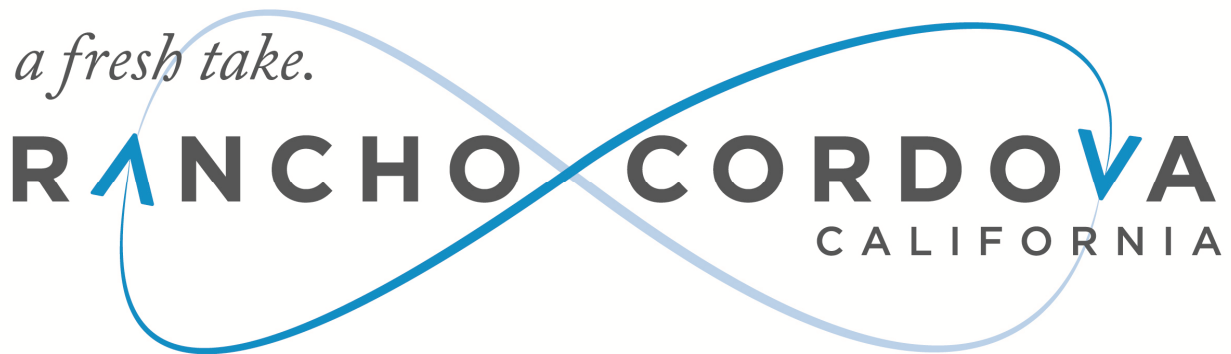


CITY OF RANCHO CORDOVA



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

Tuesday, September 02, 2014

5:30 PM – Regular Meeting

AGENDA

Dan Skoglund, Mayor

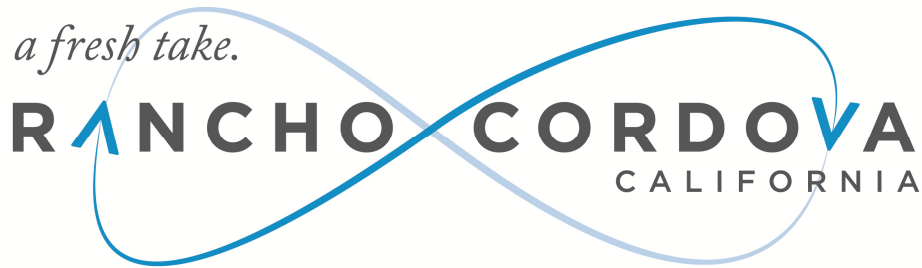
Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Donald Terry, Council Member

Linda Budge, Council Member

CITY OF RANCHO CORDOVA



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, September 02, 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

Dustin Larsen from First Covenant Church will give the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Proclamation for Prostate Cancer Awareness Month Presented to Richard Montgomery.
- 5.2 Introduction of New City Employee, Karin Hayden, Administrative Assistant Given by Cyrus Abhar, Public Works 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 August 13, 2014 Special Meeting, August 18, 2014 Regular Meeting, August 21, 2014 Special Meeting, and August 26, 2014 Special Meeting.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Second Reading of Ordinance No. 22-2014, adding Article 16, "Repeat Nuisance Service Calls," to Chapter 16.18 of the Municipal Code to prevent and abate repeat service calls to the same property by charging a repeat nuisance service call fee to property owners if the number of service calls exceeds a set amount.
Recommendation: Waive the second reading and adopt Ordinance No. 22-2014.
Result of Recommended Action: If adopted, this Ordinance will allow the City to recoup its costs for excessive nuisance service calls to properties, which drain City resources and prevent service to other areas of the City.
Staff Report: Kate Cook, City Attorney's Office and Kerry Simpson, Neighborhood Services Manager.
Advances Goals: 1, 2, 3, 5.
- 8.3 **Subject:** Resolution Declaring the Results of Mail Ballot Election for Transit Related Services Special Tax Area Zone 17 (3500 Fitzgerald Road Industrial Building Project).
Recommendation: Adopt Resolution No. 106-2014.
Result of Recommended Action: Adoption of this resolution will declare the result of the transit-related services mail ballot election concerning Transit Related Services Special Tax Area Zone 17, which will assist the city in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the 3500 Fitzgerald Road Industrial Building Project.
Staff Report: Elizabeth Sparkman, Senior Engineer.
Advances Goal: 5.
- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute an Amended Operating Protocols Agreement with the Sacramento Transportation Authority.
Recommendation: Adopt Resolution No. 107-2014.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute an Amended Operating Protocols Agreement with the Sacramento

Transportation Authority for the Measure A Fee. The Amended Agreement reflects a fee reduction for the general commercial rate and updates the fee schedule to add more fee categories for ease of implementation. No fees are increasing as a result of this action.

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

Advances Goal: 5.

- 8.5 **Subject:** Resolution of the Rancho Cordova Successor Agency Approving the Recognized Obligation Payment Schedule (ROPS 14-15B) and Administrative Budget for January through June 2015.

Recommendation: Adopt Resolution No. SA-3-2014.

Result of Recommended Action: Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 14-15B and establishes the administrative budget for the six month period.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute a Second Contract Amendment with Mark Thomas & Company, Inc. for On-Call Civil Design and Land Surveying Services in the Amount \$400,000.

Recommendation: Adopt Resolution No. 109-2014.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract amendment 29-2013-2 with Mark Thomas & Company, Inc. This amendment will increase the three year contract amount from \$100,000 to \$500,000 for engineering design services for the Folsom Boulevard Streetscape Enhancement Project Phase IV.

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

Advances Goal: 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Resolution Declaring Results of a Mailed Ballot Property Owner Vote relating to the Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection System.

Recommendation: Conduct ballot tabulation and adopt Resolution No. 103-2014 declaring the results of the property owner vote in connection with a proposed annual Stormwater Utility Fee.

Result of Recommended Action: Adoption of the Resolution will declare the results of the tabulation of ballots in connection with the annual Stormwater Utility Fee. If majority approval exists, the Council may impose the annual Stormwater Utility Fee on the Montelena Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

Staff Report: Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.2 **Subject:** Second Reading of Ordinance No. 7-2014 of the City Council Creating the Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection System.

Recommendation: Waive the second reading and adopt Ordinance No. 7-2014.

Result of Recommended Action: The previous item declared a majority approval as a result of the ballot tabulation related to the proposed Stormwater Utility Fee for the Montelena Project. Adoption of Ordinance No. 7-2014 will add Chapter 15.20 to the

Rancho Cordova Municipal Code establishing the annual Stormwater Utility Fee and imposing the Fee on the Montelena Project.

Staff Report: Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Arista Del Sol Rezone, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Development Agreement Amendment; Project No. DD8436 - Located at the Northwest Corner of Grant Line Road and the Future Extension of Chrysanthy Road.

Recommendation: Introduce and waive the first reading of Ordinance No. 24-2014 and adopt Resolution No. 110-2014.

Result of Recommended Action: Approval of the project would allow reconfiguration of the residential subdivision and overall reduction in units from 905 single family lots to 740 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to clarify the project's parks and infrastructure requirements. These modifications reflect the recent updates to the City's open space/park standards and Public Works improvement timing and standards.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

11. REGULAR CALENDAR ITEMS

NONE.

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, September 9, 2014</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Monday, September 15, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, September 23, 2014</i>	<i>City Council Special Meeting (5:30 PM)</i>
<i>Monday, October 6, 2014</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, October 14, 2014</i>	<i>City Council Special Meeting (5:30 PM) Topic: Innovation Center</i>
<i>Monday, October 20, 2014</i>	<i>City Council Regular Meeting (5:30 PM)</i>

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Tuesday, September 02, 2014 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, August 28, 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.cityofranchocordova.org.

Signed Thursday, August 28, 2014 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

JOYCE M. ROSENBERG
10601 Audubon Way
Rancho Cordova, CA 95670-3907

August 30, 2014

The Mayor, Vice Mayor and City Council Members
City of Rancho Cordova
City Hall
Rancho Cordova, CA 95670

Gentlepersons:

On Saturday, August 29th, I received a letter from the Golden State Water Company, copy attached, which discusses what I feel is a very serious condition in the water sullied by this company to me and many Rancho Cordova residents.

I have the following questions about this situation:

What caused the levels of coliform to increase?

Why weren't people notified sooner?

What is the company going to do to make sure this doesn't happen again?

Does the SWRCB's standard supercede the federal rule which says total coliforms do not indicate a health threat?

Did they send samples to more than one lab for quality control purposes.

Do they know which well the contaminated water came from?

Has the company made any changes to how they treat the well water so this doesn't happen again?

I plan to attend the Council Meeting on September 2nd, to bring this situation to the attention of the City Council, and hope that it will be heard. Thank you.

Sincerely yours,



JOYCE M. ROSENBERG

Attch.

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Este informe contiene información muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

Этот отчет содержит важную информацию о вашей питьевой воды.
Переведите его или поговорите с тем, кто это понимает.

***Golden State Water Company's Cordova Water System had levels
of coliform bacteria above the drinking water standards
in July 2014***

The following is a mandatory notification, required by state law, when we learn about changes in water quality as a result of our testing. We are committed to providing customers with timely and accurate information about their water supply.

Golden State Water's Cordova Water System, which serves approximately 14,245 customers in portions of the City of Rancho Cordova in Sacramento County, recently failed to meet the drinking water standard for total coliform bacteria, which are naturally present in the environment.

On July 22, two samples from the water distribution system tested positive for total coliform. All six follow up samples that were processed the next day were negative for the presence of coliform bacteria. On July 29, three samples from the water distribution system tested positive for total coliform. All nine follow-up samples processed the next day and all subsequent samples since July 29 were negative for the presence of coliform bacteria.

The State Water Resources Control Board, Division of Drinking Water, sets drinking water standards and has determined the presence of total coliform is a possible health concern. A public water system which collects at least 40 samples per month is in violation of the total coliform maximum contaminant level (MCL) when more than 5% of the samples collected during a month are positive. During the month of July, 6.7% of samples in the Cordova Water System were positive for total coliform.

Since all follow-up samples were negative for the presence of any coliform activity, Golden State Water was not required to provide an immediate notice to customers. The Cordova Water System is now in compliance with all regulations.

What should customers do?

- **You do not need to boil your water or take other corrective actions.**
- If this was an emergency or required prompt action, you would have been notified immediately.

What are coliform bacteria?

Coliforms are bacteria which are naturally present in the environment and are used as an indicator that other, potentially-harmful bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems.

What causes coliform bacteria?

Coliforms are a sign there could be a problem with the system's treatment or water distribution system. Total coliforms in and of themselves do not indicate a health threat. For this reason, public notification based only on the presence of total coliforms will be eliminated under a new federal rule which will soon become effective.

Whenever Golden State Water detects coliform bacteria in any sample, we immediately perform a field investigation and conduct follow-up testing to determine if other bacteria of greater concern, such as fecal coliform or *E. coli*, are present. The follow-up sampling of the Cordova water distribution system **did not find any of these bacteria and further testing has not detected any coliform bacteria.**

How was the coliform bacteria identified and corrected?

After submitting routine weekly water quality samples collected from the distribution system, our independent laboratory notified us of the total coliform bacteria detection. Golden State Water took immediate action by taking follow-up samples in the distribution system. Additionally, samples were taken at five operating wells and one reservoir. **Follow-up samples did not detect any coliform bacteria and contained sufficient disinfectant residuals.** Your water is now in compliance with all drinking water regulations.

What are the risks to people?

- Although your water is in compliance with all drinking water regulations, as a precaution, people with severely compromised immune systems, infants, and some elderly should seek advice about drinking water from their health care providers. General guidelines on ways to lessen the risk of infection by microbes are available from EPA's Safe Drinking Water Hotline at 1-800-426-4791.
- If you have other health issues concerning the consumption of this water, you may wish to consult your doctor.

For more information, please contact Kathy Lawson, Water Quality Engineer at 1-800-999-4033 or write to 3005 Gold Canal Drive, Rancho Cordova, CA 95670.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). Post this public notice in a public place or distribute copies by hand or mail.

