Greens.

The Interim Park Impact Fee and the Interim Neighborhood Green Fee will be adjusted on March 1, 2014 and annually thereafter no later than March 15th 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. For example, the March 2014 Neighborhood Green Fee shall be calculated by taking the January 2013 “mean” index and dividing by the January 2012 “mean” index and multiplying that result by \$1,204 (the 2013 Neighborhood Green Fee per residential unit).

6.2 Timing of Dedications of Parks. As of the Effective Date, City and CRPD have not determined which entity, City or CRPD, will design, own, operate and maintain the Parks and Neighborhood Greens. Those decisions will be made prior to approval of the first Tentative Map in each phase of the Specific Plan, and reflected in the conditions of approval for that Tentative Map and subsequent Tentative Maps and documents for that phase of the Specific Plan. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Lands, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Park, (ii) irrevocably offer for dedication to City or the CRPD that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a Neighborhood Green, and (iii) enter into park development agreements with the CRPD or City, as applicable, for the improvement of the lands that CRPD or City will be dedicated within such residential small lot final subdivision map. If and to the extent a park development agreement provides for the design and construction of any improvements included within the New Park Development Fee or Neighborhood Green Fee (or Interim Fees related thereto), then the park development agreement shall include provisions for fee credits and/or reimbursements from the applicable Fee. In particular recognition of the importance of the timing of Park and Neighborhood Green construction in relation to the build out of adjacent subdivisions, Developer agrees that for all park development agreements, whether between the City and the Developer or between the Developer and CRPD, Developer must obtain the City’s agreement to the terms regarding the timing of development of all Parks and Neighborhood Greens in the Project prior to the approval of the Tentative Map for each phase, which agreement shall not be unreasonably withheld. The amount of any such Fee credits and reimbursements shall be based on the amount budgeted by the applicable Fee program for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Developer to design and construct such creditable Park and/or Neighborhood Green improvements.

6.3 In-fill Park and Neighborhood Green Renovation and Acquisition Fee. Developer agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each single family dwelling unit and Seven Hundred Fifty Dollars (\$750) for each multifamily dwelling unit (the “Park Renovation Fee”). Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon City CPI Index. This fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain Parks, Neighborhood Greens or other open space in that portion of City identified in **Exhibit 6.3**. This payment is made voluntarily by

Developer. 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"), and the New Park Development Fee and Interim Park Impact Fee described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the New Park Development Fee or Interim Park Impact Fee as a result of paying the Park Renovation Fee required under this Section 6.3. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Park Renovation Fee, which termination shall not require an amendment of this Agreement. City may also elect to reduce or replace the Park Renovation Fee on a Citywide basis with a new park tax, special sales tax or other replacement funding mechanism, in which case the obligation to pay the Park Renovation Fee under this Section 6.3 shall be reduced or terminated, and be partially or fully replaced by such new Citywide funding mechanism, provided, however, that City may elect not to replace the Park Renovation Fee with the replacement funding mechanism if the Developer challenges or opposes the approval or implementation of the new Citywide funding mechanism.

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. As further set forth in the Conditions of Approval and Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more Mello-Roos Community Facilities Districts, pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities.

7.2 Maintenance Finance. As further set forth in the Finance Plan, prior to approval of a small lot final subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements associated with or needed to serve the Project as identified in the Finance Plan. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Finance Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Finance Plan shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby.

As more particularly described in the Finance Plan, the funding mechanisms for such maintenance may include, but are not limited to the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2013-3. The Property will be annexed into CFD No. 2013-3 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, (ii) street lights, landscape maintenance for frontage and medians, and (iii) all Parks, Neighborhood Greens, wetland buffers and park corridors which are not otherwise maintained by CRPD or the Wetland Buffer Maintenance CFD described in Section 7.2.5(b) below. The special tax to be levied thereby will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with City CCI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the

Project. The base year FY 2013/2014 Transit Related Services Tax shall be \$95.61 per low density residential unit, \$76.50 per medium density residential unit, \$57.37 per high density residential unit, \$2,451.76 per acre for retail and service commercial, and \$2,107.52 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.3. Annexation into Storm Drainage Maintenance CFD No. 2013-1.

The Property will be annexed into either CFD 2013-1 for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2014 and annually thereafter no later than July 15th, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services).

Prior to recordation of the first small lot final map or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD 2013-2 (Police Services) and cover Developer's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Participating Developer's Properties. City agrees that the 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 dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no small lot final subdivision maps, for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may, at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Developer 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 Developer would constitute an event of default under this Agreement. In the event of such a default by Developer, then in addition to all other remedies available to City, Developer shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax after the Developer's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

7.2.5. Additional Mello-Roos Maintenance CFDs.

In addition to the above maintenance and services districts, as more specifically described in the Finance Plan, except as may otherwise be deferred or waived by City, the following additional maintenance and services CFDs or similar financing mechanisms shall be formed prior to the recordation of the first small lot residential subdivision map or issuance of any building permit to fund the operations and maintenance of the public facilities:

(a) Park Maintenance CFD (to be formed by and/or in coordination with the CRPD, as decided by City in its sole discretion, to the extent permitted by law).

(b) Wetland Buffer Maintenance CFD or Assessment District. City will also consider in good faith for inclusion in this CFD the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the pending 404 permit for the development of the Project;

(c) Water and Drainage Studies CFD or Assessment District;

(d) Any other Citywide CFD or assessment districts City may seek to establish for maintenance of any facility or service consistent with the Financing Plan.

7.2.6 Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Finance Plan. Furthermore, if and to the extent a Homeowners Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof by the Homeowners Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations.

7.3 Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Infrastructure Fee (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Finance Plan, to equalize the burden to design and construct the Backbone Infrastructure required for development of the Project not otherwise funded by an existing fee program, or anticipated to be underfunded thereby (such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement), City will use good faith, diligent efforts to adopt and implement the SunCreek Special Finance District Fee (the "SFD Fee") described in the Finance Plan to finance the costs of these excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing properties within the Specific Plan. Developer agrees to support the adoption and implementation of the SFD Fee as described in the Finance Plan and to pay the SFD Fee as and when required by the development of the Property in accordance with the adopted SFD Fee. City agrees to use good faith diligent efforts to adopt the SFD Fee within one (1) year from the Effective Date.

7.3.2. Land Equalization Fee. As more particularly described and detailed in the Finance Plan, to fairly distribute among the Participating Developers the total cost and burden of dedicating land in the Specific Plan Area, City will use good faith, diligent efforts to adopt and implement the Land Equalization Fee Program (the "Land Equalization Fee") described in the Finance Plan (and as particularly set forth in Appendix E thereto). Developer agrees to support the adoption and implementation of the Land Equalization Fee as described in the Finance Plan and

Appendix E thereof and to pay the Land Equalization Fee as and when required by the development of the Property in accordance with the adopted Land Equalization Fee program. Developer also agrees to pay any adjustments to the Land Equalization Fee and/or refund any overpayments related thereto upon any adjustments of the land equalization tables, as more particularly provided by Appendix E of the Finance Plan. City agrees to use good faith diligent efforts to adopt the Land Equalization Fee within one (1) year from the Effective Date.

7.3.3 Reimbursable Planning and Environmental Costs. The owner ("Grantline") of the Specific Plan Property commonly referred to in the Specific Plan as the Grantline Property and outlined on **Exhibit 7.3.3** attached hereto ("Grantline Property") has shared in a portion, but not all, of the development and planning costs for the Specific Plan. Prior to acceptance of Grantline's first tentative subdivision map application for the Grantline Property, City agrees to obtain from Grantline, and Grantline shall provide, reasonable documentation to City that Grantline has satisfied its payment obligations to the Participating Developers under its Agreement with the other Participating Developers.

7.3.4. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Developer shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Developer who installs frontage improvements located on the Property prior to Developer's development of the Property, in accordance with the provisions of Appendix D of the Finance Plan. The required roadway frontage improvements to be installed by Developer shall be identified by Developer and approved by City in connection with City's approval of the Developer's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Developer shall enter into a subdivision improvement agreement that includes, but is not limited to, all roadway frontage improvements that Developer will construct, or will reimburse a Participating Developer for previously constructing, and are assigned and required by the Tentative Map Phasing Plan related thereto. As more particularly described in Appendix D to the Finance Plan, "Proposed Reimbursement of Required Off-Site Roadway Frontage Improvements," for any and all off-site roadway frontage improvements within the Specific Plan required to be installed by Developer, City will enter into a reimbursement agreement with Developer to provide for reimbursement from the other benefitting developer(s)

(ii) Credits and Reimbursements from Existing Fee Programs. Developer shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Developer to construct any public improvements or facilities that are funded by existing fee programs in accordance with the terms of such existing fee programs.

(iii) Credits and Reimbursements from SFD Fee Program. Developer shall be entitled to fee credits against and/or fee reimbursements from the SFD Fee for any costs to be incurred by Developer to design and/or construct any public improvements or facilities that are funded by the SFD Fee Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Fee Program to be adopted by City consistent with the Finance Plan and Appendix E thereof.

7.3.5 Monitoring and Enforcement of Specific Plan Fee Obligations. As more particularly provided in the Finance Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Finance Plan, Developer shall, when submitting an application for a large lot or small lot tentative subdivision

map for the Property (a "Tentative Map"), include the entire Property in the Tentative Map and include a phasing plan (the "Tentative Map Phasing Plan") to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith. Since the Property is currently planned for public uses that do not contemplate the processing of a Tentative Map, Developer hereby acknowledges and agrees that, in accordance with this Agreement and the Finance Plan, prior to or upon any sale or transfer of the Property, or any portion thereof, to a public or quasi-public entity, including without limitation any sale or transfer to a school district, Developer shall be obligated to pay to City any and all fees and reimbursements allocable to the Property pursuant to the Finance Plan that would otherwise be paid in accordance with a Tentative Map Phasing Plan, including without limitation the SFD Fee, Land Equalization Fee for other public lands, and any frontage road reimbursement allocable to the Property.

7.4 Transportation Set-Aside Fee. As more particularly described in the Finance Plan and Appendix C thereof, City and Developer agree that an initial amount of Nine Thousand Dollars (\$9,000) of City Transportation Development Impact Fee for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) will be set aside to establish a dedicated revenue source to help fund certain core backbone road improvements identified in Appendix C of the Finance Plan; as provided in Appendix C of the Finance Plan, the set-aside shall not apply to non-residential uses. The Finance Plan and Appendix C thereof detail the requirements and administration of this set-aside from the TDIF. Developer and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Developer within or off-site of the Specific Plan shall be subject to and administered in accordance with the TDIF set-aside provisions of the Finance Plan and Appendix C thereof. City further acknowledges that the administration and maintenance of this set-aside of the TDIF will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or an alternative approved by City has been secured.

7.5 County Reciprocal Funding Agreement. City shall enter into good faith negotiations with the County of Sacramento ("County") to enter into a reciprocal funding agreement between City and the County to address impacts of developing the Specific Plan on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. The Developer agrees to comply with the terms of and pay its share of any fees under the Reciprocal Funding Agreement, provided that those fees are allocated among new development in the City on a fair share basis.

8. Affordable Housing. Developer shall comply with all terms, conditions and requirements under the Affordable Housing Plan applicable to the Property. Any failure by Developer to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this Agreement, subject to default under Section 13. City acknowledges that Developer's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Developer's obligations to provide affordable housing or inclusionary housing or other such fee or exaction related thereto associated with development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Developer to build any Specific Plan Backbone Improvement(s) within any portion of the Property in connection with the development of the other Participating Developer's property, Developer shall grant irrevocable

dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Improvements. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Improvements, which shall be assignable to any Participating Developer who intends to construct such Backbone Improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

10. Participation in the South Sacramento Habitat Conservation Plan. City and Developer recognize that mitigating impacts on protected natural resources through a coordinated regional approach may provide a variety of biological and economic benefits. City has actively participated in the preparation of the South Sacramento Habitat Conservation Plan ("SSHCP") in order to provide such a solution for public improvement projects and private development within the City. Assuming City and the other SSHCP local agency partners are successful in completing the SSHCP, if the Developer chooses to seek permits which rely upon the SSHCP, Developer shall pay City a per acre fee based upon the methodology established by City to defray the costs of City to participate in the development of the SSHCP, to the extent such costs are not otherwise included in the SSHCP. For purposes of this section, "permits" refers to regulatory permits required to meet the requirements of the Federal Endangered Species Act, the California Endangered Species Act, and/or the Federal Clean Water Act.

11. Amendment or Cancellation.

11.1 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision as defined in the Specific Plan shall require amendment of this Agreement. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement.

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

11.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 11.3 shall not in any way be construed to terminate or

modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

11.4 Termination upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Sections 6 and 7.3 hereinabove to pay any Park Fees (including Interim Park Fees and Park Renovation Fees) SFD Fees, Land Equalization Fees, planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or nonresidential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

12. Annual Review.

12.1 Annual Review. City reserves the right to annually monitor and review Developer's good faith compliance with the terms of this Agreement and the Entitlements.

12.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

12.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

12.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

12.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice by e-mail to Developer or other then-available means of electronic technology.

12.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

12.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement.

12.8 Appeal of Determination. The decision of the City Council as to Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the Council must be commenced within thirty (30) days of the final decision of the City Council, or the Developer forfeits the right to seek judicial review.

13. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 14. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Developer, and that unless and until the Developer elects to develop any portion of the Property, the only obligations of the Developer hereunder shall be to dedicate public rights or way and lands and grant temporary construction easements as, if and when required pursuant to Section 9 above, and to advance its share of the cost to implement the Land Equalization Fee Program if and when required pursuant to Section 7.3.2 above.

14. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 13, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 12, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 24, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1 Procedure Regarding Defaults.

14.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 14.

14.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty- (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 14.1.2.

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

14.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 14.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or terminate this Development Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement. In no event, except as provided in Sections 18, 21 and 22 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Development Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the

requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

16. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived will have the option to terminate this entire Agreement upon written notice to the other Party.

17. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

18. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either Party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

20. Bankruptcy. The obligations of this Development Agreement are not dischargeable in bankruptcy.

21. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any

improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

22. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Development Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

22.1. The Parties agree to cooperate in defending against the action or proceeding;

22.2. The Developer is solely responsible for its own costs and any costs incurred by City for such defense;

22.3. Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

22.4. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

22.5. The provisions of this Section 21 shall survive the termination of this Development Agreement.

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

24. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address

City, State, Zip
 Fax:
 E-mail:

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

25. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Developer has paid City any and all fees or amounts due to City arising out of this Agreement, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) upon the receipt by City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Planning Director upon the request of Developer) and City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit C**, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

26. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

27. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

28. Form of Agreement; Recordation; Exhibits. City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the Term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

29. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 33-2010 adopted by the Council of the City on the ____ day of _____, 2013, and has caused this Agreement to be executed.

"CITY"

"DEVELOPER"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

By: _____

Name: CHRIS N. VRAME

By: _____

Name: MURRY M. SMITH, JR.

(Signatures continued next page)

By: _____
Name: CAROL J. SMITH

By: _____
Name: TRACY L. SMITH

By: _____
Name: M. CAMPBELL SMITH

By: _____
Name: JAMES N. SMITH

By: _____
Name: STEVEN G. DUNMORE, Successor
Trustee of the Dunmore Family Trust Dated
February 24, 1977, as amended

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Map of the Property
Exhibit B:	SunCreek Specific Plan area (SunCreek Project)
Exhibit 6.1:	Map of Park and Neighborhood Green Land Dedications within Property
Exhibit 6.3:	Map of City Renovation Area
Exhibit C:	Form of Assignment
Exhibit 7.3.3	Map Outlining Grantline 220 Property

2194019.6

Order No. 404-7854
AMEND
Version 5

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL 1:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREINAFTER SITUATE THEREIN AND THEREUNDER LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE IT SURFACE, AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 06, 1955, IN BOOK 2869, PAGE 494, OFFICIAL RECORDS, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION. THE SURFACE RIGHTS OF WHICH HAVE BEEN QUITCLAIMED BY A DEED RECORDED IN BOOK 861231, PAGE 9800, OFFICIAL RECORDS, EXECUTED BY NATOMAS ENERGY COMPANY TO MORRIS MOORE AND MARY L. MOORE.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 AND OVER THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, OVER THE SOUTH 30.00 FEET OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

A.P.N. 067-0100-018

Exhibit A-2
Map of Property

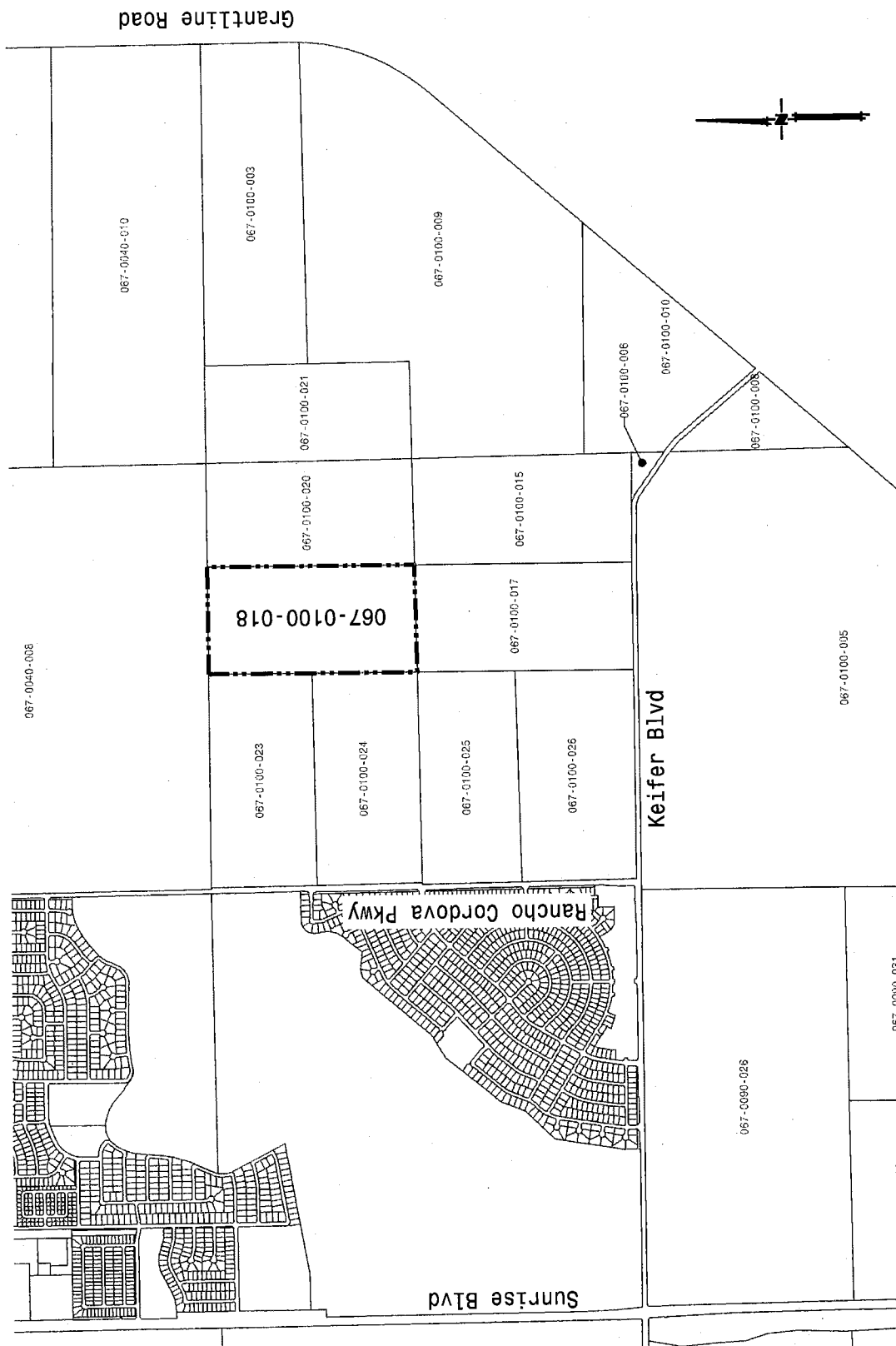


Exhibit A-2

EXHIBIT B

SUNCREEK SPECIFIC PLAN AREA

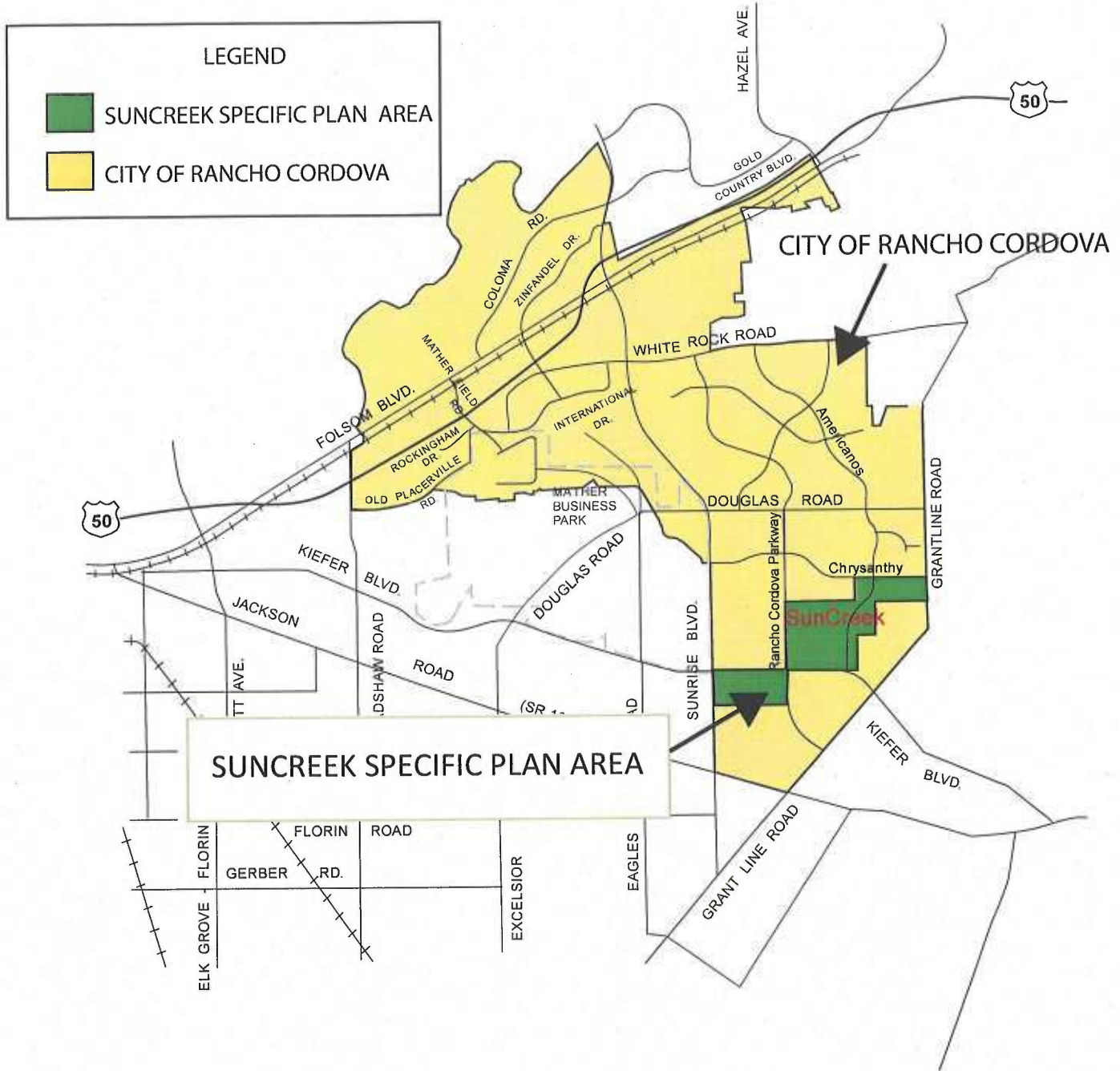


Exhibit 6.1

Map of Park and Neighborhood Green Land Dedications

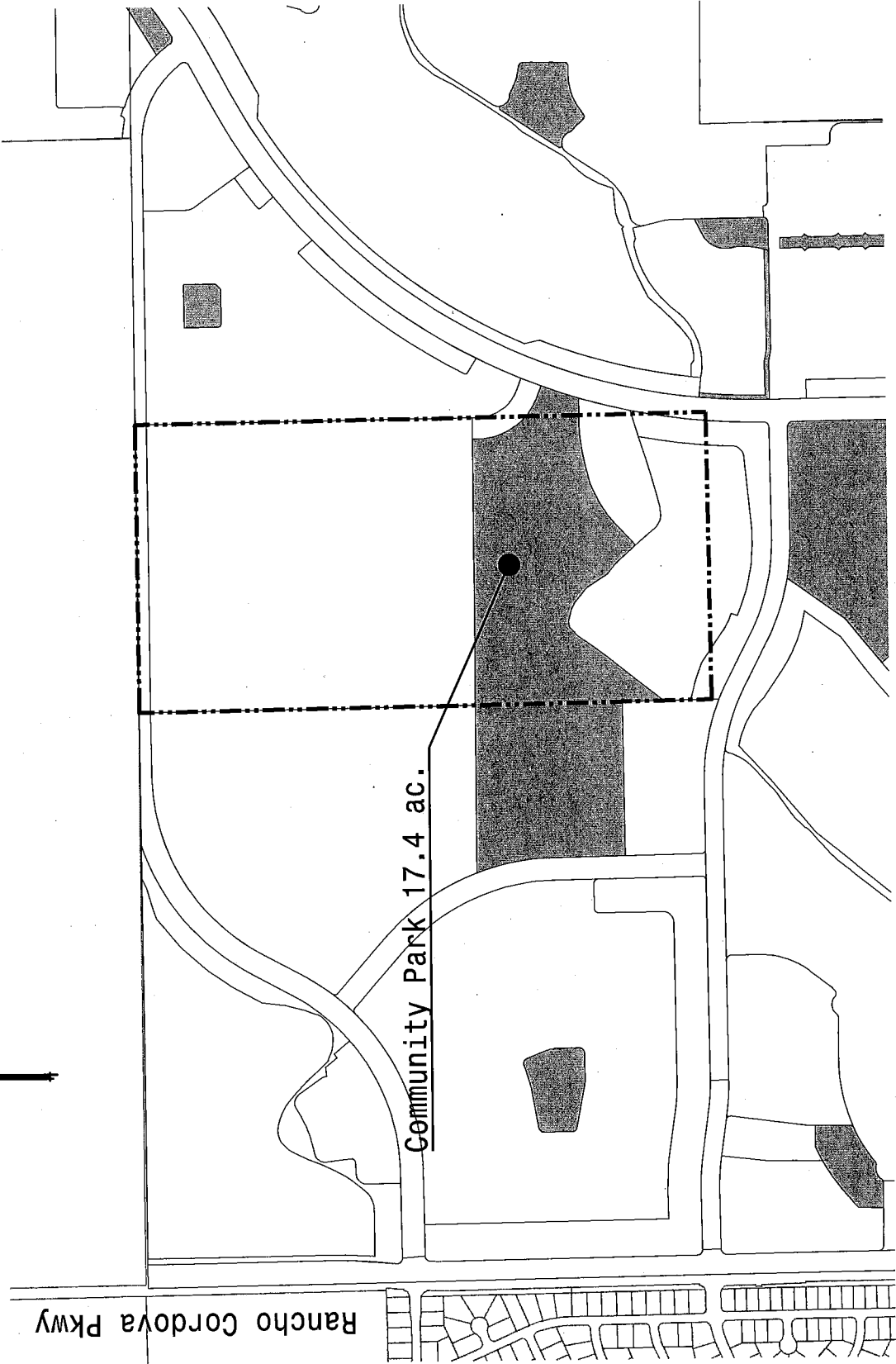
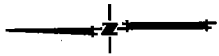


Exhibit 6.1



EXHIBIT C

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Rancho Cordova

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO SUNCREEK PROJECT
(Parcel(s) ____ of the _____ Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 201__, by and between _____, a _____ (hereinafter "Assignor"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On _____, 2013, the City of Rancho Cordova and entered into that certain agreement entitled "Development Agreement By and Between the City of Rancho Cordova and _____ Relative to the SunCreek Project (hereinafter the "Development Agreement")." Pursuant to the Development Agreement, Assignor agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 201__, as Instrument No. 201__-____.

Assignor intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and

described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

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

ASSIGNMENT AND ASSUMPTION

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

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

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, and so long as Assignor has paid City any and all fees or amounts due to City arising out of the Development Agreement, the processing of the Entitlements, and the development of the Assigned Parcel, Assignee shall become substituted for and as the "Developer" under the Development Agreement with respect to the Assigned Parcel, and Assignor shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

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

The Notice Address described in Section 20 of the Development Agreement with respect to the Assigned Parcel shall be:

Attn: _____

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

ASSIGNOR:

ASSIGNEE:

a _____

a _____

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

2196334.1

CONFIRMATION OF PAYMENT OF OUTSTANDING FEES RELATED TO DEVELOPMENT OF ASSIGNED PARCEL

Upon request of _____, the Developer of the Assigned Parcel described herein, and based on the review of the City's files related to the development of the Assigned Parcel and the obligations allocable thereto, the undersigned, as the City Planning Director or designated representative thereof, hereby confirms that the Developer appears to have paid to the City any and all fees or amounts allocable to the Assigned Parcel and due to the City under or arising out of the Development Agreement, the processing of the Entitlements, and/or the development of the Assigned Parcel. This confirmation may be relied upon by Assignor to relieve Assignor of any continuing obligation as Developer with respect to the Assigned Parcel upon this Assignment becoming effective; provided, however, in the event of any mistake or error by the City in making this determination, the City shall not be prohibited or limited hereby from enforcing the obligation to pay any such fees or amounts allocable to the Assigned Parcel subsequently determined to be due with respect thereto.

By: _____
Title: _____

Exhibit 7.3.3
Map Outlining
Grantline 220 Property

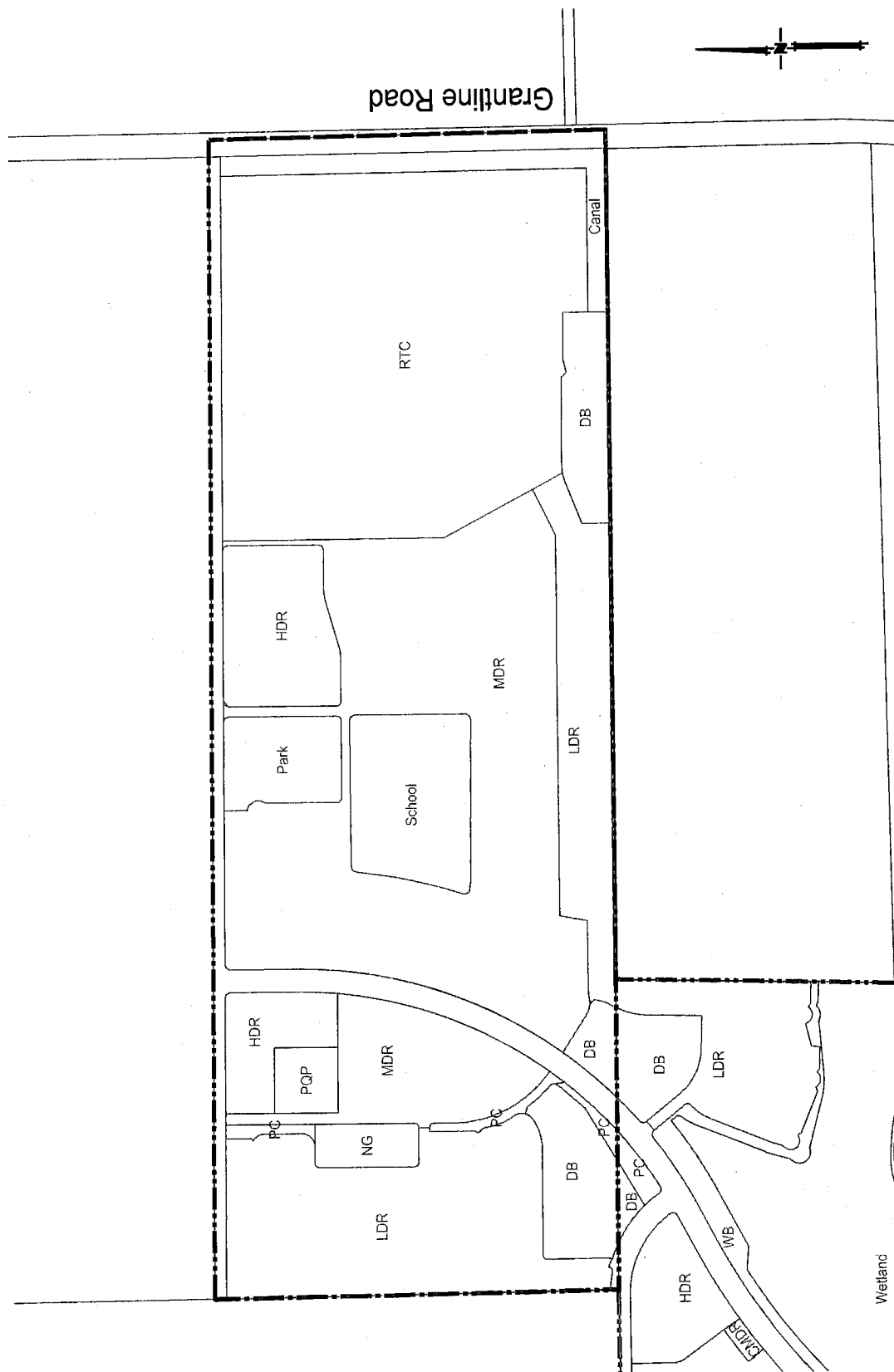


Exhibit 7.3.3

ATTACHMENT 5

CITY OF RANCHO CORDOVA

RESOLUTION NO. 129-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AFFORDABLE
HOUSING PLANS WITH ALL LANDOWNERS OWNING PROPERTY WITHIN
THE SUNCREEK SPECIFIC PLAN**

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that “Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan for the project for City review and approval that identifies the project’s plan for providing affordable housing.” (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City’s undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (“AHP”) which “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement”; and

WHEREAS, the Housing Element also states that “[in] order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...”; and

WHEREAS, AHPs will contain two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, as a new large-scale development of undeveloped area, developers within the SunCreek Specific Plan are required to prepare Affordable Housing Plans for the Specific Plan area; and

WHEREAS, the SunCreek Specific Plan Project (“Specific Plan”) is a plan for a mixed-use development with a combination of employment-generating uses, retail, and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the City. The Specific Plan includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

WHEREAS, the property within the SunCreek Specific Plan is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”); and

ATTACHMENT 5

WHEREAS, the Specific Plan's purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City's jobs housing balance; and

WHEREAS, the SunCreek Specific Plan was presented to the City Council on November 18, 2013 through the introduction of Ordinance 41-2013. Development Agreements for the projects within the Specific Plan have also been presented for Council's consideration on November 18, 2013 through the introduction of Ordinance 42-2013; and

WHEREAS, the attached SunCreek Affordable Housing Plans identify very low, low-, moderate-, and above moderate-income housing, and provide both affordable housing in-lieu fees and land dedication in order to comply with Housing Element requirements; and

WHEREAS, the attached Affordable Housing Plan Agreements will satisfy the following affordable housing requirements for the Specific Plan:

1. Designation of 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA";
2. Dedication to the City of three (3) sites, totaling 6.7 acres of net buildable property for the construction of affordable housing projects;
3. Granting the City an option to purchase one additional 2.5-acre high density site within the SunCreek Specific Plan; and
4. Payment of an Affordable Housing In-Lieu Fee of \$1,460 per market rate unit.

