



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

Monday, July 07, 2014

5:30 PM – Regular Meeting

AGENDA

Dan Skoglund, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Donald Terry, Council Member

Linda Budge, Council Member



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

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

Monday, July 07, 2014

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Wayne Langford from Sacramento Cordova Stake of The Church of Jesus Christ of Latter-day Saints will give the invocation.

5. PRESENTATIONS

- 5.1 Introduction and Swearing In of City Manager Brian Nakamura.
- 5.2 Presentation on Challenge Rancho Cordova Triathlon by Ryan Coelho.
- 5.3 Presentation on Soil Born Farms Proposed Master Plan by Shawn Harrison, Executive

Director.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

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.

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes of June 16, 2014 Regular Meeting and June 24, 2014 Special Meeting.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Second Reading of Ordinance No. 16-2014, an Ordinance of the City Council of the City of Rancho Cordova Amending the Municipal Code to Repeal Chapter 6.130, Entitled Protection of Children From Sexual Offenders.
Recommendation: Waive the second reading and adopt Ordinance No. 16-2014.
Result of Recommended Action: Ordinance No. 16-2014 would repeal Chapter 6.130 of the Rancho Cordova Municipal Code, as required by a recent court decision related to local regulation of sex offenders.
Staff Report: Adam Lindgren, City Attorney and Kate Cook, Associate City Attorney.
Advances Goal: 1.
- 8.3 **Subject:** Ordinance 17-2014 Amending Chapter 9.81 of the Rancho Cordova Municipal Code, Entitled "Prohibition Against Aggressive, Intrusive and Unsafe Panhandling" to Add Additional Prohibitions.
Recommendation: Introduce and read by title only Ordinance No. 17-2014 amending Chapter 9.81 of the Municipal Code containing the City's Panhandling Regulations.
Result of Recommended Action: Adoption of this Ordinance will add restrictions on where people may panhandle in the City and will prohibit "aggressive panhandling" and similar intimidating, threatening and harassing behavior in all areas of the City. If the Ordinance passes first reading tonight it will return for a final reading and adoption at the next regular City Council meeting.
Staff Report: Adam U. Lindgren, City Attorney and Kate Cook, Associate City Attorney.
Advances Goals: 1, 2.
- 8.4 **Subject:** Appointment of the Representatives to the Governing Board of the Sacramento Central Groundwater Authority.
Recommendation: Adopt Resolution No. 64-2014.
Result of Recommended Action: Adoption of this resolution will appointment City and

Golden State Water Company representatives to the Sacramento Central Groundwater Authority (SCGA) Governing Board.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goals: 1, 2, 5.

- 8.5 **Subject:** Resolution Declaring City's Intention to Create an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection System.
Recommendation: Adopt Resolution No. 76-2014 designating a time and place for hearing protests in connection with a proposed annual stormwater utility fee, approving procedures in connection therewith and taking certain other actions.
Result of Recommended Action: Action on this item will declare the Council's intention to establish the Stormwater Utility Fee and state the Council's intention to levy the fee to pay for storm drainage and flood protection services in developing areas, and set 5:30 p.m., or as soon thereafter as the matter may be heard, on July 21, 2014, as the time and date for a public hearing on the matter.
Staff Report: Elizabeth Sparkman, Senior Engineer.
Advances Goal: 5.
- 8.6 **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services Within the Rancho Cordova Special Police Tax Area for Fiscal Year 2014-15.
Recommendation: Adopt Resolution No. 75-2014.
Result of Recommended Action: This action authorizes and directs the Finance Director to determine, or cause to be determined, the Rancho Cordova Special Police Tax Area's (the "District") Fiscal Year 2014-15 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the County Tax Roll.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.
- 8.7 **Subject:** Resolution Establishing a Fee to Recover Direct Costs Associated with a Police Response to Incidents Caused by a Driver Under the Influence (DUI) of Alcohol and/or Drugs.
Recommendation: Approve Resolution No. 78-2014 to adopt the DUI Cost Recovery Fee for incidents caused by drivers under the influence of alcohol and/or drugs.
Result of Recommended Action: Approval of this resolution will allow the Police Department to recover direct costs associated with the emergency response to a collision or other incident caused by a driver under the influence of alcohol and/or drugs.
Staff Report: Michael Goold, Chief of Police.
Advances Goals: 2, 3, 5.
- 8.8 **Subject:** Resolution Creating Special Tax Area Zone 17 and an Ordinance Establishing a Special Tax for Transit-Related Services for the 3500 Fitzgerald Road Industrial Building Project.
Recommendation: Adopt Resolution No. 92-2014 and waive the first reading and introduce Ordinance No. 19-2014 establishing a Special Tax for Transit-Related Services for the 3500 Fitzgerald Road Industrial Building Project.
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the 3500 Fitzgerald Road Industrial Building Project.
Staff Report: Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 8.9 **Subject:** Resolution Supporting the North State Water Alliance (NSWA) Principles.

Recommendation: Adopt Resolution No. 79-2014 supporting the principles of the North State Water Alliance.

Result of Recommended Action: The North State Water Alliance (Alliance) is a growing coalition of cities, counties, water providers, business, agriculture, and community groups in Northern California, formed to promote responsible statewide water solutions that protect the economy, environment, and quality of life for the North State and for all Californians.

The resolution will state the City's support for the Alliance's principles in its water supply advocacy efforts. The resolution would provide a message of regional unity regarding the protection of area of origin rights, preventing redirected impacts, participation and sound science. Adoption of the resolution will not commit the City to any financial support to the Alliance nor have the City formally join the Alliance.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goals: 1, 2, 5.

- 8.10 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village Large Lot Map.

Recommendation: Approve Resolution No. 83-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Large Lot Map recorded in Book 347 of Maps, Page 9.

Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goals: 2.

- 8.11 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 1.

Recommendation: Approve Resolution No. 84-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 3.

Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goal: 2.

- 8.12 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 2.

Recommendation: Approve Resolution No. 85-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 2 recorded in Book 351 of Maps, Page 4.

Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goal: 2.

- 8.13 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 3.
 Recommendation: Approve Resolution No. 86-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 3 recorded in Book 351 of Maps, Page 1.
 Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.
 Staff Report: Cyrus Abhar, Public Works Director.
 Advances Goals: 2.
- 8.14 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 4.
 Recommendation: Approve Resolution No. 87-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 4 recorded in Book 351 of Maps, Page 2.
 Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.
 Staff Report: Cyrus Abhar, Public Works Director.
 Advances Goal: 2.
- 8.15 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 5.
 Recommendation: Approve Resolution No. 88-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 5 recorded in Book 351 of Maps, Page 5.
 Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.
 Staff Report: Cyrus Abhar, Public Works Director.
 Advances Goal: 2.
- 8.16 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 6.
 Recommendation: Approve Resolution No. 89-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 6 recorded in Book 351 of Maps, Page 6.
 Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.
 Staff Report: Cyrus Abhar, Public Works Director.
 Advances Goal: 2.
- 8.17 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 7.
 Recommendation: Approve Resolution No. 90-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 7

recorded in Book 351 of Maps, Page 7.

Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goal: 2.

- 8.18 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for North Douglas Village 8.

Recommendation: Approve Resolution No. 91-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 8 recorded in Book 351 of Maps, Page 10.

Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goal: 2.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

Recommendation:

That Council:

a) Adopt Resolution No. 66-2014 initiating proceedings for the annual levy and collection of assessments, declaring its intention to levy the annual assessments and preliminarily approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2014-2015; and

b) Adopt Resolution No. 67-2014 amending and/or approving the Annual Engineer's Report and ordering the levy and collection of assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2014-2015.

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

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

Advances Goal: 5.

- 9.2 **Subject:** North Douglas Development Agreement Second Amendment; Project No. DD8466 - Located at the North Side of Douglas Road, East of Americanos Boulevard.

Recommendation: Introduce and waive the first reading of Ordinance 18-2014; and Adopt Resolution 81-2014.

Result of Recommended Action: Adoption of Ordinance No. 18-2014 will amend certain provisions of the North Douglas Development Agreement, including the term of the Development Agreement, provisions related to park land dedication, timing of improvements, payment of park and other development-related fees and maintenance responsibilities. Adoption of Resolution No. 81-2014 will approve a Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement for the North Douglas subdivision consolidating park development and park credit

requirements for the project.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goal: 2.

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

Recommendation: Adopt Resolution No. 74-2014.

Result of Recommended Action: This action will authorize the delinquent residential solid waste service charges to be collected on the 2014-15 property tax bill.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

- 9.4 **Subject:** Smart and Final Conditional Use Permit and Letter of Public Convenience and Necessity for Off-sale Liquor Sales; Project No. DD8469 – Located at 2344 Sunrise Boulevard, Suite 2.

Recommendation: Adopt Resolution No. 80-2014.

Result of Recommended Action: Adoption of Resolution No. 80-2014 would grant the applicant's requests for a Conditional Use Permit (CUP) and a Letter of Public Convenience and Necessity (PCN) to allow the sale of beer, wine, and distilled spirits. This resolution would be forwarded to the Department of Alcohol Beverage Control (ABC), which would allow the applicant to proceed in review process to obtain a license to sell alcohol (Type 21).

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** AutoZone Minor Design Review; Project No. DD8452 – Located at 10121 Folsom Boulevard.

Recommendation: Adopt Resolution No. 82-2014.

Result of Recommended Action: Adoption of Resolution No. 82-2014 would allow the remodel of the existing Walker Hardware building on Folsom Boulevard to be occupied by an AutoZone retail store. The proposed site is zoned Commercial Mixed Use, a designation that allows auto retail. The proposed renovations include installation of signage and a parapet wall along the southern building elevation and a portion of the west building elevation, modification of existing aluminum storefront framing from silver to red, and installation of a new man door and delivery door in replacement of a portion of the window area on the south elevation. The building would also be painted with traditional AutoZone colors including a dark and light gray, white, red, and orange. The project would bring vitality to the Boulevard in an area that has been vacant for several years.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 6.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** A Resolution Allowing Residential Land/Properties Within the City to Participate in Voluntary Property Assessed Clean Energy (PACE) Programs.

Recommendation: Adopt Resolution No. 77-2014.

Result of Recommended Action: Adoption of this resolution will allow residential property owners in Rancho Cordova to voluntarily participate in PACE financing for the

acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property.

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

Advances Goal: 5.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
<i>Tuesday, July 15, 2014</i>	<i>City Council Special Meeting/Work Session (5:30 PM)</i>
<i>Monday, July 21, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, July 29, 2014</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Monday, August 4, 2014</i>	<i>CANCELLED: City Council Regular Meeting (5:30 PM)</i>
<i>Monday, August 18, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, August 26, 2014</i>	<i>City Council Special 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

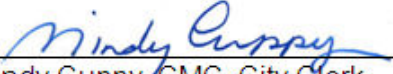
The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune 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, July 07, 2014 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, July 3, 2014 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 Thursday, July 3, 2014 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk

American River Ranch Master Plan

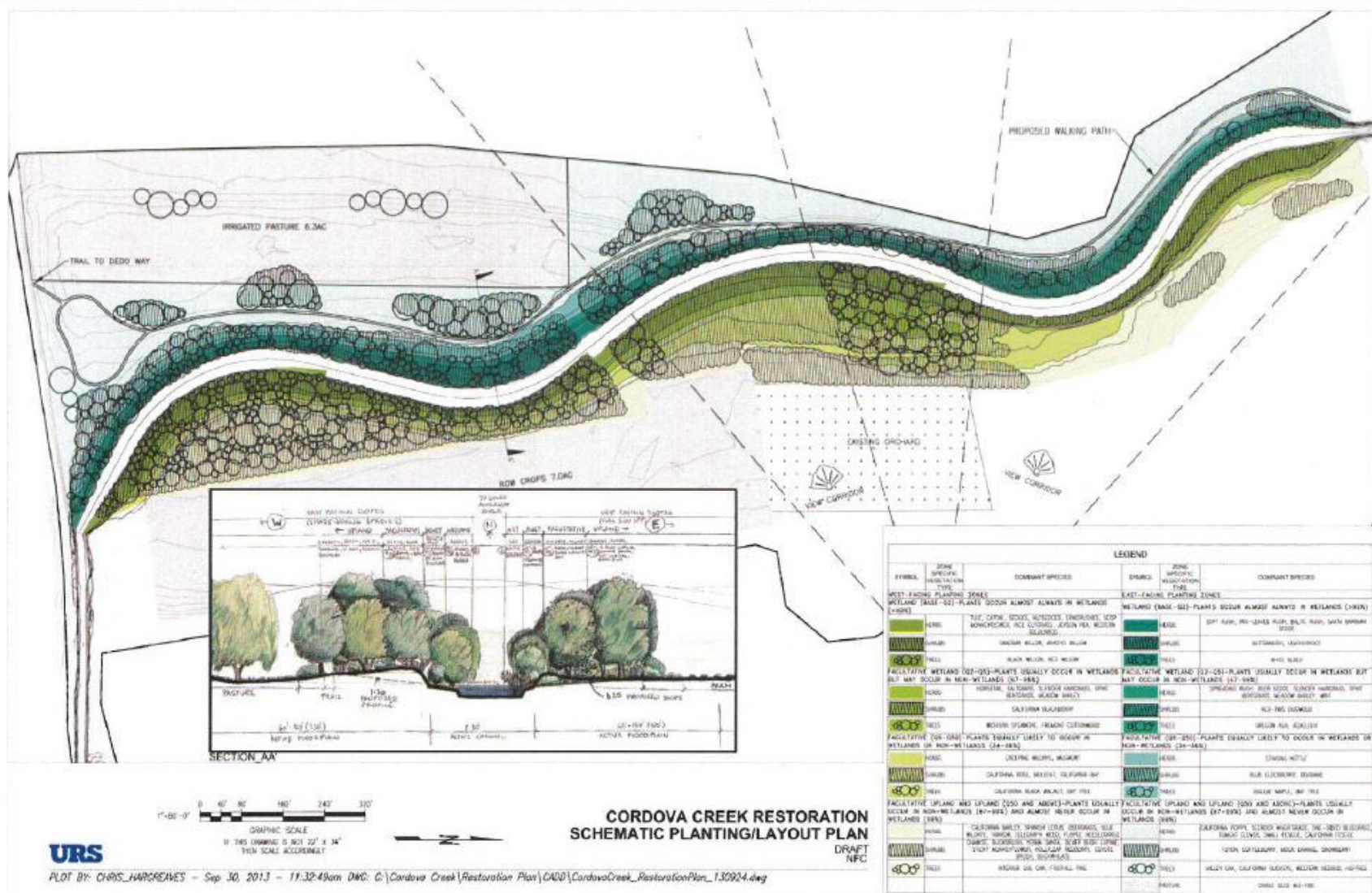


Prepared by:

Soil Born Farms and Mogavero Notestine

2014





Notes: Courtesy of URS



Cordova Creek Naturalization Project

Naturalization Schematic Planting Layout

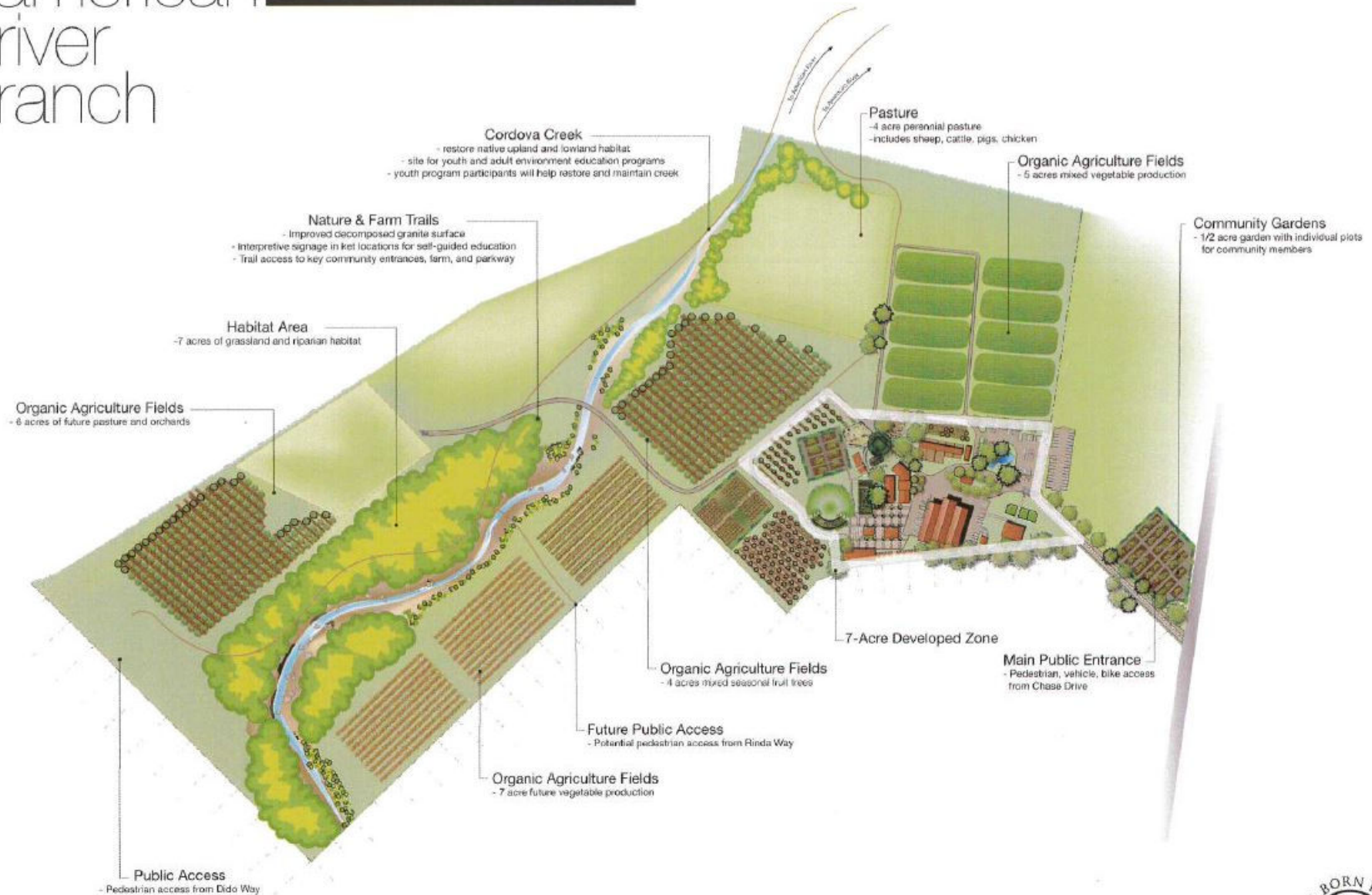
Project No. 12-1027

Created By: URS

Figure 24

american river ranch

center for food + health + environment



american river ranch

center for food + health + environment

Natural Playscape
-40 x 40 space
-integration of picnic area
-creative play features

Plant Nursery
-Farm greenhouses and covered seeding areas

Plant Nursery
-Native plants
-Operated by California Native Plant Society

Outdoor Classroom
-Interpretive space for visiting groups and events
-Seating for 200
-Edible and native landscaping

Kitchen Pavilion
-LEED Certified 2,000 square foot commercial training kitchen
-Staff kitchen with outdoor patio and kitchen garden

Multipurpose Room
-LEED certified indoor classroom and event space
-Event equipment storage
-Staff breakroom, laundry, bathroom

Animal Barn and Tool Shed
-Enclosed structure for animal protection
-Hay loft design feature

Farm Stand
-Sales venue for fresh and value-added farm products
-Farmers Market orientation with indoor and outdoor display
-Edible and native landscaping with picnic tables

Multipurpose Barn
-Enclosed building for produce pack and equipment storage
-Wood and metal shop
-Covered event space

Farm Offices
-Renovated existing building
-Connection to new interpretive center
-Open space design

Interpretive Center Building
-LEED certified visitor center
-Reception, gift shop, community room

Staff Housing
-Eight 10 x 10 cabins for seasonal beginning farming trainees

Caretaker Facility
-Main house with garage





DRAFT SSHCP REVIEW/COMPLETION SCHEDULE

<u>Chapter/Section¹</u>	<u>Submittal Date</u>
1. Chapter 1 (Introduction)	April 18
2. Chapter 2 (Physical Environment)	April 30
3. Chapter 4 (Land Use)	April 30
4. Chapter 5 (Covered Activities; A&MMs)	July 7
5. Chapter 10 (Implementation)	July 30
6. Chapter 6 (Impacts)	July 30 ²
7. Chapter 3 (Landcover/Species Conditions)	July 30
8. Chapter 7 (Conservation Strategy)	July 30 ²
9. Chapter 8 (Monitoring/Adaptive Management)	July 30 ³
10. Chapter 9 (Economics)	Aug 30

COMPLETE PRODUCTS

1. Stakeholder Review Draft HCP	Sept 17 ⁴
2. Draft HCP/ARP	Nov 17
3. Draft EIS/EIR	Dec 15
4. Draft Implementing Agreement	Dec 15

¹Assumes that ARP contents will be incorporated into various sections of HCP, and separate summary prepared as Appendix to EIS/EIR.

²Assumes that an approved format is worked out for species analysis, direct and indirect footprints, and species models by July 3.

³Assumes agreement from RAWG on approach to monitoring by June 30

⁴Excluding chapter 9, assumes that turnaround times for RAWG review of each section does not exceed 30 days from submittal date.

KEY ISSUES

1. Permit Term (Chapter 1 and Appendix)
2. Direct and Indirect Effects (Chapter 6)
3. BGOs, Preserve Assembly, Species Conservation Analysis (Chapter 7)
4. Monitoring/Adaptive Management (Chapter 8)
5. ARP Integration (Chapter 7, other sections, appendix)
6. Section 401/RWQCB Regs; (appendix)
7. Implementing Entity Structure (Chapter 10)
8. Economics – review/discuss assumptions/early results (Chapter 9)
9. Get Ahead/Stay Ahead; Over and Above; Inventory (Chapter 7, other)



**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, June 16, 2014

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Skoglund called the regular meeting to order in the David B. Roberts Council Chambers at 5:33 PM.

Council Members Present: Terry, McGarvey, Skoglund, Budge

Council Members Absent: Sander

Staff Members Present: Lindgren, Abhar, Chinn, Cuppy, Junker, Silva, Crone, Flory, Hadley, Haven, Holt, Simpson, Thomas, Brown, Jordan, Norton, Pittman, George

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Amy Horiamoto led the pledge.

4. INVOCATION

Reverend Steve Krogh from Grace Lutheran Church will give the invocation.

5. PRESENTATIONS

- 5.1 Golden State Water Presentation Given By District Manager Paul Schubert.
- 5.2 Presentation of Proclamation to Cordova Community Council Honoring the 30th Anniversary of Rancho Cordova Fourth of July.
- 5.3 Presentation of Proclamation to Progressive Insurance for their Day of Service.

6. PUBLIC COMMENT

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

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of June 2, 2014 Special Meeting and Regular Meeting and June 10, 2014 Special Meeting.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Second Reading of Ordinance No. 14-2014, An Ordinance Levying a Special Tax within the Community Facilities District No. 2014-1 (Montelena).
Recommendation: Waive the second reading and adopt Ordinance No. 14-2014.
Result of Recommended Action: Adoption of this ordinance will levy a special tax within Community Services Facilities District (CFD) No. 2014-1 (Montelena) at the rate and method of apportionment of special tax set forth in the resolution of formation of the CFD.
Staff Report: Michelle Mingay, Senior Finance Analyst.
Advances Goal: 5.
- 8.3 **Subject:** Second Reading of Ordinance No. 15-2014, An Ordinance Levying Special Tax within Community Facilities District No. 2014 (Street, Lighting and Landscaping Maintenance).
Recommendation: Waive the second reading and adopt Ordinance No. 15-2014.
Result of Recommended Action: This ordinance authorizes the levy the special tax within the CFD at the rate and in accordance with the rate and method of apportionment of special tax set forth in the resolution of formation commencing FY 2014-15 and each fiscal year thereafter to pay for the services of the CFD.
Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.
Advances Goal: 5.
- 8.4 **Subject:** Ordinance No. 16-2014, An Ordinance of the City Council of the City of Rancho Cordova Amending the Municipal Code to Repeal Chapter 6.130, Entitled

Protection of Children From Sexual Offenders.

Recommendation: Introduce and waive first reading of Ordinance No. 16-2014.

Result of Recommended Action: Ordinance No. 16-2014 would repeal Chapter 6.130 of the Rancho Cordova Municipal Code, as required by a recent court decision related to local regulation of sex offenders. If approved tonight, it will come before the City Council for second reading and adoption at the July 7, 2014 meeting.

Staff Report: Adam Lindgren, City Attorney and Kate Cook, Associate City Attorney.

Advances Goal: 1.

- 8.5 **Subject:** Adoption of the Revision to the Fiscal Years 2010/2011 through 2013/2014 Appropriations (Gann) Limit.

Recommendation: That Council adopt Resolution No. 59-2014, approving the revision to the fiscal years 2010/2011 through 2013/2014 appropriations limit and making the annual election for adjustment factors. The purpose of the adjustment is to ensure the limit is increased by the amount it costs to provide services in the geographical area annexed into the City on July 1, 2010.

Result of Recommended Action: Approval of the Appropriations Limit and factors used therein will ensure compliance with state law.

Staff Report: Liisa Behrends, Senior Accountant.

Advances Goal: 5.

- 8.6 **Subject:** Adoption of the Fiscal Year 2014/2015 Appropriations (Gann) Limit.

Recommendation: That Council adopt Resolution No. 58-2014, approving the appropriations limit for the fiscal year 2014/2015 and making the annual election for adjustment factors.

Result of Recommended Action: Approval of the appropriations limit and factors used therein will ensure compliance with state law.

Staff Report: Liisa Behrends, Senior Accountant.

Advances Goal: 5.

- 8.7 **Subject:** Resolution Amending the Fiscal Years 2013/2014 and 2014/2015 Adopted Budget for the City of Rancho Cordova.

Recommendation: That Council adopt Resolution No. 62-2014.

Result of Recommended Action: The 2013/2014 Adopted Budget will be amended to reflect variances in expenses not originally anticipated in the budget. This amendment will bring our actual anticipated expenditures in line with our approved appropriations for those specific items.

The 2014/2015 Adopted Budget will be amended to reflect grants awarded after the adoption of the budget. This action will ensure our ability to submit reimbursement claims to the grantees throughout the year.

The City's 2014/2015 salary schedule will be approved in compliance with the California Code of Regulations, Title 2, Section 570.5 which requires governing bodies of local agencies contracting with the California Public Employees' Retirement System to approve and adopt salary schedules in accordance with public meeting laws.

Staff Report: Liisa Behrends, Senior Accountant.

Advances Goal: 5.

- 8.8 **Subject:** Resolution Authorizing the Public Works Director to Execute and Submit the Rancho Cordova Transportation Development Act Claims for FY 13/14 and FY 14/15 to the Sacramento Area Council of Governments.

Recommendation: Adopt Resolution No. 57-2014.

Result of Recommended Action: Adoption of this resolution authorizes the Public Works Director to execute and submit Transportation Claims for Local F Transportation Funds for FY 13/14 and FY 14/15.

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

Advances Goals: 2, 5.

- 8.9 **Subject:** Resolution Approving the First Amendment to the Reimbursement Agreement between the Kilgore Cemetery Enterprise Fund and the City of Rancho Cordova and Creating an Automatic Annual Budget Amendment when it is Necessary to Transfer from the General Fund to the Cemetery Fund for the Purposes of Reducing the Balance of the Advance.

Recommendation: Adopt Resolution No. 52-2014.

Result of Recommended Action: Adoption of Resolution No. 52-2014 will amend the repayment terms for the advance of funds from the City of Rancho Cordova ("City") to the Kilgore Cemetery Enterprise Fund ("Fund") by reducing the current balance of the advance over a period of 6 years (or by 1/6) for every year the Fund has inadequate net income to make an annual debt service payment; but only to the extent the City has sufficient surplus revenues to absorb the reduction. The resolution also created an automatic budget adjustment in the General Fund in each year that there exists sufficient surplus to transfer 1/6th of the now existing loan balance out of the General Fund to the Cemetery Fund.

Staff Report: Donna Silva, Finance Director.

Advances Goal: 5.

- 8.10 **Subject:** A resolution of the City Council Authorizing Submittal of an Application to the State Department of Housing and Community Development in Support of the Horizons Senior Development for an Amount not to exceed \$6,000,000 in Home Investment Partnerships Program (HOME) funding and if funding is awarded, the Authorization to Execute a Standard Agreement for such funding including any Amendment and any Related Documents Necessary to Participate in the HOME Program.

Recommendation: Staff recommends Council adopt Resolution No. 55-2014.

Result of Recommended Action: Adoption of Resolution 55-2014 will authorize City Staff to submit an application to the State of California Department of Housing and Community Development (HCD) for an amount not to exceed \$6,000,000 in funding from the HOME Program. Additionally, upon award of program funds, the recommended action will authorize City Staff to enter into a Standard Agreement with HCD.

Staff Report: Reed Flory, Housing Services Administrator.

Advances Goals: 1, 2, 3, 6.

- 8.11 **Subject:** Resolution Appointing Linda Budge as Mayor Pro Tempore for the Period June 17, 2014 to June 24, 2014 in Order to Represent the City of Rancho Cordova in the Mayor's Absence at the New Cities Summit and U.S. Conference of Mayors Conferences.

Recommendation: Adopt Resolution No. 63-2014

Result of Recommended Action: Adoption of this resolution will appoint Linda Budge as Mayor Pro Tempore for the period June 17-24, 2014.

Staff Report: Mindy Cuppy, City Clerk.

Advances Goal: 1.

- 8.12 **Subject:** Resolution Authorizing the City Manager to Execute a Three Year On-Call

Street Signage Services Agreement with McGuire-Pacific Constructors in an Amount Not to Exceed \$600,000.

Recommendation: Adopt Resolution No. 53-2014.

Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute an on-call contract with McGuire-Pacific Constructors for Citywide street signage services. The contract will be set for a three year term and will expire on June 30, 2017.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goals: 1, 2, 5.

- 8.13 **Subject:** Resolution Authorizing the City Manager to Execute the Second Amendment to Contract 17-2012 with Mark Thomas & Company to Increase the Maximum Compensation to \$485,000.

Recommendation: Adopt Resolution No. 51-2014.

Result of Recommended Action: Adoption of this resolution will allow the City Manager to execute the second amendment with Mark Thomas & Company to increase funds from \$420,000 to \$485,000 to complete survey work initiated in the Folsom Boulevard Transit Priority Area Implementation Plan funded by the Strategic Growth Council.

Staff Report: Cyrus Abhar, Public Works Director and Kathy Garcia, Senior Engineer.

Advances Goals: 1, 2, 5.

- 8.14 **Subject:** Resolution Awarding a Surface Treatment Services Agreement to California Pavement Maintenance Company, Inc.

Recommendation: Adopt Resolution 61-2014.

Result of Recommended Action: Adoption of the resolution will allow the City to award a two year surface treatment services agreement to the second lowest responsive bidder, California Pavement Maintenance Company, Inc., in an amount not to exceed \$1.5 Million.

Staff Report: Cyrus Abhar, Public Works Department.

Advances Goals: 1, 2, 5.

- 8.15 **Subject:** Resolution Authorizing the City Manager to Execute Amendment No. 15-M0111-3 to the Memorandum of Understanding for Probation Services Between the City of Rancho Cordova and the County of Sacramento in the Amount of \$149,345 Annually.

Recommendation: Adopt Resolution No. 65-2014.

Result of Recommended Action: Adoption of this resolution will allow the City to extend for one year the contract with the Sacramento County Probation Department to provide the services of two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project.

Staff Report: Kerry Simpson, Neighborhood Services Manager and Jessica Crone, Accounting Technician.

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

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Adoption of a Resolution Approving Issuance of Multifamily Revenue Bonds by the California Statewide Communities Development Authority in Support of an Affordable 48 Unit Seniors Development, Horizons at New Rancho. No New City Debt Obligation Associated with this Resolution.

Recommendation: Adopt Resolution No. 54-2014.

Result of Recommended Action: Upon approval of the proposed financing, bonds will be issued to Urban Housing Communities, LLC in an amount not to exceed \$7.5 Million as a construction loan supporting the Horizons project.

Staff Report: Reed Flory, Housing Services Administrator.

Advances Goals: 1, 2, 3, 6.

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

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

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Chick-fil-A Major Design Review and Conditional Use Permit - Project No. DD8454 – Located at the northwest corner of Zinfandel Drive and Sunrise Boulevard (Continued from May 19, 2014 City Council Meeting).

Recommendation: Adopt Resolution 34-2014.

Result of Recommended Action: Adoption of Resolution 34-2014 would allow construction of a new 4,526 square foot drive-through Chick-fil-A restaurant with outdoor seating, new parking configuration and landscaping within the existing Rivergate Shopping Center. This infill project would redesign a southern section of the existing Rivergate parking lot, north of the existing Chevron gas station.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

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

The applicants for Chick-fil-A addressed council and answered questions:

- Jennifer Daw
- Robert Lombardi
- Dave Dorsey

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 3:1 roll call vote. (Budge dissenting) (Sander absent)

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Potential Formation of an Economic Development Corporation or Community Development Corporation to Advance City Goals.

Recommendation: Direct staff to consider ways to improve coordination among existing economic development providers, including possibly creating the recommended business emissary. Direct staff to continue exploring the formation of a Community Development Corporation focused on Transit Oriented Development.

Result of Recommended Action: Better coordination among existing economic development partners and a dedicated business emissary can significantly improve business engagement in civic affairs. The City's business-friendly reputation should grow along with jobs, real estate value, and the entire economic development program.

Staff Report: Amanda Norton, Economic Development.

Advances Goals: 1, 6.

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

Wes Ervin addressed council and answered questions.

ACTION: Discussion item only; no action taken.

- 11.2 **Subject:** Adoption of Amended and Restated Disposition, Development and Loan Agreement (DDLA) with Urban Housing Communities (UHC), for the Horizons @ New Rancho Senior Housing Project.

Recommendation: Adopt Resolution No. 56-2014.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute the amended DDLA with Developer for the Horizons @ New Rancho senior affordable housing development thereby permitting the submittal of an application for required additional project funding.

Staff Report: Reed Flory, Housing Services Administrator.

Advances Goals: 1, 2, 3, 6.

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

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

Joe Chinn, Interim City Manager, reported that City Staff are preparing for the new city manager, Brian Nakamura's, arrival. Joe also encouraged the community to join the 4th of July event.

Mayor Skoglund and Council Members shared their appreciation to Joe Chinn as Interim City Manager and presented him with a Certificate of Recognition.

14. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 8:35 PM.

Mindy Cuppy, CMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, June 24, 2014

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the special meeting to order in the American River Community Room North at 5:44 PM.

Council Members Present: Skoglund, Budge, Sander, Terry

Council Members Absent: McGarvey

Staff Members Present: Cuppy, Abhar, Chinn, Silva, Flory, Holt, Junker, Haven, Norton, Cook

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Economic Development Incentive Criteria.

Recommendation: Staff recommends the City Council have a discussion and provide direction on potential incentive criteria for economic development projects.

Result of Recommended Action: Staff will incorporate Council directed criteria to establish criteria for business incentives that will be brought back to Council for

consideration at a future Council meeting.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goals: 1, 6.

ACTION: Discussion item only; no action taken.

3.2 **Subject:** Event Space, Point East Hotel Project.

Recommendation: Staff recommends the City Council provide direction on the potential incentives for a new event space and hotel located at 11212 Point East Drive, Rancho Cordova, CA.

Result of Recommended Action: Provide staff with direction on potential incentives for a hotel and event space project on Point East Drive. The applicant has requested the following three incentives: (1) Extend deferral of building permit and development fees, \$589,000 amortized over 30 years, accruing 3% interest, and payments beginning in year four; (2) Provide applicant up to \$457,734 to be used to construct infrastructure improvements; and (3) Allow the Adjustment to the parking standard, thereby reducing the number of parking spaces.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goals: 1, 6.

ACTION: Discussion item only; no action taken.

4. **ADJOURNMENT**

Mayor Skoglund adjourned the meeting at 7:32 PM.

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE MUNICIPAL CODE TO REPEAL CHAPTER 6.130, ENTITLED
PROTECTION OF CHILDREN FROM SEXUAL OFFENDERS**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Purpose and Declarations.**

WHEREAS, the City Council previously adopted Ordinances 47-2006 and 55-2006 which added Chapter 6.130 to the Rancho Cordova Municipal Code entitled "Protection of Children From Sexual Offenders" which prohibited persons convicted of specified sexual offenses from being in places such as City parks, schools, or day care centers where children are likely present, in order to protect children from sexual offenders within the City;

WHEREAS, the California Court of Appeal has recently held in *People v. Nguyen* (2014) 222 Cal.App.4th 1168 and in other decisions, that this type of ordinance violates State law because it is preempted by State laws which already regulate daily activities of sexual offenders; and

WHEREAS, the City desires to comply with State and Federal laws pertaining to regulation of sexual offenders within the City; and

WHEREAS, the amendments to the Municipal Code made by this Ordinance will achieve this objective.

Section 2. Amendment of Code. Chapter 6.130 of the Rancho Cordova Municipal Code, "Protection of Children from Sexual Offenders," is hereby repealed in its entirety.

Section 3. 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 on the ____ day of ____, 2014 by the following vote:

AYES:**NOES:****ABSENT:****ABSTAIN:**

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney
Kate Cook, Associate City Attorney

SUBJECT: ORDINANCE 17-2014 AMENDING CHAPTER 9.81 OF THE RANCHO CORDOVA MUNICIPAL CODE, ENTITLED "PROHIBITION AGAINST AGGRESSIVE, INTRUSIVE AND UNSAFE PANHANDLING" TO ADD ADDITIONAL PROHIBITIONS

RECOMMENDATION

Introduce and read by title only Ordinance No. 17-2014 amending Chapter 9.81 of the Municipal Code containing the City's panhandling regulations.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will add restrictions on where people may panhandle in the City and will prohibit "aggressive panhandling" and similar intimidating, threatening and harassing behavior in all areas of the City. If the Ordinance passes first reading tonight it will return for a final reading and adoption at the next regular City Council meeting.

BACKGROUND

Introduction

In 2009, the City Council adopted Ordinance No. 17-2009 which added Chapter 9.81 to the Municipal Code entitled "Prohibition Against Aggressive, Intrusive and Unsafe Panhandling." The City Council adopted the ordinance after hearing testimony and evidence from the community and the police department about the dangers posed by panhandling in certain areas throughout the City. In particular, the City Council determined that panhandling in roadway medians, on public transportation, at public transportation stops, and at traffic intersections to persons driving or riding in vehicles was especially dangerous. Therefore, panhandling in those locations were prohibited by the ordinance.

Overview of the Law

Federal and state courts have held that panhandling is a type of speech protected by the First Amendment of the United States Constitution and the broader liberty of speech clause within the California Constitution. Because panhandling is protected speech, cities may adopt regulations on panhandling provided the regulations are content neutral, meaning the regulations do not treat individuals differently depending on their message. Additionally, the regulations must be narrowly tailored to serve an important government interest and leave open ample alternative channels of communication.

Proposed Changes

In Ordinance 17-2009, the City Council chose to prohibit panhandling in only a few areas of the City in order to be as least restrictive as possible and to leave open plenty of areas of the City for panhandlers to exercise their right to solicit charitable donations, while still protecting the public from intimidation and harassment.

Since the ordinance was adopted, the Police Department, Code Enforcement Division, and the City Council have continued to receive complaints from residents and business owners related to aggressive panhandling in the City. Specifically, there have been complaints of incidents in parking lots, at gas stations, and other similar areas where individuals are not as free to simply walk away from an aggressive solicitor.

Recent court cases have made it clear that the City may legally adopt more restrictions on panhandling in other areas of the City and may completely prohibit “aggressive panhandling.” The attached Ordinance would restrict panhandling in the following additional areas of the City:

- (1) Public parking lots and structures after dark;
- (2) Outdoor dining areas of restaurants;
- (3) Within 15 feet of any entrance or exist from a bank, check cashing business, or ATM machine;
- (4) Within 15 feet of a gas station gas pump available to the public; and
- (5) Within 15 feet of driveways accessing shopping centers, retail and business establishments.

The Ordinance would also add a provision to the Municipal Code completely prohibiting “aggressive solicitation” in any location. Aggressive solicitation is defined by the Ordinance as soliciting while doing any of the following:

- (1) Intentionally blocking or interfering with safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- (2) Intentionally touching or causing physical contact with another person without that person’s consent in the course of soliciting;
- (3) Following the solicitee, going behind, ahead or alongside of him or her, with the intent to intimidate or coerce;
- (4) Threatening the solicitee, by word or gesture, with physical harm;
- (5) Abusing the solicitee with words which are offensive and inherently likely to provoke an immediate violent reaction; or
- (6) Persisting in soliciting an individual after the person has given a negative response to such soliciting.

The Ordinance would also amend the Municipal Code to make it clear that a violation of this chapter is a misdemeanor, unless the City Attorney or City Prosecutor determines it should be charged as an infraction.

These new restrictions have been upheld as constitutional by courts in litigation involving regulations adopted by cities such as San Francisco, Santa Monica, and Los Angeles.¹

Accordingly, staff recommends adoption of the attached Ordinance 17-2014.

ATTACHMENTS

1. Ordinance No. 17-2014
2. Red-lined version of RCMC Chapter 9.81, showing all amendments
3. Panhandling Statistics from Police Department

¹ See *Doucette v. City of Santa Monica*, 955 F. Supp. 1192, 1209 (C.D. Cal 1997); *Los Angeles Alliance for Survival v. City of Los Angeles*, 22 Cal.4th 352 (2000); *Comite de Jornaleros de Redondo Beach v. City of Redondo Beach*, 657 F.3d 936 (9th Cir. 2000).

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CITY OF RANCHO CORDOVA

ORDINANCE NO. 17-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE MUNICIPAL CODE CHAPTER 9.81, ENTITLED PROHIBITION
AGAINST AGGRESSIVE, INTRUSIVE AND UNSAFE PANHANDLING TO ADD
ADDITIONAL PROHIBITIONS**

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

Section 1. Purpose and Declarations.

WHEREAS, in 2009, the City Council adopted Ordinance 17-2009, which added Chapter 9.81 entitled "Prohibition Against Aggressive, Intrusive and Unsafe Panhandling" to the Rancho Cordova Municipal Code. The City Council's purpose in enacting the chapter was to protect the safety and welfare of the general public by imposing regulations against unsafe panhandling that were reasonable time, place, and manner restrictions that still respected the constitutional rights of free speech for all citizens;

WHEREAS, panhandling continues to pose a threat to the safety and welfare of the public, therefore the City Council desires to adopt further regulations to prohibit aggressive panhandling, and panhandling in specified areas of the City as allowed by the law to prevent unnecessary harassment and intimidation of residents and visitors of the City; and

WHEREAS, state and federal courts have continued to clarify constitutionally permissible regulations that cities may adopt to regulate panhandling in cases such as *Berkeley Community Health Project v. City of Berkeley*, 966 F.Supp. 941 (N.D. Cal. 1997); *Los Angeles Alliance for Survival v. City of Los Angeles*, 22 Cal.4th 352 (2000); and *Doucette v. City of Santa Monica*, 955 F.Supp.1192 (1997); and

WHEREAS, the amendments to the Municipal Code made by this Ordinance will achieve these objectives.

Section 2. Amendment of Code. Section 9.81.010(C) of the Rancho Cordova Municipal Code, is hereby amended to read as follows:

"C. Vehicle safety risks.

1. The practice of panhandling for contributions from persons in vehicles in the public roadway from a median or near intersections subjects the panhandlers, pedestrians and vehicles to an unacceptable level of danger. Drivers become distracted from their primary duty to watch traffic which results in the delay and obstruction of the public's free flow of travel. These activities further result in the congestion and blockage of streets when such persons approach the vehicles to negotiate with the occupants. The most severe impacts are experienced when money or other items of value are directly and immediately exchanged, hand-to-hand, in the public right-of-way as a result of the solicitation. Distracted drivers are more prone to be involved in automobile accidents, and accidents on the public streets constitute a substantial traffic safety problem.

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2. The city council finds that the practice of panhandling near driveways accessing shopping centers, retail and business establishments presents an unacceptable level of danger for panhandlers, pedestrians and vehicles. The location of the panhandler near the driveway interferes with drivers' vision and ability to safely enter and exit the driveway. Furthermore, drivers become distracted from their duty to watch traffic as they maneuver to avoid a panhandler preventing safe access to the driveway, then causing vehicular congestion and blockage of traffic. As set forth above, distracted drivers are more prone to automobile accidents and the safety risk to vehicle occupants, panhandlers, and pedestrians increase."

Section 3. Amendment of Code. Section 9.81.010(D) of the Rancho Cordova Municipal Code, is hereby amended to read as follows:

"D. The city council further finds that panhandling from people in places where they are a captive audience (in which it is impossible or difficult for them to exercise their own rights to decline to listen to or to avoid panhandling from others) is abusive, detracts from the right of transit-dependent residents to the quiet enjoyment of these public facilities on which they necessarily rely, increases the vulnerability to intimidation or harassment of such residents since they must have cash or means of payment out or readily available at such sites, and creates an unacceptable risk to the residents' safety and welfare. Such places include buses, shuttles and marked public transportation stops, banks and check cashing facilities, ATM Machines, outdoor dining facilities, and public parking lots and structures, and gas pumps available for public use. Restricting panhandling in these places will provide a balance between the rights of panhandlers and the rights of persons who will commonly be carrying cash on their persons and wish to decline or avoid such panhandlers."

Section 4. Amendment of Code. Section 9.81.010(E) of the Rancho Cordova Municipal Code, is hereby amended to read as follows:

"E. The restrictions contained herein are neither overbroad nor vague, and are narrowly tailored to serve a substantial governmental interest. The goal of this chapter is to protect city residents, visitors and panhandlers from traffic safety problems, along with intrusive or threatening conduct and personal harassment or intimidation that may result from panhandling."

Section 5. Amendment of Code. Section 9.81.020, "Definitions," of the Rancho Cordova Municipal Code, is hereby amended to read as follows:

"For the purpose of this chapter, unless the context clearly requires a different meaning, the words, terms and phrases hereinafter shall have the meaning given them in this section.

A. "Automated teller machine" shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

B. "Automated teller machine facility" shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers during and after regular banking hours.

C. "Bank" means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

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D. "Credit union" means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

E. "Check cashing business" means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

F. "Donation" means a gift of money or other item of value and shall also include the purchase of an item for an amount exceeding its value under circumstances where a reasonable person would understand that the purchase is in substance a gift.

G. "Median strip" means a paved or planted area of public right-of-way, dividing a street or highway into lanes according to the direction of travel.

H. "Panhandling" shall include spoken, written, or printed words, or bodily gestures, signs or other means with the purpose of obtaining a direct and immediate donation of money or other things of value or soliciting the direct and immediate sale of goods or services at the place of solicitation. It shall not include such activities that merely involve communications and information and do not call for the direct and immediate exchange of money or other things of value.

I. "Public transportation vehicle" shall mean any vehicle, including a bus, shuttle or train, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.

J. "Savings and loan association" means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act."

Section 6. Amendment of Code. Section 9.81.030, "All panhandling prohibited at specified locations," of the Rancho Cordova Municipal Code, shall be amended to add the following language:

"D. Public Parking Lots or Structures. No person shall panhandle in any public parking lots or structures any time after dark. A public parking lot or structure means any such facility that is available to the public for parking, even if the property is privately owned. After dark means any time from one-half hour after sunset to one-half hour before sunrise. This paragraph shall not apply to any of the following:

(1) to solicitations related to business which is being conducted on the subject premises by the owner or lawful tenants;

(2) to solicitations related to the lawful towing of a vehicle; or

(3) to solicitations related to emergency repairs requested by the operator or other occupant of a vehicle.

E. Outdoor Dining Areas. No person shall panhandle in, or within 15 feet of, outdoor dining areas of restaurants or other dining establishments serving food for immediate consumption.

F. Banks and ATMs. No person shall panhandle within 15 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or

ATTACHMENT 1

within 15 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall panhandle within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas. The provisions of this paragraph shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

G. At or within 15 feet of a gas station gas pump available to the public.

H. At or within 15 feet of a driveway accessing a shopping center, retail, or business establishment."

Section 7. Amendment of Code. Section 9.81.040 of the Rancho Cordova Municipal Code shall be retitled "Penalty for Violation of Section 9.81.030" and Section 9.81.040(A) shall be amended to read as follows:

"A. Violation of Section 9.81.030 of the RCMC shall be a misdemeanor punishable by a fine not to exceed \$1,000 or by imprisonment for a period not to exceed six months, or both. However, a violation of Section 9.81.030 may be charged, in the discretion of the City Attorney or City Prosecutor, as an infraction."

Section 8. Amendment of Code. Section 9.81.050, entitled "Aggressive solicitation prohibited," shall be added to the Rancho Cordova Municipal Code to read as follows:

"A. It shall be unlawful for any person to solicit by harassing, intimidating or menacing another person on a public street or sidewalk or in another place open to the public, whether publicly or privately owned.

B. For purposes of this Section:

(1) "Solicit" means to ask another by word or gesture for the immediate payment of money or for some other thing of value.

(2) "Solicit by harassing, intimidating or menacing" means to do any of the following while soliciting:

(i) Intentionally blocking or interfering with safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

(ii) Intentionally touching or causing physical contact with another person without that person's consent in the course of soliciting;

(iii) Following the solicitee, going behind, ahead or alongside of him or her, with the intent to intimidate or coerce;

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(iv) Threatening the solicitee, by word or gesture, with physical harm;

(v) Abusing the solicitee with words which are offensive and inherently likely to provoke an immediate violent reaction; or

(vi) Persisting in soliciting an individual after the person has given a negative response to such soliciting.

(C) Any person violating the provisions of this Section shall be guilty of a misdemeanor and upon conviction shall be fined an amount not to exceed \$1,000 or be imprisoned for a period not to exceed six months or both."

Section 9. 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 10. 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 on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Chapter 9.81 PROHIBITION AGAINST AGGRESSIVE, INTRUSIVE AND UNSAFE PANHANDLING

Sections:

- 9.81.010 Findings and purpose.
- 9.81.020 Definitions.
- 9.81.030 All panhandling prohibited at specified locations.
- 9.81.040 Penalty for violation of Section 9.81.030.
- 9.81.050 Aggressive solicitation prohibited.

9.81.010 Findings and purpose.

A. In enacting this chapter, it is the intent of the city council of Rancho Cordova to protect the safety and welfare of the general public by imposing regulations against unsafe panhandling. This chapter imposes reasonable time, place and manner restrictions on unsafe panhandling while respecting the constitutional rights of free speech for all citizens.

B. The city council, through evidence and testimony presented by the police department and the community, finds that panhandling on roadway medians, public transportation and public transportation stops, and at traffic intersections is unsafe, disturbing and disruptive to residents and transit-dependent residents.

C. Vehicle safety risks.

1. The practice of panhandling for contributions from persons in vehicles in the public roadway from a median or near intersections subjects the panhandlers, pedestrians and vehicles to an unacceptable level of danger. Drivers become distracted from their primary duty to watch traffic which results in the delay and obstruction of the public's free flow of travel. These activities further result in the congestion and blockage of streets when such persons approach the vehicles to negotiate with the occupants. The most severe impacts are experienced when money or other items of value are directly and immediately exchanged, hand-to-hand, in the public right-of-way as a result of the solicitation. Distracted drivers are more prone to be involved in automobile accidents, and accidents on the public streets constitute a substantial traffic safety problem.

2. The city council finds that the practice of panhandling near driveways accessing shopping centers, retail and business establishments presents an unacceptable level of danger for panhandlers, pedestrians and vehicles. The location of the panhandler near the driveway interferes with drivers' vision and ability to safely enter and exit the driveway. Furthermore, drivers become distracted from their duty to watch traffic as they

maneuver to avoid a panhandler preventing safe access to the driveway, then causing vehicular congestion and blockage of traffic. As set forth above, distracted drivers are more prone to automobile accidents and the safety risk to vehicle occupants, panhandlers, and pedestrians increase."

D. The city council further finds that panhandling from people in places where they are a captive audience (in which it is impossible or difficult for them to exercise their own rights to decline to listen to or to avoid panhandling from others) is abusive, detracts from the right of transit-dependent residents to the quiet enjoyment of these public facilities on which they necessarily rely, increases the vulnerability to intimidation or harassment of such residents since they must have cash or means of payment out or readily available at such sites, and creates an unacceptable risk to the residents' safety and welfare. Such places include buses, shuttles and marked public transportation stops, banks and check cashing facilities, ATM Machines, outdoor dining facilities, and public parking lots and structures, and gas pumps available for public use. Restricting panhandling in these places will provide a balance between the rights of panhandlers and the rights of persons who will commonly be carrying cash on their persons and wish to decline or avoid such panhandlers.

E. The restrictions contained herein are neither overbroad nor vague, and are narrowly tailored to serve a substantial governmental interest. The goal of this chapter is to protect city residents, visitors and panhandlers from traffic safety problems, along with intrusive or threatening conduct and personal harassment or intimidation that may result from panhandling.

F. Reasonable time, place and manner restrictions on panhandling will avoid these negative effects and will not unreasonably restrict the expressive activity of people engaging in panhandling. [Ord. 17-2009 § 1].

9.81.020 Definitions.

For the purpose of this chapter, unless the context clearly requires a different meaning, the words, terms and phrases hereinafter shall have the meaning given them in this section.

A. "Automated teller machine" shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

B. "Automated teller machine facility" shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers during and after regular banking hours.

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C. "Bank" means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

D. "Credit union" means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

E. "Check cashing business" means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

F. "Donation" means a gift of money or other item of value and shall also include the purchase of an item for an amount exceeding its value under circumstances where a reasonable person would understand that the purchase is in substance a gift.

BG. "Median strip" means a paved or planted area of public right-of-way, dividing a street or highway into lanes according to the direction of travel.

CH. "Panhandling" shall include spoken, written, or printed words, or bodily gestures, signs or other means with the purpose of obtaining a direct and immediate donation of money or other things of value or soliciting the direct and immediate sale of goods or services at the place of solicitation. It shall not include such activities that merely involve communications and information and do not call for the direct and immediate exchange of money or other things of value.

DI. "Public transportation vehicle" shall mean any vehicle, including a bus, shuttle or train, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire. [Ord. 17-2009 § 1].

J. "Savings and loan association" means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

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9.81.030 All panhandling prohibited at specified locations.

All panhandling shall be prohibited at the following specified locations:

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A. Motor Vehicles. No person shall panhandle from an operator or occupant traveling in a motor vehicle while such vehicle is located within 200 feet of any open intersection in which at least one corner is controlled by an official traffic signal of the type set forth in Vehicle Code Section 21450 or by any sign regulating the flow of traffic, such as a stop sign or yield sign, or a freeway/highway on- and off-ramp.

B. Median Strips. No person shall panhandle on a median strip.

C. Public Transportation Vehicles and Stops. No person shall panhandle in any public transportation vehicle or within 50 feet of any designated or posted public transportation vehicle stop. [Ord. 17-2009 § 1].

D. Public Parking Lots or Structures. No person shall panhandle in any public parking lots or structures any time after dark. A public parking lot or structure means any such facility that is available to the public for parking, even if the property is privately owned. After dark means any time from one-half hour after sunset to one-half hour before sunrise. This paragraph shall not apply to any of the following:

(1) to solicitations related to business which is being conducted on the subject premises by the owner or lawful tenants;

(2) to solicitations related to the lawful towing of a vehicle; or

(3) to solicitations related to emergency repairs requested by the operator or other occupant of a vehicle.

E. Outdoor Dining Areas. No person shall panhandle in, or within 15 feet of, outdoor dining areas of restaurants or other dining establishments serving food for immediate consumption.

F. Banks and ATMs. No person shall panhandle within 15 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or within 15 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall panhandle within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas. The provisions of this paragraph shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking

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activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

G. At or within 15 feet of a gas station gas pump available to the public.

H. At or within 15 feet of a driveway accessing a shopping center, retail, or business establishment,

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9.81.040 Penalty for Violation of Section 9.81.030.

A. Violation of ~~this chapter~~ Section 9.81.030 shall be ~~an infraction~~ a misdemeanor punishable by a fine not to exceed \$1,000 or by imprisonment for a period not to exceed six months, or both, but ~~However, a violation of Section 9.81.030 may be charged, in the discretion of the citing officer~~ City Attorney or City Prosecutor, as an infraction ~~misdemeanor. Violations of this chapter~~ Section 9.81.030 shall not be charged as misdemeanors unless the citing officer observes egregious violations or aggravating circumstances.

B. Nothing in this chapter in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter.

9.81.050 Aggressive solicitation prohibited.

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A. It shall be unlawful for any person to solicit by harassing, intimidating or menacing another person on a public street or sidewalk or in another place open to the public, whether publicly or privately owned.

B. For purposes of this Section:

(1) "Solicit" means to ask another by word or gesture for the immediate payment of money or for some other thing of value.

(2) "Solicit by harassing, intimidating or menacing" means to do any of the following while soliciting:

(i) Intentionally blocking or interfering with safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

(ii) Intentionally touching or causing physical contact with another person without that person's consent in the course of soliciting;

(iii) Following the solicitee, going behind, ahead or alongside of him or her, with the intent to intimidate or coerce;

(iv) Threatening the solicitee, by word or gesture, with physical harm;

(v) Abusing the solicitee with words which are offensive and inherently likely to provoke an immediate violent reaction; or

(vi) Persisting in soliciting an individual after the person has given a negative response to such soliciting.

(C) Any person violating the provisions of this Section shall be guilty of a misdemeanor and upon conviction shall be fined an amount not to exceed \$1,000 or be imprisoned for a period not to exceed six months or both.

2292084.1



CRIME ANALYSIS

SACRAMENTO SHERIFF'S DEPARTMENT
East Division/Rancho Cordova P.D.
2897 Kilgore Rd, Rancho Cordova CA, 95670



Panhandling Statistics

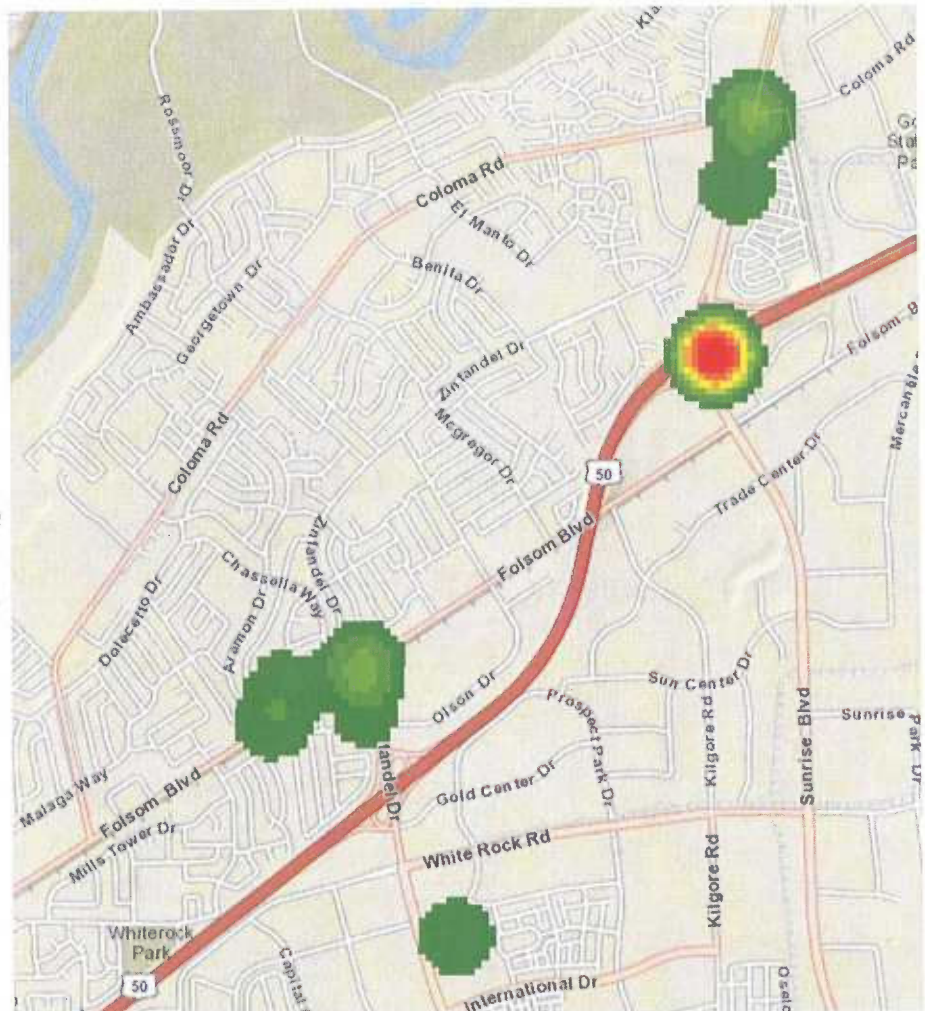
Panhandling statistics were reviewed for calendar years 2011 through June 30, 2014.

	2011	2012	2013	2014*
Number of Cites	46	38	56	21
Cited Subjects	29	21	34	17
Breakdown				
Freeway Intersection	11	17	24	13
Major Intersection	30	18	28	8
Other	5	3	4	0

*Total through 6/30/2014

Most recorded locations for panhandling cites are written as intersection. The cites that officers attributed to a specific address were all recorded in the above chart as either one within a shopping center or a free standing gas station.

Over the entire studied time frame, the Sunrise Blvd and Highway 50 on and off ramps were the highest ranked areas for panhandlers. The map to the right displays calendar year 2013 hot spots, however 2014 is experiencing the same activity.



MEMORANDUM

DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

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



RECOMMENDATION

Adopt Resolution 64-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will appoint City and Golden State Water Company Representatives to the Sacramento Central Groundwater Authority (SCGA) Governing Board.

BACKGROUND

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

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

As outlined in the JPA, the City of Rancho Cordova Representative and Golden State Water Representative are appointed by the Rancho Cordova City Council. In 2010, City Council appointed Cyrus Abhar and Elizabeth Sparkman to represent the City and Scott Ford and Paul Schubert to represent Golden State Water Company. The term of this appointment is set to expire and new representatives need to be selected.

Staff recommends that Council appoint the following members and alternates to the SCGA Governing Board for the next four year term:

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

FISCAL IMPACT

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

ATTACHMENT

Resolution 64-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 64-2014

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Senior Engineer

SUBJECT: **RESOLUTION DECLARING CITY'S INTENTION TO CREATE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEM**

RECOMMENDATION

Adopt Resolution No. 76-2014 of the City Council designating a time and place for hearing protests in connection with a proposed annual stormwater utility fee, approving procedures in connection therewith and taking certain other actions.

RESULT OF RECOMMENDED ACTION

Action on this item will declare the Council's intention to establish the Stormwater Utility Fee and state the Council's intention to levy the fee to pay for storm drainage and flood protection services in developing areas, and set 5:30 p.m., or as soon thereafter as the matter may be heard, on July 21, 2014, as the time and date for a public hearing on the matter.

BACKGROUND

The Council has approved projects in the City, including the Montelena project. This project has a condition of approval which requires that the property owner annex to a new District to be formed by the City of Rancho Cordova to fund operation and maintenance of the storm drainage system. This condition will be satisfied by the formation of and participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

Previously projects were required to annex to the County's Stormwater Utility. Since the City is taking over drainage maintenance and operations services from the County, it is necessary to establish this district to properly fund drainage services to ensure compliance with new state and federal laws and regulations.

The property owner of the Montelena project has requested the City create the Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to create the Stormwater Utility Fee. In addition, the property owner advanced funds to fund costs associated with the creation of the new fee. This fee is proposed to be called the City of Rancho Cordova Stormwater Utility Fee, County of Sacramento, State of California (hereinafter referred to as "Stormwater Utility Fee.") The Stormwater Utility Fee will initially include the project generally known as the Montelena Project, see **ATTACHMENT 1**, but can expand in the future as other projects in need of maintenance of public storm drain and flood protection improvements are included in the Stormwater Utility Fee area. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

ATTACHMENT 2 is the Resolution of Intention to establish the Stormwater Utility Fee. The resolution sets forth the City's intention to establish the Stormwater Utility Fee and sets 5:30 p.m., or as soon thereafter as possible, on July 21, 2014 as the time and date for a hearing on the matters set forth therein. Notice of the Public Hearing will be published in the Grapevine Independent as required by law. Furthermore, a notice of the hearing will be mailed to each property owner within the proposed Stormwater Utility Fee area.