Secondary Notification Requirements

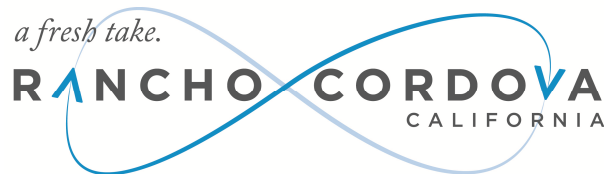
Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- **SCHOOLS:** Must notify school employees, students, and parents (if the students are minors).
- **RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS:** (including nursing homes and care facilities): Must notify tenants.
- **BUSINESS PROPERTY OWNERS, MANAGERS OR OPERATORS:** Must notify employees of businesses located on the property.

This notice is being sent to you by Golden State Water Company – Cordova System.

State Water System ID#: 34100015

Date distributed: August 25, 2014



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

City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
Coloma Room

Hilton Santa Clara
4949 Great America Parkway, Santa Clara, CA 95054
Call (916) 832-1419 for Room Location

Wednesday, August 13, 2014

5:00 PM – Special Meeting/Closed Session

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Terry

Staff Members Present: Lindgren, Abhar, Chinn, Haven, Cook, Nakamura, Junker

Mayor Skoglund called the special meeting to order in the Coloma Room at 5:06 PM.

2. PUBLIC COMMENT

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

3. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of potential cases: 1).

ACTION: Discussion item only; no action taken.

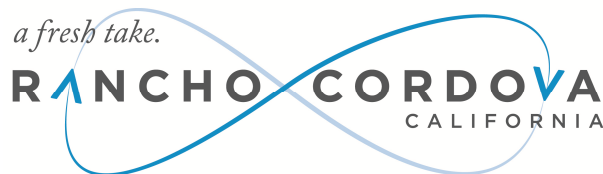
4. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in closed session.

5. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 6:39 PM.

Mindy Cuppy, MMC, City Clerk



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

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

Monday, August 18, 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, Sander

Council Members Absent: None

Staff Members Present: Nakamura, Lindgren, Cuppy, Abhar, Chinn, Junker, Sparkman, Silva, Garcia, Flory, Haven, Hayes, Holt, Simpson, Siren, Ibrahim, Norton, Boyer, Samuelson, Cook, Chief Goold, Stricker, George

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Ed Gillan led the pledge.

4. INVOCATION

Sister Andrea Shupe from Relief Society for the Anatolia Ward of the Sacramento Cordova Stake of the Church of Jesus Christ of Latter-day Saints gave the invocation.

5. PRESENTATIONS

- 5.1 Update on Children's Choice for Hearing and Talking Center Sacramento Presented by Development Director, Licia King.
- 5.2 Challenge Rancho Cordova Presented by Ryan Coelho.
- 5.3 Introduction of New City Employee, Megan Siren, Management Analyst II, Given by Elizabeth Sparkman, Senior Civil Engineer.
- 5.4 Recognition of Vice Mayor McGarvey's Birthday on August 10th.

6. PUBLIC COMMENT

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

- Daerald Langwell, regarding clean-up of drainage canal.
- James Feci, regarding aggressive pan handling, sheriff sting ray/cameras, and DUI recovery
- John Muris, regarding Sunridge plans for more shops in the area

Mayor Shoglund closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 8.1 – 8.2 and items 8.4 – 8.6 by Budge second by Sander;
Carried by a 5:0 roll call vote.

Item 8.3 was pulled for discussion.

ACTION: Motion to approve item 8.3 by Sander second by Terry;
Carried by a 5:0 roll call vote.

- 8.1 **Subject:** Meeting Minutes of July 21, 2014 Regular Meeting and July 29, 2014 Special Meeting.

Recommendation: Adopt Minutes.

- 8.2 **Subject:** Second Reading of Ordinance No. 20-2014, Amending Title 8, "Animals," of the Rancho Cordova Municipal Code Regarding the Definitions and Procedures Pertaining to Potentially Dangerous and Vicious Animals, Administrative Citation Appeals, Barking Dogs, and the Authority of Animal Services Officers to Use Weapons.

Recommendation: Waive the second reading and adopt Ordinance No. 20-2014.

Result of Recommended Action: Adoption of this Ordinance will clarify the definitions and procedures in the Municipal Coded related to potentially dangerous animals,

barking dogs, and administrative citation appeals; it will also amend the Municipal Code to give trained animal service officers the authority to use a firearm in limited circumstances where an injured or sick wild animal is causing an immediate threat to public safety.

Staff Report: Kerry Simpson, Neighborhood Services Manager.

Advances Goal: 2.

- 8.3 **Subject:** Treasurer's Report – June 30, 2014.

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

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

Staff Report: Liisa Behrends, Senior Accountant.

Advances Goal: 4.

- 8.4 **Subject:** Resolution Authorizing the City Manager to Execute a Contract with Willdan Engineering for A Three Year On-Call Construction Inspection and Development Review Services in the Amount of \$600,000.

Recommendation: Adopt Resolution No. 93-2014.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a three year on-call contract with Willdan Engineering in the amount of \$600,000.

Staff Report: Albert Stricker, Senior Civil Engineer.

Advances Goal: 5.

- 8.5 **Subject:** Annexation of 3500 Fitzgerald Road Industrial Building Project to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

Recommendation: Adopt Resolution No. 103-2014.

Result of Recommended Action: Adoption of Resolution No. 103-2014 approves Annexation Map. No. 15 for the 3500 Fitzgerald Road Industrial Building Project to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

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

Advances Goal: 5.

- 8.6 **Subject:** Resolution Authorizing the City Manager to Execute Contract Change Orders with Teichert Construction for the 2012 Sunrise Boulevard Rehabilitation Street Project in the Total Amount of \$490,000 and Authorizing the City Manager to Approve Future Change Orders up to a Maximum of \$210,000.

Recommendation: Adopt Resolution No. 105-2014.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract change orders (CCO's) associated with the 2012 Sunrise Blvd. Street Rehabilitation project. Execution of the CCO's will increase the current amount of Construction Contract No. 46-2014 from \$1,577,024 to \$2,067,024.

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

Advances Goal: 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

City Clerk reported that item 9.2 received no protests.

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

9.1 **Subject:** Resolution Approving the Abandonment of an Easement Restricting Vehicular Ingress and/or Egress to Sunrise Boulevard on APN 072-0510-009.

Recommendation: Adopt Resolution No. 102 - 2014.

Result of Recommended Action: Adoption of this resolution will remove the restriction of vehicular access dedicated along the frontage of Sunrise Boulevard on parcel 34, recorded in book 60, of parcel maps, at page 27, on October 2, 1980, located on the east side of Sunrise Boulevard 415 feet north of Mechanical Drive.

Staff Report: Cyrus Abhar, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.

Advances Goal: 2.

9.2 **Subject:** Resolution Declaring Results of the Property Owner Protest, Approving a Rate Analysis Report and Authorizing the Mailing of a Property Owner Ballot in Relation to the Creation of an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection System.

Recommendation: Adopt Resolution No. 96-2014 of the City Council declaring the results of the property owner protest, approving a Rate Analysis Report, authorizing the mailing of a property owner ballot and setting September 2, 2014 as the date of the ballot tabulation in connection with a proposed annual Stormwater Utility Fee, approving procedures in connection therewith and taking certain other actions.

Introduce and waive the first reading of Ordinance No. 7-2014 of the City Council creating the Stormwater Utility Fee for the maintenance of storm drainage and flood protection system.

Result of Recommended Action: Action on this item will declare the results of the property owner protest and, if there exists less than a majority protest, approve the Rate Analysis Report, authorize the mailing of a ballot to property owners to approve the levy of 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 September 2, 2014, as the time and date for the ballot tabulation for the matter.

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

Advances Goal: 5.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** American Health Services Large Residential Care Home Conditional Use Permit; Project DD8397 - Located at 10087 Terra Loma Drive.

Recommendation: Open the public hearing, continue it, and take no action on the project to allow for additional staff analysis.

Result of Recommended Action: The continued date for the public hearing will be re-noticed when the hearing date is set.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 2, 6.

Mayor Skoglund opened the public comment period.

- Speaker, Dr. Stan Sharma will postpone speaking until the date of the hearing.

ACTION: Motion to Continue the public hearing to a date uncertain by Budge second by Terry;
Carried by a 5:0 roll call vote.

10.2 **Subject:** Arista del Sol Rezone, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Development Agreement Amendment.

Recommendation: Continue the item to a date certain, September 2, 2014.

Result of Recommended Action: At the applicant's request, the City Council will consider the project at the next regular meeting.

Staff Report: Jessica Jordan, Senior Planner.

Advances Goals: 1, 2, 6.

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

ACTION: Motion to Continue item 10.2 to September 2, 2014 City Council Meeting by Sander second by Budge;
Carried by a 5:0 roll call vote.

10.3 **Subject:** Ordinance No. 22-2014, adding Article 16, "Repeat Nuisance Service Calls," to Chapter 16.18 of the Municipal Code to prevent and abate repeat service calls to the same property by charging a repeat nuisance service call fee to property owners if the number of service calls exceeds a set amount.

Recommendation: Open the public hearing on the Ordinance; introduce and waive the first reading of Ordinance No. 22-2014.

Result of Recommended Action: The Ordinance would return to City Council for a second reading and adoption at its next regular meeting. If adopted, this Ordinance will allow the City to recoup its costs for excessive nuisance service calls to properties, which drain City resources and prevent service to other areas of the City.

Staff Report: Kate Cook, City Attorney's Office and Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 1, 2, 3, 5.

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

- James Feci, in opposition of item 10.3

Mayor Skoglund closed the public comment period.

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

10.4 **Subject:** An Ordinance Adding Section 23.325.090, Sunridge General Commercial Overlay Zoning District, to Chapter 23.325 of Title 23 of the Municipal Code.

Recommendation: Introduce and waive the first reading of Ordinance No. 23-2014.

Result of Recommended Action: Approving this Zoning Code Amendment would incorporate a new overlay zone that applies to the four General Commercial (GC) zoned properties south of Douglas Road within the Sunridge Specific Plan area. This new overlay zone would further refine the allowed uses within those four properties. Specifically, some uses would not be permitted or would require a discretionary permit within these parcels.

Staff Report: Paul Junker, Planning Director.

Advances Goals: 1, 2, 5, 6.

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

- Howard Wilkins
- Tim Taron

ACTION: Motion to Continue item 10.4 to September 15, 2014 City Council Meeting by Sander second by Budge;
Carried by a 5:0 roll call vote.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** Rancho Cordova Innovation Center.

Recommendation: Review and comment on the Rancho Cordova Innovation Center presentation and report prepared by the City's Consultant, Ingrid Rosten of Rosten Consulting and Innovative Partners Incubation.

Result of Recommended Action: Provide Staff and Consultant with next steps, if any.

Staff Report: Amanda Norton, Economic Development.

Advances Goals: 1, 6.

ACTION: Discussion item only; no action taken.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

13. CITY MANAGER'S REPORT

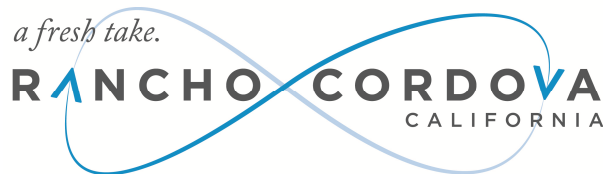
Economic Development: Housing gave their Annual Update.

City Manager, Brian Nakamura, reported on how mosquito treatment is noticed in the city. Brian congratulated Mindy Cuppy, City Clerk, in entering her 6th year anniversary. Brian talked about attending Kids Day in the Park.

14. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 9:05 PM.

Mindy Cuppy, MMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Thursday, August 21, 2014

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Chinn, Silva, Holt, Junker, Snipes, Nakamura

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

2. PUBLIC COMMENT

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

- Rod Borba
- Jeffrey Hawkes
- Matt Cameron

Mayor Skoglund closed the public comment period.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Joint Work Session Between the Rancho Cordova City Council and the Cordova Recreation and Park District Board of Directors.