WHEREAS, the attached Affordable Housing Plan Agreements shall be binding on Landowners and on any and all of Landowners' successors and assigns developing property within the SunCreek Specific Plan area. The Affordable Housing Plan Agreements and the requirements therein shall run with the property and remain in place until amended by mutual consent of the City and individual Landowners or terminated by the City in its sole discretion.

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

Section 1. RECITALS

The foregoing recitals are true and correct and made a part of this Resolution.

Section 2. GENERAL PLAN CONSISTENCY

A. The attached Affordable Housing Plan Agreements (**Exhibits 5A-5F**) are consistent with Rancho Cordova Housing Element Policy H.1.5, which requires "Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) [to] prepare an Affordable Housing Plan for the project for City review and approval that identifies the project's plan for providing affordable housing"; and

B. The SunCreek Specific Plan and the attached Affordable Housing Plan Agreements (**Exhibits 5A-5F**) are consistent the Housing Element Action H.1.2.1, which

ATTACHMENT 5

requires that residential development projects of 100 gross acres or more include a minimum of 5 percent of the total project residential developable acreage (net) for residential uses of 30 units per acre or higher, and 5 percent for residential uses of 10 units per acre or higher. The SunCreek Specific Plan meets both requirements; the Specific Plan contains 588.8 total residential gross acres, of which 44.2 are designated for residential uses of 30 units per acre or higher and 53.5 designated for 12.1 to 18 units per acre. The attached Affordable Housing Plan Agreements require Landowners to designate certain portions of their property "High Density Residential," which supports 30 dwelling units per acre or higher; and

C. The land designations required under the attached Affordable Housing Plan Agreements (**Exhibits 5A-5F**) are consistent with the SunCreek Specific Plan. These designations are also consistent with the General Plan as described in Appendix X of the SunCreek Specific Plan, "Analysis of Project Consistency with City Policies."

Section 3. APPROVAL OF AFFORDABLE HOUSING PLAN AGREEMENTS

The City Council approves the attached Affordable Housing Plan Agreements between the City and Landowners covering all Projects within the SunCreek Specific Plan (**Exhibits 5A-5F**), in a form approved by the City Attorney, and authorizes the City Manager to execute the Affordable Housing Plan Agreements. The attached Affordable Housing Plan Agreements are as follows:

i. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and LENNAR SIERRA SUNRISE, LLC;

ii. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG;

iii. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company;

iv. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003;

ATTACHMENT 5

v. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and SHALAKO INVESTORS, a California limited partnership; and

vi. Affordable Housing Plan Agreement for the SunCreek Specific Plan by and between the CITY OF RANCHO CORDOVA and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended.

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

2181225.7

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
CALLAHAN SUN CREEK, LLC, ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living Trust,
ALICE M. CALLAHAN, Trustee of the Alice M. Callahan
Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M.
Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT,
HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the
John J. Young Revocable Trust established June 20, 2012,
REBECCA T. YOUNG, Trustee of the Young Family Trust, and
KATHRYN BLANKENBURG**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and CALLAHAN SUN CREEK, LLC, a California limited liability company, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Revocable Living Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Irrevocable Trust, ALICE M. CALLAHAN, Trustee of the Alice M. Callahan Grandchildren's Irrevocable Trust, MARK CLEWETT, HEATHER CLEWETT, JOHN J. YOUNG, Trustee of the John J. Young Revocable Trust established June 20, 2012, REBECCA T. YOUNG, Trustee of the Young Family Trust, and KATHRYN BLANKENBURG ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in **Exhibit 1-A** and **Exhibit 1-B** attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a

AHP FOR SUNCREEK SPECIFIC PLAN
DEVELOPER CALLAHAN

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AGENDA ITEM 14.1

priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that “Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing.” (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City’s undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement”; and

WHEREAS, the Housing Element also states that “[in] order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...”; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer’s obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City’s Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 160.4-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit-1** and **Exhibit 1-B**. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA." Developer is required to designate 11.8 acres of "High Density Residential – RHNA" within the Property, as shown in **Exhibit 2**, as their share of SunCreek Specific Plan's 44.2 acres requirement. Developer shall commit to development of these lands at a minimum density of 26 dwellings per acre.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2)

the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT: 11.8 ACRES

Developer is required to designate 11.8 acres of RD-40 designated land described as "High Density Residential – RHNA," within the Property as shown in **Exhibit 2**. Further, Developer acknowledges and accepts that development upon the 11.8 acre High Density Residential – RHNA site must be at a density of not less than 26 dwellings per acre unless the City, at its sole discretion, reduces this minimum density requirement.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: (exclusively on-site):

Developer is not required to dedicate any of its Property to the City under this AHP. Landowners shall dedicate to City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowner(s) of the property to be dedicated under this Section at the time such Landowner(s) apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a "Land Equalization Fee" in order to compensate dedicating Landowners for their share of the dedications.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. Developer and Landowners have agreed to have non-dedicating Landowners, such as Developer, pay their fair share of the fair market value of the dedicated sites through a Land Equalization Fee as described in Section III(B) and in the SunCreek Specific Plan Finance Plan.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

D. OPTION TO PURCHASE ADDITIONAL SITE:

Developer shall grant the City an option to purchase one (1) 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire one (1) year after the approval of the Housing Element update in 2021. Five (5) years from entering into an Affordable Housing Plan with Developer, which shall be subject to the option to purchase, Developer may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

This option shall be entered into by the City and the Developer within 90 days of the City's approval of the SunCreek Specific Plan.

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.
- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built, homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax :
E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the

project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of [REDACTED] pages and [REDACTED] exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. [REDACTED]-2013, adopted by the Council of the City on this [REDACTED] day of [REDACTED] 2013, and Developer has caused this AHP to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

"DEVELOPER"

CALLAHAN SUN CREEK, LLC
a California limited liability company

By: KAMILOS HOLDINGS II, LLC,
a California limited liability company,

Its: Manager Member

By: _____

Gerry N. Kamilos
Its Manager

(Signatures continued next page)

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Revocable Living
Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Irrevocable Trust

By: _____

Name: ALICE M. CALLAHAN, Trustee
of the Alice M. Callahan Grandchildren's
Irrevocable Trust

By: _____

Name: MARK CLEWETT, an individual

By: _____

Name: HEATHER CLEWETT, an individual

By: _____

Name: JOHN J. YOUNG, Trustee
of the John J. Young Revocable Trust,
established June 20, 2012

By: _____

Name: REBECCA T. YOUNG, Trustee
of the Young Family Trust

By: _____

Name: KATHRYN BLANKENBURG, an
individual

(Signatures continued next page)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193024.13

EXHIBIT 1-A

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The North 80.00 acres of the Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas, and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2869 of Official Records, Page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouses, Inc., a Corporation.

Also described as Parcel 1 on that certain Certificate of Compliance recorded January 28, 1993, in Book 930128, Page 638, Official Records.

Apn: 067-0100-023

Parcel 1:

The Northwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Northwest one-quarter of Section 21.

Also excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate, therein and thereunder located 100 feet or more below surface of said property and the right to take away and dispose of the same, but without entering said real property upon or above its surface, as reserved in Deed dated June 20, 1955, recorded July 6, 1955, in Book 2669 of official Records, page 494, executed by Natomas Company, a California Corporation, to Bargain Bill's Furniture Warehouse, Inc., a Corporation, also known as Parcel 2 on that certain Certificate of Compliance recorded January 28, 1993, Book 930128, Page 638, Official Records.

Parcel 2:

Together with an easement for road and utility purposes over the North 30.00 feet of the Southwest one-quarter of said Section 21. this is a non exclusive easement.

Apn: 067-0100-024

EXHIBIT 1-B

Map of Property

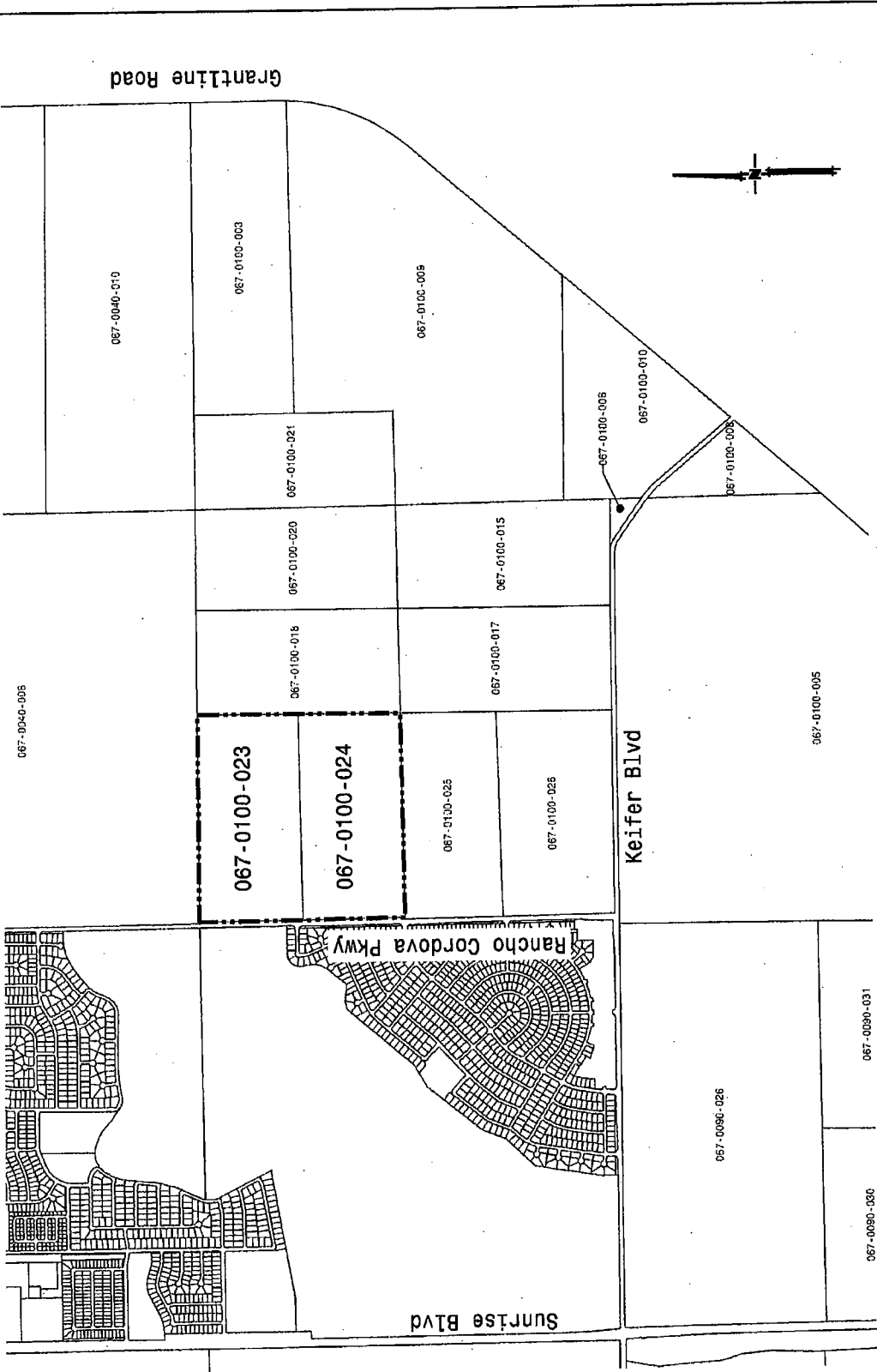
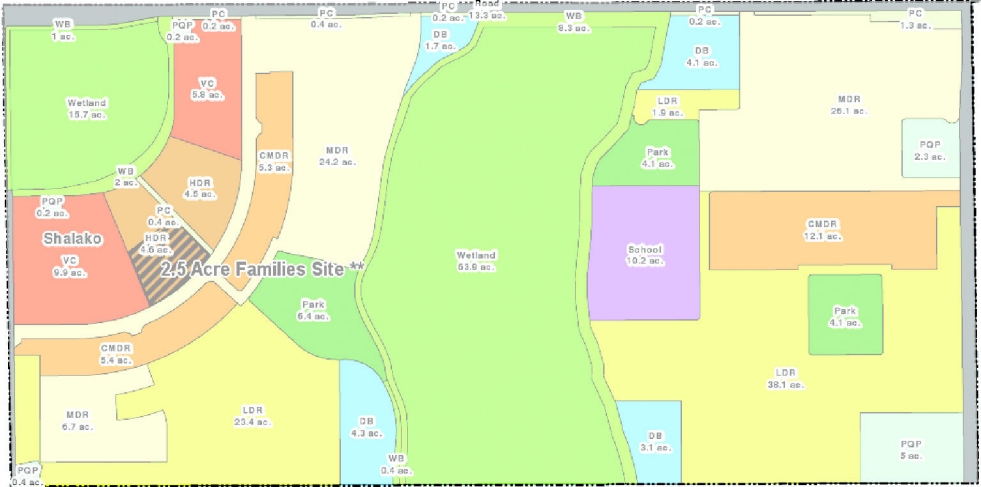
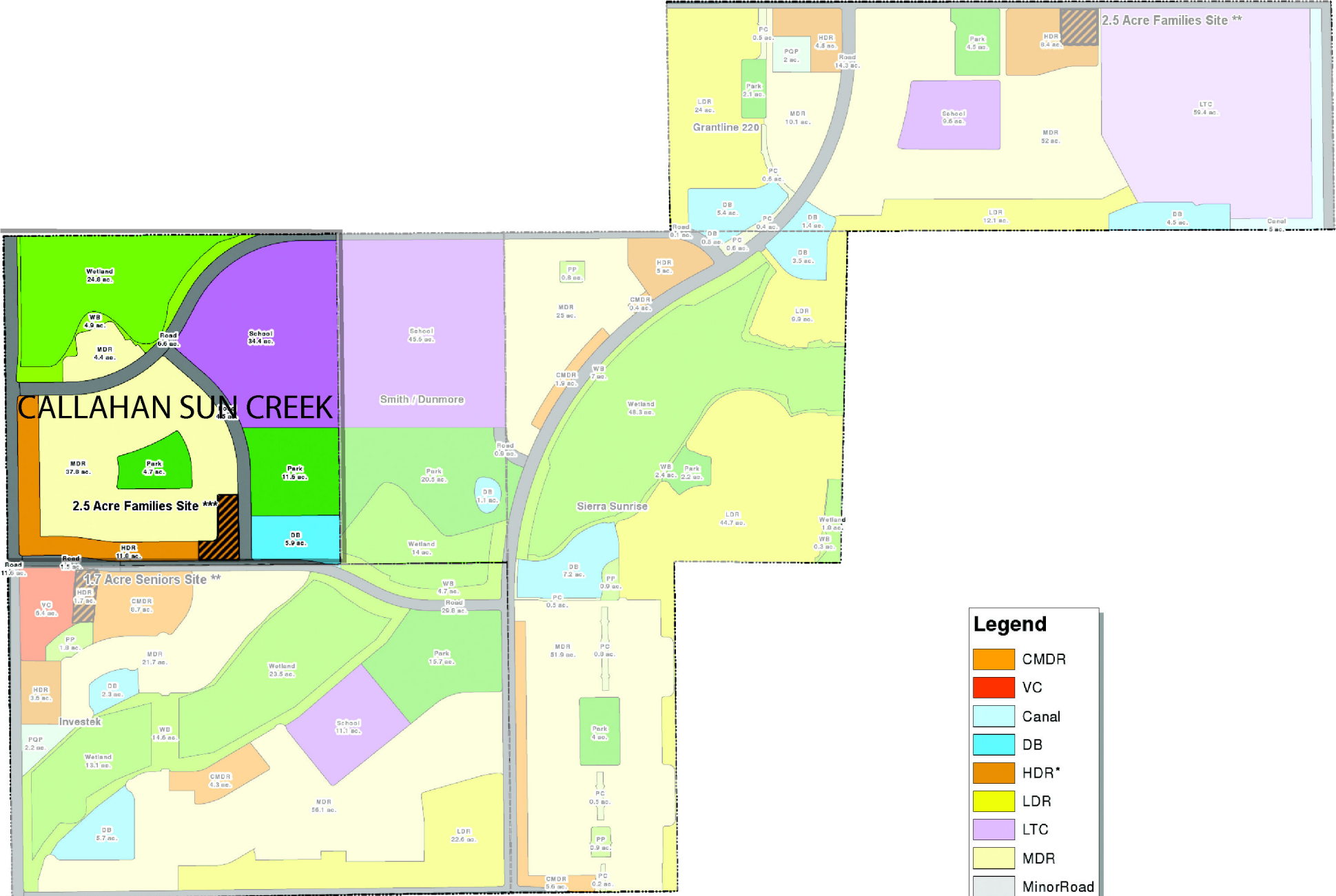


EXHIBIT 1-B

EXHIBIT 2

LAND USE	Callahan Sun Creek
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	0
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	44.9
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	11.8
VILLAGE CENTER (VC)	0
REGIONAL TOWN CENTER (RTC)	0
PUBLIC/QUASI_PUBLIC	0
NEIGHBORHOOD GREEN	2
NEIGHBORHOOD PARK	0
COMMUNITY PARK	11.3
PARK CORRIDORS	0
PRESERVE BUFFER	4.9
DETENTION BASIN	6.2
STORM WATER CANAL	0
WETLAND PRESERVE	24.8
SCHOOL	34.4
MAJOR ROADS	20.1
TOTALS	160.4



* RHNA & Dedicated Land

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.

*** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. ***Required Dedications.*** Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a “Land Equalization Fee” in order to compensate dedicating Landowners for their share of the dedications. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. Timing of Dedications. The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District.

At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP. The requirement to grant the city with an option is located in Section III(D) of this AHP.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND**

**ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A.
GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The
Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated
June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN,
as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under
agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE
TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and
NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003
Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H.
TREVOR and NATHALIE TREVOR, as Trustees of The Amy Irene
Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003,
and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The
William Randolph Trevor 2003 Irrevocable Trust under agreement
dated June 12, 2003**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and ROBERT A. GILMARTIN, BARBARA A. GILMARTIN, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Heather C. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, ROBERT A. GILMARTIN and BARBARA A. GILMARTIN, as Trustees of The Shannon K. Gilmartin 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The James Henry Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The Michael Gregory Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, WILLIAM H. TREVOR and NATHALIE

TREVOR, as Trustees of The Amy Irene Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003, and WILLIAM H. TREVOR and NATHALIE TREVOR, as Trustees of The William Randolph Trevor 2003 Irrevocable Trust under agreement dated June 12, 2003 ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in **Exhibit 1-A** and **Exhibit 1-B** attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that "Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing." (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which "shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement"; and

WHEREAS, the Housing Element also states that "[in] order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans..."; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer’s obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City’s Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 240.2-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit 1-A** and **Exhibit 1-B**. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” Developer is required to designate 5.4 acres of “High Density Residential – RHNA” within the Property, as shown in **Exhibit 2**, as their share of SunCreek Specific Plan’s 44.2 acres requirement. Developer shall commit to development of these lands at a minimum density of 26 dwellings per acre.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho

Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT: 5.4 ACRES

Developer is required to designate 5.4 acres of RD-40 designated land described as "High Density Residential – RHNA," within the Property as shown in **Exhibit 2**. Further, Developer acknowledges and accepts that development upon the 5.4 acres High Density Residential – RHNA site must be at a density of not less than 26 dwellings per acre unless the City, at its sole discretion, reduces this minimum density requirement.

**B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 1.7 ACRES
(exclusively on-site):**

1. *Required Dedications.* Developer shall dedicate to the City one (1) site as shown in **Exhibit 2** for the construction of affordable housing projects. The following guidelines and obligations shall apply to the property being dedicated by Developer. Additional requirements are described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for family occupancy)

- Parcel shall be rough graded with all utilities in contiguous streets.
- Parcel shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Developer.
- Parcel shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Developer is required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. *Timing of Dedications.* The parcel being dedicated under this Section is within a Center District of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the one (1) parcel under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Developer shall identify the parcel being dedicated under this AHP in Developer's integrated plan for the Center District containing the parcel being dedicated.

At the time of approval for any land division or Tentative Map dividing the land within the Overlay District containing the housing site to be dedicated to the City, and before any development occurs within such Overlay District, the parcel, as described in **Exhibit 2**, shall be depicted and an Irrevocable Offer of Dedication for such parcel shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcel being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains the housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Developer shall transfer the parcel improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.
- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built, homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other

party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax :
E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in

the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of [REDACTED] pages and [REDACTED] exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. [REDACTED]-2013, adopted by the Council of the City on this [REDACTED] day of [REDACTED] 2013, and Developer has caused this AHP to be executed.

"CITY"

"DEVELOPER"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Ted A. Gaebler
Its: City Manager
Date: _____

By: _____
Name: ROBERT A. GILMARTIN

By: _____
Name: BARBARA A. GILMARTIN

By: _____
Name: ROBERT A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____
Name: BARBARA A. GILMARTIN, as Trustee of
The Heather C. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

(Signatures continued next page)

By: _____

Name: ROBERT A. GILMARTIN, as Trustee of
The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: BARBARA A. GILMARTIN, as Trustee
of The Shannon K. Gilmartin 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: NATHALIE TREVOR, as Trustee of
The James Henry Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Michael Gregory Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

(Signatures continued next page)

By: _____

Name: NATHALIE TREVOR, as Trustee of
The Amy Irene Trevor 2003 Irrevocable Trust
under agreement dated June 12, 2003

By: _____

Name: WILLIAM H. TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

By: _____

Name: NATHALIE TREVOR, as Trustee of
The William Randolph Trevor 2003 Irrevocable
Trust under agreement dated June 12, 2003

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193029.13

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

EXHIBIT 1-A

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

The West one-half of the Southeast one-quarter of Section 21, Township 8 North, Range 7 East, M.D.B. & M.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955 in book 2869 of Official Records, page 494, executed by Natomas Company, a California corporation to Bargain Bill's Furniture Warehouse, Inc., a California corporation.

PARCEL TWO:

The North 80.00 acres of the Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at anytime hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494, executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

PARCEL THREE:

The Southwest one-quarter of Section 21, Township 8 North, Range 7 East, Mount Diablo Meridian, in the County of Sacramento, State of California.

Excepting therefrom the North 80.00 acres of said Southwest one-quarter of Section 21.

Excepting therefrom an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein, or thereunder located 100 feet or more below the surface of said property and the right to take away and dispose of the same without entering said real property upon or above its surface as reserved in deed dated June 20, 1955, recorded July 6, 1955, in book 2869 of Official Records, Page 494,

APN: 067-0100-017-0000
067-0100-025-0000
067-0100-026-0000

(continued)

executed by Natomas Company, a California corporation, to Bargain Bills Furniture Warehouse Inc., a California corporation, as further described as Parcel 3 of that certain Certificate of Compliance recorded January 28, 1993 in Book 9301-28, Page 638, Official Records.

Apn: 067-0100-017-0000 (affects Parcel One)
067-0100-025-0000 (affects Parcel Two)
067-0100-026-0000 (affects Parcel Three)

NM

24474-00099\Manage\4414576.1

EXHIBIT 1-B

Map of Property

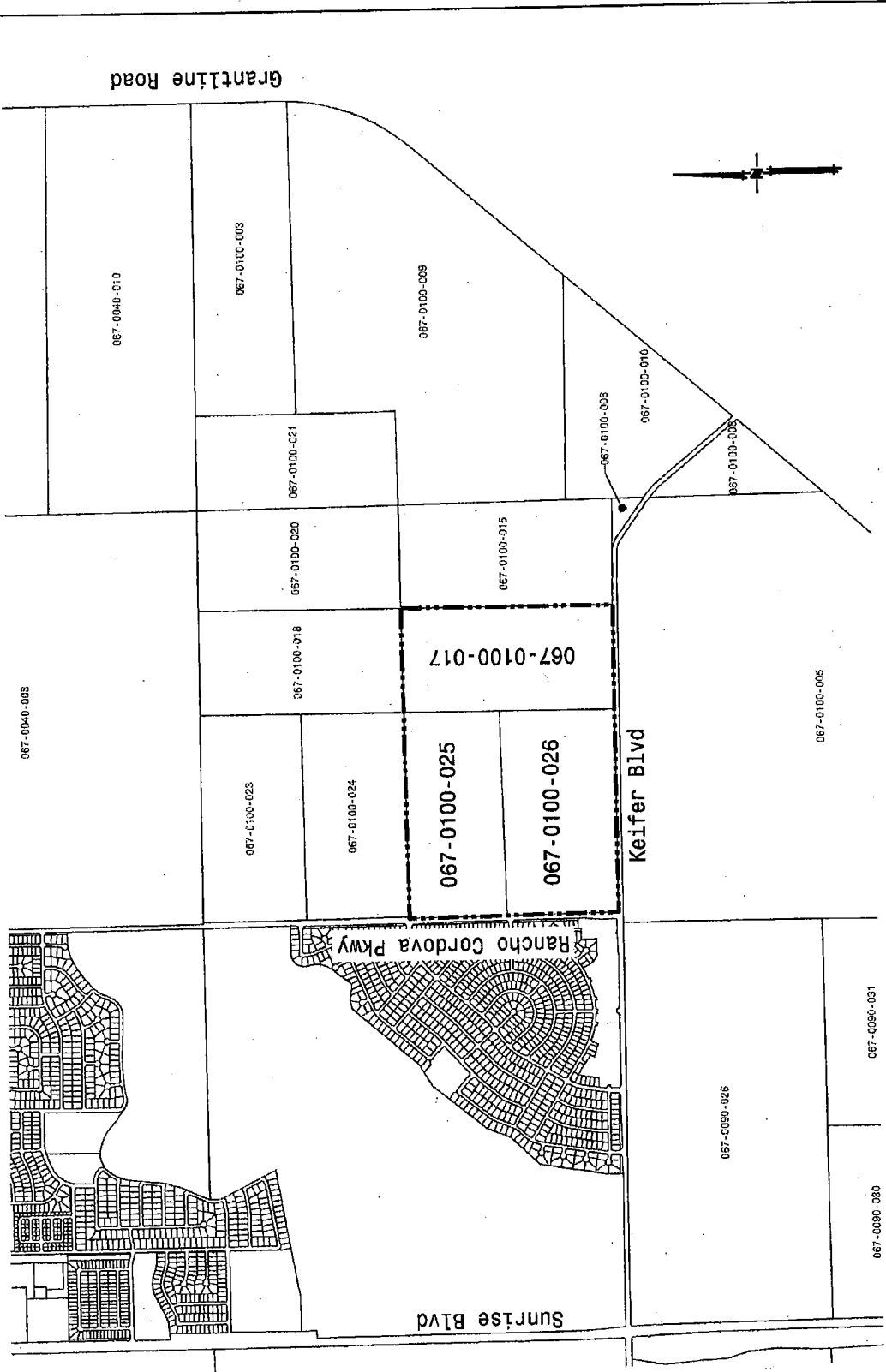
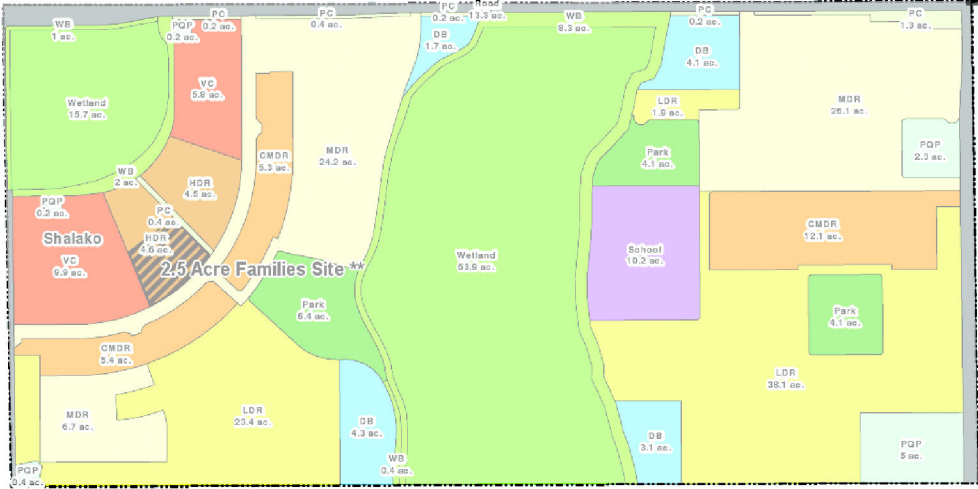
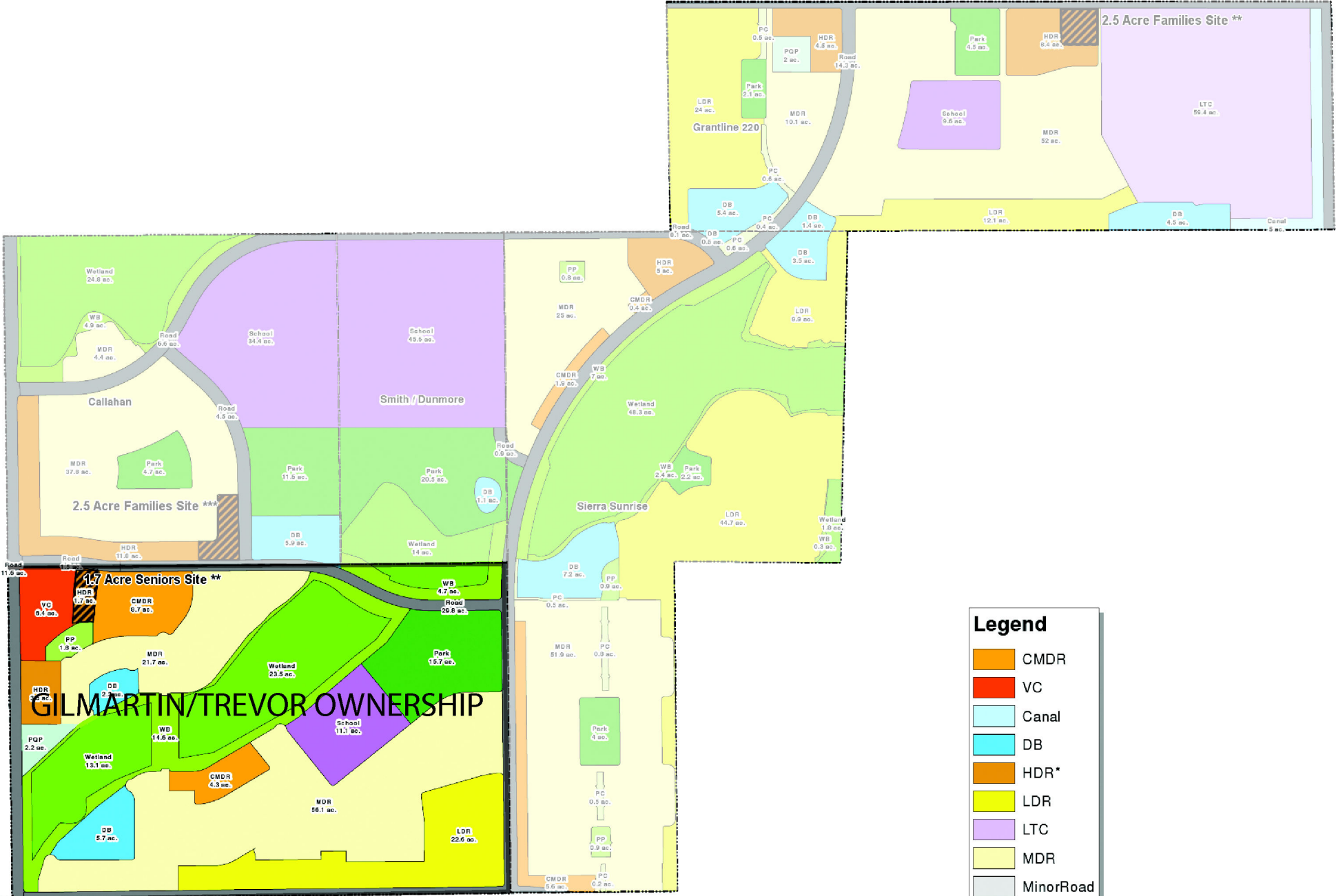


EXHIBIT 1-B

EXHIBIT 2

LAND USE	Gilmartin/Trevor Ownership
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	22.6
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	77.8
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	13
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	5.4
VILLAGE CENTER (VC)	6.3
REGIONAL TOWN CENTER (RTC)	0
PUBLIC/QUASI_PUBLIC	2.2
NEIGHBORHOOD GREEN	1.8
NEIGHBORHOOD PARK	0
COMMUNITY PARK	15.7
PARK CORRIDORS	0
PRESERVE BUFFER	18.2
DETENTION BASIN	8
STORM WATER CANAL	0
WETLAND PRESERVE	40.1
SCHOOL	11.1
MAJOR ROADS	18
TOTALS	240.2



* RHNA & Dedicated Land

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.

*** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. *Required Dedications.* Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. *Timing of Dedications.* The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this

Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District.

At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December

of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire (1) year after the approval of the Housing Element update in 2021. Five years from entering into an Affordable Housing Plan with Callahan Sun Creek, LLC, which shall be subject to the option to purchase, Callahan Sun Creek, LLC may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

The requirement to provide the City with this purchase option shall be agreed to by Callahan Sun Creek, LLP as landowner of the property designated as the additional site in **Exhibit 2** of this AHP. This option shall be entered into by the City and the Callahan Sun Creek, LLP within 90 days of the City's approval of the SunCreek Specific Plan.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and GRANTLINE & CHRYSANTHY 220 INVESTORS, LLC a California limited liability company ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in **Exhibit 1-A** and **Exhibit 1-B** attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that "Developers of new residential projects within the newly developing areas of the City (generally in the large,

AHP FOR SUNCREEK SPECIFIC PLAN
DEVELOPER GRANTLINE & CRYSANATHY 220

Page 1 of 12

AGENDA ITEM 14.1

vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing." (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which "shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement"; and

WHEREAS, the Housing Element also states that "[in] order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans..."; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as "Landowners"). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer's obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 220.8-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit 1-A** and **Exhibit 1-B**. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA." Developer is required to designate 12.9 acres of "High Density Residential – RHNA" within the Property, as shown in **Exhibit 2**, as their share of SunCreek Specific Plan's 44.2 acres requirement. Developer shall commit to development of these lands at a minimum density of 26 dwellings per acre.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request

from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT: 12.9 ACRES

Developer is required to designate 12.9 acres of RD-40 designated land described as "High Density Residential – RHNA," within the Property as shown in **Exhibit 2**. Further, Developer acknowledges and accepts that development upon the 12.9 acre High Density Residential – RHNA site must be at a density of not less than 26 dwellings per acre unless the City, at its sole discretion, reduces this minimum density requirement.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 2.5 ACRES (exclusively on-site):

1. *Required Dedications.* Developer shall dedicate to the City one (1) site as shown in **Exhibit 2** for the construction of affordable housing projects. The following guidelines and obligations shall apply to the property being dedicated by Developer. Additional requirements are described on **Exhibit 2**:

One (1) site 2.5 acres net buildable
(It is anticipated that this site will be used for family occupancy)

- Parcel shall be rough graded with all utilities in contiguous streets.
- Parcel shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Developer.
- Parcel shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Developer is required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. Timing of Dedications. The parcel being dedicated under this Section is within a Center District of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the one (1) parcel under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Developer shall identify the parcel being dedicated under this AHP in Developer's integrated plan for the Center District containing the parcel being dedicated.

At the time of approval for any land division or Tentative Map dividing the land within the Overlay District containing the housing site to be dedicated to the City, and before any development occurs within such Overlay District, the parcel, as described in **Exhibit 2**, shall be depicted and an Irrevocable Offer of Dedication for such parcel shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcel being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains the housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Developer shall transfer the parcel improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase

found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.

- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built, homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and

accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer

Attn:
 Address
 City, State, Zip
 Fax :
 E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of [REDACTED] pages and [REDACTED] exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. [REDACTED]-2013, adopted by the Council of the City on this [REDACTED] day of [REDACTED] 2013, and Developer has caused this AHP to be executed.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

GRANTLINE & CHRYSANTHY 220
INVESTORS, LLC
a California limited liability company

By: Valley Land Company, a California
corporation

Its: Managing Member

Name: Angelo Christie, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193027.13

EXHIBIT 1-A

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The Southerly 110 rods of Section 15, Township 8 North, Range 7 East, Mount Diablo Base and Meridian.

Excepting Therefrom the Easterly 40 feet.

Further 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 conveyed in Grant Deed recorded March 31, 1987, in Book 870331, Page 1126, Official Records.

Apn: 087-0040-010

EXHIBIT 1-B

Map of Property

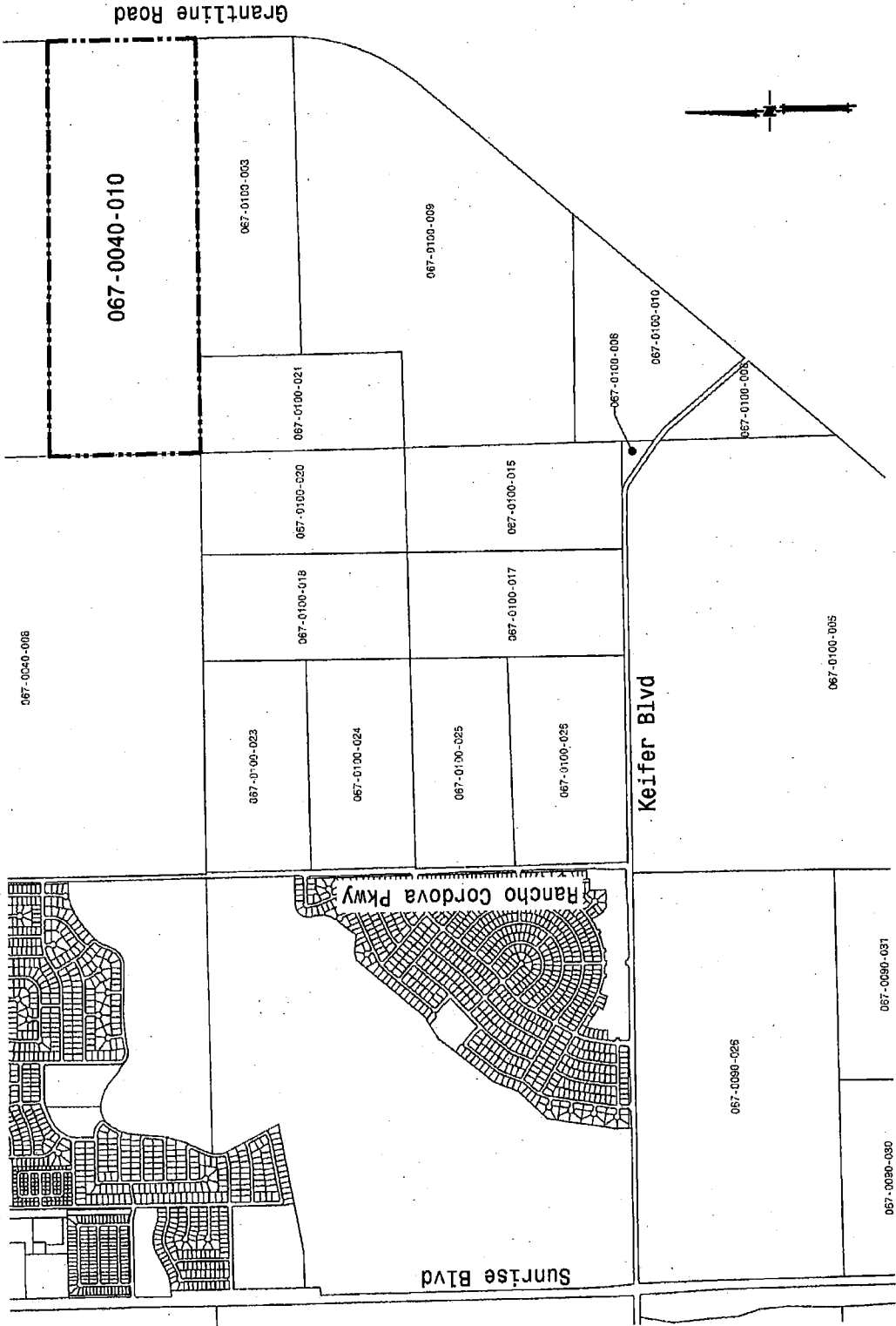
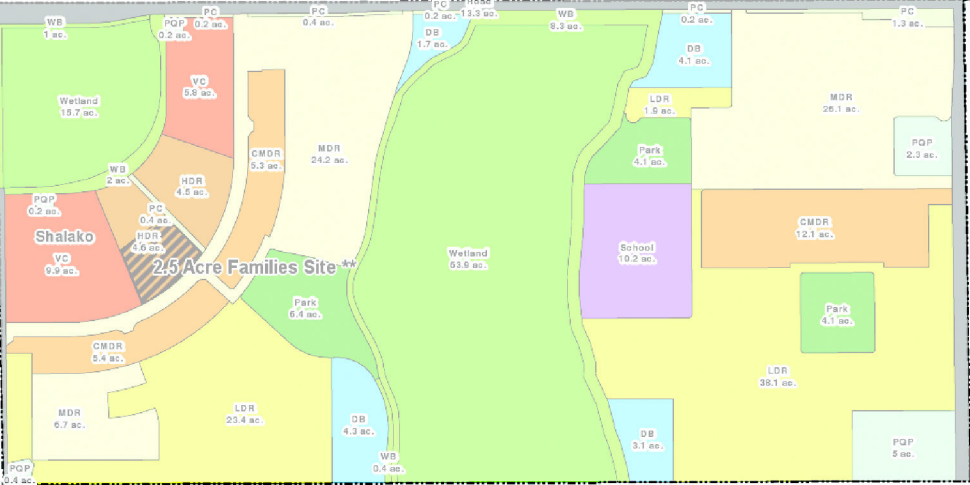
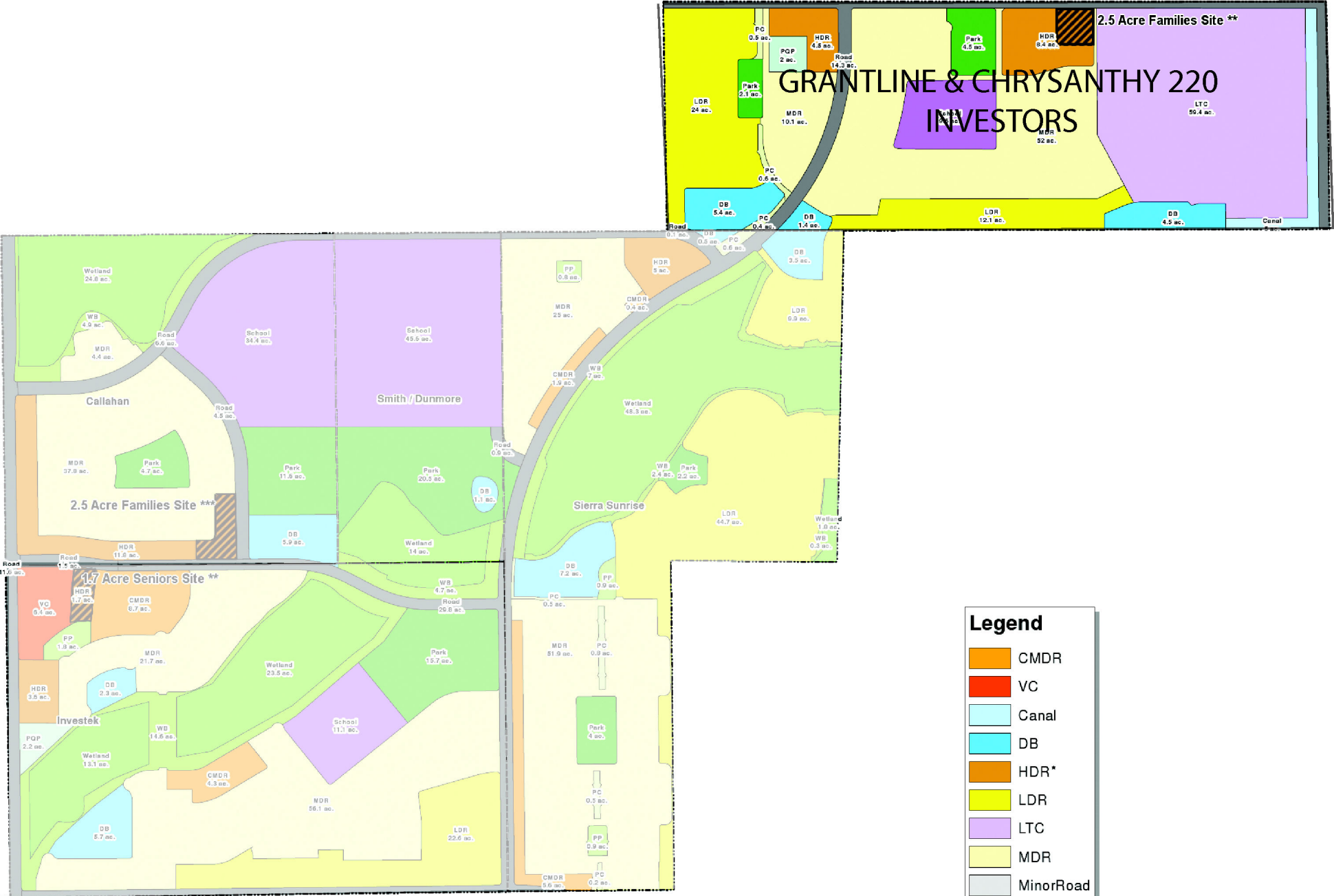


EXHIBIT 1-B

EXHIBIT 2

LAND USE	Grantline & Chrysanthy 220 Investors
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	36.1
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	61.7
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	12.9
VILLAGE CENTER (VC)	0
REGIONAL TOWN CENTER (RTC)	58.4
PUBLIC/QUASI_PUBLIC	2
NEIGHBORHOOD GREEN	3.1
NEIGHBORHOOD PARK	4.9
COMMUNITY PARK	0
PARK CORRIDORS	1.5
PRESERVE BUFFER	0
DETENTION BASIN	11.3
STORM WATER CANAL	5
WETLAND PRESERVE	0
SCHOOL	9.6
MAJOR ROADS	14.3
TOTALS	220.8



Legend

- CMDR
- VC
- Canal
- DB
- HDR*
- LDR
- LTC
- MDR
- MinorRoad
- PC
- PP
- PQP
- Park
- Road
- School
- WB
- Wetland

*** RHNA & Dedicated Land**

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

**** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.**

***** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.**

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. *Required Dedications.* Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. *Timing of Dedications.* The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this

Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District.

At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December

of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire (1) year after the approval of the Housing Element update in 2021. Five years from entering into an Affordable Housing Plan with Callahan Sun Creek, LLC, which shall be subject to the option to purchase, Callahan Sun Creek, LLC may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

The requirement to provide the City with this purchase option shall be agreed to by Callahan Sun Creek, LLP as landowner of the property designated as the additional site in **Exhibit 2** of this AHP. This option shall be entered into by the City and the Callahan Sun Creek, LLP within 90 days of the City's approval of the SunCreek Specific Plan.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
LENNAR SIERRA SUNRISE, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and LENNAR SIERRA SUNRISE, LLC, a California limited liability company ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in **Exhibit 1-A** and **Exhibit 1-B** attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that "Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the

AHP FOR SUNCREEK SPECIFIC PLAN
DEVELOPER LENNAR SIERRA SUNRISE, LLC
Page 1 of 11

AGENDA ITEM 14.1

project for City review and approval that identifies the project's plan for providing affordable housing." (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which "shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement"; and

WHEREAS, the Housing Element also states that "[in] order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans..."; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as "Landowners"). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer's obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 242.4-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit 1-A** and **Exhibit 1-B**. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA." Developer is required to designate 5 acres of "High Density Residential – RHNA" within the Property, as shown in **Exhibit 2**, as their share of SunCreek Specific Plan's 44.2 acres requirement. Developer shall commit to development of these lands at a minimum density of 26 dwellings per acre.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request

from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT: 5 ACRES

Developer is required to designate 5 acres of RD-40 designated land described as "High Density Residential – RHNA," within the Property as shown in **Exhibit 2**. Further, Developer acknowledges and accepts that development upon the 5 acre High Density Residential – RHNA site must be at a density of not less than 26 dwellings per acre unless the City, at its sole discretion, reduces this minimum density requirement.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: (exclusively on-site):

Developer is not required to dedicate any of its Property to the City under this AHP. Landowners shall dedicate to City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowner(s) of the property to be dedicated under this Section at the time such Landowner(s) apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a "Land Equalization Fee" in order to compensate dedicating Landowners for their share of the dedications.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. Developer and Landowners have agreed to have non-dedicating Landowners, such as Developer, pay their fair share of the fair market value of the dedicated sites through a Land Equalization Fee as described in Section III(B) and in the SunCreek Specific Plan Finance Plan.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to

Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.

- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip

Fax :
E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the parties.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

LENNAR SIERRA SUNRISE, LLC
a California limited liability company

By: Lennar Sunrise, LLC,
a California limited liability company
Its: Managing Member

By: Lennar Renaissance, Inc.,
a California corporation
Its: Managing Member

By: _____

Name: Larry Gualco, Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193021.15

EXHIBIT 1-A

Legal Description

All that certain real property situated, lying and being in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL ONE:

THE EAST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

APN: 067-0100-015-0000

PARCEL TWO:

THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

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 PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE; AS RESERVED IN THE DEED FROM NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION, DATED JUNE 20, 1955, RECORDED JULY 6, 1955, IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494.

APN: 067-0100-020-0000

PARCEL THREE:

THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE ITS SURFACE AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 6, 1955 IN BOOK 2869 OF OFFICIAL RECORDS, PAGE 494, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION.

APN: 067-0100-021-0000

EXHIBIT 1-B

Map of Property

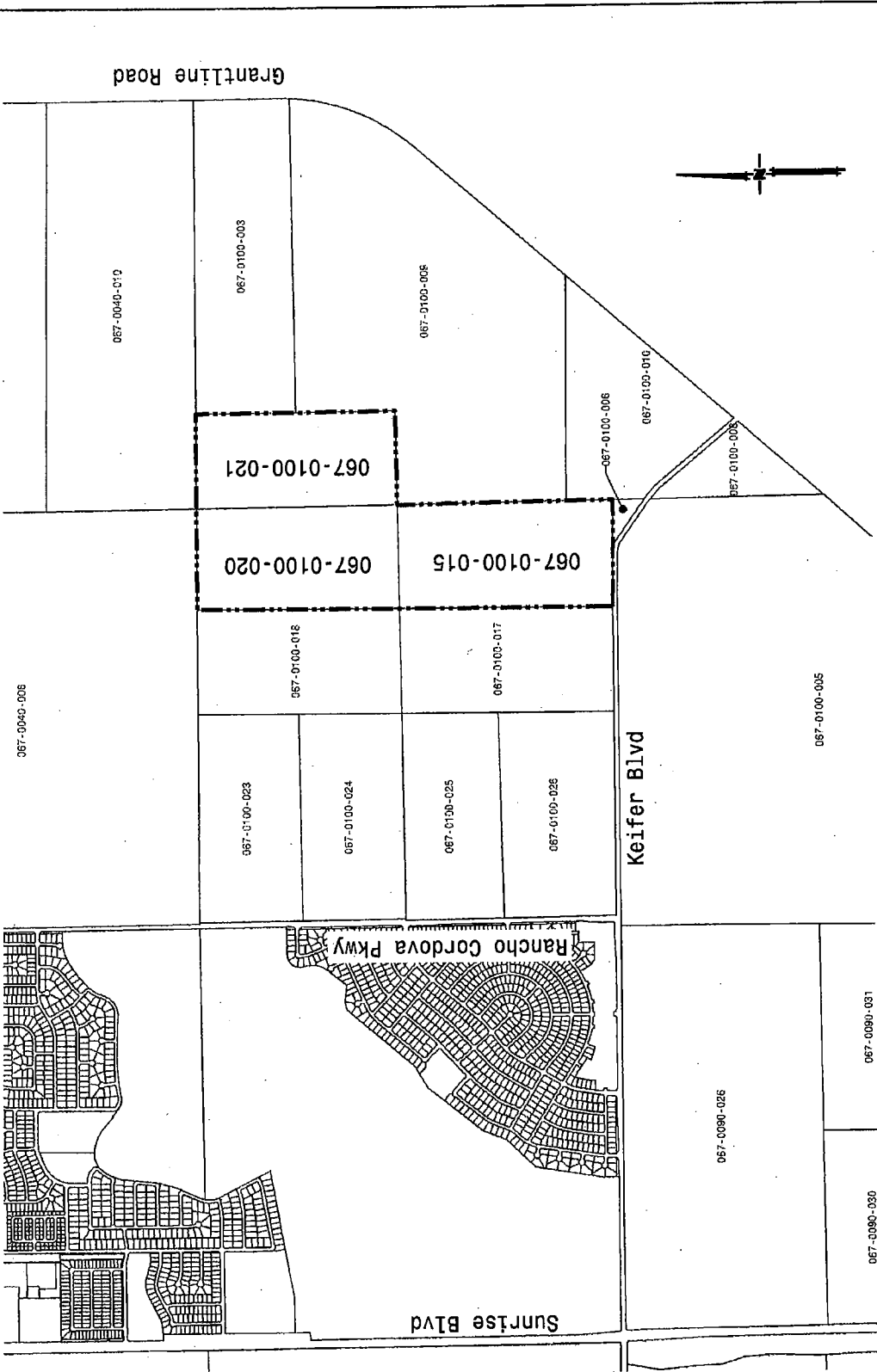
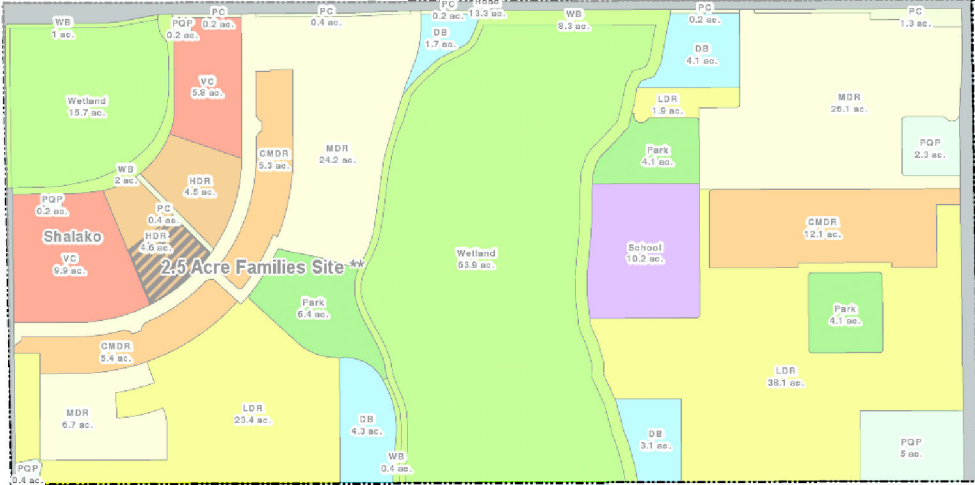
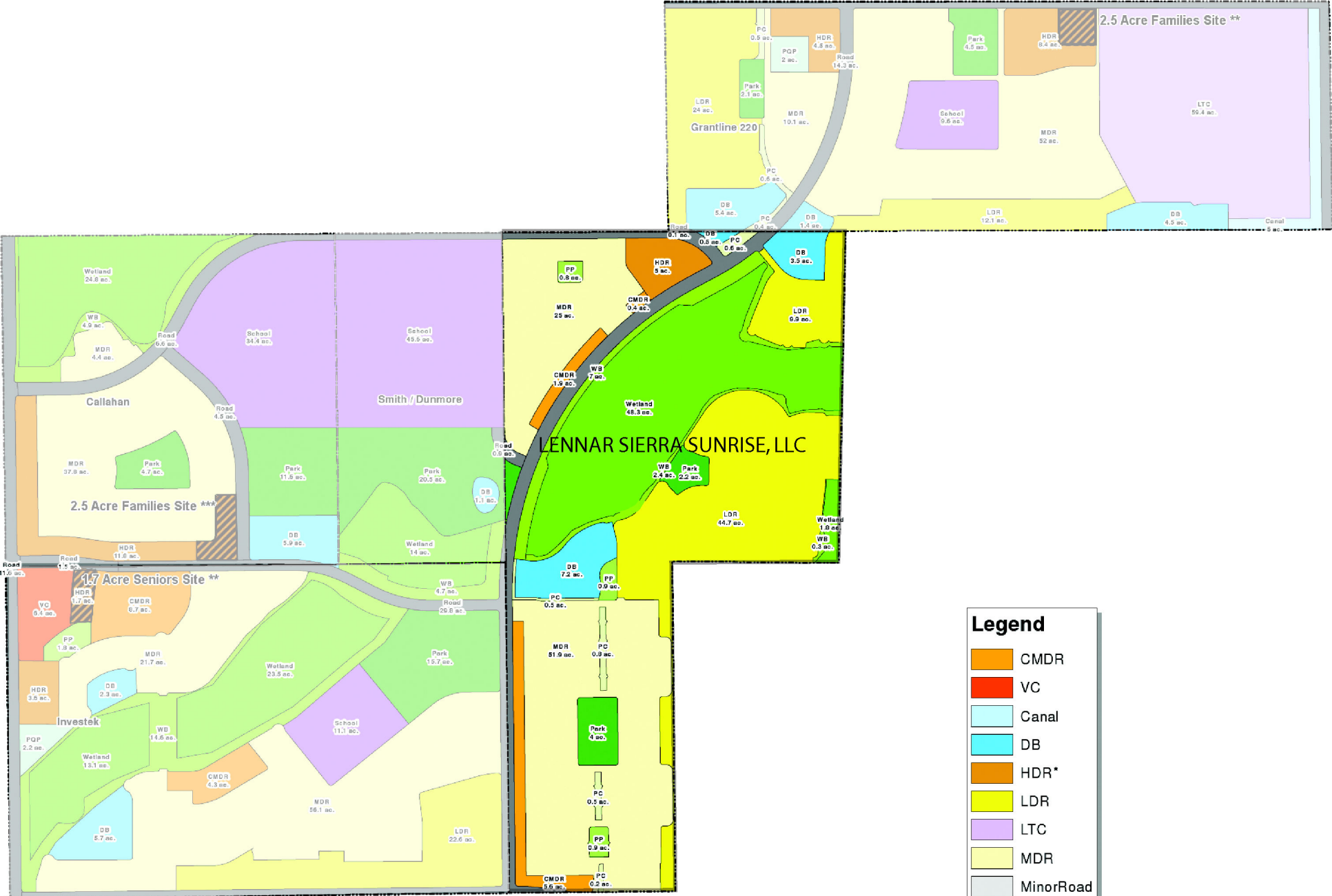


EXHIBIT 1-B

EXHIBIT 2

LAND USE	Lennar Sierra Sunrise, LLC
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	54.7
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	76.9
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	7.9
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	5
VILLAGE CENTER (VC)	0
REGIONAL TOWN CENTER (RTC)	0
PUBLIC/QUASI_PUBLIC	0
NEIGHBORHOOD GREEN	4.8
NEIGHBORHOOD PARK	4
COMMUNITY PARK	0
PARK CORRIDORS	2.6
PRESERVE BUFFER	9.7
DETENTION BASIN	11.4
STORM WATER CANAL	0
WETLAND PRESERVE	50.1
SCHOOL	0
MAJOR ROADS	14.8
TOTALS	242.4



*** RHNA & Dedicated Land**

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

**** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.**

***** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.**

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. ***Required Dedications.*** Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a “Land Equalization Fee” in order to compensate dedicating Landowners for their share of the dedications. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. Timing of Dedications. The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District. At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire (1) year after the approval of the Housing Element update in 2021. Five years from entering into an Affordable Housing Plan with Callahan Sun Creek, LLC, which shall be subject to the option to purchase, Callahan Sun Creek, LLC may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

The requirement to provide the City with this purchase option shall be agreed to by Callahan Sun Creek, LLP as landowner of the property designated as the additional site in **Exhibit 2** of this AHP. This option shall be entered into by the City and the Callahan Sun Creek, LLP within 90 days of the City's approval of the SunCreek Specific Plan.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
SHALAKO INVESTORS,
A CALIFORNIA LIMITED PARTNERSHIP**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and SHALAKO INVESTORS, a California limited partnership ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in **Exhibit 1-A** and **Exhibit 1-B** attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that "Developers of new residential projects within the newly developing areas of the City (generally in the large,

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DEVELOPER SHALAKO INVESTORS

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vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing." (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which "shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement"; and

WHEREAS, the Housing Element also states that "[in] order to ensure the production and preservation of housing affordable to the City's workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans..."; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as "Landowners"). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer's obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 321.4-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit 1-A** and **Exhibit 1-B**. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA." Developer is required to designate 9.1 acres of "High Density Residential – RHNA" within the Property, as shown in **Exhibit 2**, as their share of SunCreek Specific Plan's 44.2 acres requirement. Developer shall commit to development of these lands at a minimum density of 26 dwellings per acre.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request

from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT: 9.1 ACRES

Developer is required to designate 9.1 acres of RD-40 designated land described as "High Density Residential – RHNA," within the Property as shown in **Exhibit 2**. Further, Developer acknowledges and accepts that development upon the 9.1 acre High Density Residential – RHNA site must be at a density of not less than 26 dwellings per acre unless the City, at its sole discretion, reduces this minimum density requirement.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 2.5 ACRES (exclusively on-site):

1. *Required Dedications.* Developer shall dedicate to the City one (1) site as shown in **Exhibit 2** for the construction of affordable housing projects. The following guidelines and obligations shall apply to the property being dedicated by Developer. Additional requirements are described on **Exhibit 2**:

One (1) site 2.5 acres net buildable
(It is anticipated that this site will be used for family occupancy)

- Parcel shall be rough graded with all utilities in contiguous streets.
- Parcel shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Developer.
- Parcel shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Developer is required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. Timing of Dedications. The parcel being dedicated under this Section is within a Center District of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the one (1) parcel under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Developer shall identify the parcel being dedicated under this AHP in Developer's integrated plan for the Center District containing the parcel being dedicated.

At the time of approval for any land division or Tentative Map dividing the land within the Overlay District containing the housing site to be dedicated to the City, and before any development occurs within such Overlay District, the parcel, as described in **Exhibit 2**, shall be depicted and an Irrevocable Offer of Dedication for such parcel shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcel being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains the housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Developer shall transfer the parcel improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase

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found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.

- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built, homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip

Fax :
E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of [REDACTED] pages and [REDACTED] exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. [REDACTED]-2013, adopted by the Council of the City on this [REDACTED] day of [REDACTED] 2013, and Developer has caused this AHP to be executed.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

SHALAKO INVESTORS,
a California limited partnership

By: William M. Campbell, III

Its: General Partner

By: William Ramey Osborne

Its: General Partner

By: Stephen Tofft

Its: General Partner

By: Ronald J. Parr

Its: General Partner

By: Frank R. Catalano

Its: General Partner

By: John C. Walker

Its: General Partner

(Signatures continued next page)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193028.13

EXHIBIT 1-A

Legal Description

All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of Section 29, Township 8 North, Range 7 East, M.D.M., more particularly described as follows:

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M., AS DESCRIBED IN A CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 860108, PAGE 933, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

APN: 067-0090-026

EXHIBIT 1-B
Map of Property

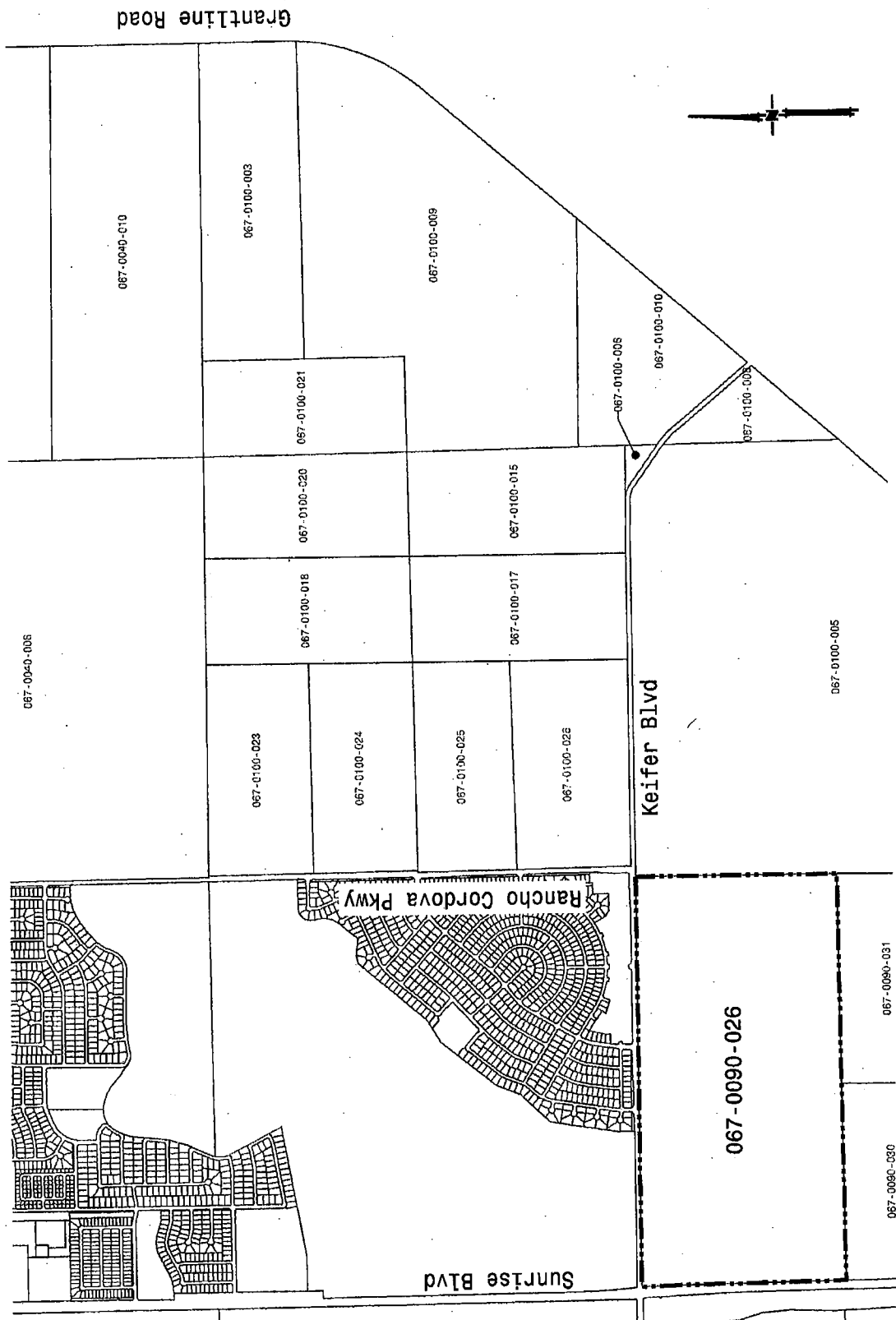
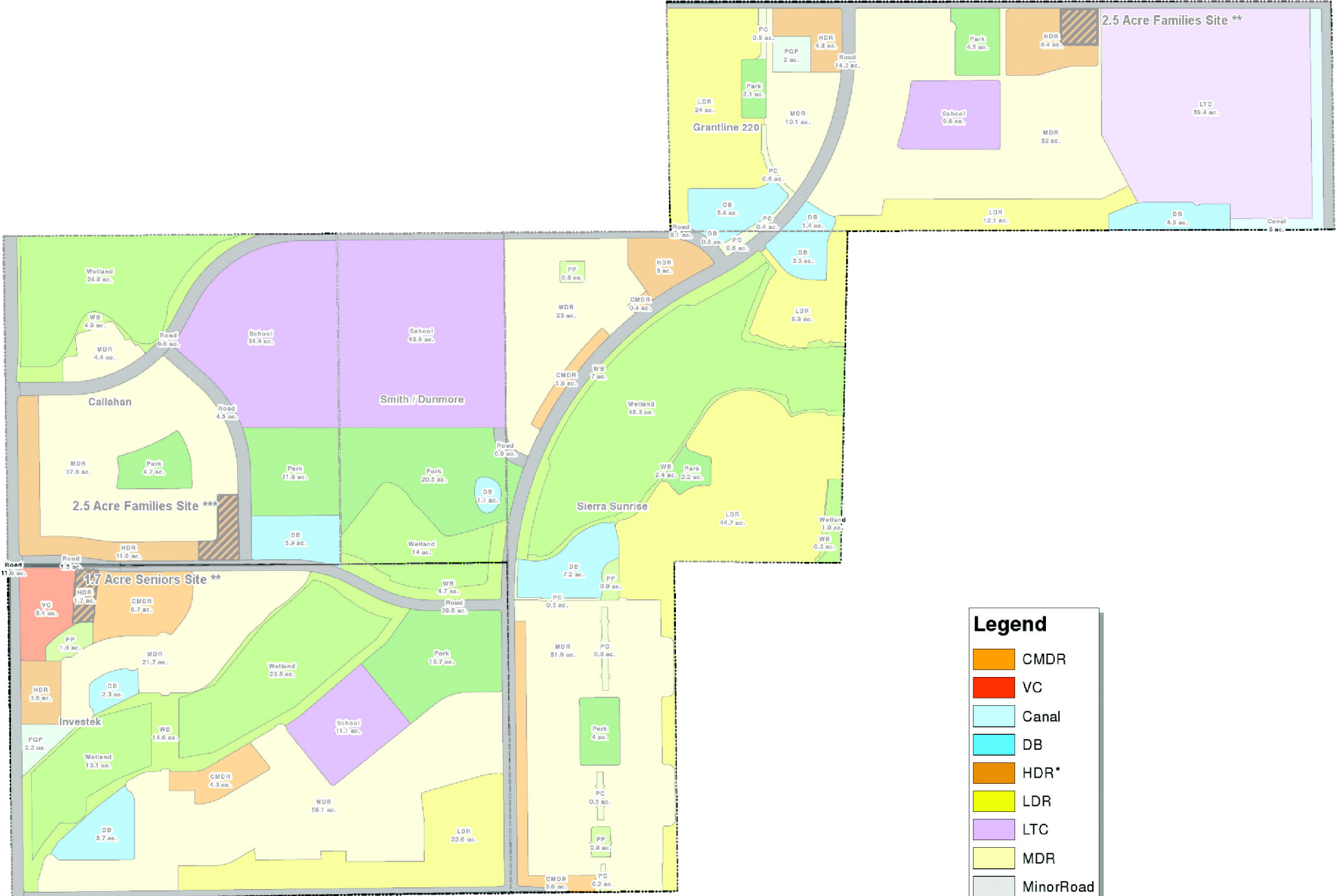


EXHIBIT 1-B

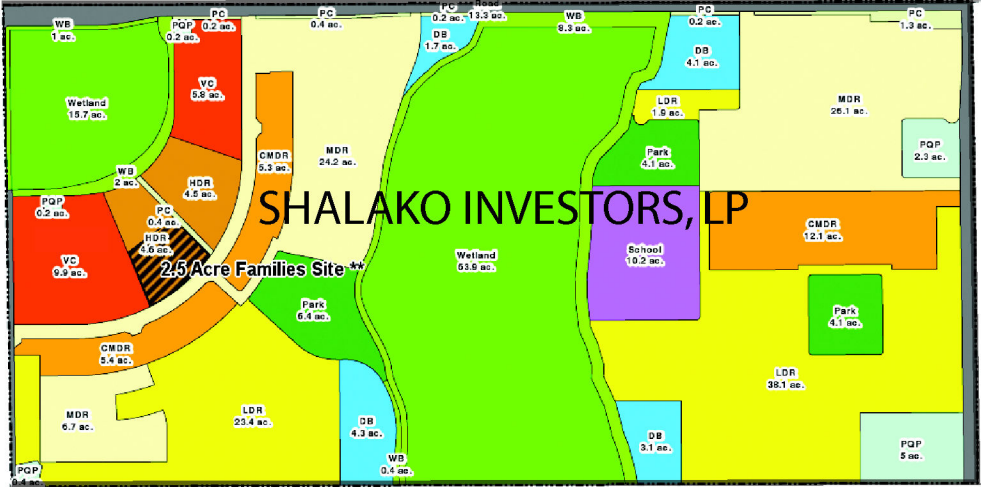
EXHIBIT 2

LAND USE	Shalako Investors, LP
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	66
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	60.2
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	22.8
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	9.1
VILLAGE CENTER (VC)	15.7
REGIONAL TOWN CENTER (RTC)	0
PUBLIC/QUASI_PUBLIC	8.1
NEIGHBORHOOD GREEN	0.5
NEIGHBORHOOD PARK	8.1
COMMUNITY PARK	0
PARK CORRIDORS	2.9
PRESERVE BUFFER	11.7
DETENTION BASIN	13.2
STORM WATER CANAL	0
WETLAND PRESERVE	79.6
SCHOOL	10.2
MAJOR ROADS	13.3
TOTALS	321.4



Legend

- CMDR
- VC
- Canal
- DB
- HDR*
- LDR
- LTC
- MDR
- MinorRoad
- PC
- PP
- PQP
- Park
- Road
- School
- WB
- Wetland



*** RHNA & Dedicated Land**

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

**** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.**

***** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.**

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. *Required Dedications.* Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. *Timing of Dedications.* The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this

Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District.

At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December

of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire (1) year after the approval of the Housing Element update in 2021. Five years from entering into an Affordable Housing Plan with Callahan Sun Creek, LLC, which shall be subject to the option to purchase, Callahan Sun Creek, LLC may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

The requirement to provide the City with this purchase option shall be agreed to by Callahan Sun Creek, LLP as landowner of the property designated as the additional site in **Exhibit 2** of this AHP. This option shall be entered into by the City and the Callahan Sun Creek, LLP within 90 days of the City's approval of the SunCreek Specific Plan.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN
FOR THE SUNCREEK SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND
CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY
L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G.
DUNMORE, successor trustee of the Dunmore Family Trust dated
February 24, 1977, as Amended**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and CHRIS N. VRAME, MURRAY M. SMITH, JR., CAROL J. SMITH, TRACY L. SMITH, M. CAMPBELL SMITH, JAMES N. SMITH, and STEVEN G. DUNMORE, successor trustee of the Dunmore Family Trust dated February 24, 1977, as Amended ("Developer"), as of November 18, 2013. This AHP shall be binding on Developer and on any and all of Developer's successors and assigns developing the real property described in Exhibit 1-A and Exhibit 1-B attached hereto (the "Property"), within the SunCreek Specific Plan.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals

set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, Rancho Cordova Housing Element Policy H.1.5 states that “Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing.” (City of Rancho Cordova Housing Element adopted 12/7/09); and

WHEREAS, all large-scale development in the City’s undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (AHP) which “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement”; and

WHEREAS, the Housing Element also states that “[in] order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...”; and

WHEREAS, the AHP is comprised of two major components: Regional Housing Needs Allocation (RHNA) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies); and

WHEREAS, in preparing this AHP, the City and the landowners within the SunCreek Specific Plan considered options, strategies, resources and the economic climate; and

WHEREAS, the property within the SunCreek Specific Plan area is owned by the following six (6) landowners: Lennar Sierra Sunrise, LLC; Callahan Sun Creek, LLC, *et al*; Grantline & Chrysanthy 220 Investors, LLC; Robert A. Gilmartin, *et al*; Shalako Investors, a California Limited Partnership; and Chris N. Vrame, *et al* (collectively referred to as “Landowners”). Each Landowner has agreed to meet the affordable housing obligations as required by the Housing Element. This AHP satisfies Developer’s obligations pursuant to Housing Element Policy H.1.5; and

WHEREAS, pursuant to the City’s Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the SunCreek Specific Plan. Any violation of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

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

I. PROPERTY SUBJECT TO THIS AFFORDABLE HOUSING PLAN

Developer owns fee title to the Property, which comprises that certain 80.1-acre portion of the SunCreek Specific Plan area located in the City of Rancho Cordova, County of Sacramento,

AHP FOR SUNCREEK SPECIFIC PLAN
DEVELOPER VRAME

Page 2 of 12

AGENDA ITEM 14.1

more particularly described in Exhibit 1-A and Exhibit 1-B. This AHP shall apply to, and be recorded on, the Property.

II. REGIONAL HOUSING NEEDS ALLOCATION REQUIREMENT FOR THE SUNCREEK SPECIFIC PLAN

On September 20, 2012, the Sacramento Area Council of Governments' ("SACOG") Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan ("RHNP"). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation ("RHNA"). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the SunCreek Specific Plan area, lands designated to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum densities identified in this AHP.

Developer agrees to comply with the RHNA requirements for the Property as follows:

A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN. The SunCreek Specific Plan as a whole will be required to designate 44.2 acres of RD-40 zoned land described as "High Density Residential – RHNA." Developer is not required to designate any RD-40 designated land described as "High Density Residential – RHNA," within the Property under this AHP.

The 44.2 acres requirement for the SunCreek Specific Plan represents the fair-share allocation to the SunCreek Specific Plan area of the total RHNA amount designated to the City of Rancho Cordova from SACOG. The SunCreek Specific Plan area's projected share of the total City residential growth in the new development area through buildout served as the basis for the allocation to the SunCreek Specific Plan. The actual minimum (or floor) yield from a RD-40 acre used to determine the number of acres to be required reflects a density which the Developer and Landowners represent as a "buildable" density that can be expected for the plan area.

B. NO NET LOSS. California Government Code section 65584 requires all development on RHNA designated acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to ensure the required RHNA performance, development on SunCreek RHNA acres must be at or above 26 units per acre as designated in the SunCreek Specific Plan, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element; and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584.

C. REVIEW OF RHNA DESIGNATED ACREAGE will occur as conditions and/or allocations by SACOG change. The RHNA allocation for the SunCreek Specific Plan area is a projection through build-out. However, no such future adjustment shall result in an increase to the SunCreek RHNA obligation as described herein. In the future, the SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining RHNA requirements for the SunCreek Specific Plan area. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the SunCreek Specific Plan area, the City and Developer may review the

RHNA allocation as follows: (1) RHNA allocations and locations shall be reviewed with every eight-year Housing Element update cycle; and (2) Upon receipt by the City of a written request from the Developer for reconsideration of its RHNA allocation, the City will consider whether designated RHNA acres are still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584. The City and Developer must agree on any modification of this AHP.

III. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR DEVELOPER UNDER THIS AHP

In addition to meeting the RHNA obligations described above, Landowners are required to meet additional affordable housing performance requirements within the SunCreek Specific Plan area. This Section outlines Developer's specific requirements under this AHP.

Developer agrees to comply with the following affordable housing requirements for its Property:

A. RHNA REQUIREMENTS FOR DEVELOPER'S PROJECT

Developer is not required to designate any RD-40 designated land described as "High Density Residential – RHNA," within the Property under this AHP. Developer's obligation in regard to RHNA requirements will be satisfied by RD-40 designated land in the remainder of the SunCreek Specific Plan.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: (exclusively on-site):

Developer is not required to dedicate any of its Property to the City under this AHP. Landowners shall dedicate to City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowner(s) of the property to be dedicated under this Section at the time such Landowner(s) apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a "Land Equalization Fee" in order to compensate dedicating Landowners for their share of the dedications.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Developer shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. Developer and Landowners have agreed to have non-dedicating Landowners, such as Developer, pay their fair share of the fair market value of the dedicated sites through a Land Equalization Fee as described in Section III(B) and in the SunCreek Specific Plan Finance Plan.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

In order to determine the requirements for the SunCreek Specific Plan, the City calculated the average cost associated with completing a housing project that would satisfy the housing allocation for the SunCreek Specific Plan. The City calculated this figure by analyzing comparable tax credit type developments. The funding needed after a tax credit award is referred to as the funding shortfall ("gap"). The value of the 6.7 acres of dedicated land, required from the SunCreek Specific Plan as specified in **Exhibit 3**, was then credited against the funding gap. The remaining gap amount was then calculated into an Affordable Housing In-Lieu Fee as described in this Section. Landowners are to fund a 50% share of the remaining funding gap and the City will fund the remaining 50% of the gap. The City will aggressively seek funds from all available grant sources to satisfy the City's 50% portion of the funding gap. It is anticipated that no General Fund monies will be used as grant funding of this effort.

The In-Lieu Fee and land dedication required of the SunCreek Specific Plan reflect the challenging market climate and fiscal uncertainty of the immediate time. The level of these requirements provides for a certain amount of "relief from current market conditions."

Currently, Developer's proposed project on the Property consists of the following land uses: 17.4 acres community park, 1.1 acres preserve buffer, 3.4 acres detention basin, 10.5 acres wetland preserve, 45.6 acres school, and 2.1 acres major roads. The Affordable Housing In-Lieu Fee under this Section is payable by Developer only as, if and when any land uses on the Property are changed to permit development of market rate residential units.

IV. AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN AREA

The affordable housing requirements for the SunCreek Specific Plan area as a whole are attached hereto as **Exhibit 3** as a reference. **Exhibit 3** is for reference only and is not intended to place any additional requirements on Developer not required under the body of this AHP.

V. AFFORDABLE HOUSING NEEDS ADDRESSED BY THE SUNCREEK SPECIFIC PLAN

The affordable housing need that is addressed in this AHP includes three income categories: Lower-end Moderate Income; Low Income; and Very Low Income. A fourth category, Extremely Low Income, is currently being addressed directly by the City with its efforts to develop Mather Veterans' Village. Any discussion of affordable housing development strategies requires that there be a discussion of the housing type affordable to each income category. There are market conditions, the availability of specific resources and performance which guide consideration of a response to the needs of these three income groups. Two key conditions, which have directed the discussion of affordable housing performance within the SunCreek Specific Plan, are summarized as follows:

- *Extremely Low Income and Special Needs Considerations.* The City's response to Extremely Low Income need is considerable. The City's current efforts to develop up to 160 units and beds for disabled, homeless and near-homeless Veterans demonstrates the City's effective response to this need. This effort, together with the existing 300 person transitional living facility already located in the City; a recent successfully occupied large families rental project; and a current tax credit application for senior apartments, demonstrates the City's sufficient response to Extremely Low Income and Special Needs requirements. The City will not look for additional response from the SunCreek Specific Plan for these income categories.
- *Affordable For Sale Considerations.* The City of Rancho Cordova has a considerable stock of affordably priced, recently built, homes for sale. Although reduced in number, real estate owned properties (REOs) and short sales also offer affordable homeownership opportunities. The City expects that over the next eight years of the current Housing Element planning cycle, many foreclosed and investor purchased units will re-emerge as lower-end affordable for-sale units. The Landowners have also stated that there will be affordable new construction units as part of the expected inventory to be built within the SunCreek Specific Plan. The City will not look for additional affordable for sale commitments from the SunCreek Specific Plan.

Because of a combination of City initiatives and projected market response described above, the focus of this AHP for the SunCreek Specific Plan area is on responding to the housing needs of Low and Very Low Income households whose primary affordable housing option will be tax credit, rental type opportunities. The commitments to which the City and Landowners have agreed include the Landowners' dedication of three specific RD-40 sites, providing an option for the City to purchase a fourth site, commitment that development on HDR/RD-40 zoned land shall be constructed at a minimum density of 26 dwellings per acre, and the payment of In-Lieu Fees. These commitments take into consideration the market conditions described in this AHP and include an additional site if market conditions improve.

VI. SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

Exhibit 3 to this AHP outlines the anticipated minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees provided by the Landowners of the SunCreek Specific Plan area.

VII. TERM, AMENDMENT AND TERMINATION

A. TERM. This AHP shall terminate once the Affordable Housing In-Lieu Fee has been paid by Developer for all market rate residential units within the Property and once all High Density Residential sites within the Property have been developed.

B. AMENDMENT BY MUTUAL CONSENT. This AHP may be amended in writing from time to time by mutual consent of the City and the Developer.

C. TERMINATION. This AHP may be canceled in whole or in part only by mutual consent of the City and the Developer or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

VIII. BREACH

This AHP is a requirement of the City's Housing Element and therefore shall be considered a condition of approval for all Property entitlements. Any violation by Developer of the requirements under this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with revocation or termination of any entitlement(s) for the Property.

IX. SEVERABILITY

If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive either the City or the Developer an essential benefit of this AHP, then the party so deprived will have the option to terminate this entire Agreement upon written notice to the other party.

X. APPLICABLE LAW

California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

XI. ATTORNEYS' FEES AND COSTS IN LEGAL ACTIONS BY PARTIES TO THE AGREEMENT

Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

XII. AGREEMENT RUNS WITH THE LAND

Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

XIII. INDEMNIFICATION

Developer agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by

Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the property or the Project. Developer has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Agreement.

XIV. COOPERATION AND INDEMNIFICATION OF CITY IN THE EVENT OF LEGAL CHALLENGE TO THIS AHP

In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

A. The City and Developer agree to cooperate in defending against the action or proceeding;

B. The Developer is solely responsible for its own costs and any costs incurred by the City for such defense;

C. Developer will indemnify, defend with counsel selected by the City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability;

D. Neither Developer nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief.

E. The provisions of this Section shall survive the termination of this AHP.

XV. THIRD PARTY BENEFICIARIES

This AHP is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

XVI. NOTICES

All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

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

Fax:
E-mail:

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

Developer
Attn:
Address
City, State, Zip
Fax :
E-mail :

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

XVII. ASSIGNMENT AND RELEASE

From and after recordation of this AHP against the Property, Developer shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (A) Developer has paid the City any and all fees or amounts due to the City arising out of this AHP, the processing of any entitlements for the project, or the development of the portion of the property to be assigned due and owing as of the date of such assignment, and (B) upon the receipt by the City Planning Director of the express written assignment by Developer and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Planning Director upon the request of Developer) and the City's receipt of the express written assignment by Developer, the assumption by the assignee of such assignment, and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property.

XVIII. FORM OF AGREEMENT; RECORDATION; EXHIBITS

City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of [REDACTED] pages and [REDACTED] exhibits, which constitute the entire understanding and agreement of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. [REDACTED]-2013, adopted by the Council of the City on this [REDACTED] day of [REDACTED] 2013, and Developer has caused this AHP to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Ted A. Gaebler

Its: City Manager

Date: _____

“DEVELOPER”

By: _____

Name: CHRIS N. VRAME

By: _____

Name: MURRY M. SMITH, JR.

By: _____

Name: CAROL J. SMITH

By: _____

Name: TRACY L. SMITH

By: _____

Name: M. CAMPBELL SMITH

By: _____

Name: JAMES N. SMITH

(Signatures continued next page)

By: _____

Name: STEVEN G. DUNMORE, Successor
Trustee of the Dunmore Family Trust Dated
February 24, 1977, as amended

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- Exhibit 1-A: Legal Description of the Property
- Exhibit 1-B: Map of the Property
- Exhibit 2: Map of Developer's Affordable Housing Performance Requirements
- Exhibit 3: Affordable Housing Performance Requirements for Landowners within the SunCreek Specific Plan (Reference)

2193030.13

Order No. 404-7854
AMEND
Version 5

EXHIBIT 1-A

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

PARCEL 1:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREINAFTER SITUATE THEREIN AND THEREUNDER LOCATED 100 FEET OR MORE BELOW THE SURFACE OF SAID PROPERTY AND THE RIGHT TO TAKE AWAY AND DISPOSE OF THE SAME, BUT WITHOUT ENTERING SAID REAL PROPERTY UPON OR ABOVE IT SURFACE, AS RESERVED IN DEED DATED JUNE 20, 1955, RECORDED JULY 06, 1955, IN BOOK 2869, PAGE 494, OFFICIAL RECORDS, EXECUTED BY NATOMAS COMPANY, A CALIFORNIA CORPORATION, TO BARGAIN BILL'S FURNITURE WAREHOUSE, INC., A CORPORATION. THE SURFACE RIGHTS OF WHICH HAVE BEEN QUITCLAIMED BY A DEED RECORDED IN BOOK 861231, PAGE 9800, OFFICIAL RECORDS, EXECUTED BY NATOMAS ENERGY COMPANY TO MORRIS MOORE AND MARY L. MOORE.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 AND OVER THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, OVER THE SOUTH 30.00 FEET OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 7 EAST, MDB&M.

A.P.N. 067-0100-018

EXHIBIT 1-B

Map of Property

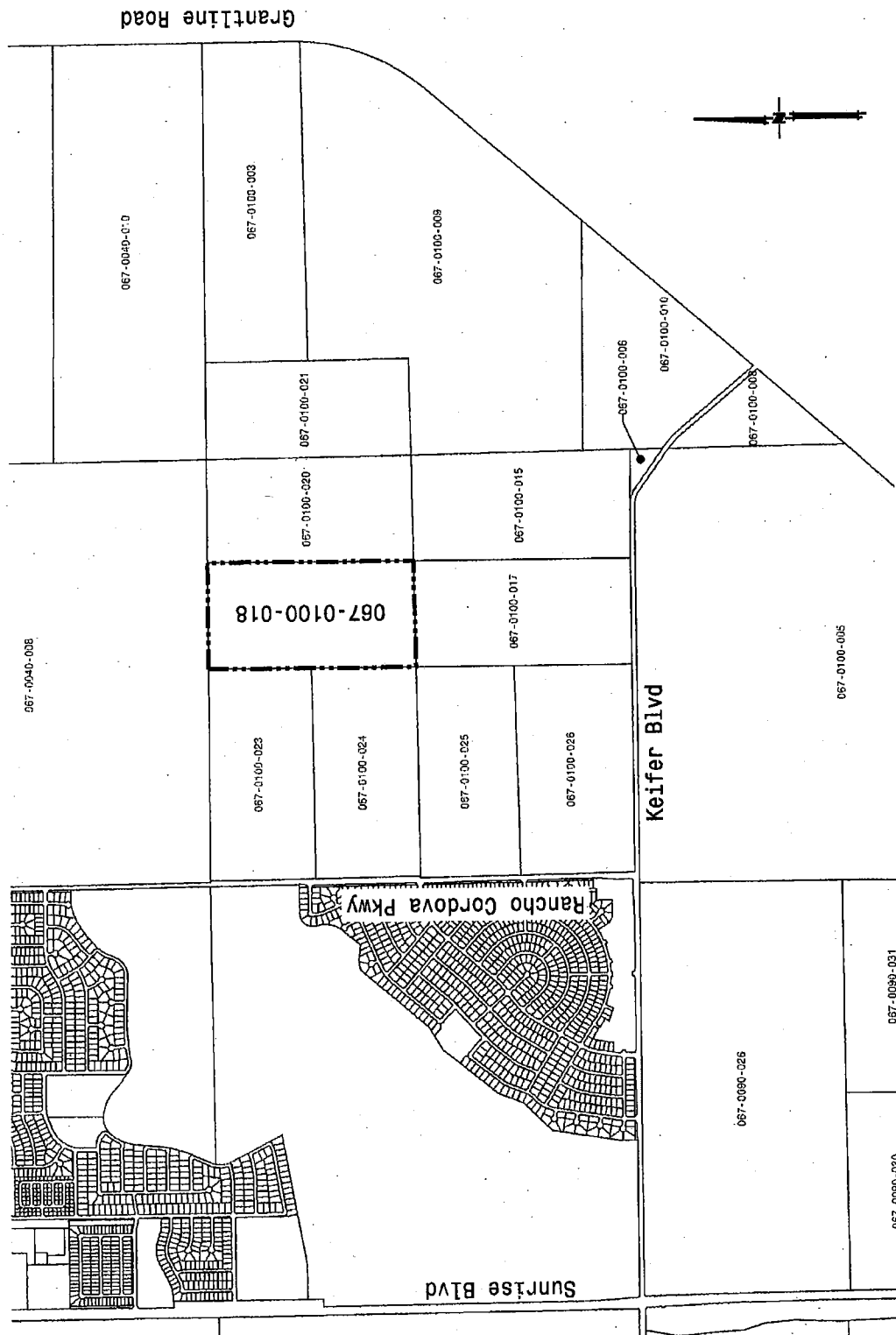
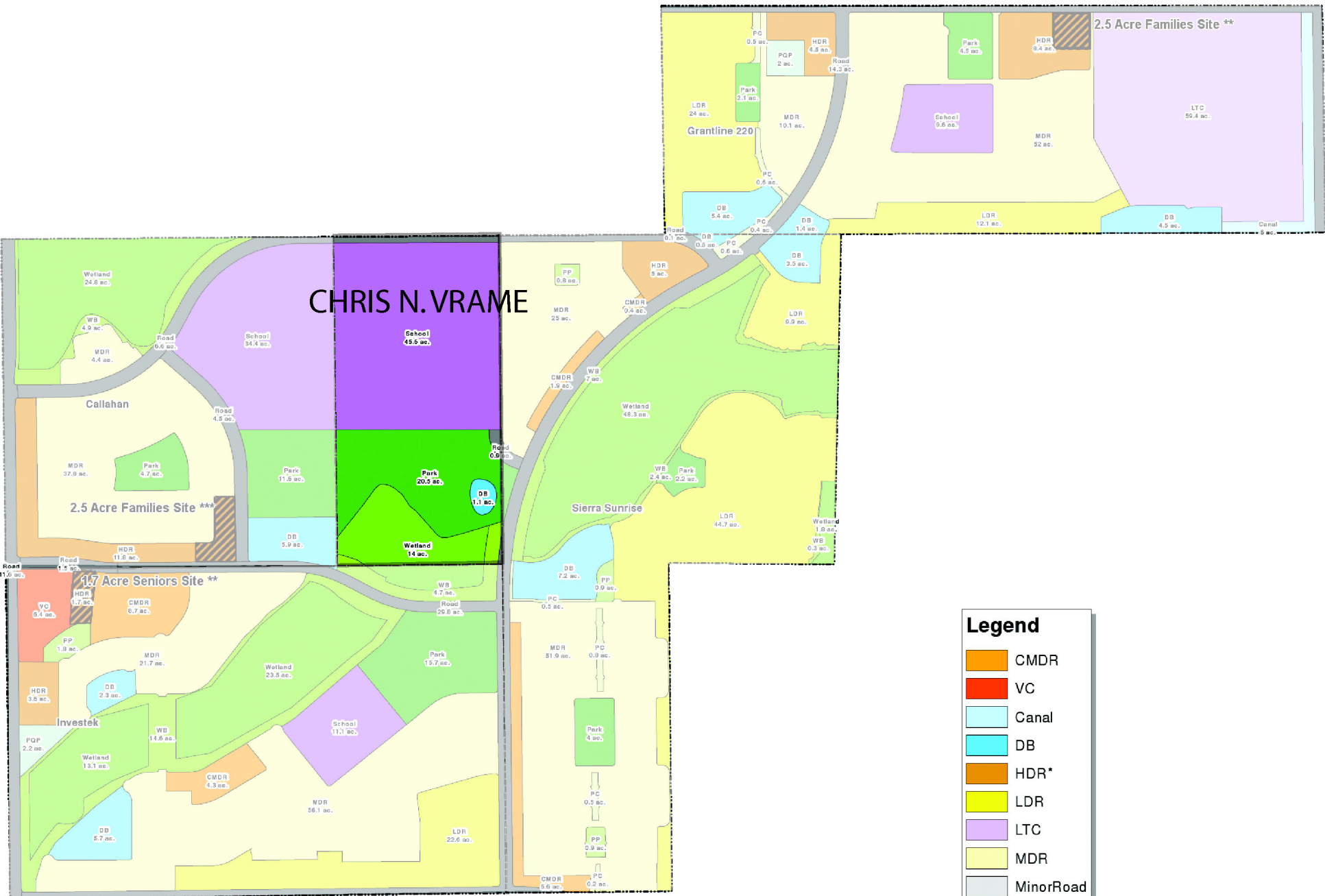


EXHIBIT 1-B

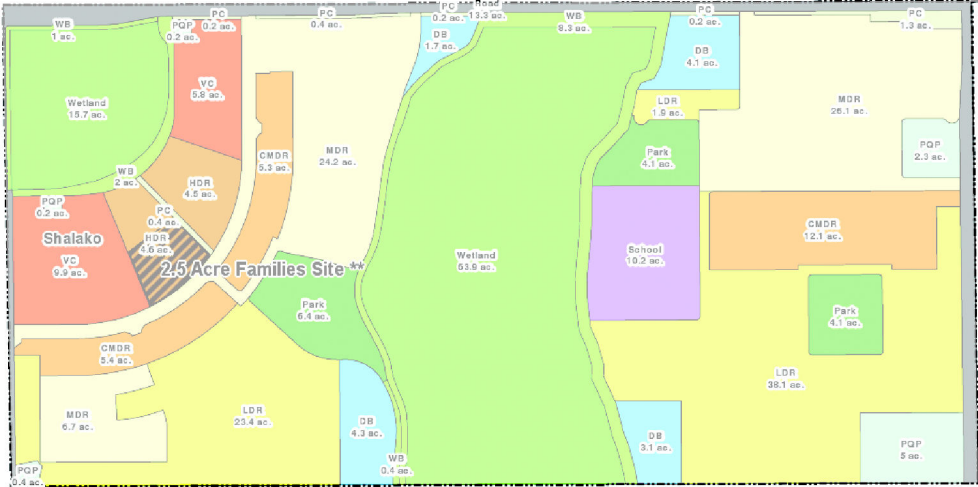
EXHIBIT 2

LAND USE	Chris N. Vrame
Categories	Acres
LOW DENSITY (2.1 to 6 du/ac)	0
MEDIUM DENSITY RESIDENTIAL (6.1 to 12 du/ac)	0
COMPACT DENSITY RESIDENTIAL (12.1 to 18 du/ac)	0
HIGH DENSITY RESIDENTIAL (18.1 to 40 du/ac)	0
VILLAGE CENTER (VC)	0
REGIONAL TOWN CENTER (RTC)	0
PUBLIC/QUASI_PUBLIC	0
NEIGHBORHOOD GREEN	0
NEIGHBORHOOD PARK	0
COMMUNITY PARK	17.4
PARK CORRIDORS	0
PRESERVE BUFFER	1.1
DETENTION BASIN	3.4
STORM WATER CANAL	0
WETLAND PRESERVE	10.5
SCHOOL	45.6
MAJOR ROADS	2.1
TOTALS	80.1



Legend

- CMDR
- VC
- Canal
- DB
- HDR*
- LDR
- LTC
- MDR
- MinorRoad
- PC
- PP
- PQP
- Park
- Road
- School
- WB
- Wetland



*** RHNA & Dedicated Land**

All Acres identified as HDR and identified in this exhibit are designated RHNA acres.