A "Rate Analysis Report" was prepared by Harris & Associates that calculates the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see **ATTACHMENT 3**. The maximum annual fee is proposed to be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics

A sample of the Stormwater Utility Fees for Fiscal Year 2014/2015 are summarized in the following table:

Table 1

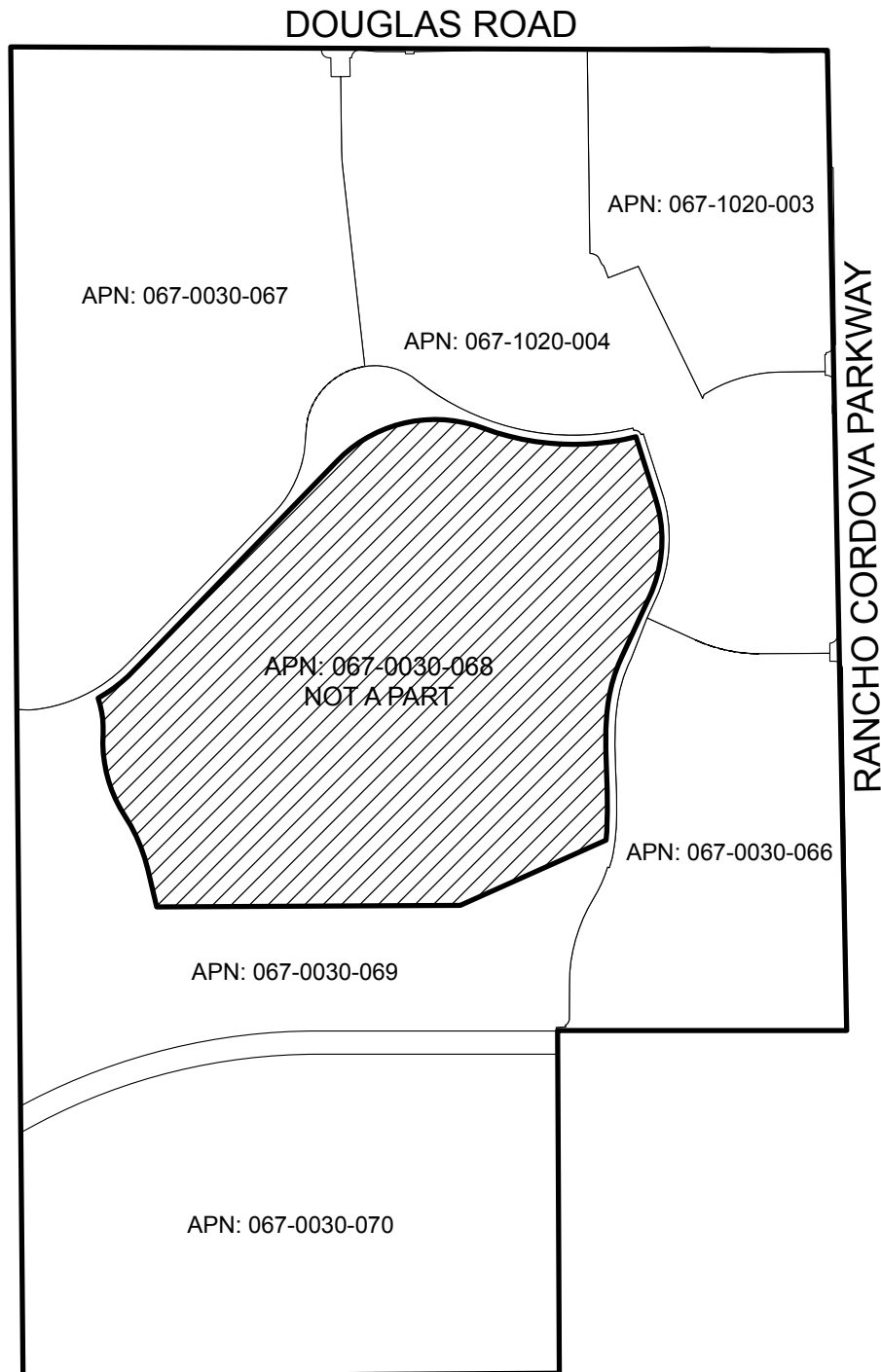
Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$144.48
Single Family Residential (SFR2)	0.22	\$158.93
Single Family Residential (SFR3)	0.30	\$169.77
Single Family Residential (SFR4)	0.40	\$180.60
Single Family Residential (SFR5)	1.00	\$225.75
Multi-Family Residential (MFR1)	5.00	\$6,772.61
Commercial	1.00	\$1,715.73
Industrial	1.00	\$1,444.82
Schools	5.00	\$4,515.08
Private Recreation	1.00	\$451.51
Parks/Greenbelts	2.00	\$361.21
Public Property (with structures)	2.00	\$1,083.62

In tonight's action, the council is requested to adopt Resolution No. 76-2014 which declares the Council's intention to create the Stormwater Utility Fee, sets July 21, 2014 as the date and time for a public hearing, sets procedures for conducting the creation process and directs the City Clerk to give notice of the public hearing.

ATTACHMENTS

1. Boundary Map
2. Resolution No. 76-2014 with Exhibit A
3. Preliminary Rate Analysis Report

City of Rancho Cordova Stormwater Utility Fee Area (Montelena)



Legend

-  Parcel Boundary
-  Fee Area



ATTACHMENT 2

RESOLUTION NO. 76-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH A
PROPOSED ANNUAL STORMWATER UTILITY FEE, APPROVING PROCEDURES IN
CONNECTION THEREWITH AND TAKING CERTAIN OTHER ACTIONS**

RESOLVED, by the City Council (the "Council") of the City of Rancho Cordova (the "City"), County of Sacramento, State of California as follows:

WHEREAS, this Council is considering a proposal to impose an annual Stormwater Utility Fee (the "Proposed Stormwater Utility Fee") for services and facilities furnished by the City in connection with its storm drain and flood protection system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2014-15, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5473 et seq. of the California Health and Safety Code.

WHEREAS, this Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee.

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated April 15, 2014, (the "Written Report") to be prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public review.

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee " as set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Procedures").

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The foregoing recitals are true and correct.
2. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL DESIGNATES MONDAY, JULY 21, 2014, AT THE HOUR OF 5:30 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS, CITY HALL, 2729 PROSPECT DRIVE, RANCHO CORDOVA, CALIFORNIA, AS THE TIME AND PLACE FOR A PUBLIC HEARING ON THE ABOVE-DESCRIBED WRITTEN REPORT AND PROTESTS OR OBJECTIONS TO THE IMPOSITION OF THE PROPOSED STORMWATER UTILITY FEE.

At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the

Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.

4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.

5. The City Council hereby designates Elizabeth Sparkman, Senior Engineer, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A PROTEST HEARING AND VOTE RELATING TO A PROPOSED STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee Fee (the "Proposed Stormwater Utility Fee ").

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A. Written Report	Page 1
B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee	Page 1
C. Eligibility to File a Protest	Page 2
D. Submission of Written Protests	Page 3
E. Conduct of the Public Hearing; Determination of A Majority Protest	Page 3
F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2014-15.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee as part of a consolidated utility bill via CUBS or on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2014-15;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 4:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 4:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Hear a staff presentation pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt an Ordinance imposing the Stormwater Utility Fee, subject to voter approval; and
 - (iv) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote; Determination of a Majority Consent

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."
- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 4:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 4:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.



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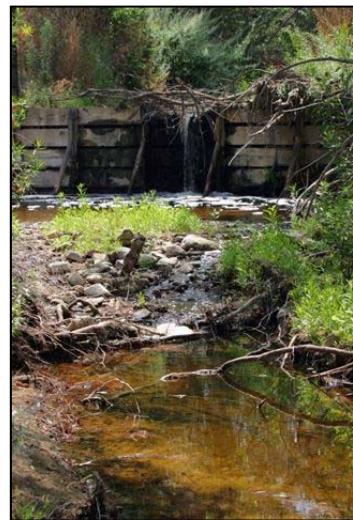
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



April 15, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

- 1) "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."
- 2) "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."
- 3) "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."
- 4) "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."
- 5) "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large in substantially the same manner as it is to property owners."

Background Information

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,635	13,156
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,852	13,231
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substa	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Services Funded

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

Section 6.b of Article XIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non- Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	632	7,904.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190	1,269	48,788

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
Basins Mowing	320	AC	\$9,510	1 year	\$ 3,043,200.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$6,509,517

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$494,552

Estimated Total: \$7,049,069

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$7,049,069 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (48,788), the maximum estimated annual Stormwater Utility Fee rate is **\$144.48 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably

equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Runoff Coefficient	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 144.48
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 158.93
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 169.77
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 180.60
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 225.75
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	0.75	46.875	\$ 6,772.61
COMMERCIAL	1.00	0.95	11.875	\$ 1,715.73
INDUSTRIAL	1.00	0.80	10.000	\$ 1,444.82
SCHOOLS	5.00	0.50	31.250	\$ 4,515.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 451.51
PARKS/GREENBELTS	2.00	0.10	2.500	\$ 361.21
PUBLIC	2.00	0.30	7.500	\$ 1,083.62

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

- Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - The name, phone number, mailing address, and email address, if available, of the property owner.
 - The Assessor's Parcel Number (APN) of the property in question.
- If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
- Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.

- a. If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.
- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

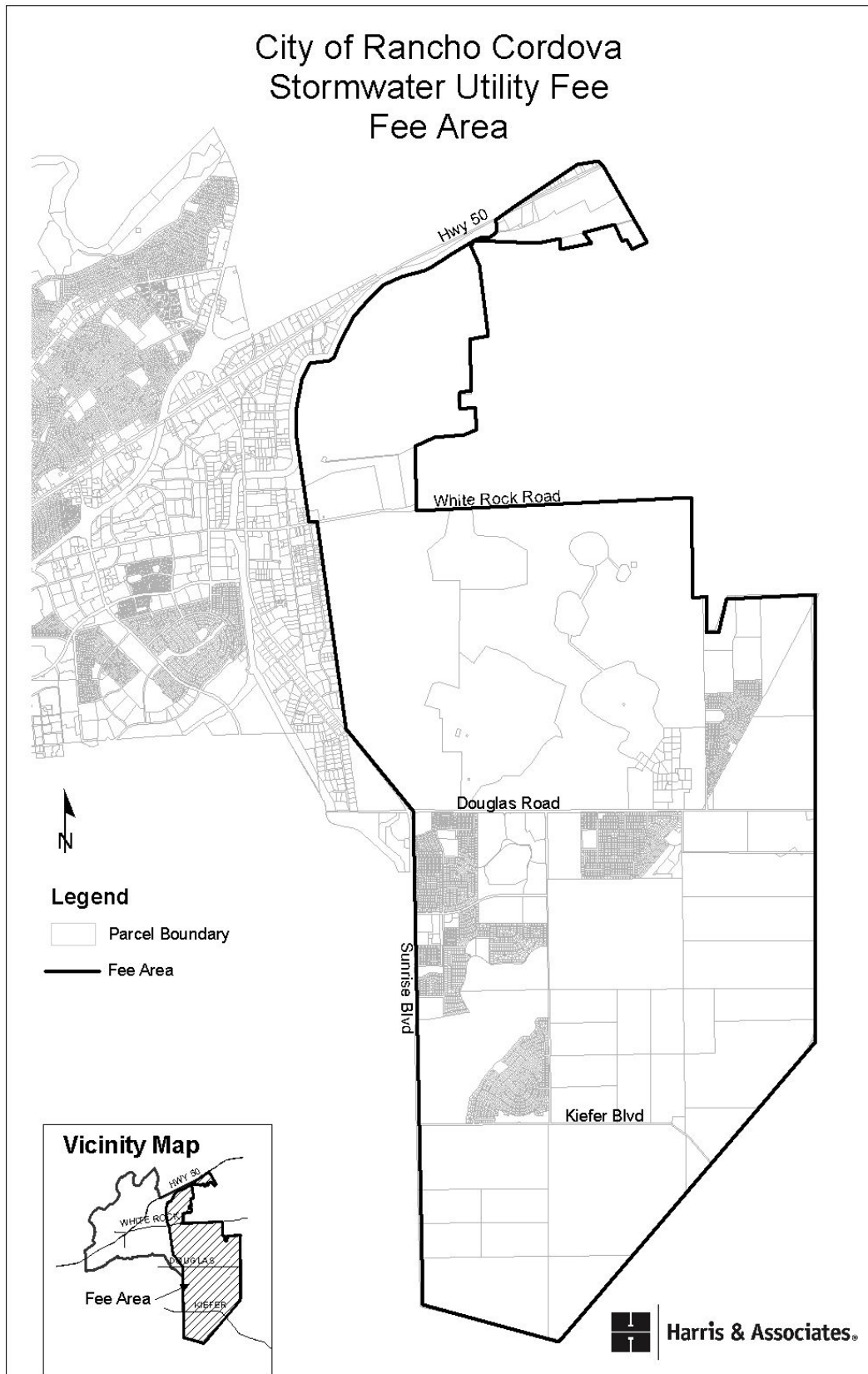
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Percent Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial, Offices, Retail	95%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

Appendix C

Cost Information

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
		Total Budget=	\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLD0	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
		Total Budget=	\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
	Total Budget=		\$ 1,630,558.93	\$ 1,630,558.93
County South	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
	Total Budget=		\$ 450,033.00	\$ 450,033.00
Rancho Cordova	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
	Total Budget=		\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
				Per County staff if basins cannot be maintained like they are now = \$10,000/acre
Mowing		\$ 6,500.00	1.25 x's/year	
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Appendix D

Detailed Land Use Data

AC, Landuse & units derived from GIS/Aerials

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge			
	Land Use/ Zoning Description	AC	Units	AC	Units	AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012	AC 2013	Units 2012	Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units
Residential:																																			
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698			3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899	142.3	694	35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)															321.5	2,524																322	2,524	
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 ^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 ^c	105.4	685	17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231
	MD (14.0-29.9 DU/AC)			60.4	885																												60	885	
HDR	HD (18.1-40.0 DU/AC)													98.0	1,960	44.2	980	12.2	378 [*]			30.4	922			6.80	132.00							192	4,372
	HD (30+ DU/AC)			29.5	825																												30	825	
	Residential Total	119.1	732	524.7	4,742	94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689	259.9	1,757	53.3	371	524.4	3,891	17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993
Non-Residential:																																			
VC	Village Commercial			16.9				19.5				16.6		20.0		22.0		13.5				93.3												202	
LTC	Local Town Center			30.4										20.0								83.5												134	
RTC	Regional Town Center			0.9										113.0		58.4																		172	
BP	Business Park	6.6		65.0										86.0																				158	
MP	Industrial Park													283.0																				283	
Education:																																			
HS/MS	High School/Middle School			72.6										78.0		110.9 ^b						94.0 ^b												356	
MS	Middle School													20.0																				20	
ES	Elementary School			21.2						10.6				54.0												5.50			10.8					102	
Open Space & Public:																																			
CP	Community Park	11.4		60.7						7.8				107.0		44.9		29.3				52.3												313	
P/QP	Public/Quasi Public			2.0								3.2		7.5		12.3						10.6								1.1				37	
NP	Neighborhood Park	3.1		3.8		8.2		5.2		3.4		20.8		67.5		17.0		8.6		6.4				0.71		17.20		3.70		21.2		7.0		194	
SWD	Storm Water Detention	4.0								15.0		9.6		39.0		53.5		24.3						4.00		17.40				9.5		9.6		186	
WP	Wetland Preserve	55.8						43.8		81.0		54.5		510.0																				745	
DP	Drainage Parkway													138.0		5.0						104.6				15.30						7.2		270	
PR	Private Recreation													54.0												4.20			4.3					63	
OS	Open Space			144.5										22.0										0.60		0.80								168	
OS/P	Open Space/Preserve													12.0		45.6		174.0				47.7											279		
LC	Landscape Corridors	1.1				2.8								82.0		19.2										2.70		1.30		13.4		0.7		123	
GB	Green Belts									2.6				51.0																				54	
ROW	Right-of-way	9.5		104.3				8.5		5.3		22.4		192.0		82.6		20.5		14.5		127.1				6.90		2.20						596	
BR/WP	Reservoir / Wetland Preserve			302.8												205.1								19.80										528	
S	Sewer Lift Station / Utility Substation			1.0																										6.6		6.4		14	
	Vacant (unknown dev plan)																												567.4		27.3			595	
	Total Non-residential	91.5		826.1		11.0		79.6		123.1		127.1		1,956.0		676.5		270.2		20.9		613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2		5,590	
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0	105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0	3,828.5	11,601.0	1,265.3	4,689.0	530.1	1,757.0	74.1	371.0	1,137.5	3,891.0	42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680	

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Suncreek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

Includes April 2012
Amendment

AC estimated

MEMORANDUM

DATE: July 7, 2014
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Sr. Finance Analyst



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DETERMINING THE SPECIAL TAX LEVY AND AUTHORIZING THE LEVY OF SPECIAL TAXES FOR POLICE PROTECTION SERVICES WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA FOR FISCAL YEAR 2014-15

RECOMMENDATION

Adopt Resolution No. 75-2014.

RESULT OF RECOMMENDED ACTION

This action authorizes and directs the Finance Director to determine, or cause to be determined, the Rancho Cordova Special Police Tax Area's (the "District") Fiscal Year 2014-15 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the County Tax Roll.

BACKGROUND

In 2003, the City recognized the need for increased police protection services in new developments, and the difficulty of funding the increased level of services with existing municipal revenues. On July 1, 2003, the City Council adopted Resolution No. 30-2003, providing for a special tax to be imposed on newly developed parcels within the District for the purpose of funding police protection services and such related costs, as provided by Government Code Section 53978.

In order to implement this funding mechanism, the City negotiated provisions of development agreements by which property owners agreed to support the levy of a police services special tax on the properties within their developments. The City also included this provision as a condition of approval for developments without development agreements.

The annual levy of special taxes was approved and authorized by a vote of 2/3 of each Zone's property owners and through Ordinance. Each Zone's Ordinance established a base year special tax rate and an annual special tax rate escalation formula. Each year, the Special Tax Rate for the developed parcels within the District shall increase by the annual percentage increase in the April Consumer Price Index (San Francisco-Oakland-San Jose, CA) as reported by the Bureau of Labor Statistics. The Ordinances also direct the City Council to determine the amount of the annual special tax levy.

Resolution No. 75-2014 approves the District's Escalation Factors to be used to calculate the District's Fiscal Year 2014-15 Maximum Special Tax Rates, authorizes and directs the Finance Director to use the tables within Exhibit A to determine, or cause to be determined, the District's Fiscal Year 2014-15 Maximum Special Tax Rates, to establish the Special Taxes to be levied to the District parcels for the fiscal year and to cause such charges to be applied to the County Tax Roll. The special tax, which is to be levied annually following the issuance of a building permit, shall be billed as a separate line item on the respective parcel's property tax bill. The District's FY 2014-15 Special Tax Levy is projected to be \$994,645. The District's FY 2013-14 Special Tax Levy was \$937,013.

The revenues from the special taxes shall be used solely for the purposes of obtaining, operating and maintaining police protection equipment and apparatus, paying salaries and benefits of police protection personnel and for such other police protection service expenses, excepting the charges imposed by the County to place the special taxes onto the County tax roll in pursuant to Government Code Section 53978.

The District is currently comprised of forty (40) Special Police Tax Zones. Of those Zones, there are ten (10) Zones within the District where police services are being funded through the Sunridge Park Community Facilities District (CFD) and one (1) Zone which is being funded through the new Citywide Police Services CFD which was formed in February 2013. Therefore, the parcels within Zone Nos. 10, 11, 12, 13, 14, 30, 32, 33, 34, 35 and 36, which are funded through CFD's, shall not be levied by the District.

In order to proceed with this year's levy, it is recommended that the City Council approve Resolution No. 75-2014 which authorized the Finance Director to determine the Fiscal Year 2014-15 special tax rates and to levy the special taxes against the taxable parcels within the Special Police Tax Area for Fiscal Year 2014-15 in order to provide funding for police protection services and such related costs.

ATTACHMENT

Resolution No. 75-2014 including Exhibit "A" – Rancho Cordova Special Police Tax Area FY 2014-15 Special Tax Rates.

RESOLUTION NO. 75-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DETERMINING THE SPECIAL TAX RATES AND AUTHORIZING THE LEVY OF
SPECIAL TAXES FOR POLICE PROTECTION SERVICES
WITHIN THE RANCHO CORDOVA SPECIAL POLICE TAX AREA
FOR FISCAL YEAR 2014-15**

The City Council of the City of Rancho Cordova, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, on July 1, 2003, the City Council adopted Resolution 30-2003, establishing all of the City of Rancho Cordova as the Rancho Cordova Special Police Tax Area (hereinafter referred to as the "Special Police Tax Area" or "District"); and,

WHEREAS, the City Council has previously adopted Resolutions and Ordinances creating several Zones within the Special Police Tax Area and establishing proposed Special Taxes for each Zone pursuant to Government Code Section 53978; and,

WHEREAS, the City Council has previously directed the City Clerk to conduct elections through a mailed ballot proposition, pursuant to Elections Code Section 4000, for each Zone and has received favorable votes from the qualified electors approving and authorizing the levy of special taxes onto the parcels with each Zone pursuant to Government Code Section 53978; and,

WHEREAS, The City Council desires to authorize the Finance Director to determine the special taxes and to apply the special taxes against the taxable parcels of land lying within the Zones of the Special Police Tax Area for the fiscal year commencing July 1, 2014 and ending June 30, 2015 in order to generate funding for police protection services and such related costs as provided by Government Code Section 53978; and,

WHEREAS, City Council and its legal counsel have reviewed Proposition 218 and found that these Special Taxes comply with applicable provisions of Article XIIC and Article XIID of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Sacramento County of any claim or challenge, the City of Rancho Cordova agrees to defend with counsel of its choice, indemnify and hold harmless Sacramento County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these Special Taxes onto the County roll and tax bills for the City of Rancho Cordova.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1 The City Council hereby approves the District's Base Maximum Special Tax Rates together with the fiscal year 2014-15 Escalation Factors, both of which are attached hereto as Exhibit "A", that shall be used to determine the District's fiscal year 2014-15 Special Tax Rates. Furthermore, each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

Section 2 The City Council hereby authorizes and directs the Finance Director to use the attached Exhibit "A" to determine, or cause to be determined, the fiscal year 2014-15 Special Tax Rate for each District parcel, to establish the Special Taxes to be levied to the District parcels for the fiscal year 2014-15 and to cause such charges to be applied to the County Tax Roll.

Section 3 The Special Tax rates shall not exceed the Maximum Special Tax Rates authorized and approved by the qualified electors.

Section 4 The Special Tax rates shall not exceed the Maximum Special Tax Rates established through the Ordinances adopted by the City Council.

Section 5 The revenues from such special taxes shall be used for the services for which it was imposed, and for no other purpose, excepting the amount of collection costs imposed by the County to place the special taxes onto the County tax roll pursuant to Government Code Section 53978.

Section 6 The County Auditor of the County of Sacramento shall enter on the County Tax Roll opposite each eligible parcel of land the amount of such levy amounts submitted by Willdan Financial Services, the Finance Director's designate. Such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to Government Code Section 53978.

Section 7 After collection by the County, the net amount of the levy shall be paid to the City Treasurer. The City Treasurer shall deposit all money representing special taxes collected by the County for the District to the credit of an account for the Rancho Cordova Special Police Tax.

Section 8 The adoption of this Resolution authorizes the District levy for the fiscal year commencing July 1, 2014, and ending June 30, 2015.

Section 9 Willdan Financial Services is hereby designated to file the levy with the County Auditor/Controller on behalf of the City. The City Clerk is directed to deliver a certified copy of this adopted Resolution to Willdan Financial Services within two weeks of adoption via either e-mail to mashley@willdan.com or US Mail to: Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590 Attn: Mickey Ashley.

Section 10 The above recitals are all true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ___ day of ____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

City of Rancho Cordova
Rancho Cordova Special Police Tax Area
FY 2014/15 SPECIAL TAX RATES

BASE YEAR MAXIMUM SPECIAL TAX RATES

The following table lists the Rancho Cordova Special Police Tax Area's (the "District") Base Maximum Special Tax Rates for each Zone. Upon the issuance of a building permit, each District parcel shall be levied at its respective Base Maximum Special Tax Rate in the following fiscal year. Each year thereafter, the Maximum Special Tax Rate of each taxable parcel shall be increased using the annual percentage change in the area's April Consumer Price Index.

Zone	Base Tax Rate per Residential Unit / Residential Parcel	Base Tax Rate Per Non-Residential Acre / Non-Residential Parcel
1	\$250.00 / unit	\$1,000.00 / acre
2	250.00 / unit	653.40 / acre
2A	450.00 / unit	1,000.00 / acre
3	250.00 / unit	n/a
4	250.00 / parcel	250.00 / parcel
5	250.00 / unit	653.40 / acre
6	250.00 / unit	653.40 / acre
7	250.00 / unit	n/a
8	250.00 / unit	653.40 / acre
9	250.00 / unit	653.40 / acre
15	250.00 / unit	1,000.00 / parcel
16	250.00 / unit	653.40 / acre
17	250.00 / unit	653.40 / acre
18	250.00 / unit	653.40 / acre
19	250.00 / unit	653.40 / acre
20	250.00 / unit	653.40 / acre
21	250.00 / unit	653.40 / acre
22	250.00 / unit	653.40 / acre
23	250.00 / unit	653.40 / acre
24	250.00 / unit	653.40 / acre
25	250.00 / unit	653.40 / acre
26	251.00 / unit	653.40 / acre
27	450.00 / unit	1,000.00 / acre
28	450.00 / unit	1,000.00 / acre
29	450.00 / unit	1,000.00 / acre
31	450.00 / unit	1,000.00 / acre
37	450.00 / unit	1,000.00 / acre
38	450.00 / unit	1,000.00 / acre
39	250.00 / unit	n/a

Parcels within Zones 10, 11, 12, 13, 14, 30, 32, 33, 34, 35 and 36 are no longer levied through the Special Police Tax Area as these services are being funded through other districts.

FISCAL YEAR 2014/15 ESCALATION FACTORS

The Maximum Special Tax Rate of each taxable parcel shall be increased using the annual change in the San Francisco-Oakland-San Jose, CA Consumer Price Index (the “CPI”). The annual increase in the CPI from the previous year was 2.787371%.

The following table lists the FY 2014/15 Escalation Factors to be applied to the above Base Year Maximum Special Tax Rates in order to determine the FY 2014/15 Maximum Special Tax Rates. The Escalation Factors are calculated each year using the annual changes in the April CPI. The date of a parcel’s building permit establishes the base CPI. The base CPI and the most recent April CPI are used to determine the Escalation Factor to be applied to each taxable parcel. For example, the escalation factor for a parcel receiving a building permit on July 1, 2004, would be 1.2419506 (251.495 divided by 202.500).

To determine the Maximum Special Tax Rates, each taxable parcel’s Base Year Maximum Special Tax Rate shall be multiplied by the applicable Escalation Factor. For example, a residential parcel in Zone 1 would have a base tax rate of \$250.00 per unit; had this parcel received a building permit on July 1, 2004, its escalation factor would be 1.2419506. Therefore, its Maximum Special Tax Rate would be \$250.00 x 1.2419506 or \$310.48 per unit.

Date of Building Permit	Month and Year of CPI Factor	CPI Factor ⁽¹⁾	Escalation Factor to be Applied to Base Rate ⁽²⁾
July 1, 2004 – June 30, 2005	April 2005	202.500	1.2419506
July 1, 2005 – June 30, 2006	April 2006	208.900	1.2039014
July 1, 2006 – June 30, 2007	April 2007	215.842	1.1651810
July 1, 2007 – June 30, 2008	April 2008	222.074	1.1324829
July 1, 2008 – June 30, 2009	April 2009	223.854	1.1234778
July 1, 2009 – June 30, 2010	April 2010	227.697	1.1045161
July 1, 2010 – June 30, 2011	April 2011	234.121	1.0742095
July 1, 2011 – June 30, 2012	April 2012	238.985	1.0523464
July 1, 2012 – June 30, 2013	April 2013	244.675	1.0278737
July 1, 2013 – June 30, 2014	April 2014	251.495	1.0000000

(1) April CPI-U (San Francisco-Oakland-San Jose, CA) Bureau of Labor Statistics.

(2) Escalation factors have been rounded for presentation purposes.

SPECIAL TAX RATES

Each taxable parcel shall be taxed at 100% of the Maximum Special Tax Rate.

MEMORANDUM

DATE: July 7, 2014
TO: Honorable Mayor and Council Members
FROM: Michael Goold, Chief of Police



SUBJECT: RESOLUTION ESTABLISHING A FEE TO RECOVER DIRECT COSTS ASSOCIATED WITH A POLICE RESPONSE TO INCIDENTS CAUSED BY A DRIVER UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS

RECOMMENDATION

Approve Resolution No. 78-2014 to adopt the DUI Cost Recovery Fee for incidents caused by drivers under the influence of alcohol and/or drugs.

RESULT OF RECOMMENDED ACTION

Approval of this Resolution will allow the Police Department to recover direct costs associated with the emergency response to a collision or other incident caused by a driver under the influence of alcohol and/or drugs.

BACKGROUND

California Government Code section 53150 specifies that any person who is under the influence of an alcoholic beverage and/or any drug, whose negligent operation of a motor vehicle causes any incident resulting in an emergency response, is liable for the direct costs associated with a public agency's emergency response to that incident.

As defined in California Government Code section 53156 (a), the expenses of an emergency response are those reasonable costs incurred by a public agency in making an appropriate emergency response to the incident, but shall only include those costs directly arising because of the response to that particular incident. Reasonable costs include the costs of providing police, firefighting, rescue, and emergency medical services at the scene of the incident, as well as the salaries of the personnel responding to the incident. The definition as to what items could be included in an emergency response was left to interpretation until the California Court of Appeal, First District, ruled on the issue in *California Highway Patrol v. Superior Court* (2006) 135 Cal.App.4th 488, 500, 504. The court held that based on the plain language of Government Code Section 53150, "incident" means something more than the negligent operation of a motor vehicle while under the influence of an intoxicant. An incident is any event that proximately causes an emergency response by a public agency. A collision is not necessary to trigger the right to reimbursement; an ordinary arrest for driving under the influence of alcohol or drugs is not sufficient. The court held that an appropriate emergency response to an incident includes the cost of providing police services at the scene, salaries and items, removal of vehicles, investigating the causes of the incident, conducting sobriety tests, and arresting and detaining the subject. Reimbursement may also be obtained for time spent away from the scene by responding public agency personnel,

provided the response is reasonable and arises from the incident. Salary costs may be recovered for time spent traveling to and from the scene, transporting the subject from the scene, booking the subject, performing chemical tests, writing customarily reports and performing the follow-up investigations.

The City of Rancho Cordova has the potential to recover significant portions of expenses incurred by emergency personnel handling incidents caused by impaired drivers. This program would make impaired drivers more accountable for their actions by holding them financially responsible, as well as criminally, for their actions.

DUI related emergency responses to collisions vary from year to year. Potential recovery of expenses are estimated between \$10,000 to \$20,000 per year, based on an average of sixty (60) collisions each year which are attributed to impaired drivers.

Documented costs on a "DUI Cost Recovery Form" (Attachment 2) will include personnel salaries per minute, booking time, transportation to jail and materials expended such as flares.

ATTACHMENTS

1. Resolution No. 78-2014
2. DUI Cost Recovery Form

2293489.1

CITY OF RANCHO CORDOVA
RESOLUTION NO. 78-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A FEE TO RECOVER DIRECT COSTS ASSOCIATED WITH POLICE
RESPONSE TO INCIDENTS CAUSED BY A DRIVER UNDER THE INFLUENCE OF
ALCOHOL AND/OR DRUGS

WHEREAS, upon incorporation, the City entered into a contract with the Sacramento County Sheriff's Department to provide law enforcement services, including the emergency response by police personnel to collisions or other emergency responses involving drivers under the influence of alcohol or drugs; and

WHEREAS, California Government Code sections 53150 through 53159 authorize public agencies to recover emergency response costs from drivers under the influence of alcohol and/or drugs who intentionally or negligently cause incidents requiring an emergency response; and

WHEREAS, Government Code sections 53150 through 53159 authorize public agencies to recover such costs from an individual under the influence of alcohol and/or drugs who causes an incident requiring an emergency response while operating a motor vehicle, a boat, or a civil aircraft; and

WHEREAS, the liability limit for such cost recovery is \$12,000 per incident. Emergency costs may include police response, fire response and any other costs associated with the incident; and

WHEREAS, the City does not currently have such a fee in place for DUI cost recovery; and

WHEREAS, the adoption of a DUI cost recovery fee will allow the City to recover police costs associated with these emergency responses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES THAT: A fee entitled "DUI Police Emergency Response Fee" is hereby added to the City of Rancho Cordova's Master Fee Schedule. Such fee shall include only the direct costs of responding to the incident incurred by the City's Police and Emergency Personnel, including equipment and salary costs. Such fee shall not exceed \$12,000 per incident, or the maximum amount established by Government Code section 53155 or other statute.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this ____ day of ____, 2014, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

Dan Skoglund, Mayor

Mindy Cuppy, CMC, City Clerk



Rancho Cordova Police Department

Cost Recovery Worksheet

Incident Date/Time

Report Number

Location of Incident

Government Code 53150 through 53159 provide the authority for a city or public agency to recover costs associated with the police response to an emergency incident caused by an impaired driver under the influence of alcohol or drugs. Police expenses are calculated on a per minute cost of salaries and overtime for police personnel directly responding to an incident. Equipment, vehicle damages and any other related cost associated with an incident caused by an impaired driver is considered a reasonable cost and will be included.

This form must be completed by the investigating officer and approved by the supervisor. Fiscal will submit figures and calculate all costs associated with the incident. The completed form will be submitted with the report to the court as a recovery request for restitution order to the City of Rancho Cordova.

Police Department Response

Officer	Call Sign/Unit #	Time Spent on Incident

Personnel Straight Time Total Costs: _____

Personnel Overtime Total Costs: _____

Equipment replacement costs/damages: _____

Other related expenses: _____

Total Cost Recovery to Incident: _____

Reporting Officer	Date/Time
Supervisor Approval	Date/Time

MEMORANDUM

DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Senior Engineer



SUBJECT: RESOLUTION CREATING SPECIAL TAX AREA ZONE 17 AND AN ORDINANCE ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE 3500 FITZGERALD ROAD INDUSTRIAL BUILDING PROJECT

RECOMMENDATION

Adopt Resolution No. 92-2014 and waive the first reading and introduce Ordinance No. 19-2014 establishing a Special Tax for Transit-Related Services for the 3500 Fitzgerald Road Industrial Building Project.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the 3500 Fitzgerald Road Industrial Building Project.

BACKGROUND

The City has determined that the cost of providing City transit-related services will exceed existing municipal revenues. The City Council adopted Resolution No. 141-2005 at the November 7, 2005 City Council meeting providing for a special tax for transit-related services to be imposed upon new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcels within a subdivision or project as a condition of approval by the City. The City Council must then adopt a resolution establishing a zone including the subdivision or project and an ordinance creating the special tax.

For the 3500 Fitzgerald Road Industrial Building project, an application for design review for construction 10,118 square foot industrial building, internally divided into two tenant spaces, each with an individual exterior yard area, was been submitted for City approval and the applicant/developers have agreed to the special tax. Sierra Financial Services, a California Limited Liability Company is the current property owner of the approximately 1.58 acre site.

The City Council, on January 6, 2014, adopted Resolution No. 2-2014 approving the Design Review, subject to the findings within the staff report and Conditions of Approval. The provision of funding to provide transit-related services by voting to approve a special

tax was made a condition of approval for the design review. This item will establish Tax Area Zone No. 17, the boundaries of which will be contiguous to the boundaries of the 3500 Fitzgerald Road Industrial Building project. In addition to creating the special tax, the Ordinance will also set the date for the transit-related services tax election, which will be held on September 2, 2014, at which time the ballot(s) will be tabulated by the City, and the results declared at the City Council meeting.

MOTION

"I move that the City Council adopt Resolution No. 92-2014 creating Special Tax Area Zone 17, and waive the first reading and introduce Ordinance No. 19-2014 establishing a special tax for transit-related services subject to voter approval within the 3500 Fitzgerald Road Industrial Building Project."

ATTACHMENTS

1. Resolution No. 92-2014 Creating Special Tax Area Zone 17 with Exhibit A – Description of Property and Exhibit B – Boundary Map
2. Ordinance No. 19-2014 Establishing a Special Tax for Transit-Related Services Subject to Voter Approval within the 3500 Fitzgerald Road Industrial Building Project with Exhibit A – Description of Property, Exhibit B – Boundary Map and Exhibit C – Property Land Use Category

CITY OF RANCHO CORDOVA

RESOLUTION NO. 92-2014

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CREATING SPECIAL TAX AREA ZONE 17 WITHIN THE
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA
FOR THE 3500 FITZGERALD ROAD INDUSTRIAL BUILDING PROJECT**

WHEREAS, it is the intention of the City Council to create Zone 17 within the City of Rancho Cordova Transit-Related Services Special Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for transit-related services within Zone 17; and

WHEREAS, the City recognizes the need for increased transit-related services in Zone 17 and the difficulty of funding the current or increased level of services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct an election by mail ballot pursuant to Elections Code Section 4000 and to be held on the earliest date permitted by law; and

WHEREAS, On January 6, 2014, the City Council adopted Resolution No. 2-2014 approving Design Review for the 3500 Fitzgerald Road Industrial Building, Project No. DD-8407 (the "Project"). The project is for the construction of a 10,118 square foot building, internally divided into two tenant spaces, each with individual exterior yard area. The provision of funding to provide transit-related services was made a condition of approval for the project. Condition No. 11 of Resolution No. 2-2014 requires the property owner/applicant to participate in the provision of funding to provide transit-related services by voting to approve a special tax. This will be accomplished by the voters voting to approve a special tax for the new building to be constructed by the approval.

WHEREAS, the transit-related services tax as inflated to Fiscal Year 2013/2014 is \$61.55 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$49.24 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, \$36.93 per high density residential dwelling unit or high density residential dwelling unit equivalent, \$1,578.21 per retail and service commercial acre, \$1,356.62 per commercial mixed use or office acre, and \$566.29 per light industrial acre, subject to an annual inflator formula based on the Consumer Price Index for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the transportation tax); and

WHEREAS, for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 17 is a person who owns real property within Zone 17, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council submits an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 17. At the time that the Council adopted this Resolution, there were zero (0)

ATTACHMENT 1

registered voters residing within Zone 17 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 17 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 17 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

NOW, THEREFORE, be it resolved as follows:

Section 1. That portion of the City of Rancho Cordova as described in **Exhibit A** and shown on the Map, **Exhibit B** hereto, is established as Zone 17 of the Rancho Cordova Transit-Related Services Special Tax Area.

Section 2. That Ordinance No. 19-2014, reviewed and approved by the City Council on the same date as this resolution, is to be presented for approval of the voters of Zone 17 by a mail ballot election, to be held on September 2, 2014. The ballot proposition shall read as follows:

“Shall Ordinance No. 19-2014 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 17 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?”

Section 3. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election, or on a date mutually agreed upon by City and the voters, as specified above.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Order No. 404-10649

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 30, AS SHOWN ON THE PARCEL MAP ENTITLED "PARCEL 33 OF 52 P.M. 39 AND A PORTION OF PARCEL 43 OF 42 P.M. 11", RECORDED JUNE 12, 1980, IN BOOK 58 OF PARCEL MAPS, PAGE 19.

A.P.N. 072-0580-001

CITY OF RANCHO CORDOVA

ORDINANCE NO. 19-2014

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE
3500 FITZGERALD ROAD INDUSTRIAL BUILDING PROJECT SUBJECT TO
VOTER CONFIRMATION**

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

Section 1. Purpose, Intent and Authority.

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

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 17 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

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

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 17.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 16 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 17 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-related Services Special Tax to property owners in Zone 17 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 17 nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 17" (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

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

H. "Voter" means a person who owns real property within Zone 17, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 17.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2013 through June 30, 2014) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on **Exhibit C** hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in **Exhibit C** shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Year:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 17 for the then current fiscal year, as set forth below.

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

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

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

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

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

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

E. Refunds.

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

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIIC, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all candidates for Governor

ATTACHMENT 2

at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 17 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on September 2, 2014 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2015.

ADOPTED, THIS ____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

Order No. 404-10649

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 30, AS SHOWN ON THE PARCEL MAP ENTITLED "PARCEL 33 OF 52 P.M. 39 AND A PORTION OF PARCEL 43 OF 42 P.M. 11", RECORDED JUNE 12, 1980, IN BOOK 58 OF PARCEL MAPS, PAGE 19.

A.P.N. 072-0580-001

HB 4

DESIGN GROUP, INC.

ENGINEERING

9506 Old Ministry Place, Suite 1
Sacramento, California 95827
Tel: 916 854-9988 Fax: 916 854-0848



SUNRISE BLVD
& FITZGERALD ROAD

SUNRISE BOULEVARD
RANCHO CORDOVA, CADARIN MOORE
ENTERPRISES

450 RECYCLE ROAD
RANCHO CORDOVA, CA
PH 916 638 5355
FX 916 638 8697

REFERENCE

# 06-0097	D16-3349
12/30/13	

May	June
-----	------

RAH

SITE PLAN KEYNOTES

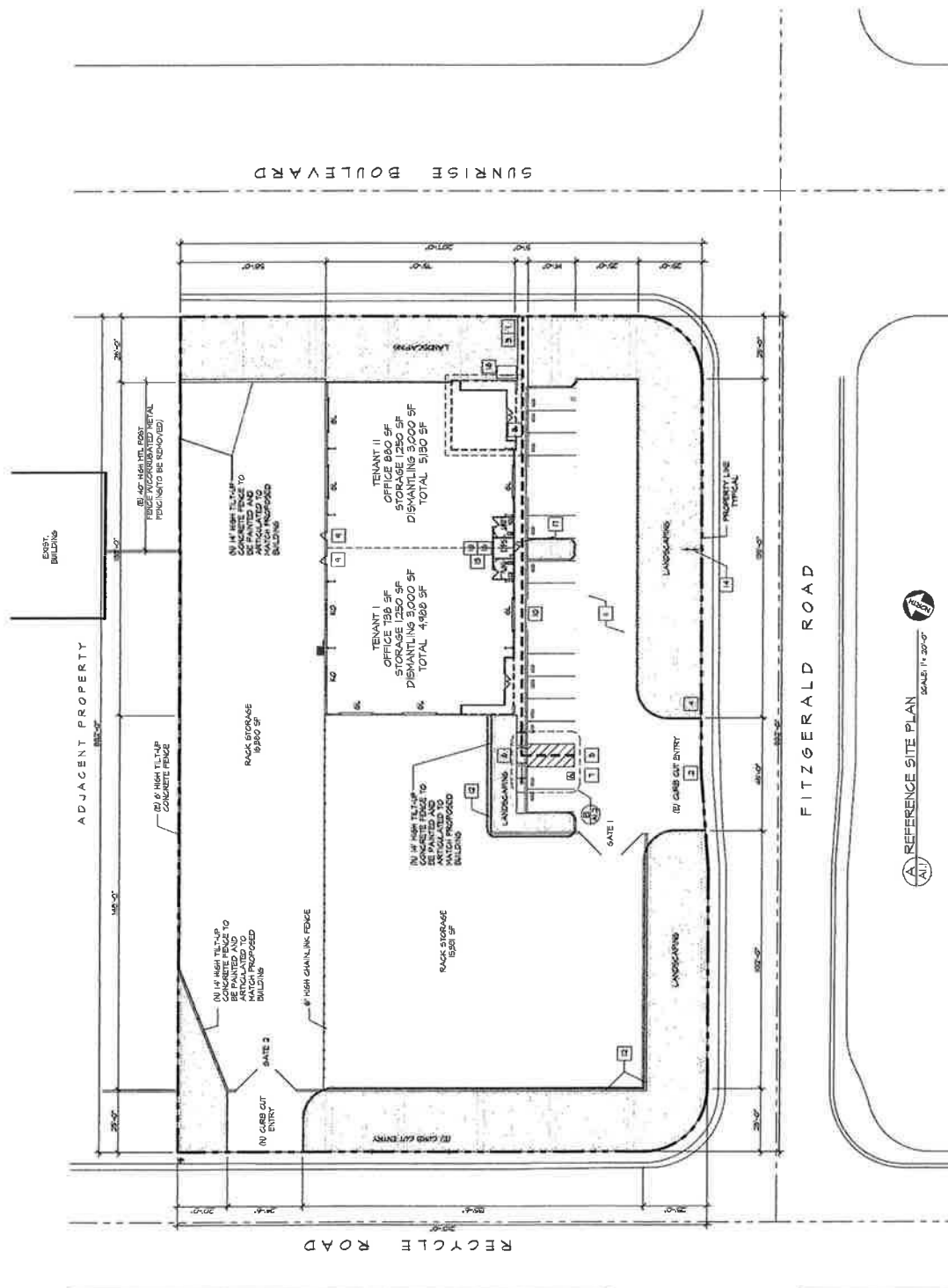
- [illegible]

LEGEND AND SYMBOLS

- NOOP ACCESSIBLE ROUTE OF TRAVEL, 40' WIDENING LEVEL SURFACE AFTER MAX SLOPE IN DIRECTION OF TRAVEL, 3% MAX CROSSED SLOPE, WITH NO CHANGES IN ELEVATION GREATER THAN 1/4" OR 12" REVEALED AT 1:2 (NOOP ACCESSIBLE ROUTE OF TRAVEL COINCIDES WITH THE EXISTING SIDEWALK)

GENERAL NOTES

11. HOOP ACCESSIBLE 96" DEEP X FULL WIDTH
DETECTABLE WARNING SURFACE (AT RAMPS
WHEN REQUIRED AND STREET CROSSINGS TYP.)
12. PROVIDE 6" H CONCRETE CURB AT ALL
PARKING, DRIVES AND LANDSCAPE PLANTERS
(TYP.)



Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2013/2014 for Residential Land Use Categories shall be \$61.55 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$49.24 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$36.93 per high density residential dwelling unit or high density residential dwelling unit equivalent. (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, The amount of Tax per Parcel for fiscal year 2013/2014 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,578.21 per retail and service commercial acre, \$1,356.62 per commercial mixed use or office commercial acre, and \$566.29 per light industrial acre.

C. Inflator Formula

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

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION SUPPORTING THE NORTH STATE WATER ALLIANCE PRINCIPLES

RECOMMENDATION

Adopt Resolution No. 79-2014 supporting the principles of the North State Water Alliance.

RESULT OF RECOMMENDED ACTION

The North State Water Alliance (Alliance) is a growing coalition of cities, counties, water providers, business, agriculture, and community groups in Northern California, formed to promote responsible statewide water solutions that protect the economy, environment, and quality of life for the North State and for all Californians.

The resolution will state the City's support for the Alliance's principles in its water supply advocacy efforts. The resolution would provide a message of regional unity regarding the protection of area of origin rights, preventing redirected impacts, participation and sound science. Adoption of the resolution will not commit the City to any financial support to the Alliance nor have the City formally join the Alliance.

BACKGROUND

More than 150 cities, counties, water suppliers, businesses, and community groups in Northern California have recently come together around common interests in water resources to form the North State Water Alliance (Alliance).

The Alliance is an urban-rural partnership that builds upon the Rural-Urban Connections Strategy, where political leaders in the region came together in 2007 through the Sacramento Area Council of Governments (SACOG) to recognize the region's rural and urban values.

The Alliance aims to ensure the region has sufficient high-quality water for the future and is committed to statewide water solutions that protect the economy, environment and quality of life in Northern California. The Alliance and its leaders and supporters have all coalesced around the following important principles involving the Delta:

- Water rights priorities and area-of-origin assurances must be recognized and protected to ensure reliable supplies for all water uses and environmental needs in our region.
- Stakeholders in the North State should be included in developing all aspects of a Delta solution.

- The authority and responsibilities of cities, counties, and other local agencies must be preserved.
- We will support a Delta solution that:
 - Is based on sound science to ensure it is effective and implemented in an equitable manner,
 - Requires the beneficiaries of any actions associated with a Delta solution to fully fund the costs of such actions, and
 - Does not shift negative economic, environmental, or societal impacts to areas in our region.

ATTACHMENT

Resolution No. 79-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 79-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
SUPPORTING THE PRINCIPLES OF THE NORTH STATE WATER ALLIANCE**

WHEREAS, the State of California has embarked on a number of initiatives to improve the ecologic conditions in the Sacramento-San Joaquin Delta and improve water supply reliability, and

WHEREAS, proposed solutions for the Delta could pose serious risks to the water supplies, economy, environment, and quality of life in northern California, and

WHEREAS, in order to protect these interests Rancho Cordova seeks to promote regional cooperation on water issues, and to be a part of a collaborative and comprehensive solution to the issues facing the Delta, and

WHEREAS, the North State Water Alliance has been formed through cooperative partnerships with public agencies and associations, and

WHEREAS, the North State Water Alliance has stated Principles that are consistent with those advocated by Rancho Cordova.

NOW, THEREFORE, BE IT RESOLVED that the Rancho Cordova do hereby support the following principles of the North State Water Alliance:

- Water rights priorities and area-of-origin assurances must be recognized and protected to ensure reliable supplies for all water uses and environmental needs in our region.
- Stakeholders in the Sacramento region and northern California must be given the opportunity to be fully included in and consulted on all aspects of development of a Delta solution and other state and federal water policies that affect the region.
- A Delta solution and other state or federal actions must honor and not reduce or preempt the authority and responsibilities of cities, counties, and other local agencies to take actions that further the interests of the jurisdiction and its citizens.
- And will support a Delta solution that:
 - Is based on sound science to ensure it is effective and implemented in an equitable manner,
 - Honors and protects water rights priorities and area-of-origin rights to ensure reliable supplies for all water uses and environmental needs in our region.
 - Requires the beneficiaries of any actions associated with a Delta solution to fully fund the costs of such actions, and

- Avoids or fully mitigates negative economic, environmental, or societal impacts to areas in our region.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE LARGE LOT MAP

RECOMMENDATION

Approve Resolution No. 83-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Large Lot Map recorded in Book 347 of Maps, Page 9.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 83-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 83-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.0 NORTH DOUGLAS LARGE LOT MAP**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Large Lot Map.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.0 North Douglas Large Lot Map in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **MS Rialto North Douglas CA, LLC** (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.0 Large Lot Map of North Douglas**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which

are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work

of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,662,000**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to

acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of

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

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the

Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC
a Delaware limited liability Company, its member

By: MSR Holding Company, LLC
a Delaware limited liability company, its member

By: US Home Corporation,
a Delaware corporation, its manager

By: 
Larry Gualeo, VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 27, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

_____ Personally Known with Paper Identification

_____ Paper Identification

_____ Credible Witness(es)

Capacity of Signer:

_____ Trustee

_____ Power of Attorney

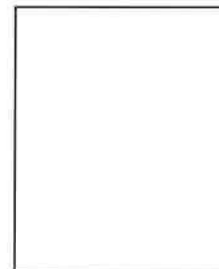
_____ CEO / CFO / COO

_____ President / Vice-President / Secretary / Treasurer

_____ Other: _____

Other Information: _____

Thumbprint of Signer



☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 1

RECOMMENDATION

Approve Resolution No. 84-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 1 recorded in Book 351 of Maps, Page 3.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 84-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 84-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.1 NORTH DOUGLAS VILLAGE 1**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.1 North Douglas Village 1 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **MS Rialto North Douglas CA, LLC** (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.1 North Douglas Village 1**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$777,800.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC
a Delaware limited liability Company, its member

By: MSR Holding Company, LLC
a Delaware limited liability company, its member

By: US Home Corporation,
a Delaware corporation, its manager

By:  _____
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer _____

Type or Title of Document North Douglas Village 1
SIA – for extension

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:
☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 2

RECOMMENDATION

Approve Resolution No. 85-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 2 recorded in Book 351 of Maps, Page 4.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 85-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 85-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.2 NORTH DOUGLAS VILLAGE 2**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 2.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.2 North Douglas Village 2 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and MS Rialto North Douglas CA, LLC (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

conditions.

3. City Approval of Subdivision Map. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.2 North Douglas Village 2**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. Completion of Improvements. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. Sunridge Specific Plan Fee Program. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. Park Renovation Fee. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. Acceptance of Improvements. Upon satisfactory completion of all public improvements in accordance with standard

specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by

City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$656,100**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required

by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

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

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

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

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

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

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this

Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC
a Delaware limited liability Company, its member

By: MSR Holding Company, LLC
a Delaware limited liability company, its member

By: US Home Corporation,
a Delaware corporation, its manager

By: 
Larry Gualco. VP

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 3

RECOMMENDATION

Approve Resolution No. 86-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 3 recorded in Book 351 of Maps, Page 1.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 86-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 86-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.3 NORTH DOUGLAS VILLAGE 3**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 3.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.3 North Douglas Village 3 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **MS Rialto North Douglas CA, LLC** (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.3 North Douglas Village 3**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$683,000**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC

a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC

a Delaware limited liability Company, its member

By: MSR Holding Company, LLC

a Delaware limited liability company, its member

By: US Home Corporation,

a Delaware corporation, its manager

By:  _____
Larry Gualco, VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

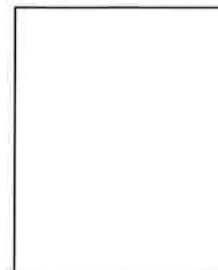
- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

Thumbprint of Signer



☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 4

RECOMMENDATION

Approve Resolution No. 87-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 4 recorded in Book 351 of Maps, Page 2.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 87-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 87-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.4 NORTH DOUGLAS VILLAGE 4**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 4.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.4 North Douglas Village 4 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and MS Rialto North Douglas CA, LLC (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.4 North Douglas Village 4**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$1,166,400**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

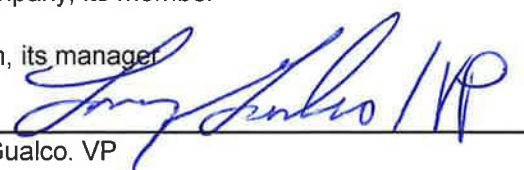
PRINCIPAL

MS Rialto North Douglas CA, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC
a Delaware limited liability Company, its member

By: MSR Holding Company, LLC
a Delaware limited liability company, its member

By: US Home Corporation,
a Delaware corporation, its manager

By:  _____
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

North Douglas Village 4
SIA - for extension

Number of Pages in Document _____

Document in a Foreign Language _____

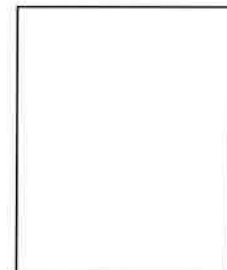
Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Thumbprint of Signer



☐ Check here if no thumbprint or fingerprint is available.

Other Information: _____

MEMORANDUM

DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 5



RECOMMENDATION

Approve Resolution No. 88-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 5 recorded in Book 351 of Maps, Page 5.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 88-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 88-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.5 NORTH DOUGLAS VILLAGE 5**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 5.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.5 North Douglas Village 5 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and MS Rialto North Douglas CA, LLC (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. City Approval of Subdivision Map. City agrees to approve the final map of the subdivision presented to it by

Principal and designated **Subdivision No. RC-03-002.5 North Douglas Village 5**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$1,123,600**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC
a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC
a Delaware limited liability Company, its member

By: MSR Holding Company, LLC
a Delaware limited liability company, its member

By: US Home Corporation,
a Delaware corporation, its manager

By:  _____
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer _____

Type or Title of Document _____
North Douglas Village 5
SIA - for extension

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:
☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 6

RECOMMENDATION

Approve Resolution No. 89-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 6 recorded in Book 351 of Maps, Page 6.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 89-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 89-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.6 NORTH DOUGLAS VILLAGE 6**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 6.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.6 North Douglas Village 6 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **MS Rialto North Douglas CA, LLC** (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by

Principal and designated **Subdivision No. RC-03-002.6 North Douglas Village 6**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$360,900**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC

a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC

a Delaware limited liability Company, its member

By: MSR Holding Company, LLC

a Delaware limited liability company, its member

By: US Home Corporation,

a Delaware corporation, its manager

By: 
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer _____

Type or Title of Document North Douglas Village 6
SIA – for extension

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 7

RECOMMENDATION

Approve Resolution No. 90-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 7 recorded in Book 351 of Maps, Page 7.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 90-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 90-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.7 NORTH DOUGLAS VILLAGE 7**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 7.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.7 North Douglas Village 7 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and **MS Rialto North Douglas CA, LLC** (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.7 North Douglas Village 7**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$1,842,600**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC

a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC

a Delaware limited liability Company, its member

By: MSR Holding Company, LLC

a Delaware limited liability company, its member

By: US Home Corporation,

a Delaware corporation, its manager

By: 
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

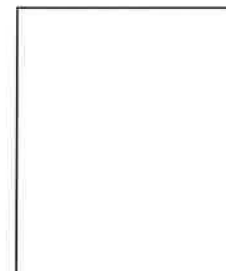
- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

Thumbprint of Signer



☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR NORTH DOUGLAS VILLAGE 7

RECOMMENDATION

Approve Resolution No. 90-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of North Douglas Village 7 recorded in Book 351 of Maps, Page 7.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with MS Rialto North Douglas CA, LLC assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC on April 6, 2009. That agreement has since expired. The partially completed improvements have set dormant for several years. The developer has requested to extend the agreement and complete the improvements in the subdivision. Bond Safeguard Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 90-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 90-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
SUBDIVISION NO. RC-03-002.7 NORTH DOUGLAS VILLAGE 7**

WHEREAS, the previous Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC has expired; and

WHEREAS, the Subdivision Improvement Agreement with MS Rialto North Douglas CA, LLC assures the completion of the public roads and utilities in the North Douglas Village 7.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with MS Rialto North Douglas CA, LLC and the subdivision designated as Subdivision No. RC-03-002.7 North Douglas Village 7 in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between the City of Rancho Cordova, (hereinafter "City"), and MS Rialto North Douglas CA, LLC (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

3. City Approval of Subdivision Map. City agrees to

approve the final map of the subdivision presented to it by Principal and designated **Subdivision No. RC-03-002.7 North Douglas Village 7**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **36 months** of the date of this agreement.

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

6. **Sunridge Specific Plan Fee Program.** Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said

improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

13. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$1,842,600**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the

performance by the City of the covenants herein on its part to be performed.

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

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

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

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

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the

bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

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

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

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

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

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the

provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

MS Rialto North Douglas CA, LLC

a Delaware limited liability company

By: MS Rialto Residential Holdings, LLC

a Delaware limited liability Company, its member

By: MSR Holding Company, LLC

a Delaware limited liability company, its member

By: US Home Corporation,

a Delaware corporation, its manager

By: 
Larry Gualco. VP

ACKNOWLEDGMENT

State of California
County of Placer } ss.

On June 16, 2014 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

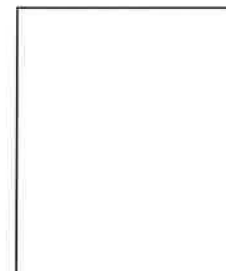
- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

Thumbprint of Signer



- ☐ Check here if no thumbprint or fingerprint is available.

MEMORANDUM

DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Elizabeth Sparkman, Senior Engineer

SUBJECT: RESOLUTIONS APPROVING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR RANCHO CORDOVA ROAD MAINTENANCE ASSESSMENT DISTRICT



RECOMMENDATION

That Council:

- a) Adopt Resolution No. 66-2014 initiating proceedings for the annual levy and collection of assessments, declaring its intention to levy the annual assessments and preliminarily approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2014-2015; and
- b) Adopt Resolution No. 67-2014 amending and/or approving the Annual Engineer's Report and ordering the levy and collection of assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2014-2015.

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

The Rancho Cordova Road Maintenance Assessment District (hereinafter "the District") was formed in June 2006 by the City Council. The purpose was to create a financial mechanism to provide street and street lighting operations and maintenance services for public improvements created as a result of new development.

State law requires the City to hold a public hearing prior to the approval of the proposed assessment rates and the levy of the annual assessment. An Engineer's Report showing the proposed assessment rates has been prepared, placed on file with the City Clerk, a copy of which is attached as Exhibit A to the Resolutions.

Through adoption of Resolution No. 66-2014 (Attachment 1), the City is initiating the proceedings for the annual levy and collection of assessments and caused the preparation of

the Engineer's Report and preliminarily approves the Engineer's Report, declaring its intention to levy the annual assessments for Fiscal Year 2014-2015. The City Clerk has given notice and set today as the time and place to conduct a public hearing on the matter.

The Engineer's Report prepared by Harris & Associates includes diagrams of the assessment areas, a description and costs estimates of the operations and maintenance services to be provided, a description of the property to be benefited, and the amount of the assessment to each individual property. The services performed within and funded by the District include ongoing maintenance, operation and street improvements and related street lighting and related facilities at the locations described in the Engineer's Report. The proposed assessments per Zone for Fiscal Year 2014-2015 are shown in Table 1 below:

Table 1

ZONE 1 – CAPITAL VILLAGE					
	<u>Parcels</u>	<u>Acres</u>	<u>Street Assessments</u>	<u>Lighting Assessments</u>	<u>Total FY 14/15 Assessments</u>
No Alley					
COM	14	26.888	\$ 68,303	\$ 4,241	\$ 72,544
PARK	3	6.93	4,501	631	5,132
SFR-H	6		866	122	988
SFR-M*	94		16,418	2,379	18,797
VAC	3	14.85	9,645	1,068	10,713
Alley/Aisle					
SFR-H	216		41,932	6,942	48,874
SFR-L	124		33,701	5,579	39,280
SFR-M	225		54,591	8,919	63,510
			TOTAL		\$ 259,838
ZONE 4 – SUNDANCE					
	<u>Parcels</u>	<u>Acres</u>	<u>Street Assessments</u>	<u>Lighting Assessments</u>	<u>Total FY 13/14 Assessments</u>
Vacant	1	11.82	\$ 462	\$ 168	\$ 630
ZONE 5 – ANTHOLOGY AT ANATOLIA					
	<u>Parcels</u>	<u>Acres</u>	<u>Street Assessments</u>	<u>Lighting Assessments</u>	<u>Total FY 13/14 Assessments</u>
SFR	118		\$ 27,902	\$ 2,210	\$ 30,112
SFR = Single Family Residential SFR-H = Single Family Residential – High Density SFR-M = Single Family Residential – Medium Density SFR-L = Single Family Residential – Low Density					

The Fiscal Year 2014-2015 total assessments for the existing zones of benefit are as follows:

Zone 1 – Total Estimated Assessments:	\$ 259,838
Zone 4 – Total Estimated Assessments:	\$ 630
Zone 5 – Total Estimated Assessments:	\$ 30,112
TOTAL	\$ 290,580

The funds will be used to pay for routine maintenance and operations costs, recover district administration costs, and build up reserves for the slurry seal, and the eventual overlay and other replacement costs.

In order to proceed with the levy of assessments, it is appropriate for the Council to conduct the public hearing and adopt Resolution No. 67-2014 (Attachment 2) which approves the Annual Engineer's Report and authorizes the levy and collection of assessments for Fiscal Year 2014-2015.

ATTACHMENTS

1. Resolution No. 66-2014
2. Resolution No. 67-2014 including Engineer's Annual Levy Report (Exhibit A)

ATTACHMENT 1

RESOLUTION NO. 66-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS, DECLARING ITS INTENTION TO LEVY THE ANNUAL ASSESSMENTS
AND PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE RANCHO
CORDOVA ROAD MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014-
2015 PURSUANT TO THE BENEFIT ASSESSMENT
ACT OF 1982**

The City Council of the City of Rancho Cordova, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council by previous action and resolutions formed the "Rancho Cordova Road Maintenance Assessment District (hereafter referred to as the "District") pursuant to the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 (hereafter referred to as the "Act"); for the purposes of levying annual assessments upon benefiting properties within the District for the maintenance, operation and servicing of streets, street lights and facilities related thereto; and

WHEREAS, in May of 2006, an Engineer's Report (hereafter referred to as the "Formation Report") was prepared, filed and subsequently approved by the City Council in connection with the District and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, on June 19, 2006, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an annual assessment rate inflator formula related thereto in accordance with the provisions of the California Constitution Article XIID; and

WHEREAS, the City Council has retained Harris & Associates as the Engineer of Work for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report (hereafter referred to as the "Engineer's Report" or the "Report") with the City Clerk; and

WHEREAS, the Engineer of Work has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, the Engineer's Report, which describes the assessments against the parcels of land within the District for the fiscal year commencing July 1, 2014 and ending June 30, 2015 to pay for the maintenance, operation and servicing of streets, street lights and facilities related thereto; and

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and, the City Council may approve the Report, as filed, or it may modify the Report and approve it as modified; and

WHEREAS, The City Clerk has given notice that a Public Hearing on these matters is to be held by the City Council on Monday, July 7, 2014 at 5:30 pm, or as soon thereafter as feasible, at City Hall, 2729 Prospect Park Drive, Rancho Cordova, California by causing the publishing of such notice once in a local newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of such notice on the official bulletin board customarily used by the City Council for the posting of notices.

ATTACHMENT 1

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Description of the District.
- c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
- d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- e. The District boundaries.
- f. The Preliminary Assessment Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2014-2015.

Section 3: The proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Report.

Section 6: The City Council hereby declares its intention to seek the annual levy of the District assessments for Fiscal Year 2014-2015, pursuant to the Act, over and including the land within the District boundaries to pay the costs of the maintenance, operation and servicing of streets, street lights, facilities related thereto and other improvements, as more fully described in the Report.

Section 7: The boundaries of the District are described in the Report and include the parcels within the District at the time of the Resolution of Intention as identified on the Sacramento County Assessor's Secured Roll and the Assessor's Parcel Maps.

Section 8: The proposed assessments for Fiscal Year 2014-2015 do not exceed the maximum assessment approved through the property owner protest proceedings during the formation of the District.

Section 9: The City Clerk has given proper notice of the time and place of the public hearing regarding these matters.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

ATTACHMENT 2

RESOLUTION NO. 67-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING AND/OR APPROVING THE ANNUAL ENGINEER'S REPORT AND
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN
THE RANCHO CORDOVA ROAD MAINTENANCE ASSESSMENT DISTRICT
FOR FISCAL YEAR 2014-2015 PURSUANT TO THE PROVISIONS OF
THE BENEFIT ASSESSMENT ACT OF 1982**

The City Council of the City of Rancho Cordova, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has, by previous Resolution, declared its intention to levy assessments within the Rancho Cordova Road Maintenance Assessment District (hereafter referred to as the "District"); and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, an Engineer's Report (hereafter referred to as the "Engineer's Report" or the "Report"), attached as Exhibit A, that describes the assessments against the parcels of land within the District for the fiscal year commencing July 1, 2014 and ending June 30, 2015 to pay for the maintenance, operation and servicing of streets, street lights and facilities related thereto; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report as presented (or amended), and is satisfied with the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said the Report; and

WHEREAS, the City Council and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Article XIID of the California State Constitution; and

WHEREAS, upon reasonable written notice by Sacramento County of any claim or challenge, the City of Rancho Cordova agrees to defend with counsel of its choice, indemnify and hold harmless Sacramento County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City of Rancho Cordova; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and

WHEREAS, it is the City's intention to conduct a public hearing concerning the levy of assessments for the District; and

ATTACHMENT 2

WHEREAS, the City Clerk has given notice that a Public Hearing on these matters is to be held by the City Council on Monday, July 7, 2014 at 5:30 p.m., or as soon thereafter as feasible, at City Hall, 2729 Prospect Park Drive, Rancho Cordova, California by the publishing of such notice once in a local newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of such notice on the official bulletin board customarily used by the City Clerk for the posting of notices.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 2: The City Council finds the proposed assessments for Fiscal Year 2014-2015 are consistent with the assessment methodology and rates approved through the balloting proceedings.