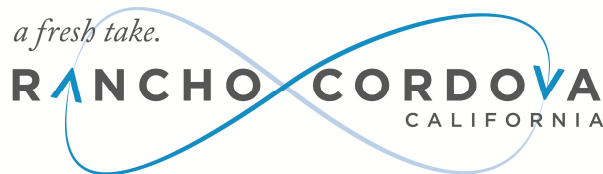
AT THIS POINT: Council took a break at 7:31 PM. The full council resumed at 7:48 PM.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 9:44 PM.

Mindy Cuppy, MMC, City Clerk



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

Tuesday, August 26, 2014

8:30 AM – Special Meeting

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Chinn, Silva, Flory, Hadley, Holt, Junker, Simpson, Snyder, Thomas, Haven, Hurt-Hobday, Leitner, Peterson, Samuelson, Delaney, Goold, Nakamura

Mayor Skoglund called the special meeting to order in the Canfield Community Room at 8:50 AM.

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:** City Council and Staff Fresh Take Learning Retreat.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 7:55 PM.

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2014

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING ARTICLE XVI, "REPEAT NUISANCE SERVICE CALLS," TO CHAPTER 16.18 OF THE MUNICIPAL CODE TO PREVENT AND ABATE REPEAT SERVICE CALLS TO THE SAME PROPERTY BY CHARGING A REPEAT NUISANCE SERVICE CALL FEE TO PROPERTY OWNERS IF THE NUMBER OF SERVICE CALLS EXCEEDS A SET AMOUNT

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

Section 1. Amendment of Code. Article XVI, to be titled "Repeat Nuisance Service Calls," is hereby added to Chapter 16.18 of the Rancho Cordova Municipal Code to read as follows:

Article XVI. Repeat Nuisance Service Calls

- 16.18.1600 Purpose.
- 16.18.1601 Scope and Application.
- 16.18.1602 Definition of Nuisance Service Call or Similar Conduct.
- 16.18.1603 Repeat Nuisance Service Call Fee.
- 16.18.1604 Citation.
- 16.18.1605 Right to Appeal Repeat Nuisance Service Call Fee.
- 16.18.1606 Legal Remedies Nonexclusive.

16.18.1600 Purpose.

The purpose of this section is to protect the public safety, health and welfare and to prevent and abate repeat service response calls by the City to the same property or location for nuisance service calls, as defined herein, which prevent police or public safety services to other residents of the City. It is the intent of the City by the adoption of this Section to impose and collect service call fees from the owner or occupant, or both, of property to which City officials must repeatedly respond for any repeat nuisance event or activity that generates extraordinary costs to the City. The repeat nuisance service call fee is intended to cover that cost over and above the cost of providing normal law or code enforcement services and police protection City wide.

16.18.1601 Scope and application.

This Section shall apply to all owners and occupants of private property which is the subject or location of the repeat nuisance service call by the City. This Section shall apply to any repeat nuisance service calls as set forth herein made by a Rancho Cordova peace officer, part time peace officer, community service officer, animal control officer, code enforcement officer, or other city enforcement officer.

16.18.1602 Definition of nuisance service call or similar conduct.

A. The term *nuisance service call* shall mean any activity, conduct, or condition occurring upon private property within the City to which the City is required to respond, which: (i) unreasonably annoys, injures or endangers the safety, health, or welfare of any member of the public; (ii) or will, or will tend to, alarm, anger or disturb others or provoke breach of the peace, including, but not limited to the following:

1. Any activity, conduct, or condition occurring on the property deemed a public nuisance under any provision of the RCMC;

2. Any conduct, activity or condition occurring on the property constituting a violation of local or state laws prohibiting or regulating prostitution, gambling, controlled substances, gang activity, or use of firearms; and

3. Any conduct or activity amounting to a violation of Title 8 of the RCMC, titled "Animals."

4. Any conduct, activity, or condition occurring on the property constituting disorderly conduct under California Penal Code section 647.

B. A criminal conviction is not required for establishing the occurrence of a violation pursuant to this article.

C. Exceptions. Calls and services pertaining to the following activities or conduct shall not amount to a nuisance service call under this article:

1. Medical emergencies,

2. Domestic violence incidents or incidents related to an order for protection stemming from domestic violence; or

3. Investigations or welfare checks related to crimes or incidents that occurred off the property.

16.18.1603 Repeat nuisance service call fee.

A. The City may impose a repeat nuisance service call fee upon the owner or occupant of private property if the City has rendered services or responded to the property for a nuisance service call on:

1. Four (4) or more occasions to a single family, duplex, tri-plex residential property, or a commercial or industrial property within a period of thirty (30) days; on eight (8) or more occasions within a period of ninety (90) days to such properties; or on twelve (12) or more occasions within a period of one (1) year to such properties; or

2. Six (6) or more occasions to a multi-family residential property containing at least four (4) units within a period of thirty (30) days; on twelve (12) or more occasions within a period of ninety (90) days to such properties; or a monthly average of at least 0.2 occasions per unit over a twelve (12) month period (for a 100-unit property this would amount to a monthly average of at least twenty (20) calls).

B. The repeat nuisance service call fee under this Section shall be an amount as set forth and duly adopted by City Council resolution, and may include the cost of services in addition to the base fee. All repeat nuisance service call fees imposed and charged against the owner or occupant under this Section shall be deemed delinquent thirty (30) days after the City's mailing a billing statement therefore. Delinquent payments are subject to a ten percent (10%) late penalty of the amount due. The City may pursue any and all legal remedies to recover delinquent payments, including those provided for Chapter 16.18 of this RCMC.

16.18.1604 Citation.

A. Any citation issued under this Article shall be an administrative citation, and shall contain:

1. The street address and such other description as required to identify the premises.
2. A statement specifying with particularity the behaviors which constitute the violation.
3. A statement advising the occupant or owner that he or she has the right to request a hearing to contest the citation and that the written request for hearing must be filed within ten (10) days of receipt of the citation notice.
4. A statement advising the owner, if applicable, that an owner may not retaliate against any tenant, as set forth in Section 1942.5 of the Civil Code.
5. A statement advising the owner or tenant that any unpaid fees and subsequent delinquent charges related to the citation may be collected by the City through any available legal remedy, including an assessment against the property.

B. The citation shall be served and proof of service shall be made in the same manner as provided in RCMC 16.20.405.

16.18.1605 Right to appeal repeat nuisance service call fee.

A. Upon the imposition of a repeat nuisance service call fee, the City shall inform the owner or occupant of his/her right to a hearing on the alleged repeat nuisance service calls. The owner or occupant upon whom the fee is imposed may make a written request for a hearing by serving such request upon the City Clerk within ten (10) days of receipt of the citation.

B. Unless otherwise specified in this article, the hearing procedures set forth in RCMC Section 16.18.504 through Section 16.18.513 shall apply to hearings under this article.

C. An owner or occupant's right to a hearing shall be deemed waived if the owner or occupant fails to serve a written request for hearing as required herein or fails to appear at the scheduled hearing date. Upon waiver of the right to hearing, or upon the hearing officer's written findings of fact and conclusions that the repeat nuisance call service fee is warranted hereunder, the owner or occupant shall immediately pay the fee imposed and any applicable delinquent charges.

16.18.1606 Legal Remedies Nonexclusive.

Nothing in this Section shall be construed to limit the City's other available legal remedies for any violation of the law which may constitute a nuisance service call hereunder, including criminal, civil, injunctive or others.

Section 2. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 3. 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 4. 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, MMC, City Clerk

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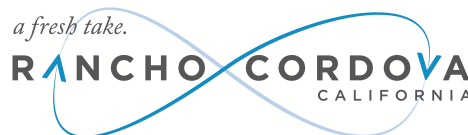
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MEMORANDUM

DATE: September 2, 2014

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Senior Engineer



SUBJECT: RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 17 (3500 FITZGERALD ROAD INDUSTRIAL BUILDING PROJECT)

RECOMMENDATION

Adopt Resolution No. 106-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the transit-related services mail ballot election concerning Transit-Related Services Special Tax Area Zone 17, which will assist the City in meeting the costs of providing City transit-related services by establishing a special tax for transit services for the 3500 Fitzgerald Road Industrial Building Project.

BACKGROUND

On November 7, 2005, the City Council approved Resolution 141-2005, which created the Rancho Cordova Transit-Related Services Special Tax Area and announced the City's intention to impose a transit-related services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax.

Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 17 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2015.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution No. 92-2014 on July 7, 2014, which created Tax Zone 17, and Ordinance No. 19-2014, on July 21, 2014, which established the special tax for transit-related services subject to landowner-voter confirmation. A ballot was mailed out to the 3500 Fitzgerald Road Industrial Building project property owner following approval of the Ordinance.

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

“Special Tax Area Zone 17: 1 “yes” vote; 0 “no” vote

ATTACHMENT

Resolution No. 106-2014.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING THE RESULTS OF THE ELECTION FOR
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 17**

WHEREAS, on November 7, 2005, the City Council adopted Resolution 141-2005 creating the Rancho Cordova Transit-Related Services Special Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on July 7, 2014, the City adopted Resolution No. 92-2014, creating Zone 17 within the Transit-Related Services Special Tax Area, and recognizing the need for increased transit-related services in Zone 17 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution No. 92-2014, the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 17 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on July 21, 2014, the City adopted Ordinance No.19-2014, which established a special tax for transit-related services in Zone 17, which is contiguous with the boundaries of the 3500 Fitzgerald Road Industrial Building site, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 19-2014 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2015; and

WHEREAS, a ballot was sent to the landowner of Zone 17 (3500 Fitzgerald Road Industrial Building project), which asked them a single question in the form of: "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?"; and

WHEREAS, the owners of the real property subject to the Transit-Related Services Special Tax Area Zone 17 have voted on the issue of whether to approve Ordinance No. 19-2014 and the City now wishes to declare the results of this transit-related services tax election for Zone 17.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA:

1. The foregoing recitals are all true and correct.
2. The City Clerk has tabulated the transit-related services special tax ballots and the following are the responses to the question on the ballot asking whether the landowner

approves of Ordinance No. 19-2014 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 17 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone 17: 1 "yes"; 0 "no".

3. In accordance with Ordinance No. 19-2014, the transit-related services special tax for Zone 17 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2015.

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, MMC, City Clerk

MEMORANDUM

DATE: September 2, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Elizabeth Sparkman, Senior Engineer



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED OPERATING PROTOCOLS AGREEMENT WITH THE SACRAMENTO TRANSPORTATION AUTHORITY

RECOMMENDATION

Adopt Resolution No. 107-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute an Amended Operating Protocols Agreement with the Sacramento Transportation Authority for the Measure A Fee. The Amended Agreement reflects a fee reduction for the general commercial rate and updates the fee schedule to add more fee categories for ease of implementation. No fees are increasing as a result of this action.

BACKGROUND

On January 5, 2009, the Council took required actions to implement the Sacramento County Transportation Mitigation Fee Program (SCTMFP), generally referred to as the Measure A Fee Program. One of those actions was the adoption of a resolution approving an Agreement on Operating Protocols for the new Measure A Fee program. During the development of the Operating Protocols Agreement, the Sacramento Transportation Authority (STA) consulted with its general counsel and a working group of local agency impact fee program managers on the wording of the agreements and to expand the SCTMFP fee rate schedule to account for development uses that did not neatly fit in to the five general land use categories set forth in the Fee Study.

Last spring, the working group reconvened to identify additional modifications to the fee schedule which include expanding the list of specified land uses to include several additional types of development and to revisit the existing fee structure for retail use. On February 13, 2014 the STA Board directed staff to prepare the documentation required to formally amend the fee schedule of the Measure A SCTMFP. The group met again in May 2014 and uniformly concluded that the methodology used in the original SCTMFP Fee Study overstates the average trip generation potential for retail uses relative to a single-family home. As a result, the current retail rate will be reduced from \$4,180 per thousand square feet to \$1,692.