Unless the developer/builder has received written authorization from the City, all RHNA acres shall be developed at densities no less than 26 DU/gross acres for non-senior units.

** These sites are to be dedicated per the Affordable Housing Plan (AHP). General locations and desired acreages are identified with hash marks on this exhibit.

*** This site may be optional. On or before December 31, 2020 the City has the option to purchase this 2.5 acre family site at the lower of appraised value or \$10,000/DU at 26 DU/Acre.

EXHIBIT 3**AFFORDABLE HOUSING PERFORMANCE REQUIREMENTS FOR LANDOWNERS OF PROPERTY WITHIN THE SUNCREEK SPECIFIC PLAN – FOR REFERENCE PURPOSES ONLY****A. RHNA REQUIREMENTS FOR THE SUNCREEK SPECIFIC PLAN**

The SunCreek Specific Plan is required to designate 44.2 acres of RD-40 zoned land described as “High Density Residential – RHNA.” The SunCreek Specific Plan shall designate the 44.2 acres of RD-40 as described in **Exhibit 2** of this AHP and commit to development of these lands at a minimum density of 26 dwellings per acre.

B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 6.7 acres (exclusively on-site):

1. ***Required Dedications.*** Landowners shall dedicate to the City the three (3) sites shown in **Exhibit 2** for the construction of affordable housing projects. The requirement to dedicate the three (3) sites shall be agreed to by the Landowners of the property to be dedicated under this Section at the time such Landowners apply for any entitlement related to the sites with the City and through this AHP, provided that City acknowledges that Developer does not own any of such three (3) sites. Developer and Landowners have prepared a Finance Plan as part of the SunCreek Specific Plan to require Landowners not dedicating property to meet affordable housing obligations to pay a “Land Equalization Fee” in order to compensate dedicating Landowners for their share of the dedications. The following guidelines and obligations shall apply to the properties to be dedicated, and are more fully described on **Exhibit 2**:

One (1) site 1.7 acres net buildable
(It is anticipated that this site will be used for senior occupancy)

Two (2) sites 5.0 acres (two 2.5 acre sites) net buildable
(It is anticipated that these sites will be used for family occupancy)

- Parcels shall be rough graded with all utilities in contiguous streets.
- Parcels shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Landowner dedicating the parcel in question.
- Parcels shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Landowners will be required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. Timing of Dedications. The three (3) sites being dedicated under this Section are within Center Districts of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the three (3) parcels under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Landowners required to dedicate sites under this Section shall be required to identify the sites in the integrated plan for the Center District.

At the time of approval for any land division or Tentative Map dividing the land within any Overlay District that contains a housing site to be dedicated to the City, and before any development occurs within such Overlay Districts, the land area and parcels described in **Exhibit 2** shall be depicted and an Irrevocable Offer of Dedication for such properties shall be made to the City.

Step 2: Improvement Plans

- Developer shall prepare an Infrastructure Phasing Plan for the Affordable Housing site for review and approval by the City with the first Tentative Map within the Project. The Phasing Plan shall clearly identify all improvements to be completed prior to dedication of the land and the timing for dedication of the land to the City.

Step 3: Final Map Approval

- Title to the parcels being dedicated under this Section, free from all encumbrances not agreed to in writing by the City, shall be transferred to the City or its designee within 180 days from recordation of the first final map for a Project that contains a housing site to be dedicated to the City (or such later date as the City may approve). At that time, the Landowner shall transfer parcels improved as described in this Section.

In negotiating the land dedication, City was cognizant of its adopted Housing Policy that states: "The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions."

C. SUNCREEK AFFORDABLE HOUSING IN-LIEU FEE: \$1,460 (per market rate unit):

Landowners shall pay an affordable housing in-lieu fee ("Affordable Housing In-Lieu Fee" or "In-Lieu Fee") of \$1,460 per market rate unit. This amount incorporates a reduction of the In-Lieu Fee to reflect a credit for land dedication of \$315 per market rate unit, reducing the In-Lieu Fee from \$1,775 to \$1,460 per market rate unit. The credit for land dedicated under Section B above was calculated using a value of \$7,500 per affordable housing unit.

Beginning on March 1, 2014, the Affordable Housing In-Lieu Fee required under this AHP shall be adjusted annually in March based upon the December to December index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between December and December of each year. This In-Lieu Fee shall be paid to the City no later than prior to issuance of the building permit for each market rate residential unit.

D. OPTION TO PURCHASE ADDITIONAL SITE:

In addition to the individual obligations established for each property ownership with separate Affordable Housing Plans, Callahan Sun Creek, LLC shall grant the City an option to purchase one additional 2.5-acre high density site, zoned RD-40 within the SunCreek Specific Plan, as shown in **Exhibit 2** of this AHP.

In order for the City to preserve the opportunity to expand affordable housing opportunities in the SunCreek Specific Plan area, the City shall have the option to purchase the additional site of 2.5 acres of undeveloped RD-40 property at market appraised value not to exceed \$250,000 per acre. The \$250,000 per acre cap shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index, published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between August and August of each year (non-inflated).

If not earlier exercised, this option shall expire (1) year after the approval of the Housing Element update in 2021. Five years from entering into an Affordable Housing Plan with Callahan Sun Creek, LLC, which shall be subject to the option to purchase, Callahan Sun Creek, LLC may request the City to consider a modification of the term of the option to purchase.

If the City exercises its option on this additional parcel, the transfer of title to this parcel will occur as a result of a normal sale of property, with conditions of sale to be negotiated.

The requirement to provide the City with this purchase option shall be agreed to by Callahan Sun Creek, LLP as landowner of the property designated as the additional site in **Exhibit 2** of this AHP. This option shall be entered into by the City and the Callahan Sun Creek, LLP within 90 days of the City's approval of the SunCreek Specific Plan.

SUMMARY OF PERFORMANCE EXPECTED FROM THE SUNCREEK SPECIFIC PLAN AREA

It is anticipated that the minimum number of affordable units to be developed through the use of dedicated land and In-Lieu Fees will include 75 senior rental units affordable to Low and Very Low Income households. It is also anticipated that a minimum of 130 rental units, affordable to Low and Very Low Income families, will also be developed. At build-out, the SunCreek Specific Plan is expected to contain the following minimum number of dwelling units affordable to the following household incomes:

- Very Low Income: credit for 94 units at Mather Veterans Village
- Low Income: 280 units (estimate)
- Moderate Income (low end) \$200,000 – 220,000): 70 units (estimate)
- Above Moderate Income (>\$220,000): 4409 units (estimate)



555 Capitol Mall, Suite 1200
 Sacramento, California 95814
 tel (916) 556-1531
 fax (916) 556-1516
 www.meyersnave.com

Adam U. Lindgren
 Attorney at Law
 Direct Dial: (916) 556-1525
 alindgren@meyersnave.com

MEMORANDUM

DATE: November 18, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Adam U. Lindgren, City Attorney
COPY: Paul Junker, Planning Director
RE: Modification Sheet for the SunCreek Specific Plan Project Entitlements

Addition to Recommended Motion: We request that if Council makes a motion to approve the recommended actions on the SunCreek Project, at the end of the motion add the phrase:

☐with the modifications in the memorandum dated November 18, 2013 provided to Council by the City Attorney.☐

Since the time the agenda materials for the SunCreek Specific Plan Project were sent to be printed, Staff and representatives for the Developers have identified a few changes that need to be made to the entitlements.

DEVELOPMENT AGREEMENTS

1. Section 3, "Definitions," of all Development Agreements: (i) delete "Conditions of Approval"; (ii) in the definition of "Entitlements" replace all of "(c)" with "(c) the 'SunCreek Specific Plan approved by the City on ____ 2013 by Ordinance No. ____'"; (iii) in the definition of "Entitlements," add "(j) the 'Financing Plan,' approved by the City on ____ 2013 by Resolution No. ____"; (iv) in the definition of "Financing Plan" after "Financing Plan" add "or 'Finance Plan'"; and (v) change the definition of "Participating Developers" to match the names of the Developers as identified in the seventh recital of the Affordable Housing Plans.

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 2

2. Section 5, "Vested Rights," fifth line, of all Development Agreements, replace "5.7" with "5."
3. Section 5.4, seventh line, of all Development Agreements, delete ", within thirty (30) days,". Also amend section to capitalize "federal" in title of Section and lower case "state" and "federal" throughout the rest of the section.
4. Section 5.8, first line, of all Development Agreements, replace "13.1.1" with "14.1.1."
5. Section 5.10 of all Development Agreements, replace all references to "Homeowner's," "Homeowner" and "Homeowner's" with "Homeowners."
6. Section 6.2 of all Development Agreements, move the second to the last sentence to the end of the paragraph so that it is the last sentence.
7. Section 7.1 of all Development Agreements, in the first line, strike "Conditions of Approval."
8. Section 11.4, third line from the bottom, of all Development Agreements, replace "10.4" with "11.4."
9. Section 21, Indemnification from Construction, Improvement, Operation and Maintenance Claims," sixth line from the bottom, of all Development Agreements, add the word "gross" before the word "negligence."
10. Section 22.5 of all Development Agreements, replace "21" with "22."
11. Section 24, "Notices," of all Development Agreements, add the following notice information for Developers:

Grantline & Chrysanthy 220 Investors, LLC:
 Grantline & Chrysanthy 220 Investors, LLC
 Attn: Angelo Christie
 5524 Fair Oaks Blvd.
 Carmichael, CA 95608
 Fax: 916-383-0552
 E-mail: angelochristie@gmail.com

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 3

Shalako Investors, a California Limited Partnership:

Shalako Investors, a California Limited Partnership
 Attn: William M. Campbell, III
 11344 Coloma Road, Suite 350
 Gold River, CA 95670
 Fax: (916) 859-5949
 Email: williamc@sparetimeinc.com

Chris N. Vrame, et al.:

Chris Vrame or Vinton Hawkins
 3445 American River Dr., Suite A
 Sacramento, CA 95864
 Fax: (916) 974-3390
 E-mail: Cvrame@sierraholdings.com
 Vinton@hawkinsholdings.net

Lennar Sierra Sunrise, LLC:

Lennar Sierra Sunrise, LLC
 Attn: Larry Gualco
 1420 Rocky Ridge Drive, Suite 320
 Roseville, CA 95661
 Fax: (916) 746-8599
 E-mail: larry.gualco@lennar.com

Robert A. Gilmartin, et al:

Robert Gilmartin and William Trevor
 c/o Investek Properties, LLC
 48 Park Road
 Burlingame, CA 94010
 Phone: (650) 347-1279
 E-mail: whtrevor@investek.com
 ragilmartin@investek.com

Callahan Sun Creek, LLC, et al:

Callahan Sun Creek, LLC
 Attn: Mr. Gerry N. Kamilos, Manager Member
 11249 Gold Country Blvd., Ste. 190
 Gold River, CA 95670
 Phone: (916) 631-8440

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 4

Fax: (916) 631-8445
 E-mail: gkamilos@kamilos.com

12. Section 24, "Notices," of all Development Agreements, add the following notice names and addresses for the City:

CITY OF RANCHO CORDOVA
 Planning Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax: (916) 851-8762
 E-mail: pjunker@cityofranchocordova.org

13. Signature block, page 23, for the Development Agreement with Lennar Sierra Sunrise, LLC, amend to read as follows:

LENNAR SIERRA SUNRISE, LLC,
 a California limited liability company

By: Lennar Homes of California, Inc.,
 a California corporation
 Its: Managing Member

By: _____
 Name: Larry Gualco, Vice President
 Date: _____

14. The preamble on page 1 listing the names of the Parties and the signature block under "DEVELOPER" on page 23 of the Affordable Housing Plan with Shalako Investors, a California Limited Partnership, replace "a California limited partnership" with "A CALIFORNIA LIMITED PARTNERSHIP."

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
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AFFORDABLE HOUSING PLANS

1. The preamble on page 1 of all Affordable Housing Plans, add the following sentence as the second to the last sentence of the paragraph: "City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party." In all Affordable Housing plans, as Global Change, replace "party" or "parties" with "Party" or "Parties" when it refers to City and Developer.
2. The ninth recital of all Affordable Housing Plans, third line, delete "conditions of approval" and replace with "entitlements ("Entitlements" mean all the "Entitlements" and "Subsequent Approvals" as defined in the Development Agreement for the Property."
3. Section II(C) of all Affordable Housing Plans, title and first sentence, replace to read as follows: "Review of Acreage. Review of RHNA designated acreage will occur as conditions and/or allocations by SACOG change." Also in Section II(C), in the second sentence, delete "such," and after "future adjustment" add "to the City's RHNA allocation."
4. Section III(C), fourth paragraph, second line, of all Affordable Housing Plans, add the word "current" before "challenging" and delete "of the immediate time."
5. Section VIII, "BREACH," of all Affordable Housing Plans, lines 3 and 4, replace "conditions of approval" with "Entitlements." Lines 4 and 5, replace "any entitlement(s)" with "the Entitlements."
6. Section XIII, "INDEMNIFICATION," fifth line from the bottom, of all Affordable Housing Plans, add the word "gross" before the word "negligence."
7. Section XVI, "NOTICES," of all Affordable Housing Plans, add the following notice information for Developers:

Grantline & Chrysanthy 220 Investors, LLC:
 Grantline & Chrysanthy 220 Investors, LLC
 Attn: Angelo Christie
 5524 Fair Oaks Blvd.
 Carmichael, CA 95608
 Fax: 916-383-0552
 E-mail: angelochristie@gmail.com

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 6

Shalako Investors, a California Limited Partnership:
 Shalako Investors, a California Limited Partnership
 Attn: William M. Campbell, III
 11344 Coloma Road, Suite 350
 Gold River, CA 95670
 Fax: (916) 859-5949
 Email: williamc@sparetimeinc.com

Chris N. Vrame, et al.:
 Chris Vrame or Vinton Hawkins
 3445 American River Dr., Suite A
 Sacramento, CA 95864
 Fax: (916) 974-3390
 E-mail: Cvrame@sierraholdings.com
 Vinton@hawkinsholdings.net

Lennar Sierra Sunrise, LLC:
 Lennar Sierra Sunrise, LLC
 Attn: Larry Gualco
 1420 Rocky Ridge Drive, Suite 320
 Roseville, CA 95661
 Fax: (916) 746-8599
 E-mail: larry.gualco@lennar.com

Robert A. Gilmartin, et al.:
 Robert Gilmartin and William Trevor
 c/o Investek Properties, LLC
 48 Park Road
 Burlingame, CA 94010
 Phone: (650) 347-1279
 E-mail: whtrevor@investek.com
 ragilmartin@investek.com

Callahan Sun Creek, LLC, et al.:
 Callahan Sun Creek, LLC
 Attn: Mr. Gerry N. Kamilos, Manager Member
 11249 Gold Country Blvd., Ste. 190
 Gold River, CA 95670

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 7

Phone: (916) 631-8440
 Fax: (916) 631-8445
 E-mail: gkamilos@kamilos.com

8. Section XVI, "NOTICES," of all Affordable Housing Plans, add the following notice names and addresses for the City:

CITY OF RANCHO CORDOVA
 Planning Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax: (916) 851-8762
 E-mail: pjunker@cityofranchocordova.org

9. Exhibit 3, Section D, "OPTION TO PURCHASE ADDITIONAL SITE," second paragraph, third line, of all Affordable Housing Plans, except for the Affordable Housing Plan with Callahan Sun Creek, LLC, *et al*, delete "not to exceed \$250,000 per acre" and replace with "; provided, however, that regardless of the appraisal, in no event shall the amount the City pays the developer exceed \$250,000 per acre."

10. The preamble on page 1 listing the names of the Parties and the signature block under "DEVELOPER" on page 11 of the Affordable Housing Plan with Shalako Investors, a California Limited Partnership, replace "a California limited partnership" with "A CALIFORNIA LIMITED PARTNERSHIP."

11. Section I of the Affordable Housing Plan with Callahan Sun Creek, LLC, *et al*, replace reference to "Exhibit -1" with "Exhibit 1-A."

12. Section III(D), second paragraph, third line, of the Affordable Housing Plan with Callahan Sun Creek, LLC, *et al*, delete "not to exceed \$250,000 per acre" and replace with "; provided however, regardless of the appraised value, in no event shall the amount the City is required to pay Developer, exceed \$250,000 per acre."

To: Honorable Mayor and Members of the City Council
 From: Adam U. Lindgren, City Attorney
 Re: Modification Sheet for the SunCreek Specific Plan Project Entitlements
 Date: November 18, 2013
 Page: 8

13. Signature block, page 10, for the Affordable Housing Plan with Lennar Sierra Sunrise, LLC, amend to read as follows:

LENNAR SIERRA SUNRISE, LLC,
 a California limited liability company

By: Lennar Homes of California, Inc.,
 a California corporation
 Its: Managing Member

By: _____
 Name: Larry Gualco, Vice President
 Date: _____

AUL:JMS

**B. SUNCREEK AFFORDABLE HOUSING LAND DEDICATION: 1.7 ACRES
(exclusively on-site):**

1. **Required Dedications.** Developer shall dedicate to the City one (1) site as shown in **Exhibit 2** for the construction of affordable housing projects. The following guidelines and obligations shall apply to the property being dedicated by Developer. Additional requirements are described on **Exhibit 2**:

One (1) site 1.7 acres net buildable *senior*
(It is anticipated that this site will be used for family occupancy) ✓

- Parcel shall be rough graded with all utilities in contiguous streets.
- Parcel shall be dedicated to the City (which may be in the form of an irrevocable offer to dedicate by a time certain, acceptable to the City), or an entity designated by the City, with or prior to the recordation of a large lot map or, in the case where there is no large lot map, prior to the recordation of the first map representing the first entitlement issued to the Developer.
- Parcel shall be free and clear of all exceptions to title, including financing and special assessments of any kind, unless placed on the parcels by the City or agreed to by the City.
- City commits to inviting adjoining developers to review all plans associated with the development of the affordable housing parcels.
- Developer is required to cooperate in the timely development of the subject affordable housing parcel, including, but not limited to, the sharing of information related to development, identification of development obstacles, etc.

2. **Timing of Dedications.** The parcel being dedicated under this Section is within a Center District of the SunCreek Specific Plan. Development within Center Districts requires special administrative procedures and more analysis than tradition zoning districts during the entitlement review process. Conveyance of the one (1) parcel under this Section (as described in **Exhibit 2**) shall be done in a three-step process intended to mirror, as closely as possible, the parks land dedication process under City Development Agreements.

Step 1: Integrated Plan and Tentative Map Approval

- Pursuant to the SunCreek Specific Plan, development in any Center District requires an integrated plan for the entire district that is consistent with the City's Municipal Code. Developer shall identify the parcel being dedicated under this AHP in Developer's integrated plan for the Center District containing the parcel being dedicated.

At the time of approval for any land division or Tentative Map dividing the land within the Overlay District containing the housing site to be dedicated to the City, and before any development occurs within such Overlay District, the parcel, as described in **Exhibit 2**, shall be depicted and an Irrevocable Offer of Dedication for such parcel shall be made to the City.

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: CITY OPEN SPACE GUIDELINES



RECOMMENDATION

Staff recommends the City Council Adopt Resolution No. 130-2013, thereby adopting City Open Space Guidelines

RESULT OF RECOMMENDED ACTION

Adoption of the City Open Space Guidelines would provide a framework for the designation, design and general operation of open space lands. The Open Space Guidelines are the result of a collaborative process of City staff and members of the development community and would establish an overall system of community gathering places and trail corridors that would add to the livability of new communities within Rancho Cordova.

BACKGROUND

The City of Rancho Cordova and representatives of the Building Industry Association (BIA) worked through much of 2012 to identify ways to reduce the overall costs of development while still maintaining the fundamental goals that the City Council has established for new development. A key determination by the City Council was that the required City Open Space standard could be reduced from 1.75 acres per 1,000 residents to 1.0 acres per 1,000 residents. This determination was supported by detailed analysis by the Cordova Recreation and Parks District (CRPD) that demonstrated traditional parks within the community could accommodate both active recreation facilities (ball fields, courts, etc.) and a reasonable amount of open and unprogrammed space.

From the first discussions of the vision for Rancho Cordova's future, it has been a clear priority of the community and the City Council to provide an enjoyable community setting in new development that supports outdoor recreation, provides safe and attractive bicycle and pedestrian routes, and allows residents to enjoy natural open space near their homes. The attached Open Space Guidelines represent an evolution of concepts that formed during the preparation of the City's first General Plan and were refined as major development projects were reviewed by the City. These Guidelines, much like the General Plan itself, have both guided the design of projects and been influenced by the opportunities and constraints identified during the review of development proposals. As such, approved projects and projects currently underway are relatively consistent with the proposed Open Space Guidelines.

While open space standards had been contemplated during earlier project reviews, these proposed Open Space Guidelines are the result of a focused and collaborative effort by City staff and key members of the development community. This has resulted in a document that is tailored to both achieve the City's vision for community and provide a framework that meets the requirements of the development community.

While the reduction in required City Open Space that was endorsed by Council in the BIA discussions will reduce the total green space within future development, the Open Space Guidelines will ensure that the goals of gathering places, pedestrian and bicycle mobility, and the interface of nature and urban development will contribute to a pleasing and enjoyable community. As such, staff assumes that adoption of the Open Space Guidelines is an important and necessary action that will take place in conjunction with reducing the amount of required open space land within future development projects. In short, these Guidelines are intended to "do more with less" in the realm of City open space.

Key Components of the Open Space Guidelines

The attached Guidelines address community open space in two basic categories:

1. Community Places – These are lands where people can meet, relax and enjoy passive open space in a small, park-like setting. The key feature of these spaces is that they offer a place or destination, sometimes relatively small in size, where residents can relax, meet and spend a bit of time. Community Places may be provided as small, stand-alone sites or the land required under this type may, in some cases, be incorporated into larger traditional park sites. Community Places are comprised of land required under the City's standard of 1 acre of open space per 1,000 residents.
2. Green Infrastructure – These features are intended primarily to provide mobility for pedestrians and bicyclists. At the smallest scale Green Infrastructure refers to enhanced street frontages that create safe and attractive corridors for pedestrians. At its largest scale these feature are the major pedestrian and bicycle corridors that connect various districts of the City – these major corridors are also mapped in the City's Bicycle Master Plan. Also within Green Infrastructure are design guidelines related to drainage channels and basins – the Draft Open Space Guidelines envision drainage facilities that are visually and aesthetically pleasing, as well as being highly functional flood control facilities. There is no set acreage stand for Green Infrastructure. Rather, the Guidelines describe a functional outcome that should be incorporated into the design of development projects.

Applying the Open Space Guidelines

As noted above, the concepts within the proposed Open Space Guidelines have been drafted in conjunction with development projects under consideration by the City. Therefore, the Guidelines and currently proposed projects enjoy a relatively high level of consistency. In applying the Guidelines in the future, staff sees two primary types of project reviews: amendment to previously approved projects and completion of projects currently under review.

Previously Approved Projects

As discussed in the Study Session for the Grantline 98 project and in the recent action on the Montelena project, development applications approved by the City in the past included a greater

amount of park and open space lands than was endorsed by the Council during the BIA discussions. Therefore, these previously approved projects typically will seek a reduction in the amount of park and open space through an amendment to the previous project approval.

In the cases of Grantline 98 and Montelena, City staff was supportive of park and open space reductions based upon the amended project complying with the following:

- The new projects would comply with the City's anticipated standard of 5 acres of parks and 1 acre of City open space per 1,000 residents.
- The new projects would effectively meet the recreational and mobility needs of residents.
- Elimination of open space lands would not leave residents underserved in any neighborhoods of the project.
- The projects would continue to meet the City's expectations of providing an overall high quality environment that would compare favorably with neighborhoods in nearby jurisdictions.

For these two development projects, small, neighborhood scale open space sites were eliminated, but there were nearby facilities retained within close walking distance that served the same function as the green space proposed for elimination.

When considering the elimination of green spaces within an approved project it is always concerning that the project could be less attractive to residents or that the project would not meet resident needs as well. Balanced against these natural concerns are the factors of reducing overall park and open space improvement costs, providing greater opportunities (additional home lots) for the developer to generate revenue and invest in other aspects of the project, and reducing the maintenance obligations to be funded by the future residents of the project.

In addition to the Douglas 98 and Montelena projects, it is possible that developers representing other approved projects will seek to amend their projects. These additional projects could include the Sunridge Specific Plan projects of Lot J, Douglas 103, Arista del Sol, Grantline 208 and Anatolia IV and the overall Rio del Oro Specific Plan. Should these projects request amendments, staff will immediately schedule early review of the projects to allow Council input in advance of formal action.

Projects Currently Under Review

The review of the Suncreek Specific Plan is scheduled for completion at the same meeting the Open Space Guidelines are scheduled for review. The project has been reviewed for consistency with a revised City open space obligation (1.0 acre per 1,000 population versus the previous 1.75 acres per 1,000 population) and has been developed with consideration given to the concepts of these Open Space Guidelines.

The City has two additional major projects under review at this time: The Arboretum Specific Plan and The Ranch Special Planning Area. Plans for these projects have been developed over a period of years and they generally meet the intent of the Open Space Guidelines.

It is significant to note that some of the features described in the proposed Open Space Guidelines are not mapped at the master plan level. The fine grained features of pedestrian and bicycle improvements and enhancement of drainage facilities might not be determined until either the tentative map phase or until improvement plans for specific facilities are prepared. As

such, the proposed Open Space Guidelines are intended to bridge the development process from master plan to the final design of specific facilities.

COUNCIL INPUT

The City Council held a work session on July 23, 2013 to review the Draft Open Space Guidelines. During that review, staff received generally favorable comments and direction from the Council, with the following specific issues noted for further revisions:

Project Review Process: Council noted concern that a requiring an independent Open Space Plan during review of a development project appeared unnecessarily complex. Requirements for this stand-alone Open Space Plan have been removed from the Guidelines and replaced with references that the overall project application shall identify how the project incorporates open space amenities.

Maintenance Guidelines: Council noted that Draft Guidelines contained substantial discussions on maintenance that were beyond the level of treatment needed or appropriate. Discussions of maintenance for individual amenity types (i.e. Neighborhood Greens, Paseos, etc.) have been removed and the remaining discussion of maintenance at the end of the Guidelines has been shortened and focuses on providing enough information to support the design of facilities and amenities. Discussions of specific maintenance practices and responsible parties have been eliminated.

OUTREACH AND INPUT

The City Open Space Guidelines were prepared over a period of nine months working closely with individuals involved with three of the largest planned projects within the City. A set of City open space guidelines has been contemplated for several years and the approach of this document has been adjusted in response to actual development proposals within the City.

City staff met with members of the BIA involved with development along Highway 50 on June 11, 2013 to present the Draft City Open Space Guidelines. BIA members in attendance were supportive of the City adjusting its open space standard, but had little specific input to offer on the Guidelines either at the meeting of June 11 or during follow up discussions with BIA members. Council reviewed the Open Space Guidelines on July 23, 2013 during a Work Session – no substantive comments from the public were received during or following this work session.

ATTACHMENT

Resolution No. 130-2013, including the Council Draft City Open Space Guidelines, November 18, 2013 (**Exhibit A**).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 130-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA ADOPTING CITYWIDE DESIGN GUIDELINES**

WHEREAS, the City of Rancho Cordova ("City") has determined that open space amenities within the community are key features to creating a desirable and livable community; and

WHEREAS, the Open Space, Trails and Parks Element of the City's General Plan includes Goals, Policies and Actions that recognize the importance of open space within the community; and

WHEREAS, the Action OSPT.2.1.1 of the General Plan calls for the adoption of City Open Space Standards; and

WHEREAS, it is the intent of the City to utilize the Open Space Guidelines in the evaluation of proposed development projects; and

WHEREAS, notice of the proposed adoption of the Open Space Guidelines was provided in accordance with Government Code Section 65091.

**NOW, THEREFORE, the City Council of the City of Rancho
Cordova does hereby resolve as follows:**

1. To adopt the Open Space Guidelines dated November 18, 2013;
2. To find that the adoption of the Design Guidelines is exempt from the California Environmental Quality Act because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA § 15060):

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



CITY OPEN SPACE GUIDELINES CITY OF RANCHO CORDOVA

COUNCIL REVIEW DRAFT
NOVEMBER 18, 2013



CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

1 . INTRODUCTION AND OVERVIEW

The City of Rancho Cordova is committed to creating a vibrant and diverse community for residents and visitors alike. Residents have consistently rated open space, parks, and trails, among the most important amenities within the community and these Open Space Guidelines will ensure the development of open space amenities within Rancho Cordova.

Given the demand for new homes regionally, and trends toward more affordable homes, the City will likely develop in a form that is more dense than historic regional suburban patterns. While this provides a variety of environmental and social benefits, the higher density urban form creates a greater demand and need for park and open space amenities as private backyards begin to transition to more shared community spaces. Rancho Cordova envisions a linked open space system comprised of parks, natural areas and trail systems that will provide a pattern of continuous interconnected open space that is closely intertwined with urban uses at multiple points.

The City of Rancho Cordova recognizes the burden that park and open space requirements can place upon a given development project. In addition to the City's Open Space standard described herein, a new development would be required to provide traditional park facilities and possibly be required to set aside additional lands for mitigation or preserve purposes. Acknowledging that this obligation is not small, the City Open Space Guidelines integrate with other facility requirements (parks, drainage, environmental preserves, etc.) to maximize community benefits and minimize additional costs to developers. These Guidelines promote meaningful green spaces within a project in order to connect to an overall circulation system of pedestrian amenities. It is anticipated that by creating a cohesive Open Space Plan for all development projects that the quality of life for future residents will be increased, which in turn, effectively raises the value of properties within the City.

2. FOCUS AND APPROACH OF THE CITY OPEN SPACE GUIDELINES

This document establishes the framework for a comprehensive open space network with specific details for City open space amenities. The overall network of open lands of Rancho Cordova can be divided into three general categories: 1) City Open Space (Community Places and Green Infrastructure); 2) Protected Areas and Mitigation Lands; and 3) Parks and Recreation.

City Open Space

City Open Space refers to lands other than traditional parklands that are developed and improved (versus left primarily in a natural state), are accessible to the public and are maintained by the City. These lands include **"Community Places"**, such as neighborhood greens, community gardens, public plazas, etc., and **"Green Infrastructure"** such as trail systems, detention basin facilities, greenstreets, etc. as described further in these Guidelines. City Open Space lands are the sole subject of these Design Guidelines.

Protected Areas and Mitigation Lands

Protected areas and mitigation lands are properties set aside specifically for the preservation of plant life and/or wildlife and associated habitats, such as wetlands and vernal pool preserves. For the purposes of these Guidelines, protected areas and mitigation lands are not considered City Open Space, as described above, as they are not developed, accessible to the public or maintained by the City. However, the City will typically seek the siting of publicly accessible trails outside of and along the edges of such preserves.

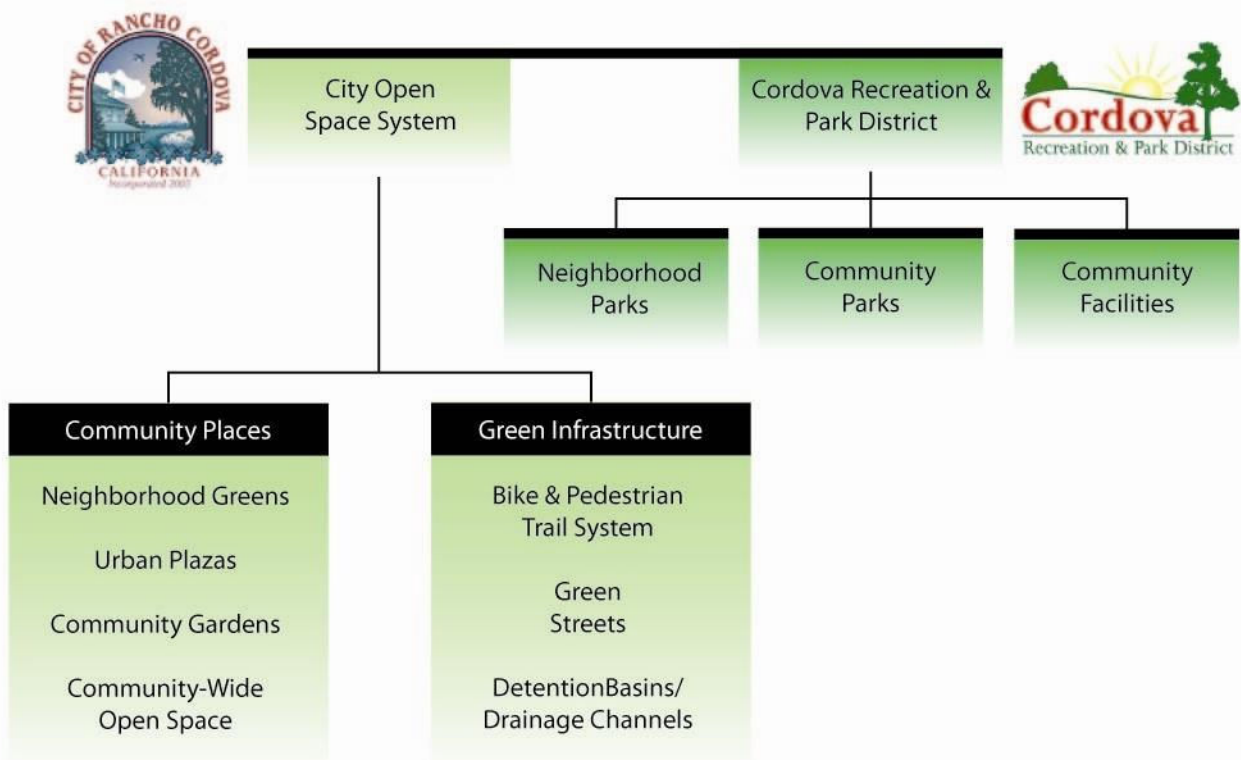
CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

Parks and Recreation

Traditional park and recreation land is an important community resource that serves the recreational needs of community residents. Parks and recreation facilities vary and include neighborhood and community parks and may include special recreation facilities such as an aquatic center and sports field and are maintained by Cordova Recreation and Park District. For the purpose of these Guidelines, traditional park and recreation lands are not considered City Open Space as they are programmed and maintained by Cordova Recreation and Park District.