Section 3: That the Engineer's Report is hereby approved (as amended) and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a) The land and eligible parcels within the boundaries of the District will receive a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large from the operation, maintenance and servicing of the improvements and appurtenant facilities identified in the Engineer's Report (hereinafter referred to as "Special Benefit"); and
- b) The District includes the lands and parcels receiving such Special Benefit; and
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net amount among eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

Section 4: The Engineer's Report and assessment as presented to the City Council and on file in the office of the City Clerk comply with the applicable provisions of the California State Constitution Article XIID and are hereby confirmed as filed.

Section 5: The maintenance, operation and servicing of the improvements shall be performed pursuant to the provisions of the *Benefit Assessment Act of 1982, Title 5, Division 2, Part 1, Chapter 6.4 of the Government Code of the State of California Commencing with section 54703* (hereafter referred to as the "Act"). The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the ongoing maintenance, operation of street improvements and appurtenant facilities, street lighting and appurtenance facilities related thereto located within the District

ATTACHMENT 2

boundaries, the City of Rancho Cordova, and the jurisdiction of the City Council. A more detailed description of the improvements is contained within the Engineer's Report.

Section 6: The County Auditor of Sacramento County shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to the provisions provided in the Act. After collection by the County, the net amount of the levy shall be paid to the Treasurer of the City of Rancho Cordova.

Section 7: The adoption of this Resolution constitutes the District levy for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

Section 8: The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 5.

Section 9: Harris & Associates is hereby designated to file the levy with the County Auditor/Controller on behalf of the City. The City Clerk is directed to deliver a certified copy of this adopted Resolution to Harris & Associates within two weeks of adoption via either e-mail to DAnderson@harris-assoc.com or US Mail to: Harris & Associates, 22 Executive Park, Suite 200, Irvine, CA 92614-4705 Attn: Dennis Anderson.

Section 10: That the above recitals are all true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of, any modification to and final confirmation of the Report.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



Engineer's Report

for the

Road Maintenance Assessment District (Fiscal year 2014-15)

*Prepared under the provisions of the
Benefit Assessment Act of 1982*

For the

CITY OF RANCHO CORDOVA
Sacramento County, California

Public Hearing date
July 7, 2014

CITY OF RANCHO CORDOVA
FISCAL YEAR 2014-15
ENGINEER'S REPORT
PREPARED PURSUANT TO THE PROVISIONS OF THE
BENEFIT ASSESSMENT ACT OF 1982
ARTICLE 4, CHAPTER 6.4
OF THE CALIFORNIA GOVERNMENT CODE

Pursuant to Part 1, Division 2 of Title 5 of the Government of the State of California, and in accordance with the Resolution of Initiation adopted by the City Council of the City of Rancho Cordova, State of California, in connection with the proceedings for:

CITY OF RANCHO CORDOVA
ROAD MAINTENANCE ASSESSMENT DISTRICT

Hereinafter referred to as the "Assessment District" or "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ASSESSMENT ENGINEER, submit herewith the "Report" consisting of five (5) parts as follows:

PART A
PLANS AND SPECIFICATIONS

Plans and specifications for the existing and ultimate improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost to be funded by the District for the operation, servicing and maintenance of the improvements for fiscal year 2014-15, including incidental costs and expenses in connection therewith.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels.



PART D COST OF LIVING ADJUSTMENT

Each year, the Road Maintenance Assessment District increases cost estimations based on the annual change in the Construction Cost Index (CCI) as presented by Engineering News Record (ENR) Magazine. Part D shows the adjustment to the Maximum Assessment Rate.

PART E BOUNDARY MAP

The Boundary Map, which shows the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District, is attached hereto and is incorporated herein by reference and is on file in the Office of the City Clerk.

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Sacramento for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART F ASSESSMENT ROLL

An assessment of the estimated cost of maintenance and/or servicing of the existing improvements on each benefited lot or parcel of land within the Assessment District for the fiscal year to which this report applies are on file in the Office of the City Clerk and incorporated herein by reference.

The undersigned respectfully submits the enclosed report as directed by the City Council. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: July 7, 2014

Harris & Associates


BY: K. Dennis Klingelhofer, P.E.

R.C.E. No. 50255



ENGINEER'S REPORT
CITY OF RANCHO CORDOVA
ROAD MAINTENANCE ASSESSMENT DISTRICT
FISCAL YEAR 2014-15

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EXECUTIVE SUMMARY

I. Introduction

The Benefit Assessment Act of 1982 (hereinafter referred to as the "1982 Act") permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the maintenance and operation costs of streets and street lighting services.

Annual assessments through the District will fund the operation, servicing and maintenance of the District's streets and street lighting improvements, as described herein, for fiscal year 2014-15, including incidental costs and expenses in connection therewith.

This Engineer's Report provides the formula to be used to determine the costs of providing these services and the methodology used to levy the assessments to the parcels within the District to fund the costs.

II. Formation Overview

The City Council, pursuant to the 1982 Act, and in accordance with Article XIID of the California Constitution ("Article XIID"); and the Proposition 218 Omnibus Implementation Act, commencing with Section 53750 of the California Government Code (the "Implementation Act"), did on May 31, 2006, adopt Resolution 64-2006 initiating proceedings for the formation of the District.

On June 19, 2006, pursuant to the 1982 Act and Article XIID, the City Council conducted a noticed public hearing to consider public testimonies, comments and written protests regarding the formation of the District and the levy of assessments. At the public hearing, property owner protest ballots received were tabulated and a majority protest did not exist for the proposed maximum assessments and the annual inflationary adjustment factor presented and described herein. The City Council adopted Resolution 93-2006, which approved the Engineer's Report, ordered the formation of the District, and approved the levy and collection of assessments.



PART A

PLANS AND SPECIFICATIONS

I. Description of District Boundaries

The District consists of three noncontiguous zones: Zone 1, Zone 4, and Zone 5. Reference is made to the boundary maps shown in Part E of the Engineer's Report.

Zone 1

The location of Zone 1 and the "Capital Village" development is generally described as:

- Disk Drive and Data Drive as the northern boundary;
- Six hundred feet south on International Drive as the southern boundary;
- Zinfandel Drive as the westerly boundary; and
- Prospect Drive as the easterly boundary

Zone 4

The location of Zone 4 and the "Sundance" development, which consist of approximately 11.44 gross acres, is generally located in the southwest corner of Douglas Road and Sunrise Boulevard.

Zone 5

The location of Zone 5 and the "Anthology at Anatolia" development is generally described as:

- Douglas Road as the northern boundary
- Herodian Drive as the southern boundary
- The extension of Anatolia Drive as the approximate westerly boundary

The property owners of the proposed Zones 2 and 3 of the District withdrew their properties prior to the formation of the District.

II. Description of District Facilities

The District facilities, which have been constructed within the City, and those which may be subsequently constructed to be serviced and maintained are generally described below.

Streets and Appurtenant Facilities

Improvements include but are not limited to: sidewalks, curb and gutter, curb ramps, pavement, marking and striping, street furniture, traffic signs, hardscape, street monumentation, traffic signals, traffic signal interconnect and appurtenant facilities as required in public rights-of-way and dedicated easements within the boundaries of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements or appurtenant facilities including the replacement thereof, together with cleaning, sandblasting, and painting of the improvements to remove or cover graffiti.

Operating and servicing includes the furnishing of electric energy for the operation of traffic signals and controllers, together with the administration of all aspects of the maintenance within the District.



Lighting and Appurtenant Facilities

Improvements include but are not limited to: poles and fixtures, bulbs, conductors, equipment including guys, anchors, posts and pedestals, metering devices, controllers and appurtenant facilities as required to provide lighting in public rights-of-way and dedicated easements within the boundaries of said District.

The public lighting system shall be maintained to provide adequate illumination. Electricity for streetlights shall be furnished and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting improvements or appurtenant facilities including replacement thereof, together with the cleaning, sandblasting, and painting of light poles and other improvements to remove or cover graffiti.

Operating and servicing means the furnishing of electric energy for the public lighting improvements or appurtenant facilities, the operation of controllers and the administration of all aspects of the maintenance and the District.

The City will not maintain the streetlights until the streetlights are transferred to the City for maintenance from CSA No. 1.

The plans and specifications for the improvements, showing the general nature, location and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this report.



PART B ESTIMATE OF COST

The City's budget for the operation, maintenance and servicing of streets and street lighting details the estimated costs for fiscal year 2014-15 as available at the time of preparation of this report, and includes reserves, engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

Funds raised by the assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or maintenance may be deferred to reduce the overall annual cost, which in turn would reduce the assessment, as the City Council deems appropriate annually.

Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

The following assumptions were used in developing the estimated costs:

Street Maintenance	Base Year Per Unit Costs	Current Year Per Unit Costs
Streets (Local / Arterial)		
Slurry Seal - per square foot	\$ 0.60	\$ 0.40
Overlay - per square foot	\$ 3.00	\$ 2.00
Alley/Aisle		
Slab Replacement - per square foot	\$ 9.00	\$ 9.00
Other Improvements		
Curb & Gutter Replacement - per linear foot	\$ 10.00	\$ 40.00
Sidewalk Replacement - per square foot	\$ 21.00	\$ 15.00
Annual Traffic Signal Maint - each	\$ 4,500.00	\$ 5,600.00

Street Light Maintenance	Base Year Per Unit Costs	Current Year Per Unit Costs
Single Fixture Annual Maint - each	\$ 150.00	\$ 75.00
Double Fixture Annual Maint - each	\$ 225.00	\$ 112.50
Single Fixture Capital Replacement - each	\$ 2,500.00	\$ 3,375.00
Double Fixture Capital Replacement - each	\$ 3,000.00	\$ 4,050.00

The pavement unit cost above also includes the cost of re-marking and re-stripping the roadway after pavement maintenance is complete.

Current year unit costs are based on recent bids received. Some of the original unit costs were for new construction only and the current year unit costs reflect the full replacement effort.



ZONE 1 – CAPITAL VILLAGE

Street Maintenance FY 2014-15 Estimated Cost

Description	Amount
<u>Annual Street Maintenance Costs</u>	
Aisles and Alleys	\$43,509
Collector and Residential Streets	99,082
Disk Drive / Data Drive	25,736
Prospect Park Drive	16,487
Zinfandel Drive	23,811
International Drive	52,005
Sub-Total	\$260,630
Traffic Signal Maintenance (5 Signals)	28,000
Measure A & Gas Tax Contribution for General Benefit	(73,019)
Sub-Total	\$215,611
Capital Reserve	\$94,371
Administration Expenses	24,574
Projected (Surplus) / Deficit July 1	(91,873)
Projected Interest Earnings	(13,728)
Capital Expenditures	-
Annual Update of Pavement Management System	1,000
Total Assessment	\$229,956
Potential Maximum Assessment	\$422,377

* Quantities were estimated using the typical street sections and the lengths of the streets for the development as shown on the tentative subdivision map. Collector streets include Tower Park Drive (formerly Road A), Bridgeway Drive (formerly Road B) and Atherstone (formerly Road C).



ZONE 1 – CAPITAL VILLAGE

Street Light Maintenance FY 2014-15 Estimated Cost

Lighting Benefit Area 1

Description	Quantity	Amount
<u>Annual Maintenance</u>		
Single Fixture Street Lights	124.8	\$9,360
Double Fixture Street Lights	67.6	7,605
Sub-Total		\$16,965
<u>Annual Capital Replacement (75 years)</u>		
Single Fixture Street Lights	124.8	\$5,616
Double Fixture Street Lights	67.6	3,650
Sub-Total		\$9,266
City Contribution for General Benefit		(3,084)
Sub-Total		\$23,147
Capital Reserve		15,062
Administration Expenses		2,615
Projected (Surplus) / Deficit July 1		(14,664)
Capital Expenditures		-
Total Lighting Area 1 Assessment		\$26,161
Potential Maximum Assessment		\$69,569

Lighting Benefit Area 2

Description	Quantity	Amount
<u>Annual Maintenance</u>		
Double Fixture Street Lights	12	\$1,350
Double Fixture Street Lights	16	1,800
Sub-Total		\$3,150
<u>Annual Capital Replacement (75 years)</u>		
Double Fixture Street Lights	12	\$648
Double Fixture Street Lights	16	864
Sub-Total		\$1,512
City Contribution for General Benefit		(1,332)
Sub-Total		\$3,330
Capital Reserve		1,675
Administration Expenses		340
Projected (Surplus) / Deficit July 1		(1,631)
Capital Expenditures		-
Total Lighting Area 2 Assessment		\$3,714
Potential Maximum Assessment		\$7,848

For a description of Benefit Areas see Part C of this report.



ZONE 4 – SUNDANCE

Street Maintenance FY 2014-15 Estimated Cost

Description	Amount
Annual Street Maintenance - Sunrise Blvd	\$5,425
Traffic Signal Maintenance (0.25 Signals)	417
Measure A & Gas Tax Contribution for General Benefit	(6,756)
Sub-Total	(\$914)
Capital Reserve	\$982
Administration Expenses	1,100
Projected (Surplus) / Deficit July 1	(\$956)
Capital Expenditures	-
Annual Update of Pavement Management System	250
Total Assessment	\$462
Potential Maximum Assessment	\$2,198

* Quantities were estimated using the typical street sections and the lengths of the streets for the development as shown on the tentative subdivision map.

Street Light Maintenance FY 2014-15 Estimated Cost

Description	Quantity	Amount
Annual Maintenance - Single Fixture Street Lights	3.11	\$234
Annual Capital Replacement - Single Fixture Street Lights	3.11	\$140
City Contribution for General Benefit		(293)
Sub-Total		\$81
Capital Reserve		\$90
Administration Expenses		85
Projected (Surplus) / Deficit July 1		(87)
Capital Expenditures		-
Total Street Light Assessment		\$168
Potential Maximum Assessment		\$170



ZONE 5 – ANTHOLOGY AT ANATOLIA

Street Maintenance FY 2014-15 Estimated Cost

Description	Amount
<u>Annual Street Maintenance Costs</u>	
Arterial Streets - Herodian Drive	\$3,720
Local Streets	21,795
Sub-Total	\$25,515
Traffic Signal Maintenance (0.5 Signals)	2,800
Measure A & Gas Tax Contribution for General Benefit	(3,260)
Sub-Total	\$25,055
Capital Reserve	\$9,274
Administration Expenses	2,402
Projected (Surplus) / Deficit July 1	(9,028)
Capital Expenditures	-
Annual Update of Pavement Management System	200
Total Assessment	\$27,902
Potential Maximum Assessment	\$57,962

* Quantities were estimated using the typical street sections and the lengths of the streets for the development as shown on the tentative subdivision map.

Street Light Maintenance FY 2014-15 Estimated Cost

Description	Quantity	Amount
Annual Maintenance - Single Fixture Street Lights	16.42	\$1,231
Annual Capital Replacement - Single Fixture Street Lights	16.42	\$739
City Contribution for General Benefit		(240)
Sub-Total		\$1,730
Capital Reserve		\$836
Administration Expenses		458
Projected (Surplus) / Deficit July 1		(814)
Capital Expenditures		-
Total Street Light Assessment		\$2,210
Potential Maximum Assessment		\$4,810



PART C

METHOD OF APPORTIONMENT

I. INTRODUCTION

The Benefit Assessment Act of 1982 (hereinafter referred to as the “1982 Act”) permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the maintenance and operation costs of streets and street lighting services.

“Streets” as defined herein is based on the definitions provided by the Office of the Controller for the State of California in the *Guidelines Relating to Gas Tax Expenditures* published by the Division of Local Government Fiscal Affairs. The state’s gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed “Street Purpose Definitions and Guidelines” based on the *Manual of Uniform Highway Accounting and Financial Management Procedures* developed by the American Association of State Highway Officials. “Streets”, as it relates to this District, is defined as the operation or maintenance of facilities within the right-of-way used for street or road purposes.

The 1982 Act requires that maintenance assessments be levied according to benefit. Section 54711 provides that the "amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service". Additionally, Section 54715(c) of the 1982 Act permits the designation of zones of benefit within any individual assessment district "on a parcel, class of improvement to property, or use of property basis, or a combination thereof". Thus, the 1982 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218, which added Article XIID to the California Constitution, requires that a parcel’s assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties which benefit from the improvements be assessed.

This report establishes the formula to be used to distribute the costs of providing the services described in this report to the benefiting parcels within the City.

II. BENEFIT ANALYSIS

Proper maintenance and operation of the street improvements and street lights, together with other public improvements, provide special benefit to adjacent properties by providing access, security, safety, and community character and vitality.

A. Street Maintenance

1. **Special Benefit.** The operation, maintenance and servicing of improvements within the street right-of-way along local streets in close proximity to certain lots or parcels provides a special benefit to such lots or parcels by providing: 1) improved ingress and egress from such lots, 2) improved aesthetics, 3) improved local access for emergency vehicles, and 4) improved drainage. All parcels within the District receive special benefit from the street maintenance and improvements.



2. **General Benefit.** The City recognizes that a portion of the maintenance, operation and servicing of those Street Improvements that are a part of the City's arterial roadways provide a general benefit to the public at large, which equates to the higher level of lighting required.

The arterial section of the street is seen as the two center lanes and the median of a 4-lane roadway, the portion used predominantly for through traffic. This amounts to approximately 50% of the right-of-way to be maintained. Therefore, 50% of the street lighting maintenance for arterial roadways is considered to be of general benefit.

3. **Special Benefit Area.** All parcels within the District receive special benefit from the proposed street maintenance improvements.

B. Street Lighting

1. **Special Benefit.** The operation, maintenance and servicing of lighting along local streets in close proximity to certain lots or parcels provides a special benefit to such lots or parcels by providing illumination resulting in: 1) improved security of such lots or parcels, 2) improved ingress and egress from such lots or parcels by illuminating access after sunset, and 3) improved nighttime visibility for the local access of emergency vehicles. All parcels within the District receive special benefit from the street maintenance and improvements.
2. **General Benefit.** The City recognizes that a portion of the maintenance, operation and servicing of those Street Lighting Improvements that are a part of the City's arterial lighting improvements provide a general benefit to the public at large, which equates to the higher level of lighting required on arterial roads.

The general benefits associated with arterial lighting are attributable to the higher level of lighting required for an arterial roadway. That higher level of lighting provides a measure of safety for the additional width of the street. There are also general benefits associated with higher wattage lights at intersections for safety lighting.

The arterial section of the street is seen as the two center lanes and the median of a 4-lane roadway, the portion used predominantly for through traffic. This amounts to approximately 50% of the right-of-way to be lit by the street lighting system. Therefore, 50% of the street lighting maintenance for arterial roadways is considered to be of general benefit.

3. **Special Benefit Areas.**

a. **ZONE 1 – CAPITAL VILLAGE**

Lighting Area 1 encompasses all parcels in the residential area of the development as well as the commercial property on the south side of International Drive and will be assessed for street lighting maintenance costs associated with the residential area.

Lighting Area 2 encompasses the commercial property on the north side of International Drive and will be assessed for the street lighting maintenance for those streetlights directly adjacent to the property.

b. **ZONES 4 and 5**

There are no special benefit areas designated for Zones 4 and 5.



C. Special Benefit Methodology

To establish the benefit to the individual parcels within the District, a Benefit Unit system is proposed. Each parcel of land is assigned Benefit Units in proportion to the estimated benefit the parcel receives relative to the other parcels within the District from the improvements. Benefit Units are established by considering both a dwelling unit equivalency of a property and the benefits provided, as discussed above.

Basic Formula:

$$(\text{Equivalent Dwelling Units}) \times (\text{Benefit Factor}) = \text{Benefit Units}$$

In order to allocate benefit fairly between the parcels, an Equivalent Dwelling Unit (EDU) methodology is proposed which equates different types of land uses, thereby allowing a uniform method of assessment.

The number of EDU's to be assigned to each parcel shall be calculated as follows:

The single-family parcel has been selected as the basic unit for calculation of the assessments and is defined as 1.00 Equivalent Dwelling Unit (EDU). Parcels with other land uses receive varying levels of benefit based on parcel usage and size. Equivalency factors have been developed to indicate the amount of benefit received relative to the single-family parcel. All land uses are converted to EDU's in the manner described below.

Benefit Factors are assigned to properties when the special benefit received differs between similar land use types.

1. ZONE 1 – CAPITAL VILLAGE EDU METHODOLOGY

Single Family Residential (SFR). The high-density SFR (**SFR-H**) parcel been selected as the basic unit for calculation of the benefit assessments. This basic unit is set equal to one Equivalent Dwelling Unit (EDU). High-density SFR parcels have been chosen as this basic unit and are those parcels zoned as single family residential and are shown on the map on page 26 of this Report. These units parcels are assessed 1.0 EDU.

Medium-density SFR (**SFR-M**) parcels are those parcels zoned as single family residential and are shown on page 26 this Report. The average size of these buildings is 25% larger than the Townhome high-density buildings, therefore these medium-density SFR parcels are assessed 1.25 EDU's.

Low-density SFR (**SFR-L**) parcels are those parcels zoned as single family residential and are shown on page 26 of this Report. The average size of these buildings is 40% larger than the Townhome high-density buildings, therefore these low-density SFR parcels are assessed 1.40 EDU's.

Commercial (COM). Parcels that are designated for non-residential uses, including churches, offices, and industrial uses, are assigned EDUs based on the average single family residential lot area (2,472 sq ft) within the development, which equates to 17.6 EDUs per acre.

Vacant/Parks (VAC/PARK). Parcels that are designated for parks or parcels that are developable but do not have a finalized development map are assessed based upon the acreage of the parcel. These properties receive special benefits based on their land, as this is the basis of their value. Based upon the opinions of professional appraisers, the land value portion of a property typically ranges from 20 to 30 percent of the property's total value.



Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. In converting vacant properties to EDU's, the factor used is the District's average single family residential lot area (2,472 sq ft) and the number of lots that could be subdivided into an acre of land. All properties that are designated as Vacant or Park are therefore assigned 4.5 EDU's per acre or any portion thereof.

Exempt (EXE). Excepted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. Also excepted from assessment would be utility rights-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no value and therefore do not benefit from the improvements. Also exempt from assessment are public detention/drainage basins, water and sewer pump stations, and electric utility transfer stations.

2. ZONE 1 – CAPITAL VILLAGE BENEFIT FACTORS

Street Benefit Factor (SBF)

- **Local Streets.** All parcels are considered to have a local street benefit. Parcels along arterial roadways are considered to receive local street benefits the same as on local streets, as the costs of the arterial section maintenance have been reduced by the general benefit contribution. All parcels in this category will be assigned a benefit factor of 1.0.
- **Alleys/Aisles.** All parcels that have access via an alley or aisle receive an additional benefit for the maintenance of these alleys and aisles. The maintenance costs for alleys/aisles make up approximately 25% of the total street maintenance costs within the Street Area. Therefore, parcels in this category will be assigned a benefit factor of 1.345. See the table below for the calculation of this factor.

ZONE 1 - CAPITAL VILLAGE**Street Area - SBF for Alley/Aisle Benefit****(based on original Engineer's Report dated June 19, 2006)**

Alley/Aisle Maintenance Cost	\$53,399		
All Local Street Maintenance	<u>\$323,821</u>		
	\$377,220		
Alley/Aisle EDUs	737.400		
All Local Street EDUs	<u>807.168</u>		
	1544.568		
Alley/Aisle Cost per EDU	\$53,399 / 737.4	=	\$72.42
Local Street Costs to all EDUs	\$323,821 / 1,544.6	=	<u>\$209.65</u>
			\$282.07
Alley/Aisle Cost Factor	\$282.07 / \$209.65	=	1.345
SBF - Alley/Aisle = 1.345			

Street Benefit Assessment Formula:

EDU x SBF = Street Benefit Units (SBU)

Lighting Benefit Factor (LBF)

- **Local Lighting.** A parcel is considered to have a local lighting benefit if there is lighting at standard intervals along the street adjacent to it. Parcels along arterial roadways with standard lighting are considered to receive local lighting benefits the same as on local streets, as the costs of the higher wattages of lights have been reduced by the general benefit contribution. All parcels in this category will be assigned a benefit factor of 1.00.
- **Alley/Aisle Lighting.** Parcels that have standard street lighting on alleys or aisles that also have Local Lighting receive an additional benefit for the lighting in these alleys and aisles. The maintenance costs for alley/aisle lighting make up more than 50% of the total lighting costs within Lighting Area 1. (There are no alleys or aisles in Lighting Area 2, therefore those costs are not included in these calculations.) Therefore, parcels in this category will be assigned a benefit factor of 1.587. See the table below for the calculation of this factor.



ZONE 1 - CAPITAL VILLAGE
Lighting Area 1 - LBF for Alley/Aisle Benefit
(based on original Engineer's Report dated June 19, 2006)

Alley/Aisle Maintenance Cost	\$18,333		
All Other Lights	\$43,235		
	<u>\$61,569</u>		
Alley/Aisle EDUs	733.7		
All other EDUs	281.5		
	<u>1,015.2</u>		
Alley/Aisle Cost per EDU	\$18,333 / 733.65	=	\$24.99
Other Costs to all EDUs	\$43,235 / 1015.2	=	<u>\$42.59</u>
			\$67.58
Alley/Aisle Cost Factor	\$67.58 / \$42.59	=	1.587
LBF - Alley/Aisle =	1.587		

Lighting Benefit Assessment Formula:
EDU x LBF = Lighting Benefit Units (LBU)

The following table provides a summary of the land uses, EDUs and Benefit Units for the various parcels within the Zone.

Street Benefit Summary

<u>No Alley/Aisle Benefit</u>				
Land Use	Parcels	Acres	EDU	SBU
COM	14	26.888	473.227	473.227
EXE	56		0.000	0.000
PARK	3	6.93	31.185	31.185
SFR-H	6		6.000	6.000
SFR-M*	91		113.750	113.750
VAC	3	14.85	66.825	66.825
Sub-Totals	173	48.668	690.987	690.987

<u>Alley/Aisle Benefit</u>				
Land Use	Parcels	Acres	EDU	SBU
SFR-H	216		216.000	290.520
SFR-L	124		173.600	233.492
SFR-M*	225		281.250	378.225
Sub-Totals	565		670.850	902.237
District Totals	738	48.668	1,361.837	1,593.224

Light Benefit Summary

<u>No Alley/Aisle Benefit</u>				
Land Use	Parcels	Acres	EDU	LBU
COM	13	24.878	473.227	473.227
EXE	56		0.000	0.000
PARK	3	6.93	31.185	31.185
SFR-H	6		6.000	6.000
SFR-M*	94		117.500	117.500
VAC	4	16.86	66.825	66.825
Sub-Totals	176	48.668	694.737	694.737

<u>Alley/Aisle Benefit</u>				
Land Use	Parcels	Acres	EDU	LBU
SFR-H	216		216.000	342.792
SFR-L	124		173.600	275.528
SFR-M*	222		277.500	440.448
Sub-Totals	562		667.100	1,058.768
District Totals	738	48.668	1,361.837	1,753.505

* The SFR-M alley/aisle parcel count differs between the street benefit and the lighting benefit. This is due to Lots 508, 509, and 510 receiving the alley/aisle benefit for street maintenance but not the alley/aisle benefit from the lighting maintenance. These lots and their adjacent alleys have no street lighting.



3. ZONE 1 – CAPITAL VILLAGE ASSESSMENT RATE CALCULATION

The Fiscal year 2014-15 actual and maximum assessment rates* are calculated as follows:

	2014/15 Estimated Cost	Benefit Units	2014/15 Applied Assessment Rate	2014/15 Maximum Assessment Rate*
Street Assessment:	\$229,956 /	1,593.224 SBU =	\$144.33 per SBU	\$265.11
Lighting Area 1 Assessment	\$26,161 /	1,292.299 LBU =	\$20.25 per LBU	\$53.83
Lighting Area 2 Assessment	\$3,714 /	461.206 LBU =	\$8.05 per LBU	\$17.02

* The maximum annual maintenance assessment rates will be increased each year by the annual change in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI), as determined by the City Council. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. See Part D of this Report for details regarding the increase to the FY 2014-15 maximum assessment rates.

The table below provides sample calculations for various types of parcels within the Zone. Each individual parcel's assessment is the sum of the assessments based on the benefits received for street and lighting maintenance.

FY 2014-15 Assessment - Sample Calculations ZONE 1 – CAPITAL VILLAGE

Land Use	Zone Area	Acres	Benefit Factor	EDU	SBU	LBU	Street Asmt	Lighting Asmt	Total Asmt
<u>No Alley/Aisle Benefit</u>									
COM	2	1.5	17.60 /Acre	26.400	26.400	26.400	\$3,810.41	\$212.52	\$4,022.93
SFR-H	1		1.00 /Parcel	1.000	1.000	1.000	\$144.33	\$20.25	\$164.58
SFR-M*	1		1.25 /Parcel	1.250	1.250	1.250	\$180.42	\$25.31	\$205.73
SFR-L	1		1.40 /Parcel	1.400	1.400	1.400	\$202.07	\$28.35	\$230.42
VAC/PARK	1	1.5	4.50 /Acre	6.750	6.750	6.750	\$974.25	\$136.69	\$1,110.94
<u>Alley/Aisle Benefit</u>									
					EDU X 1.345	EDU X 1.587			
SFR-H	1		1.00 /Parcel	1.000	1.345	1.587	\$194.13	\$32.14	\$226.27
SFR-M*	1		1.25 /Parcel	1.250	1.681	1.984	\$242.66	\$40.17	\$282.83
SFR-L	1		1.40 /Parcel	1.400	1.883	2.222	\$271.78	\$44.99	\$316.77

* The SFR-M alley/aisle parcel count differs between the street benefit and the lighting benefit. This is due to Lots 508, 509, and 510 receiving the alley/aisle benefit for street maintenance but not the alley/aisle benefit from the lighting maintenance. These lots and their adjacent alleys have no street lighting.



4. ZONE 4 – SUNDANCE EDU METHODOLOGY

Single Family Residential (SFR). The SFR parcel been selected as the basic unit for calculation of the benefit assessments. This basic unit is set equal to one Equivalent Dwelling Unit (EDU). These units parcels are assessed 1.0 EDU.

Commercial (COM). Parcels that are designated for non-residential uses, including churches, offices, and industrial uses, are assigned EDUs based on the average single family residential lot area within the development, which equates to 11.70 EDUs per acre.

Vacant/Parks (VAC/PARK). Parcels that are designated for parks or parcels that are developable but do not have a finalized development map are assessed based upon the acreage of the parcel. These properties receive special benefits based on their land, as this is the basis of their value. Based upon the opinions of professional appraisers, the land value portion of a property typically ranges from 20 to 30 percent of the property's total value. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. In converting vacant properties to EDU's, the factor used is the District's average single family residential lot area (3,725 sq ft) and the number of lots that could be subdivided into an acre of land. All properties that are designated as Vacant or Park are therefore assigned 2.925 EDU's per acre or any portion thereof.

Exempt (EXE). Excepted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. Also excepted from assessment would be utility rights-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no value and therefore do not benefit from the improvements. Also exempt from assessment are public detention/drainage basins, water and sewer pump stations, and electric utility transfer stations.

5. ZONE 4 – SUNDANCE BENEFIT FACTORS

Street Benefit Factor (SBF)

- **Local Streets.** All parcels are considered to have a local street benefit. Within the Sundance development area the local streets are private and will be maintained by the owners. Parcels along arterial roadways are considered to receive local street benefits the same as on local streets, as the costs of the arterial section maintenance have been reduced by the general benefit contribution. All parcels in this category will be assigned a benefit factor (SBF) of 1.0.

Street Benefit Assessment Formula:
EDU x SBF = Street Benefit Units (SBU)

Lighting Benefit Factor (LBF)

- **Local Lighting.** A parcel is considered to have a local lighting benefit if there is lighting at standard intervals along the street adjacent to it. Parcels along arterial roadways with standard lighting are considered to receive local lighting benefits the same as on local streets, as the costs of the higher wattages of lights have been reduced by the general



benefit contribution. All parcels in this category will be assigned a benefit factor (LBF) of 1.00.

Lighting Benefit Assessment Formula:
EDU x LBF = Lighting Benefit Units (LBU)

The following table provides a summary of the land uses, EDUs and Benefit Units for the various parcels within the Zone for FY 2014-15.

Street Benefit Summary				Light Benefit Summary			
Land use	Parcels	EDU	SBU	Land use	Parcels	EDU	LBU
VACANT	1	34.574	34.574	VACANT	1	34.574	34.574
Totals	1	34.574	34.574	Totals	1	34.574	34.574

6. ZONE 4 – SUNDANCE ASSESSMENT RATE CALCULATION

The FY 2014-15 actual and maximum assessment rates are calculated as follows:

	FY 2014/15 Estimated Cost	Benefit Units	FY 2014/15 Applied Assessment Rate	FY 2014/15 Maximum Assessment Rate ⁽¹⁾⁽²⁾
Street Assessment	\$ 461.94 /	34.574 SBU =	\$ 13.36 per SBU	\$63.58
Lighting Assessment	\$ 168.21 /	34.574 LBU =	\$ 4.87 per LBU	\$4.93

- (1) The maximum annual maintenance assessment rates will be increased each year by the annual change in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI), as determined by the City Council. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. See Part D of this Report for details regarding the increase to the FY 2014-15 maximum assessment rates.
- (2) The terms of a development agreement, dated May 15, 2006, between the City and the Developer limit Zone 4's (Sundance) combined annual assessment rate to \$300 per single family residential parcel or single family residential parcel equivalent, which amount shall be adjusted annually by the annual change in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI).



The table below provides sample calculations for parcels within the Zone. Each individual parcel's assessment is the sum of the assessments based on the benefits received for street and lighting maintenance.

FY 2014-15 Assessment - Sample Calculations
ZONE 4 – SUNDANCE

Land Use	Acres	Benefit Factor	Benefit Units	Street Asmt	Lighting Asmt	Total Asmt
SFR		1.00 /Parcel	1.000	\$13.36	\$4.87	\$18.23
COM	1.5	11.70 /Acre	17.550	\$234.48	\$85.38	\$319.86
VAC/PARK	1.5	2.925 /Acre	4.388	\$58.62	\$21.35	\$79.97



7. ZONE 5 – ANTHOLOGY AT ANATOLIA EDU METHODOLOGY

Single Family Residential (SFR). The SFR parcel been selected as the basic unit for calculation of the benefit assessments. This basic unit is set equal to one Equivalent Dwelling Unit (EDU). These units parcels are assessed 1.0 EDU.

Commercial (COM). Parcels that are designated for non-residential uses, including churches, offices, and industrial uses, are assigned EDUs based on the average single family residential lot area within the development, which equates to 9.0 EDUs per acre.

Vacant/Parks (VAC/PARK). Parcels that are designated for parks or parcels that are developable but do not have a finalized development map are assessed based upon the acreage of the parcel. These properties receive special benefits based on their land, as this is the basis of their value. Based upon the opinions of professional appraisers, the land value portion of a property typically ranges from 20 to 30 percent of the property's total value. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. In converting vacant properties to EDU's, the factor used is the District's average single family residential lot area (4,835 sq ft) and the number of lots that could be subdivided into an acre of land. All properties that are designated as Vacant or Park are therefore assigned 2.25 EDU's per acre or any portion thereof.

Exempt (EXE). Excepted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, parkways and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities. Also excepted from assessment would be utility rights-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no value and therefore do not benefit from the improvements. Also exempt from assessment are public detention/drainage basins, water and sewer pump stations, and electric utility transfer stations.

8. ZONE 5 – ANTHOLOGY AT ANATOLIA BENEFIT FACTORS

Street Benefit Factor (SBF)

- **Local Streets.** All parcels are considered to have a local street benefit. Parcels along arterial roadways are considered to receive local street benefits the same as on local streets, as the costs of the arterial section maintenance have been reduced by the general benefit contribution. All parcels in this category will be assigned a benefit factor (SBF) of 1.00.

Street Benefit Assessment Formula:
EDU x SBF = Street Benefit Units (SBU)

Lighting Benefit Factor (LBF)

- **Local Lighting.** A parcel is considered to have a local lighting benefit if there is lighting at standard intervals along the street adjacent to it. Parcels along arterial roadways with standard lighting are considered to receive local lighting benefits the same as on local streets, as the costs of the higher wattages of lights have been reduced by the general benefit contribution. All parcels in this category will be assigned a benefit factor (LBF) of 1.00.



Lighting Benefit Assessment Formula:
EDU x LBF = Lighting Benefit Units (LBU)

The following table provides a summary of the land uses, EDUs and Benefit Units for the various parcels within the Zone.

Street Benefit Summary				Light Benefit Summary			
Landuse	Parcels	EDU	SBU	Landuse	Parcels	EDU	LBU
EXE	3	0	0	EXE	3	0	0
SFR	118	118	118	SFR	118	118	118
Totals	121	118	118	Totals	121	118	118

9. ZONE 5 – ANTHOLOGY AT ANATOLIA ASSESSMENT RATE CALCULATION

The FY 2014-15 actual and maximum assessment rates* are calculated as follows:

	2014/15 Estimated Cost	Benefit Units	2014/15 Applied Assessment Rate	2014/15 Maximum Assessment Rate*
Street Assessment	\$27,902 /	118.000 SBU =	\$ 236.46 per SBU	\$491.20
Lighting Assessment	2,210 /	118.000 LBU =	\$ 18.73 per LBU	\$40.76

* The maximum annual maintenance assessment rates will be increased each year by the annual change in the McGraw-Hill Engineering News Record Construction Cost Index, as determined by the City Council. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. See Part D of this Report for details regarding the increase to the FY 2014-15 maximum assessment rates.

The table below provides sample calculations for parcels within the Zone. Each individual parcel's assessment is the sum of the assessments based on the benefits received for street and lighting maintenance.

FY 2014-15 Assessment - Sample Calculations ZONE 5 – ANTHOLOGY AT ANATOLIA

Land Use	Acres	Benefit Factor	Benefit Units	Street Asmt	Lighting Asmt	Total Asmt
SFR		1.00 /Parcel	1.000	\$236.46	\$18.73	\$255.19
COM	1.5	9.00 /Acre	13.500	\$3,192.22	\$252.83	\$3,445.05
VAC/PARK	1.5	2.250 /Acre	3.375	\$798.06	\$63.21	\$861.27



PART D COST OF LIVING ADJUSTMENTS

The property owner balloting that established the District's maximum assessment rates included an annual inflator formula. The purpose of establishing the inflator formula was to provide for a reasonable inflationary adjustment to the annual maximum charges without requiring periodic noticing and balloting procedures that would add additional costs to the District. The law implementing Constitution Article XIID clarifies that an increase in a maximum rate, implemented through a voter-approved inflator formula, is not considered an increase that is subject to additional property owner consideration.

Each year, the District's maximum assessment rates may be increased by the annual percentage change in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI) as determined by the City Council. The District's estimated maintenance costs shall also be increased annually by the same percentage increase to the maximum assessment rates.

The annual increase is calculated using the percentage difference in the ENR CCI between December and December of the previous year. The base year maximum rates and estimated costs were set at the formation of the District, these maximum rates and estimated costs shall continue to be adjusted annually. The percentage increase in the ENR CCI from December 2012 to December 2013 was 2.72%.

The ENR CCI factors and percentage increases to the District's maximum assessment rates are shown below.

Fiscal Year	CCI	Increase
2006/07	7647	N/A
2007/08	7888	3.15%
2008/09	8089	2.55%
2009/10	8551	5.71%
2010/11	8641	1.053%
2011/12	8952	3.60%
2012/13	9172	2.46%
2013/14	9412	2.62%
2014/15	9668	2.72%

		FY14-15 Maximum Rate	FY13-14 Maximum Rate	Maximum Rate Variance
Zone 1				
Street Assessment	Per SBU	\$265.11	\$258.09	\$7.02
Lighting Area 1 Assessment	Per LBU	\$53.83	\$52.41	\$1.42
Lighting Area 2 Assessment	Per LBU	\$17.02	\$16.57	\$0.45
Zone 4				
Street Assessment	Per SBU	\$63.58	\$61.90	\$1.68
Lighting Assessment	Per LBU	\$4.93	\$4.80	\$0.13
Zone 5				
Street Assessment	Per SBU	\$491.20	\$478.19	\$13.01
Lighting Assessment	Per LBU	\$40.76	\$39.68	\$1.08



PART E

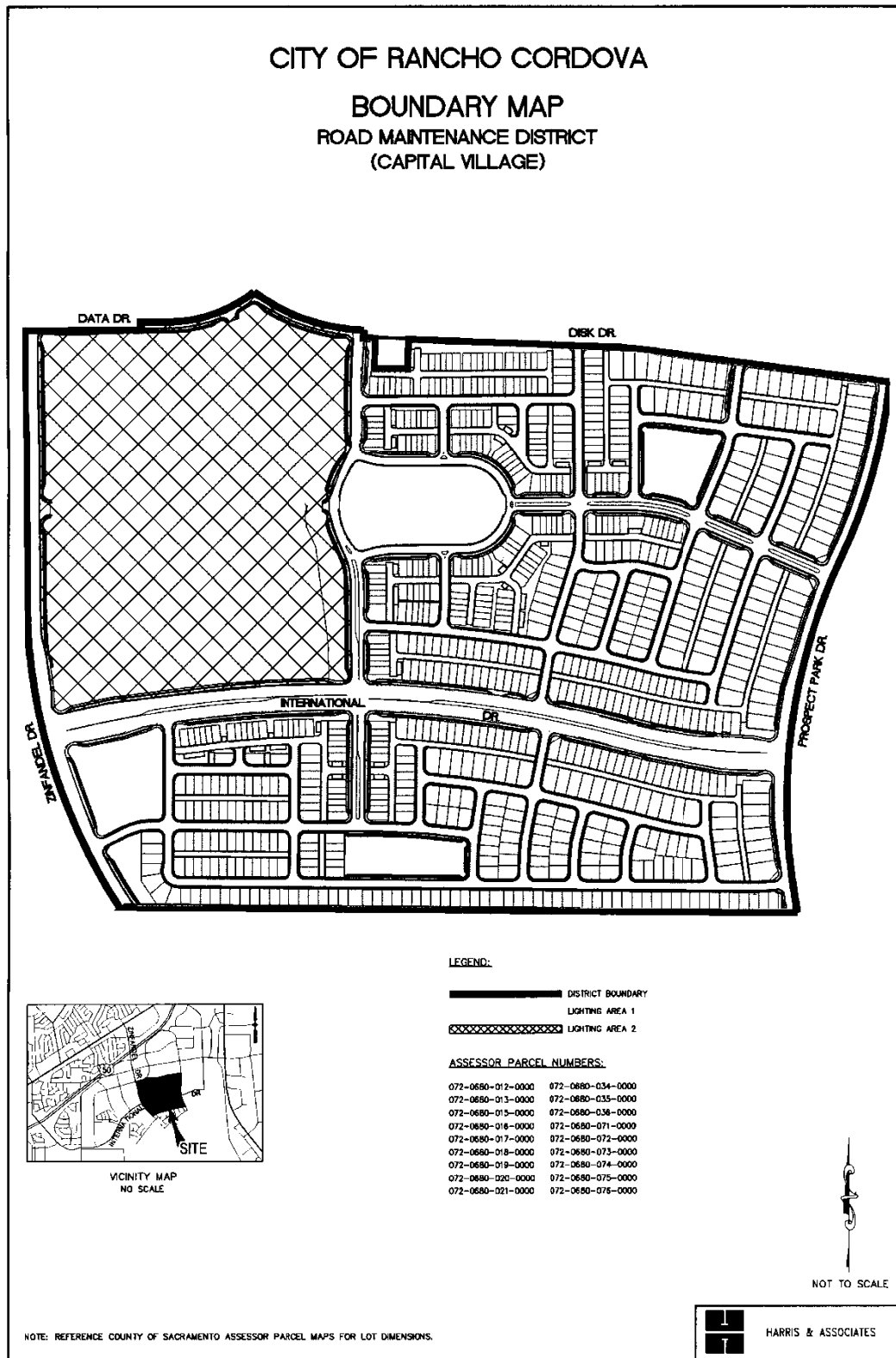
BOUNDARY MAP

The boundary maps, as shown on the following pages, provide the exterior boundaries of the each Zone within the District, and are incorporated herein by reference.

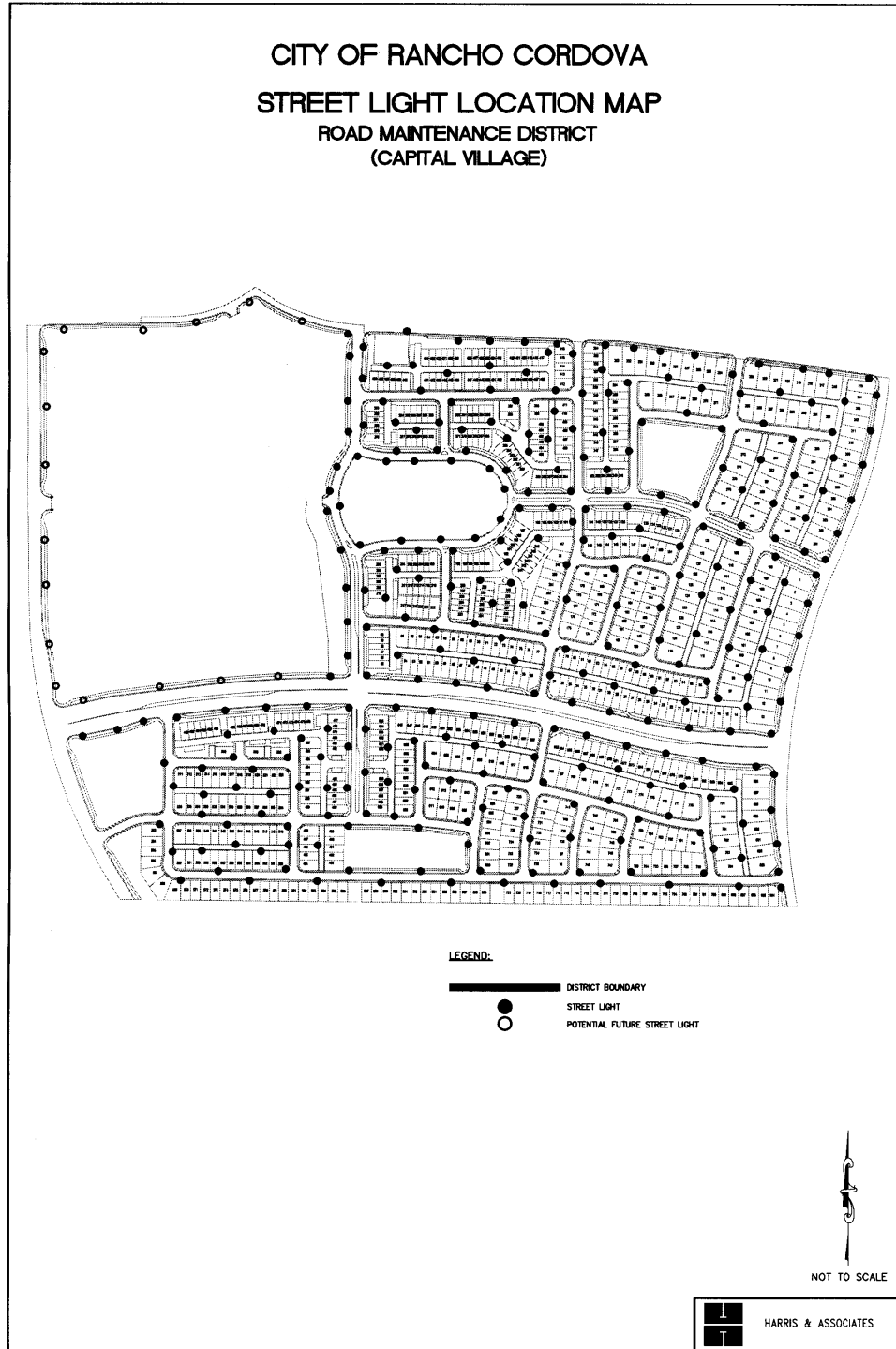
The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Sacramento for the fiscal year to which this report applies. The Assessor's maps and records are incorporated by reference herein and made part of this report.



BOUNDARY MAP - ZONE 1 CAPITAL VILLAGE

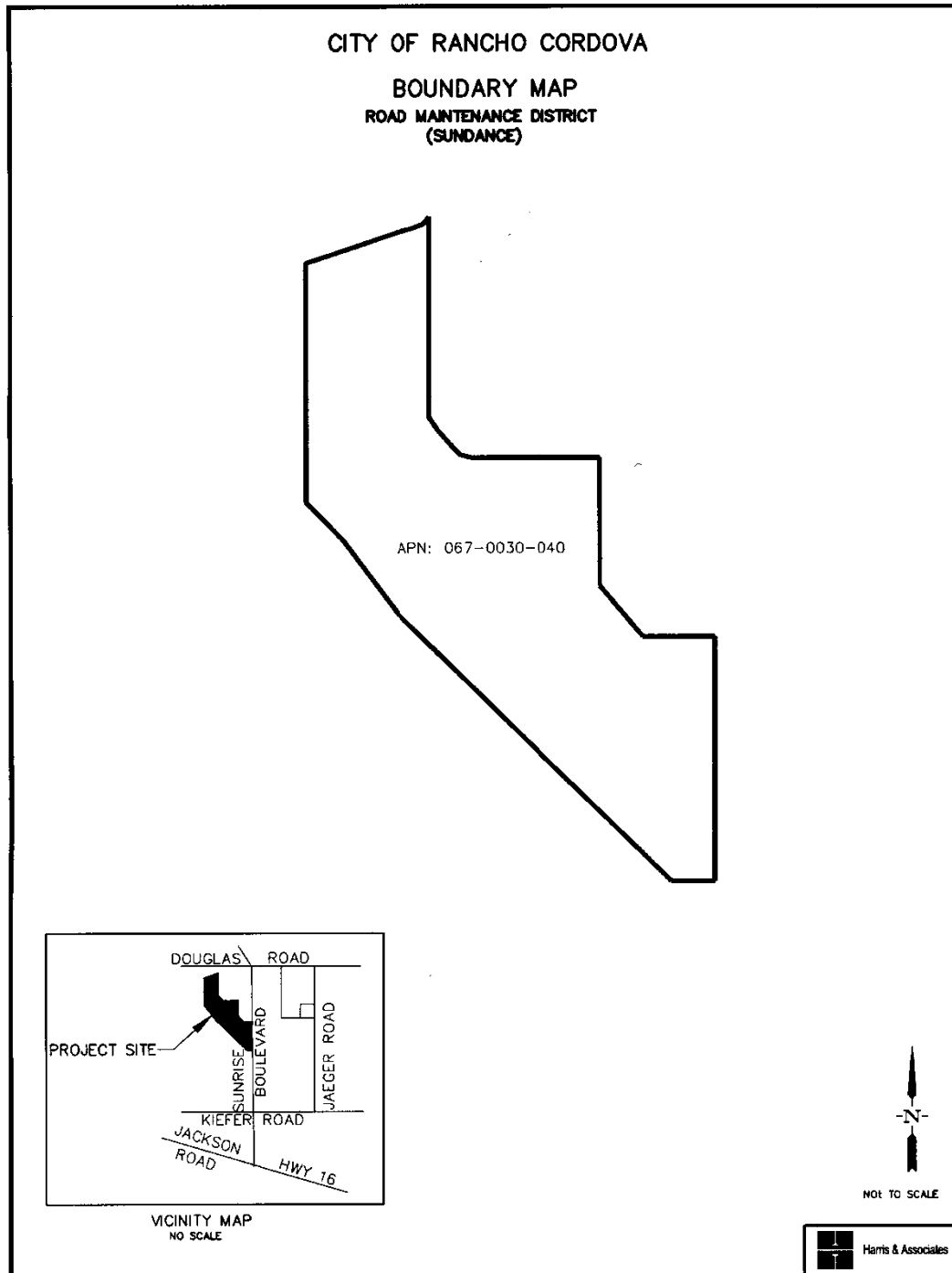




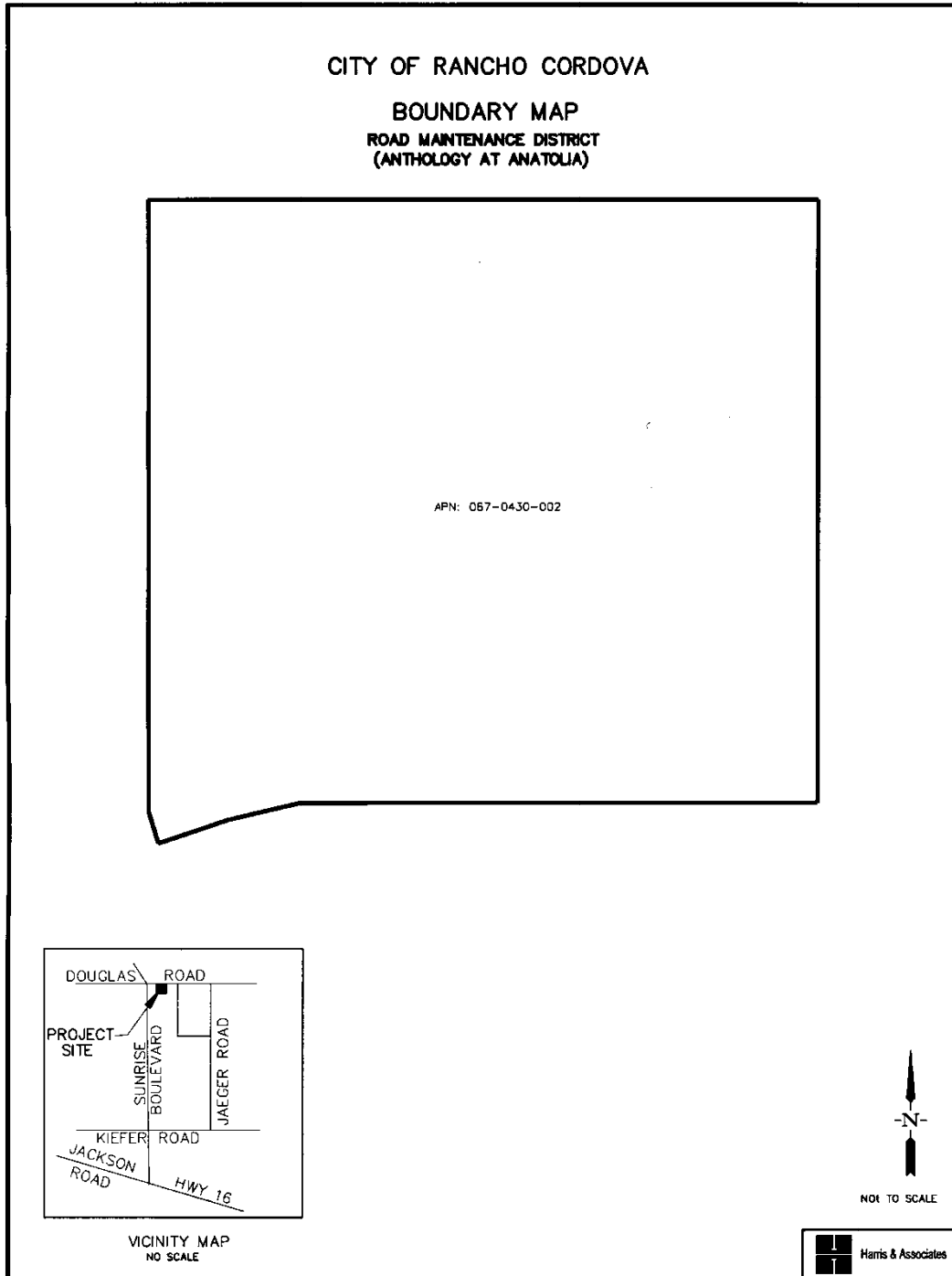




BOUNDARY MAP – ZONE 4 – SUNDANCE



BOUNDARY MAP – ZONE 5 – ANTHOLOGY AT ANATOLIA



PART F

ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Sacramento County secured property tax roll for the year in which this Report is prepared and reflective of the Assessor's parcel maps.

The total proposed assessment for Fiscal year 2014-15 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Sacramento County Assessor's Office, are contained in the Assessment Roll on file in the Office of the City Clerk of the City of Rancho Cordova, which is incorporated herein by reference.

At the conclusion of the public hearing for the District and the proposed assessments, approval of the Report (as submitted or as modified) confirms the method of apportionment and the assessments to be levied against each eligible parcel and thereby constitutes the approval levy and collection of assessments for FY 2014-15. The listing of parcels and the amount of assessments to be levied shall be submitted to the County Auditor/Controller and included on the FY 2014-15 County tax roll for each parcel.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the charge amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.





SHAPING THE FUTURE ONE PROJECT AT A TIMESM

Preliminary Assessment Roll

for

ROAD MAINTENANCE ASSESSMENT DISTRICT

Fiscal Year 2014-15

Prepared for the

CITY OF RANCHO CORDOVA
Sacramento County, California

June 18, 2014

**CITY OF RANCHO CORDOVA
ROAD MAINTENANCE ASSESSMENT DISTRICT
FY 2014-15**

06/18/14
Page 1

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	ACTUAL		
								STREET ASMT	LIGHT ASMT	TOTAL ASMT
067-0030-040-0000	4		VAC	34.574	34.574	34.574	\$2,368.66	\$461.91	\$168.38	\$630.28
067-0920-001-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-002-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-003-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-004-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-005-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-006-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-007-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-008-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-009-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-010-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-011-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-012-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-013-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-014-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-015-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-016-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-017-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-018-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-019-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-020-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-021-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-022-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-023-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-024-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-025-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-026-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-027-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-028-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-029-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-030-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-031-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-032-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18
067-0920-033-0000	5		SFR	1.000	1.000	1.000	\$531.96	\$236.46	\$18.73	\$255.18

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX		ASMT	STREET	LIGHT	TOTAL
									ASMT	ASMT	ASMT	ASMT
067-0920-034-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-035-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-036-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-037-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-038-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-039-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-040-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-041-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-042-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-043-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-044-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-045-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-046-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-047-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-048-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-049-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-050-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-051-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-052-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-053-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-054-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-055-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-056-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-057-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-058-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-059-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-060-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-061-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-062-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-063-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-064-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-065-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-066-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18
067-0920-067-0000	5		SFR	1.000	1.000	1.000			\$531.96	\$236.46	\$18.73	\$255.18

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
067-0920-068-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-069-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-070-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-071-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-072-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-073-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-074-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-075-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-076-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-077-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-078-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-079-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-080-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-081-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-082-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-083-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-084-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-085-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-086-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-087-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-088-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-089-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-090-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-091-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-092-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-093-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-094-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-095-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-096-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-097-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-098-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-099-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-100-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-101-0000	5		SFR	1.000	1.000	1.000	\$531.96			\$236.46	\$18.73	\$255.18

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
067-0920-102-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-103-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-104-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-105-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-106-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-107-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-108-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-109-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-110-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-111-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-112-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-113-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-114-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-115-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-116-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-117-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
067-0920-118-0000	5		SFR	1,000	1,000	1,000	\$531.96			\$236.46	\$18.73	\$255.18
072-0680-034-0000	1	1	VAC	24,795	24,795	24,795	\$7,908.11			\$3,578.66	\$502.10	\$4,080.76
072-0680-072-0000	1	2	VAC	23,355	23,355	23,355	\$6,589.14			\$3,370.83	\$188.01	\$3,558.84
072-0680-075-0000	1	1	COM	35,376	35,376	35,376	11,282.82			\$5,105.82	\$716.36	\$5,822.18
072-0680-079-0000	1	1	VAC	18,675	18,675	18,675	\$5,956.21			\$2,695.36	\$378.17	\$3,073.52
072-2970-001-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-002-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-003-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-004-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-005-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-006-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-007-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-008-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-009-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-010-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-011-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-012-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80
072-2970-013-0000	1	1	SFR-M	1,250	1,681	1,984	\$552.45			\$242.62	\$40.18	\$282.80

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	ACTUAL		
								STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2970-014-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-015-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-016-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-017-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-024-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-025-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-026-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-027-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-028-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-029-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-030-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-031-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-032-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-033-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-034-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-035-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-036-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-037-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-038-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-039-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-040-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-053-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-054-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-055-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-056-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-057-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-058-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-059-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-060-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-061-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-062-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2970-063-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68	\$180.41	\$25.31	\$205.72
072-2970-064-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68	\$180.41	\$25.31	\$205.72
072-2970-065-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68	\$180.41	\$25.31	\$205.72

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2970-066-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-067-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-068-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-069-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-070-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-071-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-072-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-073-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-074-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-075-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-076-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-077-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-078-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-079-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-080-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-081-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-082-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-083-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-084-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-085-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-086-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-087-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-088-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-089-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-090-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-091-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-092-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-093-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-094-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-095-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-096-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-097-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-098-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-099-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26

**CITY OF RANCHO CORDOVA
ROAD MAINTENANCE ASSESSMENT DISTRICT
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PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2970-100-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-101-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-102-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-103-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-104-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-105-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-106-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-107-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-108-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-109-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-110-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-111-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-112-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-113-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-114-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-115-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-146-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-147-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-148-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-149-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-150-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-151-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-152-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-153-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-154-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-155-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-156-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-157-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-158-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-159-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-160-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-161-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-162-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-163-0000	1	1	SFR-M	1,250	1,250	1,250		\$398.68		\$180.41	\$25.31	\$205.72

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2970-164-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-165-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-166-0000	1	1	SFR-M	1.250	1.250	1.250		\$398.68		\$180.41	\$25.31	\$205.72
072-2970-201-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-202-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-203-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-204-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-205-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-206-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-207-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-208-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-209-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-210-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-211-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-212-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-213-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-214-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-215-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-216-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-217-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-218-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-219-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-220-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-221-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-222-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-223-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-224-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-225-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-226-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-227-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-228-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-229-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-230-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-231-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2970-232-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-233-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-234-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-235-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-236-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-237-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-238-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-239-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-240-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-241-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-242-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2970-243-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2970-244-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2970-245-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2970-246-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2970-247-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2970-248-0000	1	1	SFR-H	1.000	1.000	1.000		\$318.94		\$144.33	\$20.25	\$164.58
072-2980-001-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-002-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-003-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-004-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-005-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-006-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-007-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-008-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-009-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-010-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-011-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-012-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-013-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-2980-017-0000	1	1	SFR-M	1.250	1.681	1.984		\$552.45		\$242.62	\$40.18	\$282.80
072-2980-018-0000	1	1	SFR-M	1.250	1.681	1.984		\$552.45		\$242.62	\$40.18	\$282.80
072-2980-019-0000	1	1	SFR-M	1.250	1.681	1.984		\$552.45		\$242.62	\$40.18	\$282.80
072-2980-020-0000	1	1	SFR-M	1.250	1.681	1.984		\$552.45		\$242.62	\$40.18	\$282.80

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	ACTUAL		
								STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2980-021-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-022-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-023-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-024-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-025-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-026-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-027-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-028-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-029-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-030-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-031-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-032-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-033-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-034-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-035-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-036-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-037-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-038-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-039-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-040-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-041-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-042-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-043-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-044-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-045-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-046-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-047-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-048-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-049-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-050-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-051-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-052-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-053-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-054-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2980-055-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2980-056-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2980-057-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-058-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-059-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-060-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-061-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-062-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-063-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-064-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-065-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-066-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-067-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-068-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-069-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-070-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-071-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-072-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-073-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-074-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-075-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-076-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-077-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-078-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-079-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-080-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-081-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-082-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-083-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-084-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-085-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-086-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-087-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76
072-2980-088-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81			\$271.77	\$45.00	\$316.76

PRELIMINARY ASSESSMENT ROLL

ACTUAL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2980-089-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2980-092-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-093-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2980-094-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-001-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-002-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-003-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-004-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-005-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-006-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-007-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-008-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-009-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-010-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-011-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-012-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-013-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-014-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-015-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-016-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-019-0000	1	1	PARK	16.065	16.065	16.065	\$5,123.77	\$2,318.66	\$325.32	\$2,643.98
072-2990-020-0000	1	1	PARK	7.650	7.650	7.650	\$2,439.89	\$1,104.12	\$154.91	\$1,259.02
072-2990-024-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-025-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-026-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-027-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-028-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-029-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-030-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-031-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-032-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-033-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-2990-042-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-2990-043-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2990-044-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-045-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-046-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-047-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-050-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-051-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-096-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-097-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-098-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-099-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-106-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-107-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-108-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-109-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-110-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-111-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-2990-176-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-177-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-178-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-179-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-202-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-203-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-204-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-205-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-206-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-207-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-209-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-210-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-211-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-212-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-213-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-214-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-215-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26
072-2990-216-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00			\$194.12	\$32.14	\$226.26

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2990-217-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-220-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-221-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-222-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-223-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-224-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-225-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-226-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-227-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-228-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-229-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-230-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-231-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-232-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-233-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-234-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-235-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-236-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-237-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-238-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-239-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-240-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-241-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-242-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-243-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-244-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-245-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-246-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-247-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-248-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-249-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-250-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-251-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-254-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26

**CITY OF RANCHO CORDOVA
ROAD MAINTENANCE ASSESSMENT DISTRICT
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PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2990-255-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-256-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-257-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-258-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-259-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-260-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-261-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-262-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-263-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-264-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-265-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-266-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-267-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-268-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-269-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-270-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-271-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-272-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-273-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-274-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-275-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-276-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-277-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-278-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-279-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-280-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-281-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-282-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-283-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-284-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-285-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-286-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-287-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-2990-288-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-2990-289-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-290-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-291-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-292-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-293-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-294-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-295-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-296-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-297-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-298-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-299-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-300-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-301-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-302-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-303-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-304-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-305-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-306-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-307-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-308-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-2990-309-0000	1	1	SFR-H	1.000	1.345	1.587		\$442.00		\$194.12	\$32.14	\$226.26
072-3000-001-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-002-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-003-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-004-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-005-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-006-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-007-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-008-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-009-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-010-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-011-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-012-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76
072-3000-013-0000	1	1	SFR-L	1.400	1.883	2.222		\$618.81		\$271.77	\$45.00	\$316.76

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL		ACTUAL		
							MAX	ASMT	STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3000-014-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-015-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-016-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-017-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-018-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-019-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-020-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-021-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-022-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-023-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-024-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-025-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-026-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-027-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-028-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-029-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-030-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-031-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-032-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-033-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-034-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-035-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-036-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-037-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-038-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-039-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-040-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-041-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-042-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-043-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-044-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-045-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-046-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	
072-3000-047-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76	

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	ACTUAL		
								STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3000-048-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-3000-049-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-3000-050-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-3000-051-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-3000-052-0000	1	1	SFR-L	1.400	1.883	2.222	\$618.81	\$271.77	\$45.00	\$316.76
072-3010-001-0000	1	2	COM	200.288	200.288	200.288	56,507.25	28,907.57	\$1,612.32	30,519.88
072-3010-002-0000	1	2	COM	15.646	15.646	15.646	\$4,414.20	\$2,258.19	\$125.95	\$2,384.14
072-3010-003-0000	1	2	COM	18.656	18.656	18.656	\$5,263.42	\$2,692.62	\$150.18	\$2,842.80
072-3010-004-0000	1	2	COM	17.459	17.459	17.459	\$4,925.71	\$2,519.86	\$140.54	\$2,660.40
072-3010-005-0000	1	2	COM	16.174	16.174	16.174	\$4,563.17	\$2,334.39	\$130.20	\$2,464.58
072-3010-006-0000	1	2	COM	13.534	13.534	13.534	\$3,818.35	\$1,953.36	\$108.95	\$2,062.30
072-3010-007-0000	1	2	COM	14.080	14.080	14.080	\$3,972.39	\$2,032.17	\$113.34	\$2,145.50
072-3010-008-0000	1	2	COM	28.864	28.864	28.864	\$8,143.41	\$4,165.94	\$232.36	\$4,398.30
072-3010-009-0000	1	2	COM	26.752	26.752	26.752	\$7,547.54	\$3,861.12	\$215.35	\$4,076.46
072-3010-010-0000	1	2	COM	20.240	20.240	20.240	\$5,710.31	\$2,921.24	\$162.93	\$3,084.16
072-3010-011-0000	1	2	COM	31.680	31.680	31.680	\$8,937.87	\$4,572.37	\$255.02	\$4,827.38
072-3010-012-0000	1	2	COM	27.808	27.808	27.808	\$7,845.47	\$4,013.53	\$223.85	\$4,237.38
072-3010-013-0000	1	2	COM	6.670	6.670	6.670	\$1,881.80	\$962.68	\$53.69	\$1,016.36
072-3050-001-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-002-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-003-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-004-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-005-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-006-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-007-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-008-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-009-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-010-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-011-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-012-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-013-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-014-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-015-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-016-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3050-017-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-018-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-019-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-020-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-021-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-022-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-023-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-024-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-025-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-026-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-027-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-028-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-029-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-030-0000	1	1	SFR-H	1,000	1,345	1,587		\$442.00		\$194.12	\$32.14	\$226.26
072-3050-031-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-032-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-033-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-034-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-035-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-036-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-037-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-038-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-039-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-040-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-041-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-042-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-043-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-044-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-045-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-046-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-047-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-048-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-049-0000	1	1	SFR-M	1,250	1,681	1,984		\$552.45		\$242.62	\$40.18	\$282.80
072-3050-050-0000	1	1	SFR-M	1,250	1,681	1,250		\$512.94		\$242.62	\$25.31	\$267.92

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT	TOTAL	STREET	LIGHT	TOTAL
								ASMT	ASMT	ASMT	ASMT	ASMT
072-3050-051-0000	1	1	SFR-M	1.250	1.681	1.250	\$512.94	\$242.62	\$25.31	\$267.92		
072-3050-052-0000	1	1	SFR-M	1.250	1.681	1.250	\$512.94	\$242.62	\$25.31	\$267.92		
072-3050-053-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-054-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-055-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-056-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-057-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-058-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-059-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-060-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-061-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-062-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-063-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-064-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-065-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-066-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-067-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-068-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-069-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-070-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-071-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-072-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-073-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-074-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-075-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-076-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-077-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-078-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-079-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-080-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-081-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-082-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-083-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		
072-3050-084-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80		

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3050-085-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-086-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-087-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-088-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-089-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-090-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-091-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-092-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-093-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-094-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-095-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-096-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-097-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-098-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-099-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-100-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-101-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-102-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-103-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-104-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45			\$242.62	\$40.18	\$282.80
072-3050-105-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-106-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-107-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-108-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-109-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-110-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-111-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-112-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-113-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-114-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-115-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-116-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-117-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-118-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX	ASMT		STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3050-119-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-120-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-121-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-122-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-123-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-124-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-125-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-126-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-127-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-128-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-129-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-130-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-131-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-132-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-133-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-134-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-135-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-136-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-137-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-138-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-139-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-140-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-141-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-142-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-143-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-144-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-145-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-146-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-147-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-148-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-149-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-150-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-151-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72
072-3050-152-0000	1	1	SFR-M	1.250	1.250	1.250	\$398.68			\$180.41	\$25.31	\$205.72

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL			ACTUAL		
							MAX		ASMT	STREET	LIGHT	TOTAL
									ASMT	ASMT	ASMT	ASMT
072-3050-153-0000	1	1	SFR-M	1.250	1.250	1.250			\$398.68	\$180.41	\$25.31	\$205.72
072-3050-154-0000	1	1	SFR-M	1.250	1.250	1.250			\$398.68	\$180.41	\$25.31	\$205.72
072-3050-155-0000	1	1	SFR-M	1.250	1.250	1.250			\$398.68	\$180.41	\$25.31	\$205.72
072-3050-156-0000	1	1	SFR-M	1.250	1.250	1.250			\$398.68	\$180.41	\$25.31	\$205.72
072-3050-157-0000	1	1	SFR-M	1.250	1.250	1.250			\$398.68	\$180.41	\$25.31	\$205.72
072-3050-158-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-159-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-160-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-161-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-162-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-163-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-164-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-165-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-166-0000	1	1	SFR-L	1.400	1.883	2.222			\$618.81	\$271.77	\$45.00	\$316.76
072-3050-167-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-168-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-169-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-170-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-171-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-172-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-173-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-174-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-175-0000	1	1	SFR-M	1.250	1.681	1.984			\$552.45	\$242.62	\$40.18	\$282.80
072-3050-176-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-177-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-178-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-179-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-180-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-181-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-182-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-183-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-184-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-185-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26
072-3050-186-0000	1	1	SFR-H	1.000	1.345	1.587			\$442.00	\$194.12	\$32.14	\$226.26

PRELIMINARY ASSESSMENT ROLL

APN	ZONE	AREA	LANDUSE	EDU	SBU	LBU	TOTAL MAX ASMT	ACTUAL		
								STREET ASMT	LIGHT ASMT	TOTAL ASMT
072-3050-187-0000	1	1	SFR-H	1.000	1.345	1.587	\$442.00	\$194.12	\$32.14	\$226.26
072-3050-188-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-189-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-190-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-191-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-192-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-193-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-194-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-195-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-196-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-197-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-198-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-199-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-200-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-201-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-202-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-203-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-204-0000	1	1	SFR-M	1.250	1.681	1.984	\$552.45	\$242.62	\$40.18	\$282.80
072-3050-205-0000	1	1	PARK	7.470	7.470	7.470	\$2,382.48	\$1,078.15	\$151.27	\$1,229.42

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **NORTH DOUGLAS DEVELOPMENT AGREEMENT SECOND AMENDMENT;
PROJECT NO. DD8466 – LOCATED AT THE NORTH SIDE OF DOUGLAS
ROAD, EAST OF AMERICANOS BOULEVARD**

PROPERTY OWNER/APPLICANT:

Lennar Homes of California
Mr. Robert Shattuck
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

PROJECT:	Second Amendment to North Douglas Development Agreement and Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement for the North Douglas Project.
FILE:	DD8466
LOCATION:	North side of Douglas Road, East of Americanos Boulevard in the Sunridge Specific Plan
APN:	Multiple
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDATION

Introduce and waive the first reading of Ordinance No. 18-2014 and adopt Resolution No. 81-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 18-2014 will amend certain provisions of the North Douglas Development Agreement, including the term of the Development Agreement, provisions related to park land dedication, timing of improvements, payment of park and other development-related fees and maintenance responsibilities. Adoption of Resolution No. 81-2014 will approve a Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement for the North Douglas subdivision consolidating park development and park credit requirements for the project.