On August 21, 2014 the STA Board adopted a Resolution amending the form of the Agreement on Operating Protocols which includes the revised fee schedule shown in Table 1 on the next page. The revised fees will be implemented in each local agency through the execution of an agency specific amended Agreement on Operating Protocols. The revised fee schedule will go into effect September 21, 2014.

Table 1 – Proposed Changes to Current Measure A Fee Schedule

Land Use	Proposed Rate (\$) (through June 30, 2015)
Single-Family Residential	1,128 per unit
Single-Family Residential, Sr	902 per unit
Multi-Family Residential	790 per unit
Multi-Family Residential, Sr	677 per unit
Office Use	1,355 per 1000 sq ft
Retail Use	4,180 1,692 per 1000 sq ft
Industrial Use	902 per 1000 sq ft
Hotel/Motel	654 per sleeping room
Extended Stay Hotel/Motel	581 per sleeping room
Golf Course	940 per acre
Movie Theater	2,148 per screen
Religious Center	1,050 per 1000 sq ft
Hospital	1,893 per 1000 sq ft
Service Station	1,468 per fueling station
Supermarket	2,384 1,692 per 1000 sq ft
Warehouse / Self Storage	282 per 1000 sq ft
Assisted Living	325 per bed
Congregate Care	239 per unit
Child Day Care	519 per student
Private School (K-12)	294 per student
Auto Repair / Body Shop	1,692 per 1000 sq ft
Gym / Fitness Center	1,692 per 1000 sq ft
Drive-through Car Wash	1,692 per 1000 sq ft
All Other	Average weekday trip generation rate X Normalized cot per trip (\$118.49)

The amended fee schedule will simplify the methodology for imposing the SCTMFP on new development proposals that do not fit into one of the existing SCTMFP land use categories. To implement the amended fee schedule, staff recommends City Council adopt Resolution No. 107-2014, authorizing the City Manager to execute an Amended Operating Protocols Agreement for the City.

ATTACHMENT

Resolution No. 107-2014 with Exhibit A - Amended Operating Protocols Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 107-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE AMENDED AGREEMENT ON OPERATING PROTOCOLS FOR THE
NEW MEASURE A SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION
DEVELOPMENT IMPACT FEE PROGRAM**

WHEREAS, the New Measure A Transportation Sales Tax approved by the County voters in 2004, called for the implementation of a Sacramento Countywide Transportation Mitigation Development Impact Fee Program so that new development paid its fair share of the costs of the transportation improvements included in the Measure A Expenditure plan; and

WHEREAS, the City of Rancho Cordova was required to implement the Sacramento County Transportation Mitigation Fee Program (SCTMFP), also referred to as the Measure A Fee, as a condition of receiving New Measure A sales tax revenues, in accordance with the provisions of AB 1600, and the fees went into effect on April 1, 2009; and

WHEREAS, Sacramento Transportation Authority (STA) staff in coordination with the City of Rancho Cordova developed an Agreement on Operating Protocols to apply to the City and all other jurisdictions in the County, regarding the obligation to impose, collect, account, and remit the Measure A development impact fees to STA; and

WHEREAS, on August 28, 2008, the STA Board adopted a resolution approving the Agreement on Operating Protocols, and the Agreement was subsequently amended by the STA Board on December 11, 2008 to add fees for special land use categories; and

WHEREAS, on February 13, 2014, the STA Board directed staff to prepare the documentation required to formally amend the fee schedule of the Measure A Sacramento County Transportation Mitigation Fee Program; and

WHEREAS, on August 21, 2014, the STA Board approved updates to the SCTMFP fee schedule and adopted a resolution to amend the SCTMFP Operating Protocols Agreements with the County and each city.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager, or his designee, to execute an Amended Operating Protocols Agreement with the Sacramento Transportation Authority attached as **Exhibit A**.

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, MMC, City Clerk

MEASURE A
SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM
AGREEMENT ON OPERATING PROTOCOLS
Amended – August 2014

This amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Fee Program (Agreement) is made by and between the Sacramento Transportation Authority (STA) and the City of Rancho Cordova (City).

RECITALS

- A. Sacramento Transportation Authority Ordinance No. STA-04-01 (Ordinance) imposes a one-half of one percent retail transactions and use tax that is statutorily dedicated for transportation planning, design, construction, operation and maintenance in Sacramento County.
- B. The Ordinance establishes the 30-year Sacramento Countywide Transportation Mitigation Fee Program (“SCTMFP”), to be implemented by the County and each incorporated city during the period April 1, 2009 through March 31, 2039.
- C. The Ordinance provides that the County and each incorporated city must, as a condition of receiving its allocation of local street and road maintenance formula funds from the retail transactions and use tax revenues, adopt the 30-year SCTMFP Fee (Fee) for the period April 1, 2009 through March 31, 2039 in accordance with guidelines adopted by the Sacramento Transportation (STA) Governing Board.
- D. The SCTMFP Fee schedule shall be uniform throughout the unincorporated and incorporated areas of the County.
- E. The City of Rancho Cordova has adopted Resolution No. 161-2006 acknowledging its obligations imposed by the SCTMFP.
- F. The City began implementing the SCTMFP Fee on April 1, 2009, and must remit the SCTMFP Fee revenues to the STA within 60 days of the end of each six-month period ending June 30 and December 31 of each year.
- G. The STA shall reallocate the SCTMFP Fee revenues to local jurisdictions to be expended on Measure A capital projects in the impacted areas where the fees were generated in accordance with the SCTMFP and the Measure A Capital Allocation Plan.
- H. STA Resolution STA-06-006 adopting the Sacramento Transportation Mitigation Fee Program (SCTMFP) Nexus Study and Setting SCTMFP Fee Rates Effective April 1, 2009 provides that protocols related to SCTMFP Fee implementation issues, including but not limited to, required dates of Fee remittances to STA and documentation to be submitted by each participating agency, shall be established by future resolution of the STA and contracts between the STA and the participating agencies.

- I. This Agreement, as amended, when approved by resolution of the STA and executed by the City, shall constitute the current protocols related to SCTMFP Fee implementation issues.
- J. This amended Agreement is uniform among the County and all incorporated cities.

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 “AB 1600” means the Mitigation Fee Act set forth in Government Code Sections 66001 – 60025.
- 1.2 “Development Project” or “Project” shall have the same meaning as provided in Government Code Section 66000(a), as such section may be amended from time to time.
- 1.3 “Executive Director” means the Executive Director of the Sacramento Transportation Authority.
- 1.4 “Expenditure Plan” means the Sacramento County Measure A Transportation Expenditure Plan 2009-2039 that was adopted as part of the Ordinance.
- 1.5 “Governing Board” means the Governing Board of the Sacramento Transportation Authority.
- 1.6 “Independent Taxpayer Oversight Committee” means the committee appointed by the STA Governing Board as required by the Ordinance to supervise Measure A fiscal and performance audits regarding the use of all sales tax funds and to provide independent review to ensure that all Measure A funds are spent in accordance with the provisions of the Ordinance.
- 1.7 “Industrial Use” means any Development Project that involves manufacturing, transportation, logistics, or similar uses.
- 1.8 “Measure A” or “the Ordinance” means Sacramento Transportation Authority Ordinance No. STA-04-01.
- 1.9 “Multi-Family Residential Use” means any Development Project that uses a single parcel for two or more dwelling units within one or more buildings, including duplexes, townhouses, condominiums, and apartments.

- 1.10 “Normalized cost per trip” means the single family residential fee rate per Section 2.1 divided by the average weekday trip generation rate for a single family residence (9.52) per the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The normalized cost per trip is \$118.49, and will be adjusted annually per Section 2.2.
- 1.11 “Office Use” means any Development Project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.
- 1.12 “Participating Agencies” means the County of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Folsom, the City of Galt, the City of Isleton, the City of Rancho Cordova, and the City of Sacramento. Each may be referred to individually as “Participating Agency.”
- 1.13 “Retail Use” means any Development Project that involves retailing of merchandise, generally without transformation, retail food services, and rendering services incidental to the sale of merchandise at a fixed point of sale.
- 1.14 “Sacramento Countywide Transportation Mitigation Fee Program” or “SCTMFP” means the 30-year transportation mitigation fee program established by the Ordinance.
- 1.15 “SCTMFP Fee” or “Fee” means the fee imposed pursuant to the SCTMFP.
- 1.16 “Senior Residential Use” means any Development Project that qualifies as housing for older persons pursuant to Government Code Section 12955.9.
- 1.17 “Single Family Residential Use” means any Development Project that uses a single parcel for only one residential dwelling unit. “Single Family Residential Use” also includes any Development Project that involves one primary dwelling and one accessory dwelling on a single lot.
- 1.18 “Weekday trip generation per ITE” means a technically supportable methodology based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual* to calculate the expected average weekday trip generation based on the type(s) and size of new land use set forth in the development application.”

2.0 UNIFORM FEE

- 2.1 Uniform Fee. Effective September 21, 2014, the City shall collect the applicable uniform SCTMFP Fee, as amended, for each Development Project occurring within the City’s jurisdiction. The applicable Fee for each use is as follows:

Single Family Residential:	\$1,128 per unit
Senior:	\$ 902 per unit
Multi Family Residential:	\$ 790 per unit
Senior:	\$ 677 per unit
Office Use:	\$1,355 per 1,000 square feet
Retail Use:	\$1,692 per 1,000 square feet
Industrial Use:	\$ 902 per 1,000 square feet
Hotel/Motel	\$ 654 per sleeping room
Extended Stay Hotel/Motel	\$ 581 per sleeping room
Golf Course	\$ 940 per acre
Movie theater	\$2,148 per screen
Religious center	\$1,050 per 1,000 square feet
Hospital	\$1,893 per 1,000 square feet
Service station	\$1,468 per fueling pump
Supermarket	\$1,692 per 1,000 square feet
Warehouse/self storage	\$ 282 per 1,000 square feet
Assisted Living	\$ 325 per bed
Congregate Care	\$ 239 per unit
Child Day Care	\$ 519 per student
Private School (K-12)	\$ 294 per student
Auto Repair/Body Shop	\$1,692 per 1,000 square feet
Gym / Fitness Center	\$1,692 per 1,000 square feet
Drive-through Car Wash	\$1,692 per 1,000 square feet
All Other	<i>Weekday trip generation per ITE multiplied by normalized cost per trip</i>

- 2.2 Annual Adjustment. The STA shall annually adjust the SCTMFP Fee schedule to reflect change in construction costs based on the McGraw-Hill Engineering News Record (ENR) 20-City Construction Cost Index. The adjustment will take effect July 1, and STA shall notify participating agencies of the required annual adjustment at least 60 days in advance of the effective date.
- 2.3 Calculation of Fee for Mixed Use Projects. For Projects that include two or more different types of uses, the amount of the fee imposed on the entire Development Project shall be proportionally determined based on the relative footprint associated with the various uses.

3.0 PARTICIPATING AGENCY OBLIGATIONS PRIOR TO APRIL 1, 2009.

Prior to April 1, 2009, the City shall take all necessary steps required by applicable law, including but not limited to AB 1600, to enable implementation of the SCTMFP Fee no later than April 1, 2009. Failure to meet such legal requirements shall not exempt the City from the requirement that SCTMFP Fees be collected as a prerequisite to the City's receipt of Measure A local street and road maintenance formula funds.

4.0 COLLECTION OF SCTMFP FEES

- 4.1 Collection of Fees.
- a. The City shall collect SCTMFP Fees at the time of issuance of a final building permit for a Development Project, or as otherwise required or permitted pursuant to Government Code Section 66007.
 - b. The amount of the SCTMFP Fees shall reflect the Fee schedule in effect at the time of payment.
 - c. SCTMFP Fees shall not be waived.
- 4.2 Payment by all Development Projects. Except as otherwise expressly provided by this Agreement, the SCTMFP Fee shall be payable by all Development Projects within the jurisdiction of the City for which building permits are issued on or after April 1, 2009.
- 4.3 Exemptions from the SCTMFP Fees. The following Development Projects shall not be subject to the SCTMFP Fee:
- a. The rehabilitation or reconstruction of any lawful residential structure including an expansion of an existing dwelling unit, that does not create an additional dwelling unit.
 - b. The rehabilitation or reconstruction of any non-residential structure where there is no net increase in square footage. Any increase in square footage shall pay the established applicable fee rate for that portion of square footage that is new.
 - c. New low income housing as defined in Health and Safety Code Section 50079.5 and very low income housing as defined in Health and Safety Code Section 50105.
 - d. Any development project that is subject of a valid development agreement entered into pursuant to Government Code Section 65864 prior to April 1, 2009, that includes a provision exempting it from future fees or fee increases; provided, however, that if the term of such a development agreement is extended after April 1, 2009, the SCTMFP shall be imposed.
 - e. Any development project for which an application for a vesting tentative map authorization by Government Code Section 66498.1 was deemed complete prior to April 1, 2009.