These Open Space Guidelines do not define park requirements. However, the open space system will provide connections between parks and will enhance the traditional park system within the City. While all open space and park lands within Rancho Cordova serve important functions, these Guidelines specifically address City Open Space, and do not address Natural Areas and Mitigation Lands nor Parks and Recreation.

City of Rancho Cordova Parks and Open Space Components



CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

3. VISION, GOALS, POLICIES AND GUIDING PRINCIPALS

VISION

The VISION for the City of Rancho Cordova Open Space Design Guidelines is to provide a framework for the design of open space, with a focus on how open space facilities and amenities should be provided in newly developing and re-developing portions of the community. These Guidelines address how Community Places and Green Infrastructure will be incorporated within community and neighborhood design to create livable, functional, sustainable and aesthetic communities that stand the test of time.

GOAL 1

Create a variety of human-scaled Community Places for residents and visitors to Rancho Cordova to meet, socialize, recreate and enjoy nature in convenient and accessible locations throughout communities.

GOAL 2

Provide an inviting and attractive Circulation System for pedestrians and bicyclists that is designed to promote linkages for residents to neighborhoods and destinations within communities and throughout the City.

GOAL 3

Design open space features in a way that provides maximum benefits to residents but is also sensitive to costs and efficiencies for the provision of lands, improvements and on-going maintenance of open space features and related community infrastructure.

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

4. CITY OPEN SPACE COMPONENTS DEFINED

City Open Space is comprised of two distinct categories called **Community Places** and **Green Infrastructure**. A notable distinction between these two types of City Open Space is that a specific number of acres of Community Places are required for a given population to meet a “measurable standard”; while Green Infrastructure is required to meet a “functional standard” such as enhancing pedestrian/bicycle and neighborhood connectivity, or enhancing drainage basin design to promote recreational and aesthetic features in the community.

4.1 Community Places

com mu ni ty [kuh-myoo-ni-tee]—noun

1. a social group of any size whose members reside in a specific locality, share government, and often have a common cultural and/or historical heritage.

place [pleys]—noun

1. a specific region or area.
2. an open space, or square, as in a city or town

Community Places are defined as “the places where people or groups will meet and gather.” These Guidelines specifically address places that are developed (or improved) and are accessible to the public but are not traditional active recreational park lands.

Community Places function as attractive “destinations” within a neighborhood or community that provide spaces for people to gather and socialize or relax and commune with nature. Community Places are typically located separate from active park lands and differ from traditional parks in that they serve a smaller, local population and provide flexible space for un-programmed activities. Locations for Community Places may vary; among many possible locations they could be located at the center of a residential neighborhood, at the edge of a natural area, or within a commercial area. Community Places are intended to stimulate synergy and cohesiveness within a neighborhood or area and to create opportunities for people to gather and recreate.

Below are some suggested types of land uses that, depending on design and amenities, may meet the Policy, Goal and Vision requirements set forth above for Community Places; other options may exist and should be considered on a project-by-project basis.

- Neighborhood Greens
- Urban Plazas / Town Greens
- Community Gardens / Rose Gardens / Display Gardens
- Water Resources / Streams / Ponds / Lakes
- Designated Places within Pedestrian Paseos
- Private Recreation Facilities (considered on a case-by-case basis)
- Community-Wide Open Space Facilities / Outdoor Amphitheaters

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

4.2 Green Infrastructure

green [green]—adjective

1. *environmentally sound or beneficial.*

in fra struc ture [in-fruh-struhk-cher]—noun

1. *the basic, underlying framework or features of a system or organization.*

2. *the fundamental facilities and systems serving a country, city, or area, and transportation and communication systems, water, sewer and drainage facilities, power plants, schools, etc..*

Green Infrastructure is defined as the underlying functional features of an organized community; herein specifically addressing methods of improving pedestrian/bicycle mobility and neighborhood connectivity, enhancing multi-function drainage facilities and utility easements, and designing pedestrian-friendly streetsystems.

Green Infrastructure refers to methods by which a "functional" feature of a neighborhood or community, such as regional and local trail systems, is enhanced to make the feature more aesthetically pleasing and therefore a more attractive circulation choice for use by pedestrians and bicyclists. Green Infrastructure also refers to the creation of "Green Streets" which are streets with enhanced pedestrian amenities such as wider sidewalks, angled parking, curb-side landscape strips and median refuge areas that increase pedestrian safety and therefore increase use by pedestrians.

Below are some suggested types of features that, depending on design and amenities, may contribute to meeting the Policy, Goals and Vision requirements set forth for Green Infrastructure; other options may exist and should be considered on a project-by-project basis.

- Pedestrian & Bike Trail System
- Trail Nodes and Trailheads
- Pedestrian Paseos (mid-block cut-thru streets or between-building enhanced passageways)
- Utility Easements (with trail in a naturalized setting)
- Green Streets (pedestrian-amenitized collector streets w/ traffic calming)
- Enhanced Local Residential Streets (with landscaped parkways & separated sidewalks)
- Enhanced detention basins / water quality features / drainage ways (with landform grading, naturalized vegetation, trail, etc.)

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

5. IMPLEMENTATION OF OPEN SPACE GUIDELINES

These Guidelines will be implemented primarily through the review of applications for development proposals. Compliance with these Guidelines will **typically** be addressed at the initial entitlement stage of Specific Plan review. The City will also consult these Guidelines as it undertakes the design of public improvements that interface with open space such as drainage infrastructure, City-sponsored transportation projects, and local and regional trail projects.

5.1 Standard of Compliance

As noted above, the City open space system is comprised of two basic categories of features: Community Places and Green Infrastructure. In processing development proposals, the City shall review the project's Open Space Plan and apply the following standard of review:

Community Places:

- Total acreage of lands qualifying as Community Places shall equal one (1) acre of land per 1,000 residents; and
- Of land required as Community Places, at least one-half shall be provided as small, stand-alone public spaces (Neighborhood Greens or Urban Plazas/Town Greens); and
- Land constituting Community Places shall be improved generally consistent with standards provided herein, accepting that unique conditions within projects may dictate alternative design solutions.

Green Infrastructure:

- Green Infrastructure lands shall include a public access component and typically shall contribute to non-vehicular circulation within the proposed project; and
- No specific amount of land is required to meet the Green Infrastructure requirements; and
- Specific project features shall be designed generally consistent with standards herein, accepting that unique project circumstance may dictate alternative design solutions.

5.2 Applying Standard of Compliance to a Project

As described in detail throughout these guidelines, City Open Space is intended to provide a cohesive recreation and circulation system throughout a project's development foot print. City Open Space is intended to be the connecting tissue for the community, offering both places to meet and recreate, as well as routes to move comfortably on foot or bicycle. It is intended to capture the spaces in between parks, residential lots, and restricted mitigation lands, creating a cohesive development that will be highly valued by future residents. It is not intended to be an excessive burden, but neither is it intended to be a collection of remainder sites that are unsuitable for development. Following these guidelines ensures that project features will be designed together to achieve the desired trails, parks, and other circulation within a given project.

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

5.3 Open Space Planning at the Master Plan Level

Within the review of development projects, the City will require a discussion of how the project complies with these guidelines, including a comprehensive map, diagram, narrative, or combination thereof. Within the Master Plan/Specific Plan review process, the project documents should identify, to the extent feasible, the following items:

- Identification of lands that are to be dedicated to comply with the City's Open Space Guidelines.
- General descriptions of the amenities to be provided within City Open Space.
- Conceptual improvements that will enhance Green Infrastructure within the project.
- As part of a project finance plan or similar document, identify conceptual funding strategies for the improvement and maintenance of City Open Space.
- Typical development standards for City Open Space, such as open space corridor widths, improved trail widths.
- A table demonstrating how the project conforms with park and open space land obligations.

5.4 Open Space Design at the Project Level

The City recognizes that certain aspects and design of Open Space amenities will not occur until specific road alignments and lot patterns are established – typically occurring at the tentative map level. Whether processed concurrently with a master plan document (specific plan) or as a subsequent review/entitlement, the City will require submittal and approval of concepts for open space amenities within the review of project tentative maps. Within the tentative map review process, the Open Space Plan shall identify, at a minimum, the following items:

- Specific locations for all lands that contribute to compliance with the City Open Space Guidelines.
- Identification of amenities included in required Community Open Space.
- Specific funding mechanism(s) through which open space improvements will be constructed.
- Identification of responsible parties for maintenance and operation of City Open Space.
- Conceptual site plan(s) for City Open Space, including conceptual landscape plan(s), preliminary plant list(s) and general irrigation approaches.
- A table demonstrating how the project conforms with park and open space land obligations.

5.5 City Open Space Design Principles

The following guidelines and specific design elements define a distinct character for the City's Open Spaces. The intent of these guidelines is to provide direction when the City reviews development applications or seeks to construct City sponsored facilities. These guidelines should be reviewed in conjunction with Rancho Cordova's General Plan, Design Guidelines, Pedestrian and Bicycle Master Plans, and any specific plans and/or other governing documents associated with the project.

In addition to the more detailed guidance for Community Places and Green Infrastructure that follow, there are various Guiding Principles that apply across all types of open space.

- Maximize the visual and functional benefits of City Open Space by locating elements close to homes, centers, parks, and other developments.

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

- Accommodate both the physically fit and individuals with less mobility (seniors, young families, etc.). Walking routes and placement of amenities must consider and provide for the needs of users with disabilities.
- Quick and easy access to City Open Space should occur within 0.2 -0.4 miles of most or all homes within a proposed project.
- Paving materials, landscapes and amenities should vary with settings, with higher levels of finish and amenities in urban settings and lower levels of amenities and more drought tolerant landscapes in naturalized areas.
- City Open Space should incorporate unified site amenities such as street furniture, lighting, signage and way-finding elements, drinking fountains, picnic tables, trash receptacles and bicycle racks.
- Use of native plants or plant species that are drought tolerant and provide habitat suitable for native species should be given priority and utilized where appropriate. Plant materials should be grouped according to light and water requirements. Plant material should include trees, turf, shrubs and/or groundcover as appropriate for the area and the design of the open space.
- Automatic irrigation systems should be utilized and meet the City of Rancho Cordova's specifications. Irrigation backflow preventers, valve boxes, and utility boxes should be located in screened areas away from open turf.
- Retain existing significant trees and/or features wherever possible.
- Electrical and water service should be provided for efficient maintenance as needed.
- City standard curb & gutter should be utilized and detached sidewalks should be utilized for larger open spaces. Vehicular access barriers should be utilized where necessary.
- Promote safety and security by providing adequate lighting and allowing visual and physical connection between the open space and adjacent land uses.
- Placement should be designed to address linkages between higher densities, destinations and features.

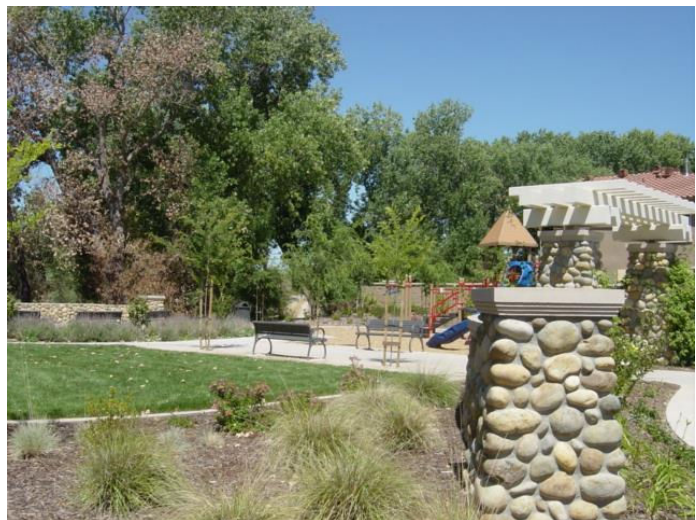
CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

6. COMMUNITY PLACES DESIGN GUIDELINES

Community Places will be provided in a variety of types and scales, ranging in size from the local Neighborhood Green up to Community-Wide Open Space. This diversity in size and programming of Community Places is intended to provide broad benefits and recreational opportunities to the entire community, regardless of age, family circumstances or personal interests. The following design guidance will be used to evaluate development projects. Consistency with these guidelines must be achieved in order for the Community Place to be attributed to the project's minimum open space requirements. Should another type of Community Place be included in a project, an equivalent level of design standard is expected and will be determined on a project-by-project basis.

6.1 Neighborhood Greens

The most commonly-occurring type of Community Place is a Neighborhood Green. Neighborhood Greens are small-scale urban and suburban open spaces. They generally serve as places to meet, gather, socialize, commune with nature or otherwise participate in passive recreation activities. Neighborhood Greens provide a restful place to relax and unwind or to walk and talk. These areas offer seating opportunities and could have a small children's play area.



Neighborhood Greens are typically small developed and landscaped areas generally within residential neighborhoods in new development areas. They may be comprised of various features and should vary determined on the project and community opportunities. Neighborhood Greens provide publicly accessible landscaped spaces in an urban or suburban setting, outside of traditional, programmed park lands. In some areas they may be located and designed to serve dual uses, such as a node or gateway plaza, where a space is designed to facilitate direct access for neighbors from one area or neighborhood to another but also allows space for people to linger and mingle. These areas provide close destinations for neighbors to meet and socialize. Neighborhood Greens may also serve as access points to a commercial area, greenway or trail network.

Design Guidelines

- Location of Open Space should be coordinated with traditional parks within the community master planning process to enhance local service areas to families within close proximity.
- Neighborhood Greens vary in size and typically range from one-half to 2 acres in size.
- Locations should consider users within a four-block radius so residents can walk to Neighborhood Greens without crossing a major street.
- Walkable locations away from parks are preferred to provide varied open spaces for under-served neighborhoods.
- Create a sense of entry for the Neighborhood Green through the use of trees, entry features, special paving materials and the mass of adjacent building elements near the

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

open space. Varied surface materials are encouraged and hard-surfaced areas should be provided next to play lots or as widened portions of pathways.

- Distinguish areas by a special design feature, for example a tree variety, amenity, etc., to give area a special character.
- Provide interior trail loops to connect pedestrian & bike routes within the Neighborhood Greens that connect to the surrounding neighborhood.
- Multi-purpose tables and shade structures may be incorporated for larger Neighborhood Greens.

6.2 Urban Plazas / Town Greens

Urban Plazas/Town Greens are a type of Community Place that provides for congregation, socializing and community events/activities. It is anticipated that Village Centers and Town Centers will incorporate plazas and outdoor café seating, within both retail oriented and office commercial uses. In cases where a development project provides an expanded public gathering space and either dedicates land to the City or enters into agreements allowing public use (City supported events), the City will consider appropriate credit against the developer's Community Places obligation.

It is anticipated that urban plazas that are designated as City Open Space will integrate seamlessly with surrounding development – it should not be obvious where private property meets public space. The specific amenities included within Urban Plazas/Town Greens will be determined on a site-by-site basis by the developer and the City. Typical amenities will likely include outdoor seating, trash receptacles and bicycle parking. Additionally, it is expected that urban plazas and town greens will include features of interest, such as fountains, art work, engaging landscaping or other unique structures/treatments. Urban Plazas typically incorporate mainly hardscape areas with some, formal landscaping in planter boxes or other structured areas. Comparatively, a Town Green would typically incorporate more green areas such as a lawns or other extensive landscaping with some limited hardscape, resulting in a softer feel.

Design Guidelines



an interesting setting.

- Provide convenient and pleasant street, pedestrian and bicycle connections through greenstreets, paseos and other innovative circulation facilities to neighboring uses.
- Central location – Urban plazas should be mini town centers that compliment surrounding uses as both a draw for visitors and as a place to relax and socialize.

- Integrate plazas within surrounding urban uses to compliment and support surrounding commercial development.
- Provide a setting for events sponsored by the City or community organizations.
- Provide a level of quality in improvements that will be both inviting and will hold up over time.
- Be predominantly hardscape, with features that will create

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6.3 Community Gardens / Rose Gardens / Display Gardens

Community Gardens/Rose Gardens/Display Gardens may include a variety of activities, including gardening beds for residents, rose gardens and display gardens/arboretums. Community Gardens may be considered Community Places where the garden meets certain minimum levels of function and improvements. In order for a community garden to be considered as satisfying Community Places obligations, the garden must include physical improvements planters, irrigation systems, seating and perimeter landscaping. It is generally appropriate for Community Gardens to include a gathering place that supports group meetings to discuss gardening activities, programs and practices. The scale of Community Gardens will be determined within individual project reviews, with the intent that the combination of project Open Space features will serve a broad range of community activities.

Design Guidelines

- Provide a highly functional facility that supports individual gardeners on relatively small garden plots. Automatic irrigation systems, spaces to conduct garden maintenance and other key gardening needs should be addressed.
- Uses within a Community Garden should be scaled to meet functional needs, with successful examples within the region to provide guidance on design and programming.
- Create an attractive and inviting facility through the inclusion of raised planters, seating areas, meeting and gathering sites, and well-designed gates/entries.
- Provide convenient and pleasant street, pedestrian and bicycle connections from adjacent areas. Locations for community-wide open space sites must be carefully considered to maximize community benefits and minimize impacts on adjacent land.
- Key factors in siting Community Gardens include:
 - Visibility – Community Gardens should be open and visible from within neighborhoods, but do not necessarily require a high level of community visibility.
 - Access – Typically, Community Gardens will have somewhat limited access from key locations and will be surrounded by low fences, with clearly delineated gates/entries.



6.4 Water Resources / Streams / Ponds / Lakes

Water resources such as streams, ponds, and lakes may incorporate valuable open space amenities, contributing to a project's overall open space strategy. However, only a portion of a Water Resource would contribute to a project's Community Place requirement. In looking to satisfy this requirement with a Water Resource amenity, a developer would need to incorporate a meaningful, useable space adjacent to the Water Resource such as a designated lakeside picnic area or designated viewing deck on a stream bank. Only the land area associated with a designated recreation area (including landscaped areas surrounding amenities) would

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contribute to a project's Community Place requirement. These areas would be furnished with appropriate seating and possibly tables, bike racks, or other amenities appropriate to the location. These areas would be incorporated into the project's overall pedestrian circulation system and would therefore, be easily accessible for pedestrians of all types and bicyclists.

Design Guidelines

- Provide a useable area near a Water Resource that provides gathering and viewing spots for residents.
- Such areas shall include seating, tables, and other amenities as appropriate to encourage users to gather near the Water Resource
- No such area shall be designed to detract from the viewshed created by the Water Resource.
- Water Resources set aside for preservation or mitigation requirements should remain as natural as possible.
- Any designated Community Place associated with a Water Resource shall be designed with respect to the mitigation or preservation requirements of the respective agreements regulating the resource.

6.5 Designated Place within Pedestrian Paseos

A Designated Place within Pedestrian Paseos is a type of Community Place that provides for congregation, resting, picnicking, or other static activity within the Paseo system itself. A



Designated Place would be located appropriately within the trails system, easily accessible to pedestrians and other users within the trail system, and identifiable as a specific place to meet up or picnic during an outing. It is a destination or enclave within a paseo. Designated Places would likely require additional land area beyond the width of the paseo itself and be furnished with picnic tables, benches, or other amenities to encourage planned or impromptu gatherings within the paseo segment. Paseos that do

not include a Designated Place as described in this section still provide a valuable contribution to a project's Green Infrastructure requirement and are regulated in Section 7 of these guidelines.

Design Guidelines

- A Designated Place within a Pedestrian Paseo shall be of adequate size, beyond the paseo corridor itself, to create a unique, distinguishable stopping place.
- Provide seating, tables, and other amenities to allow the Designated Place to be recognized as a marker for consistent users of the paseo corridor.
- Incorporate unique landscaping or signage to further distinguish the Place.

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6.6 Private Recreation Facilities

Private Home Owners Association (HOA) owned and operated recreation facilities may also be considered Community Places and count toward the measurable standard for Community Places as part of a larger Open Space plan. While Private HOA Facilities may be considered for Open Space credit, it is not the intent of these Guidelines to satisfy the Community Places acreage allocation solely through privately owned facilities. Private HOA Facilities will be considered on a case-by-case basis as a part of the overall Open Space Plan for a given project.

Private HOA Facilities may include, but are not limited to, HOA clubhouses and other facilities that provide meeting rooms, gyms, pools, picnic facilities and recreation grounds. These facilities provide benefits to residents similar to other parks and recreation facilities and in some cases provide facilities such as kitchen and dining facilities for neighborhood functions. These facilities serve as activity centers for neighborhoods and create places for people to gather and socialize, becoming the social and recreational nucleus for a single neighborhood or for multiple adjoining neighborhoods.

6.7 Community-Wide Open Space Facilities / Outdoor Amphitheaters

Community-Wide Open Space provides sites for large facilities that typically serve residents of more than one development project. These amenities or facilities will enable interaction on a large scale and will serve as major gathering places for the residents of Rancho Cordova. Community-wide Open Space facilities will vary and will be considered on a case-by-case basis. In some cases, Community-Wide Open Space from multiple projects may be consolidated into a single project to provide a location for a large community facility.



The shape, size and location of land dedicated to Community-Wide Open Space will be decided during the review of a development application (typically at Specific Plan level) and the configuration and size of a Community-Wide site will vary based on the purpose and function of the facility. Uses that would fall into the category of Community-Wide Open Space would include large outdoor amphitheaters, private (non-CRPD) sports complexes or other significant community gathering places. Due to the scale of these facilities, not all development projects will include community-wide open space facilities; therefore, the City will consider in-lieu contributions or transfer of this obligation between projects to meet this obligation as determined appropriate by the City. A long-term maintenance strategy will be required that

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includes identifying adequate funding mechanisms, outlining developer improvement requirements and responsibilities and timing for basic improvements.

Design Guidelines

- Design should encourage people to gather and socialize and should include diverse landscaping to provide a comfortable and safe setting.
- Provide convenient and pleasant street, pedestrian and bicycle connections from adjacent areas. Locations for community-wide open space sites must be carefully considered to maximize community benefits and minimize impacts on adjacent land.
- Key factors in siting Community-wide Facilities include:
 - Visibility - Generally sites should be prominent and highly visible within the community.
 - Access - When siting facilities that accommodate major events, easy access from major roadways is typically required.
 - Compatibility - When Communitywide facilities are anticipated to generate high noise levels or night glare, the site design and location should minimize or avoid negative impacts on sensitive land uses.

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7. GREEN INFRASTRUCTURE DESIGN GUIDELINES

Guidelines for Green Infrastructure define an open space system focused primarily on pedestrian and bicycle mobility with streets, open space corridors and enhanced drainage features that are attractive assets to the community. These Guidelines supplement the City of Rancho Cordova General Plan, Design Guidelines and Pedestrian and Bicycle Master Plans. These spaces serve as linking networks between regional facilities and neighborhood activity centers. Additionally, the Green Infrastructure open space guidelines define how conventional public facilities should be enhanced to provide recreational and aesthetic community benefits. Specific components of the Green Infrastructure circulation system include trails and greenways, trailheads and nodes, paseos, greenstreets, detention and retention basins, and utility corridors.

The character and design of Green Infrastructure will be influenced by the surrounding land uses and landscapes of the local context. For example, green infrastructure adjacent to habitat preserves and/or natural areas will have naturalized, drought tolerant plantings and be designed for low-maintenance.

The City requires that Green Infrastructure components be included in all new projects and that these components meet functional and aesthetic design expectations, but does not require a specific amount of Green Infrastructure land per 1,000 residents.

7.1 Trails and Greenways

Trails and associated greenways provide a network of connections between open space areas and developed areas. The trail system should be designed to accommodate jogging, walking, biking, hiking and skating.



Trails can be classified into Primary, Secondary and Local/Neighborhood Trails.

- **Primary trails** have a regional significance and usually connect to destinations outside a given project. Primary trails are also identified within the City's Bicycle Master Plan. Primary trails are 16' in overall width (12' of asphalt pavement with a 2' shoulder on each side) and typically are located

within a corridor of at least 50 feet in width, with larger widths up to 100 feet being encouraged. However, corridors of less than 50 feet in width may be acceptable based upon unique opportunities and constraints within a given development project.

- **Secondary trails** feed into the primary trails and provide connections between the significant corridors (trailheads, entry points, places of interest) and local trails. Secondary

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trails are 14' in overall width (10' of asphalt pavement with a 2' shoulder on each side) and typically are located within a corridor of at least 35 feet in width, with larger widths being encouraged.

- **Local or neighborhood trails** are usually feeder trails and/or neighborhood sidewalks and provide connections to the secondary and primary trails. Local/neighborhood trails vary in size, design and construction material and typically provide an 8' wide hard surface with 2' shoulders on each side. Trail width may be reduced to 6' in some circumstances, such as a detached sidewalk located adjacent to a road.

7.1.1 Primary, Secondary and Local/Neighborhood Trails

Primary trails form the backbone of the City's pedestrian and bicycle trail system and typically extend beyond a project's boundaries. Secondary trails provide major connection corridors and routes to the City's primary trail system. When secondary trails extend into areas of urban development, the orientation of adjacent structures becomes an important consideration. Safety on these trails will be enhanced by facing building entries and windows toward the trail to increase visual access and create a localized sense of ownership over the trail corridor. Primary and secondary trail corridors should include a shared-use path and buffer area with landscaping appropriate to the setting and adjoining land uses.

Local or neighborhood trails provide the final trail connection into an individual neighborhood. Typically, neighborhood trails will be used most often by pedestrians, but should be designed to accommodate occasional bicyclists, especially very young bicyclists. Neighborhood trails may sometimes be relatively short, providing a connection from a street or activity center to either a primary or secondary trail. Neighborhoods and residential front and side yards should be oriented toward neighborhood trails wherever possible. Neighborhood trail corridors will vary in width and landscaping depending on the setting for the trail.



Trails should be located along wetland preserves and open space areas wherever possible. Wetland preserve edges offer great opportunities for uninterrupted trail segments that allow pedestrians and bicyclists to commune with nature. Landscaping along these trails should be sensitive and appropriate to the surrounding area and should include drought-tolerant species. Landscape and irrigation may be utilized in the areas between the trail and the developed area however, the preserve-side of the trail should be somewhat naturalized. If irrigated areas are to be provided on the preserve-side of the trail then plant materials should be water-efficient and native to the area, planted into maintenance-efficient groupings, and drip irrigated with "abandon-able" irrigation systems so that once the plant material is established the irrigation may be abandoned. Care should be given to select plant types that are fire-retardant and non-invasive species.

Design Guidelines

- Trail corridor widths should vary based on the adjacent land uses and intended design speed of the trail corridor. Trail corridors with developed areas on both sides of the

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corridor should generally be wider than trail corridors next to habitat preserves or parklands. Trail corridors located adjacent to a park, open space or natural protected area may be reduced if determined appropriate by the City.

- Trail corridor security will be enhanced by facing building entries and windows toward the trail to increase visual access to the trail and to create a localized sense of ownership over the trail corridor.
- Primary and secondary trail corridors should include a shared-use path and buffer area with landscaping appropriate to the setting and adjacent uses.
- Primary trail corridors of 40' in width are considered the minimum and widths over 50' are encouraged. Corridor widths may be reduced below 40' on a case-by-case basis where specific opportunities and/or constraints support such reductions.
- Secondary Trail corridors of 30' in width are considered the minimum, wider widths are encouraged.
- Neighborhood trail widths will vary from 6' minimum concrete sidewalks located near roads to 8' wide asphalt pavement with 2' decomposed granite or gravel shoulders on each side.
- Native and/or drought-tolerant plant species and drip irrigation are encouraged where trails are located along resource-protected lands. Where trails are located along developed lands, the landscaping may reflect similar character as adjacent land uses.
- Grade separated crossings are preferred where major roads intersect primary trails. Where at-grade crossings occur, careful design solutions are required to ensure safe and comfortable pedestrian crossings.
- Railings and edge protections may be utilized to serve as a barrier and to protect path users from hazardous situations.
- Primary trails should accommodate pedestrians, bicyclists and persons with disabilities, promoting usage by all facets of the community.
- Primary trails should be located above high water flow elevation where possible, however they may be located in areas that flood including at grade separated crossings of roads. Bridges should be considered for crossings of low flow channels. Trail surface should be concrete where primary trails are subject to regular inundation (below 25 year flood elevation).
- Trail corridors should include signage elements such as trailheads, directional, regulatory, courtesy and distance signs.
- Careful placement of trees should be considered in order to provide shade at regular intervals, and view corridors and views of significant features.
- Plant materials must maintain clear sight distances at trailheads and staging areas, and planted areas should be designed to discourage negative activities and promote safety for trail users.

7.1.2 Trailheads and Nodes

Trailheads are the point at which a trail begins. Trailheads are typically small open space areas located at the access point to a trail from an adjacent neighborhood. Trailheads often contain rest stops for trail users with benches, trash receptacles, signage, and other way-finding elements such as maps to assist trail users. Trailheads act as mini-destinations and provide access locations to the network of City Open Space.

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Nodes are widened areas along trails and typically occur where primary and secondary trails intersect and where rest stops are planned for trail users. Nodes offer expanded areas along trails for rest, socializing, observing nature and other activities and create variety along the open space trail system. Because nodes function as points of natural interaction between people, design should consider amenities such as street furnishings and appropriate lighting.

The level of improvements at trailheads and nodes varies with the setting and typically they will be compatible with the character of the adjacent land uses.

In some instances, larger areas may be set aside as open space along the trail network. Depending on size, amenities and function (i.e. serving as a gathering place along the trail), such areas may meet the design criteria for Pedestrian Paseos described in Section 5.5 above and be credited against obligations for Community Places Open Space.

Design Guidelines

- Trailheads should be located approximately every ½ mile, as appropriate due to site constraints, development opportunities and intended use of the trail and should be provided at all major entries to primary and secondary trails.
- Nodes should be located approximately every ¼ to ½ mile along trails, as appropriate due to site constraints, development opportunities and intended use of the trail and should be located at all major trail intersections and other areas as needed for rest stops.
- Subdivision layout should take into account the trail system and minor trail access points should be encouraged to be located at the ends of cul-de-sacs or along streets where appropriate and necessary to maximize convenient trail connections through a residential subdivision.
- Design to maximize the safety and security of trail users while being un-obtrusive to adjoining properties. Trailheads and nodes should be sited to maximize viewing opportunities to natural areas and protected areas and should generally be viewable from adjacent properties to maximize security for users.
- Trailheads and nodes should be sized according to hierarchy of expected use and will vary in size according to site constraints, design opportunities, adjacent development, and individual location on the trail system. Major trailheads and nodes will be larger (3,000 to 10,000sf.) with more site amenities and landscaping and minor trailheads and nodes may be smaller (up to 3,000sf.) with limited site amenities (trail signage) and, in some cases, no formal landscaping.
- Site amenities such as benches and shade trees should be provided at all trailheads and nodes. Bicycle racks, drinking fountains, picnic tables and restroom facilities may be provided at major trailheads and nodes.
- Signage and way-finding elements should be used at all trailheads and nodes. Signature plantings and design elements may be used to distinguish trailheads and nodes.

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- Well-marked road crossing zones for pedestrians and bicyclists to access trailheads and nodes should be provided at all intersections of trails and major streets.
- The design of trailheads and nodes should consider the needs of all trail users, including families with small children, seniors, bicycle commuters and persons with disabilities.

7.2 Pedestrian Paseos

Pedestrian paseos serve as non-vehicular connection corridors and are generally found within urban and suburban commercial and residential areas. Paseos serve as direct 'short-cut' connectors between parking facilities, commercial and multi-family street frontage, and residential street blocks to popular, heavily-utilized neighborhood destinations like parks, schools, shopping centers and transit stations. Paseos may be either publicly or privately owned and maintained, and are intended for general public use. Paseos will vary in scale and amenities based on location, use and pedestrian demand. Commercial area paseos are also regulated by Chapter 23.772 of the City's Zoning Code.



Paseos are intended to facilitate quick and easy pedestrian travel, thereby encouraging walking through neighborhoods and to adjacent uses for short daily local trips. In neighborhoods, paseos are intended to move people easily through mid-block connections; they are not intended to create spaces where neighbors will linger or congregate. Design of adjacent homesites should encourage the location of windows for viewing the paseos, thereby enhancing security and providing visual ownership of the paseo, while maintaining the security and privacy for the residents. In some cases, paseos may provide key links to the backbone City trail system, connecting the network of primary and secondary trails. In such cases paseos may provide critical connections to the trail system and therefore become wider and involve a higher level of improvements and amenities.