BACKGROUND

Required Permits and Regulatory Basis

Section 23.158 of the Zoning Code establishes the process for adopting and amending a development agreement between the City and the applicant.

The original North Douglas project and its associated development agreement were approved in November 2004. Legal issues regarding the Sunridge EIR, Federal Permitting and the downturn in the economy impacted this project and kept it from moving forward. With the stated issues now resolved, the applicant is preparing to proceed with construction of homes on the North Douglas project.

PROJECT ANALYSIS

Approvals sought by the applicant would update various provisions of the project's Development Agreement, Park Development Agreement and Credit/Reimbursement Agreement. There are no modifications to the project's tentative subdivision map at this time. As proposed, the North Douglas project would satisfy its previously established obligations, with minor revisions to better reflect current circumstances. The two (2) most significant revisions are the extension of the previously approved North Douglas Development Agreement by an additional fifteen (15) years and an increase in the park improvement fee consistent with current City and CRPD expectations.

Summary of Amendments

Proposed amendments to the Development Agreement will change several sections of the original Development Agreement in the following way:

- Amend Section 5 "Project Approvals" of the Recitals to reflect the appropriate date of adoption and subsequent amendments.
- Amend Section 5.2 to extend the term to 2029 (original DA term was 2014).
- Restate and retitle of Section 6.4.1 to establish the dedication of parkland, timing of development standards, and updating the park fees (original DA required an initial development impact fee of \$3,635 per unit and the First Amendment to the DA added a supplemental park fee of \$3,345 per unit which are modified in the Second Amendment to the Landowner constructing the park within the Project turnkey and additionally paying a park fee of \$5,148 for each single-family residential parcel).
- Restate Section 6.4.2 to update the in-fill park renovation fee (the DA requires the payment of a \$918.85 park renovation fee for each residential parcel which will be adjusted annually after January 1, 2015).
- Restate Section 6.4.3 concerning the police tax (this will be an additional service component within the Community Facilities District 2005-1. The previous obligation had been met with Special Police Tax Zone 9. Within ninety (90) days of approval of this Second Amendment, the City Council will rescind City Ordinance No. 40-2004 pertaining to Police Tax Zone 9).
- Amend Development Agreement to add Section 6.4.4 to "Stormwater Utility User Fee District". Landowner agrees that within ninety (90) days of the approval of the Second Amendment, Landowner shall annex the property into a new stormwater utility user fee

district formed by the City for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater and flood protection system.

- Amend Development Agreement to add Section 6.4.5 to "Street Light Maintenance". Landowner agrees that within ninety (90) days of the approval of the Second Amendment, Landowner shall annex the property into Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project's street lighting system.
- Clarify Supplemental Traffic Impact Fee: City and Landowner agree that the amount of the Supplemental Traffic Impact Fee is \$1,715 for each residential lot shown on the final maps for the Property, of which \$865 has already been paid by Landowner. The remaining Supplemental Traffic Impact Fee due at building permit is \$850 for each residential lot.
- Sale of Lot 70 to City: The landowner agrees to provide the City an option to purchase Lot 70 for \$75,000. City will have ninety (90) days of the Effective Date of the Second Amendment to exercise the option to purchase Lot 70 through City's Supplemental Traffic Impact Fee credits in the amount not to exceed \$850.00 per residential lot within the Property until the full purchase price of \$75,000 is fully paid for. Landowner agrees to improve Lot 70, as agreed to by the City and Landowner, and have the cost of the improvements also be paid for by the City through City Supplemental Traffic Impact Fee credits.

Proposed amendments to the North Douglas Park Development Agreement and the North Douglas Credit/Reimbursement Agreement include:

- Consolidating the two (2) previous park related agreements into a single agreement, now titled Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement North Douglas.
- Revising the park improvement fee consistent with current estimates for the cost of improving park facilities.
- Clarifying the obligations and the limits of the Landowner's indemnification of the City and the District.
- Clarifying the Landowner's obligation to construct frontage for park sites.
- The Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement will be an agreement between the Landowner, the District and the City.

ENVIRONMENTAL ANALYSIS

The project has been reviewed and it has been determined to be exempt under Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act Guidelines. The North Douglas project is an approved subdivision within the Sunridge Specific Plan, which is consistent with the City's General Plan. An Environmental Impact Report and Mitigated Negative Declaration were previously prepared. The currently proposed amendments to the Development Agreement will not result in alterations to the project that would result in any new environmental impacts.

ATTACHMENTS

1. Ordinance 18-2014, Approving the Second Amendment to the North Douglas Development Agreement (**Exhibit 1A**).
2. Resolution 81-2014, Approving the Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement (**Exhibit 2A**).
3. 500 foot radius map and mailing list.

2295251.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE SUNRIDGE NORTH DOUGLAS PROJECT**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Recitals.**

A. On November 1, 2004, The City and James D. Weidinger and Christina Weidinger Revocable Trust and the Archel C. and Mary W. Cupp Family Trust (collectively, "**Original Owner**") entered into a Development Agreement establishing certain development rights for real property located in the City of Rancho Cordova, California.

B. In 2002, Sacramento County ("**County**"), certified, as adequate and complete the Final Environmental Impact Report ("**EIR**") for the Sunrise Douglas Community Plan and Sunridge Specific Plan ("**SDCP/SRSP**") and Zoning Ordinance for the Property. The City also approved a Mitigated Negative Declaration ("**MND**") for the North Douglas General Plan Amendment, Specific Plan Amendment for the Rezoning of the Property, and the Tentative Subdivision Map (the "**Project**") on June 21, 2004. Mitigation measures were required in the EIR and the MND and incorporated into the Development Agreement. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2011, the City certified a partially revised EIR for the SDCP/SRSP, however, at that time, the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP. No impacts beyond those previously considered were identified.

C. On March 30, 2005, the Original Owner and U.S. Home/KB North Douglas, LLC entered into an Assignment and Assumption Agreement pursuant to which Original Owner assigned and U.S. Home/KB North Douglas, LLC assumed all the rights, title interest, burdens and obligations of landowner under the Development Agreement with respect to the Property.

D. On April 17, 2006, the City and U.S. Home/KB North Douglas, LLC subsequently entered into a First Amendment to Development Agreement. The First Amendment provided for U.S. Home/KB North Douglas, LLC to pay new development fees and made other minor changes including, but not limited to, provisions related to foundation only building permits, production of homes and lot sales. U.S. Home/KB North Douglas, LLC's agreement to pay the new development fees was in exchange for the City amending certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan. The City prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, dated April 3, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the map conditions amendment as prepared by the City.

E. U.S. Home/KB North Douglas, LLC and MS RIALTO NORTH DOUGLAS CA, LLC ("**Developer**") entered into an Assignment and Assumption Agreement pursuant to which U.S. Home/KB North Douglas, LLC assigned and Developer assumed all the rights, title interest,

ATTACHMENT 1

burdens and obligations of landowner under the Development Agreement, as amended, with respect to the Property.

I. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Agreement again to extend the term of the amended Development Agreement, modify the park development obligation including park impact fees, Developer's requirements to annex into maintenance districts, Developer's requirement to sell a lot to the City, and other minor clarifications, all as more fully set forth below in this Second Amendment. ("**Second Amendment.**")

J. On July 7, 2014, 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. Following the public hearing, the Developer is required to pay all costs associated with processing the Second Amendment and to maintain a minimum \$5,000 deposit with the City for Development Agreement compliance review as the project builds out.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the SDCP/SRSP EIR; and (d) the Sunridge North Douglas MND, the City Council finds and determines that:

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

B. The Second Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

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

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

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

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

ATTACHMENT 1**Section 3: Approval of Second Amendment to Development Agreement.**

The City Council hereby approves the Second Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit 1A, in a form approved by the City Attorney**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4: Recordation

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

Section 5: Severability.

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

Section 6: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2014 by the following vote:

AYES:**NOES:****ABSENT:****ABSTAIN:**

 Dan Skoglund, Mayor
ATTEST:

 Mindy Cuppy, CMC, City Clerk

2295258.1

EXHIBIT 1A**OFFICIAL BUSINESS**

Document entitled to free recording
Government Code §6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO NORTH DOUGLAS
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND
MS RIALTO NORTH DOUGLAS CA, LLC**

EXHIBIT 1A

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO NORTH DOUGLAS
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND MS RIALTO NORTH DOUGLAS CA, LLC**

This Second Amendment to the Development Agreement ("**Second Amendment**"), is entered into on _____, 2014, by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("**City**"), and MS RIALTO NORTH DOUGLAS CA, LLC, a Delaware limited liability company ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "**Parties**," and singularly as a "**Party**."

RECITALS

A. The City and James D. Weidinger and Christina Weidinger Revocable Trust and the Archel C. and Mary W. Cupp Family Trust (collectively, "**Original Owner**") entered into a Development Agreement dated November 1, 2004 and recorded on March 11, 2005, in the Official Records of Sacramento County at Book 2005031, Page 0130 (the "**Agreement**" or "**Development Agreement**") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "**Property**").

B. In 2002, Sacramento County ("**County**"), certified, as adequate and complete the Final Environmental Impact Report ("**EIR**") for the Sunrise Douglas Community Plan and Sunridge Specific Plan ("**SDCP/SRSP**") and Zoning Ordinance for the Property. The City also approved a Mitigated Negative Declaration ("**MND**") for the North Douglas General Plan Amendment, Specific Plan Amendment for the Rezoning of the Property, and the Tentative Subdivision Map (the "**Project**") on June 21, 2004. Mitigation measures were required in the EIR and the MND and incorporated into the Development Agreement. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2011, the City certified a partially revised EIR for the SDCP/SRSP, however, at that time, the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP. No impacts beyond those previously considered were identified.

C. Original Owner and U.S. Home/KB North Douglas, LLC entered into an Assignment and Assumption Agreement dated March 2, 2005, and recorded on March 30, 2005, in the Office of the Sacramento County Recorder in Book 20050330, Page 2017, pursuant to which Original Owner assigned and U.S. Home/KB North Douglas, LLC assumed all the rights, title interest, burdens and obligations of landowner under the Development Agreement with respect to the Property.

D. The City and U.S. Home/KB North Douglas, LLC subsequently entered into a First Amendment to Development Agreement dated April 17, 2006 and recorded on September 15, 2006, in the Official Records of Sacramento County at Book 20060915, Page 1203 (the "**First Amendment**"). The First Amendment provided for U.S. Home/KB North Douglas, LLC to pay new development fees and made other minor changes including, but not limited to, provisions related to foundation only building permits, production of homes and lot sales. U.S. Home/KB North Douglas, LLC's agreement

EXHIBIT 1A

to pay the new development fees was in exchange for the City amending certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan. The City prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, dated April 3, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the map conditions amendment as prepared by the City.

E. U.S. Home/KB North Douglas, LLC and Landowner entered into an Assignment and Assumption Agreement dated January 29, 2009, and recorded on February 17, 2009, in the Office of the Sacramento County Recorder (Recorder's Serial No. 2009935), pursuant to which U.S. Home/KB North Douglas, LLC assigned and Landowner assumed all the rights, title interest, burdens and obligations of landowner under the Development Agreement, as amended, with respect to the Property.

F. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Agreement again to extend the term of the amended Development Agreement, modify the park development obligation including park impact fees, Landowner's requirements to annex into maintenance districts, Landowner's requirement to sell a lot to the City, and other minor clarification, all as more fully set forth below in this Second Amendment.

G. This Second Amendment amends certain provisions of the amended Development Agreement applicable to the entire Property and was adopted by City Ordinance No. [REDACTED]-2014 on [REDACTED], 2014.

H. The City finds that this Second Amendment is in furtherance of the previously granted Project approvals and is covered by the existing Sunridge Specific Plan EIR, Addendum, and MND.

AGREEMENT

1. Incorporation of Recitals. Recitals A through H are hereby incorporated herein, including the documents referred to in the Recitals.

2. Project Name. City and Landowner agree to change the name of the project covered by the Development Agreement from "North Douglas I and II" to "North Douglas." This change is reflected in the title of this Second Amendment.

3. Amendment of Section 5 of the Recitals concerning "Project Approvals." City and Landowner agree that Section 5 of the Recitals of the Agreement is hereby amended to add the following Project Approval:

"The Development Agreement adopted on November 24, 2004 by City Ordinance No. 54-2006, as amended on April 17, 2006 by City Ordinance No. 15-2006, adopting the First Amendment to Development Agreement, and as amended on [REDACTED], 2014, by City Ordinance No. [REDACTED]-2014, adopting this Second Amendment to the Development Agreement."

EXHIBIT 1A

4. Restatement of Section 5.2 concerning the “Term.” City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“5.2. Term. Upon the execution of the Second Amendment, the term of this Agreement shall commence on the Effective Date and extend to [REDACTED], 2029, which date is a period of fifteen (15) years from the effective date of City Ordinance No. [REDACTED]-2014 approving the Second Amendment, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

5. Restatement and retitling of Section 6.4.1 of the Development Agreement as amended by the First Amendment concerning the “New Park Development Fees.” City and Landowner agree that this Section relating to the payment of fees for park improvements and Section 11 below relating to the payment of fees for roadway improvements includes, supersedes and replaces the Landowner’s obligation to pay the New Development Fee described in Sections 2 and 5 of the First Amendment. City and Landowner agree that Section 6.4.1 of the Agreement, as amended in its entirety by the First Amendment, is hereby amended to read as follows:

“6.4.1 New Park Development Obligation.

(i) Dedication of Park Land

City and Landowner acknowledge and agree that Landowner’s obligation to dedicate land for new parks and open space has been satisfied by Landowner’s irrevocable offer of dedication to the Cordova Recreation and Park District (the **“Park District”**) of certain land within the Project, set forth more specifically in Exhibit 1 to the Second Amendment, for a neighborhood park (**“Neighborhood Park”**) and payment of additional in-lieu land dedication fees.

(ii) Park Land Improvement

The Landowner agrees to construct certain improvements to the Neighborhood Park (the **“Neighborhood Park Improvements”**). Landowner’s obligation to construct the Neighborhood Park Improvements requires Landowner to design, construct and install certain park facility improvements including street frontage improvements (i.e., “turnkey park”) consistent with and subject to the terms of that certain Amended and Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement between the Landowner, the City and the Park District, dated [REDACTED], 2014 (the **“Park Development and Credit Agreement”**). City acknowledges that, except for the sidewalks to be installed as part of the Neighborhood Park Improvements, the required street frontage improvements have been completed consistent with applicable City standards.

EXHIBIT 1A

(iii) Timing of Park Land Improvement

The Parties agree that the timing and complete construction of the Neighborhood Park Improvements in Exhibit 1 of the Second Amendment is a critical issue.

The timing of the construction of the Neighborhood Park Improvements shall comply with the requirements of the Second Amendment. In addition to the general authority under the First Amendment, the City has the specific authority to withhold building permits if construction of the Neighborhood Park is not in full compliance with the requirements of this Second Amendment or the Park Development and Credit Agreement.

Unless the City, in its sole discretion, authorizes Landowner to defer the timing for completion of construction under the Park Development and Credit Agreement due to coordination and/or funding issues involving the Park District or due to other factors beyond Developer's reasonable control, Landowner will complete and make all the Neighborhood Park Improvements required by the Park Development and Credit Agreement, open and fully operational prior to the issuance by the City of the 332nd residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 50% of the approximately 663 residential building permits anticipated to be issued for the Project). Any such deferral by the City shall not require an amendment to this Agreement.

(iv) Park Fees and Credits

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Park District and the City to design, construct and install other park improvements and community open space (the "**Park Development Impact Fee**"). The Park Development Impact Fee will be paid prior to the issuance of each residential building permit within the Project. Based on the initial fee credit amount of Three Thousand Six Hundred Thirty Five Dollars (\$3,635) per-unit under the Park Development and Credit Agreement in consideration of Landowner's covenant to turnkey the Neighborhood Park Improvements, the Park Development Impact Fee, including the administrative component thereof calculated on the full amount of the Impact Fee, will initially be Five Thousand One Hundred Forty-Eight Dollars (\$5,148) for each single-family residential parcel or residential parcel equivalent.

The City agrees that payment of the Park Development Impact Fee under this Section shall satisfy the Landowner's parks and open space development fee financing obligations for the Property, pursuant to Condition of Approval/Mitigation Monitoring Reporting Program ("**MMRP**") (i.e., Number 20 of Exhibit B to Resolution No. 84-2004). This payment is made voluntarily by the Landowner.

EXHIBIT 1A

The Park Development Impact Fee is in addition to any dedication obligations or in lieu of fee obligations of Landowner pursuant to California Government Code section 66477 (the “**Quimby Act**”). Landowner agrees that it shall not claim any credit or right to reimbursement of any fees, or dedication obligations, required of Landowner under the Quimby Act. City acknowledges that, pursuant to the Park Development and Credit Agreement, Landowner has fully satisfied its parkland and open space dedication requirements and shall have no obligation to pay any Quimby Act fee or other such in-lieu land dedication fee to the City or the Park District.

The Park Development Impact Fee of Five Thousand One Hundred Forty-Eight Dollars (\$5,148) payable hereunder shall be adjusted on January 1, 2015 and annually thereafter no later than January 15th by the method provided in City Ordinance No. 05-2014 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 most recent October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the Park Development Impact Fee in place prior to the annual adjustment.

If and when the City adopts the Citywide Park Improvement Fee, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this Second Amendment.”

6. Restatement of Section 6.4.2 concerning the In-fill Park Renovation Fees. City and Landowner agree that Section 6.4.2 of the Agreement, “Existing Park Renovation Fees,” is hereby retitled to “In-Fill Renovation and Acquisition Fee,” and amended to read as follows:

“6.4.2 In-fill Park Renovation and Acquisition Fee. The Landowner agrees that it shall pay City the total sum of Nine Hundred Eighteen Dollars and Eighty-Five Cents (\$918.85) for each residential parcel shown on the final maps for the Property (the “**Park Renovation Fee**”). Beginning January 1, 2015, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion, to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the

EXHIBIT 1A

Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the **Quimby Act**. Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees as a result of paying the existing Park Renovation Fee required under this Section. The City agrees that compliance with the terms of this Section will satisfy the Landowner's obligation under Condition of Approval/MMRP Number 20 to pay a Park Renovation Fee per residential parcel. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted or eliminated to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism."

7. Violation of Park Development and Credit Agreement. Landowner agrees that the City will be a party to the Park Development and Credit Agreement. Landowner agrees that any violation of the Park Development and Credit Agreement by Landowner may be enforced by the City as a violation of this Second Amendment.

8. Restatement of Section 6.4.3 concerning the Police Tax. City and Landowner agree that Section 6.4.3 of the Agreement, "Police Tax," is hereby amended to read as follows:

"6.4.3 Police Tax. Landowner and City agree that the Property shall be subject to a Police Tax. This obligation has been met through the addition of a Service component within Community Facilities District 2005-1 (CFD 2005-1). Prior to the inclusion of the Police Tax in CFD 2005-1, the obligation had been met with the formation of Special Police Tax Zone 9. Within ninety (90) days of approval of this Second Amendment, the City Council will rescind City Ordinance No. 40-2004 pertaining to Police Tax Zone 9.

A vote by Landowner to repeal or amend the special tax shall constitute an event of default under this Agreement, and in addition to all other remedies, Landowner shall be obligated to pay under this Agreement, the difference between the amount of the tax before the vote to repeal or amend the tax, and the amount of the proposed special tax."

9. Amendment of Section 6.4, "Additional Conditions," adding a Section concerning the Project's Stormwater Drainage System Maintenance Responsibilities. City and Landowner agree that Section 6.4, "Additional Conditions," is hereby amended to add Section 6.4.4, "Stormwater Drainage Maintenance District," to read as follows:

"6.4.4 Stormwater Utility User Fee District. City and Landowner agree and acknowledge that the Project's stormwater drainage and flood protection system will need ongoing maintenance following its installation. Landowner agrees that within ninety (90) days of the approval of the Second Amendment, Landowner shall annex the property into a new stormwater utility user fee district formed by the City for the

EXHIBIT 1A

purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater and flood protection system."

10. Amendment of Section 6.4, "Additional Conditions," adding a Section concerning the Project's Street Light Maintenance Responsibilities. City and Landowner agree that Section 6.4, "Additional Conditions," is hereby amended to add Section 6.4.5, "Street Light Maintenance," to read as follows:

"6.4.5 Street Light Maintenance. City and Landowner agree and acknowledge that the Project's street lighting system will need ongoing maintenance following its installation. Landowner agrees that within ninety (90) days of the approval of the Second Amendment, Landowner shall annex the property into Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project's street lighting system. The annual cost for street light maintenance shall be based on a FY 13/14 rate Thirty-Eight Dollars (\$38) per SFD and shall be increased by the annual inflation factor specified by the district. "

11. Supplemental Traffic Impact Fee. City and Landowner agree that Landowner's obligation to pay the portion of the New Development Fee under Sections 2 and 5 of the First Amendment related to roadway improvements (the "**Supplemental Traffic Impact Fee**") is superseded and replaced by this Section 11. City and Landowner agree that the amount of the Supplemental Traffic Impact Fee is One Thousand Seven Hundred Fifteen Dollars (\$1,715) for each residential lot shown on the final maps for the Property. City acknowledges that Landowner has already paid Eight Hundred Sixty-Five Dollars (\$865) of the Supplemental Traffic Impact Fee as previously required under Section 2 of the First Amendment. Landowner is still obligated to and shall pay an additional amount of Eight Hundred and Fifty Dollars (\$850) at the time of the issuance of a building permit for each residential unit, representing the balance of the Supplemental Traffic Impact Fee. The revenues from the Supplemental Traffic Impact Fee shall be used by the City to fund certain roadway improvements.

12. Sale of Lot 70 to City. Landowner agrees to provide the City an option to purchase Lot 70, as shown in **Exhibit 2** to this Second Amendment, for Seventy Five Thousand Dollars (\$75,000). City will have ninety (90) days of the Effective Date of this Second Amendment to exercise the option to purchase Lot 70. Landowner agrees to receive payment for Lot 70 through City's Supplemental Traffic Impact Fee credits in the amount not to exceed Eight Hundred and Fifty Dollars (\$850.00) per residential lot within the Property until the purchase price of Seventy Five Thousand Dollars (\$75,000) is fully paid off. Landowner agrees to improve Lot 70, as agreed to by the City and Landowner, and have the cost of the improvements also be paid for by the City through City Supplemental Traffic Impact Fee credits.

13. Repeal of Requirement for Use of Recycled Water. Pursuant to the City Council's adoption of Resolution No. 9-2014 on February 18, 2014, the Project shall not be required to install a dual plumbed recycled water system, commonly referred to as "purple pipe." The Landowner shall be entitled to amend its improvement plans to remove any and all such requirements.

EXHIBIT 1A

14. Exhibits. The map of the Neighborhood Park attached hereto as Exhibit 1 shall be deemed a part of this Second Amendment and incorporated hereby.

15. Notices. Section 27, "Notices," of the Agreement is amended to replace the Landowner's name and address to read as follows:

MS Rialto North Douglas CA, LLC
c/o Lennar Communities
Attn: Larry Gualco
1420 Rocky Ridge Dr., Ste 320
Roseville, CA 95661
Facsimile: (916) 783-3914

16. Form of Agreement. The last sentence of Section 28 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the Parties is hereby deleted.

17. Definition of Terms. All capitalized terms used in this Second Amendment shall have the same definition as provided in the Agreement and First Amendment, except where a different definition has been supplied in this Second Amendment.

18. All Other Terms Remain in Force. Except as amended by Sections 1 through 17 above, all terms and conditions of the Agreement, First Amendment and Second Amendment remain in full force and effect.

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

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

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

22. Effective Date. This Second Amendment shall become effective upon (i) the full execution of the Park Development and Credit Agreement between the City, Park District and Landowner, and (ii) the full execution of this Second Amendment by the City and Landowner, and (ii) the ordinance adopting this Second Amendment becoming effective.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under

EXHIBIT 1A

the authority of Ordinance No. ____-2014, adopted by the Council of City on _____, 2014, and Landowner has caused this Second Amendment to be executed.

CITY:

CITY OF RANCHO CORDOVA, a
California municipal corporation

By: _____

Name: Joe Chinn

Title: Interim City Manager

Date: _____, 2014

ATTEST:

By: _____

Mindy Cuppy, City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

Adam U. Lindgren

LANDOWNER:

MS RIALTO NORTH DOUGLAS CA, LLC,
a Delaware limited liability company

By: MS RIALTO RESIDENTIAL HOLDINGS, LLC,

a Delaware limited liability company,

its member

By: MSR HOLDING COMPANY, LLC,

a Delaware limited liability company,

its member

By: LENNAR HOMES OF CALIFORNIA,

a California corporation,

its California manager

By: _____

Name: _____

Its: _____

[Attach Certificate of Acknowledgment – Civil Code § 1189]

EXHIBIT 1

Parkland Dedication

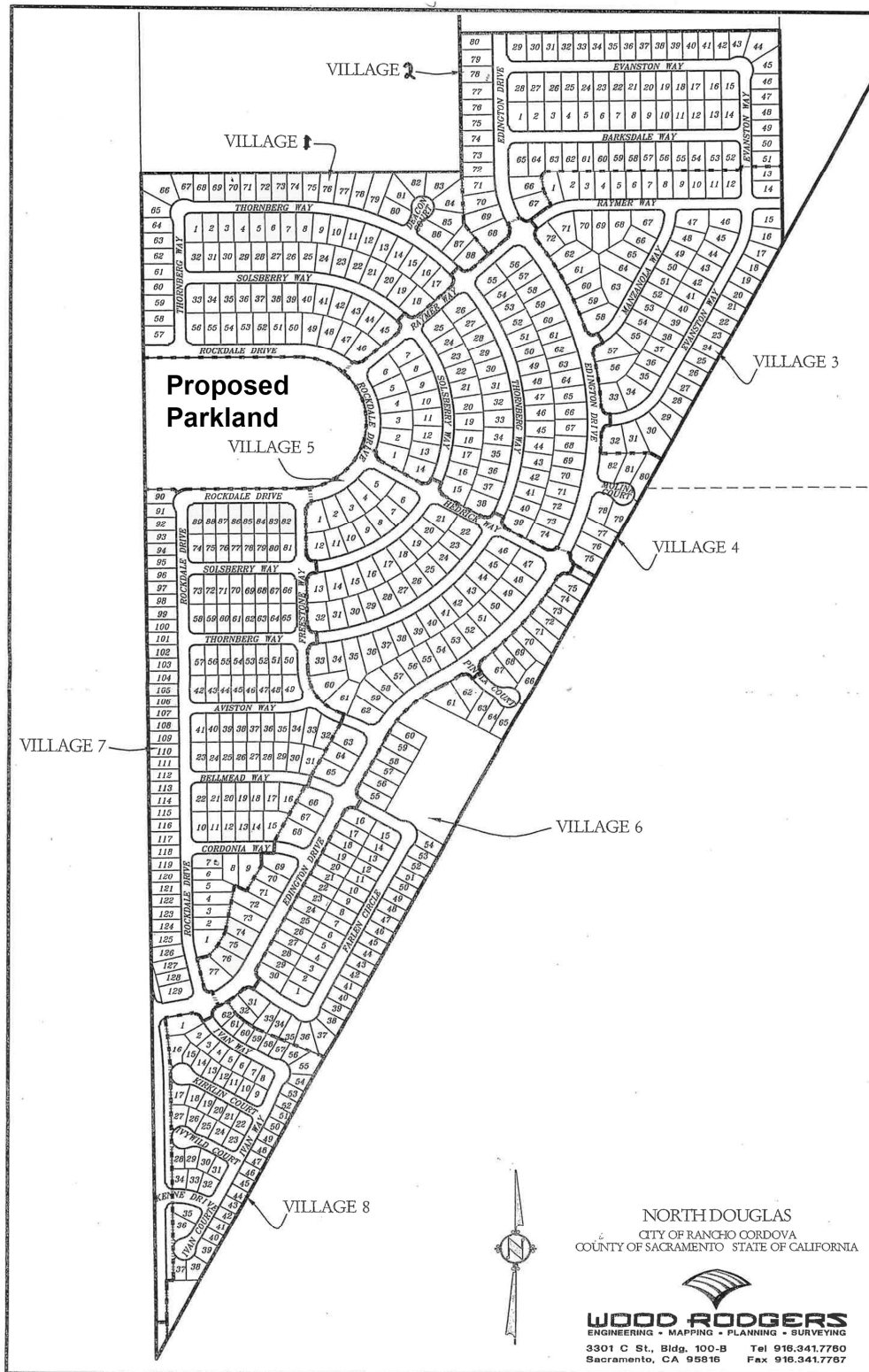
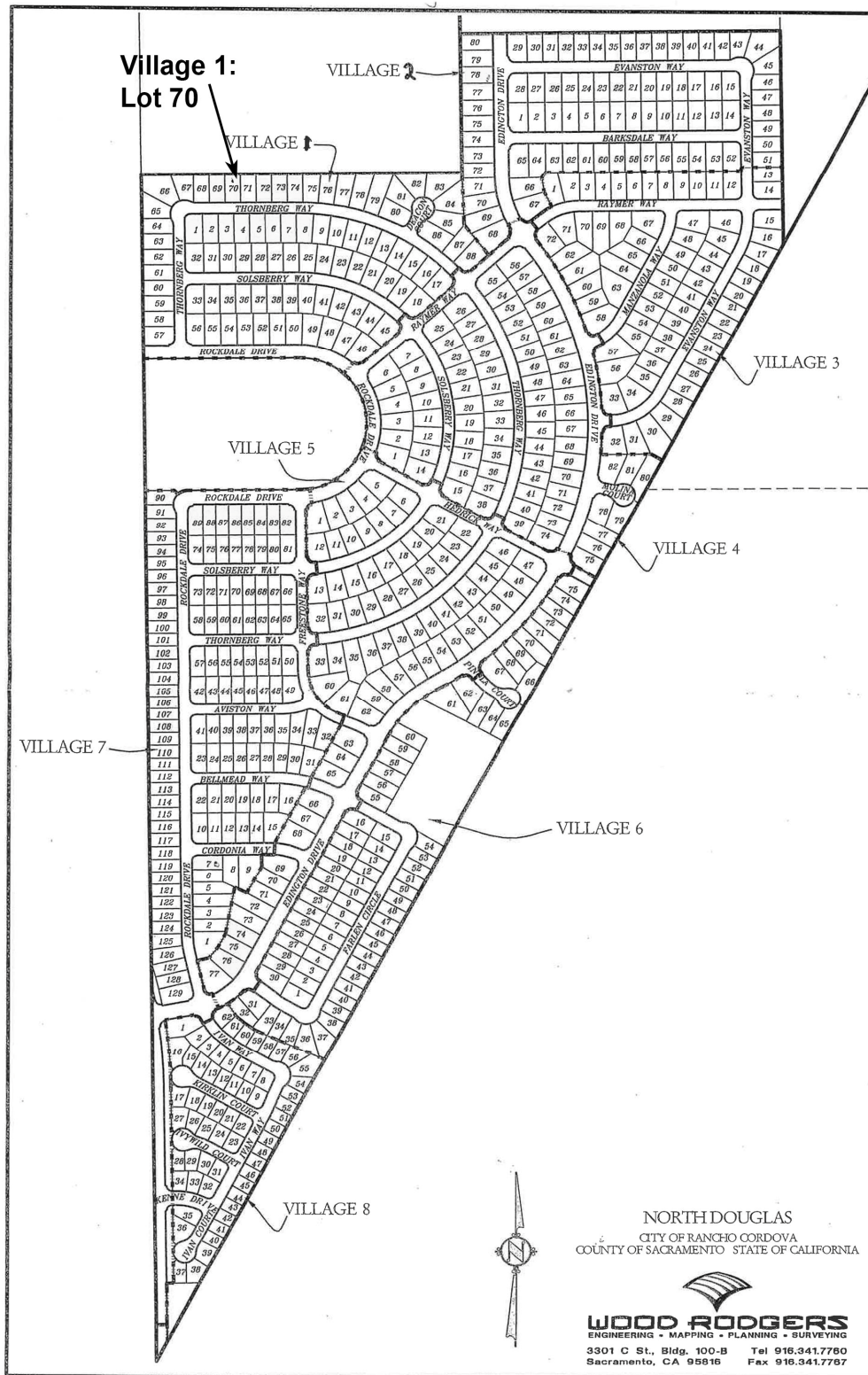


Exhibit 2

Lot 70



STATE OF CALIFORNIA)
) ss.
 COUNTY OF SACRAMENTO)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SACRAMENTO)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

2273876.10

ATTACHMENT 2**CITY OF RANCHO CORDOVA****RESOLUTION NO. 81-2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 APPROVING THE AMENDED, RESTATED AND CONSOLIDATED PARK DEVELOPMENT
 AND DEVELOPMENT IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT SUNRIDGE
 NORTH DOUGLAS PROJECT**

WHEREAS, on June 21, 2004, the Developer's predecessor-in-interest, U.S. HOME/KB NORTH DOUGLAS, LLC (the "Original Developer"), obtained approval from the City for a general plan amendment, rezone and tentative subdivision map for a residential project known as North Douglas (the "Project"); and

WHEREAS, a condition of that approval for the general plan amendment, rezone, and tentative subdivision map for the Project required the Original Developer to enter into a Park Development Agreement (the "Original Park Agreement") with the Cordova Recreation and Park District (the "District"). Pursuant to the Agreement dated April 24, 2006, the Original Developer agreed to dedicate certain real property for park and recreational purposes, and landscape corridors adjacent to certain roadways, and improve certain sites for park and recreation purposes and pay certain park land dedication and improvement fees. The District agreed to accept such sites and use such funds to provide park and recreation facilities to the Project; and

WHEREAS, on November 20, 2006 the District, the Original Developer and the City entered into the City of Rancho Cordova Sunrise Douglas Community Plan Development Impact Fee Program Credit/Reimbursement Agreement (the "Original City Fee Credit Agreement"). Pursuant to the Original City Fee Credit Agreement, the Original Developer affirmed its obligation to construct park improvements consistent with the Park Development Agreement and the City and District agreed that, in consideration of such construction, the Original Developer would be entitled to receive certain credits against and reimbursements from the park improvement fee then being levied and collected by the City; and

WHEREAS, the current owner of the Project, MS RIALTO NORTH DOUGLAS CA, LLC ("Developer") has succeeded to and assumed all rights and obligations of the Original Developer under the Original Park Agreement and the Original City Fee Credit Agreement (collectively "Original Agreements"); and

WHEREAS, many of the obligations established under the Original Agreements have been completed, the Developer and the District desire to update the park fee and amend the terms and provisions relating to the provisions of fee credits and reimbursements under the Original Agreements. The purpose of this Restated Agreement is to acknowledge the completion of the obligations that have been satisfied under the Original Agreements, update and amend, as appropriate, the remaining park obligations applicable to the Project pursuant to the Original Park Improvement and Fee Credit Agreements, and consolidate the remaining terms and provisions of the Original Agreements into a single, complete agreement of the

ATTACHMENT 2

parties related to the construction and financing of the park improvements and facilities for the Project; and

WHEREAS, the project site was adequately analyzed in accordance with the California Environmental Quality Act (CEQA) Guidelines and found to be exempt under Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). The North Douglas project is an approved subdivision within the Sunridge Specific Plan, which is consistent with the City's General Plan. An Environmental Impact Report and Mitigated Negative Declaration were previously prepared. The currently proposed amendments to the Development Agreement will not result in alterations to the project that would result in any new environmental impacts.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves and authorizes the City Manager to execute the Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement for the North Douglas Project, attached hereto as **Exhibit 2A**, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2295254.1

EXHIBIT 2A

**AMENDED, RESTATED AND CONSOLIDATED
PARK DEVELOPMENT AND DEVELOPMENT IMPACT FEE
CREDIT/REIMBURSEMENT AGREEMENT
NORTH DOUGLAS**

This Amended, Restated and Consolidated Park Development and Development Impact Fee Credit/Reimbursement Agreement (this **"Agreement"**) is made and entered into this _____ day of _____, 2014, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation (hereinafter referred to as **"City"**), **CORDOVA RECREATION AND PARK DISTRICT**, a political subdivision of the State of California (hereinafter referred to as **"District"**), and **MS RIALTO NORTH DOUGLAS CA, LLC**, a Delaware limited liability company (hereinafter referred to as **"Developer"**), with reference to the following:

(i) Developer's predecessor-in-interest, U.S. HOME/KB NORTH DOUGLAS, LLC (the **"Original Developer"**), obtained approval from the City for a general plan amendment, rezone and tentative subdivision map for a residential project known as North Douglas (the **"Project"**); and

(ii) The City, as a condition of its approval of the general plan amendment, rezone, and tentative subdivision map for the Project, required the Original Developer to enter into that certain Park Development Agreement North Douglas, dated April 24, 2006, with the District (the **"Park Development Agreement"** or **"Original Park Agreement"**). Pursuant to the Park Development Agreement, the Original Developer agreed to dedicate certain real property for park and recreational purposes, and landscape corridors adjacent to certain roadways, and improve certain sites for park and recreation purposes and pay certain park land dedication and improvement fees. The District agreed to accept such sites and use such funds to provide park and recreation facilities to the Project; and

(iii) After entering the Park Development Agreement, the District, Original Developer and the City entered into that certain City of Rancho Cordova Sunrise Community Plan Development Impact Fee Program Credit/Reimbursement Agreement, dated as of November 20, 2006 (the **"Original City Fee Credit Agreement"**). Pursuant to the Original City Fee Credit/Reimbursement Agreement, the Original Developer affirmed its covenant to construct the park improvements for the park site under the Park Development Agreement and the City and District agreed that, in consideration of such construction, the Original Developer would be entitled to receive certain credits against and reimbursements from the park improvement fee then being levied and collected by the City to finance the construction of such neighborhood park improvements; and

(iv) Developer, as the current owner of the Project, has succeeded to and assumed all rights and obligations of the Original Developer under the Original Park Agreement and the Original City Fee Credit Agreement (collectively, the **"Original Park Improvement and Fee Credit Agreements"**); and

(v) The Developer and the District have completed many of their respective obligations under the Original Park Agreement and the parties desire to update the park fee and amend the terms and provisions relating to the provisions of fee credits and reimbursement under the Original Park Improvement and Fee Agreements. The purpose of this Restated Agreement is to acknowledge the completion of the obligations that have been satisfied under the Original Park Development Agreement, update and amend, as appropriate, the remaining park improvement and fee payment, credit and reimbursement obligations applicable to the

EXHIBIT 2A

Project pursuant to the Original Park Improvement and Fee Credit Agreements, and consolidate the remaining terms and provisions of the Original Park Improvement and Fee Credit Agreements into a single, complete agreement of the parties related to the construction and financing of the park improvements and facilities for the Project.

NOW, THEREFORE, the parties hereto, in consideration for the performance of the covenants and conditions under the Original Park Improvement and Fee Credit Agreements and the terms and covenants hereinafter set forth, agree to amend, restate and consolidate the Original Park Agreement and the Original City Fee Credit Agreement as follows:

Section I Title to Park Sites and Quimby Credits.

1. District acknowledges that Developer irrevocably offered to dedicate to the District that certain park site (the **"Park Site"**) depicted on **Exhibit "1"** attached hereto and made a part hereof. The parties hereto acknowledge that the Park Site shall also serve as a detention basin as is more particularly depicted on **Exhibit "3"** attached hereto and made a part hereof (the **"Detention Basin"**). Upon acceptance in writing by District of the completion of construction of the park improvements described herein, District shall accept the offer of dedication as to the Park Site and Developer shall convey title to the Park Site by grant deed (the **"Grant Deed"**) and take all actions necessary to convey to District good and marketable title to the Park Site. Prior to acceptance of the offer of dedication, Developer agrees to provide District with a Preliminary Title Report indicating, to the satisfaction of the District, that Developer has unencumbered title to the Park Site and that the Park Site is free of all liens, easements, and encumbrances, except those easements required by conditions of approval for the Project, unless exceptions appearing in the Preliminary Title Report are otherwise approved in writing by District and evidenced by a policy of title insurance in favor of District in an amount equal to the market value of the Park Site. The cost of such title insurance policy shall be paid by Developer. Any accrued and unpaid real property taxes, special taxes or assessments shall be paid by Developer through the date of execution and conveyance of title to District.

2. In addition to the dedication of the Park Site, District acknowledges that Developer has paid the required Quimby Act Fees of One Million Twenty One Thousand Six Hundred Thirty One Dollars and Ninety Four Cents (\$1,021,631.94) in connection with the development of the Project. District further acknowledges that such payment, together with the dedication of the Park Site described above, satisfies in full all park land and open space dedication requirements associated with development of approximately 663 single family units approved for the Project.

Section II Street Frontage Improvements & Construction Schedule.

3. District and City acknowledge that Developer has caused the improvement plans and specifications for street frontage and utilities installation (the **"Street Frontage Improvements"**) to be completed, including:

3.1 All necessary street frontage improvements abutting the Park Site, including but not limited to all utilities, vertical curb, paving, gutter and sidewalk.

3.2 Appropriate utility stubs into the Park Site including, but not limited to, water, sewer, electrical and gas at locations and capacities specified by District.

3.3 Rough grading of the Park Site to a uniform elevation pursuant to a grading plan approved by District.

EXHIBIT 2A

3.4 Drainage facilities to the boundary of the Park Site of an adequate size to provide the storm drainage needs of the developed Park Site.

Based on the District's approval of such improvement plans and specifications for the Street Frontage Improvements, except for the sidewalks to be completed by Developer, Developer installed all the other Street Frontage Improvements and the District hereby confirms that such Street Frontage Improvements have been completed in accordance with such approved plans and specifications. Developer, City and District acknowledge that sidewalks adjacent to the Park Site shall be installed by Developer with and as part of the Street Frontage Improvements at the same time as Developer constructs the Park Improvements hereunder.

Section III Construction of Park Improvements & Schedule.

4. Subject to (i) the limitations on Developer's obligations set forth in Paragraphs 6 and 9 below, and (ii) Developer's right to reimbursement as provided in Paragraph 14 hereof, Developer shall be responsible for funding all the costs for the design, engineering, fees, permitting, construction, project mitigation and project management of the park improvements to the Park Site, including without limitation, Detention Basin landscaping within the Park Site, all as approved or required by the District (the "**Park Improvements**"), provided that the cost of the Park Improvements to be funded by Developer shall not exceed Two Million Two Hundred Nine Thousand Seven Hundred Twenty Four Dollars (\$2,209,724.00) (the "**Park Improvement Budget**") unless any costs in excess thereof are specifically authorized and reimbursed by the District as provided in Paragraph 14 hereof. The Park Improvement Budget does not include the costs of the Street Frontage Improvements, but includes the costs of the Detention Basin landscaping. Until Developer commences construction of the Park Improvements pursuant to Paragraph 5 below, the amount of the Park Improvement Budget to be funded by Developer hereunder shall be adjusted annually at the same cost-of-living adjustment rate as and when applied by the City to the Park Development Fee.

5. Subject to the City's deferral of the time for completion of construction of the Park Improvements pursuant to Paragraph 6 below, Developer will complete and make all the Park Improvements required hereunder open and fully operational prior to the issuance by the City of the 332nd residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 50% of the approximately 663 residential building permits anticipated to be issued for the Project). Upon submission by Developer to the District of draft improvement plans and specifications for the proposed Park Improvements, the District shall work cooperatively with the Developer to provide timely review, input and comments thereon for Developer to provide plans and specifications acceptable to the District within a reasonable period of time of such submission. Upon request of the Developer, the District will meet and confer with the Developer in advance of any submission to review the proposed scope and parameters of the proposed Park Improvements to be constructed within the Park Improvement Budget and/or to consider any additions thereto that the District may desire to fund in excess of the Park Improvement Budget. Developer shall provide the City with a copy of its initial submission of Park Improvement plans to the Park District and also with a copy of the final plans and specifications approved by the District for the Park Improvements (the "**Approved Park Improvement Plans**"). Prior to commencement of construction of the Park Improvements, Developer shall deliver to the District a copy of its signed construction contract and performance, labor and material bonds all approved by District in writing for the construction of the Park Improvements consistent with the Approved Park Improvement Plans.

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6. Should Developer be unable to meet the requirements of Paragraph 5 due to the failure of the District to timely approve plans, to timely revise and re-engineer the scope of the Park Improvements so that the costs thereof are within the Park Improvement Budget, to timely commit to funding any and all Park Improvement costs in excess of the Park Improvement Budget, to timely accept and open the Park Improvements after completion thereof by Developer, or for any other reason beyond the reasonable control of Developer, the City may, in its sole discretion, elect to continue to issue building permits and Certificates of Occupancy for residential units within the Project until the foregoing conditions to Developer's construction obligations are either satisfied by the District or otherwise within the Developer's reasonable control to complete. In any such case, District shall not object to the City's election to continue issuance of building permits and Certificates of Occupancy within the Project.

7. Developer understands and acknowledges that the terms and conditions contained in any contract that Developer has or may execute with any contractors or material suppliers regarding the design or construction of the Park Improvements have no force or effect upon this Restated Agreement.

Section IV Funding For Park Improvements.

8. The parties acknowledge that the District has updated its existing park development fee (the "**Park Development Fee**") to fund all of the cost of the Park Improvements and a share of the costs of offsite parks, community recreation/community center facilities, and other improvements. As of January 1, 2014, but subject to allowed annual cost-of-living adjustments, the Park Development Fee applicable to the Project shall be Eight Thousand Seven Hundred Eighty-Three Dollars (\$8,783.00) per single family dwelling unit, as described in the Second Amendment. Except for such Park Development Fee and the additional Park Renovation Fee to be paid by Developer to the City pursuant to the Second Amendment to Development Agreement Relative to the Project between the Developer and the City, no other park shortfall fees, or supplemental park fees, or park/open space improvement fees shall be assessed against or payable by the Project.

9. In the event the costs to fund the design, engineering, fees, and construction of the Park Improvements exceeds the amount of the Park Improvement Budget, it shall be the District's obligation to notify Developer in writing of its intention either (i) to revise and redesign the scope of the Park Improvements so that the cost of funding the design, engineering, fees, and construction of such revised Park Improvements shall not exceed the Park Improvement Budget, or (ii) provide its own funding for any shortfall between the cost of funding the design, engineering, fees and construction of the Park Improvements and the Park Improvement Budget.

10. If Developer plans to use Mello Roos proceeds from a bond issuance to fund the Park Improvements, the District agrees to enter into an appropriate Joint Facilities Agreement to enable such funding.

Section V Credits For Park Improvements.

11. Pursuant to the Original Park Development Agreement, Developer committed to complete the Street Frontage Improvements with the expectation that Developer would receive credits against the Park Development Fee for the costs of such construction. In consideration thereof and Developer's construction and commitment hereunder to complete the Street Frontage Improvements, in addition to the fee credits to be provided in connection with

EXHIBIT 2A

Developer's construction of the Park Improvements, Developer shall be entitled to credits against the Park Development Fee in the amount of Two Hundred Thousand Dollars (\$200,000.00), representing approximately half of the costs previously budgeted for the Street Frontage Improvements under the Original Park Development Agreement.

12. In addition to the credits for the Street Frontage Improvements, Developer shall also be entitled to credits against the Park Development Fee in consideration of Developer's covenant to fund the costs to design and construct the Park Improvements hereunder in an amount not to exceed Two Million Two Hundred Nine Thousand Seven Hundred Twenty Four Dollars (\$2,209,724.00). Should the total cost of the Park Improvements approved by the District, including without limitation, the design, engineering, fees, permitting, construction, project mitigation and project management, be less than the Park Improvement Budget, Developer shall nevertheless retain and be entitled to credits hereunder against the Park Development Fee equal to the full Two Million Two Hundred Nine Thousand Seven Hundred Twenty Four Dollars (\$2,209,724.00) amount.

13. The credits will be deemed issued by the City and available for use by Developer upon the Effective Date of this Agreement. As building permits are issued within the Project, the credits shall be applied to reduce the amount of the Park Development Fee otherwise due when such building permits are issued within the Project, provided the credits shall be spread uniformly over the Project on a per-unit basis. Accordingly, subject to the annual cost-of-living adjustment to the credits commensurate with the City's annual adjustment to the Park Development Fee, the per-unit credit to be applied against the Park Development Fee otherwise payable at building permit shall initially be in the amount of Three Thousand Six Hundred Thirty-Five Dollars \$3,635 per unit (based on total credits of Two Million Four Hundred Ten Thousand Five Dollars \$2,410,005.00 divided by 663 anticipated units within the Project). In no event shall any portion of this credit be applied against the administrative component of the Park Development Fee.

14. If prior to commencement of construction of the Park Improvements, the cost of funding the design, engineering, fees and construction of the Park Improvements exceeds the Park Improvement Budget, and District advises Developer in writing of its intent to fund such excess Park Improvement Costs rather than redesign the scope of the Park Improvements, the District shall be obligated to reimburse Developer when expenditures incurred by Developer in connection with the design, engineering, fees, and construction of the Park Improvements exceed the Park Improvement Budget. Such reimbursement shall be funded by the District from other District funds. In any event, any remaining reimbursement for costs in excess of the Park Improvement Budget agreed to be funded by the District shall be all due and payable within sixty (60) days following the District acceptance of the Park Improvements and the Developer's conveyance of the Park Improvements to the District pursuant to the Grant Deed.

15. The fee credits shall be limited to the Project and shall automatically be deemed transferred and available to any subsequent purchaser or builder who acquires any lots within the Project from Developer prior to issuance of building permits thereon.

16. The fee credits to be provided under this Section V shall be adjusted annually at the same cost-of-living adjustment rate as and when applied by the City to the corresponding Park Development Fee.

17. Notwithstanding the foregoing reimbursement provisions, the reimbursement obligations arising from this Restated Agreement are not a debt of the District or the City, nor a legal or

EXHIBIT 2A

equitable pledge, charge, lien or encumbrance upon any of the District or City's property, or upon any of District or City income, receipts or revenues, and is payable only from the Park Development Fees or any other available funds from the District.

Section VI Construction of Landscape Corridors.

18. With the development of the individual residential properties located within the Project, the Developer shall construct and install a landscape corridor adjacent to those streets shown on **Exhibit "2,"** incorporating therein a concrete sidewalk, trees, shrubs, ground cover, a radio controlled automatic irrigation system and, where indicated, a six (6) foot high, graffiti resistant masonry wall with vines. Developer shall not be entitled to any Quimby Act credits or Park Development Fee credits for dedication of such corridors or construction of such landscape corridor improvements.

19. All landscape corridors must conform to the Sunridge Design Guidelines - Landscape Corridors, Trails and Parks, dated July 1, 2003, prepared by Foothill Associates and adopted by the District and must be compatible with other corridor designs in the area. Plans and specifications must be approved by the District in writing (the **"Approved Landscape Corridor and Trails Plans"**) and the construction inspected by District personnel as it progresses.

20. Except as otherwise provided herein, the sidewalk and landscape improvements to the corridors will be completed in accordance with the time requirements imposed by the City for other public improvements constructed within the subdivision development before the City will release the performance and material and labor bonds posted with the City to assure the completion.

21. Subject to the provisions of Paragraph 19 hereof, when construction of these landscape corridors (including any Project entrance signage) have been completed in accordance with the Approved Landscape Corridor and Trails Plans and their construction inspected and accepted in writing by the District, the Developer shall transfer title to the improved corridors by delivery of a grant deed to the District for the corridors' future maintenance, operation, repair, and replacement.

Section VII Joint Use Park / Detention Basin.

22. As indicated in Paragraph 1 above, upon completion of the Park Improvements, Developer shall convey the Detention Basin to the District by means of the Grant Deed. No Quimby Act credits were allocated to the Project for the portion of the Detention Basin described on **Exhibit "3"** as the Non-Active Detention Basin Area.

23. Developer shall be entitled to Park Development Fee credits for the costs of construction of the Detention Basin landscaping, which costs shall be included within and credited against the Park Improvement Budget in accordance with the provisions of Section V above.

24. Prior to the delivery of the Grant Deed to the District, the Developer shall grant an easement (the **"Detention Basin Easement"**) over the Detention Basin to the Sacramento County Water Agency, a political subdivision of the State of California (the **"Agency"**) for the purpose of storm water detention and maintenance. The District shall have the right to approve the form of the Detention Basin Easement, which approval shall not be unreasonably withheld, conditioned, or delayed.

EXHIBIT 2A**Section VIII Transfer of Title and Assumption of Maintenance.**

25. The Developer must obtain the written approval of the District for all plans and specifications, including the location of all utility service points, as well as the inspection by the District of construction, for any improvements to real property which the Developer intends to transfer to the District for maintenance and operation, such as the Park Improvements, landscaped corridors, medians, visibility easements, landscaped trails and open space. The Developer must obtain the written approval of the District for any agreement for the design of Park Improvements the cost of which will be either creditable or reimbursable to Developer under this Agreement. The District shall not unreasonably withhold, condition, or delay such approval. In the event the District fails to approve any agreement for the design of Park Improvements offered by the Developer as provided above, the District shall timely propose an alternative engineer or landscape architect to perform such work which shall be acceptable to the District.

26. Upon acceptance of the deed or deeds to the Park Site, the landscaped corridors and the trail system, District shall assume the responsibility for all maintenance, repair and operation thereof. The District will not accept, and is not obligated to accept, the tendered deed or deeds until all the public improvements described above have been accepted by the District in writing as complete for any park, landscape corridor or trail improvement. A financing district, the Cordova Recreation and Park District Community Facilities District 04-01 (Sunridge) (“CFD”) has been formed to finance the cost of maintaining such improvements and annexation of the real property comprising the Project into the CFD has been completed.

26.1 If the Developer desires to have the District maintain the Park Improvements, landscape corridors, or trail system improvements with the special tax proceeds collected by CFD for any given fiscal year, then Developer shall notify District of both (i) the nature and location of the facilities that will require maintenance by the District; and (ii) the anticipated date of commencement of maintenance obligations by the District no later than July 1 of any year. This notice shall specify all facilities for which District will be required to provide maintenance services during the subsequent twenty (20) month period after each such July 1 notice date. This notice requirement is intended to permit the District to levy sufficient special taxes in any given fiscal year to fund all of its maintenance obligations during that fiscal year and the “dry period” financing period for the ensuing fiscal year (20 months between July 1 and March 31). The District shall have the discretion to refuse acceptance of maintenance responsibilities if the Park Improvements, landscape corridors, or trail system improvements were not constructed pursuant to the Approved Park Improvement Plans or Approved Landscape Corridor and Trails Plans, as applicable.

27. Upon acceptance of deeds or easements to the Park Site, any landscape corridors, or the trail system, the District shall assume the responsibility for all maintenance, repair, replacement and operation of those parcels of property and the improvements thereto. The District will not accept, and is not obligated to accept, the tendered deeds or easements until all improvements on any particular property have been accepted as complete.

27.1 In consideration for the Park Improvements constructed by Developer and dedicated to District, District will perform all necessary maintenance of the Park Improvements constructed by Developer commencing immediately after completion of construction, completion of Developer’s ninety (90) day maintenance period, and granting of the Park Site by Developer to District. Developer shall be required to provide maintenance to all Park Improvements, landscape corridors and trail system improvements constructed pursuant to this Restated

EXHIBIT 2A

Agreement in accordance with District standards, for a period of ninety (90) days commencing upon the completion of construction, at Developer's own expense. The cost of such maintenance services provided by Developer for all Park Improvements and trail system improvements shall be included in the cost of construction of each such improvement for purposes of comparing the costs thereof with the Park Improvement Budget. Developer shall unconditionally warrant all materials and workmanship furnished pursuant to this Restated Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. This warranty shall remain in effect for a period of one (1) year from completion of Developer's ninety (90) day maintenance period. As surety for Developer's warranty obligation, Developer shall provide a warranty bond in the amount of ten percent (10%) of the Park Improvement Budget, exclusive of the costs of the Street Frontage Improvements, which bond shall be released at the expiration of the one (1) year warranty period.

28. Developer shall provide to each purchaser of property within the Project owned by it as of the date of this Restated Agreement, and the District, a copy of a preliminary title report giving notice of the inclusion of the real property in the CFD, and notice regarding any special taxes imposed as a result thereof, if a real estate public report is not yet available, or a copy of the real estate public report giving notice of the inclusion of the real property in a community facilities district and any resultant special taxes upon its availability. Any special taxes levied against the real property in the Project pursuant to the Mello-Roos Community Facilities Act of 1982 for such maintenance purposes shall be in addition to any and all Dedicated Land and/or In Lieu Fees collected by the District pursuant to Paragraphs 1 and 2 of this Restated Agreement, and in addition to the Park Development Fee or any other development impact fee levied pursuant to Government Code Section 66000. No credit shall be allowed against any such special taxes levied against the real property, regardless of whether such taxes are owing by Developer or any prospective purchaser of the real property contained within the Project.

Section IX Insurance and Indemnity.

29. Developer shall carry and maintain during the life of this Restated Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

29.1. Public Liability, Property Damage and Contractual Liability Insurance. Developer shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent Developers, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Developer shall also name the District and the City as additional insureds and shall directly protect, as well as provide the defense for the District and the City, and its officers, agents and employees, as well as Developer, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Developer's operations in the performance of the work pursuant to this Restated Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Developer. Said insurance shall also specify that it acts as primary insurance.

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29.2. Workers' Compensation Insurance. Developer shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Restated Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

As part of the execution of this Restated Agreement, Developer agrees to furnish to the District and the City certified copies of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Restated Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District and the City prior to commencing the work contemplated by this Restated Agreement. Each such certified policy shall bear an endorsement, if available at commercially reasonable rates, precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District and the City shall have received written notification of such cancellation or reduction.