5.0 REMITTANCE OF FEES

The City shall remit SCTMFP Fees collected to the Authority on a semi-annual basis, within 60 days after June 30 and December 31 of each calendar year. Each remittance shall be accompanied by a report specifying the fee generating activity for the reporting period within the City's jurisdiction, including information as to all permits issued by use, square footage for non-residential projects, any exemptions granted, and such other information as may be deemed appropriate by the Executive Director. The Executive Director shall separately account for the City's

SCTMFP Fees as part of the aggregate SCTMFP account and will prepare annual reports for presentation to the Independent Taxpayer Oversight Committee and the STA Governing Board.

6.0 AUDIT OF SCTMFP REVENUES

The Executive Director, in coordination with the Independent Taxpayer Oversight Committee, shall establish a program to audit the City's implementation of the SCTMFP and STA's expenditure of the SCTMFP Fees.

7.0 EXPENDITURE OF FEES

STA shall distribute SCTMFP Fees received, and any proceeds of Fee-based financing(s), to the local jurisdictions for expenditure in accordance with the Ordinance, a 5-Year capital program annually updated and approved by the STA Governing Board, applicable resolutions of the STA, Measure A allocation and expenditure contracts between the STA and local jurisdictions, and AB 1600.

8.0 ADMINISTRATION COSTS

The STA and City each shall absorb their administrative costs associated with the implementation and administration of the SCTMFP Fee and this Agreement. The City, at its discretion, may impose an additional fee on affected development to pay for administrative costs of implementing the SCTMFP.

9.0 ANNUAL REPORTS

STA shall prepare the annual reports required by Government Code Sections 66000 et seq. relating to the SCTMFP Fees. City shall provide any necessary assistance.

10.0 MISCELLANEOUS

- 10.1 Effective Date. This amended Agreement shall become effective on September 21, 2014.
- 10.2 If any one or more of the terms or provisions of this Agreement shall be adjudged invalid, unenforceable, void or voidable by a court of competent jurisdiction, each and all remaining terms and provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 10.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

SACRAMENTO TRANSPORTATION AUTHORITY

By _____

Brian A. Williams
Executive Director

Dated: August 21, 2014

CITY OF RANCHO CORDOVA

By: _____

(Authorized Officer)

(Title)

Dated: _____

Approved as to Form:

Attest:

SUCCESSOR AGENCY TO THE FORMER

Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

MEMORANDUM

DATE: September 2, 2014

TO: Rancho Cordova Successor Agency Director and Members

FROM: Michelle Mingay, Sr. Finance Analyst

SUBJECT: A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 14-15B) AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2015

RECOMMENDATION

Adopt Resolution No SA-03-2014.

RESULT OF RECOMMENDED ACTION

Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 14-15B and establishes the administrative budget for the six month period.

BACKGROUND

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

The Successor Agency is required by Section 34177(l) of the Dissolution Act to adopt a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period. The ROPS functions as the Successor Agency's claim for property tax revenue, and general authorization, to pay enforceable obligations. It lists the outstanding obligations of the former Redevelopment Agency, the obligation amount that will be due during the six-month reporting period, along with the funding source for each obligation. The Successor Agency can only pay,

and will only be allocated property tax revenue by the County Auditor-Controller (the "County AC") for payments of obligations listed on the ROPS; to the extent property tax revenue is available.

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

ROPS 14-15B is attached to the resolution submitted for approval on the template provided by the DOF. As required by AB 1484, ROPS 14-15B includes a reconciliation of the estimated to actual activity for ROPS 13-14B, which covers the period of January 1 through June 30, 2014.

ROPS 14-15B includes all of the items from previous ROPS with the following exceptions:

- The following Line Items have been fully funded/paid or disallowed by the DOF therefore the DOF has removed the item(s) from the ROPS template:
 - Line Item 21 – Short term loan (ROPS 13-14A) – Loan not necessary due to the use of reserve balances
 - Line Item 26 – Interest on FY 2005-06 portion of City loan – This balance will be collected through the repayment method outlined in AB1484 and has been included in the loan balance reported in ROPS Line 28
 - Line Item 27 – Interest on FY 2006-07 portion of City loan – This balance will be collected through the repayment method outlined in AB1484 and has been included in the loan balance reported in ROPS Line 28

In accordance with Section 3419.4(b)(1) of the Dissolution Act, the Successor Agency continues to list the previously disallowed portion of the City Loan as an enforceable obligation on the ROPS (Line 28) but because of the repayment calculation outlined in the Dissolution Act, repayment of this loan cannot begin until the year after the Successor Agency starts receiving property tax revenue.

In accordance with Dissolution Act requirements, the Successor Agency will submit the adopted ROPS 14-15B to the Oversight Board for review and approval, at their September board meeting. At the same time the ROPS 14-15B is submitted to the Oversight Board, a copy will also be provided to the county administrative officer, the County AC, and the DOF for review. Following the Oversight Board's approval of the ROPS 14-15B, the Successor Agency will submit a certified copy of the ROPS electronically to the DOF to complete the Dissolution Act reporting requirements and start the 45 day review period.

It is important for the reporting process to be completed by the October 3rd deadline to avoid significant penalties which have been added to §34177(m)(2) of the Dissolution Act. Those penalties include a civil penalty of \$10,000 per day for each day the ROPS is not submitted to the DOF and a 25% reduction to the maximum administrative cost allowance.

ATTACHMENT

Resolution No. SA-03-2014 with Attachments.

RESOLUTION NO. SA-03-2014

A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 14-15B) AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2015

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

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

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

WHEREAS, the Successor Agency has prepared a ROPS for the January 1 through June 30, 2015, fiscal period ("ROPS 14-15B"), attached hereto as (**Attachment A**).

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

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

1. The Successor Agency hereby approves the ROPS 14-15B for the period January 1, 2015 through June 30, 2015, attached hereto as Attachment A.
2. The Successor Agency hereby approves the Administrative Budget for the period January 1, 2015 through June 30, 2015, attached hereto as Attachment B.
2. The Successor Agency Secretary is hereby directed to transmit ROPS 14-15B to the Oversight Board for approval before transmitting ROPS 14-15B to the Sacramento County Auditor-Controller, State Department of Finance, and the State Controller.

PASSED AND ADOPTED by the Board Members of the Rancho Cordova Successor Agency on the ____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Agency Chair

ATTEST:

Mindy Cuppy, MMC, Agency Secretary

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Rancho Cordova
Name of County: Sacramento

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF)		
A Funding Sources (B+C+D):		\$ 227,255
B Bond Proceeds Funding (ROPS Detail)		-
C Reserve Balance Funding (ROPS Detail)		227,255
D Other Funding (ROPS Detail)		-
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ -
F Non-Administrative Costs (ROPS Detail)		-
G Administrative Costs (ROPS Detail)		-
H Current Period Enforceable Obligations (A+E):		\$ 227,255

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I Enforceable Obligations funded with RPTTF (E):		-
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)		-
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ -

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L Enforceable Obligations funded with RPTTF (E):		-
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)		-
N Adjusted Current Period RPTTF Requested Funding (L-M)		-

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								\$ 15,086,086		\$ -	\$ 227,255	\$ -	\$ -	\$ -	\$ 227,255
10	Mills Station Crossing Project	Miscellaneous	8/31/2011	1/31/2015	Check Cashing Business	Redevelopment Statutory obligation to	Rancho Cordova	97,755	N		97,755				97,755
11	Audit Services	Admin Costs	6/10/2013	6/30/2014	Maze & Associates	Audit services required by law to be performed for the Successor Agency (est.)	Rancho Cordova Redevelopment	-	Y						-
14	Mills Station Crossing/Property Maintenance	Property Maintenance	1/1/2014	6/30/2015	Terra Care Associates	Monthly property/landscape maintenance charges for properties currently owned by the former RDA (est.)	Rancho Cordova Redevelopment	1,000	N		1,000				1,000
15	Statutory Payment	Miscellaneous	2/1/2011	8/6/2036	City of Rancho Cordova as the Successor Housing Agency	Low/Moderate Housing Replacement Obligation (est.)	Rancho Cordova Redevelopment	3,520,000	N						-
16	Administrative Allowance	Admin Costs	2/1/2011	6/30/2035	City of Rancho Cordova	Staff Cost to wind down former redevelopment agency activities (est.)	Rancho Cordova Redevelopment	5,000,000	N		125,000				125,000
17	Crossings at New Rancho	Miscellaneous	12/2/2010	12/2/2025	Urban Housing Communities	Project based rental assistance (est.)	Rancho Cordova Redevelopment	610,377	N						-
18	Litigation expense related to assets or obligations, settlements and judgments	Legal	2/24/2003	6/30/2015	Meyers Nave	Legal expenses for the Rancho Cordova Successor Agency to defend assets or obligations (est.)	Rancho Cordova Redevelopment	-	Y						-
22	Appraisal Services	Property Dispositions	1/1/2014	6/30/2015	Integra Realty Resources or comparable business	Appraisal services for Successor Agency Land (est.) (This amount will only be needed if the service has not already been provided in ROPS 14-15A)	Rancho Cordova Redevelopment	3,500	N		3,500				3,500
23	Property Taxes	Property Maintenance	1/1/2014	6/30/2015	Sacramento County	Property Taxes due for Successor Agency Property (est.)	Rancho Cordova Redevelopment	-	N						-
25	Loan Agreement	City/County Loans After 6/27/11	8/19/2013	12/31/2014	City of Rancho Cordova	Short term loan for payment of ROPS 13-14B DOF approved EO's. The loan will only be used in the event the EO's are greater than 1) reserve balance (DOF approved) , 2) RPTTF revenue or 3) a combination of both reserve balance and RPTTF. (est.)	Rancho Cordova Redevelopment		Y						-
28	Reimbursement Agreement (reauthorized by Oversight Board)	City/County Loans After 6/27/11	9/9/2013	8/6/2036	City of Rancho Cordova	Loan Repayment pursuant to AB 1484 §34191.4 (b). Total Obligation amount represents outstanding balance at June 30, 2013; amounts will be updated each ROPS period to reflect accrued interest and/or payments	Rancho Cordova Redevelopment	5,617,634	N						-
	n Agreement	City/County Loans After 6/27/11	2/3/2014	6/30/2015	City of Rancho Cordova	Short term loan for payment of ROPS 14-15A DOF approved EO's. The loan will only be used in the event the EO's are greater than 1) reserve balance (DOF approved) , 2) RPTTF revenue or 3) a combination of both reserve balance and RPTTF. (est.)		235,820	Y						-

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14B Actuals (01/01/14 - 06/30/14)								
1	Beginning Available Cash Balance (Actual 01/01/14)			640,689				
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014			2,428				
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q			10,916				
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B							
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required					-	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	-	-	632,201	-	-	-	
ROPS 14-15A Estimate (07/01/14 - 12/31/14)								
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	-	-	632,201	-	-	-	
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014			2,000				
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)			445,763				
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A			188,438				
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	-	-	-	-	-	-	

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments																					
Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)																					
(Report Amounts in Whole Dollars)																					
ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																					
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures												Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)			
		\$ -	\$ -	\$ 137,255	\$ 10,917	\$ -	\$ -	\$ 218,665	\$ -	\$ -	\$ -	\$ -	\$ 125,000		\$ -		\$ -	\$ -			
10	Mills Station Crossing Project	-		97,755	-	-		-		-		-						-			
11	Audit Services	-		5,000	-	-		-		-		-						-			
14	Mills Station Crossing/Property Maintenance	-		1,000		-		-		-		-						-			
15	Statutory Payment	-		-		-		-		-		-						-			
16	Administrative Allowance	-		-	10,391	-		-		-		-						-			
17	Crossings at New Rancho	-		-		-		-		-		-						-			
18	Litigation expense related to assets or obligations, settlements and judgments	-		30,000	526	-		-		-		-						-			
21	Loan Agreement	-		-		-		218,665		-		-						-			
22	Appraisal Services	-		3,500	-	-		-		-		-						-			
23	Property Taxes	-		-		-		-		-		-						-			
25	Loan Agreement	-		-		-		-		-		-						-			
26	Reimbursement Agreement entered into within two years of Agency formation.	-		-		-		-		-		-						-			
27	Reimbursement Agreement entered into within two years of Agency formation.	-		-		-		-		-		-						-			
28	Reimbursement Agreement (reauthorized by Oversight Board)	-		-		-		-		-		-						-			

Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes	
January 1, 2015 through June 30, 2015	
Item #	Notes/Comments
10	The Successor Agency has a statutory obligation (GC 7260) to relocate the business which was located at the property owned by the former Redevelopment Agency. The business relocated on July 1, 2013 but has 18 months to submit a reimbursement request to the Successor Agency. This obligation will appear on multiple ROPS but the amount will be updated to reflect any payments made in prior ROPS periods.
28	The Successor Agency is currently not receiving any RPTTF as a result of the assessed valuation of the project area remaining below the frozen base and therefore has no funding available for repayment of this loan in accordance with 34191.4(b)(2)(A).