In commercial areas, paseos will be designed to encourage people to congregate by providing benches or architectural features. Storefronts are encouraged to front onto paseos and cafes or restaurants may provide outdoor seating within paseos thereby creating a lively experience for the users. In some cases, paseos may be sized and amenitized to serve as plazas or gathering locations, with enhanced paving and landscaping, shade structures, etc. and in this case become a Community Place rather than a simple pedestrian paseo. Design criteria for

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these types of Designated Place within Pedestrian Paseos are described in Section 6.5 above.

Paseos should be incorporated into new public or private developments where pedestrian connectivity to a neighborhood activity center would be greatly enhanced. For example, a public area that exists within the interior of a residential block should be connected to the surrounding street frontage by a paseo. Paseos are encouraged where pedestrians are required to walk far out of their way on public streets in order to reach nearby activity centers or public facilities.

Paseo width should be enough to create an attractive, inviting space. Appropriate paseo widths will depend on a number of factors, including physical site constraints, level and type of pedestrian activity in the area, and the intended use of the paseo. The size, bulk, scale, and height of surrounding development will also be a factor in determining the width of pedestrian paseos.

Design Guidelines

- Paseo widths will vary depending on the physical site constraints, development opportunities, adjacent uses, and level and type of pedestrian activity expected.
- In commercial areas, paseos should allow at least 20' between building faces.
- Paseos that link to a primary trail system are encouraged to be 40' minimum in width.
- Traffic calming techniques and signage should be utilized where paseos intersect major roadways.
- Paseos may be landscaped or remain in a naturalized state, depending upon the character of the adjacent land uses.
- Architectural guidelines within paseos include:
 - A safe and pleasant setting should be promoted with architectural elements, including the orientation and architecture of adjacent buildings, to maximize visual access from adjacent buildings into paseos.
 - Public art may be utilized in commercial and multi-family areas to provide visual interest for pedestrians.



- Decorative lighting may be used in commercial area paseos that display adjacent building facades.
- Landscaping elements and site furniture should be located to maximize visibility, safety and security of the paseo and the adjacent uses.

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7.3 Greenstreets

Greenstreets are a component of the City's functional open space network, providing attractive pedestrian-friendly streets and routes within urban and suburban neighborhoods. Greenstreets serve as a linkage between the trail system and adjacent neighborhoods. Greenstreets differ from paseos in that greenstreets provide enhanced, pedestrian-friendly public street connections to activity centers while paseos provide connections for pedestrians and bicycles only. Well-designed greenstreets will promote walking within neighborhoods along streets that would otherwise be intimidating due to traffic volumes and speeds.



Greenstreets provide the final connection of the Trails Network through an urban setting into individual neighborhoods. As such, Greenstreets should be incorporated into the street grid of proposed projects to provide convenient access to most homes within a neighborhood and lead to key activity centers within a community.



Green Streets give importance to pedestrian amenities, landscaping, traffic calming and other unique features. They improve pedestrian circulation and provide access to public open space opportunities in medium to high-density areas that may lack such facilities. Effective greenstreets design will buffer pedestrians from fast-moving vehicles with street trees, lights, seating, street furnishings, and in some cases, a line of parked cars. In order to provide this enhanced pedestrian environment, right-of-way beyond the minimum standard is typically required.

Design Guidelines

- Greenstreets are encouraged to provide direct links from neighborhoods to major transit facilities, light rail stations, pedestrian-oriented neighborhood commercial areas, and areas with mixed-use activity etc.
- Greenstreets may be utilized to provide greater park and open space access from adjacent neighborhoods.

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- Greenstreets should be designed with a distinct character that will attract pedestrians to create an engaging environment.
- Long, uninterrupted fences and walls should be minimized or avoided on greenstreets.
- Gateways or nodes should be located along greenstreets that place emphasis on creating connection between neighborhoods and adjoining uses.
- Maximize opportunities for trees and landscaping that promote a high quality image.
- Provide an 8' wide minimum landscaping strip between street curb and sidewalk, with shade trees and groundcover plantings.

- On-street parking is encouraged to buffer pedestrians from vehicle traffic.
- Driveways crossing greenstreet sidewalks should be minimized or avoided to reduce pedestrian/vehicle conflicts.
- Building fronts and architectural features should be oriented toward greenstreets. Porches, balconies, plazas and courtyards are encouraged.

7.4 Detention Basins and Drainage Systems

Detention basins and drainage systems provide opportunities for passive recreation while protecting and/or enhancing water resources, water quality, aesthetics and wildlife habitat. While detention basins and drainage systems can provide a variety of recreational and aesthetic benefits, the location and primary purpose of the infrastructure must be carefully designed so that the drainage systems perform the function that they are designed to perform; as such, aesthetic and open space amenities are subordinate benefits.

This type of functional open space may be located along roadsides and/or within drainage corridors, detention and retention basins, and regional utility corridors. The goal of the design of drainage facilities is to avoid the typical 'engineered' look and feel of these spaces and rather promote the space as a somewhat naturalized area that will promote pedestrian activity, recreational opportunities and/or wildlife habitat, while retaining all the functional aspects of the facility.

Drainage facilities should be graded to be more natural in appearance and enhanced with landscapes that are generally drought tolerant and require minimal maintenance. In designing drainage facilities, it is necessary to balance the primary function of the



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facility with the secondary benefits sought through these Guidelines. For instance, the primary function of drainage channels is storm water conveyance. Beyond this basic function, drainage channels would be designed and maintained to be visually attractive, may provide opportunities for trails, and be landscaped with naturalized plant materials to enhance wildlife habitat qualities.

Given the critical need for proper drainage functions, and further given the space requirements for drainage facilities as described herein, it will be necessary for the City to review technical data on storm flows and volumes prior to approval of development entitlements. Project applicants will provide City staff with functional data on the drainage system flows and storage volumes, channel and basin dimensions (including general configuration and elevation) and preliminary design of drainage channels, basins and structures prior to finalizing the review of development applications for Specific Plans and Tentative Maps. Such drainage system information should be of sufficient detail so as to allow the City to determine whether the design features described within this section are feasible.

Design Guidelines

- Overall shape of drainage basins should be organic with a "natural" character where possible and straight "engineered-looking" edges should be avoided. Sloped areas of drainage basin shall be designed to prevent erosion and appear natural.
- Terracing, berming and contouring is encouraged to naturalize and enhance the aesthetics of drainage basins. Provide level terraces within levees/banks. Bottom of basins may be contoured with low flow wet areas and mounds.
- Viewing nooks and/or viewing decks and platforms along the edges of drainage basins is encouraged. Ensure that viewing areas are designed in accordance with environmental regulations, ADA Guidelines, and public safety requirements.
- Design drainage facilities to minimize the need for security/safety fencing. Utilize visually permeable fencing of minimal height to address safety issues and to minimize visual impacts where fencing is required.
- Side slopes should vary in steepness and meander at the top of the slope to prevent the look of a rectangular box. Generally, slopes ranging from 3:1 to 8:1 are encouraged. In limited cases, 2:1 or engineered vertical drops may be considered acceptable.
- Drainage facilities should be landscaped with trees, shrubs, and grasses and should incorporate native or naturalized plantings in and adjacent to basins to provide wildlife habitat.
- Drainage channels shall be designed to provide adequate channel volume to allow mature vegetation and to minimize the need for channel maintenance and vegetation clearing.

6.6 Utility Corridors

Utility corridors set aside for existing or future utilities provide opportunities for Green Infrastructure trails and greenways. Where such corridors exist in proposed development, the City generally requires the corridor be improved with trails and a minimal level of naturalized landscaping.

Where the corridor is of significant size and/or is located in a significant place in a project, and if the corridor is highly improved with amenities, then the corridor may be considered for partial credit as a Community Place and should follow direction as listed in Section 6 of these Guidelines.

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Design Guidelines

- Maintenance roads should be designed as safe and attractive pedestrian and bicycle trails.
- Low-growing trees and plants should be utilized that will not interfere with the utility lines, but at the same time provide shade and an aesthetic and psychological buffer from the utility structures.
- Design should plan for future excavation near existing facilities to minimize impacts on open space improvements due to future infrastructure construction.
- Access points should be located at regular intervals along the corridor to provide convenient access to the trail system.



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8. CITY OPEN SPACE MAINTENANCE

8. City Open Space Maintenance

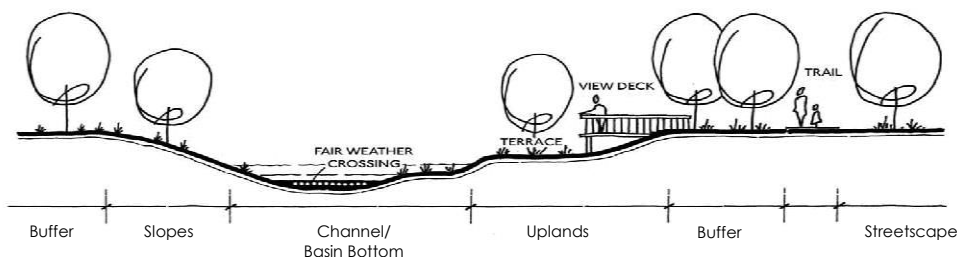
Maintenance of City Open Space is critical to sustaining the quality of the community and the open space amenities described in these Guidelines. The maintenance guidelines that follow specify general maintenance expectations for different types of City Open Space. Funding for such maintenance shall typically be secured through maintenance assessment districts that will be established by the City. Proponents of development projects shall describe the anticipated level of maintenance, funding sources and party responsible for maintaining open space amenities within their development proposals. In order to support project applicants in describing maintenance practices, the open space amenities described in these Guidelines are described below in five categories based upon the level of effort required to maintain the various amenities.

8.1 Nature Preserves

Nature Preserves are established for purposes of protecting wildlife resources as required under various state and federal laws. Maintenance for such lands will typically be determined through agreements between private land owners and the state or federal regulatory agencies that require the preserves. As such, these guidelines do not address maintenance of Nature Preserves.

8.2 Drainage Facilities and Detention Basins

Drainage facilities are among the most complex landscapes from a maintenance perspective. Maintenance requirements for these facilities can range from minimal (litter collection and removal of excess vegetation) to relatively intensive maintenance for perimeter lands that are directly adjacent to roadways. The figure below identifies the general types of land found within and around drainage channel and detention basins.



Channel Bottom and Basin Bottom

Low flow channels and bottom areas of detention basins will be naturalized and will require relatively limited maintenance. Maintenance that is performed in this zone will be focused on ensuring functionality of flood control and drainage. Inspection and maintenance of drainage features, such as inflow and outflow structures, is necessary to ensure these are functioning properly. Specific flood control maintenance practices will be determined by the City's designated flood control maintenance agency.

Naturalized/volunteer trees may be allowed to grow in these areas, as long as drainage facility function is maintained. Design of channels and basins should be adequately sized to allow some tree and vegetation growth without compromising flood control functions. The City's designated flood control maintenance agency is responsible for maintenance in these areas.

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Slopes and Uplands

Based upon design, drainage channels and detention basins may provide gentle side slopes and terraced areas that are normally above water levels within the drainage facilities. Required maintenance in these areas will likely include erosion control and maintenance for slope stability, fire abatement, rodent control, removal of large trash if illegally dumped. These areas could include tree plantings and, in such cases, periodic but infrequent maintenance of trees would be required.

8.3 Naturalized Landscapes

It is anticipated that substantial portions of the open space system will be Naturalized Landscapes that will have a relatively low level of improvement and maintenance. Naturalized Landscapes will occur most frequently adjacent to drainage channels, detention basins and nature preserves and may be found within utility corridors. These areas will be planted primarily with drought tolerant and native plants that require limited irrigation and maintenance. Physical improvements will generally be limited to pedestrian and bicycle trails, direction signage and

Naturalized Landscapes will generally include plantings that require a minimum of temporary drip irrigation to allow plantings to become established. When these landscape are adjacent to nature preserve the control of irrigation runoff and minimizing the spread of non-native plants becomes an important priority.

Vegetation management in these areas will be minimal. Tree pruning will typically be limited to removing hazardous limbs and in the event of a down tree, it may be left in place unless it poses a hazard. Ground level vegetation management will focus primarily on reducing fire hazards. Some maintenance of shrub plantings will be required in key locations along the trail corridor network. A low height fence (3' tall) is typically placed in this zone to provide access control and to aid in catching trash and debris. Maintenance of the of the trail surface, typically an asphalt surface with decomposed granite shoulders, will be required.

8.4 Low Maintenance Urban Landscapes

Urban Landscapes include areas that interface directly streets and developed land uses such as homes, schools, parks and commercial development. Within this broader category, Low Maintenance Urban landscapes will often be located on the outer margins and will typically interface with Naturalized Landscape or are found within the network of Primary, Secondary and Local/Neighborhood Trails. Additionally, this level of landscape treatment will often be found associated with trailheads and trail nodes, as well as around constructed waterways, ponds and lakes.

As public activity is heavy along trails, these landscapes will include substantial tree plantings and plantings of shrubs and groundcovers. Plant material should be drought tolerant, with a preference for locally occurring native plant species. This zone may include limited turf, if needed for the intended use of the area. With the increased volume of plant material, maintenance will increase. Additionally, permanent irrigation systems will require on-going inspection and maintenance. Generally, most trailheads and nodes will require landscape and irrigation, surfacing, lighting, in addition to maintenance of other design features and furnishings such as entry focal points, trail kiosks, benches, bicycle racks and other amenities.

8.5 Urban Landscapes

Urban Landscapes require the highest level of maintenance of the various Open Space land types. These lands will support regular and frequent public activity and will often include destination sites where people will congregate. Urban Landscapes include a variety of specific

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

uses, such as: Neighborhood Greens and Urban Plazas; Community Gardens; Private Recreation Facilities; Community-wide Open Space features; and, trail corridors within an urban setting.

Due to the urban setting and the high level of public activity, Urban Landscapes will include many of the most intensively developed features within the Open Space system. Hardscape improvements will be common in Urban Plazas and Neighborhood Greens will often include features such as play structure, shade structures and open turf areas. Trail corridors within the urban setting will include well maintained landscape plantings and may include turf. Lighting will be provided as needed to ensure a sense of security in evenings. Water fountains may be provided in conjunction with rest stops along the Open Space trail network. Urban Plazas and Neighborhood Greens will require both general maintenance and regular cleaning and upkeep to ensure an inviting setting.

MEMORANDUM

DATE: November 18, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

**SUBJECT: RIVERGATE SHOPPING CENTER NEW MONUMENT SIGN PROGRAM;
PROJECT NO. DD8235 – LOCATED AT 2352 SUNRISE BOULEVARD.**



PROPERTY OWNER: Ethan Conrad Properties 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: Hupp Signs and Lighting, Inc. 70 Loren Avenue Chico, CA 95928
---	--

PROJECT: Oversized monument signs in the Sunrise Boulevard Special Sign Corridor FILE: DD8235 LOCATION: 2352 Sunrise Boulevard APN: 058-0261-027-0000 PLANNER: William Campbell	
--	--

RECOMMENDATION

Adopt Resolution No. 118-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would allow construction of two new multi-tenant monument signs for the Rivergate Shopping Center. The new signs would provide greater exposure to Sunrise Boulevard and Zinfandel Drive for the new major tenants and the minor tenants, which are located over 300 feet from the Sunrise Boulevard right of way. If these signs were not located in the special sign corridor they would be permitted by right as to height and size.

REQUIRED PERMITS AND REGULATORY BASIS

Over height and size monument signs are allowed with a Conditional Use Permit according to Section 23.743.120 C, 2 a-g of the Zoning Code. Due to the size and location of the property, the City Council will need to review and consider the information provided by the applicant and staff, to determine if the required findings to approve the over-sized signs within the Sunrise Boulevard Special Sign Corridor (SSC) are justified. The City Council has the right to grant these exceptions, but no greater than what a parcel would be entitled to if the subject property was outside the special sign corridor.

BACKGROUND

The applicant is seeking approval of a Conditional Use Permit to allow two new free standing signs that exceed the permitted height and maximum area in the Special Sign Corridor (SSC)

see Figure 1 below. The dashed lines reflect the limits of the 500 foot Sign Corridor, measured from the center line of Sunrise Boulevard on both sides.

The project area consists of a large multiple tenant shopping center, with approximately 135,000 square feet of the building area. The center is planned to expand to approximately 170,000 square feet in the near future. The applicant has indicated that several major and minor tenants are serious about locating in the center, but are concerned with the lack of visibility of the center being setback so far from Sunrise Boulevard and Zinfandel Drive. The current monument signs provide business identification for the one major tenant (Kmart) with two 6'x8' monument signs on Sunrise Boulevard and Zinfandel Drive.

SITE LOCATION



FIGURE 1 – SITE LOCATION

Figure 2 shows the intended location of the two new monument signs, which are generally in the same area as the two existing monument sign. The monument sign on Sunrise Boulevard will be able to be located in the existing planter area and meet the 10 feet setback requirement (see Figure 3). The Zinfandel Drive sign will be located in the existing planter area; however, the sign is half the length as the Sunrise sign in order to meet the 10 feet setback requirement and not encroach into the parking field and drive isle (see Figure 4). Both signs are over height and

over size for the Sunrise Boulevard Special Sign Corridor, which limits monument signs to 6 feet in height and 24 square feet in size.

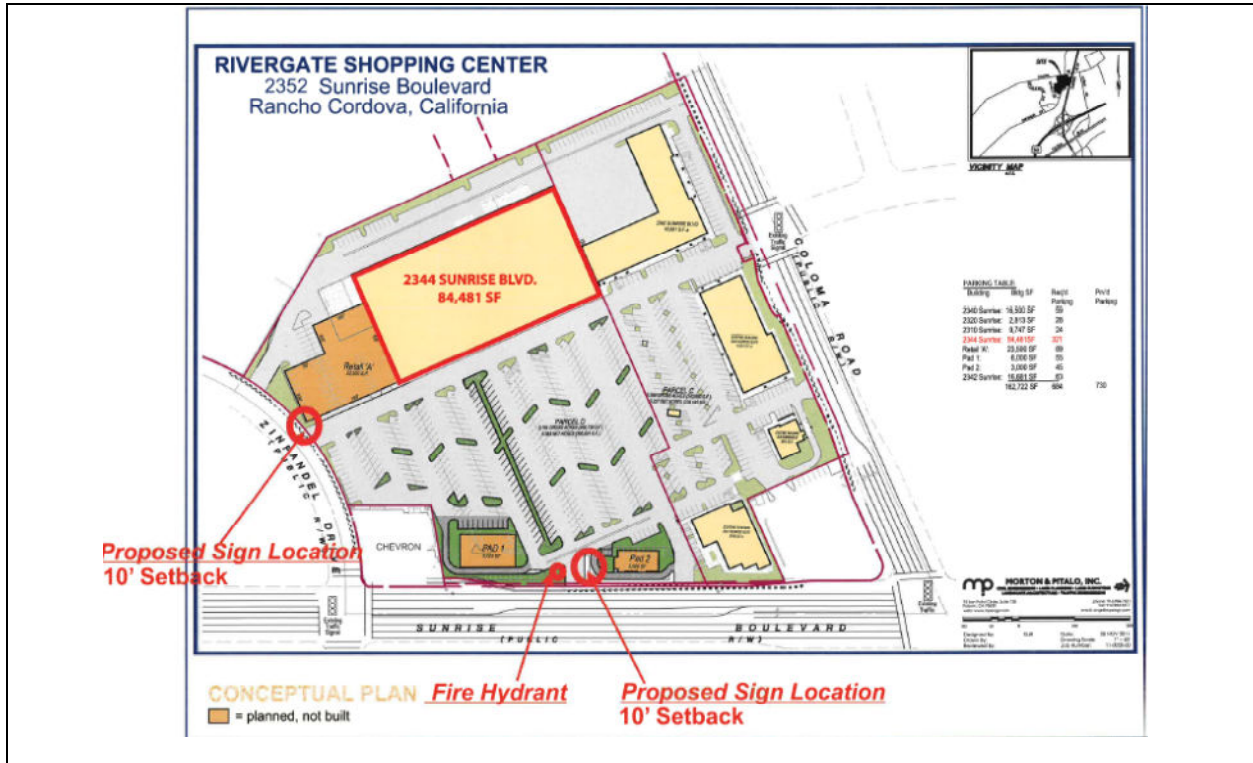


FIGURE 2 – PROPOSED SIGNS LOCATION

SIGN A: 10'x20' MONUMENT SIGN - SUNRISE BLVD

AP#058-026-1027



FIGURE 3 – PROPOSED SIGN DESIGN – SUNRISE

SIGN B: 10'x10' MONUMENT SIGN - ZINFANDEL DRIVE

AP#058-026-1027

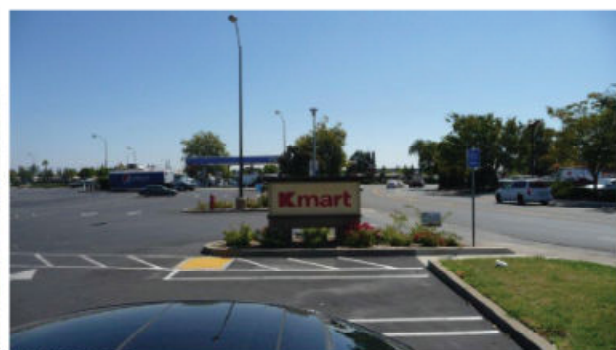


FIGURE 4 – PROPOSED SIGN DESIGN – ZINFANDEL

The requested new signs will allow the existing and future businesses to have better sign exposure along Sunrise Boulevard and Zinfandel Drive, and remain proportional to other businesses in the same area that are not subject to the SSC standards. Staff is therefore recommending City Council approve the project, as submitted and supported by the evidence in the attached resolution.

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15303, New Small Structures of the California Environmental Quality Act.

RECOMMENDED MOTION

Move the City Council adopt Resolution No. 118-2013 approving a Conditional Use Permit to allow two new monument signs in the Sunrise Special Sign Corridor, subject to the attached Sign Package and Conditions of Approval.

ATTACHMENTS

1. Resolution No. 118-2013 Approving the two over size monument signs in the Sunrise Special Sign Corridor, per the approved sign plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Project Description and supporting information.
3. Marketing Information.
4. 500 foot radius map and mailing list.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 118-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT FOR TWO OVER SIZED MONUMENT SIGNS,
LOCATED ON THE WEST SIDE OF SUNRISE BLVD IN THE RIVERGATE SHOPPING
CENTER, PROJECT #DD8235**

WHEREAS, Ethan Conrad Properties, Inc. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for approval a Conditional Use Permit to allow two over size monument signs within the Sunrise Boulevard Special Sign Corridor, located on the west side of Sunrise Boulevard, between Zinfandel Drive and Coloma Road; and

WHEREAS, the proposed project is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 058-0261-027-0000; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a duly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council:

Approves the Conditional Use Permit, subject to the following findings and supporting evidence:

1. Determine the project is consistent with the Capital Village Mitigated Negative Declaration that applies to this project site according to the Guidelines of the California Environmental Quality Act.

- a) Finding: *The project has been reviewed and is in accordance with the Guidelines of the California Environmental Quality Act.*

Evidence: This proposed new signs are Categorically Exempt under Section 15303 New Small Structures. The new signs are classified small structures per subparagraph (e) that would be similar to carports, patios, fences, etc.

2. Approve the Conditional Use Permit, subject to the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.134.030:

Where the building and facilities are of size, shape, height, of multiple uses, or of such geographical conditions or location that office use sign provisions are not appropriate, an individual sign or the complete sign program for said parcel or facility may be considered by conditional use permit when the designated approving authority finds the proposed sign or signs:

- a) Finding: *Are proportional and in scale with the buildings.*

ATTACHMENT 1

Evidence: The applicant has offered information that the size of the Rivergate Shopping Center, with the number of sub-tenants is not being proportionally served by the restrictive Special Sign Corridor (SSC) standards. The proposed signs are not out of scale to a center that is over nine acres in size, with approximately 135,000 square feet of floor area. Many of the centers in the area do have larger multi-tenant signs that were previously approved by the County and one oversized multi-tenant sign approved by the City in 2008.

- b) Finding: *Are compatible in design, color, and material with the building and surrounding area.*

Evidence: The overall sign design is consistent with colors and materials currently used in the existing center and other sign structures in the area. Many of the signs have base structures, with the sign cabinet attached with a cap treatment. Due to the size of the center, the applicant is proposing multiple sign panels of various sizes with 28'x114" (inches) being the largest and 14"x57" (inches) being the smallest panel. The proposed signs will provide sufficient sign space for the existing and future tenants of the center, after the remodeling.

- c) Finding: *Do not constitute a special privilege over adjoining uses.*

Evidence: The Rivergate Shopping Center is one of the largest shopping centers north Highway 50, with the least amount of monument signs. There are single occupant businesses with taller and larger monument signs than the subject property. The center is bisected by the sign corridor, in that the Sunrise Boulevard frontage is subject to the restrictions of the SSC and the rear portion of the center is not, which puts the center at a marketing disadvantage with other centers.

- d) Finding: *Do not block from view existing buildings and existing signs.*

Evidence: The new signs will be placed the required 10 feet from the public right of way and will not impact the line of sight of buildings or vehicles ingress or egress to or from the site.

- e) Finding: *Are unobtrusive.*

Evidence: The signs have been designed to match the existing structures on site, using common materials and colors found within the Rivergate Shopping Center. The signs do not exceed the maximum height limit that other businesses, out of the SSC, are controlled by the regular sign provisions of the Zoning Code. The signs exceed the maximum allowed area, but due to the size of the center, its multi-tenant composition and distance from the right of ways, warrants larger signs to be more proportionate with the center layout and provide better business exposure.

- f) Finding: *Are in keeping with the intent of the sign regulations.*

Evidence: Although the sign request is for more than allowed in the SSC, the City does have the discretion to approve larger signs. There are many monument/pole signs in the area that exceed the SSC standards, which were either approved prior to the adoption of the SSC, or obtained permissions to construct larger signs. The City approved an over-size multi-tenant sign for the Sunrise /Zinfandel center for the same basic reasons to provide greater business identification and replace old out dated signs.

ATTACHMENT 1

- g) Finding: *Do not exceed the height and size entitlement for signs located on parcels in the same zone which are not within the special sign corridor.*

Evidence: The proposed signs would be consistent with the sign standards for a project not subject to the SSC. Signs outside the corridor can be a maximum 200 square feet in size and measure up to 10 feet high, and setback 10 feet from the right of way. The proposed signs would meet those standards.

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, City Clerk

SALES ASSOCIATE

Joe Hupp

JOB NUMBER

CUSTOMER NAME

RIVERGATE SHOPPING CENTER
2352 SUNRISE BLVD
RANCHO CORDOVA, CA

CUSTOMER ADDRESS

ETHAN CONRAD

CUSTOMER PHONE#

DESIGN PHASE

7design_rivergate_9-27-13

REVISED BY **DATE**

JOE HUPP 9-27-13

APPROVALS INCLUDE
DESIGN, COLOR, SPELLING

CUSTOMER APPROVAL

PRINT NAME

SIGN NAME

DATE

PP STAFF APPROVAL

NAME

NAME

is intended to be installed
in accordance with the requirements
of the national electric
code or other applicable local
code. This sign includes proper grounding
of the sign.

SIGN A: 10'x20' MONUMENT SIGN - SUNRISE BLVD

EXHIBIT A
AP#058-026-1027



PROPOSED

EXISTING



APPROVED COLORS

BLACK/BRONZE

ROOF CAP-FRAME-REVEAL
MEDIUM DRYVIT

WHOLE WHEAT

SHERWIN WILLIAMS SW 6121
BODY COLOR-SMOOTH FINISH

HOPSACK

SHERWIN WILLIAMS SW 6109
FLUTED BLOCK COLOR

SCALE 1/2" = 1632

SALES ASSOCIATE

Joe Hupp

JOB NUMBER

CUSTOMER NAME

RIVERGATE SHOPPING CENTER
2352 SUNRISE BLVD
RANCHO CORDOVA, CA

CUSTOMER ADDRESS

ETHAN CONRAD

CUSTOMER PHONE#

DESIGN PHASE

7design_rivergate_9-27-13

REVISED BY **DATE**

JOE HUPP 9-27-13

**APPROVALS INCLUDE
DESIGN, COLOR, SPELLING**

CUSTOMER APPROVAL

PRINT NAME

SIGN NAME

DATE

PP STAFF APPROVAL

NAME

NAME

is intended to be installed
in accordance with the requirements
of the national electric
code or other applicable local
code. This sign includes proper grounding
of the sign.

SIGN B: 10'x10' MONUMENT SIGN - ZINFANDEL DRIVE

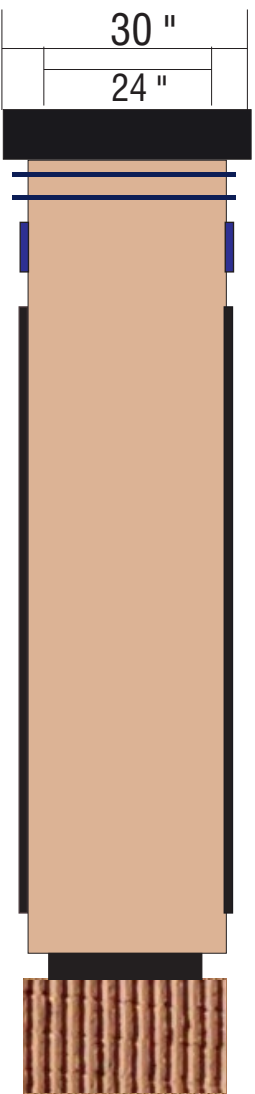
EXHIBIT A

AP#058-026-1027



PROPOSED

EXISTING



APPROVED COLORS

BLACK/BRONZE

ROOF CAP-FRAME-REVEAL
MEDIUM DRYVIT

WHOLE WHEAT

SHERWIN WILLIAMS SW 6121
BODY COLOR-SMOOTH FINISH

HOPSACK

SHERWIN WILLIAMS SW 6109
FLUTED BLOCK COLOR

SCALE 1/2" = 1'

1633

HUPP

SIGNS

& LIGHTING, INC.

530-345-7078

70 Loren Ave. Chico, CA 95928

License #969949,

www.huppsigns.com

SIGN DESIGN
MANUFACTURING
INSTALLATION & SERVICE

THIS DESIGN IS THE EXCLUSIVE
PROPERTY OF HUPP SIGNS AND
CANNOT BE REPRODUCED, IN WHOLE
OR IN PART, WITHOUT HUPP SIGNS'S
PRIOR WRITTEN APPROVAL

SALES ASSOCIATE

Joe Hupp

JOB NUMBER

CUSTOMER NAME

RIVERGATE SHOPPING CENTER
2352 SUNRISE BLVD
RANCHO CORDOVA, CA

CUSTOMER ADDRESS

ETHAN CONRAD

CUSTOMER PHONE#

DESIGN PHASE

7design__rivergate_9-27-13

REVISED BY	DATE
JOE HUPP	9-27-13

APPROVALS INCLUDE
DESIGN, COLOR, SPELLING

CUSTOMER APPROVAL
PRINT NAME
SIGN NAME
DATE

PP STAFF APPROVAL
NAME
NAME

is intended to be installed
ance with the requirements
600 of the national electric
for other applicable local
is includes proper grounding
ng of the sign.

AGENDA ITEM 14.3

Existing Landscape View & Sign locations



Proposed Sign A Location

Proposed Sign B Location

HUPP

SIGNS

& LIGHTING, INC.