30. Developer shall assume the defense of, with counsel selected by the City, and indemnify and save harmless, the District and the City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses/costs (including legal fees and costs incurred by the District or City or awarded to plaintiffs) of every type and description to which it may be subjected or put to by reason of or resulting from: (i) the performance of, or failure to perform, the work or any other obligations of this Restated Agreement by Developer, or any of Developer's agents, employees or subcontractors; (ii) any alleged negligent act or omission of Developer, or any Developer's agents, employees or subcontractors in connection with any acts performed or required to be performed pursuant to this Restated Agreement; (iii) any dangerous or defective condition arising or resulting from any of the actions or omissions of Developer, Developer's agents or employees or contractors in carrying out the provisions of this Restated Agreement. Developer has no indemnification obligation with respect to the gross negligence or willful misconduct of the District or 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 the District, City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions shall survive the termination of this Restated Agreement.

District shall assume the defense of, and indemnify and save harmless, Developer, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type of description to which it may be subjected or put to by reason of or resulting from (i) the performance of, or failure to perform any obligations of this Restated Agreement by District, or any of District's agents or employees; (ii) any alleged negligent act or omission of District, or any of District's agents or employees, in connection with any acts performed or required to be performed pursuant to this Restated Agreement; (iii) any alleged negligent act or omission of District, its agents or employees in performing its maintenance obligations for the park and recreational improvements constructed by Developer pursuant to this Restated Agreement after dedication of such park and recreational improvements by Developer to District and acceptance of such dedication by District. This indemnification shall not include any claim arising from the willful misconduct or sole negligence or active negligence of the Developer or its agents or employees.

EXHIBIT 2A

District shall assume the defense of, with counsel selected by the City, and indemnify and save harmless, the City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses/costs (including legal fees and costs incurred by the City or awarded to plaintiffs) of every type and description to which it may be subjected or put to by reason of or resulting from: (i) the performance of, or failure to perform, the work or any other obligations of this Restated Agreement by District, or any of District's agents, employees or subcontractors; (ii) any alleged negligent act or omission of District, or any District's agents, employees or subcontractors in connection with any acts performed or required to be performed pursuant to this Restated Agreement; (iii) any dangerous or defective condition arising or resulting from any of the actions or omissions of District, District's agents or employees or contractors in carrying out the provisions of this Restated Agreement. District has no indemnification obligation with respect to the gross negligence or willful misconduct of the 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 the City. The provisions shall survive the termination of this Restated Agreement.

Section X Payment of District Costs.

31. Pursuant to District's Ordinance No. 05-01, Developer hereby agrees to be fully responsible to either reimburse or advance, as the case may be, all administrative and legal costs incurred by District associated with and necessary for the planning, development and implementation of the park and recreational amenities to be constructed within the Project; to negotiate and prepare this Restated Agreement; and to prepare any environmental documents that may be required for the Park Improvements pursuant to CEQA. All such costs shall be payable by Developer to District no later than thirty (30) days after the date of written demand for payment of such costs has been made by District. Developer understands that additional plan check fees will be payable to the District in the future pursuant to District Ordinance No. 05-01 once improvements plans and specifications are completed and Developer hereby agrees to pay such fees.

Section XI General Provisions.

32. All notices, requests, demands or other communications required or permitted to be given under this Restated Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx, UPS and similar services shall be considered personal service) or by facsimile or other electronic transmission (provided that the sender of a facsimile or other electronic transmission has received confirmation of successful transmission by the sending machine or the receiving party) and upon receipt, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as set forth below. Either party may change the address by giving written notice to the other:

EXHIBIT 2A**DEVELOPER:**

MS Rialto North Douglas CA, LLC
 c/o Lennar Communities
 Attn: Larry Gualco
 1420 Rocky Ridge Dr., Ste 320
 Roseville, CA 95661
 Telephone: (916) 783-3224
 Facsimile: (916) 783-3914
 E-mail:

DISTRICT:

Cordova Recreation and Park District
 2197 Chase Street
 Rancho Cordova, CA 95670
 Telephone: (916) 362-1841
 Facsimile: (916) 362-9602
 E-mail:

CITY:

City of Rancho Cordova
 Attn: Joe Chinn
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Telephone: (916) 851-8710
 Facsimile: (916) 851-8787
 E-mail:

33. This Restated Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and subsequent purchasers. Developer shall not assign its interest in this Restated Agreement without District's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

34. Except as otherwise expressly provided herein, should the Developer or any subsequent purchaser of the Project fail or refuse to complete the construction of the Park Improvements referred to above when required hereunder, the District as one of its remedies may request the City, or the City on its own may elect, to halt the issuance of any additional building or occupancy permits within the Project until the Park Improvements are funded or completed as contemplated by the terms of this Restated Agreement.

35. Time is of the essence in the performance of this Restated Agreement.

36. The District shall review and comment on any plans and specifications submitted by the Developer in a timely manner considering the workload presented by other developers' prior submittals and any emergency situations which redirects the District's attention.

37. This Restated Agreement constitutes the sole, only and complete agreement between the parties concerning the matters set forth herein. This Restated Agreement may be amended only by a written instrument executed by all the parties hereto.

38. In the event any action is initiated by either party seeking to enforce any of the terms or provisions of this Restated Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs.

39. District, City and Developer agree to the terms of this Restated Agreement and each party has reviewed the Restated Agreement and the Exhibits with its respective counsel.

EXHIBIT 2A

40. If a court of competent jurisdiction finds or rules that any provision of this Restated Agreement is invalid, void, or unenforceable, the provisions of this Restated Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Restated Agreement shall not void or affect the validity of any other provision of this Restated Agreement.

41. Developer, District and City certify that each is legally empowered to enter into this Restated Agreement.

42. Upon the Effective Date hereof, this Restated Agreement shall supersede and replace the Original Park Agreement and the City Fee Credit Agreement and the Original Park Agreement and City Fee Credit Agreement shall be of no further force or effect.

43. The parties acknowledge that, concurrently with this Restated Agreement, the Developer and the City are processing a second amendment to the existing Development Agreement between the Developer and the City relative to the Project (the **"Second Amendment"**). This Restated Agreement shall become effective and binding on the parties hereto on the date (the **"Effective Date"**) when (i) this Restated Agreement is fully executed by the parties hereto and (ii) the Second Amendment is fully executed and the ordinance approving the Second Amendment becomes effective.

[Signatures on Following Page]

Executed in Rancho Cordova, California, as of the date set forth above.

EXHIBIT 2A

DISTRICT:

CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California

By: _____

Chairperson

By: _____

District Administrator

CITY:

CITY OF RANCHO CORDOVA

By: _____

Brian Nakamura
City Manager

ATTEST:

Mindy Cuppy
City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

DEVELOPER:

MS RIALTO NORTH DOUGLAS CA, LLC,
a Delaware limited liability company

By: MS RIALTO RESIDENTIAL HOLDINGS, LLC,
a Delaware limited liability company,
its member

By: MSR HOLDING COMPANY, LLC,
a Delaware limited liability company,
its member

By: LENNAR HOMES OF CALIFORNIA,
a California corporation,
its California manager

By: _____

Name: _____

Its: _____

EXHIBIT 2A

LIST OF EXHIBITS

Exhibit 1	North Douglas Park Master Plan Depicting Park Site
Exhibit 2	Map Showing Landscape Corridors
Exhibit 3	Map Showing Joint Use Park/Detention Basin

2293039.4

EXHIBIT 2A

Exhibit 1: North Douglas Park Master Plan Depicting Park Site

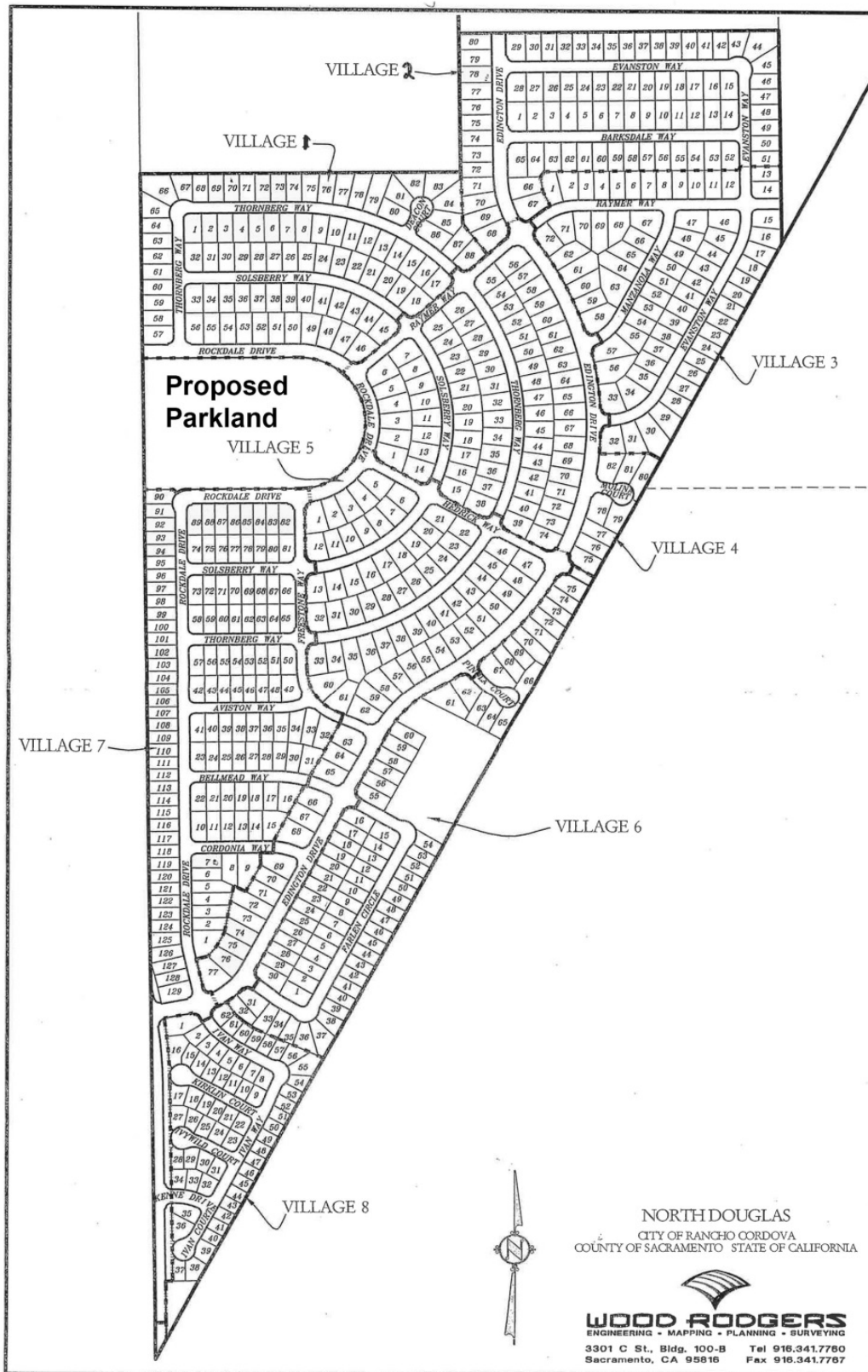
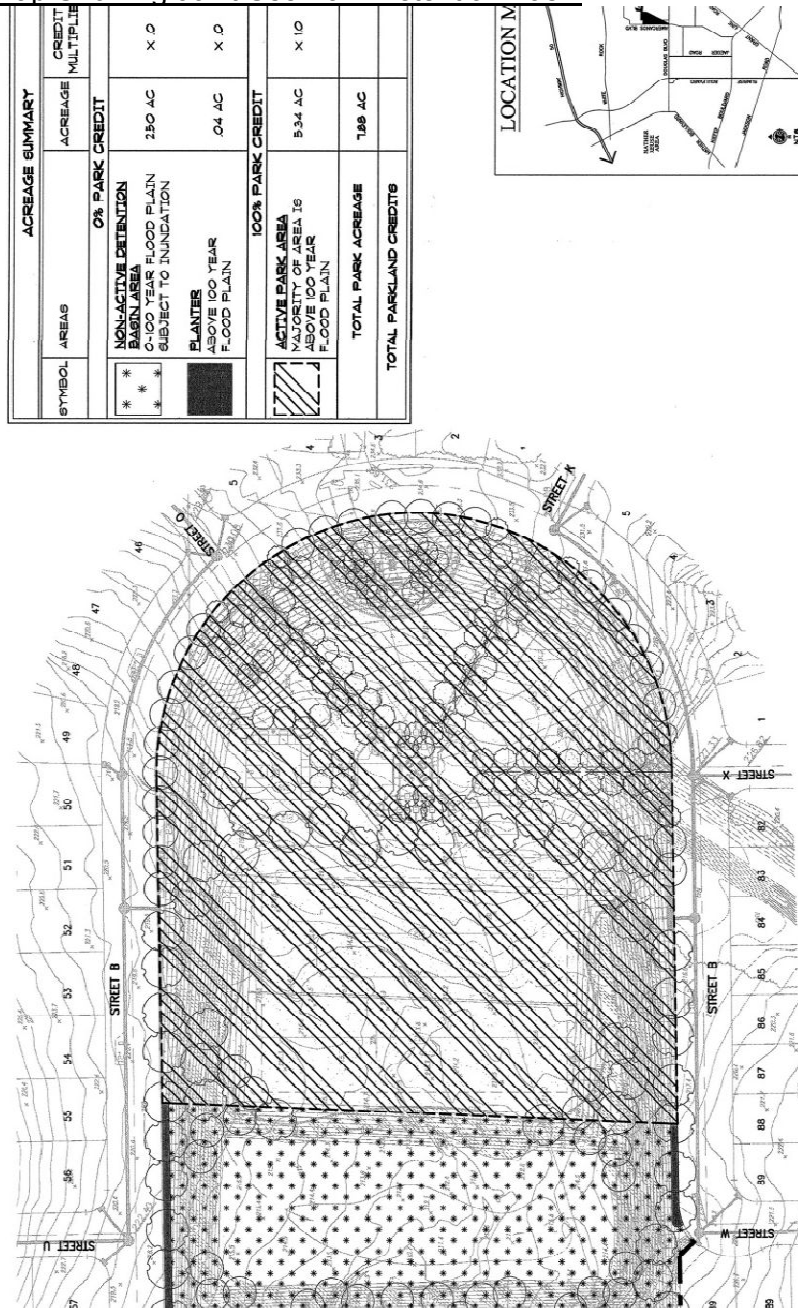


EXHIBIT 2A

Exhibit 3: Map Showing Joint Use Park/Detention Basin

Exhibit 3: North Douglas Joint Use Park/Detention Basin



JOINT-USE PARK/DETENTION BASIN CREDIT EXHIBIT

Shawnee Consulting Inc.
2290 Venture Oaks Way
Cincinnati, OH
45233
Tel: 918.689.2300
Fax: 918.689.2371
www.shawneeinc.com

Client: Project
North Douglas Park
North Douglas Park
Form No. EX-44
100
JOINT-USE PARK
BASIN CREDIT EXHIBIT
Project Number: 1801-10007





File# 149604

North Douglas Development

Rancho Cordova Ca

500' Owners & Absentee Owners

APN(s) 072 287 001 thru 072 296 065

February 26 2014

917 Glenneyre Street, Suite 7 • Laguna Beach, CA 92651
PHONE (949) 494-6105 • FAX (949) 494-7418

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Mizoguchi Family Revocable Trust

6985 Havenhurst Dr

Sacramento Ca 95814

067 0040 017 0000

Lal Brothers LLC

3400 Watermarke Pl

Irvine Ca 92612

067 0040 018 0000

Lal Brothers LLC

3400 Watermarke Pl

Irvine Ca 92612

067 0040 026 0000

Lal Brothers LLC

3400 Watermarke Pl

Irvine Ca 92612

071 0300 002 0000

Jeanne Lacey

103 Perraud Dr

Folsom Ca 95630

071 0300 005 0000

Paul & Margie Cahill

104 Perraud Dr

Folsom Ca 95630

072 0370 087 0000

Psl Enterprises LLC

3920 Security Park Dr

Rancho Cordova Ca 95742

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Aerojet General Corp

Po Box 13222

Sacramento Ca 95813

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Aerojet General Corporation

Po Box 13222

Sacramento Ca 95813

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U S Home & Kb North Douglas LLC

1075 Creekside Ridge Dr

Roseville Ca 95678

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Tracy Trust
Po Box 607
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Rancho Cordova CA 95742

MEMORANDUM

DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst

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



RECOMMENDATION

Adopt Resolution No. 74-2014.

RESULT OF RECOMMENDED ACTION

This action will authorize the delinquent residential solid waste service charges to be collected on the 2014-15 property tax bill.

BACKGROUND

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

The City's Municipal Code allows for the property tax rolls to be utilized for collecting delinquent charges but in order for the City to assist Allied, the City Council must approve two separate Resolutions prior to recording a tax levy for delinquent residential solid waste accounts. The first resolution, which was adopted by the Council on June 2, 2014, established the intent of the City Council to transfer delinquent residential solid waste accounts to the tax rolls, as well as setting a Public Hearing for July 7th at 5:30 p.m. to take comments and objections from the public regarding the transfer of delinquent residential solid waste accounts to the tax roll. At the conclusion of the Public Hearing, the Council will be asked to adopt the second resolution titled "A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the Property Tax Bill."

As of June 27, 2014 the total number of accounts with delinquent charges that have been identified to be transferred to the tax roll is 625, and a total amount of \$254,111.38. The amount to be submitted to the County Auditor's Office for inclusion on the tax roll will be reduced by the number of current delinquent accounts that submit payment in the interim. Allied will provide the City with a final delinquency list immediately after the County levy submission on August 15th, which will capture any last minute payments made to Allied.

The amount collected on the tax rolls may not reflect all of the total-to-date delinquent charges, since the delinquent solid waste levy may only legally include accounts that were delinquent at March 1, 2014.

Public Notification Process

As required by the County Assessor's Office for the property tax lien process, Allied sent two letters to the property owners of delinquent solid waste accounts, one in May and the second in June. The letters requested payment of the account and advised that unpaid delinquent accounts would be included on a list and presented to the City Council and at a Public Hearing on July 7th, to be confirmed by Council resolution. The letter also informed the property owners that the confirmed delinquent accounts, together with a ten percent penalty and five percent administrative charge, would be placed on the County of Sacramento tax rolls to be collected with the property tax.

Property Tax (Levy) Collection Process

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

ATTACHMENT

Resolution 74-2014 including Exhibit A 2014-15 Delinquent Solid Waste Tax Levy.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 74-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES BE
COLLECTED ON THE PROPERTY TAX BILL**

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

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

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

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

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

WHEREAS, Allied did, on the 23rd day of May, 2014, file with the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent solid waste service charges proposed to be collected on the tax roll; and

WHEREAS, the City Council subsequently did, on the 2nd day of June, 2014, adopt a Resolution of Intention No. 43-2014 to order delinquent solid waste service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for County purposes and to set a public hearing for such purpose; and

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

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

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

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

BE IT FURTHER RESOLVED that Allied Waste Services is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 15th day of August, 2014, the date when the Direct Levy data file must be received by the County.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2115336.1

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 27, 2014

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code	Total
534573	07703100550000	ROBERT LEACH	3319	HARTSELLE WAY		SACRAMENTO	CA	95827-2449	23.00
6922	05702020020000	JOHN & STEPHANIE BROKAW	2606	CABERNET WAY		RANCHO CORDOVA	CA	95670-4810	26.66
25285	07602340130000	SANDRA KAY ANDERSON	215	MARGARET WAY		RIPON	CA	95366-9317	44.02
37494	07702500380000	LOUDEN LLC	1999	HARRISON ST	22ND FLOOR	OAKLAND	CA	94612-3520	44.02
90891	07701620090000	ESTATE OF ELLA M DOYLE		PO BOX 5140		SACRAMENTO	CA	95817-0140	44.53
150441	05804400090000	KRISTOPHER MOYER	2279	WINDHAVEN LN		RANCHO CORDOVA	CA	95670-4217	46.71
219867	06804350180000	PEDRO A PILAR	9809	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	46.93
27131	07229902880000	BIBI Z SAMIR	10845	WRAYSBURY WAY		RANCHO CORDOVA	CA	95670-6275	46.99
209506	07203200240000	EVA M LUONG	2932	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5607	49.45
647668	07221000320000	KIM SUNG	10921	BELLONE WAY		RANCHO CORDOVA	CA	95670-6919	51.31
9426	06704600470000	JUSTINA JONES	11852	AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009	51.83
181654	05801250050000	SHARI CALTA	10870	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5145	52.39
186601	06704600160000	WILLIAM BERANIA	11856	SPRING WALK WAY		RANCHO CORDOVA	CA	95742-8012	52.49
20927	05600720260000	BRIAN WILLIAMS	6310	CRIMSON RIDGE DR		ROCKLIN	CA	95765-4252	52.60
25261	07223500110000	ALEXANDER ILYUSHIN	11041	FIORE DR		RANCHO CORDOVA	CA	95670-6945	52.60
26573	06804920140000	ALEX P THOMASON	3529	SUNRISE PINES DR		SACRAMENTO	CA	95827-2950	52.60
36790	07201340030000	ROY & KATHLEEN BROWN	3108	ELLINGTON CIR		SACRAMENTO	CA	95825-7824	52.60
37910	07201340190000	JEFFREY R CROOP	10475	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5520	52.60
47127	07602430120000	SCOT A RUTHERFORD	2449	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	52.60
66605	07702100120000	AGNES & JOSE PUZON	10426	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	52.60
66613	07702100120000	AGNES & JOSE PUZON	10426	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	52.60
67199	07702220180000	ESTATE OF SCHERER	425	FAIRGATE RD		SACRAMENTO	CA	95825-6321	52.60
98764	05603000640000	GUY THOMAS MCCONNELL	10981	MIRA RIVER CT		RANCHO CORDOVA	CA	95670-2717	52.60
114729	05602900320000	ALAN LEDESMA	11207	POWDER RIVER CT		RANCHO CORDOVA	CA	95670-2937	52.60
150686	05800430170000	ROSA LEE CRAWFORD		PO BOX 189		RIO LINDA	CA	95673-0189	52.60
153248	05800620060000	AMY CHAVERRI	2308	PINTURO WAY		RANCHO CORDOVA	CA	95670-5230	52.60
208802	06803460190000	DANIEL ATKINSON	10024	VANGUARD DR		SACRAMENTO	CA	95827-2329	52.60
221696	06804440220000	JERRY SMALER	20138	SANTA RITA ST		WOODLAND HILLS	CA	91364-3544	52.60
248422	07701520350000	CATHERINE MACKLIN	10620	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5804	52.60
342679	07602340140000	RICHARD WALL	2578	LA CUMBRA CIR		RANCHO CORDOVA	CA	95670-3456	52.60
551870	05804000500000	JAN JAASKELA	2446	STOKESWOOD WAY		RANCHO CORDOVA	CA	95670-5224	52.60
597511	07222100420000	TABITHA S WONG	568	HALL ST		FOLSOM	CA	95630-9545	52.60
624435	07220900430000	PAUL TROTTER	6725	40TH AVE SW		SEATTLE	WA	98136-1904	52.60
632878	07223500380000	STEVEN MONK	11018	FIORE DR		RANCHO CORDOVA	CA	95670-6945	52.60
29691	06804510060000	STEVE MCCORMICK	32738	S RIVER RD		CLARKSBURG	CA	95612-5043	52.75
529086	05800210090000	SERRANO JU HERRERA	1333	ELKHORN BLVD		RIO LINDA	CA	95673-3614	55.22
33377	06708500530000	MARTHA WELLS	4000	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7748	55.36
38390	07702400270000	EVERBANK	8100	NATIONS WAY		JACKSONVILLE	FL	32256-4405	55.36
525282	07702320030000	MOHAMMED ALI	10428	AUTUMN BREEZE WAY		RANCHO CORDOVA	CA	95670-5707	55.36
42476	07602410010000	RAYMOND ZAK	2450	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3158	55.55
239227	07700640160000	BENNIE M MANZANARES	10431	BLACKBURN WAY		RANCHO CORDOVA	CA	95670-5305	56.84
193811	05803400200000	JOHN A KING	2229	KINGSTREE LN		RANCHO CORDOVA	CA	95670-4211	57.36
238014	07602440060000	TRUST OF WOOD	2426	EL ROCCO WAY		RANCHO CORDOVA	CA	95670-3156	57.39
8737	06706300430000	GERALDINE WALKER	4395	MALANA WAY		RANCHO CORDOVA	CA	95742-8059	58.27
72116	07600320030000	JOANNA PETRENKO	2721	LA LOMA DR		RANCHO CORDOVA	CA	95670-3306	58.78

AGENDA ITEM 9.3

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625143	05701430030000	JOY LOVINGER	10467	MALAGA WAY		RANCHO CORDOVA	CA	95670-3648	60.88
2315	05604260060000	AMANDA PARACHOU	2326	WALNUT GROVE WAY		RANCHO CORDOVA	CA	95670-2321	61.00
11405	06706200130000	MICHAEL NELSON	11813	Pyxis Cir		Rancho Cordova	CA	95742-8056	61.03
336101	07702330030000	DENISE M STAFFORD		PO BOX 32		RANCHO CORDOVA	CA	95741-0032	61.18
20060	077023610870000	DAYNA GUINN	10748	OLSON DR		RANCHO CORDOVA	CA	95670-5632	61.32
22613	05601510110000	VITALIY & LYUDMILA BOBYLEV	2024	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2435	61.38
18696	06705100030000	MONICA LAMIGO	4256	STECATO DR		RANCHO CORDOVA	CA	95742-8075	61.47
42644	07224800230000	STEPHANIE WILLEY	3513	ENVERO WAY		RANCHO CORDOVA	CA	95670-6960	61.62
32826	07601530160000	ANASTASIYA OLEFIR	2651	ELLENBROOK DR		RANCHO CORDOVA	CA	95670-3509	61.89
398355	07201540060000	KENNETH BROWN	2949	MILLS PARK DR		RANCHO CORDOVA	CA	95670-5539	62.51
8823	06708400990000	ZACK ROHRER	12309	MONTAUK WAY		RANCHO CORDOVA	CA	95742-7724	63.63
148333	05703120110000	LINDA NEELY VEST	2625	DON JUAN DR		RANCHO CORDOVA	CA	95670-4912	66.06
646852	06803420020000	BLAKE NILES	3328	CHISWELL WAY		SACRAMENTO	CA	95827-2310	66.49
3413	06708700510000	BRENDA BUCKANS	4147	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7751	69.39
6869	06707101010000	GEOFFREY HARMON	5436	MOSSY STONE WAY		RANCHO CORDOVA	CA	95742-8123	69.39
17242	06704400480000	MICHAEL MCKEE	11883	HERODIAN DR		RANCHO CORDOVA	CA	95742-8000	69.39
24362	05802220190000	JEFF STOCK	10672	VIANI WAY		RANCHO CORDOVA	CA	95670-3940	69.39
142229	05701930050000	BETTY J SMITH	2638	CHASSELLA WAY		RANCHO CORDOVA	CA	95670-4833	69.39
579783	07703000270000	TINA MANNING	3230	HOGARTH DR		SACRAMENTO	CA	95827-2357	69.39
144763	05702610070000	DOROTHY A JEFFRIES	9495	STABLEGATE RD		WILTON	CA	95693-9211	72.67
36129	06708800060000	TIM & JENNIFER PETTIT	4006	PINOCH PEAK WAY		RANCHO CORDOVA	CA	95742-7730	79.12
612717	05801040040000	WILLIAM W TOLLESTRUP	2657	RIVERSIDE BLVD	APT 2A	SACRAMENTO	CA	95818-2253	79.21
22781	06708100380000	JASMINE ANDERSON	4063	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7749	79.73
33971	06706000330000	CHENG-JUNG YANG		PO BOX 723112		SAN DIEGO	CA	92172-3112	80.34
42370	05603400080000	MICHAEL EAKIN	1760	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2735	80.51
46024	07507200160000	WILLIAM E TRENNER	10023	KINGFISHER WAY		RANCHO CORDOVA	CA	95670-3191	80.90
12064	05604400080000	KEITH R JOHNSON	10608	APPLE GROVE WAY		RANCHO CORDOVA	CA	95670-2316	82.65
7307	06708700630000	BRENDA KALLVET	12360	PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7736	84.77
38137	05800310050000	PAMELA M GOLDEN	2624	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	85.84
34449	05602900260000	SHALANE REDDIC	11204	CEDAR RIVER CT		RANCHO CORDOVA	CA	95670-2902	88.76
16510	07229700900000	LEONORA TRAVELLA	3151	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6261	89.18
209330	07203100520000	ROBERT E ROSS	2952	KACHINA WAY		RANCHO CORDOVA	CA	95670-5634	89.18
823	07600830050000	ULF J EKEROTH	14	KALI CT		OAKLEY	CA	94561-6352	91.39
8301	06706700430000	KURUSWAMY SELVENTHIRAN	3001	FERRY CIR		FOLSOM	CA	95630-4029	91.39
9034	05803700060000	GEORGE SEIN	10917	ALANDALE WAY		RANCHO CORDOVA	CA	95670-5122	91.39
17100	05701420090000	RICHARD F VANDAGRIFF JR	10431	MALAGA WAY		RANCHO CORDOVA	CA	95670-3649	91.39
31994	07229700390000	DANIEL & SYLVIA JOHNSON	4361	NORWALK CIR		MATHER	CA	95655-3061	91.39
34230	06707100790000	KERI KENDALL	5480	COPPER SUNSET WAY		RANCHO CORDOVA	CA	95742-8142	91.39
205567	07201810190000	FERNANDO CADENA	10425	WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5426	91.39
412632	06805200160000	LISA SANTOS	8921	SUTTERS GOLD DR		SACRAMENTO	CA	95826-4033	91.39
19399	06800910080000	MATT CROUCH	9928	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2908	93.85
187443	06704501100000	LANEE ADAMS	4440	WILLARD AVE	APT 1104	CHEVY CHASE	MD	20815-3611	93.99
47182	05701730280000	JOSE & GUADALUPE HIGAREDA	529	KEEFER ST		FOLSOM	CA	95630-8809	95.32
110025	05604400390000	KAY MCCAIG	2243	APPLE ORCHARD CT		RANCHO CORDOVA	CA	95670-2347	97.65
148839	05800210100000	LEVA MEZHLUMYAN	4407	NIOBE CIR		RANCHO CORDOVA	CA	95742-8044	98.26

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107756	07702330140000	ARNILYN TORRES	3142	CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5709	99.90
19601	07229901070000	REUBEN WANJIRU	3122	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6260	105.69
209336	07203100530000	BEVERLY SHAH	2948	KACHINA WAY		RANCHO CORDOVA	CA	95670-5634	107.16
7004	05801820030000	ALETHA DAMACION	10892	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5142	107.96
23045	06804630140000	KAYLA SECHTER	3337	VIRGO ST		SACRAMENTO	CA	95827-2822	107.96
27510	07203630270000	JOSEPH & NATASCHA VERANDES	2952	GWENDOLYN WAY		RANCHO CORDOVA	CA	95670-5636	107.96
31292	07701540250000	FRANCISCO C & KAREN D RAMIREZ	6615	GRANT AVE		CARMICHAEL	CA	95608-3404	107.96
33321	07213400470000	ANNA M GREENE	10528	RAGTIME CIR		RANCHO CORDOVA	CA	95670-7329	107.96
35323	07701540250000	FRANCISCO C & KAREN D RAMIREZ	6615	GRANT AVE		CARMICHAEL	CA	95608-3404	107.96
93269	07702500750000	SUDESH KUMAR	3308	CHERTSEY CT		SACRAMENTO	CA	95827-2308	107.96
201265	05804300020000	SUDESH KUMAR	3308	CHERTSEY CT		SACRAMENTO	CA	95827-2308	107.96
210268	06803500150000	SUDESH KUMAR	3308	CHERTSEY CT		SACRAMENTO	CA	95827-2308	107.96
246597	07701320110000	VICTOR W HALL	4024	11TH AVE		SACRAMENTO	CA	95817-3702	107.96
347365	07601440170000	JACOB ROSEN	2605	PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428	107.96
349305	05701110050000	WILLIAM PALLITTO	10516	MALVASIA DR		RANCHO CORDOVA	CA	95670-3712	107.96
528190	06804410170000	ROB CLARK	3153	EXPLORER DR		SACRAMENTO	CA	95827-2831	107.96
555333	05701640130000	CRAIG HOLSTED	2675	ARAMON DR		RANCHO CORDOVA	CA	95670-3745	107.96
22411	07203100110000	WELLS FARGO BANK	3476	STATEVIEW BLVD		FORT MILL	SC	29715-7203	108.09
35209	06801420280000	ROBERTO RANGEL	8105	LAGUNA PLACE WAY		ELK GROVE	CA	95758	109.42
44967	06704900270000	TOM CHENG	6190	SKYLINE BLVD		BURLINGAME	CA	94010-6233	110.87
26803	06704500600000	GEORGIA M BEACH	4459	RUBY LANDING WAY		RANCHO CORDOVA	CA	95742-8049	111.03
153846	05800830050000	TRUST OF BRANTLEY	2216	CERVANTES DR		RANCHO CORDOVA	CA	95670-4105	112.23
142426	05702010090000	A & SHIRLE ROYCE T	2708	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4827	112.56
5993	05800830130000	MATTHEW HOPPER		PO BOX 993031		REDDING	CA	96099-3031	113.13
33215	06707400270000	CRAIG BONNEAU	12075	SAGE WAGON WAY		RANCHO CORDOVA	CA	95742-7770	114.07
97432	07702900170000	JOAN KENNEDY	3201	MAGICWOODS CT		SACRAMENTO	CA	95827-2316	115.22
362920	07601640170000	DAWNIELL KELSCHILL	10223	MALAGA WAY		RANCHO CORDOVA	CA	95670-3324	115.25
44138	05600420070000	CRAIGE LLC		PO BOX 1229		OAKLAND	CA	94604-1229	115.75
215285	05603500630000	LEONOR C AMADO	11143	JORDAN RIVER CT		RANCHO CORDOVA	CA	95670-2946	115.87
242323	07700920130000	CHARLES PE LOTZ	3050	ABBOTT CT		RANCHO CORDOVA	CA	95670-5301	115.87
220894	07600410150000	JOEL PEREZ	10209	AGNES CIR		RANCHO CORDOVA	CA	95670-2001	116.84
148890	06705400660000	GARRETT GATEWOOD	4067	COPPER LAKE WAY		RANCHO CORDOVA	CA	95742-8026	118.20
231789	07601640250000	ANDREW J GEORGI	10201	MALAGA WAY		RANCHO CORDOVA	CA	95670-3369	119.19
592166	07702600320000	RANDY PROFIT	10238	SUNOL WAY		SACRAMENTO	CA	95827-2456	119.44
47413	07223500010000	FEDERAL NATL MTG ASSN		PO BOX 650043		DALLAS	TX	75265-0043	119.90
597322	07222100640000	CHRISTOPHER BUDGE	10729	BELLONE WAY		RANCHO CORDOVA	CA	95670-6927	121.08
34330	06708000390000	KRISTINE BALLARD	4279	BORDERLANDS DR		RANCHO CORDOVA	CA	95742	121.13
30277	05701910100000	LARRY SCHWARTZ LLC	405	BOULDER CT	STE 400	PLEASANTON	CA	94566-8308	123.15
189463	05802130010000	GENADI TSATOURYAN	7721	EXCELSIOR AVE		ORANGEVALE	CA	95662-2507	125.41
196667	05803900580014	KARL GUIDOTTI	2375	COBBLEOAK CT		RANCHO CORDOVA	CA	95670-4230	125.65
9003	07701320190000	MARIA TERESA VIRGEN	2963	JOERGER ST		RANCHO CORDOVA	CA	95670-5314	132.28
5697	07702210080000	KIRKLAND R HARRIS	3233	SANBURY CIR		RANCHO CORDOVA	CA	95670-5701	134.96
150818	05800440150000	ROBERT & RHONDA DEAN	10828	SCOTSMAN WAY		RANCHO CORDOVA	CA	95670-5015	139.01
193995	05803600070000	GENEVA DUNLAP-CARR	406	TOMMY LEE COOK RD		PALMETTO	GA	30268-1588	139.55
30665	06708000260000	MICHAEL DALEY	4159	CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765	143.05

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41063	06705400800000	JILLY HAO	11763	VILLAGE POND WAY		RANCHO CORDOVA	CA	95742-8027	143.05
123729	07601820020000	RANIA OLSEN	2680	ELLENBROOK DR		RANCHO CORDOVA	CA	95670-3541	144.89
549766	05601120080000	TERRY FORTNER	2117	DANBURY WAY		RANCHO CORDOVA	CA	95670-2206	146.88
395027	07703700800000	JOHN BALBUENA	3451	MISTY MORNING CIR		SACRAMENTO	CA	95827-3051	149.44
153533	05800750030000	ELIZABETH PEARCE	2316	BENITA DR		RANCHO CORDOVA	CA	95670-5242	149.66
100877	05603400600000	GHEZAVAT MICHAEL/WANG CHRISTIN	11011	RAINBOW RIVER CT		RANCHO CORDOVA	CA	95670-2722	150.32
10999	05802140030000	DACIA OSTRANDER	10745	CARLOS WAY		RANCHO CORDOVA	CA	95670-4003	152.13
128213	05602700050000	CHAD M MCKEOWN	2212	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223	156.71
9331	07702500160000	PERNELL RUFFIN III	10105	MONTE VALLO CT		SACRAMENTO	CA	95827-2469	158.70
546425	05701630050000	EMILIO RAMIREZ	9461	TWIN LAKES AVE		ORANGEVALE	CA	95662-5422	160.98
81539	06804380020000	TANYA MCNULTY	9789	RED CEDAR CIR		SACRAMENTO	CA	95827-2814	163.16
580243	05804900280000	ARTHUR GRIJALVA	2305	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4228	163.19
189819	05802210010000	SUSAN PIERSON	10683	VIANI WAY		RANCHO CORDOVA	CA	95670-3941	164.42
4164	07229901790000	MARK KELLOGG	10921	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6264	168.99
11875	07700720140000	MERCELINO MEDINA	2914	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5337	168.99
24115	05600810030000	SVS ENTS INC	2158	DANBURY WAY		RANCHO CORDOVA	CA	95670-2270	168.99
32652	06708800820000	MARLENE JARAMILLO	12398	CANYONLANDS DR		RANCHO CORDOVA	CA	95742-7711	168.99
42999	06705000240000	AUSTIN SELF	11874	LARISA WAY		RANCHO CORDOVA	CA	95742-8064	168.99
44117	07701710170000	QUICKSTREAM INC	1420	E ROSEVILLE PKWY	STE 140195	ROSEVILLE	CA	95661-3078	168.99
62133	07701910280000	KENNETH L HOPE	4480	N BUHACH RD		MERCED	CA	95348-1947	168.99
62141	07701910280000	KENNETH L HOPE	4480	N BUHACH RD		MERCED	CA	95348	168.99
96341	05602800050000	RANDY SHEPHERD	3852	WINDY COVE CIR		STOCKTON	CA	95219-2505	168.99
142759	05702030180000	SUZANNE GOFF FOR MARK JOHNSON	2621	CABERNET WAY		RANCHO CORDOVA	CA	95670-4809	168.99
187210	05801730090000	ANDREW JANOSKO		PO BOX 516		MERIDIAN	ID	83680-0516	168.99
40094	05602030050000	BANK OF AMERICA	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	169.91
6897	07703700100000	US BANK NA	1661	WORTHINGTON RD		WEST PALM BEACH	FL	33409-6488	173.75
112168	05600510050000	MICHAEL GRADY	10315	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2301	175.18
33541	06804800070000	TAAVIA ROLAND	3421	CORBIN WAY		SACRAMENTO	CA	95827-2339	175.57
21524	06804550030000	MARGINA AKIN	10	TRAVIS AVE	APT 6	TRAVIS AFB	CA	94535-1661	175.94
484321	07601620100000	WILLIAM HOPPER	2609	SOBRANTE WAY		RANCHO CORDOVA	CA	95670-3315	177.43
204370	06705600260000	SCOTT HAYNES	4415	NIOBE CIR		RANCHO CORDOVA	CA	95742-8044	178.96
13846	06708000700000	TODD TISCARENO	4216	CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7766	179.12
185777	05801620060000	VERNON H WAGNER	2368	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3962	179.64
45025	07229702400000	JOHN SHEN	10844	NEDERLAND WAY		RANCHO CORDOVA	CA	95670-6268	179.92
6340	05803120130000	MARLENE STEVENSON	10999	HIRSCHFELD WAY		RANCHO CORDOVA	CA	95670-5220	184.23
132272	05700720060000	JOHN J MCCARTHY	10540	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3710	184.28
539006	05803200090000	STEPHEN DEAN	2215	ELMCREST LN		RANCHO CORDOVA	CA	95670-4207	184.36
47251	05802030030000	ROBERT & ALMA R WEBER	10616	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3914	186.70
554458	07602340160000	SERGIO GOMEZ	10118	LA PLACITA DR		RANCHO CORDOVA	CA	95670-3141	191.22
34970	06707300300000	PATRICIA A WILLIAMS	5201	OTTER POND WAY		RANCHO CORDOVA	CA	95742-8161	191.39
464247	05601160030000	ELENOR BENAVIDEZ	2206	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	193.19
15034	06708500350000	VIRGINIA PANLASIGUI	12413	KIBBIE LAKE WAY		RANCHO CORDOVA	CA	95742-7717	196.68
203925	07201650080000	MORGAN BLAKE	2917	GRAYSON WAY		RANCHO CORDOVA	CA	95670-5609	197.00
185587	06704600160000	WILLIAM BERANIA	11856	SPRING WALK WAY		RANCHO CORDOVA	CA	95742-8012	199.88
398518	07203640030000	DIANE DELLAMAGGIORE	10873	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5629	199.88

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48963	07201510130000	MORTGAGE EQUITY TRUST 2011-1	350	HIGHLAND DR		LEWISVILLE	TX	75067-4177	201.40
252846	07702700470000	LISA ANN ALEXANDER	10290	COUNTRYSIDE WAY		SACRAMENTO	CA	95827-2468	206.00
140525	05701730180000	SHARON COXE	2677	BARBERA WAY		RANCHO CORDOVA	CA	95670-3743	218.33
95618	07703210020000	EUGENE B CHIESA	10223	ROCKINGHAM DR		SACRAMENTO	CA	95827-2453	221.23
11074	05800820190000	DEVIN & RAINY BRUCE	2261	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	222.94
34459	07502910030000	ALLEN SCARBROUGH	2418	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3116	231.00
44937	07229800220000	OBAKHTA AHAD	3830	ANNADALE LN		SACRAMENTO	CA	95821-2058	235.47
24955	06708100400000	SUMI HAWK	4071	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7749	235.85
4601	05601530210000	MICHAEL & TAMMIE MARTINEZ	10884	OAKTON WAY		RANCHO CORDOVA	CA	95670-2449	236.13
7159	05805200140000	DANIEL J ALVES	11131	WOODKIRK CT		RANCHO CORDOVA	CA	95670-4273	236.13
25946	07701130170000	STACEY A BASE	10467	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5801	236.13
29805	06705500630000	ALFRED BALBACH	11790	BATTENBURG WAY		RANCHO CORDOVA	CA	95742-8032	236.13
42974	06804410450000	SUSAN & KATIE & KELBY CAMPOS	3241	RUSTICWOOD WAY		SACRAMENTO	CA	95827-2816	236.13
219638	06804340030000	SHEILA LYN MAYES	9808	HEARTWOOD WAY		SACRAMENTO	CA	95827-2813	236.13
148821	05800210080000	LORAN K CALVERT II	10729	ATWOOD DR		RANCHO CORDOVA	CA	95670-4958	236.82
231410	07601610010000	TERRY M WHITE	600	PLATT CIR		EL DORADO HILLS	CA	95762-7301	239.73
205204	07201720300000	GLENDA SMITH	2933	WESTON WAY		RANCHO CORDOVA	CA	95670-5524	240.05
624547	07223700420000	LESLIE SILVA	10734	ROBOLA WAY		RANCHO CORDOVA	CA	95670-6941	240.60
16374	07701710030000	SCOTT MORRIS	10417	MILLS TOWER DR		RANCHO CORDOVA	CA	95670-5414	241.76
126088	07213400170000	SUREN CHAMICHVAN	3442	DIXIELAND WAY		RANCHO CORDOVA	CA	95670-7334	243.55
532089	07602120070000	ISAIAS PENA JR	10845	NESTLENOOK CIR		MATHER	CA	95655-3079	243.56
23628	07703100240000	TATYANA TURANSKAYA	3301	GLENMOOR DR		SACRAMENTO	CA	95827-2434	246.89
556352	05801810160000	MARSHA ROBINSON	10889	WALNUTWOOD WAY		RANCHO CORDOVA	CA	95670-5144	247.71
445515	05800420060000	BRIAN KINDSVATER	10820	GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4947	247.89
554671	05600920120000	RONALD FAULL	10515	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250	248.48
123467	05602040090000	DONALD PERKINS	6101	FAIR OAKS BLVD		RANCHO CORDOVA	CA	95670-2461	250.69
14900	06705000130000	EVELYN & EUSEBIO PIMENTEL	11859	FIRE AGATE WAY		RANCHO CORDOVA	CA	95742-8068	251.41
36672	05803200070000	VENESSA BELL	2212	SUNDALE DR		RANCHO CORDOVA	CA	95670-4237	253.61
3952	07229700700000	JOSH BALLARD	3158	FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258	256.36
34470	05700740070000	MICHAEL HUFFSTUTLER	10558	MALVASIA DR		RANCHO CORDOVA	CA	95670-3747	259.74
119	07702310020000	LISA ZOLFARELLI	3133	CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5708	262.95
30170	05703130060000	TIFFANY AUBEL	2609	LUVETA WAY		RANCHO CORDOVA	CA	95670-4914	263.51
185940	05801630050000	STACEY ROSAS	2351	SABINE WAY		RANCHO CORDOVA	CA	95670-3945	265.16
97596	07702900420000	WILLYPH MAULIT	3108	HOGARTH DR		SACRAMENTO	CA	95827-2344	265.96
114815	05600960010000	JAMES M GONZALES	1108	CHANSOLOR AVE		RICHMOND	CA	94801-3546	266.95
422296	05804500040000	JON MELENDREZ	11003	AUTUMNWIND LN		RANCHO CORDOVA	CA	95670-4205	269.13
17819	06803700260000	MATTHEW JRIYASETATONG	9901	BURLINE ST		SACRAMENTO	CA	95827-3513	276.93
148247	05703110150000	SUE A BOURNE-KENT	2406	CARIEL CT		RANCHO CORDOVA	CA	95670-4924	278.29
627945	07223700060000	LINDA HERNANDEZ	3521	CAP ROCK WAY		RANCHO CORDOVA	CA	95670-6954	286.86
116918	05601320100000	HUBERT J HURLEY	4471	RATTLESNAKE BAR RD		PILOT HILL	CA	95664-9604	287.63
25061	06708200540000	YOUNG CHOY	12325	IMPERIAL HWY		NORWALK	CA	90650-8304	288.16
10956	06803700710000	JOHN YOUNG	3605	GOLDEN EAGLE WAY		SACRAMENTO	CA	95827-3518	293.00
248277	07701520120000	TERESA R WHITE	10253	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5825	293.41
242249	07700920030000	TONI M HENDRIX & MASON ANDERSON	3030	RAMSGATE WAY		RANCHO CORDOVA	CA	95670-5327	308.92
395408	07602340070000	JESUS BARBA	4039	CUYAMACA CIR		RANCHO CORDOVA	CA	95742-7716	309.82

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Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code	Total
15532	06706700620000	REGINA CENICEROS	5413	JADE SPRINGS WAY		RANCHO CORDOVA	CA	95742	309.99
33073	07602410100000	NADIA FARACI	10109	MAJO CT		RANCHO CORDOVA	CA	95670-3142	309.99
121719	05601830020000	LEEON JOHNSON	8241	SUMMERPLACE DR		CITRUS HEIGHTS	CA	95621-1059	309.99
133367	05700920130000	CASEY PLOGHOFT	2620	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3614	309.99
179291	06704501000000	JOEL YOUNG		PO BOX 2551		SHOW LOW	AZ	85902-2551	309.99
181363	05801160120000	VICTOR WORTMAN	2515	MCGREGOR DR		RANCHO CORDOVA	CA	95670-5128	309.99
11469	06706300290000	KEVIN & KELLY SENA	4370	MALANA WAY		RANCHO CORDOVA	CA	95742-8059	311.47
228419	07601460020000	LAURA D ROGERS		PO BOX 1356		GALT	CA	95632-1356	311.50
132987	05700830020000	KIMBERLEE MARSHALL	2541	MOSCANO WAY		RANCHO CORDOVA	CA	95670-3820	311.51
239704	07700730010000	ROBERT CRABTREE	3156	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5346	311.51
577936	06804410020000	RAYMOND MARTINEZ	3228	ALTAWOOD CT		SACRAMENTO	CA	95827-2842	312.11
109927	05601740070000	MATTHEW JACOBSMEYER	2159	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2462	313.88
587825	07203200390000	PAMALA AIKEN	2901	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	315.31
24495	07701140030000	JASON S KILLIP	3233	CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5836	315.51
84591	05801901400000	GUSTAVO VILLANUEVA	10645	BISCAP WAY		RANCHO CORDOVA	CA	95670-3959	317.75
222954	06804730030000	DEBRA M NELSON	3256	EXPLORER DR		SACRAMENTO	CA	95827-2809	318.63
432154	07506800730000	ROBERT L TRUJILLO	2621	TIERRA GRANDE CIR		SACRAMENTO	CA	95827-1412	321.89
121479	05601810020000	JEFFREY FAULK	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	324.40
2013	07201520200000	DIANE FAULK	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	324.54
31704	06706000140000	KRISTI & CARLOS WELLS	11737	CORINO WAY		RANCHO CORDOVA	CA	95742-8033	326.44
23539	05602700320000	RYAN HAYES	2205	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2222	326.74
44118	07701710170000	QUICKSTREAM INC	1420	E ROSEVILLE PKWY	STE 140195	ROSEVILLE	CA	95661-3078	327.29
22394	07507200180000	SHELIA STERN	10015	KINGFISHER WAY		RANCHO CORDOVA	CA	95670-3190	331.22
37754	05602030220000	JENNIFER A JOHNSON	10632	COLISEUM WAY		RANCHO CORDOVA	CA	95670-2407	331.46
205928	07201920110000	CARL R LOSER	10522	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5519	332.86
5541	06708000910000	JOAN MCLAIN	12236	HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762	337.69
137677	05701610140000	BARBARA DOUGLAS	2637	FURMINT WAY		RANCHO CORDOVA	CA	95670-3621	339.81
16940	06801530010000	ALLA NAUMOV	3504	GEMINI WAY		SACRAMENTO	CA	95827-2926	341.41
13907	07701110030000	AAK INVESTMENTS INC	6020	FAIR OAKS BLVD		CARMICHAEL	CA	95608-4817	349.23
119029	05601350020000	RERDSODSAI WARAIPORN	2047	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2434	350.06
563523	05804000470000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	351.37
32465	05702030090000	KEVIN RIVERS	2634	RIESLING WAY		RANCHO CORDOVA	CA	95670-4821	353.81
43966	06705800040000	JIHUA LIU & HONGBO YANG	12003	ERATO CIR		RANCHO CORDOVA	CA	95742-8087	355.55
45424	07701310120000	NORCAIR CORP	8733	NORTHAM DR		ANTELOPE	CA	95843-5452	364.88
58867	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973	372.38
58875	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973	372.38
191692	05801010060000	LESLIE SANDERSON	2364	PINTURO WAY		RANCHO CORDOVA	CA	95670-5247	372.92
10636	07602410060000	LESANDRO LARA	2438	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3158	376.50
104508	05603850110000	HERSCHEL MEREDITH	11048	NEW RIVER CIR		RANCHO CORDOVA	CA	95670-2730	379.09
7610	05801910110000	RAYMOND HERRERA	10657	BISCAY WAY		RANCHO CORDOVA	CA	95670-3959	380.08
140835	05701840040000	TRENTON GLASS	2520	CABERNET WAY		RANCHO CORDOVA	CA	95670-4909	382.46
36720	07601820040000	ERNESTO PAZ	2688	ELLENBROOK DR		RANCHO CORDOVA	CA	95670-3541	391.26
44212	07506900420000	SACRAMENTO DELTA PROPERTY MGMT	2717	TIFFANY WEST WAY		SACRAMENTO	CA	95827-1427	391.26
219603	06804330280000	SILFREDO HERNANDEZ	3336	VIRGO ST		SACRAMENTO	CA	95827-2839	392.73
65946	058039000510002	LELAND CLARK	2358	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4277	392.75

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572947	07701220020000	BILL LUCE	10404	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5802	394.46
19575	06803700300000	MARCELL ALADO	9947	PALM GROVE DR		SACRAMENTO	CA	95827-3532	395.27
228621	07601470080000	JOHN V PALMER		PO BOX 2524		RANCHO CORDOVA	CA	95741-2524	395.77
167734	06705601050000	ALBERTO ODOR	11759	ARETE WAY		RANCHO CORDOVA	CA	95742-8045	395.83
73289	05804200120000	PAMELA HILL MON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	398.16
25552	06704900440000	DESIREE S DORANTES	4205	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8024	399.22
620679	07220900750000	ARVIND VENAGOPAL	3212	BALADA WAY		RANCHO CORDOVA	CA	95670-6922	399.22
398464	05601510010000	JOSEPH NORRIS	1900	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2433	400.00
28030	05801920160000	ANSEL J ROBINSON	10653	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3913	402.28
40030	07229902490000	BANK OF AMERICA	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	404.80
69419	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	409.37
5938	07203100350000	CHRISTINE BATEY	2957	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5637	409.93
28099	06801340010000	JAMES B THOMAS	3423	JUPITER DR		SACRAMENTO	CA	95827-2965	413.54
40064	05702010110000	DEEPAK PRAKASH & MOREEN PRASAD	2716	ZINFADEL DR		RANCHO CORDOVA	CA	95670-4827	413.54
210302	05602500110000	JOSE M LOPEZ	5251	GLIDE DR	APT 5	DAVIS	CA	95618-4478	413.54
28752	06800740030000	ERIC WESTBROOK	3431	EXPLORER DR		SACRAMENTO	CA	95827-2955	414.95
535680	06804350140000	SHARON JACKSON	9825	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	415.20
39977	06704500920000	GRACE MUNGATI	11773	LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051	416.02
10198	07213500460000	DEBRA DIANO	10794	BASIE WAY		RANCHO CORDOVA	CA	95670-7325	416.07
7479	07700660080000	MATTHEW A HANSON	3028	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5331	417.70
40315	05602800740000	MARY GARCIA	11184	KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2909	420.59
23420	06708000220000	JONATHAN SHARP	627	140TH AVE NE		BELLEVUE	WA	98005-4719	421.11
185016	05801330030000	MARK FEIST	2606	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5113	422.17
4668	07701040080000	PATTY BARBA	3017	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5320	424.55
23477	06708000800000	PAUL COLOMBO	4176	CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765	426.18
16728	06801110030000	ROSS SUTHERLIN	3312	JUPITER DR		SACRAMENTO	CA	95827-2928	427.48
29862	06706700140000	JOE READYE	11883	STONE OAKS CT		RANCHO CORDOVA	CA	95742-8134	427.48
16021	07226000770000	DARELL SPENCE	2343	52ND AVE		SACRAMENTO	CA	95822-3930	430.73
32906	05800510030000	BANK OF NY SERIES	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	431.26
7978	05702850140000	CHERYL KEITH	2442	ARAMON DR		RANCHO CORDOVA	CA	95670-3852	431.57
100169	05603100490000	JAMES DAVIES	10063	KERN RIVER CT		RANCHO CORDOVA	CA	95670-2711	434.31
40918	06708600660000	RONALD DICKSON	12324	PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7735	435.11
21163	06706800130000	THELMA CASH	6971	MITCHLEN CT		SLOUGH HOUSE	CA	95683-9600	435.67
219778	06804350050000	ROGER THORN	9816	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807	436.18
2890	05801220100000	JOHN MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	441.24
91865	07702500180000	RENEE AN LU	10113	MONTE VALLO CT		SACRAMENTO	CA	95827-2469	441.24
142122	05701910060000	JOHN MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	441.24
185375	05801450160000	IDA F STRINGFELLOW	2271	WHISTLER WAY		RANCHO CORDOVA	CA	95670-3964	441.24
189894	05601160040000	MARY E MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	441.24
219782	06804350060000	MICHAEL R ANDREW	9820	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807	441.24
23615	05802210210000	AUBREY JACOBSEN	10646	AUDUBON WAY		RANCHO CORDOVA	CA	95670-3908	441.91
458323	05700610010000	SCOTT FAIRBROTHER	10463	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	444.19
615159	07703240100000	JOSE GUTIERREZ	3312	NUT PLAINS DR		SACRAMENTO	CA	95827-2441	444.43
210336	07600910170000	NOREEN JAMES	10323	DOYLE WAY		RANCHO CORDOVA	CA	95670-2011	444.92
195412	06706100160000	ANGELA SLAUGHTER	4463	MALANA CT		RANCHO CORDOVA	CA	95742-8060	445.79

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485014	07600520020000	JOHN GARCIA	2208	RHODA WAY		RANCHO CORDOVA	CA	95670-2029	446.71
106092	05604000790000	BELGIN VANDERPLOEG	26431	CROWN VALLEY PKWY		MISSION VIEJO	CA	92691-6360	446.95
34013	07700740040000	ISMAEL AGUILAR	3062	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5348	446.96
40411	07601640360000	CAYMUS CAP RENTAL FUND I LLC	2613	EL CINO CT		RANCHO CORDOVA	CA	95670-3303	454.48
132817	05700810080000	BOB WAGG	10644	CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844	455.15
70375	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025	455.98
70391	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025	455.98
238615	07602700070000	PATRICIA M SMITH		PO BOX 1406		RANCHO CORDOVA	CA	95741-1406	461.31
82421	07223900050000	REBECCA KRAMER	3351	TUALATIN WAY		RANCHO CORDOVA	CA	95670-6957	465.21
28439	06801520150000	MAISHA L WEARY	3549	GEMINI WAY		SACRAMENTO	CA	95827-2964	466.96
17011	05601950100000	SENG KHANTIVONG	32	HOLLAND AVE		WOONSOCKET	RI	02895-3710	468.28
16786	06803660280000	JAMES & TASHANA OGDEN	9923	OLD PLACERVILLE RD		SACRAMENTO	CA	95827-3531	469.02
19577	06803620030000	ERIC E ATKINSON	3528	ASTRAL DR		SACRAMENTO	CA	95827-3540	471.58
30081	05702030010000	CYNTHIA BLUST	2600	RIESLING WAY		RANCHO CORDOVA	CA	95670-4821	471.58
37921	05603100070000	PAUL SALTSMAN/MONICA CAMILLERI	2216	BROAD RIVER CT		RANCHO CORDOVA	CA	95670-2702	471.58
113986	06705501160000	HERMILINA SANNADAN	163	SANTA CRUZ AVE		DALY CITY	CA	94014-1051	471.58
121269	06704500620000	STASI DIAVATIS	11774	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	471.58
35313	07221000360000	KHUSHWINDER S WARRING	3640	SUNRISE PINES DR		SACRAMENTO	CA	95827-2953	472.79
537848	05602800770000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	473.27
12190	05700920060000	CHRIS REDMON	2524	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3634	473.29
33157	06803500160000	JOANNE DRUHE	3312	CHERTSEY CT		SACRAMENTO	CA	95827-2308	483.16
423009	06804330070000	ESTHER TOLENSKA	9824	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2829	485.50
219335	06804200800000	LARRY W RUSHING	3332	FELTHAM WAY		SACRAMENTO	CA	95827-2314	487.28
636329	07224000040000	MONA PRIBADI	1816	MONTECITO WAY		BURLINGAME	CA	94010-5740	489.07
69402	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	489.13
12357	07703700190000	JAMES WILL AVERY	3488	MISTY MORNING CIR		SACRAMENTO	CA	95827-3054	490.51
590503	05801050110000	DAVID BEAL-WEAVERING	2373	BENITA DR		RANCHO CORDOVA	CA	95670-5243	492.80
33889	06708500540000	HONEY SPANJIAN	4008	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7748	493.61
568673	06803640430000	KAREN J LEARDINDI	9910	PALM GROVE DR		SACRAMENTO	CA	95827-3533	493.97
21110	06800720340000	SHARON MARTIN	9909	ARIES WAY		SACRAMENTO	CA	95827-2901	496.29
497099	07502020010000	DANIEL MEDEIROS	2401	EL PAVO WAY		RANCHO CORDOVA	CA	95670-3131	499.43
33445	06708600010000	SEAN BANKS	4185	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7752	501.42
22563	06709200890000	MICHELE KOEHLER	3929	ARISTOTLE CIR		RANCHO CORDOVA	CA	95742-8105	502.99
132626	05700730390000	RICKEY M BONNER	10569	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	504.97
223391	07600540080000	SHERLI J CAHOON	2225	MAXINE WAY		RANCHO CORDOVA	CA	95670-2018	504.97
219371	06804200860000	OANH NGUYEN	3308	FELTHAM WAY		SACRAMENTO	CA	95827-2314	506.55
639916	07701450110000	SHARON JACKSON	9825	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	506.85
389391	07702210110000	ERNESTO VELAZQUEZ		PO BOX 2756		FAIR OAKS	CA	95628-9406	507.66
60320	07701610120000	EMMANUEL MENSAH	10537	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	508.02
119183	05601430040000	FIDEL VAZQUEZ	10804	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2430	508.76
132129	05700910070000	WAYNE E KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	509.29
518043	05800610060000	ABGAR SARKISIAN	2248	BENITA DR		RANCHO CORDOVA	CA	95670-4009	509.67
112000	05600420010000	TRUST OF CALAY	2200	WOOD CLIFF WAY		RANCHO CORDOVA	CA	95670-2241	509.83
95967	07703240200000	CHARLIE M WARD	3343	HARTSELLE WAY		SACRAMENTO	CA	95827-2449	509.91
146017	05702640060000	JAMES HERD	251	ASHBURY ST	APT 4	SAN FRANCISCO	CA	94117-2002	509.97

AGENDA ITEM 9.3

City of Rancho Cordova
Residential Refuse Delinquencies
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Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code	Total
203881	07201650020000	STEVEN WASHABAUGH	10600	OLSON DR		RANCHO CORDOVA	CA	95670-5620	509.97
405289	06805150060000	CONNIE GREKOFF	9738	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2723	509.97
531939	07213500680000	DAVID GIN	10706	BASIE WAY		RANCHO CORDOVA	CA	95670-7317	509.97
21601	05600420120000	GEORGE AZEVEDO	2158	DANBURY WAY		RANCHO CORDOVA	CA	95670-2270	510.15
10635	06706400450000	GREGORY HAMPTON	11844	DELAVAN CIR		RANCHO CORDOVA	CA	95742-8061	510.34
153397	05800730050000	KALATRI M CAISE	2325	PINTURO WAY		RANCHO CORDOVA	CA	95670-5229	510.34
10596	07601010220000	HAL BLAKELY	4409	FAIR OAKS BLVD		SACRAMENTO	CA	95864-5333	510.44
181875	06705000180000	ANDRE & VONETTA HUDDLESTON	11879	FIRE AGATE WAY		RANCHO CORDOVA	CA	95742-8068	516.18
247385	06800920010000	CHRISTINA SCALES	9916	REDSTONE DR		SACRAMENTO	CA	95827-3502	516.18
29640	05601120060000	ALICE K MATTAR	2125	DANBURY WAY		RANCHO CORDOVA	CA	95670-2206	516.64
38621	05800460060000	CAROL WILLIAMS	2601	MCGREGOR DR		RANCHO CORDOVA	CA	95670-5130	517.21
43020	06706600310000	CHU QUYUE & DEMING XIAO	4141	ARAGON WAY		RANCHO CORDOVA	CA	95742-8007	522.43
156770	05804700230000	MICHAEL J FARLEY	11053	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5256	526.94
144357	05702330050000	KENNETH L HAINES	2712	BARBERA WAY		RANCHO CORDOVA	CA	95670-4805	530.76
203253	07201520040000	KENNETH BLAND	10512	GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511	534.19
248348	07701520230000	NELLIE PEREZ	3247	CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5835	535.58
130178	05700410110000	ANTHONY L WARNKE	10601	LAMBRUSCA DR		RANCHO CORDOVA	CA	95670-3815	543.88
641864	07223700520000	MARIA MERCADO	10714	BYINGTON WAY		RANCHO CORDOVA	CA	95670-6940	546.05
622123	07222200310000	GREGORY WOLPERT	3341	BALADA WAY		RANCHO CORDOVA	CA	95670-6942	546.47
67801	07500530050000	JODY K RASMUSSEN	115	KASEBERG DR		ROSEVILLE	CA	95678-1104	546.63
67828	07500530050000	JODY K RASMUSSEN	115	KASEBERG DR		ROSEVILLE	CA	95678-1104	546.63
16068	07229901110000	MICHELLE ROSS	3114	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6260	551.39
160093	07224700040000	GALINA CHAPLYGINA	3559	RIOJO WAY		RANCHO CORDOVA	CA	95670-6966	552.62
41818	06706900690000	MICHELLE SURACE	5121	HEATHER RANCH WAY		RANCHO CORDOVA	CA	95742-8116	552.67
37821	07702700380000	KENNY LEE/PDV TRUST	10238	COUNTRYSIDE WAY		SACRAMENTO	CA	95827-2468	553.21
233612	07601910150000	SALVADOR P BAUTISTA	10357	MALAGA WAY		RANCHO CORDOVA	CA	95670-3550	554.42
39064	06801420390000	NATIONSTAR MTG LLC	350	HIGHLAND DR		LEWISVILLE	TX	75067-4177	554.54
20654	07702800510000	ARTEM MKRTCHYAN	1315	W GLENOAKS BLVD		GLENDALE	CA	91201-2203	555.78
27605	07703800010000	ALISON BAKER	3633	MADDIEWOOD CIR		SACRAMENTO	CA	95827-3066	562.70
613638	05604100100000	TRUST OF MULBROW	11137	TEXAS RIVER CT		RANCHO CORDOVA	CA	95670-2819	564.45
136109	05701040120000	ANNE H MATTHEWS	2541	FURMINT WAY		RANCHO CORDOVA	CA	95670-3619	571.17
638648	06803460230000	DEMETRIUS BELLAMY	5050	LAGUNA BLVD	STE 112-555	ELK GROVE	CA	95758-4151	571.26
349880	05602700100000	WAYNE FLUKE	2222	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223	573.40
221246	06804410070000	JULIET MEIGHAN	3208	ALTAWOOD CT		SACRAMENTO	CA	95827-2842	573.40
11500	07700620010000	DALE A & LORI A BUNNER	2738	SUNRISE DR		MEADOW VISTA	CA	95722-9476	573.83
26514	07700640110000	RAYMUNDO HARO	3016	BLACKPOOL WAY		RANCHO CORDOVA	CA	95670-5308	582.08
32326	07702100190000	COREY BELL	10452	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	582.08
224342	06804800520000	HEIDI M CHAPMAN	9942	BEXLEY DR		SACRAMENTO	CA	95827-2335	582.08
23068	06706700280000	ELAINA FRANCK	620	SIDNIE ST	STE D	UKIAH	CA	95482-4097	582.13
34466	06706300150000	TISA KELLEY	4413	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054	582.13
44177	07506900380000	JENNIFER NOBLE		PO BOX 338		ROSEVILLE	CA	95661-0338	583.12
646971	07223700670000	RAZA TOUHIDUR	3601	AMICI CT		RANCHO CORDOVA	CA	95670-6955	584.26
556663	07502430020000	BETTY KRAUS	2274	LA GRAMA DR		RANCHO CORDOVA	CA	95670-3155	586.22
28212	05802210140000	JOHN ELLIS	10607	VIANI WAY		RANCHO CORDOVA	CA	95670-3934	586.65
11321	07202010040000	TOMI STINSON-AREVALO	415	GRANT ST	APT 508	OCEANSIDE	CA	92054-3343	586.87