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

	January 1, 2015 and June 30, 2015
<i>Successor Agency Staffing</i>	
Salaries	57,305
Benefits	22,695
Total Salaries and Benefits	\$ 80,000
<i>Prof. & Contractual Services</i>	
General Counsel	30,000
Consultants - Other	15,000
Total Prof. & Contractual Services	\$ 45,000
TOTAL ADMINISTRATIVE COST	\$ 125,000

MEMORANDUM

DATE: September 2, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Kathy Garcia, Senior Engineer



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND CONTRACT AMENDMENT WITH MARK THOMAS & COMPANY, INC. FOR ON-CALL CIVIL DESIGN AND LAND SURVEYING SERVICES IN THE AMOUNT OF \$400,000

RECOMMENDATION

Adopt Resolution 109-2014.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract amendment 29-2013-2 with Mark Thomas & Company, Inc. This amendment will increase the three year contract amount from \$100,000 to \$500,000 for engineering design services for the Folsom Blvd. Streetscape Enhancement Project Phase IV.

BACKGROUND

The Folsom Blvd. Enhancement Project consists of improvements outlined in the Folsom Blvd. and Mather Road Enhancement Master Plan and the Folsom Blvd. Specific Plan. These improvements identified the need for improving pedestrian, bicycle, and motorist safety as well as improving the connectivity along Folsom Blvd. and beautification of the corridor.

The project has been divided into several phases. The preliminary phase of the project was from Coloma Road to Cordova Lane and construction was completed in 2008. The subsequent two phases of the project, constructed in 2012-2013, extended from Rod Beaudry to just east of Sunrise Blvd.

The next phase of the project, Phase IV, will consist of the construction of sidewalk infill on the north side of Folsom Boulevard and sidewalks and bike lanes on the south side of Folsom Boulevard and landscape medians from Rod Beardry to Horn Rd. Also included is a along with construction of the south side separated sidewalk along the south side of Folsom Blvd. with landscaping from Kilgore Rd. to Sunrise Blvd. and upgraded pedestrian and bicycle facilities at the intersection of Folsom Blvd. and Sunrise Blvd. Phase IV is tentatively scheduled to begin construction late summer of 2015.

The City previously entered into on-call consultant services agreement 29-2013 with Mark Thomas & Company, Inc. to provide professional engineering services. This second

amendment will provide compensation to allow Mark Thomas & Company, Inc. to prepare the engineering design for Phase IV of the Folsom Blvd. Streetscape Enhancement Project.

FISCAL IMPACT

The total project cost for this phase of improvements on Folsom Blvd. is approximately \$6,000,000. Funding for this project consists of \$4,000,000 from the SACOG Community Design Program. The remaining balance will be funded from Measure A revenues.

This project is included in the City's current approved Capital Improvement Plan (CIP) and is included in the 14/15 budget.

ATTACHMENT

Resolution 109-2014 including Exhibit A – Contract 29-2013-2.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR
ON-CALL CIVIL ENGINEERING AND DESIGN AND LAND SURVEYING SERVICES TO
INCREASE THE CONTRACT AMOUNT FROM \$100,000 TO \$500,000**

WHEREAS, the City of Rancho Cordova wishes to amend the Professional Services Agreement, Contract No. 29-2013, with Mark Thomas & Company, Inc.; and

WHEREAS, this amendment will increase the compensation amount from \$100,000 to \$500,000 for engineering design services for the Folsom Boulevard. Streetscape Enhancement Project Phase IV; and

WHEREAS, those services will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, this amendment will also add extensive provisions related to federally funded projects; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his designee, to execute this Second Amendment to Contract No. 29-2013 between the City and Mark Thomas & Company, Inc. for on-call engineering, design and land surveying services, attached as **Exhibit 1** in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk
2320863.1

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND MARK THOMAS & COMPANY, INC.**

This Second Amendment to the Agreement for Professional Services ("**Second Amendment**") is made by and between the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("**City**") and Mark Thomas & Company ("**Professional**"). City and Professional are hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated April 20, 2013 for the purpose of providing on-call civil engineering and surveying services; and

WHEREAS, the Parties amended the PSA on May 1, 2014 to extend the term of the agreement until June 30, 2017; and

WHEREAS, the Parties desire to increase the contract compensation amount from \$100,000 to \$500,000 for engineering and design services for the Folsom Boulevard Streetscape Enhancement Project Phase IV; and

WHEREAS, federal funding requirements applicable to this project necessitate further amendments to the PSA; and

WHEREAS, the Parties agree that changes to the contract compensation amount and the addition of federal funding contract provisions and exhibits are necessary for the Parties to continue the PSA.

AGREEMENT

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

1. The Parties agree to modify Section 1.1 of the PSA, "Term of Services," to read as follows:

"Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Professional is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by City."

2. The Parties agree to modify Section 1.3 of the PSA, "Assignment of Personnel," to read as follows:

"Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by City's Contract Administrator."

3. The Parties agree to modify the first paragraph of Section 2 of the PSA, "Compensation," to read as follows:

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"City hereby agrees to pay Professional a sum not to exceed \$500,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person."

4. The Parties agree to modify Section 7.2 the PSA, "Compliance with Applicable Laws," to read as follows:

"Compliance with Applicable Laws. Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract."

5. The Parties agree to modify Section 7.5 the PSA, "Nondiscrimination and Equal Opportunity," to read as follows:

"7.5 Nondiscrimination and Equal Opportunity/ Statement of Compliance.

7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

7.5.3 Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement."

6. The Parties agree to add Section 7.6 to the PSA, "Safety," to read as follows:

"7.6 SAFETY.

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7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper."

7. The Parties agree to modify Section 8.1 the PSA, "Termination," to read as follows:

"Termination. City reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Professional with the reasons for termination stated in the notice."

8. The Parties agree to modify Section 8.3 the PSA, "Amendments," to read as follows:

"Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator."

9. The Parties agree to modify Section 8.4 the PSA, "Assignments and Subcontracting," to read as follows:

"Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor."

10. The Parties agree to modify Section 9 the PSA, "Keeping and Status of Records," to read as follows:

"Section 9. KEEPING AND STATUS OF RECORDS.

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9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Professional, subcontractors, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Professional that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 Inspection and Audit of Work and Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

9.4.1 All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.

9.4.2 Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.

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9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

9.4.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.

9.4.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

9.4.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

9.5.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.

9.5.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

9.5.3 Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.

9.5.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.5.6 Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9.6 Audit Review Procedures.

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.

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9.6.2 Not later than 30 days after issuance of the final audit report, Professional may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.6.3 Neither the pendency of a dispute nor its consideration by City will excuse Professional from full and timely performance, in accordance with the terms of this contract.

11. The Parties agree to modify Section 10.7 the PSA, "Conflict of Interest," to read as follows:

"10.7 Conflict of Interest.

10.7.1 Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

10.7.2 Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

10.7.3 Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7.4 Federal Transit Funding Provisions Related to Conflict of Interest.

10.7.4.1 The Professional shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

10.7.4.2 The Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

10.7.4.3 The Professional hereby certifies that neither Professional, nor any firm affiliated with the Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.4 Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in

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connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

10.7.4.5 The Professional hereby certifies that the Professional, its employees, nor any firm affiliated with the Professional providing service on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.6 The Professional further certifies that neither Professional, nor any firm affiliated with the Professional, will bid on any construction subcontracts included within the construction contract. Additionally, Professional certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

10.7.4.7 Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

12. The Parties agree to amend Section 10.12 to the PSA, "Integration," to read as follows:

"10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the compensation schedule attached hereto and incorporated herein as Exhibit B, as well as Exhibits 10-H, 10-I, 10-J, 10-01, 10-02, 17-F, 10-P, 12-B, 10-V, and 10-F represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral."

13. The Parties agree to add Section 11 to the PSA, "Federal Fund Provisions," to read as follows:

"Section 11 FEDERAL FUND PROVISIONS.

11.1 Prohibition of Expending City State or Federal Funds for Lobbying. The Professional certifies to the best of his or her knowledge and belief that:

11.1.1 No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of the Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the state Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

11.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Professional shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.1.3 This certification is a material representation of fact upon which reliance was place when these transactions was made or enter into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 US. Code.

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Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.1.4 The Professional also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

11.2 Rebates, Kickbacks or other Unlawful Consideration. The Professional warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.3 Debarment and Suspension Certification.

11.3.1 Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Professional has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

11.3.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Professional responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.3.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

11.4 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.5 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.6 Equipment Purchase.

11.6.1 Prior authorization in writing, by the City's Contract Manager shall be required before the Professional enters into any unbudgeted purchase order, or subcontract exceeding

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\$5,000 for supplies, equipment, or professional services. The Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

11.6.2 For purchase of any item, service or consulting work not covered in the Professional's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.6.3 Any equipment purchased as a result of this contract is subject to the following; "The Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Professional may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sale price. If the Professional elects to keep the equipment, fair market value shall be determined at the Professional's expenses, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City. 49 CFR. Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.7 Disputes.

11.7.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and (the Public Works Director or his or her designee), who may consider written or verbal information submitted by Professional.

11.7.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.7.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.8 Cost Principles.

11.8.1 Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allow ability of individual items.

11.8.2 Professional also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

11.8.3 Any costs for which payment has been made to Professional that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Professional to City.

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11.9 Disadvantaged Business Enterprise Considerations. Contractors must give consideration to DBE firms as specified in 23 CFR §172.5 (b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has DBE goal, the Professional must meet the DBE goal by using DBEs as subcontractors or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the Professional must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 15-H and 17-F are included in this Contract as though fully set forth herein.

14. The Parties agree to amend the final paragraph of the PSA to read as follows:

"IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below."

15. All other provisions under the Agreement shall remain in full force and effect.

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

NOW THEREFORE, the Parties have executed this Second Amendment as of the date first written above.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Brian Nakamura, City Manager

Robert A. Himes, President

Date: _____

Date: _____

Attest:

Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

2320886.1

MEMORANDUM

DATE: September 2, 2014

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Elizabeth Sparkman, Senior Engineer



SUBJECT: RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO A PROPOSED STORMWATER UTILITY FEE IN THE CITY OF RANCHO CORDOVA

RECOMMENDATION

Conduct the tabulation of ballots by property owners of the Montelena project in connection with the annual Stormwater Utility Fee and adopt Resolution No. 103-2014.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the tabulation of ballots in connection with the annual Stormwater Utility Fee. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Montelena Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

BACKGROUND

The City Council previously adopted Resolution No. 76-2014 on July 7, 2014 declaring its intention to establish a proposed annual Stormwater Utility Fee ("Fee") and set a public hearing on the matter. A protest hearing was conducted on August 18, 2014 at which time no written protests were received from property owners of the Montelena Project representing a majority of the parcels subject to the Fee. Council then adopted Resolution No. 96-2014 authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owners subject to the Fee. On the same date, Ordinance No. 7-2014, was introduced and waived the first reading thereof, establishing the Fee subject to approval by a majority vote of the owners of parcels subject to the Fee.