530-345-7078

70 Loren Ave. Chico, CA 95928

License #969949,

www.huppsigns.com

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SALES ASSOCIATE

Joe Hupp

JOB NUMBER

CUSTOMER NAME

RIVERGATE SHOPPING CENTER

2352 SUNRISE BLVD

RANCHO CORDOVA, CA

CUSTOMER ADDRESS

ETHAN CONRAD

CUSTOMER PHONE#

DESIGN PHASE

7design_rivergate_9-27-13

REVISED BY

DATE

JOE HUPP

9-27-13

APPROVALS INCLUDE

DESIGN, COLOR, SPELLING

CUSTOMER APPROVAL

PRINT NAME

SIGN NAME

DATE

PP STAFF APPROVAL

NAME

NAME

is intended to be installed

ance with the requirements

600 of the national electric

for other applicable local

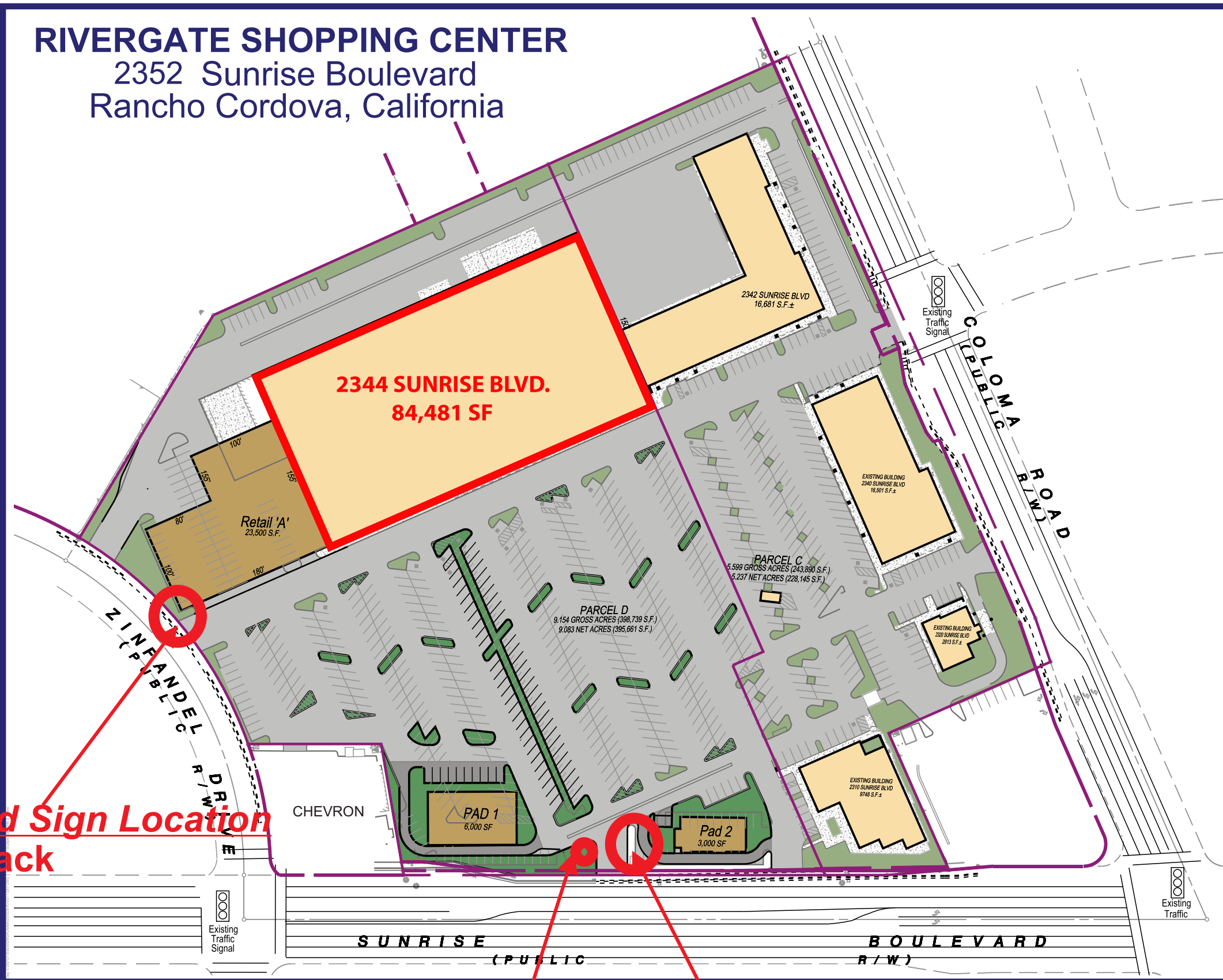
is includes proper grounding

ng of the sign.

PAGE # 4

Proposed Sign Location

10' Setback



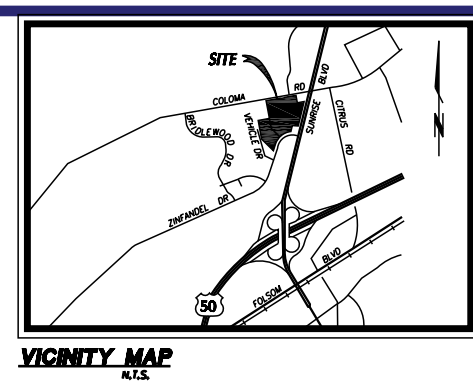
CONCEPTUAL PLAN

Fire Hydrant

Proposed Sign Location

10' Setback

= planned, not built



PARKING TABLE:

Building	Bldg SF	Req'd Parking	Prv'd Parking
2340 Sunrise:	16,500 SF	59	
2320 Sunrise:	2,813 SF	28	
2310 Sunrise:	9,747 SF	24	
2344 Sunrise:	84,481SF	321	
Retail 'A':	23,500 SF	89	
Pad 1:	6,000 SF	55	
Pad 2:	3,000 SF	45	
2342 Sunrise:	16,681 SF	63	
	162,722 SF	684	730

mp

MORTON & PITALO, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING

75 Iron Point Circle, Suite 120

Folsom, CA 95630

web: www.mpengr.com

phone: 916.984.7621

fax: 916.984.9617

email: engr@mpengr.com

100 50 0 100 200

GJB

Designed By:

Drawn By:

Reviewed By:

Date:

Drawing Scale:

Job Number:

28 NOV 2011

1" = 50'

11-0050-00

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and <u>Signature</u>)
1.	The entitlement approved by this action is to allow construction of two oversized monument signs in the Rivergate Shopping Center, per the sign plans. A 10'x20' sign is approved for Sunrise Boulevard frontage and a 10'x10' sign is approved for Zinfandel Drive frontage.	On-Going	Planning	
2.	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
3.	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.	On-Going	Planning	
4.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	
5.	A building permit shall be issued before any new sign is installed. For more information, please contact the Building Department at (916) 851-8760.	On-Going	Planning	

Conditions of Approval

6.	Any sign area not used by an on-site active tenant shall be removed and replaced with a white panel. No other forms of advertisement shall be displayed in any of the sign area panels.	On-Going	Planning	
Prior to Issuance of Building Permits				
7.	Applicant shall pay any outstanding staff costs associated with the preparation and processing of the Use Permit package and related documents and any related implementation activities.	On-going and prior to issuance of first Building Permit	Planning / Finance	
Prior to Final Inspection / Occupancy				
8.	The project shall be constructed in substantial conformance to the approved Package (Exhibit A), and a final inspection of all improvements shall be conducted by the Planning Director or his designee, prior to the final inspection of the signs. All landscaping in the islands surrounding the sign shall be in good condition and replanting will be required to replace any damaged or dead material at the time of final inspection.	Prior to final building inspection	Planning	

ATTACHMENT 2

PROJECT DESCRIPTION**AP# 058-026-1027****LOCATION: 2352 SUNRISE BLVD, RANCHO CORDOVA**

OWNER: ETHAN CONRAD PROPERTIES, INC - PROJECT MGR: RYAN ADAIR 916-779-1000 1300
NATIONAL DR, STE 100, SACRAMENTO CA 95834

CONTRACTOR: HUPP SIGNS & LIGHTING, INC -PROJECT MGR: JOE HUPP 530-345-7078 PO BOX
7730, CHICO CA 95927

RE: Conditional Use Permit to allow a change to existing monument sign allowance

Ethan Properties and Hupp Signs would appreciate your consideration in allowing us to improve this project by installing 2 new monument signs for the Rivergate Shopping Center. The signs in this proposal will replace two outdated signs and are larger than allowed by code for this property that is in the City's "Special Sign Corridor".

This center currently has approximately 135,000 sq. ft. of retail space and is planned to increase to approximately 170,000 sq. ft.. Improvements on the first phase of this project have been completed and the project has a new modern and very attractive look and feel. This will continue on to the 2nd phase.

Several new major and minor tenants are looking seriously at this project. They really like the location, but their number one concern is visibility thru signage. The current code does not allow for reasonable signage and this is a major deterrent to most of them.

Our proposal includes one 20' wide x 10' tall and one 10' wide x 10' tall monument signs that replace two existing 6' x 8' Kmart monument signs on Sunrise Boulevard and Zinfandel Drive. Current code only allows for 24 square feet of sign area and a maximum height of 6'. Our proposal would increase the actual tenant sign area to approximately 120 square feet on the larger sign and 70 square feet on the smaller sign.

Pursuant to Code Section 23.743.120:C:2:a-g:

A. Due to the size of the buildings & the number of future tenants, the size of the proposed signs are in proportion to the entire proposed project. One 240 Sq. Ft. and One 120 Sq. Ft. monument sign will allow sufficient advertising for all tenants in this large 135,000 sq. ft. shopping center and is therefore in proportion to buildings and square feet.

B. The overall design is consistent with that of the shopping plaza by matching colors & materials of the building. The proposed signs match the previously approved existing monuments on the adjoining parcel in design & colors based on the improvements to the rest of the center.

ATTACHMENT 2

C. The magnitude of this project size & along with the addition and retention of quality tax based businesses should allow for greater signage than allowed by current code. Local codes have changed over the years allowing other businesses in the county area to have larger signs. The special sign corridor is not reasonable to larger scaled projects such as this one. We do not believe this constitutes a special privilege, just common sense.

D. The proposed sign placements will not block either existing businesses or other signs and will be clear of any traffic visibility in accordance to city and safety code.

E. The proposed monuments will be replacing outdated signs & will conform to the center's overall design. The proposed materials are similar to the existing previously permitted monuments on the adjoining parcel.

F. The intent of these monument signs are to conform with the sign regulations in design & aesthetics while allowing all tenants, minor & major to have appropriate visibility while allowing consumers to identify and safely enter the center.

G. All surrounding signs are within the special sign corridor. The proposed signs do not exceed the allowance of the basic sign code, or that of the adjoining county code.

We would appreciate the Council's consideration in approving this request. We have attached for your review the following:

1. Sign Proposal Design and site plans showing setbacks, existing landscape and fire hydrant
2. Alta Survey site plans showing property lines, easements and existing buildings
3. Sales Flyer showing available retail space, features, future buildings and demographics

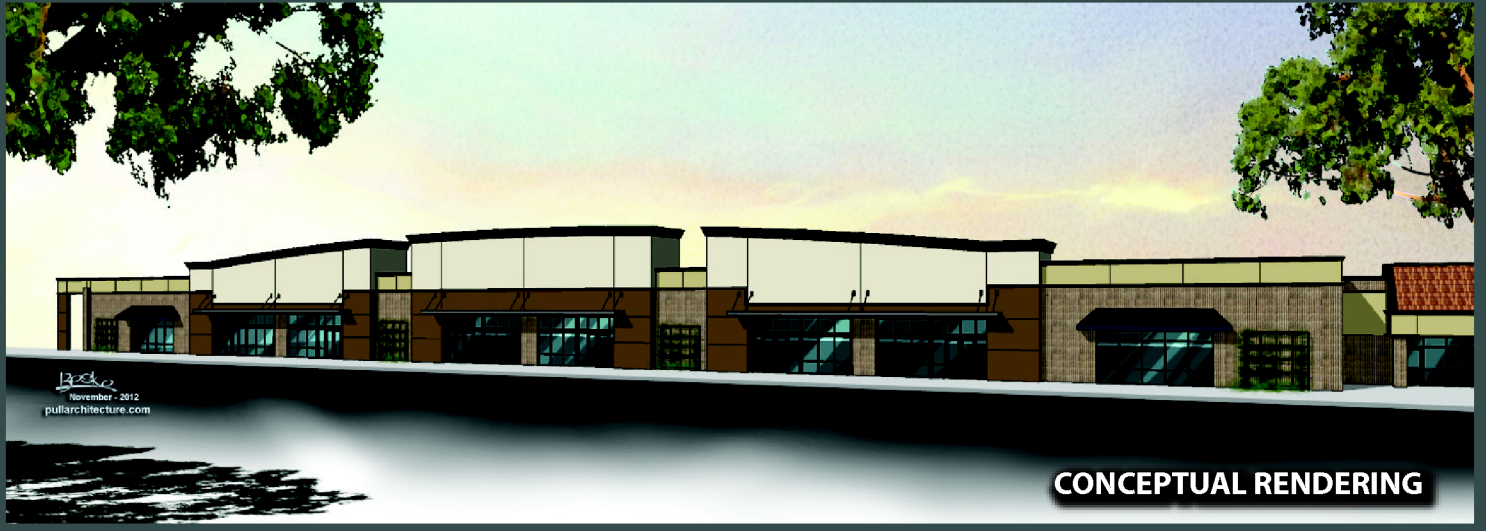
Sincerely,

Joe Hupp

Ethan Conrad



ANCHOR SPACE AVAILABLE 25,000 - 85,000 SF RIVERGATE SHOPPING CENTER



2344 SUNRISE BOULEVARD, RANCHO CORDOVA, CA

FEATURES:

- Convenient access from Highway 50
- Outstanding exposure to Sunrise Boulevard
- Proposed new facade
- Over 105,000 cars per day
- 930 feet of Sunrise frontage

DEMOGRAPHICS:

	1 mile	3 mile	5 mile
2010 Population:	11,997	72,309	227,345
2010 Total Households:	5,057	29,176	93,643
2010 Avg. Household Income:	\$84,372	\$86,372	\$77,535

LEASE RATE:

\$0.85 - \$1.10 PSF per month
NNN costs are \$0.28 PSF

COMMENTS:

The Rivergate Shopping Center is strategically located in the center of a trade area which offers a strong daytime population (55,000) supported by 14.8 million SF of industrial and office space less than 10 minutes south of the center.

Additionally, Rivergate sits in between the Sun River neighborhood and the award winning Gold River Community.

When combined with the high traffic count and outstanding visibility, Rivergate offers retailers an outstanding opportunity to thrive.

FOR MORE INFORMATION, CONTACT:

Carol Sitzenstatter

Lic. 00892998

carol@ethanconradprop.com

Ethan Conrad

Lic. 01298662

ethan@ethanconradprop.com

ETHAN CONRAD
PROPERTIES INC.

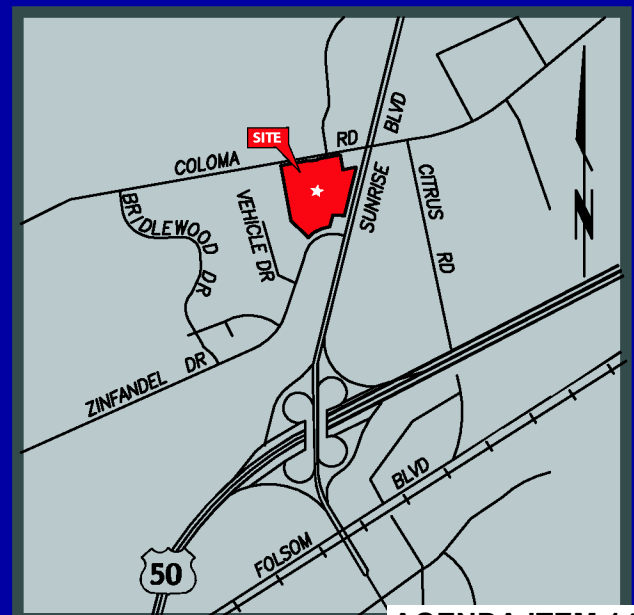
916.779.1000

1300 National Drive, Suite 100

Sacramento, CA 95834

Fax: 916.779.1200

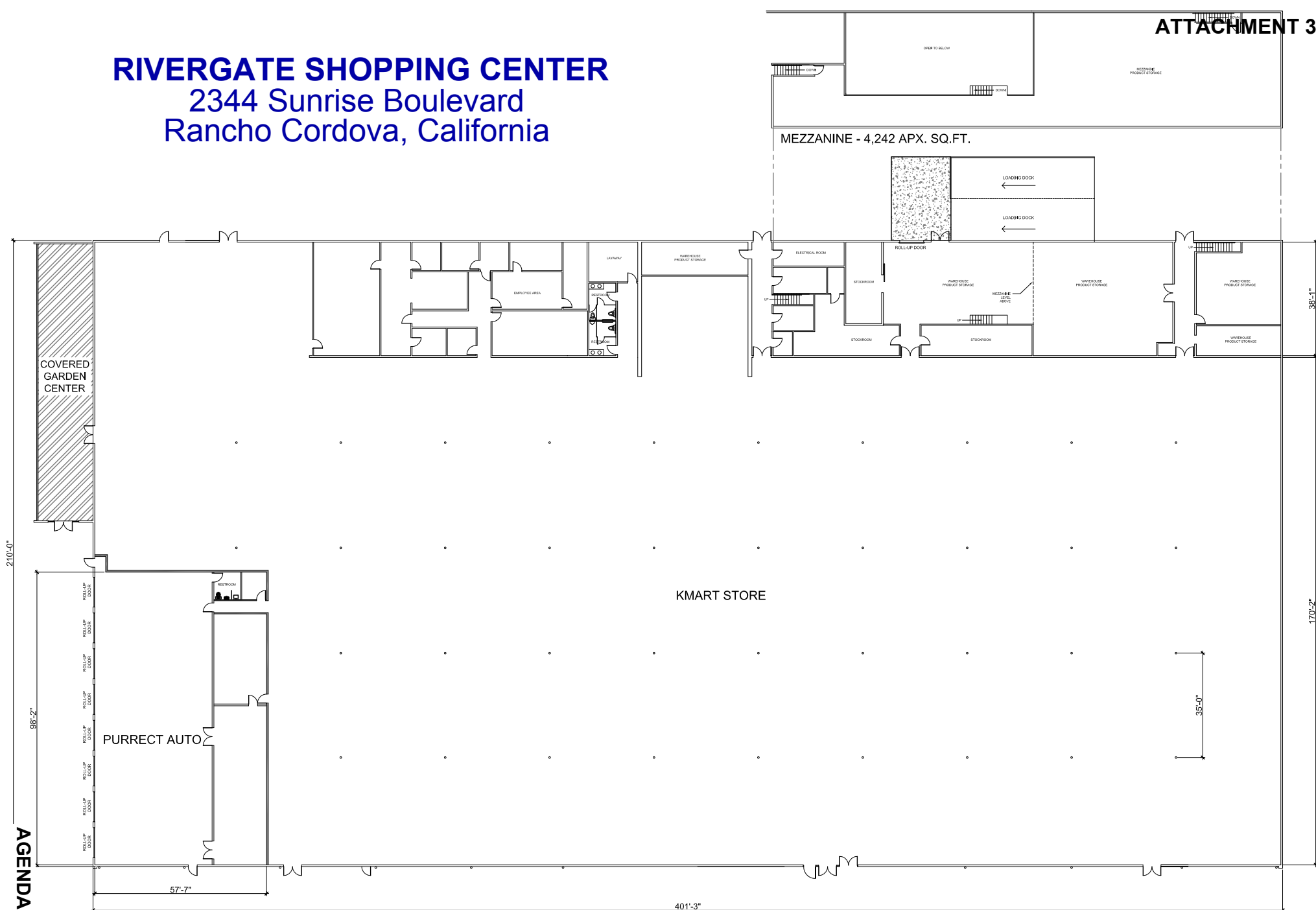
www.ethanconradprop.com



AGENDA ITEM 14.3

RIVERGATE SHOPPING CENTER

2344 Sunrise Boulevard
Rancho Cordova, California

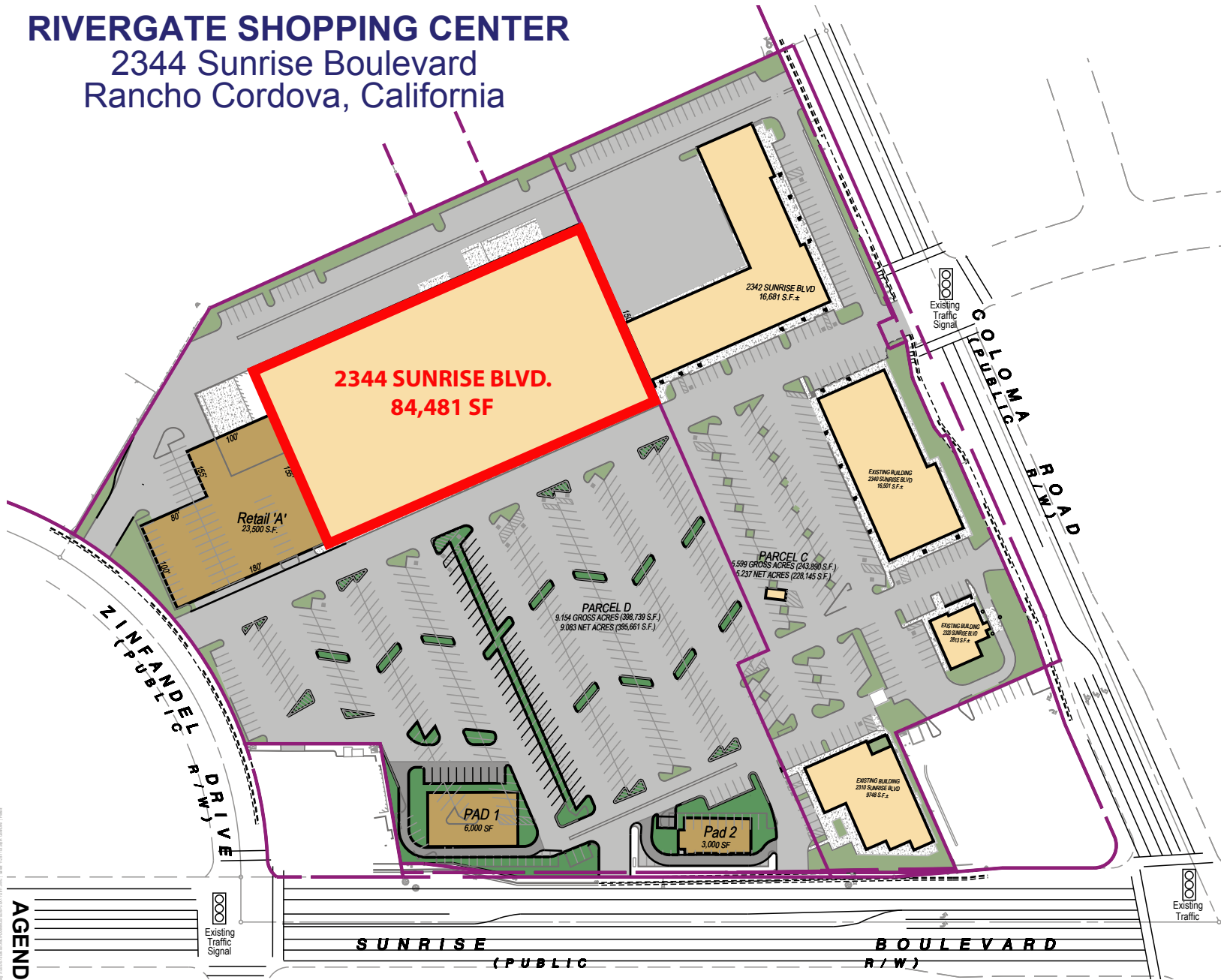
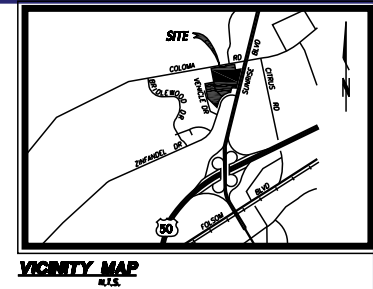


PURRECT AUTO - 5,836 APX. SQ.FT.
TOTAL BUILDING - 84,481 APX. SQ.FT. (ADDITIONAL 4,242 SQ.FT. APX. OF MEZZANINE)

2344 SUNRISE BLVD., RANCHO CORDOVA, CA 95670

RIVERGATE SHOPPING CENTER

2344 Sunrise Boulevard
Rancho Cordova, California



PARKING TABLE:

Building	Bldg SF	Req'd Parking	Prv'd Parking
2340 Sunrise:	16,500 SF	59	
2320 Sunrise:	2,813 SF	28	
2310 Sunrise:	9,747 SF	24	
2344 Sunrise:	84,481 SF	321	
Retail 'A':	23,500 SF	89	
Pad 1:	6,000 SF	55	
Pad 2:	3,000 SF	45	
2342 Sunrise:	16,681 SF	63	
	162,722 SF	684	730

mp MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING

75 Iron Point Circle, Suite 120
Folsom, CA 95630
web: www.mpegr.com

phone: 916.964.7621
fax: 916.964.9417
email: engr@mpengr.com

Designed By: GJB Date: 28 NOV 2011
Drawn By: Drawing Scale: 1" = 50'
Reviewed By: Job Number: 11-0050-00

100 50 0 100 200

RIVERGATE SHOPPING CENTER

2344 Sunrise Boulevard
Rancho Cordova, California

1643
ATTACHMENT 3



RIVERGATE SHOPPING CENTER

2344 Sunrise Boulevard
Rancho Cordova, California

1644
ATTACHMENT 3



FOR MORE INFORMATION CONTACT:

Carol Sitzenstatter

Ethan Conrad

ETHAN CONRAD

PROPERTIES INC.

(916) 779-1000

1300 National Drive, Suite 100

Sacramento, CA 95834

Fax: (916) 779-1200

www.ethanconradprop.com

AGENDA ITEM 14.3



058-0261-027-0000
CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

058-0261-027-0000
OCCUPANT
2344 SUNRISE BLVD
GOLD RIVER CA 95670

056-0400-045-0000
ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-046-0000
KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-047-0000
ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

056-0400-047-0000
OCCUPANT
1409 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-048-0000
ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-049-0000
SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-050-0000
ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-051-0000
PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

056-0400-051-0000
OCCUPANT
1425 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-052-0000
LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-053-0000
LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-054-0000
STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0400-055-0000
STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

056-0400-055-0000
OCCUPANT
1441 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

056-0430-001-0000
JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

056-0430-001-0000
OCCUPANT
11100 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

056-0430-002-0000
SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

056-0430-002-0000
OCCUPANT
2286 SUNRISE BLVD # 1
GOLD RIVER CA 95670

056-0430-002-0000
OCCUPANT
2286 SUNRISE BLVD # 3
GOLD RIVER CA 95670

056-0430-006-0000
JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

056-0430-006-0000
OCCUPANT
2230 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2280 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2274 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2268 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2270 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2262 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2258 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2256 SUNRISE BLVD # A
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2256 SUNRISE BLVD # B
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2254 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2252 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2250 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2248 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2244 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2240 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2234 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2228 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2226 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2224 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2222 SUNRISE BLVD
GOLD RIVER CA 95670

056-0430-006-0000
OCCUPANT
2210 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-011-0000
PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

058-0261-017-0000
FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # A
RANCHO CORDOVA CA 95670

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # 1
RANCHO CORDOVA CA 95670

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # D
RANCHO CORDOVA CA 95670

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # Q
RANCHO CORDOVA CA 95670

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # C3
RANCHO CORDOVA CA 95670

058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR # C2
RANCHO CORDOVA CA 95670

058-0261-017-0000
CAR ZONE
1940 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-017-0000
AUTO VILLAGE AUTO REPAIR
1940 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-021-0000
JOHN & ROSE CARLOTTO 1973
FAMILY TRUST
PO BOX 4349
ANAHEIM CA 92803

058-0261-021-0000
OCCUPANT
2300 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-026-0000
CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

058-0261-026-0000
OCCUPANT
2310 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2320 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 24
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 22
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 21
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 20
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 18
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 17
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 16
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 15
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 14
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2340 SUNRISE BLVD # 13
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2342 SUNRISE BLVD # 38
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2342 SUNRISE BLVD # 37
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2342 SUNRISE BLVD # 36
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2342 SUNRISE BLVD # 31
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2342 SUNRISE BLVD # 30
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
11110 COLOMA BLVD # 43
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
11110 COLOMA BLVD # 42
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
11110 COLOMA BLVD # 41
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
11110 COLOMA BLVD # 40
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2310 SUNRISE BLVD # 1
GOLD RIVER CA 95670

058-0261-026-0000
OCCUPANT
2310 SUNRISE BLVD # 3
GOLD RIVER CA 95670

058-0261-028-0000
PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

058-0261-028-0000
OCCUPANT
2400 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-032-0000
PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

058-0261-032-0000
OCCUPANT
1931 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-033-0000
PINEBROOK VILLAGE L P
8022 FOLSOM-AUBURN RD
FOLSOM CA 95630

058-0261-033-0000
OCCUPANT
2474 SUNRISE BLVD
GOLD RIVER CA 95670

058-0261-037-0000
WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # A
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # B
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # C
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # D
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # E
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # I2
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # I
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # H
RANCHO CORDOVA CA 95670

058-0261-037-0000
OCCUPANT
2301 VEHICLE DR # J
RANCHO CORDOVA CA 95670

058-0261-039-0000
CHURCH INVESTORS EXTENSION
FUND INC
45 S PARK #203
GLEN ELLYN IL 60137

058-0261-039-0000
OCCUPANT
1950 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-044-0000
LATHI FAMILY PARTNERSHIP
PO BOX 1003
CITRUS HEIGHTS CA 95611

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 1
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 2
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 3
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 4
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 5
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 7
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 8
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 9
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11082 COLOMA RD # 10
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11070 COLOMA RD
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11076 COLOMA RD # 1
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11076 COLOMA RD # 5
RANCHO CORDOVA CA 95670

058-0261-044-0000
OCCUPANT
11076 COLOMA RD # 7
RANCHO CORDOVA CA 95670

058-0261-047-0000
SUMMERSET ASSISTED LIVING LLC
3462 STAGECOACH TRL
LOOMIS CA 95650

058-0261-048-0000
KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

058-0261-048-0000
OCCUPANT
2329 VEHICLE DR
RANCHO CORDOVA CA 95670

058-0261-049-0000
N NEVADA
6648 FRANKLIN BLVD
SACRAMENTO CA 95823

058-0261-049-0000
OCCUPANT
11092 COLOMA RD
RANCHO CORDOVA CA 95670

058-0261-050-0000
FOUNDATION FOR HEARING
RESEARCH INC
3518 JEFFERSON AVE
REDWOOD CITY CA 94062

058-0261-050-0000
OCCUPANT
11100 COLOMA RD
RANCHO CORDOVA CA 95670

058-0261-052-0000
HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

058-0261-052-0000
OCCUPANT
1941 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1945 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1947 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1949 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1955 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1951 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1959 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1967 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-052-0000
OCCUPANT
1963 ZINFANDEL DR
RANCHO CORDOVA CA 95670

058-0261-053-0000
HELEN HILLS LP
PO BOX 3549
MANHATTAN BEACH CA 90266

058-0262-001-0000
RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

058-0262-001-0000
OCCUPANT
2401 SUNRISE BLVD
GOLD RIVER CA 95670

058-0262-012-0000
IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

058-0262-012-0000
OCCUPANT
2475 SUNRISE BLVD
GOLD RIVER CA 95670

058-0262-013-0000
BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

058-0262-014-0000
TPC I LLC
2481 SUNRISE BLVD
RANCHO CORDOVA CA 95670

058-0262-015-0000
JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

058-0262-015-0000
OCCUPANT
2483 SUNRISE BLVD
GOLD RIVER CA 95670

058-0262-015-0000
OCCUPANT
2485 SUNRISE BLVD
GOLD RIVER CA 95670

058-0262-017-0000
BURGERS IN-N-OUT
13502 HAMBURGER LN
BALDWIN PARK CA 91706

058-0262-017-0000
OCCUPANT
2487 SUNRISE BLVD
GOLD RIVER CA 95670

058-0262-021-0000
COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

058-0262-021-0000
OCCUPANT
2473 SUNRISE BLVD
GOLD RIVER CA 95670



November 18, 2013

Ethan Conrad
Ethan Conrad Properties, Inc.
 1300 National Drive, Suite 100
 Sacramento, CA 95834
Via email: ethan@ethanconradprop.com

RE: Rivergate Shopping Center
Rancho Cordova, California

Dear Ethan:

We would like to move forward with the opportunity at the Rivergate Shopping Center pending an increase in the current shopping center signage program.

In particular, based on our CEO's inspection of the Property last week, as well as my inspection of the Property previously, it is imperative that the monument signage be increased. The Kmart building is quite a long distance away from Sunrise Boulevard and once the three (3) pad buildings are constructed, the visibility will be further limited. As a grocery retailer, we are sensitive to visibility as well as convenience for our customers.

I am sending you this letter so that you may emphasize the importance of the increased signage to the City of Rancho Cordova. Their approval of the larger multi-tenant monument signs on Sunrise Boulevard and Zinfandel Drive is essential to our moving forward successfully and to the overall success of this shopping center.

I know that our new Smart & Final – Extra! concept would be well-received by the community of Rancho Cordova, but I should stress that if the current request for the Conditional Use Permit for this larger monument sign is not approved, we may not be able to proceed with our lease of space in Rivergate Shopping Center.

Please invite any members of the City of Rancho Cordova to contact me to discuss. My cell phone number is (323) 493-3550.

Thank you,

A handwritten signature in black ink, appearing to read "Holly Jensen", is written over the typed name.

Holly Jensen
Smart & Final
 Real Estate Manager

November 18, 2013

Ethan Conrad
Ethan Conrad Properties, Inc.
1300 National Drive, Suite 100
Sacramento, CA 95834
Via email: ethan@ethanconradprop.com

**RE: Rivergate Shopping Center
Rancho Cordova, California**

Dear Ethan:

I am sending you this letter to emphasize the importance of the City of Rancho Cordova approving the larger multi-tenant monument signs on Sunrise Boulevard and Zinfandel Drive.

These new monument signs are appropriately sized for the Property and are essential to the success of Rivergate Shopping Center.

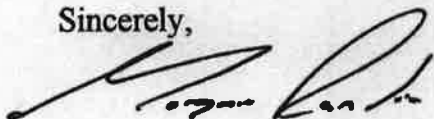
In particular, based on my recent inspection of the Property last week, as well as my inspection of the Property previously, it is imperative that these new monument signs be approved and installed on the Property. This is based on the fact that the former Kmart building is quite a long distance away from Sunrise Boulevard and once the three (3) buildings are constructed on the "pads", this visibility will be further limited (and therefore, prominent, larger monument signage for my company as needed).

Also I should stress that if the current request for the Conditional Use Permit for this larger monument sign is not approved, we may not be able to proceed with our lease of space in Rivergate Shopping Center.

Please forward a copy of this letter to the City of Rancho Cordova and emphasize to them the importance of them approving the Conditional Use Permit for the larger monument signage this evening.

If any of the members of the City of Rancho Cordova would like to contact me, my cell phone number is (208) 685-9793.

Sincerely,



Morgan Randis
Sportsman's Warehouse