AGENDA ITEM 9.3

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537267	05804300480000	MARCIO GUILLEN	11008	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5216	586.91
211344	07203620020000	JOSIAH L EARLES	10815	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5623	587.52
219240	06804200650000	WILLIE VAUGHN	3320	HOGARTH DR		SACRAMENTO	CA	95827-2341	587.52
592315	05602040040000	KEITH BURKHARDT	4740	CAMELLIA RD		FAIR OAKS	CA	95628-5523	587.83
158998	06704800090000	CANDACE NUNEZ	4171	TULIP PARK WAY		RANCHO CORDOVA	CA	95742-8010	589.43
199395	07201310010000	GARY L KEREKES	10425	MILLS TOWER DR		RANCHO CORDOVA	CA	95670-5414	589.63
108581	05604270030000	RUSSELL E BISHOP	10441	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2256	589.89
556648	05700530110000	CHARLES HOWARD	10436	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3641	590.03
933	06707700080000	LIONEL GALLOWAY	4310	MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098	590.27
26622	06804200830000	PATRICK KELLY	3320	FELTHAM WAY		SACRAMENTO	CA	95827-2314	590.27
112848	05600720160000	HARRY LATCHFORD	8232	CITADEL WAY		SACRAMENTO	CA	95826-2920	590.59
571925	05600630080000	SUSAN DEGITZ	6152	DOLLY VARDEN LN		POLLOCK PINES	CA	95726-9406	590.59
199324	05803800080000	RICHARD BROWN	2260	WINDWARD LN		RANCHO CORDOVA	CA	95670-4220	590.86
222261	06804530120000	CHRISTINE PETTIS	9801	CULP WAY		SACRAMENTO	CA	95827-3515	591.72
209693	07203200530000	ROBERT WIMBERLY	600	HENDREN ST		PHILADELPHIA	PA	19128-1011	596.47
210342	06803500250000	WILLIAM WARE	3308	ROMFORD WAY		SACRAMENTO	CA	95827-2320	596.47
569601	05700520010000	JIM LEDESMA	10284	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	596.87
201654	07201310120000	TRAVICE J FITCH	9066	GLENDEEN WAY		SACRAMENTO	CA	95826-5512	597.55
215111	06704900160000	MICHAEL OFFIAH	4228	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	597.55
112419	05600610250000	MICHAEL R VILLA	10455	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2279	599.73
114216	05600820030000	BERNARD JACOBS	10482	ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230	599.73
1077635	05601320140000	DAVID LEAL	2071	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2453	599.78
4239	05601010200000	HOWARD ALEXANDER	10701	PRINCETON PIKE		PINE BLUFF	AR	71602-8549	599.91
27307	07700710060000	CANDISE M JOSEY	2939	BETLEN CT		RANCHO CORDOVA	CA	95670-5302	599.91
102754	05603700300000	LINDA EDWARDS		PO BOX 1772		FAIR OAKS	CA	95628-1772	600.55
222037	06804520130000	DANIEL RAMIREZ	3530	DAVELAR CT		SACRAMENTO	CA	95827-3517	600.90
11704	05700710100000	STEVE SIDNEY		PO BOX 231764		SACRAMENTO	CA	95823-0412	600.99
19585	07701510050000	ALEJANDRO F GUERRERO	748	SAINT JAMES CT		GALT	CA	95632-8154	600.99
136972	05701420030000	LARRY R HODGE	2644	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3642	600.99
531080	07501510300000	LUCY HARRIS		PO BOX 292082		SACRAMENTO	CA	95829-2082	600.99
593702	05602900160000	MIKE DOUGL PORTER	105	MANNOCK CT		FOLSOM	CA	95630-8612	600.99
347781	07702900030000	RIVERA MARTIN	3145	HOGARTH DR		SACRAMENTO	CA	95827-2343	601.04
137270	05701450100000	MARK RODRIGUEZ	10436	MALAGA WAY		RANCHO CORDOVA	CA	95670-3608	601.07
244554	06800710150000	RON C NEWSUM	9957	NEBULA WAY		SACRAMENTO	CA	95827-2913	601.15
93311	07702500810000	RONALD C ADDISON	3232	SMITHLEE DR		SACRAMENTO	CA	95827-2471	601.76
433097	06803500050000	ORAWAN SYNHORST	10033	BEXLEY DR		SACRAMENTO	CA	95827-2301	601.76
75127	07701660070000	JUDY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	601.98
428	07700710040000	ROBIN SMITH	2943	BETLEN CT		RANCHO CORDOVA	CA	95670-5302	602.07
233765	07602010010000	JAMES R HOPKINS	2700	PASEO DR		RANCHO CORDOVA	CA	95670-3435	602.07
116955	07224700480000	DAMAILI SMOTHER	3573	ENVERO WAY		RANCHO CORDOVA	CA	95670-6961	602.12
93012	07702500390000	ANN HUDDLESTON	4000	THORNHILL DR		SACRAMENTO	CA	95826-5037	602.14
189048	05801920230000	CARRIE BARBIER		PO BOX 165		ROSEVILLE	CA	95661-0165	602.14
112004	05600420020000	TRUST OF CALAY	2200	WOODCLIFF WAY		RANCHO CORDOVA	CA	95670-2241	602.28
601836	05700520120000	JENNIFER BOTTOMORE	2512	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3631	602.28
9857	07702900450000	GARRET CHERI RANDALL	10080	BISCANEWOODS WAY		SACRAMENTO	CA	95827-2331	602.31

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252691	07702700240000	ARBIN C KUMAR	3390	OTTER CT		HAYWARD	CA	94542-2616	602.31
18411	07229700560000	JASON KANG	10927	OAKHAM DR		RANCHO CORDOVA	CA	95670-6262	602.36
27511	06705900350000	WEI & JUISHAN CHENG	12028	MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084	602.36
221269	06804410110000	THOMAS LEE BINNS	3209	ALTAWOOD CT		SACRAMENTO	CA	95827-2830	602.36
246879	07701410040000	KARAPET ELBAKYAN	3220	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5815	602.36
389295	07602430130000	KELLI KAUFFROATH	2445	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	602.36
8601	07602520190000	BRAD NIBBELINK	109	MOSSGLEN CIR		SACRAMENTO	CA	95826-1724	602.38
102433	05603600600000	MICHAEL K JOHNSON	11105	MOOSE RIVER CT		RANCHO CORDOVA	CA	95670-2960	602.38
153483	05800730190000	EVAN N RODRIGUEZ	2328	SONATA DR		RANCHO CORDOVA	CA	95670-5234	602.38
362842	05702860010000	GREGORY CAMPION	2404	NEGRARA WAY		RANCHO CORDOVA	CA	95670-3823	602.38
555365	06804720350000	CHONG M CHON	3244	PEGASUS WAY		SACRAMENTO	CA	95827-2348	602.38
597592	05603910300000	TRUST OF DRIMMER	11058	MAMMOTH RIVER CT		RANCHO CORDOVA	CA	95670-2828	602.38
11661	07601640330000	ERIN PLETCHER	2621	LA LOMA DR		RANCHO CORDOVA	CA	95670-3304	602.42
14206	07202020410000	SHERRIE DAVIS	10542	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5532	602.42
19343	07229701640000	CONSUELO PEREZ	2217	GLENEYRE CT		RANCHO CORDOVA	CA	95670-2312	602.42
68783	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	602.42
112819	05600720110000	TODD MICHAEL RODRIGUEZ	10488	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272	602.42
819	07201720210000	ERIC & DENISE CHAPMAN	2969	WESTON WAY		RANCHO CORDOVA	CA	95670-5563	602.44
1088	06705100960000	EMILY SISNEROZ	11859	APOLON DR		RANCHO CORDOVA	CA	95742-8074	602.44
3130	06804200710000	HSBC BANK USA	931	CORPORATE CENTER DR		POMONA	CA	91768-2642	602.44
4178	06708001020000	BENJAMIN AVILA	12212	CONSERVANCY WAY		RANCHO CORDOVA	CA	95742-7763	602.44
4977	05601820180000	MARK A & BRENDA G SUPER	10664	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	602.44
8335	06801340020000	REBECCA & ROGER HORNER	3417	COMET CT		SACRAMENTO	CA	95827-2924	602.44
10419	06705900570000	ALANA NEWTON	4320	ACCORDIAN WAY		RANCHO CORDOVA	CA	95742-8080	602.44
13377	07703700930000	DONNA J GANGUET	3431	MISTY MORNING CIR		SACRAMENTO	CA	95827-3050	602.44
16131	05801310350000	LEVI VIGNA	2480	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5109	602.44
20422	07702900020000	MICHAEL & MARJORIE KELLEY	3141	HOGARTH DR		SACRAMENTO	CA	95827-2343	602.44
24253	07600650090000	EDWARD CLARK	2305	MORAIN CIR		RANCHO CORDOVA	CA	95670-2020	602.44
58925	06801370100000	SCOTT & SHANN SERRAO	10087	NEBULA WAY		SACRAMENTO	CA	95827-2973	602.44
60996	07701630110000	ELIAS MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461	602.44
61010	07701630110000	ELIAS MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461	602.44
73271	05804200120000	PAMELA HILLMON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	602.44
75119	07701660070000	GRADY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404	602.44
90896	07701620100000	JOSE GARCIA-SANCHEZ	3352	GOULD WAY		SACRAMENTO	CA	95827-2459	602.44
96306	07225200270000	EDWARD REGAN	3300	OSELOT WAY		RANCHO CORDOVA	CA	95670-6979	602.44
100690	05603400320000	KIM GIVENS		PO BOX 162		RANCHO CORDOVA	CA	95741-0162	602.44
105016	07223800090000	REGINALD PASCUAL	3328	TUALATIN WAY		RANCHO CORDOVA	CA	95670-6957	602.44
106514	05603910040000	JOHN TENEYUCA	11008	WABASH RIVER CT		RANCHO CORDOVA	CA	95670-2728	602.44
114494	05600910020000	CHRISTINA LAXTON	2117	FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2214	602.44
116420	05601140030000	PETRILLO HILDEGARD	2134	DANBURY WAY		RANCHO CORDOVA	CA	95670-2207	602.44
119689	05601530060000	JAMES L JOHNSON	10824	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	602.44
121085	05601630070000	TIMOTHY WE MCCANDLESS	2020	MARYVALE WAY		RANCHO CORDOVA	CA	95670-2415	602.44
121833	05601920050000	SHEILA BURNSIDE	10645	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2466	602.44
123703	06704500140000	CORNELIA DOSTY	11761	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	602.44
127983	05602500280000	RICHARD A GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938	602.44

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132672	05700740060000	BRIAN BOOTH	10554	MALVASIA DR		RANCHO CORDOVA	CA	95670-3747	602.44
136394	05701120010000	KEVIN MAY	2518	VERNACCIA CIR		RANCHO CORDOVA	CA	95670-3724	602.44
140060	05701640060000	LORRALEN SILVAS	2694	BARBERA WAY		RANCHO CORDOVA	CA	95670-3742	602.44
163394	05800940010000	ROB DEFEQ	2265	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	602.44
166041	05702720090000	JAMIE MACH	10536	COLOMA RD		RANCHO CORDOVA	CA	95670-2325	602.44
179267	05700920200000	CASEY PLOGHOFT	2620	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3614	602.44
187476	05801920060000	MICHAEL GRAY	10648	BISCAV WAY		RANCHO CORDOVA	CA	95670-3958	602.44
188540	07702800210000	PETER A HARTMAN	11230	GOLD EXPRESS DR	STE 310-395	GOLD RIVER	CA	95670-4484	602.44
189910	07701720190000	WAYNE MONTTOYA	10413	BUENA PLAZA CIR		RANCHO CORDOVA	CA	95670-5403	602.44
191288	05802230170000	ROBERT CHA EDWARDS	2371	CORDOVA LN		RANCHO CORDOVA	CA	95670-3917	602.44
203241	07201520020000	RAED S AWABDEH	10504	GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511	602.44
203313	07201520140000	CRAIG ANDERSON	10521	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5522	602.44
205162	07201720230000	DELBERT TILL	2961	WESTON WAY		RANCHO CORDOVA	CA	95670-5563	602.44
205358	07201740120000	CHERYL A WHITE	2995	HUNT DR		RANCHO CORDOVA	CA	95670-5615	602.44
206565	07601550100000	RUSSELL K WYGAND	2653	GILBERT WAY		RANCHO CORDOVA	CA	95670-3540	602.44
206722	05800420250000	STEVEN BECKER	10817	ALANDALE WAY		RANCHO CORDOVA	CA	95670-5005	602.44
207837	06706601070000	MATTHEW GREENFIELD	7818	SHAREEN WAY		CITRUS HEIGHTS	CA	95610-8703	602.44
219130	06804200460000	TERRANCE R JONES	3309	CAHILL CT		SACRAMENTO	CA	95827-2305	602.44
219889	06804360020000	RICK FISHER	3305	VIRGO ST		SACRAMENTO	CA	95827-2822	602.44
220206	07502910180000	WALTER REED	2534	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3118	602.44
221638	06804440140000	BARRETT G LEVINE	9833	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2806	602.44
224169	06804720220000	JANICE M BURROUGHS	3212	PEGASUS WAY		SACRAMENTO	CA	95827-2318	602.44
224600	06804800040000	PAULINE M DAVILA	3433	CORBIN WAY		SACRAMENTO	CA	95827-2339	602.44
224754	06804920090000	DAVID W PETERSON	10052	BRIANTOWN CT		SACRAMENTO	CA	95827-2945	602.44
229278	06805200490000	ROSEMARIE MITSUKO	3238	SEAL CT		SACRAMENTO	CA	95827-2714	602.44
242827	07701050020000	ROSA L TOLBERT	3009	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5338	602.44
244338	06804540150000	JAMES R FERGUSON	3633	GRANBY DR		SACRAMENTO	CA	95827-3524	602.44
246902	07701420030000	RICHARD DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	602.44
246950	07701420090000	JERRYL N BURGESS	10434	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5817	602.44
248065	07701450040000	LYNN DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	602.44
249115	06801220070000	TERESA ROGERS	9923	METEOR DR		SACRAMENTO	CA	95827-2911	602.44
343320	07203640080000	NANCY L GRAHAM		PO BOX 578		RANCHO CORDOVA	CA	95741-0578	602.44
360102	07203200370000	GARY D DAVIS	2909	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	602.44
398065	07201820060000	JOSE CHAVEZ	2980	WINCHESTER DR		RESCUE	CA	95672-9374	602.44
424333	06804350110000	PAUL ROBBINS	9837	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	602.44
432746	06804800450000	MARIA CATALANO	9908	BEXLEY DR		SACRAMENTO	CA	95827-2335	602.44
458247	07601030170000	LINDA KAEHLER	2527	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3403	602.44
469510	07703700110000	RUTHUS WHITE	3456	MISTY MORNING CIR		SACRAMENTO	CA	95827-3052	602.44
469571	07203610060000	JEFFREY VERBISCIO	10844	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5624	602.44
500321	07701020020000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471	602.44
523348	06803640290000	ANGEL COVARRUBIAS	3609	SARAMENT CT		SACRAMENTO	CA	95827-3534	602.44
528691	05802160160000	CHRIS THOMAS	2321	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3926	602.44
535025	07213400680000	MELISSA WARDELL	10637	BASIE WAY		RANCHO CORDOVA	CA	95670-7315	602.44
548482	07501910030000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471	602.44
555212	05601530120000	KRISTINA JOHNSON	10848	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	602.44

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 27, 2014

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code	Total
556488	07701510120000	VYACHESLAV SHYNGEL	10487	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5840	602.44
556867	05800310030000	P VERNONN	2612	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	602.44
561375	07702210140000	ANTONIO PARRALES	3259	SANBURY CIR		RANCHO CORDOVA	CA	95670-5720	602.44
568332	07602430040000	ROSA RIVAS	2412	EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124	602.44
587627	07600640020000	NICK RUSSELL	2304	MORAINO CIR		RANCHO CORDOVA	CA	95670-2021	602.44
593135	05602800190000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	602.44
597644	05800310020000	JAIME MIRANDA	2606	BETSY WAY		RANCHO CORDOVA	CA	95670-4940	602.44
599832	05601330070000	CRYSTAL L WEBBER	10782	OAKTON WAY		RANCHO CORDOVA	CA	95670-2439	602.44
601424	07602340150000	ROBERT YOUNG	2525	MARTINIO CT		RANCHO CORDOVA	CA	95670-3427	602.44
605922	07601210110000	SHANE AKERS	10381	NEWTON WAY		RANCHO CORDOVA	CA	95670-2054	602.44
608801	07601610050000	KIMBERLY WINSTON	2616	SOBRANTE WAY		RANCHO CORDOVA	CA	95670-3316	602.44
631879	05601120140000	THOMAS KOWALESKI	2131	STARRLYN WAY		RANCHO CORDOVA	CA	95670-2233	602.44
636836	05700910080000	SYLVIA RODRIGUEZ	10260	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	602.44
642649	07201630070000	RANDY OWEN	2928	HUNT DR		RANCHO CORDOVA	CA	95670-5614	602.67
121404	05601740090000	MARY A STALLWORTH	8176	AEDAN CT		SAN DIEGO	CA	92120-1601	604.29
35069	05702850080000	JESSE C PALMER	2424	ARAMON DR		RANCHO CORDOVA	CA	95670-3803	605.45
503010	06800820030000	KARAPET BEKARYAN	3418	VIRGO ST		SACRAMENTO	CA	95827-2841	606.49
223127	07600510010000	JAMES A BAGSHAW	10263	OCTAVIA WAY		RANCHO CORDOVA	CA	95670-2026	606.73
30590	05604240210000	DEUTSCHE BANK NATL TRUST	10473	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2252	606.92
35878	05603810050000	JEFFREY S BIXBY	2225	EAGLE RIVER CT		RANCHO CORDOVA	CA	95670-2831	612.29
28025	06801260050000	CAROLYN THOMAS	10005	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2931	615.34
25126	05701610060000	JOHN HILSKY	2620	RIBIER WAY		RANCHO CORDOVA	CA	95670-3716	616.09
17023	06706200350000	DARLENE M GRAY	2021	E 22ND ST		OAKLAND	CA	94606-4118	616.26
9217	05601970060000	STACIE PETERSON	2040	MCGREGOR DR		RANCHO CORDOVA	CA	95670-2417	616.78
34171	05700730220000	MARK DELGADO & DARA LAMBERT	10557	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	617.76
34650	06804200290000	DARREN CANADY		PO BOX 1347		NORTH HIGHLANDS	CA	95660-1347	628.16
247878	06801120130000	JANIS MAHONE	10067	TERRIER WAY		SACRAMENTO	CA	95827-2940	653.21
36159	06801350170000	JERRIE J SAID SR		PO BOX 277872		SACRAMENTO	CA	95827-7872	659.10
36160	06801350170000	JERRIE J SAID SR		PO BOX 277872		SACRAMENTO	CA	95827-7872	659.10
146913	05703010030000	GARY D YARBER	10575	SEMILLON WAY		RANCHO CORDOVA	CA	95670-3834	661.09
5858	06801520090000	RICHARD TALLEY	9936	ZION WAY		SACRAMENTO	CA	95827-2943	671.35
558433	06805200200000	EBONY ALLEN	3059	EXPLORER DR		SACRAMENTO	CA	95827-2718	674.91
98857	05602800810000	MARK T HOPKINS	3637	EASTERN AVE		SACRAMENTO	CA	95821-3203	678.16
114743	05600920140000	LANI JONES	10511	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250	678.85
153982	05800910020000	KENNETH M KLINE	2304	EL MANTO DR		RANCHO CORDOVA	CA	95670-4106	680.06
205324	07201740070000	GRACE D DINGLER	2965	GRAYSON WAY		RANCHO CORDOVA	CA	95670-5609	680.48
611491	07601730030000	ELENA HARRIS	2670	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3458	681.03
612312	05701610080000	MARIBEL TREJO	2628	RIBIER WAY		RANCHO CORDOVA	CA	95670-3716	682.04
134739	07213400090000	BRETT L ROBINSON		PO BOX 311		RANCHO CORDOVA	CA	95741-0311	684.15
32857	07703240040000	CHRIS FRY	10218	ROCKINGHAM DR		SACRAMENTO	CA	95827-2454	693.36
249174	06801220170000	MARJORIE E GRAY	3347	POLARIS DR		SACRAMENTO	CA	95827-2961	707.64
29229	07601120100000	JULIAN TORRES	3366	ROUTIER RD		SACRAMENTO	CA	95827-2322	709.90
17155	05700610020000	DENISE CRAVEN	10467	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	735.30
11501	05700100440000	KRISTIN MIDAUGH	2365	RUDAT CIR		RANCHO CORDOVA	CA	95670-3947	774.78
163147	05803300180000	SHERRIE FRAZIER	11000	BIANCO WAY		RANCHO CORDOVA	CA	95670-6907	775.07

City of Rancho Cordova
Residential Refuse Delinquencies
as of June 27, 2014

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code	Total
8114	05602040050000	KATHERINE LUI	2225	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2461	779.91
71747	05803900530015	BRIE M BENNETT	11012	COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4231	788.49
585867	07220200280000	JAMES CANNON	10981	PELARA WAY		RANCHO CORDOVA	CA	95670-6911	790.53
144146	05702310020000	GREGORY STEPHENSON	2704	RIBIER WAY		RANCHO CORDOVA	CA	95670-4839	791.11
96844	05602800790000	DIRK C BUCKLEY	11164	KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2909	792.02
625641	05603500400000	BEVERLY FISHER	11130	UTOPIA RIVER CT		RANCHO CORDOVA	CA	95670-2931	792.32
526915	06700300630000	ANGELO TSAKOPOULOS	4290	RANCHO CORDOVA PKWY		RANCHO CORDOVA	CA	95742-8153	792.86
541422	06701330140000	EVELYN GAYFIELD	10370	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3545	793.71
367676	05602800480000	DONALD WROTH	2054	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2913	793.95
485008	06804920270000	JOANN WOOLFOLK	10082	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2971	794.21
167213	06704700520000	KAREN POLLARD	11871	AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009	794.28
35804	07701320210000	ASHLEY TEASLEY	2955	JOERGER ST		RANCHO CORDOVA	CA	95670-5314	794.59
96318	05602800100000	MICHAEL C LEWIS	2049	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2912	794.59
130522	05700510080000	MARGARET KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657	794.67
130628	05700520090000	CHERYL LYN POMEROY	10428	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3602	794.67
1368	06803410060000	TREAVEL L BROOKS	2804	WHITNEY DR		FAIRFIELD	CA	94533-6537	794.70
3924	07229700630000	EMILY BEUTLER	3144	FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258	794.70
9479	06704900170000	RICHARD PATTERSON	4224	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	794.70
10221	05800180050000	LORI WOOD	10636	COLOMA RD		RANCHO CORDOVA	CA	95670-3937	794.70
12073	06708400950000	JENNY TALAVERA	12325	MONTAUK WAY		RANCHO CORDOVA	CA	95742-7724	794.70
28015	06801250040000	FRANKIE LY SINGH	10013	NEBULA WAY		SACRAMENTO	CA	95827-2933	794.70
68791	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	794.70
114218	05600820040000	JEROME P BATTLE	11120	CROOKEN RIVER CT		RANCHO CORDOVA	CA	95670-2833	794.70
127886	05602500120000	RICHARD AL GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938	794.70
156626	05804700010000	GREGORY SC ELZEA	11117	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5254	794.70
158261	07601350140000	KAREN BARBRE	2609	GILBERT WAY		RANCHO CORDOVA	CA	95670-3513	794.70
436349	07201830110000	MICHAEL BROWN	10476	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5521	794.70
534422	05603200260000	REGINALD VELTEN	11230	GOLD EXPRESS DR	STE 310	GOLD RIVER	CA	95670-4484	794.70
629262	07201710080000	BRANDON MORTZ	11809	LOISDALE WAY		RANCHO CORDOVA	CA	957428029	794.70
142379	05702010010000	JOHNNY S WILSON		PO BOX 35		RANCHO CORDOVA	CA	95741-0035	794.79
42387	06705700020000	HELEN SMITH	11826	DIONYSUS WAY		RANCHO CORDOVA	CA	95742-8042	822.95
422058	05701720240000	TRUST OF EDMISTEN	2632	BARBERA WAY		RANCHO CORDOVA	CA	95670-3706	851.79
121152	05601640040000	TRUST OF LUBI	10624	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	862.68
156192	05801130190000	GERALD P WILLIAMS	10823	BERWICK WAY		RANCHO CORDOVA	CA	95670-4935	869.91
245025	07701130090000	MAUDE F BAILEY	10448	HARTFORD CT		RANCHO CORDOVA	CA	95670-5813	960.53
227817	07601310210000	LARRY DAVIS	10301	COLOMA RD		RANCHO CORDOVA	CA	95670-2103	980.94
42935	07225900090000	HOMESTEAD HOLDINGS	10824	OLSON DR	STE 248	RANCHO CORDOVA	CA	95670-5651	987.14
38668	07502910030000	CHARLES L BRECK	2419	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3115	996.30
222658	06804710290000	KRYSTAL WILLIAMS	3245	PEGASUS WAY		SACRAMENTO	CA	95827-2317	1,022.01
42720	07501510190000	BANK OF AMERICA	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	1,060.60
									254,111.38

AGENDA ITEM 9.3

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: SMART AND FINAL CONDITIONAL USE PERMIT AND LETTER OF PUBLIC CONVENIENCE AND NECESSITY FOR OFF-SALE LIQUOR SALES; PROJECT NO. DD8469 – LOCATED AT 2344 SUNRISE BOULEVARD, SUITE 2.

PROPERTY OWNER: Conrad Rivergate, LLC Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: John P. Le Courtney and Le Architects- for Smart and Final LLC 801 South Myrtle Avenue Monrovia, CA 91016
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is seeking a Conditional Use Permit (CUP) to allow the off-sale of beer, wine, and distilled spirits at the new Smart and Final grocery warehouse store located at 2344 Sunrise Boulevard Suite 2. The applicant is also seeking a Letter of Public Convenience and Necessity (PCN) from the City to support their application to the Department of Alcoholic Beverage Control (ABC) for a Type 21 alcohol license. PROJECT NO. DD8469 2344 Sunrise Boulevard 058-0261-027 Matthew Diaz
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RECOMMENDATION

Adopt Resolution 80-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 80-2014 would approve the applicant's request for a Conditional Use Permit (CUP) and a Letter of Public Convenience and Necessity (PCN) to allow the sale of beer, wine, and distilled spirits. This resolution would be forwarded to the Department of Alcoholic Beverage Control (ABC), which would allow the applicant to obtain a license to sell alcohol.

BACKGROUND

On March 12, 2014 the representatives of the Smart and Final grocery store submitted an application to ABC for a Type 21 liquor license (permit #542917). Due to the project 1) being located in an census tract with a higher than average reports of criminal activity and 2) because three other "active" off-sale licenses are in the in census tract 0089.07, ABC determined the approval of the new application may result in an "undue concentration" of alcohol outlets unless a determination can be made that the license would serve public convenience or necessity. Per

government code 23958.4, the determination of “public convenience or necessity” is either made by ABC or by a local governing body, depending on the license type.

In order to prevent “undue concentration,” section 23958.4 of the Alcoholic Beverage Control Act requires further review by the local governing body if any of the following conditions are applicable to a proposed location:

- (1) “The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes ... than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.” (high crime)
- (2) “As to on-sale retail license applications...” (not applicable)
- (3) “As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.” (ratio of licenses to population)

On May 5, 2014 an application for a CUP was submitted for the off-sale of beer, wine, and distilled spirits at the proposed Smart and Final grocery store located at 2344 Sunrise Boulevard (Figure 1).

Since #1 and #3 were applicable to the proposed Smart and Final location, ABC may only issue a license at the direction of the local governing body through the approval of a Public Convenience and Necessity (PCN) request. The City of Rancho Cordova's Municipal Code requires all PCN requests to be reviewed to determine whether the applicant premises are within the appropriate land use designations, have received all required entitlements to permit the type of sale of alcoholic beverages described in the application, and are necessary to serve members of the community.

Since the City of Rancho Cordova requires a Conditional Use Permit (CUP) for the off-sale of alcoholic beverages at the subject site, the approval or denial of the CUP by City Council would constitute the local government's direction regarding the project site's ability to accommodate off-sale liquor license. This land use determination shall be the basis of the PCN determination which would be forwarded to ABC.

Figure 1 – Site Location: Northwest of Zinfandel Drive and Sunrise Boulevard Intersection



ANALYSIS

General Plan Compliance:

The project site is located in the CMU (Commercial Mixed Use) designation of the City's General Plan Sunrise Boulevard North Planning Area (SBNPA). This is the smallest Planning Area of the City and consists of mostly retail, office, and some residential development.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
NWC Sunrise Boulevard (Project Site)	Vacant building adjacent to the new Sportsman's Warehouse	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
North	The northern section of the Rivergate shopping center. More restaurants and retail buildings.	CMU-Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
East	Sunrise Boulevard and Housing	Medium Density Residential (MDR)	MDR (Medium Density Residential)
South	Chevron Gas Station	CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)
West	Existing Office/Storage/ Rental Company	OMU/CMU- Sunrise Boulevard North Planning Area (SBNPA)	CMU (Commercial Mixed Use)

The proposed Smart and Final grocery store will be consistent with the CMU designation and support the surrounding commercial businesses. The CMU encourages a mixture of different retail, grocery, office and restaurant uses and this would be the first grocery warehouse store for the Rivergate shopping center. The applicant anticipates liquor sales will constitute less than two percent of all sales for the grocery store and would allow patrons in the shopping center the option of buying all of their goods (food, household items, liquor, etc.) in one location instead of multiple locations, therefor reducing the trips generated to other areas.

Zoning Compliance:

The project site is zoned Commercial Mixed-Use (CMU) which allows for a wide range of commercial development and is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. Although a Smart and Final grocery store is allowed by-right; alcoholic beverage "off-site" sales is subject to a Conditional Use Permit (CUP) per zoning code 23.313.030. As discussed in the General Plan section above, liquor sales will be a minimal part to the Smart and Final grocery stores services. Planning staff and the Police Department have reviewed the proposed liquor sales and proposed conditions of approval to help mitigate any conflicts from increased liquor sale. Such conditions include keeping all spirits in a locked display, inclusion of a security system, automatic locking rear doors, and outdoor lighting for pedestrian areas.

Other Code Compliance:

Rancho Cordova Municipal Code Chapter 4.60 regulates the issuance of "letters of public convenience" and outlines a process by which a variety of Departments and Agencies (including Police, Building, Finance, Planning, Sacramento County Environmental Health, and Economic

Development) review applications for “letters of public convenience.” Application review considers current and past problems at the location, including criminal activity, building code violations, business license renewal, zoning approval, health violations, zoning enforcement, and complaints to the Department of Alcoholic Beverage Control. Each department reviews the application and can recommend denial of the application based on problems with the site.

As noted within the General Plan and Zoning Code analysis above, the Smart and Final grocery store is an encouraged use within the Rivergate shopping center, and an increase in alcohol sales would present a public convenience due to the fact this would be the first grocery store for the center and could reduce trips for patrons by providing more goods in one location. As shown on Figure 2 and Table 2 below, there are approximately 16 other establishment in the surrounding three census tracts that provide “off-site” liquor sales. The project site is in census tract 89.07 which currently has three active licenses.

Figure 2: Census Tract Map

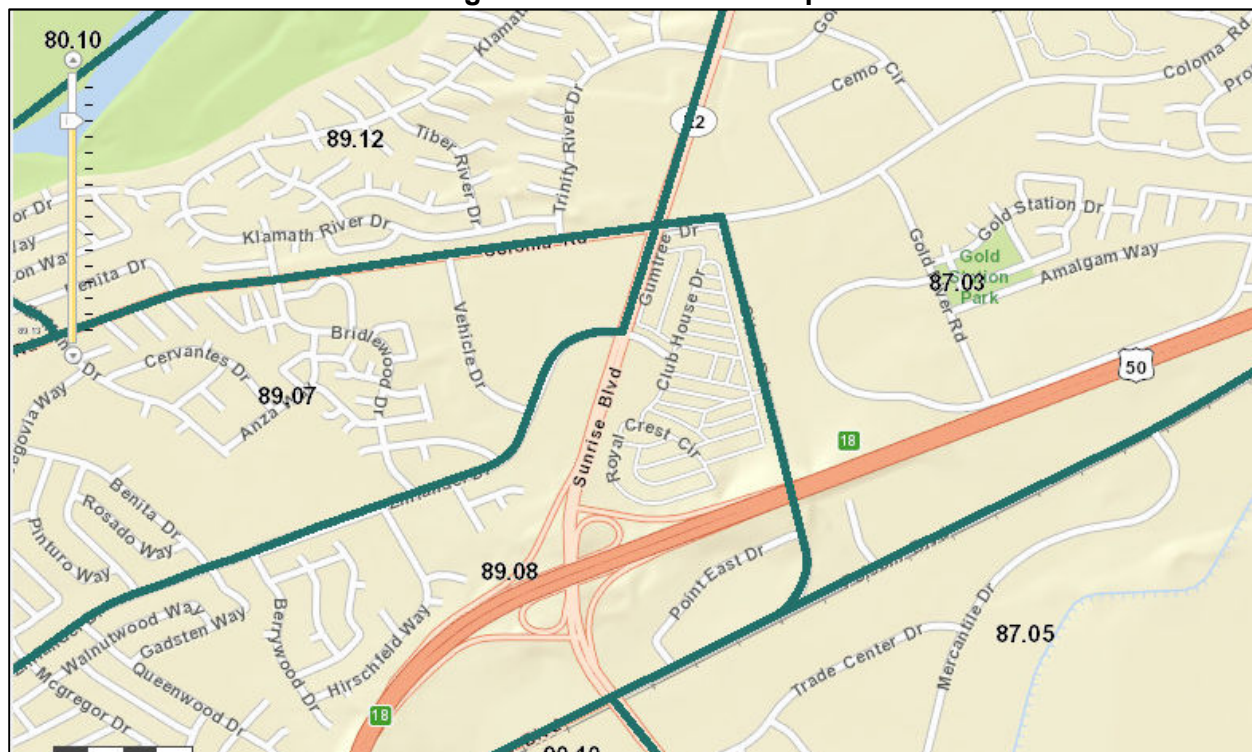


Table 2: All Active “Off-Sale” Licenses within the Adjacent Area

#	License Number	Status	License type	Issue Date	Expiration Date	Address	Business Name
Permits within Census Tract 89.07 (project area)							
1	341208	ACTIVE	21	6/8/1998	5/31/2015	CHEVRON STATIONS INC 2358 SUNRISE BLVD	CHEVRON STATION
2	410873	ACTIVE	21	3/18/2004	12/31/2014	CHATHA, PARAMJEET KAUR 2351 VEHICLE DR	7 STOP FOOD MART

#	License Number	Status	License type	Issue Date	Expiration Date	Address	Business Name
3	521566	ACTIVE	21	7/6/2012 9:55:34 AM	6/30/2014	BADESHA, DARBARA SINGH 11082 COLOMA RD, STE A1	COLOMA FOOD AND LIQUOR
Permits within Census Tract 87.03 (east of project site)							
1	282856	ACTIVE	21	11/18/1993	10/31/2014	BEL AIR MART 2155 GOLDEN CENTRE LN GOLD RIVER, CA 95670-4477	BEL AIR 522
2	311465	ACTIVE	21	9/28/1995	6/30/2014	THRIFTY PAYLESS INC. 2111 GOLDEN CENTRE LN	RITE AID STORE 6059
3	314655	ACTIVE	20	6/10/1996	6/30/2014	CHEVRON STATIONS INC 12205 TRIBUTARY POINT DR	CHEVRON
4	462640	ACTIVE	20	2/4/2008	1/31/2015	OYSTER INCORPORATED 12210 TRIBUTARY POINT DR	TRIBUTARY POINT AM/PM
5	469036	ACTIVE	20	11/10/2008	10/31/2014	SUNRISE RANCHO GAS INC 2295 SUNRISE BLVD	ARCO AM PM
6	511118	ACTIVE	21	7/11/2011 9:24:35 AM	6/30/2014	SINGH, HARDEEP 2271 SUNRISE BLVD, STE D	SUNRISE FOOD & LIQUOR
7	535279	ACTIVE	20	11/27/2013 2:26:50 PM	10/31/2014	KANG, HARWANT KAUR 12399 FOLSOM BLVD	FOLSOM CHEVRON
Permits within Census Tract 89.08 (south of project site)							
1	429779	ACTIVE	21	8/23/2005	5/31/2015	SANDHU, BALBIR KAUR 2787 DON JUAN DR	M & B CORDOVA LIQUORS
2	489519	ACTIVE	20	7/27/2010 11:44:48 AM	6/30/2014	7 ELEVEN INC 2401 SUNRISE BLVD	7 ELEVEN STORE 2365- 39207A
3	514831	ACTIVE	20	12/23/2011 9:37:51 AM	11/30/2014	SELECT HOTELS GROUP LLC 11260 POINT EAST DR	SELECT HOTELS GROUP LLC
4	516438	ACTIVE	20	12/23/2011 9:09:06 AM	6/30/2014	7 ELEVEN INC 11079 FOLSOM BLVD	7-ELEVEN STORE 2365- 35347

#	License Number	Status	License type	Issue Date	Expiration Date	Address	Business Name
5	523444	ACTIVE	21	2/20/2013 9:45:11 AM	1/31/2015	NAV GAS & FOODS, INC 10847 FOLSOM BLVD	HARRYS LIQUOR & FOOD
6	530935	ACTIVE	20	5/3/2013 8:50:39 AM	6/30/2014	WALGREEN CO 10701 FOLSOM BLVD	WALGREENS 15195
Permits within Census Tract 89.12 (north of project site)							
There are no Active Off-Sale Licenses for this Tract							

Source: The Department of Alcohol and Beverage Control License Query System 2014.

Census Tract 89.07 does have existing liquor licenses; however it is relevant his see that there are not many grocery stores in the immediate area that sell alcohol. By allowing liquor to be sold in a grocery store, patrons may reduce the amount of trips when shopping for food, household goods, and alcohol. It is staff's position that another license for liquor sale within a grocery store warehouse could constitute a public convenience due to the reduction of trips as customers will be able to get more goods (food, household goods, liquor) in one location.

CONCLUSION

An additional off-sale license for the proposed Smart and Final warehouse grocery store will not cause an "undue concentration" and would constitute a Public Convenience and Necessity since the store will be providing a new commercial service to the revitalized shopping center. If the Council does support the Conditional Use Permit (CUP) entitlement that would allow liquor sales at 2344 Sunrise Boulevard Suite 2, then by virtue of the findings for the CUP, Council should approve the applicant's request for a Public Convenience and Necessity (PCN).

RECOMMENDED MOTION

Move the City Council adopt Resolution 80-2014 to approve the Conditional Use Permit based on the proposal meeting all of the approval findings and direct staff to forward the City Council's determination to the office of Alcohol Beverage Control to process the Public Convenience and Necessity for Smart and Final located at 2344 Sunrise Boulevard Suite 2.

ATTACHMENTS

1. Resolution 80-2014, including the Project Plans (**Exhibit A**) and the Conditions of Approval (**Exhibit B**).
2. 500' Mailing List and Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 80-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT WITH CONCURRENT
LETTER OF PUBLIC CONVENIENCE AND NECESSITY (PCN)
FROM THE CITY OF RANCHO CORDOVA FOR THE
SMART AND FINAL GROCERY STORE – PROJECT #DD8469**

WHEREAS, On May 5, 2014, Smart and Final LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Conditional Use Permit (CUP) and a request for a Letter of Public Convenience and Necessity for the off-sale of beer, wine, and distilled spirits at the new grocery warehouse Smart and Final, located at 2344 Sunrise Boulevard Suite 2, Assessor's Parcel Number 058-0261-027-0000; and

WHEREAS, on June 3, 2014 all comments had been received and the project was deemed complete for processing; and

WHEREAS, on the 7th of July 2014, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize and adopt resolution No.80-2014 to approve a Conditional Use Permit, subject to the attached Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**), and grant a Letter of Public Convenience and Necessity based on the following findings.

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and Categorically Exempt under Section 15301 (Existing Facilities), in that the additional sales of alcohol will not have the potential for causing a significant effect on the environment.
2. Conditional Use Permit: Zoning code section 23.134.030 states that if the City Council must make all of these findings to approve the Conditional Use Permit (CUP). The following are each of the required findings and evidence to support them:
 - a) Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations. Evidence: *The current proposal is for a CUP to allow off-sale of alcohol at a new warehouse grocery store. The store will operate in an existing building within the developed Rivergate shopping center. The proposed alcohol sales will not include any physical changes and/or expansion that would impact the built facilities or increase unwanted impacts on traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.*
 - b) Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other

ATTACHMENT 1

- reasonable conditions of approval. *Evidence: Alcohol sales at this location has been reviewed and approved by the Rancho Cordova Police Department. The Smart and Final grocery store is within a regional shopping center with other retail and restaurant uses. The applicant anticipates the sale of liquor to be less than 2% of all sales for the store. Conditions have been attached to mitigate any increase in unwanted impacts to public health and safety (i.e. service calls, criminal activity, etc.)*
- c) **Finding:** All required public facilities have adequate capacity to serve the proposal. *Evidence: The application for the store operations proposes minor changes to slightly enlarge the front entrance and enclose the rear loading area; however, these changes are small enough to not require design review. There are no physical improvements or changes proposed related to the sale of liquor, and the project site is currently developed with adequate infrastructure.*
- d) **Finding:** The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions. *Evidence: There are no physical improvements or changes proposed for this liquor sales application. There are minimal changes related to the store operations however those changes are too small to require design review and will be handled with a subsequent building permit.*
- 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, where feasible. [Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.12.030)]. *Evidence: The proposal is for liquor sales at a new grocery warehouse store that does not appear to have any active nonconforming issues that could be addressed within this application. The store is within a developed shopping center and the proposed alcohol sales will not include any physical changes or expansion of any nonconforming use and/or structure.*

Be it further resolved that if the City Council does support the CUP entitlement that would allow alcohol sales at 2344 Sunrise Boulevard, Suite 2, then by virtue of the findings for the CUP, Council should approve the applicant's request for a Public Convenience and Necessity (PCN).

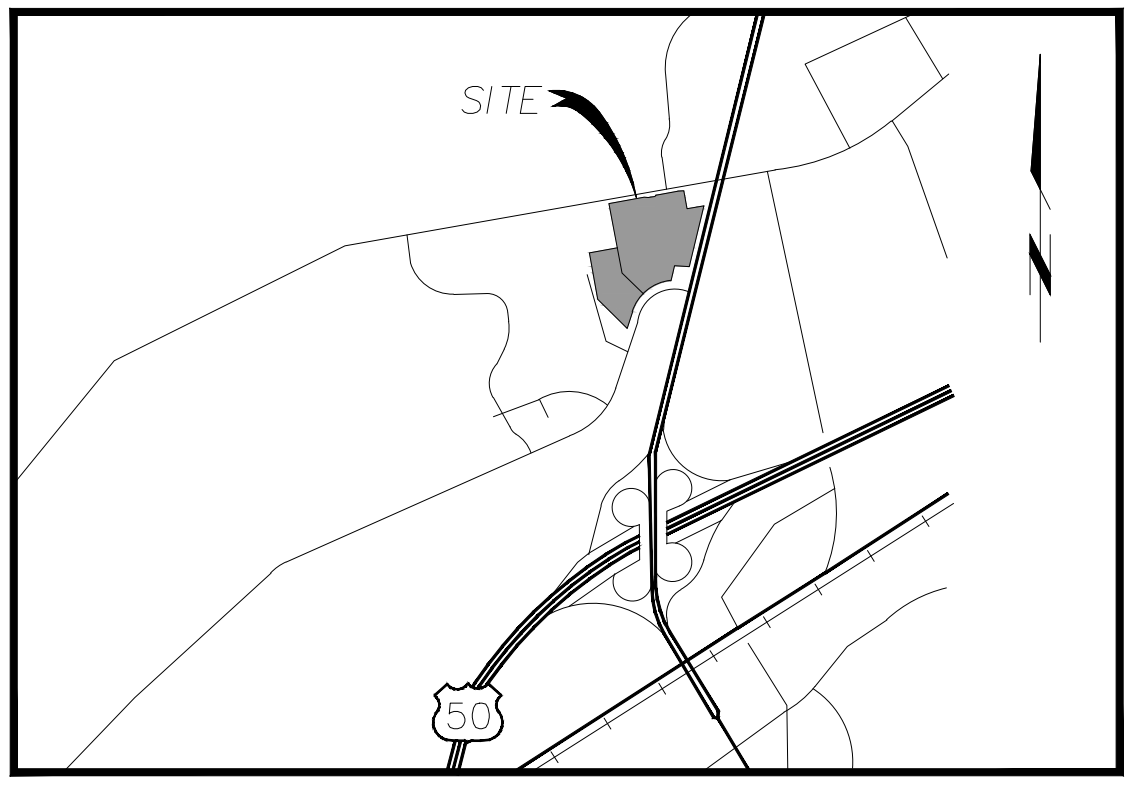
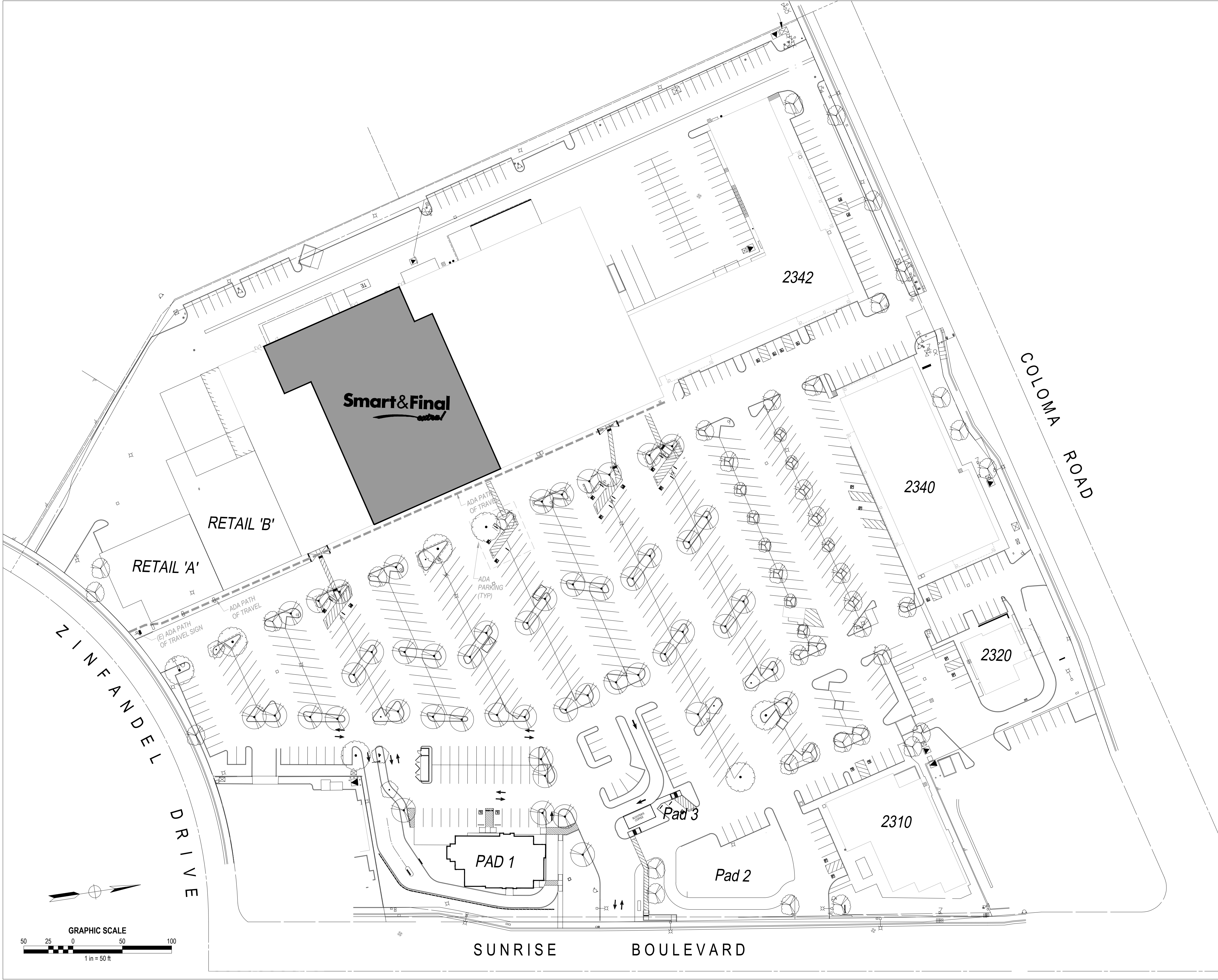
PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

 Dan Skoglund, Mayor

ATTEST:

 Mindy Cuppy, CMC, City Clerk



VICINITY MAP

PROJECT DATA
APN: 058-0261-027-0000
ZONING: CMU (COMMERCIAL MIXED-USE)
GENERAL PLAN: SBNPA
JURISDICTION: RANCHO CORDOVA

CUP AND PCN SUBMISSION 05-01-2014
FOR REFERENCE ONLY

SCALE:	COMPUTED:	MJC
HORIZ. 1" = 40'	DRAWN:	MJC
VERT. 1" = N/A	CHECKED:	JRJ



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
75 Iron Point Circle, Suite 120 E Folsom, CA 95630
phone: 916.984.7621 E fax: 916.984.9617 E survey fax: 916.563.6770
survey email: staking@mpengr.com E web: www.mpengr.com

SITE PLAN
RIVERGATE SHOPPING CENTER

RANCHO CORDOVA, CALIFORNIA

DATE	MARCH 2014
SHEET	375
OF	

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rivergate shopping center

KMART building facade remodel concept

EXHIBIT A

date: February 5, 2014 (1830)

project #: PA2013_0030

scale: nts

drawn by: bosko



version 10b2-2 C

close up perspective - version C

3752 vineyard road ▲ roseville, ca 95747 ▲ 916.740.3726 ▲ pullarchitecture.com

CUP AND PCN SUBMISSION 05-01-2014
FOR REFERENCE ONLY

LEGEND:

Liquor Shelving Location

Liquor Area Calculation

Refrigerated Beer Case
48'-2" x 3'-8" = 176.77

Refrigerated Wine Case
4'-2" x 3'-8" = 15.29 sf

Wine and Liquor Shelving
24'-3" x 2'-3" = 54.56 sf

9'-3" x 2'-5" = 22.29 sf

22'-1" x 4'-0" = 88.33 sf

13'-1" x 4'-0" = 52.33 sf

Total Liquor Area = 409.57 sf or 410 sf

Percentage of Liquor Area to Sales Area

410 sf / 23,062 sf = 0.0177 or < 2%

T.I. CONSTRUCTION ITEMS

- ☒ EXTERIOR UPGRADE
- ☐ EXISTING LOADING DOCK
- ☒ REPLACE CONCRETE SLAB
- ☐ ADD SKYLIGHTS
- ☒ REMOVE EXISTING CEILING

S&F EXTRA PLAN OPTIONS

- ☐ FULL MEAT CUTTING
- ☐ CARNECERIA
- ☒ EXPANDED MAT
- ☒ CHICKEN WARMER
- ☐ BULK FOODS
- ☒ FLORAL
- ☐ OLIVE BAR

PROJECT DATA

		EXTRA MIN.
GROSS BLDG	30,304 S.F.	
SALES AREA (77%)	23,062 S.F.	
STORAGE AREA	3,237 S.F.	
COOLER / FREEZER	2,350 S.F.	
MISC AREA	1,385 S.F.	
GONDOLA	1,398 L.F.	1,441 L.F.
PALETS INLINE (7)	28 L.F.	40 L.F.
LIQUOR / WINE	87 L.F.	69 L.F.
TOTAL	1,513 L.F.	1,550 L.F.

PROMO PALETS 8 10

FROZEN FOOD FREEZER 368 S.F. 364 S.F. (PER 598)

FROZEN FOOD (WALK-IN BOXES & CASES = DR COUNT)
FROZEN WALK-IN BOX 0 0
COFFINS 7 85
REACH-IN CASES 97 85
TOTAL 104 85
PROMO FROZEN FOOD 6 4

PRODUCE PREP ROOM 270 S.F. 304 S.F.
PRODUCE COOLER 413 S.F. 342 S.F. (PER 598)

PRODUCE PRODUCE WET RACK M/D 48 L.F. 40 L.F.
PRODUCE PACKAGE M/D 28 L.F. 24 L.F.
ORGANIC PRODUCE M/D 12 L.F. 64 L.F.
TOTAL L.F. 88 L.F. 64 L.F.

PRODUCE DRY TABLES 16'x6" (0) 0 L.F.
26'x6" (2) 32 L.F.
TOTAL L.F. 32 L.F.

MEAT WRAP ROOM 225 S.F. 531 S.F.
MEAT COOLER 252 S.F. 319 S.F. (PER 598)

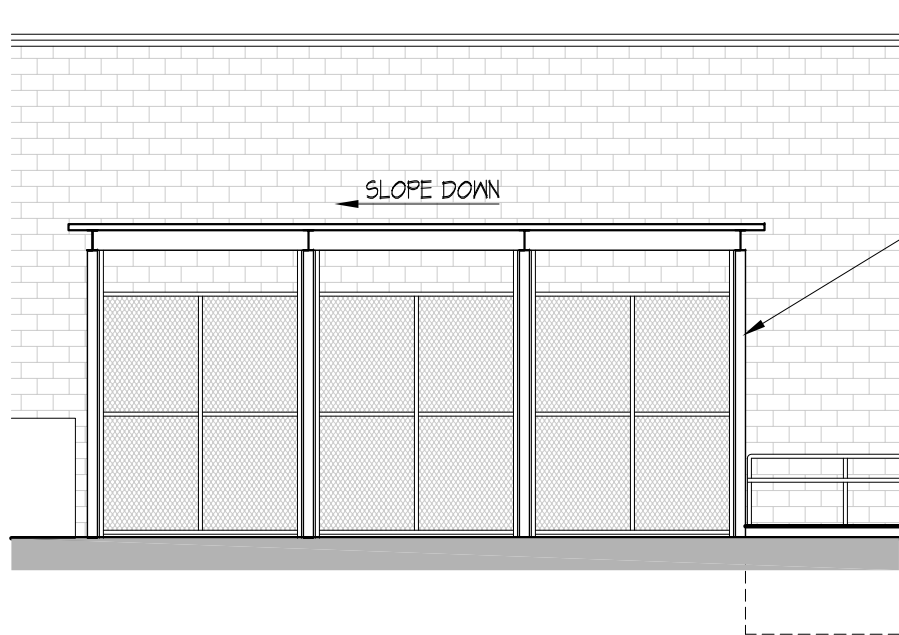
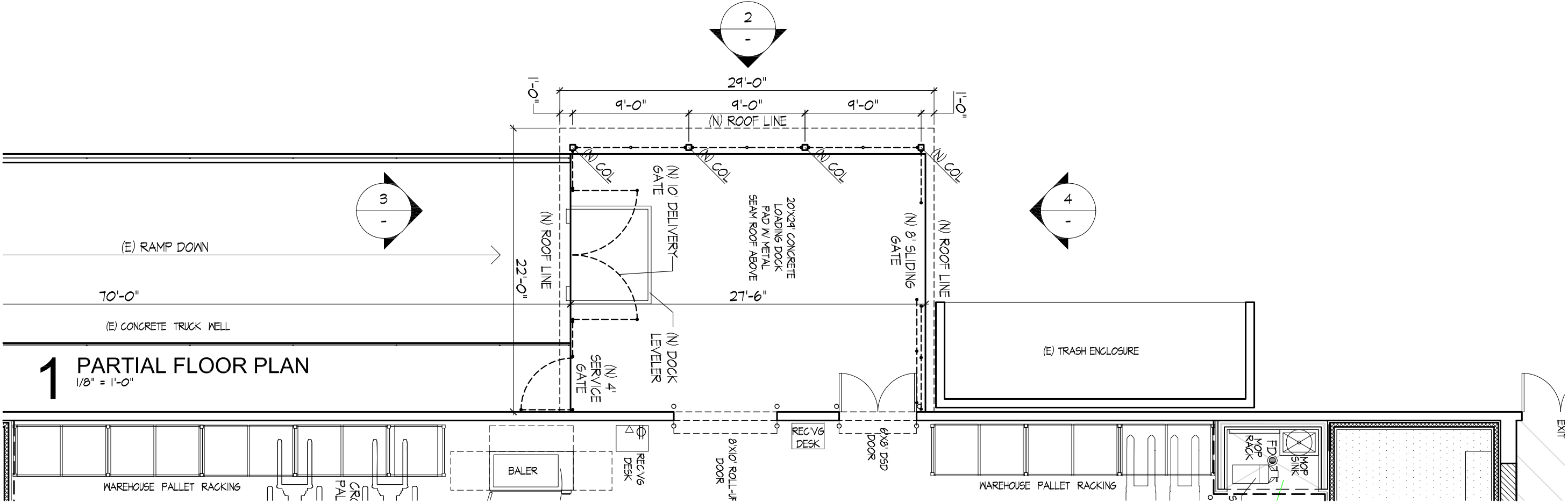
FRESH MEAT SELF SERVICE MEAT M/D 48 L.F. 48 L.F.
SERVICE MEAT M/D 0 L.F. 0 L.F.
TOTAL L.F. 48 L.F. 48 L.F.

DAIRY/DELI COOLER 820 S.F. 746 S.F. (PER 598)

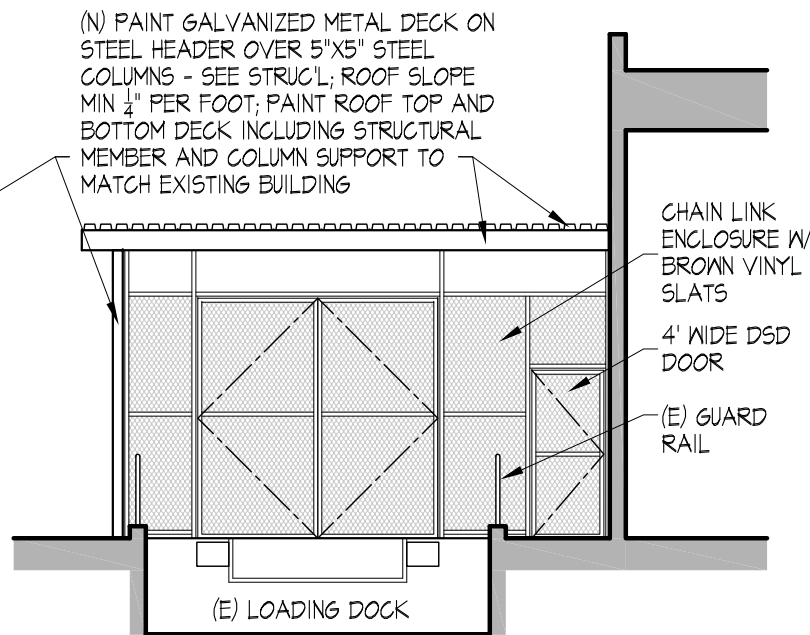
DAIRY (WALK-IN BOXES = DR COUNT) 10 10

DELI (WALK-IN BOXES = DR COUNT) 8 8
DELI M/D (112 L.F.) 28 33
TOTAL DAIRY/DELI DRS 46 43

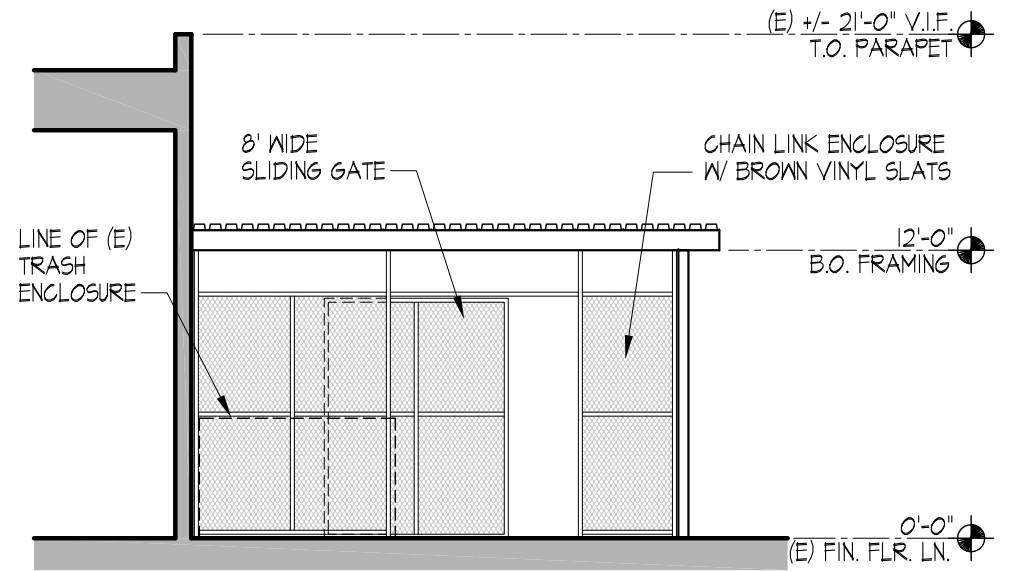
EGG CASE 6 L.F. 6 L.F.
CHEESE ISLAND 0 L.F. 12 L.F.
PROMO DELI COFFIN 8 L.F. 8 L.F.
REFRIGERATED BEER/WINE 52 L.F. 40 L.F.



2 WEST ELEVATION (REAR)
1/8" = 1'-0"



3 SOUTH ELEVATION (LEFT)
1/8" = 1'-0"



4 NORTH ELEVATION (RIGHT)
1/8" = 1'-0"

Smart & Final #701 - Rancho Cordova, CA

2344 Sunrise Boulevard, Suite #2, Rancho Cordova, CA 95670
05.01.2014

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 Project Plans (Exhibit A) and Conditions of Approval (Exhibit B). The project is located at 2344 Sunrise Boulevard, Suite 2 (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.	The grocery warehouse hours of operation are stated to be between 5:00 A.M. to 12:00 A.M. (midnight), 7 days a week, with alcohol sales limited to these hours. Any proposed extension of alcohol sales beyond these hours must be approved by the City.	On-Going	Planning	
8.	Distilled spirits located near entrances will be stored in lock cabinets that are only accessible by trained employees.	On-Going	Planning	
9.	A security system will be in place to monitor the store during and after business hours.	On-Going	Planning	
10.	The sale of alcoholic beverages shall remain an incidental part of the store operations.	On-Going	Planning	
11.	The rear doors of the premises shall be equipped on the inside with an automatic locking device and shall be closed at all times and shall not be used as a means of access by patrons to and from the licensee(s) premises. Temporary use of these doors for delivery of supplies does not constitute a violation.	On-Going	Planning/ Rancho Cordova Police Department	
12.	The exterior of the premises, including adjacent sidewalks and all parking lots under control of the licensee(s), shall be illuminated during all hours of darkness during which the premises are open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel. However, the required illumination shall be placed so as to minimize interference with the quiet enjoyment of nearby residents of their property.	On-Going	Planning/ Rancho Cordova Police Department	
13.	A building permit shall be required for the roof/enclosure along the rear loading area and the amendment to the automatic sliding glass door at the front entrance.	On-Going	Planning/ Building	
Prior to Occupancy				

Conditions of Approval

14.	In addition to our general plan submittal requirements for the Tenant Improvement plans and Fire Sprinkler plans, a separate submittal is required for racks/high piled storage. High piled storage is determined by the top of storage exceeding 12 feet in height. For further questions please contact Amy Nygren; Fire Inspector II- Metro Fire at 916-851-8934	Prior to Occupancy	Sacramento Metropolitan Fire District	
15.	The fire sprinkler system shall be able to support the storage arrangement. The fire sprinkler contractor shall include current calculations/density and water information during plan submittal.	Prior to Occupancy	Sacramento Metropolitan Fire District	

**GC MAPPING SERVICE, INC.**

3055 WEST VALLEY BOULEVARD
 ALHAMBRA CA 91803
 (626) 441-1080, FAX (626) 441-8850
 gcmapping@radiusmaps.com

LEGEND

49. OWNERSHIP NO.
 1 OWNERSHIP HOOK

CASE NO.