The Clerk will tabulate the ballots by property owners for the Montelena Project. If majority approval exists, Council may impose the annual Fee on the Montelena Project pursuant to the Ordinance. In this case, a subsequent action tonight will be the second reading of Ordinance No. 7-2014. If a majority approval does not exist, the Stormwater Utility Fee shall not be imposed for the project. In summary, if there is a majority approval, Council shall make the following motions. If there is not a majority approval, then only the first motion shall be made.

COUNCIL ACTIONS

"I move that Council adopt Resolution No. 103-2014 – A Resolution of the City Council of the City of Rancho Cordova Declaring the Results of a Mail Ballot Election Relating to a Proposed Stormwater Utility Fee in the City of Rancho Cordova"

"I move that Council approve a subsequent action to adopt Ordinance No. 7-2014 establishing the annual Stormwater Utility Fee, waive the second reading of the ordinance, and impose the Fee on the Montelena Project".

ATTACHMENT

Resolution No. 103-2014 with Exhibits A and B.

RESOLUTION NO. 103-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO A PROPOSED STORMWATER UTILITY FEE IN THE CITY OF RANCHO CORDOVA

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

WHEREAS, on July 7, 2014 a majority of the City Council (5-0) adopted Resolution No. 76-2014 (the "Resolution of Intention") declaring its intention to establish a proposed annual Stormwater Utility Fee (the "Fee"); and

WHEREAS, Article XIID of the California Constitution ("Proposition 218") requires the City to follow certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Proposition 218); and

WHEREAS, the City has determined that the Fee is a "property-related" fee, subject to the provisions of Proposition 218; and

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2014-15, and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on August 18, 2014 and took testimony, both written and oral; and

WHEREAS, having determined that written protests were not received from property owners representing a majority of the parcels subject to the Fee, a majority of the City Council (5-0) adopted Resolution No. 96-2014 authorizing the mailing of a property owner ballot (the "Ballot Measure"), a copy of which is attached hereto as **Exhibit A**, for the purpose of submitting the Fee to a vote of the owners of parcels subject to the Fee and thereafter introduced and waived the first reading of Ordinance No. 7-2014 establishing the Fee, subject to approval by a majority vote of the owners of parcels subject to the Fee; and

WHEREAS, pursuant to the terms of Resolution No. 76-2014 the Property Owner Balloting was conducted commencing on August 19, 2014, and was completed at 5:30 p.m. on Tuesday, September 2, 2014, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Returns in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as **Exhibit B** and by this reference incorporated herein.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The above recitals are all true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure presented as set forth in Exhibit A attached hereto and by this reference incorporated herein.
4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. If there is a majority approval of the property owners, the City Council hereby determines that the Fee, as set forth in Ordinance No. 7-2014 is lawfully authorized on the identified parcels.

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, MMC, City Clerk

Exhibit A**BALLOT MEASURE**

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City establish a new annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated August 7, 2014?

☐

YES I support the proposed annual Stormwater Utility Fee

☐

NO I oppose the proposed annual Stormwater Utility Fee

Exhibit B

**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE
IN THE CITY OF RANCHO CORDOVA**

I hereby certify that on September 2, 2014, I canvassed the returns of the election held in connection with the imposition of an annual stormwater utility fee, that the last day for the return of mail ballots was September 2, 2014, that the election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: _____

Total "Yes" Ballots: _____

Total "No" Ballots: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on September 2, 2014.

By: _____
Mindy Cuppy, MMC, City Clerk
City of Rancho Cordova

CITY OF RANCHO CORDOVA

ORDINANCE NO. 7-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE RANCHO CORDOVA ADDING CHAPTER 15.11 TO TITLE 15 OF THE RANCHO CORDOVA MUNICIPAL CODE ESTABLISHING AN ANNUAL STORMWATER UTILITY FEE

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

Section 1. Chapter 15.11 is hereby added to Title 15 of the Rancho Cordova Municipal Code to read as follows:

15.11.010 Purpose

The purpose of this chapter is to establish a mechanism for funding the operation and maintenance of the city storm drainage and flood protection system in the new developing areas in order that storm and surface waters may be properly drained and controlled so that the health, safety and welfare of the city and its inhabitants may be safeguarded and protected.

15.11.020 Findings

- A. The city maintains a system of storm and surface water management facilities within the city, including but not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, overland release corridors, lift stations, and other components as well as natural waterways.
- B. Those elements of the city's storm and surface water management system that provide for the collection, storage, treatment, and conveyance of storm drainage are of benefit and provide services to all developed property with the city.
- C. The cost of operating and maintaining the storm drainage management system, including necessary repairs, should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom.
- D. Erosion and the discharge of nutrients, metals, oil, grease, and other substances into and through the storm drainage system is resulting in a degradation in water quality.
- E. The public health, safety and welfare may be adversely affected by poor water quality and flooding resulting from inadequate storm drainage management practices.
- F. The storm drainage management practices necessary to protect water quality are largely established by federal and state statutes, regulations and permitting requirements.
- G. Real property either uses or benefits from the presence and operation of the storm drainage management system.
- H. The use of the storm drainage system is dependent on factors that influence runoff, including land use and impervious area.
- I. The city has the authority under Section 5471 of the Health and Safety Code to prescribe, revise and collect fees, tolls, rates, rentals and other charges, including a Stormwater Utility

Fee for services and facilities furnished by the city in connection with its storm drainage system.

- J. The Legislature, through the adoption of Section 5471 of the Health and Safety Code, has specifically authorized the city to provide storm drainage services as a utility function for which service charges or fees may be levied.

15.11.030 Definitions

Unless the context otherwise requires, the definitions set forth in this section shall govern the interpretation of this chapter.

“Administrative Expense” means the actual cost incurred by the City relating to the billing for, and collection of, Stormwater Utility Fee.

“City” means the City of Rancho Cordova.

“City storm drainage system” means the system of storm and surface water management facilities, including but not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, overland release corridors, lift stations, and other components as well as natural waterways, within the city that is either owned or operated by the city.

“Commercial/office use” means the use of any developed parcel for any of the following or similar purposes: office, wholesale or retail sales, establishments, or the provision of personal, professional or business services, including but not limited to, retail stores, shopping centers, restaurants, service stations, car washes, vehicle, boat and trailer sales lots, parting lots, automobile repair and service facilities, auction yards, advertising offices, nurseries, general offices, financial service facilities, medical and dental offices, clinics and laboratories, and veterinary offices, clinics and hospitals.

“County” means the County of Sacramento.

“Developed parcel” means any parcel of land altered from its natural state by the construction, creation or addition of impervious area.

“Drainage Measurement Unit (DMU)” is the runoff based on the median size of a single-family residential parcel,

“Drainage Unit” is the parcel area times the impervious percentage

“Engineer” means the Director of the City’s Public Works Department or his designee.

“Equivalent contributing parcel area” means the calculated area which, when multiplied by the impervious factor for the parcel’s use classification, yields the parcel’s measured impervious area.

“Exempt use” means the use of any public or undeveloped property and the use of any other parcel for any of the following purposes: agricultural land use for crops or pasture, aquatic farms, orchards, city-maintained drainage ditches, property within a floodplain or wetlands area recognized by the city on which improvements are prohibited, and levees.

“Fee Area” means the parcels subject to the Stormwater Utility Fee as approved or amended by the by law.

“Fiscal year” means the annual period beginning July 1st and ending June 30th.

“Impervious area” means the total area of a parcel of property covered by an impervious surface.

“Impervious factor (IF)” means a factor which represents the percentage of impervious area on a parcel which consists of a numerical value that is calculated on the basis of generally accepted engineering standards, review and application of such standards to local conditions, and statistics compiled by measuring impervious areas depicted on aerial photographs of real property.

“Impervious percentage” means the ratio of the impervious area over the total area of a parcel.

“Impervious surface” means any surface on or in any parcel which reduces the rate of infiltration of stormwater into the soil.

“Industrial use” means the use of any developed parcel for any of the following or similar purposes: to manufacture, fabricate, process or package products, to process or store food or chemical products, or for storage or warehousing purposes, including, but not limited to, processing, fabrication and assembly plants, warehouses, wrecking yards, aerospace facilities, truck and other transportation terminals, building materials storage, bakeries, canneries, wineries, creameries, meat and frozen food processing facilities, meat packing plants, slaughter yards, inspection and weighing stations, airports, railroads and railroad spurs, wells, electrical substations, water or sewage treatment plants, and mini-storage facilities.

“Institutional use” means the use of any developed parcel for any of the following or similar purposes: hospitals, nursing facilities, residential care facilities, retirement homes, day nurseries, mortuaries, churches, and schools.

“Low impervious development use” means the use of any developed parcel for any of the following or similar purposes: golf courses, surface mines, cemeteries, marinas, and sports fields.

“Multifamily residential use” means the use of any developed parcel for any of the following or similar purposes: triplexes, fourplexes, apartments, mobile home parks, hotels, boarding and rooming houses, fraternity and sorority houses, motels, the common areas of condominiums and planned unit developments, and bed and breakfast inns.

“Parcel” means the smallest separately segregated lot, unit or plot of real property having an identified owner, boundaries, and surface are which is documented for property tax purposes and given a tax lot number by the county assessor.

“Parcel area” means the square footage of a parcel measured or estimated using the outside boundary dimensions in feet in order to obtain the total square footage without regard for any topographic features of the enclosed surface.

“Person” means any individual, firm, company, association, society, partnership, corporation, organization, group or public agency.

“Public agency” means the United States or any department or agency thereof, the State of California or any department thereof, a city, a county, and any district or other local authority or public body of or within this state.

“Public property” means any property owned by a public agency.

“Public Works Director” means the Director of the Public Works Department of the City of Rancho Cordova, or his designee.

“Rate Analysis Report” means the Rate Analysis Report for the Stormwater Utility Fee for the City of Rancho Cordova, dated August 7, 2014, as adopted by the City Council of the City of Rancho Cordova for the establishment of the stormwater utility fee.

“Residential dwelling unit” means any residential premises designed to house a single family.

“Single-family residential use” means the use of any developed parcel for any of the following or similar purposes: single family residences, condominiums and planned unit developments, row houses, halfplexes, duplexes, and mobile homes located on individually owned parcels.

“Street” means any public highway, road, street,, avenue, way, alley or right-of-way.

“Undeveloped use” means any parcel that has not been altered from its natural state, as evidenced by a complete lack of impervious surface.

“Use code” means the six-digit alphanumeric code assigned by the county assessor’s office to every parcel within the city.

“User” means the owner of a parcel of real property that is charged for storm drainage services.

15.11.040 Levy of charge for storm drainage services

Subject to Section 15.11.130, requiring approval by a majority vote of the property owners subject to the Stormwater Utility Fee, there is hereby levied by the City on all newly developing parcels within the Fee Area, other than those classified as an exempt use, a Stormwater Utility Fee to be calculated as set forth in the Rate Analysis Report for the Stormwater Utility Fee for the City of Rancho Cordova, dated August 7, 2014, as approved by the City Council.

15.11.050 Appeals Process

If a property owner disagrees with the calculation of their fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation per the appeals process contained in the Rate Analysis Report.

15.11.060 Collection of Annual Stormwater Utility Fee on the Sacramento County Tax Roll

Pursuant to Health and Safety Code Section 5473, the Annual Stormwater Utility Fee may be collected on the County of Sacramento tax roll commencing with 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 5473.1 to 5473.11, inclusive, of said Code. In any year the City Council may, by resolution, provide for an alternative procedure for collection of the Annual Stormwater Utility. Such alternative procedure is described in Section 15.11.070.