DATE: 04 - 11 - 2014

SCALE: 1" = 200'

1 056-0330-006-0000
CARIZONA RANCHO LLC
2295 SUNRISE BLVD
GOLD RIVER CA 95670

2 056-0383-012-0000
CHRIS & LEAH MATTHEWS
11120 CILKER RIVER WAY
RANCHO CORDOVA CA 95670

3 056-0383-013-0000
DAVID M BACCUS
8186 QUAIL WALK PL
CITRUS HEIGHTS CA 95610

4 056-0383-014-0000
PATRICIA J & ROBERT F SITZE
1452 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

5 056-0385-001-0000
ALAN RUSSELL BECK
1449 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

6 056-0385-002-0000
MIKE & ANN PETRIE
1453 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

7 056-0385-003-0000
INGRAM R LATHION
4336 GORHAM WAY
MATHER CA 95655

8 056-0400-026-0000
CHARLES T MCCOMISH
2177 TIBER RIVER DR
RANCHO CORDOVA CA 95670

9 056-0400-027-0000
MICHAEL G OHALLORAN
2181 TIBER RIVER DR
RANCHO CORDOVA CA 95670

10 056-0400-028-0000
DOUG & GLORIA SUTTON
2185 TIBER RIVER DR
GOLD RIVER CA 95670

11 056-0400-029-0000
CHRISTOPHER M & JENNY R CHINN
2189 TIBER RIVER DR
RANCHO CORDOVA CA 95670

12 056-0400-030-0000
STEVE EUGENE & MELODIE R COREY
2193 TIBER RIVER DR
RANCHO CORDOVA CA 95670

13 056-0400-031-0000
PHILIP F & SUSAN L SOOHOO
REVOCABLE TRUST
PO BOX 2248
FAIRFIELD CA 94533

14 056-0400-032-0000
JASON & MICHELLE TENLEY
REVOCABLE FAMILY TRUST
6017 SOUTHERNESS DR
EL DORADO HILL CA 95762

15 056-0400-033-0000
DEBRA EVERETT
2208 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

16 056-0400-034-0000
SERGEY ALDOUKHOV
2204 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

17 056-0400-037-0000
MARTINEZ FAMILY TRUST
2205 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

18 056-0400-038-0000
MTW LIMITED PARTNERSHIP
2209 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

19 056-0400-039-0000
JOSEPH RUST
2213 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

20 056-0400-040-0000
JAMES C HARDIN
2217 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

21 056-0400-041-0000
NGA TRAN
1412 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

22 056-0400-042-0000
CHARLES K EDEN
1408 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

23 056-0400-043-0000
STEVEN C TO
3779 ASHRIDGE LN
SAN JOSE CA 95121

24 056-0400-044-0000
MARY ANN & GEORGE SERIO
1400 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

25 056-0400-045-0000
ANNA MARIE KOVACEVICH
1401 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

26 056-0400-046-0000
KELLY MALCOTT
1405 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

27 056-0400-047-0000
ROSALBA VEGA
3628 REEL CIR
SACRAMENTO CA 95832

28 056-0400-048-0000
ANDREW IRVING
1413 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

29 056-0400-049-0000
SHERYL KENT
1417 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

30 056-0400-050-0000
ASHLEY M JOHNSON
1421 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

31 056-0400-051-0000
PATRICIA J BOETTCHER
8608 CALLIPPE WAY
ELK GROVE CA 95624

32 056-0400-052-0000
LAURIE J COHEN
1429 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

33 056-0400-053-0000
LAKSHMI VALMETI
1433 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

34 056-0400-054-0000
STEPHEN P SHAMES
1437 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

35 056-0400-055-0000
STAN E & RENEE A MALINKY
7119 ALMOND AVE
ORANGEVALE CA 95662

36 056-0400-056-0000
JOSEPH CATES
1445 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

37 056-0400-057-0000
ALBERT & JERALDINE J MINNING
1444 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

38 056-0400-058-0000
IRENE DISCH
11124 CILKER RIVER WAY
RANCHO CORDOVA CA 95670

39 056-0410-001-0000
JOYCE E HARTGE
11136 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

40 056-0410-002-0000
ROBIN D MAYER
11132 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

41 056-0410-003-0000
KURT C & KIM K MATHEWS
11126 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

42 056-0410-004-0000
ROBERT D CLARK REVOCABLE LIVING
TRUST
11124 TEXAS RIVER CT
RANCHO CORDOVA CA 95670

43 056-0430-001-0000
JOSEPH R MARTEL
11216 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

44 056-0430-002-0000
SILLS SUN RIVER LLC
1970 BRIARCLIFF LN
LINCOLN CA 95648

45 056-0430-006-0000
JUDY L LEE
7717 CHAPARRAL WAY
FAIR OAKS CA 95628

46 058-0261-011-0000
PFARDRESHER ASSOCIATES LLC
4472 SHEARWATER CT
PLEASANTON CA 94566

47 058-0261-017-0000
FREEDOM TRUST
PO BOX 2332
GRANITE BAY CA 95746

48 058-0261-021-0000
JOHN & ROSE CARLOTTO 1973 FAMILY
TRUST
PO BOX 4349
ANAHEIM CA 92803

49 058-0261-026,27-0000
CONRAD RIVERGATE LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

50 058-0261-028,32,33-0000
PINEBROOK VILLAGE L P
8022 FOLSOM AUBURN RD
FOLSOM CA 95630

51 058-0261-037-0000
WILLIAM R BANKS TRUST B
9220 PLACER CANYON PKWY
LOOMIS CA 95650

52 058-0261-039-0000
CHURCH INVESTORS EXTENSION FUND
INC
45 S PARK #203
GLEN ELLYN IL 60137

53 058-0261-044-0000
LATHI FAMILY PARTNERSHIP
PO BOX 1003
CITRUS HEIGHTS CA 95611

54 058-0261-047-0000
SUMMERSET ASSISTED LIVING LLC
3462 STAGECOACH TRL
LOOMIS CA 95650

55 058-0261-048-0000
KC PROPCO LLC
2601 S BAYSHORE DR
COCONUT GROVE FL 33133

56 058-0261-049-0000
N NEVADA
6648 FRANKLIN BLVD
SACRAMENTO CA 95823

57 058-0261-050-0000
FOUNDATION FOR HEARING RESEARCH
INC
3518 JEFFERSON AVE
REDWOOD CITY CA 94062

58 058-0261-052,53-0000
HELEN HILLS LP
PO BOX 3549
MANHATTAN BEAC CA 90266

59 058-0262-001-0000
RANA REAL ESTATE LLC
2207 HEDRICK CT
ROCKLIN CA 95765

60 058-0262-006-0000
S M U D
PO BOX 15830
SACRAMENTO CA 95852

61 058-0262-012-0000
IN N OUT BURGERS
13502 HAMBURGER LN
BALDWIN PARK CA 91706

62 058-0262-013-0000
BEVIER FAMILY LLC
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

63 058-0262-014-0000
TPC IV LLC
2481 SUNRISE BLVD #200
GOLD RIVER CA 95670

64 058-0262-015-0000
JOHN D CHANDLER
9521 FOLSOM BLVD
SACRAMENTO CA 95827

65 058-0262-017-0000
BURGERS IN-N-OUT
13502 HAMBURGER LN
BALDWIN PARK CA 91706

66 058-0262-021-0000
COUNTRY CLUB INVESTORS
9152 GREENBACK LN #3
ORANGEVALE CA 95662

67 056-0430-008-0001
RHONDA L CARRIGAN
3010 MELINA DR
EL DORADO HILL CA 95762

68 056-0430-008-0002
JOHN & MARY DEPONT 2009 TRUST
2802 WENTWORTH RD
CAMERON PARK CA 95682

69 056-0430-008-0003
SUSAN D MCGAHEY 11 8 2002 TRUST
11150 TRINITY RIV DR #31
RANCHO CORDOVA CA 95670

70 056-0430-008-0004
WRIGHT FAMILY TRUST
7564 LOCOMOTIVE LN
ROSEVILLE CA 95747

71 056-0430-008-0005
GAIL C OSBORN
11150 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

72 056-0430-008-0006
RONALD J & LORI A KANE
11150 TRINITY RIV DR #34
RANCHO CORDOVA CA 95670

73 056-0430-008-0007
JANET E & DONALD OLIVER
11150 TRINITY RVR DR #35
RANCHO CORDOVA CA 95670

74 056-0430-008-0008
MICHAEL & ANDREW ZYGAREWICZ
21 BANCROFT RD
BURLINGAME CA 94010

75 056-0430-008-0009
DAVID W SPINGATH
11150 TRINITY RIVER DR
RANCHO CORDOVA CA 95670

76 056-0430-008-0010
MICHAEL E WILLIAMS
5522 ENGLE RD
CARMICHAEL CA 95608

77 056-0430-008-0011
KERMIT D ALLEN
11150 TRINITY RIV DR #39
RANCHO CORDOVA CA 95670

78 056-0430-008-0012
GIATTINA FAMILY TRUST
4771 LA VILLA MARINA K
MARINA DEL REY CA 90292

79 056-0430-008-0013
THOR A SPARGO
8828 BLUFF LN
FAIR OAKS CA 95628

80 056-0430-008-0014
DISTINGUISHED PROPS
8853 SW MARSEILLES DR
BEAVERTON OR 97007

81 056-0430-008-0015
JOSEPH J MCDOWELL FAMILY TRUST
670 MEADOW RD
APTOS CA 95003

82 056-0430-008-0016
MALCOLM A HERN III & KERRY E
DIXON LIVING TRUST
PO BOX 525
PENRYN CA 95663

83 056-0430-008-0017
ROBERT H & MARY D MORIN
11150 TRINITY RIV DR #45
RANCHO CORDOVA CA 95670

84 056-0430-008-0018
DISTINGUISHED PROPERTIES
8853 SW MARSEILLES DR
BEAVERTON OR 97007

85 056-0430-008-0019
WILLIAM ONEILL
12047 PALMER DR
MOORPARK CA 93021

86 056-0430-008-0020
LINDA L MILLER
7441 WALNUT RD
FAIR OAKS CA 95628

REPRESENTATIVE
COURTNEY+LE ARCHITECTS
ATTN: EDWARD DY
801 S MYRTLE AVE
MONROVIA CA 91016

GC MAPPING SERVICE INC NP
ATTN: GILBERT CASTRO
3055 W VALLEY BLVD
ALHAMBRA CA 91803

1 056-0330-006-0000
OCCUPANT
2295 SUNRISE BLVD
GOLD RIVER CA 95670

3 056-0383-013-0000
OCCUPANT
1448 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

7 056-0385-003-0000
OCCUPANT
1457 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

8 056-0400-026-0000
OCCUPANT
2177 TIBER RIVER DR
RANCHO CORDOVA CA 95670

13 056-0400-031-0000
OCCUPANT
2216 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

14 056-0400-032-0000
OCCUPANT
2212 ATHENS RIVER CT
RANCHO CORDOVA CA 95670

23 056-0400-043-0000
OCCUPANT
1404 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

27 056-0400-047-0000
OCCUPANT
1409 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

31 056-0400-051-0000
OCCUPANT
1425 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

35 056-0400-055-0000
OCCUPANT
1441 KLAMATH RIVER DR
RANCHO CORDOVA CA 95670

44 056-0430-002-0000
OCCUPANT
2286 SUNRISE BLVD #1
GOLD RIVER CA 95670

44 056-0430-002-0000
OCCUPANT
2286 SUNRISE BLVD #2
GOLD RIVER CA 95670

44 056-0430-002-0000
OCCUPANT
2286 SUNRISE BLVD #3
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2210 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2204 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2216 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2222 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2224 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2226 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2228 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2230 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2234 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2240 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2244 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2248 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2250 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2252 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2254 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2256 SUNRISE BLVD #B
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2258 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2260 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2262 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2268 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2270 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2274 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2280 SUNRISE BLVD
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #1
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #2
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #3
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #4
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #5
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #6
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #7
GOLD RIVER CA 95670

45 056-0430-006-0000
OCCUPANT
2246 SUNRISE BLVD #8
GOLD RIVER CA 95670

46 058-0261-011-0000
OCCUPANT
2358 SUNRISE BLVD
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #A
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #B
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #C2
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #C5
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #D
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #E
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #H
RANCHO CORDOVA CA 95670

47 058-0261-017-0000
OCCUPANT
1940 ZINFANDEL DR #Q
RANCHO CORDOVA CA 95670

48 058-0261-021-0000
OCCUPANT
2300 SUNRISE BLVD
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2310 SUNRISE BLVD #1
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2310 SUNRISE BLVD #2
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2310 SUNRISE BLVD #3
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2310 SUNRISE BLVD #4
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2320 SUNRISE BLVD
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2316 SUNRISE BLVD
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #13
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #14
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #16
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #17
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #18
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #20
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #21
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #22
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #24
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2340 SUNRISE BLVD #25
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #30
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #31
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #36
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #38
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #37D
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
2342 SUNRISE BLVD #40
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
11110 COLOMA RD #41
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
11110 COLOMA RD #42
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
11110 COLOMA RD #43
GOLD RIVER CA 95670

49 058-0261-026,27-0000
OCCUPANT
11110 COLOMA RD #44
GOLD RIVER CA 95670

50 058-0261-028,32,33-0000
OCCUPANT
2400 SUNRISE BLVD
GOLD RIVER CA 95670

50 058-0261-028,32,33-0000
OCCUPANT
2474 SUNRISE BLVD
GOLD RIVER CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #A
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #B
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #C
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #D
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #E
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #G
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #H
RANCHO CORDOVA CA 95670

51 058-0261-037-0000
OCCUPANT
2301 VEHICLE DR #I
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #1
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #2
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #3
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #4
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #5
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #6
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #7
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #8
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #9
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11082 COLOMA RD #10
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11076 COLOMA RD #A
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11076 COLOMA RD #5
RANCHO CORDOVA CA 95670

53 058-0261-044-0000
OCCUPANT
11076 COLOMA RD #7
RANCHO CORDOVA CA 95670

54 058-0261-047-0000
OCCUPANT
2341 VEHICLE DR
RANCHO CORDOVA CA 95670

55 058-0261-048-0000
OCCUPANT
2329 VEHICLE DR
RANCHO CORDOVA CA 95670

56 058-0261-049-0000
OCCUPANT
11092 COLOMA RD
RANCHO CORDOVA CA 95670

57 058-0261-050-0000
OCCUPANT
11100 COLOMA RD
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1941 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1945 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1947 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1949 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1951 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1955 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1959 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1963 ZINFANDEL DR
RANCHO CORDOVA CA 95670

58 058-0261-052,53-0000
OCCUPANT
1967 ZINFANDEL DR
RANCHO CORDOVA CA 95670

59 058-0262-001-0000
OCCUPANT
2401 SUNRISE BLVD
GOLD RIVER CA 95670

61 058-0262-012-0000
OCCUPANT
2475 SUNRISE BLVD
GOLD RIVER CA 95670

62 058-0262-013-0000
OCCUPANT
2479 SUNRISE BLVD
RANCHO CORDOVA CA 95670

63 058-0262-014-0000
OCCUPANT
2481 SUNRISE BLVD #200
RANCHO CORDOVA CA 95670

63 058-0262-014-0000
OCCUPANT
2481 SUNRISE BLVD #100
RANCHO CORDOVA CA 95670

64 058-0262-015-0000
OCCUPANT
2483 SUNRISE BLVD #A
GOLD RIVER CA 95670

64 058-0262-015-0000
OCCUPANT
2483 SUNRISE BLVD #B
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
2473 SUNRISE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
1 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
2 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
3 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
4 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
5 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
6 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
7 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
8 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
9 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
10 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
11 NOBEL CREST LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
12 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
13 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
14 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
15 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
16 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
17 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
18 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
19 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
20 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
21 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
22 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
23 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
24 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
26 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
27 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
28 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
29 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
30 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
31 GOLDEN INN WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
32 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
33 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
34 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
35 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
36 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
37 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
38 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
39 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
40 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
41 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
42 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
43 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
44 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
45 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
46 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
47 SUNBEAM WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
48 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
49 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
50 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
51 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
53 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
54 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
55 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
56 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
57 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
58 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
59 SHERI RIDGE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
60 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
61 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
62 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
63 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
64 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
65 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
66 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
67 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
68 PINEACRE LANE BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
69 SEA BREEZE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
70 SEA BREEZE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
71 SEA BREEZE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
73 SEA BREEZE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
74 SEA BREEZE WAY BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
75 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
76 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
77 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
78 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
79 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
80 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
81 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
82 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
83 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
84 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

66 058-0262-021-0000
OCCUPANT
85 WILDERNESS ROAD BLVD
GOLD RIVER CA 95670

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MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: **AUTOZONE MINOR DESIGN REVIEW; PROJECT NO. DD8452 – LOCATED AT 10121 FOLSOM BOULEVARD.**

PROPERTY OWNER: Ethan Conrad Properties Mr. Ethan Conrad 1300 National Drive, Suite 100 Sacramento, CA 95834	APPLICANT/DEVELOPER: AutoZone Mr. Phillip Pecord 123 South Front Street Memphis, TN 38103
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting Minor Design Review approval to renovate an existing building for a new AutoZone retail store. DD8452 10121 Folsom Boulevard 075-0670-001 Jessica Jordan, Senior Planner
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RECOMMENDATION

Adopt Resolution No. 82-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 82-2014 would allow the remodel of the existing Walker Hardware building on Folsom Boulevard to be occupied by an AutoZone retail store. The proposed site is zoned Commercial Mixed Use, a designation that allows auto retail. The proposed renovations include installation of signage and a parapet wall along the southern building elevation and a portion of the west building elevation, modification of existing aluminum storefront framing from silver to red, and installation of a new man door and delivery door in replacement of a portion of the window area on the south elevation. The building would also be painted with traditional AutoZone colors including a dark and light gray, white, red, and orange. The project would bring vitality to the Boulevard in an area that has been vacant for several years.

BACKGROUND

The project site is located at 10121 Folsom Boulevard within the Folsom Boulevard Specific Plan (FBSP). The project site is zoned Commercial Mixed Use in the FBSP (FB-CMU). The subject property is occupied by the now vacant Walker Hardware building. A parking lot, landscaping and a legal nonconforming pole sign are also located on the property.

The City of Rancho Cordova received an application on March 3, 2014 requesting a Minor Design Review to allow minor alterations to the existing building on the subject property in support of a proposed AutoZone retail store. The original project proposal included the addition of two parapets along the southern and western building elevations equaling approximately 170 linear feet and demolition of approximately 5,000 square feet of building space to accommodate additional parking onsite, minimal improvements to the existing parking lot and painting the building with AutoZone colors.

Figure 1: Subject Property Aerial Photograph



As part of the standard process for development applications, the AutoZone proposal was routed to various agencies for comment and conditions of approval. Planning conducted a thorough review of the project for consistency with the Folsom Boulevard Specific Plan and applicable provisions of the Zoning Code and City-wide Design Guidelines. The applicant was provided with an extensive letter on April 3, 2014 that highlighted the ways in which the project did not conform to the standards and how it should be modified in order to gain project approval (**Attachment 1**). In response to the letter, the Applicant requested a conference call to discuss various requests within the letter and possible options for moving forward.

On April 15, 2014, staff received a revised project description and project plans that significantly reduced the scope of the project. The revised project would not demolish any portion of the building and would make no significant alterations to the existing parking lot. In consultation with the City Attorney's office, staff determined that the reduced scope of the project would limit the ability to request additional site improvements in the context of a Minor Design Review application. In light of the restricted scope of the project, staff prepared conditions of approval and provided proper public noticing for the Planning Director's action. The Planning Director held a public hearing on May 14, 2014 and approved the project. Had the applicant chosen to demolish a portion of the building or substantially alter site improvement, then staff would likely have required additional enhancements to the project, including additional site improvements in the parking lot and site landscaping.

Following Director approval, Councilmember Budge provided the proper notification to staff that she desired the AutoZone Minor Design Review be called-up for full Council consideration as provided for by Chapter 23.167 of the Zoning Code. In her communication to staff, Councilmember Budge identified that the project was improperly identified as a Minor Design Review as opposed to a Major Design Review and indicated disappointment in the proposed architectural improvements. Councilmember Budge cited a lack of design concept and a lack of significant and necessary upgrades to the building as inconsistent with the City's goals and therefore, a Council Call-Up was warranted.

REQUIRED PERMITS AND REGULATORY BASIS

It appears that the applicant has limited the extent of proposed building and site modifications in order to avoid the requirement for a Major Design Review approval. Chapter 3, Section 1 of the Folsom Boulevard Specific Plan identifies types of entitlement reviews that are required for specific project types. Given the project's limited scope, the project falls into category (b)(3), Minor Projects, "Nonresidential façade renovations that involve less than 200 linear feet of façade frontage of an existing building, unless exempt in Zoning Code Section 23.140.030, are subject to Minor Design Review." Minor Design Review (Section 23.140) is required to ensure compatibility and implementation of development standards that apply to the proposed project. In the case of this particular project, the proposed renovations to the building architecture were reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

Specific findings required for approval of a Minor Design Review are stated in Section 23.140.050 of the City's Zoning Code as follows:

- A. 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.
- B. 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.
- C. 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.

D. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Chapter 23.167, Council Call-Ups, establishes the purpose and procedural requirements for a Council Call Up. By submitting for a Council Call-Up, the Planning Director action on the project has been suspended, pending a Council decision on the project. The City Council is provided with the authority to review any issues associated with the project under consideration in addition to the specific grounds for the call-up.

ANALYSIS

The project includes renovation of the existing Walker Hardware building on Folsom Boulevard. The proposed renovations include installation of signage and a parapet wall along the southern building elevation and a portion of the west building elevation, modification of existing aluminum storefront framing from silver to red, and installation of a new man door and delivery door in replacement of a portion of the window area on the south elevation. The building would also be painted with traditional AutoZone colors including a dark and light gray, white, red, and orange. The project also includes installation of new HVAC units shielded by the new parapet wall and a new trash enclosure, designed to match the existing building. The project before the Council has not been modified from that approved by the Planning Director in May.

Parapet additions are approximately 87 feet in length on the southern building elevation and approximately 83 feet in length on the western building elevation. The total façade renovations involved in the project represent approximately 170 linear feet of the building frontage. Proposed parapets are within the allowable height standards for the zone.

The Zoning Code requires 38 parking spaces. The existing configuration of the parking lot provides 50 parking spaces.

As proposed, the project complies with all applicable Code standards. Considering the limited scope of the renovations, there are not many standards to be applied. This type of application is excluded from compliance with the City's current standards for landscaping, building setbacks, etc. because it is a re-use of an existing building and involves very limited improvements. There are no provisions within the City-wide Design Guidelines that would directly apply to this project's specific circumstance of development.

ENVIRONMENTAL

This project is Categorically Exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15301 and adopt Resolution No. 82-2014 for the AutoZone Minor Design Review DD8452, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENTS

1. Letter to Applicant dated April 3, 2014.
2. Planning Director Approval Letter and Attachments dated May 14, 2014.
3. Resolution 82-2014, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
4. 500' Radius Map and Labels.

PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670

Phone: (916) 851-8750 | Fax: (916) 851-8762

April 3, 2014

Mr. Phillip Pecord
Auto Zone
123 S. Front Street, 3rd Floor
Memphis, TN 38103

Subject: Auto Zone Minor Design Review – DD8452

Dear Mr. Pecord:

The City received your application for a Minor Design Review for the proposed remodel of an existing retail building located at 10121 Folsom Boulevard on March 6, 2014. Upon receipt, your application was routed to various responsible agencies and was reviewed for compliance with all applicable planning regulations. Comments received from agencies are attached for your reference. These comments should be reviewed and taken into consideration, along with those items listed below. Revised plans must be submitted to continue forward with project review processing.

The City's standards are supportive of the proposed auto parts sales use in this location. The City is pleased and encouraged to see re-investment in community. However, in addition to the technical revisions listed below, there is substantial concern that the proposed redesign of the Walker Hardware building does not meet the intent of the City's planning efforts on Folsom Boulevard nor can the findings be made to support the Minor Design Review. A Minor Design Review is aimed at ensuring project's will meet applicable provisions of the City's Codes and standards. It also looks to the proposed architecture and site design to enhance the character and quality of the immediate neighborhood and overall community. The proposed Auto Zone is not currently designed in a manner that would enhance the community nor does it comply with many applicable Code standards. The specific Code issues that would need to be addressed in order to move forward include:

Landscaping: The current landscaping does not meet the City's Code regarding landscaping. A full review and application of Chapter 23.716 of the Municipal Code should be undertaken by a landscape architect and all applicable provisions should be applied to the property. These include:

- Parking lot landscape planter islands, at minimum 8x16 feet in size are required at a ratio of 1 per 8 spaces and placed every 10 spaces. No landscape planter islands are currently proposed.
- Parking lot shade tree coverage is required at 50% of the parking area. No shading is currently proposed.
- All unused portions of the site must be landscaped. Upon redesign of the project, additional landscaping may be required.

Parking: Per Code, the project is required to provide 38 parking spaces (3.6/1,000 sf). The project proposes 71 parking spaces. This number of parking spaces is prohibited by the Folsom Boulevard Specific Plan (FBSP). The FBSP only allows an increase of up to 150% of the required spaces, or in this case, no more than 57 parking spaces are allowed.

- Parking must be reduced to no more than 57 parking spaces.



PLANNING DEPARTMENT

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Phone: (916) 851-8750 | Fax: (916) 851-8762

- Parking may not occur within clear vision triangle on a corner lot. The project engineer or architect should double check this standard is being met by the project.
- In addition to the prohibition of exceeding required parking by no more than 150%, all projects that exceed minimum parking by more than 125% must demonstrate how the property can be developed with additional building space in the future to utilize the additional parking areas.
- Any proposed compact parking spaces must be properly marked; only 50% of the required spaces (19 spaces total) can be compact.
- Have the accessibility requirements been confirmed with a California-licensed architect that they are being met?
- Public Works will confirm if the existing driveways need to be upgraded to meet current standards.
- Parking spaces in the corner need to be 10 foot wide.
- The project must provide bicycle parking within 100 feet of visitor's entrance and a minimum capacity for storing of 2 bikes.

Pedestrian circulation: The site layout needs to include pathways from adjacent streets to the building entry for each vehicle entrance.

Lighting: All lighting is required to be downward facing with full shielding. The parking lot area shall have a minimum maintained 1 foot candle, with an average not to exceed 4 foot candles. The pedestrian walkways must have a maintained ½ foot candle and entries and exterior doors must have 1 foot candle maintained during hours of darkness within a 5 foot radius of the door. The maximum height of freestanding light fixtures (parking lot poles) is 18 feet. Provide cut sheets to demonstrate that light fixtures comply with these policies.

Shared property boundary: There is currently a chain link fence at the shared property boundary to the north. The current Code requires a 6' fence to separate the uses made of durable material (i.e. CMU block). Additionally, the proposed dumpster enclosure must be architecturally compatible with the other on-site development. Please provide details of both the new property boundary wall and proposed dumpster enclosure.

Signs: The existing pole sign is a prohibited sign type under the current Code. As such, the proposal to reface the sign is not supported. The sign must be removed. The site is eligible for a freestanding sign up to 200 square feet in size and a maximum height of 10 feet. This sign must be set back at least 10 feet from the right-of-way. The project proposes approximately 393 square feet of signage. The building is only allowed up to 240 square feet of signage. Building mounted signage must be reduced.

FBSP: As described in Parking above, the number of required parking spaces cannot exceed 150% of the number of required spaces (57 parking spaces allowed total). In new developments, ground-floor commercial along primary public frontage is required to have a minimum of 50 % window glazing. Consider incorporating additional window glazing on the southern side of the building.

Design Guidelines: Staff acknowledges the existing style of the building is an architecture type from the past. However, there is an opportunity to take the existing style, modernize it, and bring the building back to life while keeping it's unique character. The proposed project doesn't appear to take any creative steps to exploit the architecture. It simply employs the typical corporate identity on the building face. Please consider



PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670

Phone: (916) 851-8750 | Fax: (916) 851-8762

maintaining the pitched roof and utilizing more unique signage. Freestanding signage could also be designed to harken the past and further convey the historic architecture in a modern way.

The above comments and revision requests are extensive. Staff wishes to work with you in whatever capacity possible to bring this project into conformance with the standards to the fullest extent possible. Alternatively, the FBSP includes an Exception entitlement that could be added to your project if the appropriate findings can be met. This would allow the City Council to waive any requirement that could not be met for various economic and community benefit reasons. Prior to pursuing the Exception, I would like to see if we can't revise the project to meet some, if not all, of the above comments. I would like to set up a conference call to discuss these items with you. Please contact me at your earliest convenience to schedule our discussion. I am available at (916) 947-1334 or jjordan@cityofranchocordova.org.

Sincerely,



Jessica Jordan
Senior Planner

Attachments

CC: Ethan Conrad, Property Owner





RANCHO CORDOVA POLICE DEPARTMENT

Michael Goold, Ed. D.
Chief of Police

2897 Kilgore Road
Rancho Cordova, California 95670

916.875.9600 – Main
916.875.8673 – Fax

www.RanchoCordovaPD.com

March 7, 2014

Project Planner Jessica Jordan
City of Rancho Cordova, Planning Department
2719 Prospect Park Drive
Rancho Cordova, CA 95670

Dear Project Planner Jessica Jordan:

The Rancho Cordova Police Department has reviewed the plan design submitted for the building remodel located at 10121 Folsom Blvd; Application # DD8452. After careful review of the event description as well as the site plans provided, The Rancho Cordova Police Department does not have any concerns with the dynamics of this remodeling project.

If you have any further information or have any questions, please feel free to contact me at (916) 875-5852.

Sincerely,

Heidi Herrera #719
Crime Prevention Specialist
Rancho Cordova Police Department

PUBLIC WORKS CONDITIONS OF APPROVAL

<u>Conditions of Approval</u>		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	
2.	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	
3.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • Remove and replace all Folsom Boulevard driveways, sidewalk, curb and gutter to meet ADA guidelines and per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk • Any damaged Bravado Drive sidewalk, curb and gutter along property frontage shall be removed and replaced to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint. • Utility laterals • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Prior to issuance of Building Permits	Public Works	
4.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	
5.	Enter into a frontage agreement and bond for construction of public improvements per the approved	Prior to approval of improvement plans	Public Works	

Page 1 of 2

DD8452, PDR-2014-007-01

PUBLIC WORKS CONDITIONS OF APPROVAL

<u>Conditions of Approval</u>		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Public Works plans to the satisfaction of the Public Works Department.			
6.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works	
7.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works	
8.	Number, size, and location of driveways are subject to approval by the Public Works Department	Prior to approval of improvement plans	Public Works	
9.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Prior to approval of improvement plans	Public Works	
10.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public works Department.	Prior to final building inspection	Public Works	

SACRAMENTO AREA SEWER DISTRICT

SERVING YOU 24/7

March 26, 2014

Jessica Jordan
City of Rancho Cordova
Planning Development
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: AutoZone New Store Remodel - DR
APN: 075-0670-001
Control No.: DD8452

Board of Directors

Representing:

County of Sacramento
City of Citrus Heights
City of Elk Grove
City of Folsom
City of Rancho Cordova
City of Sacramento

Dear Ms. Jordan:

Both the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD) reviewed the subject documents.

It is noted that this application is requesting remodel of the former Walker Hardware building to accommodate a new Auto Zone retail store. The existing paved areas will be seal coated and patched for continued use, and the existing landscaping will remain. The property is located at 10121 Folsom Blvd.

SASD Conditions:

- The property is currently connected to public sewer. Sewer service shall continue to be provided by SASD infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.
- Additional sewer impact fee may be required and must be paid before issuance of the building permit. Contact PSU at 916-876-6100 for further information on sewer impact fee.

If you have any questions regarding these comments please call me at 916-876-6278, or call Amandeep Singh at 916-876-6296.

Sincerely,

Stephen Moore

Stephen Moore, P.E., M.B.A.
Development Services

Prabhakar Somavarapu
District Engineer

Rosemary Clark
Director of Operations

Christoph Dobson
Director of Policy & Planning

Karen Stoyanowski
Director of Internal Services

Joseph Maestretti
Chief Financial Officer

Claudia Goss
Public Affairs Manager

10060 Goethe Road
Sacramento, CA 95827-3553
Tel 916.876.6000
Fax 916.876.6180
www.sacsewer.com

PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670
Phone: (916) 851-8750 | Fax: (916) 851-8762

May 14, 2014

Mr. Phillip Pecord
AutoZone, Dept 8320
123 S. Front Street
Memphis, TN 38103

**Subject: Project No. DD8452 – AutoZone Store Renovation – Minor Design Review
10121 Folsom Boulevard**

Dear Mr. Pecord:

The Rancho Cordova Planning Department has received your application for a Minor Design Review for façade renovations for a new AutoZone retail store in the existing building located at 10121 Folsom Boulevard; APN: 075-0670-001-0000).

The subject property is designated Commercial Mixed Use (CMU) in the Folsom Boulevard Specific Plan. Chapter 3, Section C(1)(B) requires all properties to obtain a Minor Design Review for nonresidential façade renovations that involve less than 200 linear feet of façade frontage of an existing building. A Minor Design Review may be approved or conditionally approved by the Planning Director if the project is 1) exempt from the California Environmental Quality Act (CEQA), and 2) found consistent with the approval findings outlined in the Rancho Cordova Zoning Code (Zoning Code).

Project Description: The project includes renovation of the existing Walker Hardware building on Folsom Boulevard. The proposed renovations include installation of signage and a parapet wall along the southern building elevation and a portion of the west building elevation, modification of existing aluminum storefront framing from silver to red, and installation of a new man door and delivery door in replacement of a portion of the window area on the south elevation. The building will also be painted with traditional AutoZone colors including a dark and light gray, white, red, and orange. The project also includes installation of new HVAC units shielded by the new parapet wall and a new trash enclosure, designed to match the existing building.

A duly noticed public hearing was held on May 14, 2014, as prescribed, and the Minor Design Review for the project is approved, based on the following findings:

- 1.) The project is exempt from CEQA analysis by Sections 15301 of the CEQA Guidelines.

***Finding:** The project is exempt from the CEQA Guidelines under Sections 15301 (Existing Facilities).*

Evidence: This proposed building renovation is Categorically Exempt under Section 15301 Existing Facilities. The proposed project is consistent with the General Plan and Zoning designation for the site. No major construction will occur as a result of this project. Improvements are mainly limited to cosmetic updates to an existing building. The building is served by the appropriate public utilities. The proposed improvements will not result in significant impacts related to traffic, noise, air or water quality.

- 2.) The project is consistent with all findings outlined in Chapter 23.140 of the Zoning Code, as follows:

- 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 improve and reinvest in existing developments. This project is consistent with the Folsom Boulevard Specific Plan.

- 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 building improvements will serve to bring a retail user to a currently vacant building. The project will update the exterior of the building with new building colors and new parapet walls, which will in essence, modify the roofline in a modern way. The project will include installation of a new trash enclosure to serve the retail user.

- 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 building façade will provide new visual interest to the currently vacant site. While the project employs traditional corporate colors, the improvements to the site will bring vitality and activity to a location that is currently barren. The improvements to the site are limited in scope and are in keeping with the surrounding properties.

- D. *Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.*

Evidence: No modification to circulation for vehicles will occur as a result of this project. New surface will improve the look of the parking area and a new ADA pathway from the front of the store to the public way will be painted onsite, providing improved pedestrian access to the property. The project will not interfere with existing bicycle paths or transit routes.

The Minor Design Review is subject to the attached Conditions of Approval. Deviations to the conditions may require the Minor Design Review to be amended. If you have any questions regarding the project or conditions of approval, please contact Jessica Jordan at (916) 851-8756.

Sincerely,



Paul Junker
Planning Director

Attachments: Project Plans, Conditions of Approval

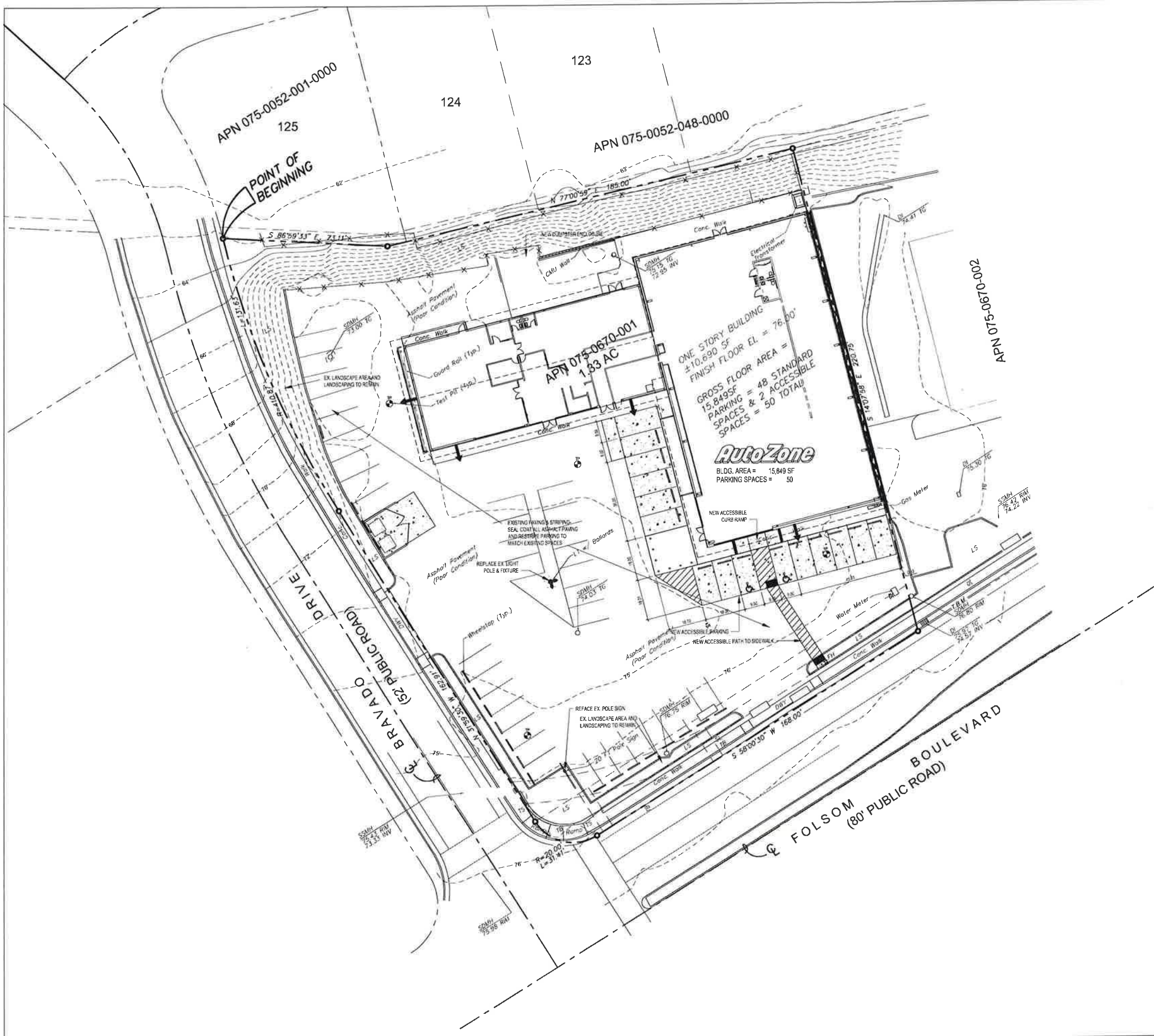


Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the Site Plan, Color Elevations, and Colors/Materials Board (Exhibit A). The project is located at 10121 Folsom Boulevard (Assessor's Parcel Number: 075-0670-001).	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@cityofranchocordova.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	
Prior to Issuance of Improvement Plans or Building Permits				
7.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk along property frontage to the satisfaction of The Public Works Department. Please contact the Public Works Department at (916) 851-8713 to arrange for a site meeting and markout of damaged sidewalk. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Prior to issuance of building permit	Public Works	
8.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Prior to issuance of improvement plans	Public Works	
9.	The property is currently connected to public sewer. Sewer service shall continue to be provided by SASD infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.	Prior to issuance of improvement plans, as applicable	SASD	
10.	Additional sewer impact fees may be required and must be paid before issuance of a building permit. Contact PSU at 916-876-6100 for further information on sewer impact fees.	Prior to issuance of building permit	SASD	
Prior to Final Inspection / Occupancy				
11.	All site improvements and building façade improvements shall be reviewed and approved by Planning before final building inspection. The project will be evaluated against the approved plans for substantial conformance.	Prior to Final Inspection	Planning	



- KEYNOTES**
- 1

Pipe guard - see details 16 / C1.A

2

Dumpster layout - see details 6,9,10, & 11 / C1.A

3

Service Door Plan - see detail 15 / C1.A

4

Bollard Plan - see detail 14 / C1.A

5

Concrete light pole base - see detail 13 / C1.A Aim light fixture in direction as indicated.

6

Curb & gutter @ concrete paving - see detail 1 / C1.A

7

Curb & gutter @ asphalt paving - see detail 2 / C1.A

8

Slope end of curb 4:1

9

New curb cut and approach.

10

Concrete paving - see dtd. 43/5 / C1.A. Expansion and Control joints - see dtd. 21 & 22 / C1.A. Maximum spacing for control joints is 15' O.C. each way.

11

Asphalt paving - see dtd. 28/3 / C1.A.

12

6'-0" long concrete wheel stop pinned to pavement (typical). Locate 3'-6" from face of curb or sidewalk See detail 17 / C1.A.

13

4" wide parking stripe painted white (typ.)

14

4" wide diagonal stripes painted white at 2 ft. O.C.

15

Handicap parking sign - see detail 12 / C1.A G.C. to provide one Van Accessible sign.

16

Concrete sidewalk - see detail 19 & 20 / C1.A for sidewalks around building

17

Accessible Ramp - See detail 2 & 6 / C1.A - Max. slope 1:12 (8.33%), Max. cross slope 1:50 (2.00%) Truncated dome to be a contrasting color.

18

New landscape area - Provide 3" topsoil & sod. See sheet L1.0 for additional information

19

Slope grade from back of curb down to match the existing grade at the property line

20

Screen wall - See detail 18 / C1.A for material and overall height and foundation requirements.

21

Street sign - 'x' x 'h' gtl. See foundation details on signage sheets

22

Loading Area: slope at max. 2-1/2% away from building.

23

Loading Area: slope at max. 2-1/2% away from building.

24

18" x 24" concrete splash blocks @ spouts building down (typ.)

25

5 x 5' concrete pad

26

Freezeless yard hydrant - See detail 4 sheet M2
- GENERAL NOTES**

1.

Proof roll building and all parking areas. Notify the Architect of any unacceptable areas.

2.

Edge of new pavement to be flush with existing pavement.

3.

All sidewalk curb and gutter street paving, curb cuts, driveway approaches, handicap ramp, etc. constructed outside the property line in the right-of-way shall conform to all municipal and/or state specifications and requirements.

4.

For areas outside the property lines, repair and/or replace all damage done to existing elements (sidewalks, paving, landscaping, etc.) as required by owner and/or governing authority.

5.

For proposed utility locations, see the utility plan.

APPROVED
MAY 14 2014
RANCHO CORDOVA
PLANNING

ATTACHMENT 2

OWNER:

AutoZone, Inc.

123 S. FRONT STREET, 3rd FLOOR

MEMPHIS, TENNESSEE 38103

PREPARED FOR:

AutoZone

STORE DEVELOPMENT

Store No.:

6258

10121 FOLSOM BLVD

RANCHO CORDOVA

CA 95670

SITE PLAN

SCALE: 1" = 20'-0"

REVISIONS

1.

2.

3.

4.

5.

6.

7.

ARCHITECT:

DRAFTSMAN:

CHECKED BY:

DATE

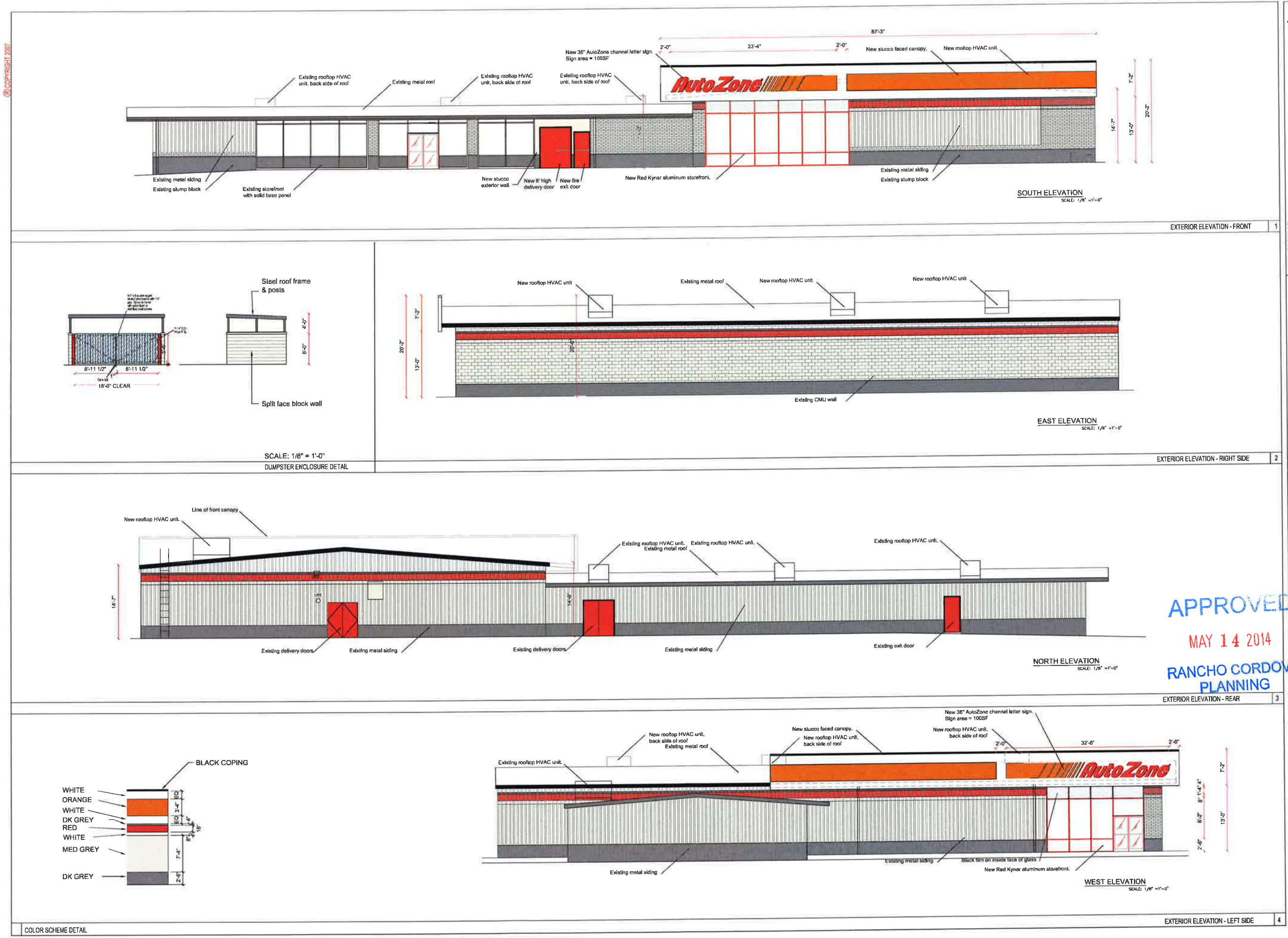
2/11/14

PHOTOGRAPHY: SUB:

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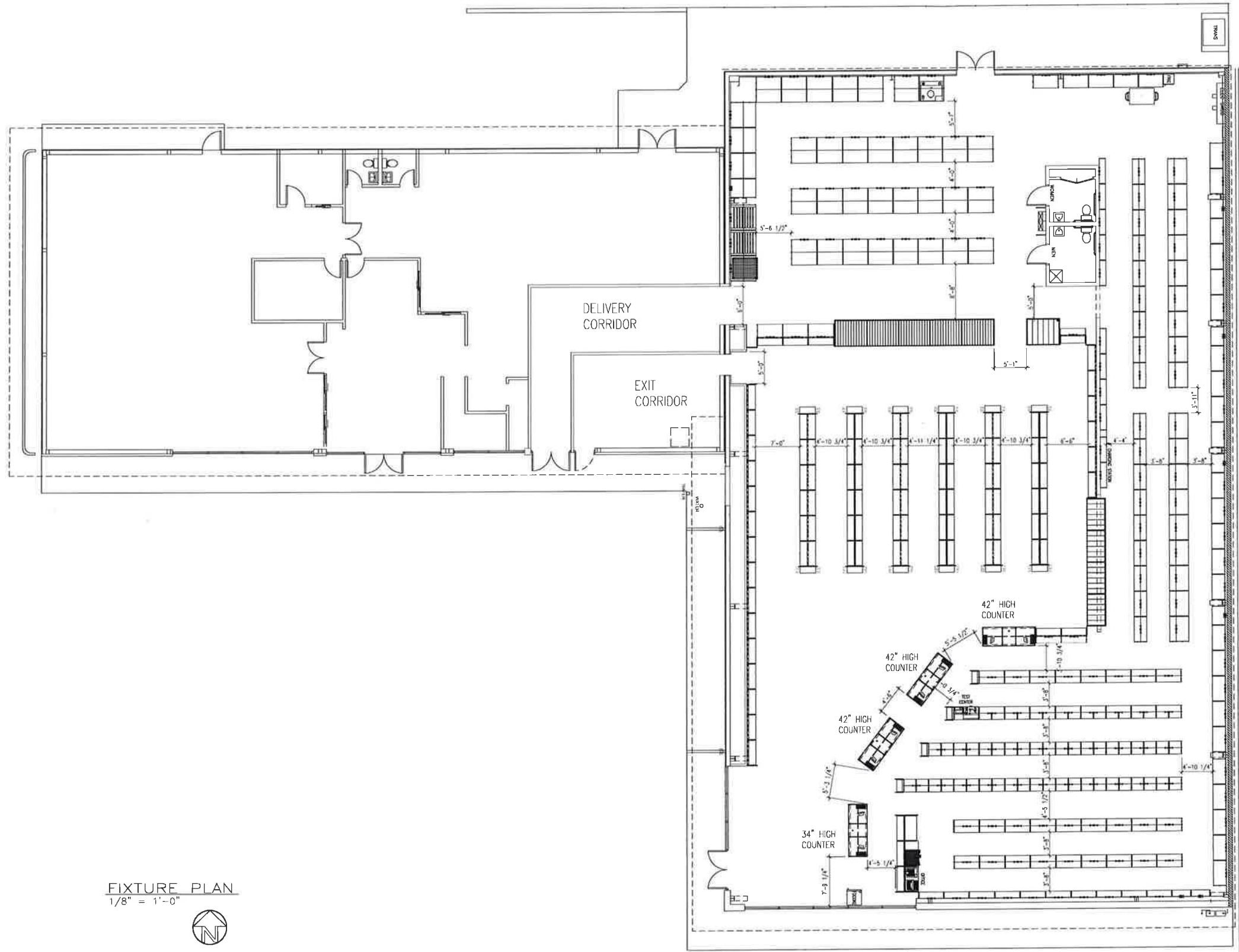
C1.0

423



ATTACHMENT 2					
REVISIONS					
1	2	3	4	5	6
AutoZone Store No. 6258 10121 FOLSOM BLVD RANCHO CORDOVA CA 95670 COLOR ELEVATIONS					
Architect: PHILLIP RECORD 123 South Front Street Memphis, Tennessee 38103 TEL: 901-495-8706 FAX: (901) 495-8969 For Bidding & Contractor Information Contact: McGraw - Hill Construction Tel. 615-884-1017 www.construction.com					
2/11/14					
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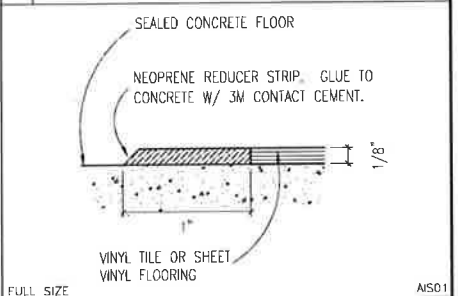


FIXTURE PLAN
1/8" = 1'-0"

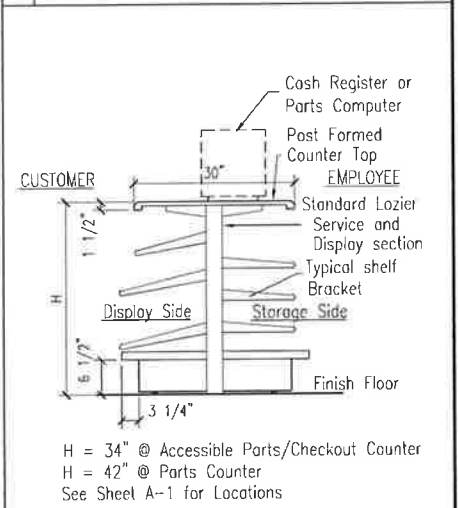
1. THE FOLLOWING IS GENERAL INFORMATION, REFER TO SPECIFICATIONS FOR FLOOR PREPARATION, TILE MANUFACTURER, STYLE, INSTALLATION INSTRUCTIONS, CLEANING AND WAXING.
2. ALL NEW TILE SHALL BE 12" X 12" X 1/8" VINYL FLOOR TILE, WHERE EXISTING TILE IS SHOWN TO REMAIN, NEW TILE REQUIRED TO COMPLETE THE INSTALLATION SHALL MATCH THE EXISTING, IF THE TILE IS NO LONGER AVAILABLE CONSULT THE AUTOZONE PROJECT MANAGER FOR INSTRUCTIONS BEFORE PROCEEDING ANY FURTHER. REFER TO FLOOR PLAN THIS SHEET FOR THE EXTENT OF NEW TILE REQUIRED.
3. PROVIDE TILE TRANSITION STRIPS WHERE TILE STOPS AND CONCRETE FLOOR IS LEFT EXPOSED.
4. 4" BLACK VINYL BASE ON ALL WALLS, INCLUDING INTERIOR & EXTERIOR OF ALL RESTROOM WALLS.
5. AT THE COMPLETION OF THE PROJECT, LEAVE ONE UN-OPENED BOX OF FLOOR TILE TO BE GIVEN TO THE PROJECT MANAGER, WHO WILL RETURN HAND IT OFF TO THE MAINTENANCE PERSONNEL.

1/8" = 1'-0" FTN

1 FLOOR TILE NOTES



2 TRANSITION STRIP



3 SECTION THRU COUNTER

APPROVED
MAY 14 2014
RANCHO CORDOVA
PLANNING

REVISIONS					
1	2	3	4	5	6
AutoZone Store No. 6258 10121 FOLSOM BLVD RANCHO CORDOVA CA 95670 FIXTURE / FLOOR TILE PLAN / DETAILS / NOTES					
Architect: PHILLIP PECORD 123 South Front Street Memphis, Tennessee 38103 TEL: 901-495-8706 FAX: (901) 495-8969 For Bidding & Contractor Information Contact: McGraw - Hill Construction Tel. 615-884-1017 www.construction.com					
2/11/14					
7N					
A-5					

ATTACHMENT 3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 82-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE AUTOZONE MINOR DESIGN REVIEW - PROJECT NO. DD8452**

WHEREAS, AutoZone (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Minor Design Review for the remodel of the existing building, located at 10121 Folsom Boulevard. (Assessor's Parcel Number: 075-0670-001-0000); and

WHEREAS, during the standard review process, staff determined the project need revisions to ensure compliance with the Code and informed the applicant of such; and

WHEREAS, the applicant then revised the project to reduce the scope of improvements on site; and

WHEREAS, the reduction in project scope limited staff's ability to request additional site improvements; and

WHEREAS, in light of the restricted scope of the project, staff prepared conditions of approval and provided proper public noticing for the Planning Director's action, which occurred following a public hearing on May 14, 2014; and

WHEREAS, Councilmember Budge provided the proper notification to staff that she desired the AutoZone Minor Design Review be called-up for full Council consideration as provided for by Chapter 23.167 of the Zoning Code; 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 properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the AutoZone Minor Design Review (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15301, Existing Facilities, as supported by the following:

This proposed building renovation is Categorically Exempt under Section 15301 Existing Facilities. The proposed project is consistent with the General Plan and Zoning designation for the site. No major construction would occur as a result of this project. Improvements are mainly limited to cosmetic updates to an existing building. The building is served by the appropriate public utilities. The proposed improvements would not result in significant impacts related to traffic, noise, air or water quality.

ATTACHMENT 3

- B. Approve the Minor Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

1. 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 improve and reinvest in existing developments. This project is consistent with the Folsom Boulevard Specific Plan.

2. 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 building improvements would serve to bring a retail user to a currently vacant building. The project would update the exterior of the building with new building colors and new parapet walls, which would in essence, modify the roofline in a modern way. The project would include installation of a new trash enclosure to serve the retail user.

3. 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 building façade would provide new visual interest to the currently vacant site. While the project employs traditional corporate colors, the improvements to the site would bring vitality and activity to a location that is currently barren. The improvements to the site are limited in scope and are in keeping with the surrounding properties.

4. Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: No modification to circulation for vehicles would occur as a result of this project. New surface would improve the look of the parking area and a new ADA pathway from the front of the store to the public way would be painted onsite, providing improved pedestrian access to the property. The project would not interfere with existing bicycle paths or transit routes.

ATTACHMENT 3

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

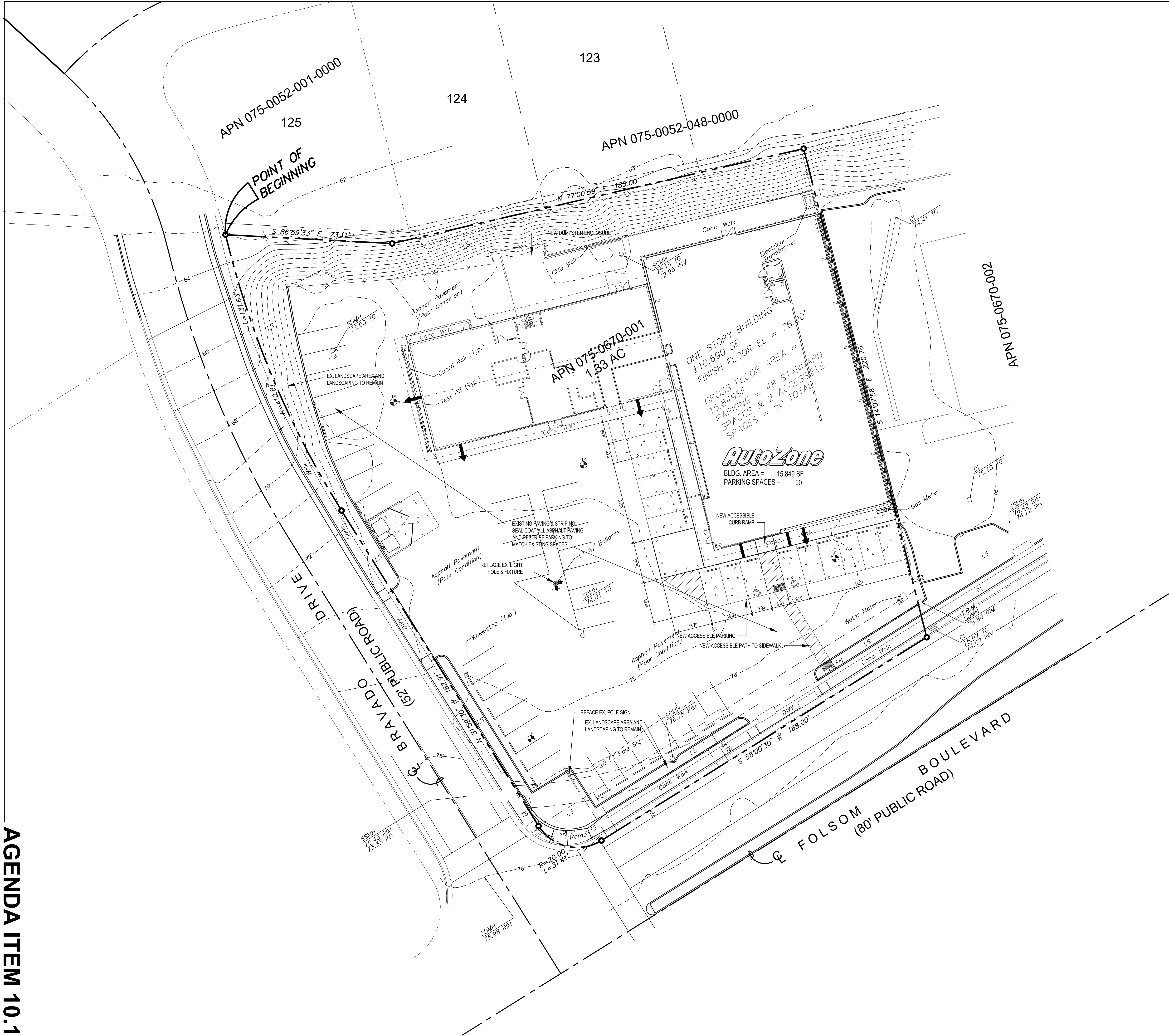
ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



KEYNOTES	
BUILDING & PAVING	
1	Pipe guard - see details 16 / C1.A
2	Dumpster layout - see details 8,9,10, & 11/ C1.A
3	Service Door Plan - see detail 15/ C1.A
4	Bollard Plan - see detail 14/ C1.A
5	Concrete light pole base - see detail 13/ C1.A Aim light fixture in direction as indicated.
6	Curb & gutter @ concrete paving - see detail 1 / C1.A
7	Curb & gutter @ asphalt paving - see detail 2 / C1.A
8	Slope end of curb 4:1
9	New curb cut and approach.
10	Concrete paving - see dtl. 4&5/ C1.A. Expansion and Control joints - see dtls. 21 & 22/ C1.A. Maximum spacing for control joints is 15' O.C. each way.
11	Asphalt paving - see dtl. 2&3/ C1.A.
12	6'-0" long concrete wheel stop pinned to pavement (typical). Locate 3'-6" from face of curb or sidewalk See detail 17 / C1.A
13	4" wide parking stripe painted white (typ.)
14	4" wide diagonal stripes painted white at 2 ft. O.C.
15	Handicap parking sign - see detail 12/ C1.A G.C. to provide one Van Accessible sign.
16	Concrete sidewalk - see detail 19 & 20/ C1.A for sidewalks around building
17	Accessible Ramp - See detail 2 & 6 /C1.A - Max. slope 1:12 (8.33%) , Max. cross slope 1:50 (2.00%) Truncated dome to be a contrasting color.
18	New landscape area - Provide 3" topsoil & sod. See sheet L1.0 for additional information
19	Slope grade from back of curb down to match the existing grade at the property line
20	Screen wall - See detail 18/ C1.A for material and overall height and foundation requirements.
21	Street sign - 'x' x 'hgt. See foundation details on signage sheets
22	Loading Area: slope at max. 2-1/2% away from building.
23	Loading Area: slope at max. 2-1/2% away from building.
24	18" x 24" concrete splash blocks @ spouts building down (typ.)
25	5' x 5' concrete pad
26	Freezeless yard hydrant - See deatl 4 sheet M2
GENERAL NOTES	
1. Proof roll building and all parking areas. Notify the Architect of any unacceptable areas.	
2. Edge of new pavement to be flush with existing pavement.	
3. All sidewalk curb and gutter street paving, curb cuts, driveway approaches, handicap ramp, etc. constructed outside the property line in the right-of-way shall conform to all municipal and/or state specifications and requirements.	
4. For areas outside the property lines, repair and/or replace all damage done to existing elements (sidewalks, paving, landscaping, etc.) as required by owner and/or governing authority.	
5. For proposed utility locations, see the utility plan.	

OWNER:
AutoZone, Inc.
123 S. FRONT STREET, 3rd FLOOR
MEMPHIS, TENNESSEE 38103

PREPARED FOR:
AutoZone STORE DEVELOPMENT

Store No.: 6258
10121 FOLSOM BLVD
RANCHO CORDOVA
CA 95670

SITE PLAN

SCALE: 1" = 20'-0"

REVISIONS
1.
2.
3.
4.
5.
6.
7.

ARCHITECT:

DRAFTSMAN:

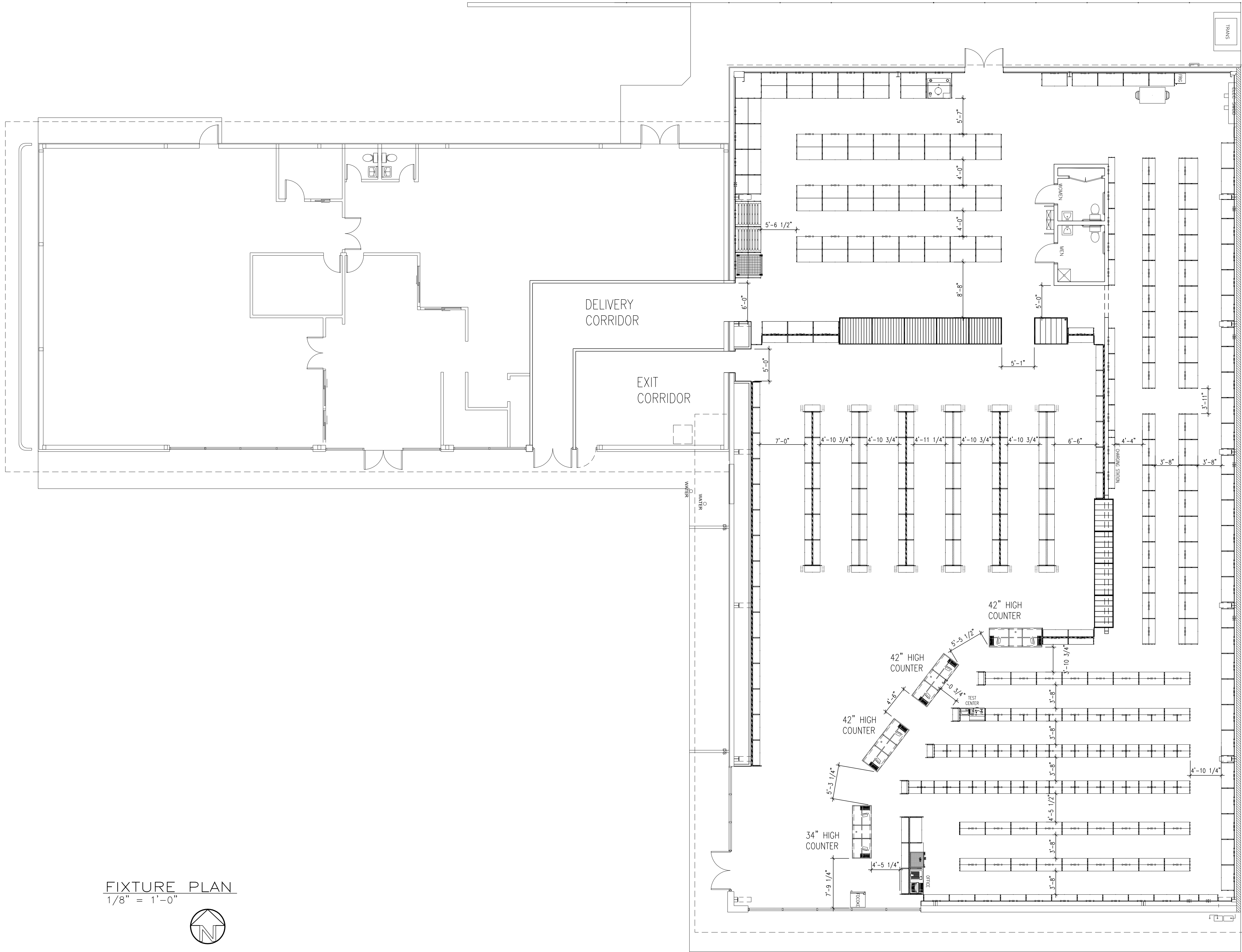
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DATE
2/11/14

PROTOTYPE SIZE
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C1.0

429

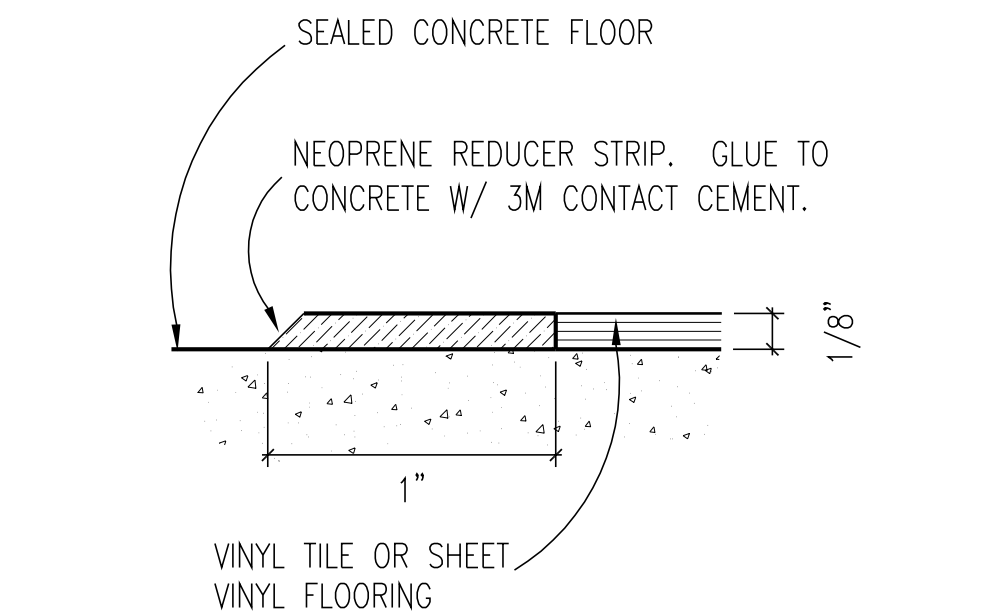


FIXTURE PLAN
1/8" = 1'-0"

1. THE FOLLOWING IS GENERAL INFORMATION, REFER TO SPECIFICATIONS FOR FLOOR PREPARATION, TILE MANUFACTURER, STYLE, INSTALLATION INSTRUCTIONS, CLEANING AND WAXING.
2. ALL NEW TILE SHALL BE 12" X 12" X 1/8" VINYL FLOOR TILE, WHERE EXISTING TILE IS SHOWN TO REMAIN. NEW TILE REQUIRED TO COMPLETE THE INSTALLATION SHALL MATCH THE EXISTING. IF THE TILE IS NO LONGER AVAILABLE CONSULT THE AUTOZONE PROJECT MANAGER FOR INSTRUCTIONS BEFORE PROCEEDING ANY FURTHER. REFER TO FLOOR PLAN THIS SHEET FOR THE EXTENT OF NEW TILE REQUIRED.
3. PROVIDE TILE TRANSITION STRIPS WHERE TILE STOPS AND CONCRETE FLOOR IS LEFT EXPOSED.
4. 4" BLACK VINYL BASE ON ALL WALLS, INCLUDING INTERIOR & EXTERIOR OF ALL RESTROOM WALLS.
5. AT THE COMPLETION OF THE PROJECT, LEAVE ONE UN-OPENED BOX OF FLOOR TILE TO BE GIVEN TO THE PROJECT MANAGER, WHO WILL INTURN HAND IT OFF TO THE MAINTENANCE PERSONEL.

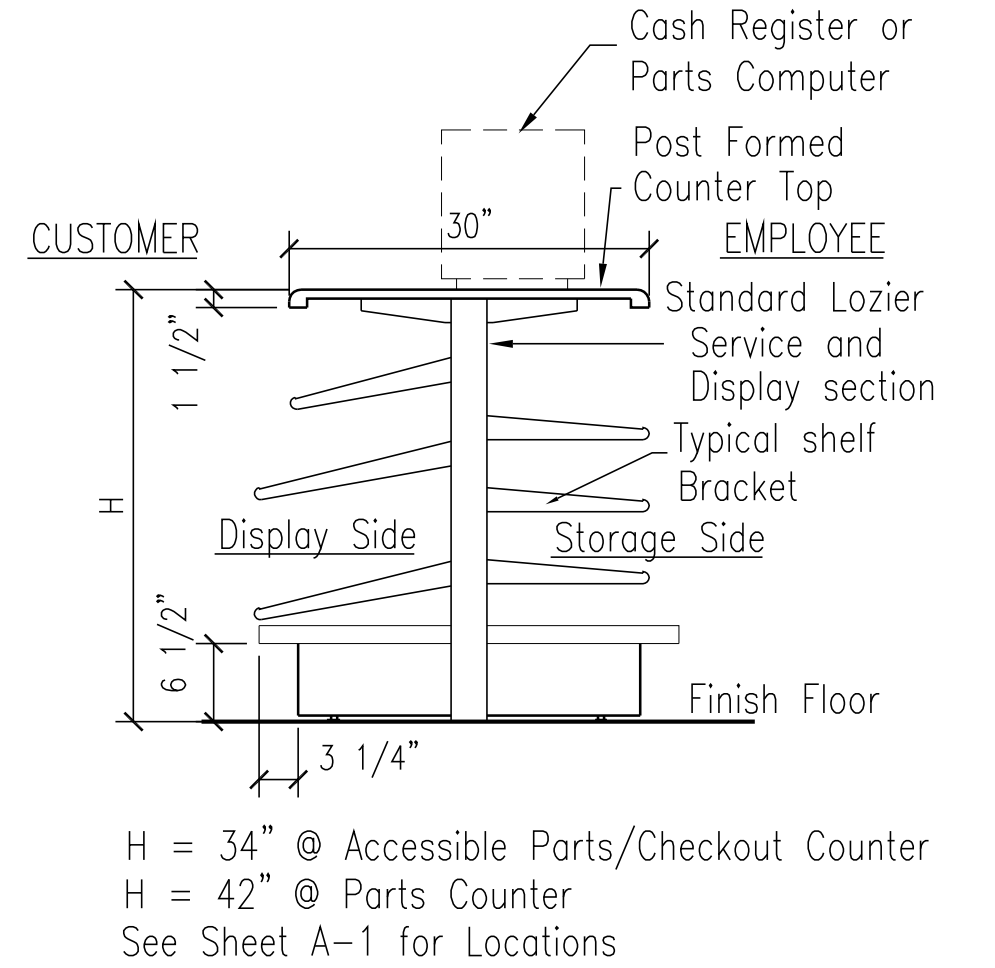
1/8" = 1'-0" FTN

1 FLOOR TILE NOTES



FULL SIZE AIS01

2 TRANSITION STRIP



3/4" = 1'-0" counter

3 SECTION THRU COUNTER

REVISIONS					
1	4				
2	5				
3	6				

AutoZone Store No. 6258
10121 FOLSOM BLVD

RANCHO CORDOVA CA 95670

FIXTURE / FLOOR TILE PLAN / DETAILS / NOTES

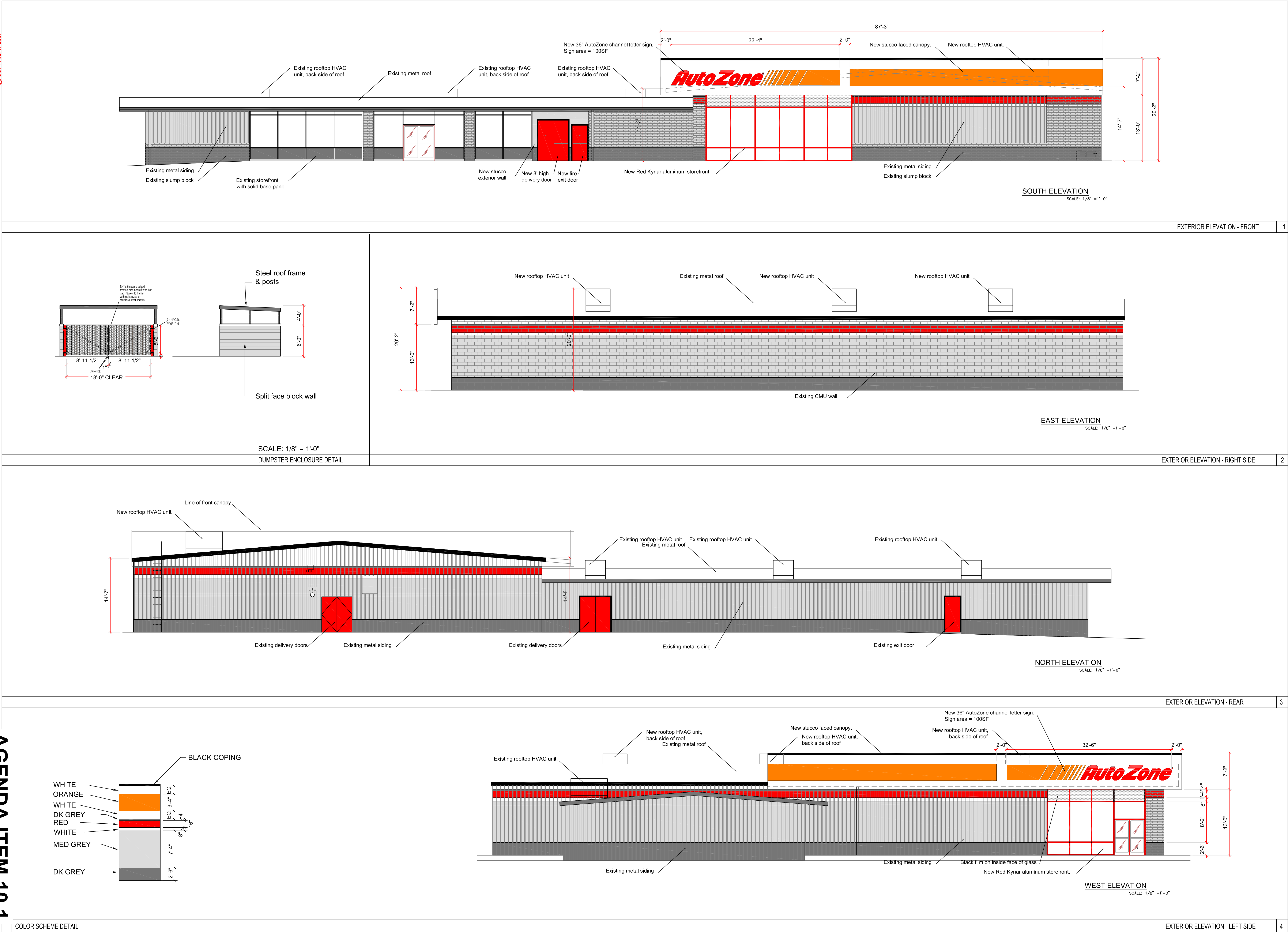
Architect: PHILLIP PECORD
123 South Front Street
Memphis, Tennessee 38103
TEL: 901-495-8706 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
McGraw - Hill Construction Tel. 615-884-1017
www.construction.com

2/11/14

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AGENDA ITEM 10.1



REVISIONS					
1	4	5	6		
2					
3					

AutoZone Store No. 6258	
10121 FOLSOM BLVD	
RANCHO CORDOVA CA 95670	
COLOR ELEVATIONS	

Architect: PHILLIP RECORD	
123 South Front Street	
Memphis, Tennessee 38103	
TEL: 901-495-8706 FAX: (901) 495-8969	
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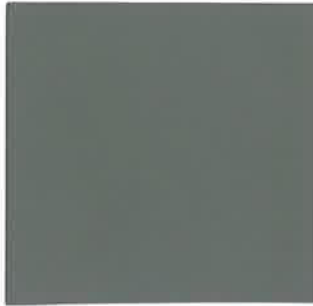
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Color / Material Samples For:



STORE # 6258

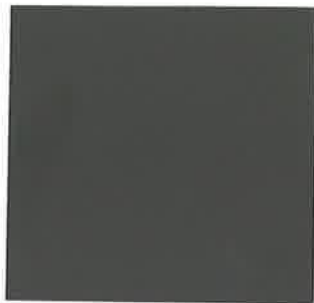
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Medium Grey
CMU/Siding



Orange
Stucco Finish



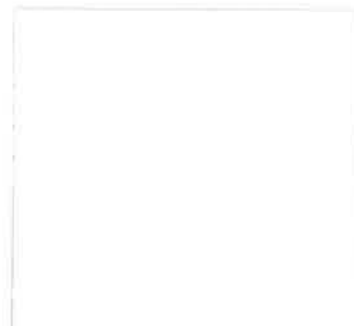
Dark Grey
CMU/Siding



Red Kynar Finish
Storefront Mullions



Black
Roof Coping



White
Stucco Finish

Conditions of Approval

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and <u>Signature</u>)
1.	The project shall be constructed in substantial compliance with the Site Plan, Color Elevations, and Colors/Materials Board (Exhibit A). The project is located at 10121 Folsom Boulevard (Assessor's Parcel Number: 075-0670-001).	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	
Prior to Issuance of Improvement Plans or Building Permits				
7.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk along property frontage to the satisfaction of The Public Works Department. Please contact the Public Works Department at (916) 851-8713 to arrange for a site meeting and markout of damaged sidewalk. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Prior to issuance of building permit	Public Works	
8.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Prior to issuance of improvement plans	Public Works	
9.	The property is currently connected to public sewer. Sewer service shall continue to be provided by Sacramento Area Sewer District (SASD) infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.	Prior to issuance of improvement plans, as applicable	SASD	
10.	Additional sewer impact fees may be required and must be paid before issuance of a building permit. Contact Permit Services Unit (PSU) at 916-876-6100 for further information on sewer impact fees.	Prior to issuance of building permit	SASD	
Prior to Final Inspection / Occupancy				
11.	All site improvements and building façade improvements shall be reviewed and approved by Planning before final building inspection. The project will be evaluated against the approved plans for substantial conformance.	Prior to Final Inspection	Planning	

Conditions of Approval





ATTACHMENT 4

075-0670-001
ETHAN CONRAD
1300 NATIONAL DR #100
SACRAMENTO CA 95834

075-0670-001
OCCUPANT
10121 FOLSOM BLVD
RANCHO CORDOVA CA 95670

075-0670-001
OCCUPANT
10119 FOLSOM BLVD
RANCHO CORDOVA CA 95670

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TERRA VISTA APTS RC LIMITED
PARTNERSHIP
7945 VINEYARD AVE #D5
RANCHO CUCAMON CA 91730

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10055 TERRA LOMA DR # 101
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 102
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 103
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 104
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 105
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 106
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 107
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 108
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 109
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 110
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 111
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 112
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 113
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 114
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 115
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 116
RANCHO CORDOVA CA 95670

ATTACHMENT 4

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 117
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 118
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 119
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 120
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 121
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 122
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 123
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 124
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 125
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 126
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 127
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 128
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 129
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 130
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 131
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 132
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 133
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 134
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 135
RANCHO CORDOVA CA 95670

075-0033-001
OCCUPANT
10055 TERRA LOMA DR # 136
RANCHO CORDOVA CA 95670

075-0033-002,003
YOUTH SERVS TRINITY
PO BOX 848
COLTON CA 92324

075-0033-002
OCCUPANT
10087 TERRA LOMA DR
RANCHO CORDOVA CA 95670

075-0033-005
CARINGELLO FAMILY LIMITED
PARTNERSHIP
PO BOX 06116
CHICAGO IL 60606

075-0033-005
OCCUPANT
10117 FOLSOM BLVD
RANCHO CORDOVA CA 95670

075-0033-006
ECP & TPB2 LLC
1300 NATIONAL DR #100
SACRAMENTO CA 95834

075-0033-006
OCCUPANT
10115 FOLSOM BLVD # 100
RANCHO CORDOVA CA 95670

075-0033-006
OCCUPANT
10115 FOLSOM BLVD # 101
RANCHO CORDOVA CA 95670

075-0033-006
OCCUPANT
10115 FOLSOM BLVD # 102
RANCHO CORDOVA CA 95670

075-0033-007
GERALD A & LEONOR V KOSHMAN
1990 REVOCABLE TRUST
2608 INGLETON LN
SACRAMENTO CA 95835

075-0033-007
OCCUPANT
10113 FOLSOM BLVD # A
RANCHO CORDOVA CA 95670

ATTACHMENT 4

075-0033-007
OCCUPANT
10113 FOLSOM BLVD # B
RANCHO CORDOVA CA 95670

075-0033-007
OCCUPANT
10113 FOLSOM BLVD # C
RANCHO CORDOVA CA 95670

075-0033-007
OCCUPANT
10113 FOLSOM BLVD # D
RANCHO CORDOVA CA 95670

075-0033-008
AKIA GAS LP
11645 SAN PABLO AVE
EL CERRITO CA 94530

075-0033-008
OCCUPANT
10109 FOLSOM BLVD
RANCHO CORDOVA CA 95670

075-0033-015
MARION D & BERTHA SMITH FMLY
REVOCABLE
2211 EL CANTO CIR
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # A
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # B
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # C
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # D
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # E
RANCHO CORDOVA CA 95670

075-0033-015
OCCUPANT
2830 BRAVADO DR # F
RANCHO CORDOVA CA 95670

075-0033-016
LAFAYETTE INV CORPORATION
5400 HALSTED AVE
CARMICHAEL CA 95608

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # A
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # B
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # C
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # D
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # E
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # F
RANCHO CORDOVA CA 95670

075-0033-016
OCCUPANT
10089 FOLSOM BLVD # G
RANCHO CORDOVA CA 95670

075-0052-001
YARAK FAMILY TRUST
6806 FALLSBROOK CT
GRANITE BAY CA 95746

075-0052-001
OCCUPANT
2735 EL PARQUE CIR # A
RANCHO CORDOVA CA 95670

075-0052-001
OCCUPANT
2735 EL PARQUE CIR # B
RANCHO CORDOVA CA 95670

075-0052-001
OCCUPANT
2735 EL PARQUE CIR # C
RANCHO CORDOVA CA 95670

075-0052-001
OCCUPANT
2735 EL PARQUE CIR # D
RANCHO CORDOVA CA 95670

075-0052-005,038
CHARLES & KIMBERLEY
RICHARDSON
4827 MOWRY AVE
FREMONT CA 94538

075-0052-005
OCCUPANT
2727 EL PARQUE CIR # A
RANCHO CORDOVA CA 95670

075-0052-005
OCCUPANT
2727 EL PARQUE CIR # B
RANCHO CORDOVA CA 95670

075-0052-005
OCCUPANT
2727 EL PARQUE CIR # C
RANCHO CORDOVA CA 95670

075-0052-005
OCCUPANT
2727 EL PARQUE CIR # D
RANCHO CORDOVA CA 95670

ATTACHMENT 4

075-0052-038
OCCUPANT
2727 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0052-006,007
GEORGE A & DARLENE F UYEKI
8624 MARSH CREEK CT
ROSEVILLE CA 95747

075-0052-006
OCCUPANT
2725 EL PARQUE CIR # A
RANCHO CORDOVA CA 95670

075-0052-006
OCCUPANT
2725 EL PARQUE CIR # B
RANCHO CORDOVA CA 95670

075-0052-006
OCCUPANT
2725 EL PARQUE CIR # C
RANCHO CORDOVA CA 95670

075-0052-006
OCCUPANT
2725 EL PARQUE CIR # D
RANCHO CORDOVA CA 95670

075-0052-007
OCCUPANT
2723 EL PARQUE CIR # 1
RANCHO CORDOVA CA 95670

075-0052-007
OCCUPANT
2723 EL PARQUE CIR # 2
RANCHO CORDOVA CA 95670

075-0052-007
OCCUPANT
2723 EL PARQUE CIR # 3
RANCHO CORDOVA CA 95670

075-0052-007
OCCUPANT
2723 EL PARQUE CIR # 4
RANCHO CORDOVA CA 95670

075-0052-039,040
COUNTY OF SACRAMENTO HOUSING
AUTHORITY
801 12TH ST
SACRAMENTO CA 95814

075-0052-039
OCCUPANT
2707 EL PARQUE CIR # 1
RANCHO CORDOVA CA 95670

075-0052-039
OCCUPANT
2707 EL PARQUE CIR # 2
RANCHO CORDOVA CA 95670

075-0052-039
OCCUPANT
2707 EL PARQUE CIR # 3
RANCHO CORDOVA CA 95670

075-0052-039
OCCUPANT
2707 EL PARQUE CIR # 4
RANCHO CORDOVA CA 95670

075-0052-040
OCCUPANT
2703 EL PARQUE CIR # 1
RANCHO CORDOVA CA 95670

075-0052-040
OCCUPANT
2703 EL PARQUE CIR # 2
RANCHO CORDOVA CA 95670

075-0052-040
OCCUPANT
2703 EL PARQUE CIR # 3
RANCHO CORDOVA CA 95670

075-0052-040
OCCUPANT
2703 EL PARQUE CIR # 4
RANCHO CORDOVA CA 95670

075-0052-048
SL LAKE VIEW DEVELOPMENTS LLC
4141 PLSNT RNCH RD #300
PLACERVILLE CA 95667

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 1
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 2
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 3
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 4
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 5
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2729 EL PARQUE CIR # 6
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 7
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 8
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 9
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 10
RANCHO CORDOVA CA 95670

ATTACHMENT 4

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 11
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2731 EL PARQUE CIR # 12
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2733 EL PARQUE CIR # 13
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2733 EL PARQUE CIR # 14
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2733 EL PARQUE CIR # 15
RANCHO CORDOVA CA 95670

075-0052-048
OCCUPANT
2733 EL PARQUE CIR # 16
RANCHO CORDOVA CA 95670

075-0052-050
EMINE & MOSES MANUKYAN
10401 SHERMAN GROVE AVE
SUNLAND CA 91040

075-0052-050
OCCUPANT
2715 EL PARQUE CIR # 1
RANCHO CORDOVA CA 95670

075-0052-050
OCCUPANT
2715 EL PARQUE CIR # 2
RANCHO CORDOVA CA 95670

075-0052-050
OCCUPANT
2715 EL PARQUE CIR # 3
RANCHO CORDOVA CA 95670

075-0052-050
OCCUPANT
2715 EL PARQUE CIR # 4
RANCHO CORDOVA CA 95670

075-0053-002
JERRY DAVID MCCAIN
2704 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-002
OCCUPANT
2706 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-003
MARGARET MICHELLE & DONALD
PENKALA
6860 WOODCHASE DR
GRANITE BAY CA 95746

075-0053-003
OCCUPANT
2708 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-003
OCCUPANT
2710 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-004
TONYVICKIE H LEE FAMILY TRUST
1315 GENEVA AVE
SAN FRANCISCO CA 94112

075-0053-004
OCCUPANT
2712 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-004
OCCUPANT
2714 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-005
JODINE K RASMUSSEN
1837 INCLINE WAY
ROSEVILLE CA 95661

075-0053-005
OCCUPANT
2716 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-005
OCCUPANT
2718 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-006
FINBARR & IRIT DALY
1326 20TH AVE
SAN FRANCISCO CA 94122

075-0053-006
OCCUPANT
2720 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-006
OCCUPANT
2722 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-007
FEDERAL NATIONAL MORTGAGE
ASSOCIATION
1800 TAPO CANYON RD
SIMI VALLEY CA 93063

075-0053-007
OCCUPANT
2724 EL PARQUE CIR # A
RANCHO CORDOVA CA 95670

075-0053-007
OCCUPANT
2724 EL PARQUE CIR # B
RANCHO CORDOVA CA 95670

075-0053-008
MARGARET M & DONALD PENKALA
6860 WOODCHASE DR
GRANITE BAY CA 95746

075-0053-008
OCCUPANT
2728 EL PARQUE CIR
RANCHO CORDOVA CA 95670

ATTACHMENT 4

075-0053-008
OCCUPANT
2726 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-009
MAE F JOHNSTON REVOCABLE
TRUST
8967 GIANT PANDA DR
SACRAMENTO CA 95829

075-0053-009
OCCUPANT
2719 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-009
OCCUPANT
2732 EL PARQUE CIR
RANCHO CORDOVA CA 95670

075-0053-010
ROHAN C & KIMBERLY R REID
REVOCABLE LIVING TRUST
8759 HAMMERSMITH LN
FAIR OAKS CA 95628

075-0053-010
OCCUPANT
2713 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-010
OCCUPANT
2711 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-011
TURNING POINT COMMUNITY
PROGRAMS
3440 VIKING DR #114
SACRAMENTO CA 95827

075-0053-011
OCCUPANT
2701 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-011
OCCUPANT
2705 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-012
HRONEC FAMILY LIVING TRUST
136 CANYON RIM DR
FOLSOM CA 95630

075-0053-012
OCCUPANT
2643 MODERNA CT
RANCHO CORDOVA CA 95670

075-0053-013
KWI HWAN
2639 MODERNA CT
GOLD RIVER CA 95670

075-0053-013
OCCUPANT
2641 MODERNA CT
GOLD RIVER CA 95670

075-0053-014
ROHAN REID
2635 MODERNA CT
GOLD RIVER CA 95670

075-0053-014
OCCUPANT
2637 MODERNA CT
GOLD RIVER CA 95670

075-0053-015
SHEEK REVOCABLE LIVING TRUST
3097 EXPLORER DR
SACRAMENTO CA 95827

075-0053-015
OCCUPANT
2629 MODERNA CT
RANCHO CORDOVA CA 95670

075-0053-015
OCCUPANT
2631 MODERNA CT
RANCHO CORDOVA CA 95670

075-0053-016
WALENTYNA SZYRYNSKA
REVOCABLE LIVING TRUST
6207 CASTRO VERDE WAY
ELK GROVE CA 95757

075-0053-016
OCCUPANT
2625 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-016
OCCUPANT
2627 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-017
KARTHIK RAMAMURTHY
2049 WAYCROSS RD
FREMONT CA 94539

075-0053-017
OCCUPANT
2623 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0053-017
OCCUPANT
2621 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-005
ARAXIA MANUKYAN
2404 STOKESWOOD WAY
RANCHO CORDOVA CA 95670

075-0054-005
OCCUPANT
2618 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-005
OCCUPANT
2620 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-006
HAN V NGUYEN
35525 GALEN PL
FREMONT CA 94536

075-0054-006
OCCUPANT
2622 BRAVADO DR
RANCHO CORDOVA CA 95670



ATTACHMENT 4

075-0054-006
OCCUPANT
2624 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-008
MARLA PARADA
1140 5TH AVE
CROCKETT CA 94525

075-0054-008
OCCUPANT
2702 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-008
OCCUPANT
2700 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-009
KENJI K & CAROL K TAKEHARA
10928 ALANDALE WAY
RANCHO CORDOVA CA 95670

075-0054-009
OCCUPANT
2704 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-009
OCCUPANT
2706 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-010
ARK HOMES LLC
4069 ALBERT CIR
EL DORADO HILL CA 95762

075-0054-010
OCCUPANT
2714 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-010
OCCUPANT
2712 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-011
ALFREDO & OTHON BATRES
9464 WHITE HORSE WAY
ELK GROVE CA 95624

075-0054-011
OCCUPANT
2720 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-011
OCCUPANT
2722 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-018
NATALIYA KLIMOVICH
2628 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0054-018
OCCUPANT
2626 BRAVADO DR
RANCHO CORDOVA CA 95670

075-0670-002
KIM L TO
1322 SOUZA DR
EL DORADO HILL CA 95762

075-0670-002
OCCUPANT
10131 FOLSOM BLVD
RANCHO CORDOVA CA 95670

076-0033-005
A & WAHEEDA MOHAMMAD
1665 ORINDA PL
WEST SACRAMENT CA 95691

076-0033-005
OCCUPANT
2890 LA LOMA DR
RANCHO CORDOVA CA 95670

076-0033-006,007
DANIEL & THOMAS DAUENHAUER
PO BOX 1398
SHINGLE SPRING CA 95682

076-0033-006
OCCUPANT
10149 FOLSOM BLVD
RANCHO CORDOVA CA 95670

076-0033-007
OCCUPANT
10145 FOLSOM BLVD
RANCHO CORDOVA CA 95670

076-0033-008
TRAN FAMILY TRUST
9108 MOONEY RD
ELK GROVE CA 95624

076-0033-008
OCCUPANT
10139 FOLSOM BLVD
RANCHO CORDOVA CA 95670

076-0033-016
DALE & BARBARA BURKE
PO BOX 129
FAIR OAKS CA 95628

076-0033-016
OCCUPANT
10137 FOLSOM BLVD
RANCHO CORDOVA CA 95670

076-0033-017
KENNETH A EVILSIZOR TRUST
2966 DEER MEADOW DR
DANVILLE CA 94506

076-0033-017
OCCUPANT
2880 LA LOMA DR # 1
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 2
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 3
RANCHO CORDOVA CA 95670

ATTACHMENT 4

076-0033-017
OCCUPANT
2880 LA LOMA DR # 4
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 5
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 6
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 7
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2880 LA LOMA DR # 8
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 9
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 10
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 11
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 12
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 13
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 14
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 15
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 16
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 17
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2828 LA LOMA DR # 18
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 19
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 20
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 21
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 22
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 23
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 24
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 25
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 26
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 27
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 28
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 29
RANCHO CORDOVA CA 95670

076-0033-017
OCCUPANT
2820 LA LOMA DR # 30
RANCHO CORDOVA CA 95670

076-0033-017
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RANCHO CORDOVA CA 95670

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TRANSPORTATION CORR JOINT
POWERS AUTHO SAC-PLCRVLE
PO BOX 2110
SACRAMENTO CA 95812

077-0020-065
WESTCORE DELTA LLC
4435 EASTGATE MALL #300
SAN DIEGO CA 92121

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ASHLEY 2012 FAMILY TRUST
800 IRON POINT RD
FOLSOM CA 95630

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ATTACHMENT 4

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AREC 13 LLC
PO BOX 29046
PHOENIX AZ 85038

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OCCUPANT
10161 MILLS STATION RD
SACRAMENTO CA 95827

AutoZone Minor Design Review

Agenda Item 10.1

Rancho Cordova City Council
Jessica Jordan, Project Planner
July 7, 2014



Project Background

- Minor Design Review application for an AutoZone at 10121 Folsom Boulevard was received on March 3, 2014
- Original request would remove the westerly portion of the existing building, addition of 170 feet of parapet on two sides, create additional parking, minor improvements to existing parking and painting of the entire building
- Staff review identified several areas where the proposal was not consistent with the Code

Subject Property



Project Background

- Following staff's review, the applicant modified the project, reducing the overall scope to the 170 foot parapet and addition of a new trash enclosure
- Given the limited scope, the Planning Director approved the project on May 14, 2014
- Following Director approval, Councilmember Budge provided proper notification that the AutoZone Minor Design Review would be called up to Council per Section 23.167 of the Code

Required Permits and Regulatory Basis

- Chapter 3, Section 1 of the Folsom Boulevard Specific Plan identifies types of entitlements
- Given the limited scope of the project, the project is in category (b)(3), Minor Projects, “Nonresidential façade renovations that involve less than 200 linear feet of façade frontage of an existing building...”

Current Project Description

- The proposed renovations include:
 - ❑ Installation of a 170 foot parapet wall with signage along the southern and western building elevations
 - ❑ Modification of existing aluminum storefront framing from silver to red
 - ❑ Installation of new man door and delivery door in replacement of a window on the western portion of the building
 - The building would also be painted in traditional AutoZone colors
 - New HVAC units would be installed and a new trash enclosure would be constructed
-

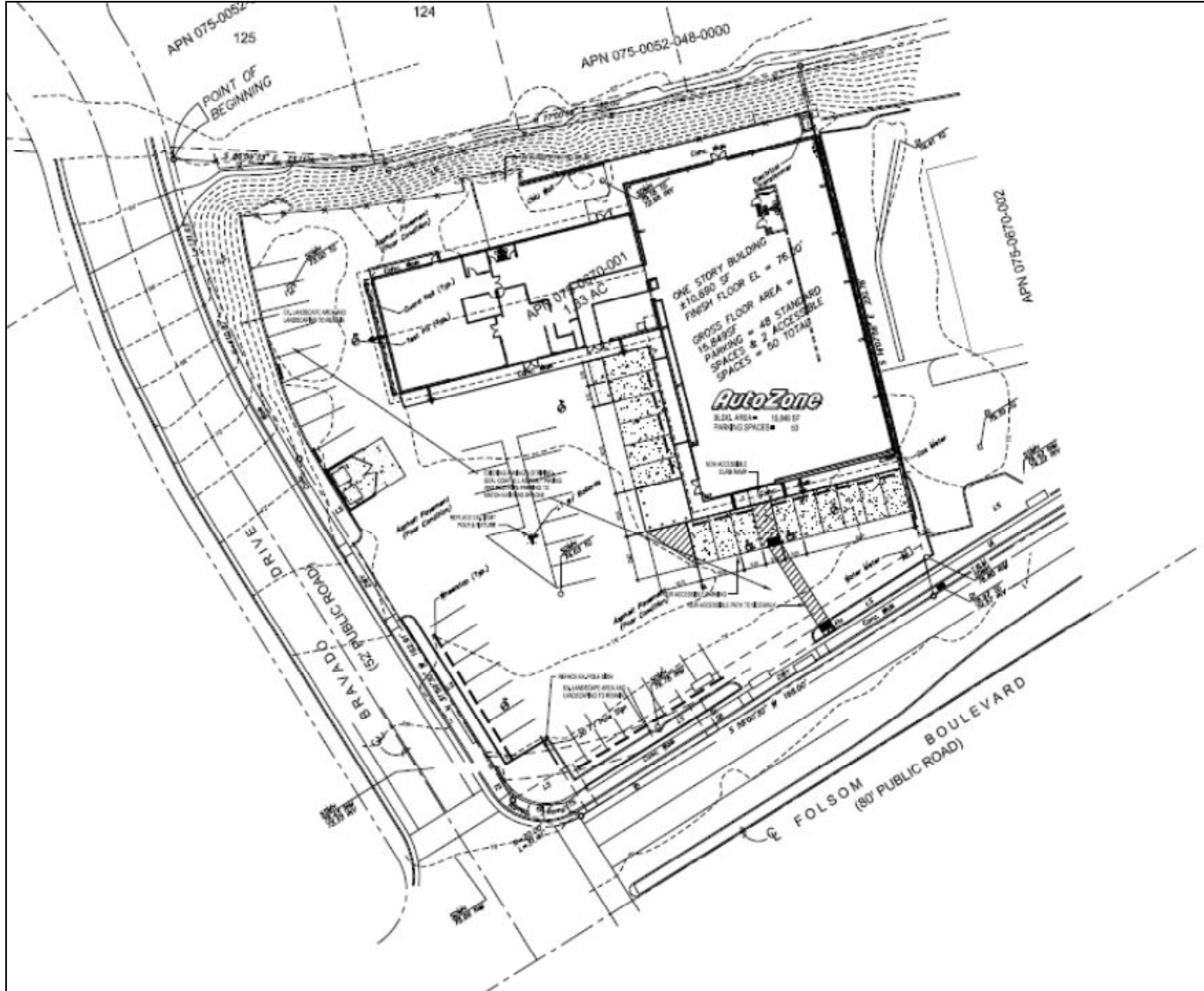
Analysis

- As is common practice, projects are analyzed for compliance with all applicable sections of the Zoning Code and City-wide Design Guidelines
 - The Code is geared toward new development projects as opposed to retrofit of existing developments
 - For example, the Code's landscape standards only apply to "Proposed amendments to existing nonresidential...projects that increase the building square footage by 10 percent or more..."
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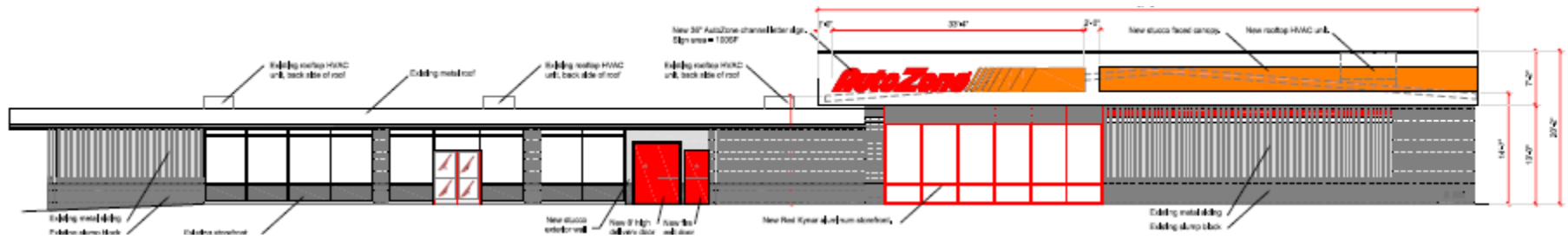
Analysis

- Based on this limitation, the current landscape standards could not be applied to the AutoZone project
- There are similar provisions throughout the Code, limiting the application of current parking, signage, lighting, and fence standards to this particular project

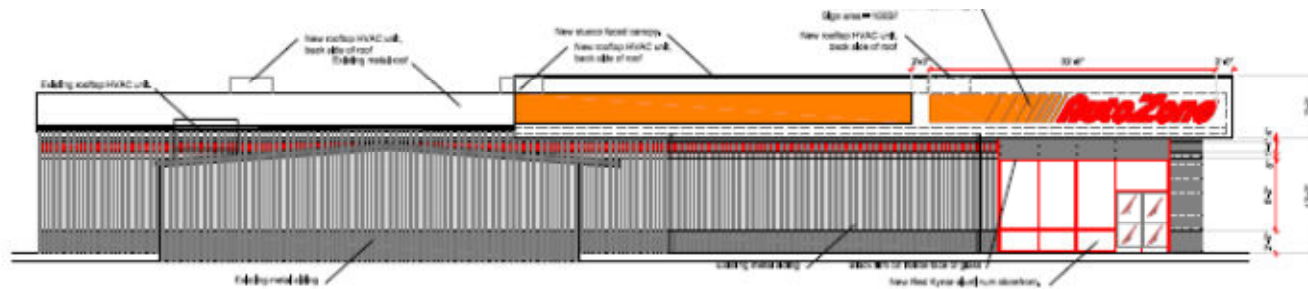
Site Plan



Building Elevations



South Elevation



West Elevation

Analysis

- As proposed, the project generally complies with all applicable standards
 - Given the limited project scope, not all typical standards apply
 - This type of application is excluded from compliance with current standards for landscaping, building setbacks, etc
 - There are no provisions within the City-wide Design Guidelines that apply directly to this project
-

Minor Design Review Findings

- 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.
- 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.

Minor Design Review Findings

- 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.
- The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Recommended Motions

- Adopt Resolution 82-2014

AutoZone Minor Design Review

Agenda Item 10.1

Rancho Cordova City Council
Jessica Jordan, Project Planner
July 7, 2014



Project Background

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 - Original request would remove the westerly portion of the existing building, addition of 170 feet of parapet on two sides, create additional parking, minor improvements to existing parking and painting of the entire building
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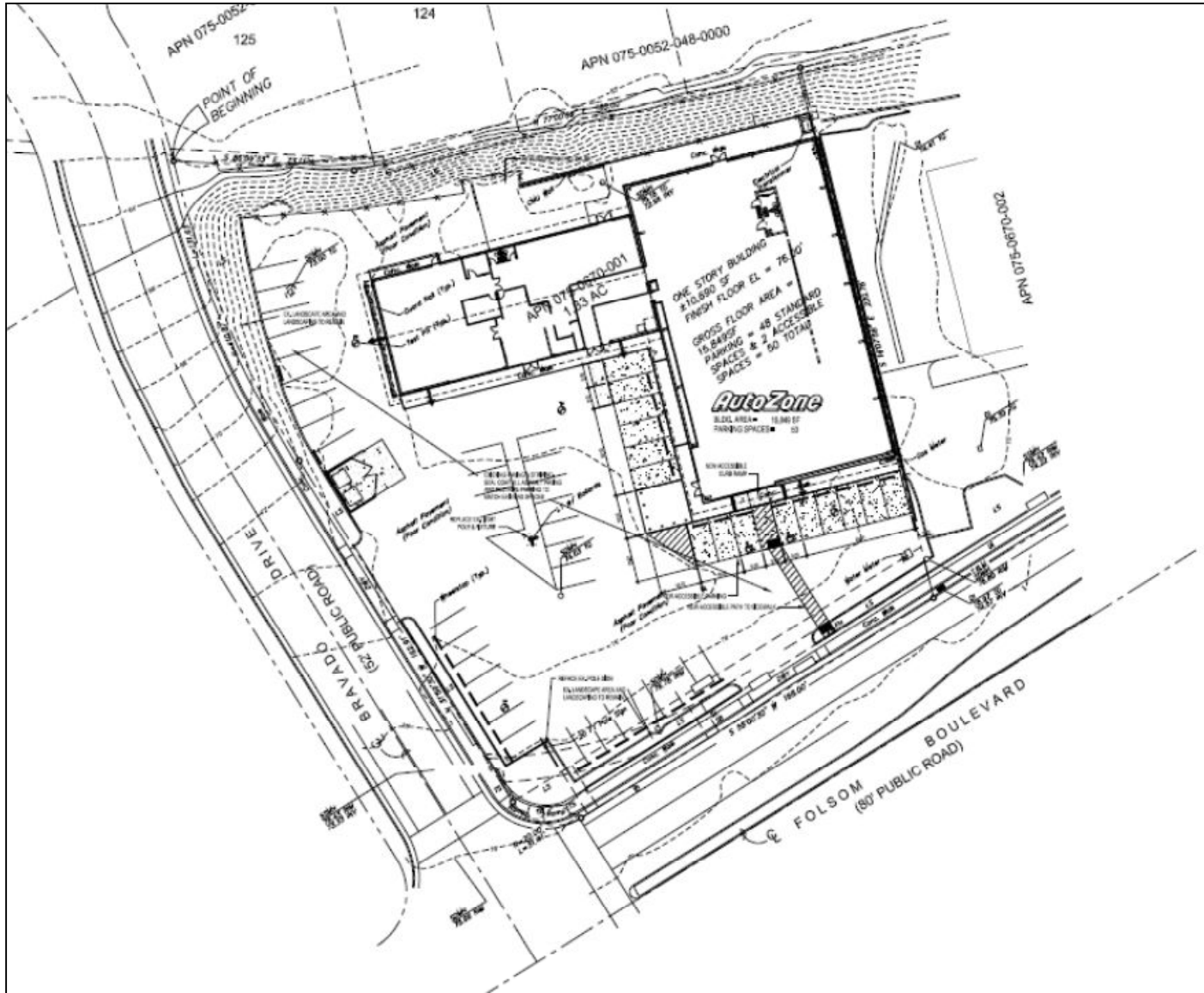
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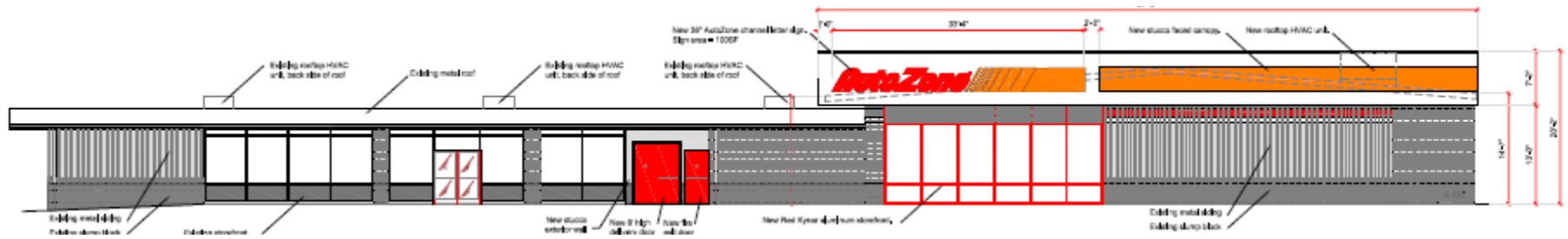
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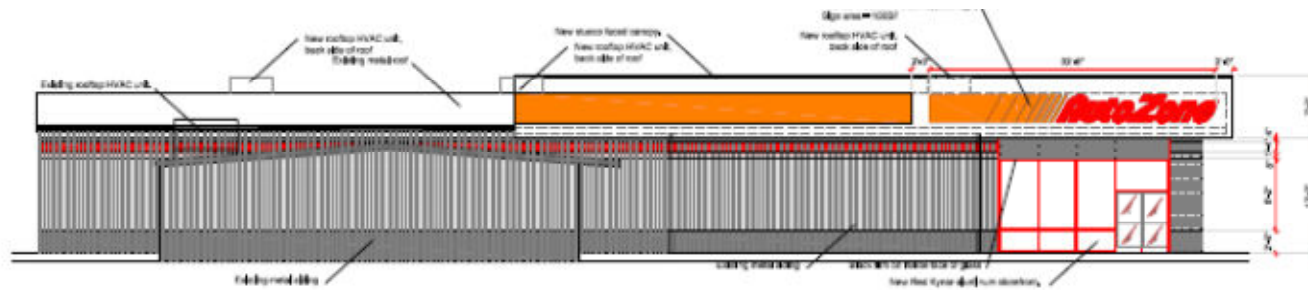
Site Plan



Building Elevations



South Elevation



West Elevation

Analysis

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 - This type of application is excluded from compliance with current standards for landscaping, building setbacks, etc
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Minor Design Review Findings

- 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.
- The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

New Conditions:

- The applicant shall submit improvement plans for renovation of the entire parking lot, including asphalt, wheel stops and restriping of parking spaces. Improvements shall be completed prior to certificate of occupancy.
 - The applicant shall submit a landscape plan for review and approval by the Planning Director, that upgrades and increases on-site landscaping to reflect Folsom Boulevard streetscape improvements.
-

Recommended Motions

- Adopt Resolution 82-2014

MEMORANDUM



DATE: July 7, 2014

TO: Honorable Mayor and Council Members

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ALLOWING RESIDENTIAL LAND/PROPERTIES WITHIN THE CITY TO PARTICIPATE IN VOLUNTARY PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS

RECOMMENDATION

Adopt Resolution No. 77- 2014

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow residential property owners in Rancho Cordova to voluntarily participate in PACE financing for the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property.

BACKGROUND

Recent changes to state law (AB 811 and SB 555) enable cities and counties to set up property supported financing in which property owners may obtain financing for the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on their real property, including homes and non-residential buildings. Property owners that choose to obtain such financing would repay it through assessments or special taxes on their property tax bills over a set period of time. This type of program is often referred to as Property Assessed Clean Energy ("PACE") financing. PACE financing is completely voluntary: only property owners that choose to seek financing through a PACE financing district for energy- and water-related improvements to their property, and in some instances unanimously vote to annex their property into the PACE financing district, will be subject to the program. No property will be subject to any part of a PACE Program without the express willing unanimous consent of the property owner(s) and, when necessary, annexed into the PACE financing district.

PACE financing addresses two major financial hurdles to capital-intensive energy efficiency and renewable energy projects: the high up-front cost and the potential that those costs will not be recovered upon sale of the property. With PACE financing, there is little or no up-front cost to the property owner, and if the property is sold before the investors are repaid, the new owner will, unless a prepayment is arranged, assume responsibility for the remaining assessments or special taxes as part of the property's annual tax bill. By overcoming these barriers, PACE

financing presents an unparalleled opportunity to stimulate construction and building activity, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners. Building industry and environmental advocacy representatives have both spoken in favor of PACE financing districts.

The City of Rancho Cordova has decided to provide an open market structure for PACE program(s) within Rancho Cordova rather than deciding on a single PACE program. The open market allows property owners to research multiple programs to determine which program works best for them based on their individual circumstances. To date, the City of Rancho Cordova has approved three PACE programs; CaliforniaFIRST, California PACE and HERO. Additionally, the City was considering joining the County's PACE Program (Ygrene) but ultimately did not take action on this item since the City was advised it could not phase the implementation of the residential program.

Why not Residential?

In July 2010, the Federal Housing Finance Authority ("FHFA") issued a statement warning that FHFA would tighten lending requirements for all borrowers in jurisdictions with active residential PACE Programs. This statement has been challenged in court but based on the final ruling, issued in March 2013, the FHFA statement remains in full effect.

The 2010 FHFA statement indicated specific adverse consequences, including adjustments to loan-to-value ratios and tightening of debt-to-income requirements, for all property owners within a jurisdiction offering a residential PACE program to reflect the maximum permissible obligation associated with future PACE loans. However, there has not been any such adverse action by FHFA or lending institutions. Sonoma County and Palm Desert were co-plaintiffs in the FHFA lawsuit however they continued to operate their residential programs throughout the lawsuit and continue to offer residential programs within their communities without adverse action by FHFA. Additionally, the Western Riverside COG (HERO Program) and the City of Sacramento have launched PACE Programs that include residential properties while the lawsuit was pending, again without adverse action or threats from the FHFA since program start-up a year and a half ago. Other residential PACE Programs continue to operate within the state without FHFA consequences. However, while no action has been taken, the FHFA has the right to take those actions and could begin to do so at any time.

Another potential risk is that Fannie Mae and Freddie Mac may refuse to purchase mortgages that have PACE liens. This means that homeowners who have a PACE lien on their property may have to pay it off prior to selling their home or refinancing their mortgage. This risk is fully disclosed in the PACE financing documents.

Due to these unresolved issues, staff has only recommended the City participate in the commercial PACE programs since they are not subject to FHFA's concerns.

Is it now time for Residential?

Last September, Governor Brown announced the state's plan to develop a PACE Reserve Program (the "Program") to protect mortgage lenders from losses they might incur as a result of PACE assessments on residential properties and to ease concerns expressed by the FHFA regarding possible risks to mortgage holders, particularly FannieMae and FreddieMac who are regulated by FHFA.

In March 2014, the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), the state agency charged with administering the Program, and Office of

Administrative Law approved emergency regulations for the Program Implementation. The Program will protect residential mortgage holders by providing funds to reimburse first mortgage holders for any PACE payment made by them due to default of the property owner. The State legislature and the Governor have provided \$10 million to fund the Program which will provide compensation to mortgage lenders for losses derived from PACE liens.

The Program will cover two specific types of losses for first mortgage lenders:

1. If a first mortgage lender forecloses on a property with a PACE assessment, the Program will cover the amount of property tax attributable to the PACE lien that is paid by the first mortgage lender while in possession of the property. The Program will also cover penalties and interest if accrued through no fault of the first mortgage lender.
2. If a County conducts a sale on a property for unpaid taxes, the Program will cover any losses to the first mortgage lender up to the amount of overdue PACE payments.

CAEATFA notes that it solicited input from the FHFA, but the regulator has not yet indicated that the Program alleviates its concerns. PACE advocates are optimistic that California's Program will satisfy the FHFA and might serve as a model for other states. California's plan to encourage residential PACE programs and insure mortgage lenders against losses is not contingent of FHFA approval.

In addition to following the development of the State Program, staff has been monitoring residential PACE programs in surrounding agencies. Both Citrus Heights and Galt have elected to participate in Sacramento County's PACE Program (Ygrene) which includes a residential component and recently Folsom partnered with Placer County to offer mPOWER (Placer County's PACE Program) to its residents. Additionally, CaliforniaFIRST, the first PACE program approved in Rancho Cordova, announced it intended to re-launch its residential PACE Program.

Staff has also received information from the HERO program which indicate of the approximately 600 mortgages with PACE liens from their program that have recently sold or refinanced, 97% of the mortgages were not required to repay the assessment and 3% of the mortgages paid the assessment in full. Unfortunately HERO had no way of determining if the 3% voluntarily repaid the assessment or if they were required by their mortgage lender to repay the assessment.

While staff still has some concerns with the risks associates with residential PACE programs, due to FHFA not reversing its original statement or publically supporting the Governor's Reserve Program, these concerns are mitigated by the fact that FHFA has taken no negative actions against communities with residential PACE programs over the last four years.

Ultimately the inclusion of residential properties in PACE programs is a policy decision. If the Council decides the potential benefits of the residential PACE out weights the potential risks, staff will proceed with adding the residential component to the HERO program. According to the amended Joint Powers Agreement approved by the Council on December 6th this can be accomplished by simple written notification to WRCOG regarding this decision. Staff will also draft a staff report and resolution opting into the County's PACE Program (Ygrene) and bring it to a future Council meeting for consideration.

ATTACHMENT

Resolution 77-2014

CITY OF RANCHO CORDOVA

RESOLUTION NO. 77-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ALLOWING RESIDENTIAL LAND/PROPERTIES WITHIN THE CITY TO PARTICIPATE
IN VOLUNTARY PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS FOR
THE FINANCING OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES,
ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE
CHARGING INFRASTRUCTURE**

WHEREAS, pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California State and Highways Code ("Chapter 29"), the Legislature has authorized cities and counties to assist property owners in the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements"), within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Rancho Cordova (the "City") is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence by allowing access to as many financing mechanisms as possible to assist with the financing of such Improvements; and

WHEREAS, the City has authorized three programs to provide PACE financing to commercial property owners within the City but, due to concerns raised by the Federal Housing Finance Authority (FHFA), this financing mechanism has historically not been available to residential property owners; and

WHEREAS, the City has continued to follow developments regarding residential PACE programs and, with the recent establishment of a State Administered \$10 million PACE Loss Reserve Program designed to protect mortgage lenders from losses they might incur as a result of PACE assessments on residential properties, has determined that even though there are still some risks involved with this type of financing it should be available for residential property owners to evaluate prior to the installation of such Improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize residential properties within the City to participate in voluntary Property Assessed Clean Energy (PACE) Programs.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

VENTANA

MOUNTAIN BIKES USA

Teresa Franco

Business Manager

P.O. Box 39
Rancho Cordova, CA 95741 USA

Tel: 916/631-0544 x 203
Fax: 916/631-7627

Email: teresa@ventanausa.com



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GLIDE
ELECTRIC CRUISERS

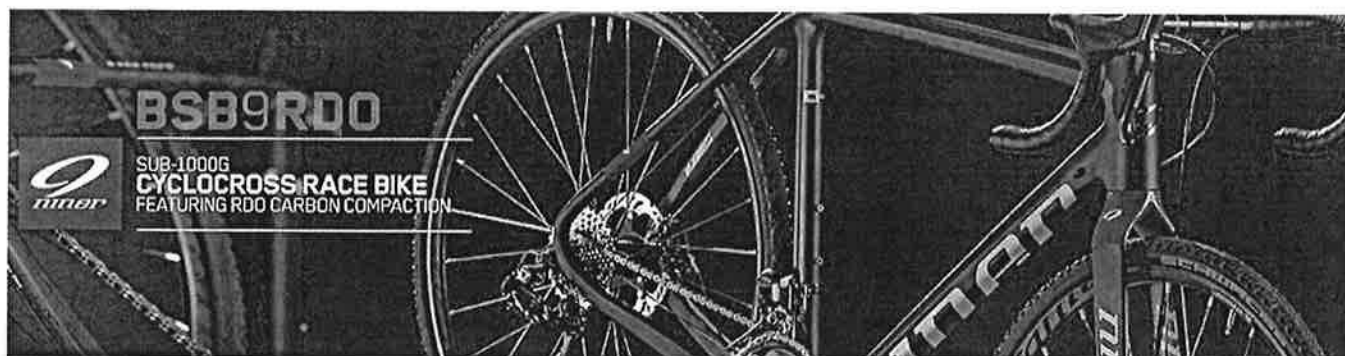
Christopher N. Wiggins,
President / CEO
chris@glidecruisers.com

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NEWS

By Marcus Farley (/author/Marcus+Farley/)

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Interview: Ventana Mountain Bikes' Sherwood Gibson

Impressing the pros, satisfying customers and fanatical frame design



Sherwood Gibson, co-founder and owner of Ventana
Teresa Franco

With a focus on quality, the company has become a leader in the industry.
Ventana



Sherwood Gibson is the co-founder of Ventana Mountain Bikes USA. You may not have heard of him before, and that's because he isn't interested in self-publicity or marketing. Fortunately for him, he doesn't need to be: people either buy his frames because they've had one in the past and want another, or because they've heard the way pro bike testers tirelessly rave about them.

We discuss how Sherwood runs a company, what gets him up for work in the morning and how Ventana has become a family for this enigmatic mechanical engineer.

Where it all began

Sherwood started out on BMX bikes in 1974, racing them locally at the weekend. "Before long I was refining and welding my own bikes in my parents' garage with encouragement from both my father and High School metal shop teacher. This led to a ten-year stint in college with a heavy concentration on the craft of metal working and, ultimately, a degree in mechanical engineering."

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Sherwood got frustrated at trying to fit his 5 foot 7 inch body onto the standard 18 and 19 inch bicycle frames of the early 1980s. Instead of putting up with it, he started making custom steel mountain bike frames.

"Racing on weekends and making geometry tweaks and frame modifications during the week allowed me to get first-hand feedback of the integrity and functionality of my designs," he says. "By 1988, Ventana Mountain Bikes USA was born."

What's in a name?

The Ventana name is attributed to Sherwood's co-founder, Steve Blalock. As Sherwood says, "Steve really had a connection to the picturesque vistas and rugged mountain trails in the Ventana Wilderness area [in Big Sur, California] and wanted to capture that feeling in our company's namesake." That name, like so many areas of California, is of Spanish linguistic origin.

In 1991, when Sherwood bought Steve out of the company, he was keen to continue Ventana's naming legacy. As each new frame is produced he suggests an English name to Teresa Franco, his Business Manager, who comes up with the Spanish equivalent. If the translation clicks, the name goes into production - as frames such as El Saltamontes and El Ciclón ('the mountain jumper,' and 'the cyclone') demonstrate.

There's only one frame in the current lineup without a Spanish name, the X-5. Was it a blip, an oversight or a deliberate experiment? Sherwood explained that it was an un-named 5 inch travel frame (the number '5') that had an x-braced top tube design (the 'X').

"I kept pestering Teresa for a suitable name in the weeks leading up to the Interbike tradeshow, but we just couldn't find a name that clicked, so the X-5 name was born and it stuck."

Small company, big ideals

With such a well established range and the support of critics it can be surprising that Ventana is still a relative unknown, but Sherwood is a firm believer that subjecting his company to high profile marketing and market forces would be a risky step to take.

"I am not interested in gaining new customers at the cost of alienating our existing customers"

"Fortunately for me, I have extremely high job satisfaction and I like coming to work everyday to build cool stuff. The carrot is the work and the bonus is the customer's accolades once they have become Ventana family members. Our new customers come via word-of-mouth through our hard work, our distributor's dogged efforts and our customer's feedback. It works for us and our customers are happy, so I can look in the mirror everyday and feel good about my integrity. I don't have to try to peel open someone's wallet to get a sale based on a 'new and improved improvement over last year's improvement.'"

Twenty years into the business that firmness of belief also extends to customer care. "I am not interested in gaining new customers at the cost of alienating our existing customers just for the sake of having something new," says Sherwood. "Instead, we innovate every day to make our products better. We incorporate changes that are necessary in real time. This is what our customers appreciate and what they ultimately demand."

Within this, he watches the industry closely for innovation, but only when it goes beyond a fad is he willing to think about incorporating it to improve his own designs. The focus is on the financial constraints of being a small company, but also on wanting to give the customer the best available and proven products.

I was keen to know what he felt was the main technology innovation that drives his designs forward. "That's simple," says Sherwood, "fork travel. The evolution in fork design defines what we then go and try to do."

Step back when needed

But even though the company is keen to move forward once innovations become accepted, they aren't afraid to maintain an existing range if it's what their customers want.

The El Ciclón was released in 2007 to replace the X-5 as the company's all-mountain bike and, although it was a success, customer feedback suggested that some people still wanted the X-5. "[It] was used as a weapon of choice by a number of dual slalom/four cross privateers who loved its tight geometry, stiff chassis and low stand-over height," Sherwood says.

As a result, he's happy to keep the X-5 going alongside the newer El Ciclón, reiterating his belief that, "the philosophy of a bicycle company should be about meeting the demands of your existing customers as much as pushing innovation."

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The X5 is still favoured for its low stand-over height and strong x-bar frame

Bespoke

If the existing in-house builds are not to someone's exact requirements, Sherwood will happily work with the customer to help them get just what they want for a small additional fee (ranging from \$200 for adjustments to seat tube up to \$700 extra for full custom builds). Sherwood is keen to speak to customers on the phone, "to get a picture of their riding styles and preferred terrains. Diagrams are faxed back and forth until an exact frame is decided upon to be built precisely."

This approach also extends to the standard frames. They come in a range of options, to suit the rider's needs. For example, the El Ciclón frame is interchangeable between the 5 and 6 inch versions by fitting a different shock and rocker as required.

Stiffness and efficiency

With the amount of repeat business he gets Sherwood's company philosophy is clearly working, but what makes his bikes different from the multitude of full suspension bikes that claim to have the most efficient suspension system out there? Sherwood argues that although these claims sometimes hold up in two dimensional drawings, it's a different matter out on the trail.

"What I'm trying to achieve is a simple, elegant solution to a complex design problem. If anything, this is the epitome of my design philosophy. Why make it overly complex and increase maintenance when you can make it as good or better with cleaner lines and fewer parts? It doesn't make sense to us to have a super efficient pedaling platform if you forsake lateral stiffness and can't make the turn at the end of a straight section because the rear end of your bike is too flexy."

What Mountain Bike's Guy Kesteven reported when testing the El Ciclón that this stiffness, combined with the bike's willing suspension, equals major results on the trail. It's a bike that Guy feels enables the rider to take lines through technical terrain and corners that "you've always stumbled over before, with your mates a distant memory in the dust cloud."

"A frame that is stiffer laterally will always out-corner a more compliant foe," Sherwood explains, "because it's less influenced by the sideways forces applied when your rear [wheel \(/gear/category/components/wheel-sets/\)](/gear/category/components/wheel-sets/) encounters a rut or rock."

He also feels that his designs enable you: "to jump and slide more predictably because your rear wheel will more closely stay in the plane of your front triangle instead of flexing outward and giving the [tire \(/gear/category/components/tyres/\)](/gear/category/components/tyres/) enough outward bite to throw you out of your groove."

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Similarly, his bikes are renowned for their ability to climb technical terrain as much as descend it. "This comes from my design's ability to allow the rider to feel and use the trail, not be separated from it due to theoretical 'efficiency' coupled with real-world flexiness."

Handmade is a way of life

Along with his strongly held views on design, Sherwood is proud of being an active member of the North American Handmade Bicycle industry. All Ventana frames are built in-house in their Rancho Cordova facility in Northern California and outsourced materials are brought in from local companies and dealers where possible. The amazing thing is that they are as competitive in the American market as many of their peers who outsource their frames to be made in the Far East. How is this possible?

"Right now, the US dollar is weak across the globe. This minimizes most of the advantages of importing from Asia for US companies, as their buying power is much lower than in years past (when the dollar was comparatively strong). Since we do nearly everything in-house, and source US materials whenever possible, we're less influenced by fluctuations in the dollar value globally. As a result, our costs of doing business stay fairly stable which allows us to build better products for the same dollar."

In Europe, the frames are even more competitively priced. "This is again influenced by the weak dollar and further enhanced by our relationship with our importers, such as Alan at Riverside Cycles (the UK importer)," Sherwood says. "Ventana has been in business for twenty years, but to many customers outside of the US we're an unknown brand. To offset this, we have kept our import prices low to help expand the Ventana name globally. Alan does a fantastic job of spreading the word and is a perfect extension to the Ventana family."

There's a danger in reading this article you'll feel that Sherwood is only interested in his existing customers, but that would be far from the truth. He's overwhelmed by the positive reviews his products receive and is excited about the new customers coming in. Sherwood and Teresa have worked hard to maintain one of the best customer service and trade-in departments (yep, you can trade in your old frame towards an updated one) in the industry, as well as learning from customer feedback to keep meeting expectation and demand.

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