15.11.070 Alternative Billing Procedure for Collection of Annual Stormwater Utility Fee

- A. The Stormwater Utility Fee shall be billed to all users no less frequently than a bimonthly basis. The bill is due and payable on presentation and shall be come delinquent 45 days after a bimonthly billing, or 21 days after for a monthly billing after the date of billing.
- B. The Stormwater Utility Fee may be billed as part of the County's consolidated billing service, or other billing service as deemed appropriate by the Public Works Director.
- C. The Stormwater Utility Fee billing shall be based on the use of the parcel as determined by the Public Works Director. For each parcel of property there shall be only one unit for purposes of billing for storm drainage services. In no case shall a parcel be divided into smaller units for billing purposes.
- D. The Stormwater Utility Fee shall be billed to the owner of record of the parcel, to the successor in interest of such person, or to such person's single designee if approved by the Public Works Director. All requests to bill a party other than the owner of record must be made in writing to the Public Works Director by both the owner of record and the party to be billed. The Public Works Director may approve or deny such requests at his sole discretion. The Public Works Director shall notify the owner of record if the billing is changed to comply with such a request and the owner of record shall remain liable for any delinquent fees.
- E. The opening bills shall be based on current parcel numbers, parcel area and use codes on record in the county assessor's office, unless the Public Works Director determines that the actual use of the parcel is different than the use reflected in the use codes in which case the billing shall be based on the actual use of the parcel.
- F. Any adjustment of charges may be initiated by either the Public Works Director or by the owner of a parcel subject to the Stormwater Utility Fee. If the Public Works Director denies any adjustment proposed by an owner or an owner objects to an adjustment proposed by the Public Works Director, any adjustment shall be made pursuant to the procedure set forth in RCMC 15.11.110. Any debit adjustments shall be added to the charge in the succeeding billing period. Any credit adjustments shall first be credited against the previous balance and then any remaining credit shall be applied to subsequent charges. No debits or credits shall be made for any period more than three years prior to the date that an adjustment is proposed by the Public Works Director or requested by the owner of record pursuant to RCMC 15.11.110.
- G. Any delinquent Stormwater Utility Fee shall incur an added penalty charge of 10 percent of the amount that is delinquent. The delinquent amount, including the 10 percent penalty charge, shall thereafter incur an added penalty charge of one and one-half percent per month until paid or placed on the annual property tax bill. If collected with the property taxes, the total amount delinquent, plus all penalties, shall incur an additional 10 percent lien penalty.

15.11.080 Lien

- A. The city shall notify the assessee shown on the latest equalized assessment roll whenever delinquent and unpaid fees which would become a lien on the parcel pursuant to subsection (B) of this section remain delinquent and unpaid for 60 days.
- B. The Stormwater Utility Fee and any penalties levied pursuant to this chapter shall constitute a lien upon the parcel subject to the fee, as provided for in Section 5473.11 of the Health

and Safety Code, if the fee remains delinquent for a period of 60 days and the city has notified the assessor of the parcel shown on the latest equalized assessment roll of the delinquent fees and the lien provided by this section.

- C. The lien provided herein shall have no force or effect until a certificate specifying the amount of the unpaid fees is recorded with the county recorder.

15.11.090 Collection of Delinquent Fee with General Taxes

Any delinquent Stormwater Utility Fee and penalties may be collected on the tax roll in the same manner and at the same time as the county's ad valorem property taxes.

15.11.100 Administration and Enforcement

The engineer shall be responsible for the administration and enforcement of the provisions of this chapter. The engineer shall have the authority to adopt rules and regulations not inconsistent with the provisions of this chapter for purposes of carrying out and enforcing the payment, collection and remittance of the fee herein levied.

15.11.110 Administrative Appeal

- A. Any owner who disputes the amount of the Stormwater Utility Fee charged to his parcel, the classification of the property in terms of its use, any adjustment proposed by the Public Works Director, or any other determination affecting the property made by or on behalf of the city pursuant to this chapter may petition in writing the Public Works Department for a hearing with regard to any such issue. Any such petition may only be filed once in connection with the issue or issues presented in the petition, except upon a showing of changed circumstances sufficient to justify the filing of such additional petition.

- B. Any such petition shall be in writing, signed by the owner under penalty of perjury and filed with the engineer. The petition shall include the following information:
 1. A complete description of the factual basis for the appeal;
 2. The legal basis for the appeal;
 3. The remedy sought by the applicant

Within 10 days after receipt of the petition, the city shall mail written notice to the appellant of the date, time and place of the scheduled hearing. The hearing shall be scheduled within 45 days of the date the city mailed the written notice to the appellant.

- C. At the hearing, an unbiased hearing officer selected by the Public Works Director may hear any oral or documentary evidence that the appellant may offer in addition to the information in the petition, together with any oral or written information that may be submitted by city representatives in support of the determination that it is the subject of the appeal. Within 30 days after the conclusion of the hearing, the designated hearing officer shall make and serve by mail written findings of fact based upon all relevant information presented in the petition or at the hearing, shall make a determination of issues based upon such findings and, if appropriate, an order setting forth an appropriate remedy subject to the limitations set forth in RCMC 15.11.070(F). The determination of the designated hearing officer shall be final.

15.11.120 Deposit of Collections

There is hereby created in the city treasury a special revenue fund to be known as the "City Stormwater Utility Fee Fund". All Stormwater Utility Fee revenue collected by the city shall be

deposited in such fund. The revenue deposited in such fund shall be used only for the acquisition, construction, reconstruction, maintenance, and operation of any city storm drainage system and facilities.

15.11.130 Operative Date

Notwithstanding the effective date of this chapter, the Stormwater Utility Fee levied in RCMC 15.11.040 shall be operative as of the date the Stormwater Utility Fee is approved by a majority vote of the property owners subject to the Stormwater Utility Fee.

Section 2. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this chapter, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this chapter. The City Council hereby declares that it would have adopted this chapter, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 3. Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published 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:

ABSTAINED:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: September 2, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner



SUBJECT: ARISTA DEL SOL REZONE, LARGE LOT TENTATIVE SUBDIVISION MAP, SMALL LOT TENTATIVE SUBDIVISION MAP, DEVELOPMENT AGREEMENT AMENDMENT; PROJECT NO. DD8436 – LOCATED AT THE NORTHWEST CORNER OF GRANT LINE ROAD AND THE FUTURE EXTENSION OF CHRYSANTHY ROAD

PROPERTY OWNER/APPLICANT: Arista del Sol JCP, LLC c/o Pappas Investments Mr. Thad Johnson 2020 L Street, 5 th Floor Sacramento, CA 95816	REPRESENTATIVE: Wood Rodgers Inc 3301 C Street, Building 100B Sacramento, CA 95816
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PROJECT: Arista del Sol FILE: DD8436 LOCATION: Northwest corner of Grant Line Road and the future extension of Chrysanthy Road APN: 067-0040-013 PLANNER: Jessica Jordan	
---	--

RECOMMENDATION

Introduce and waive the first reading of Ordinance 24-2014 and adopt Resolution 110-2014.

RESULT OF RECOMMENDED ACTION

Approval of the project would allow reconfiguration of the residential subdivision and overall reduction in units from 905 single family lots to 740 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to clarify the project's parks and infrastructure requirements. These modifications reflect the recent updates to the City's open space/park standards and Public Works improvement timing and standards.

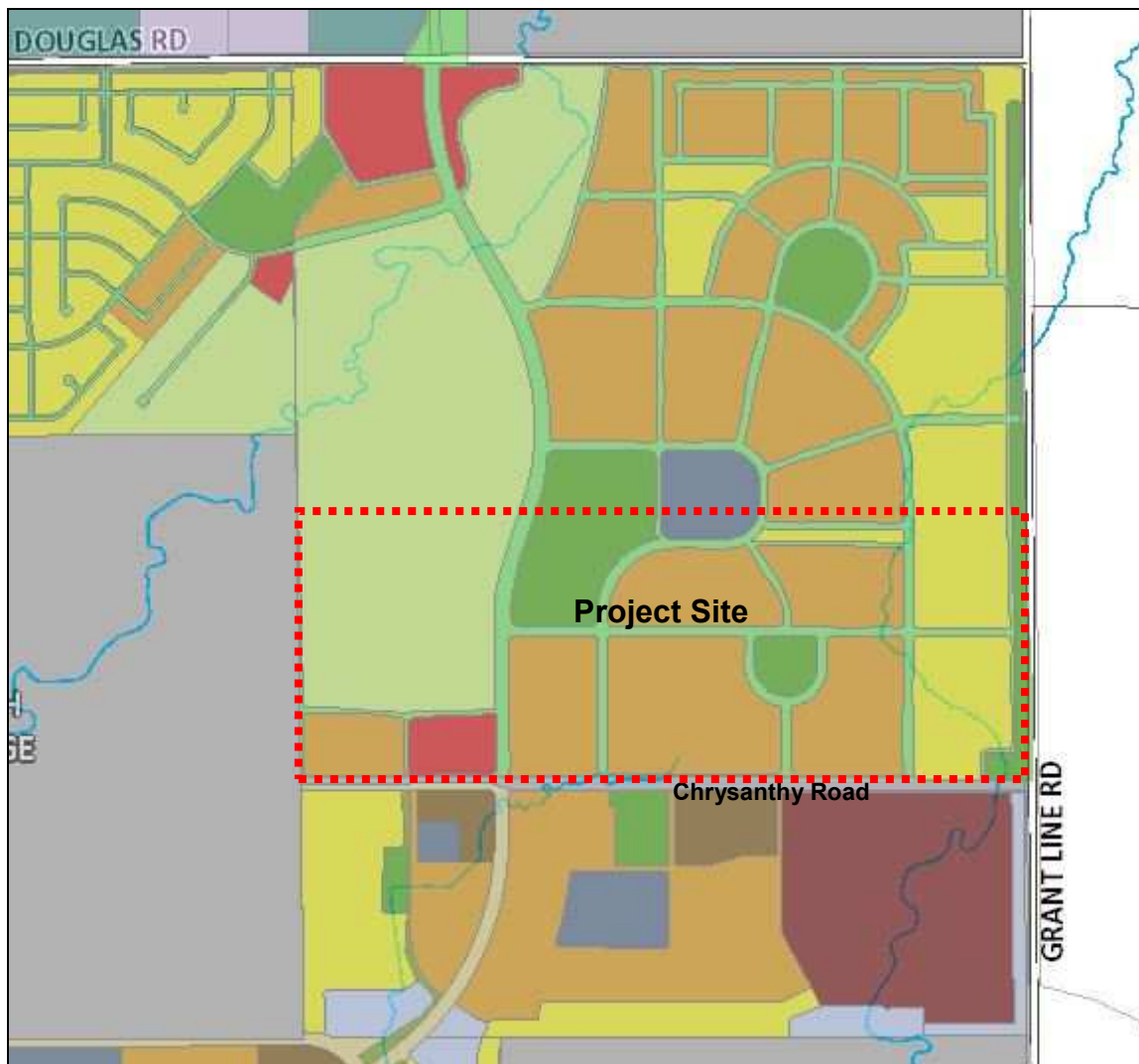
REQUIRED PERMITS AND REGULATORY BASIS

The project will need the following entitlements in order to proceed into the next phase of development:

- A. Rezone – Section 23.146 et.al. of the City's Municipal Code establishes the process for amending the Zoning Map of the City and the supporting evidence supporting the rezone is provided in the ordinance.
- B. Large and Small Lot Tentative Subdivision Maps – The Subdivision Map Act of the State of California and Title 22 of the City's Municipal Code guide the division of land in accordance with the Zoning Code.
- C. Development Agreement Amendment – Section 23.158 et.al. of the City's Municipal Code establishes the process for adopting and amending a Development Agreement between the City and the applicant.

BACKGROUND

The Arista del Sol project is located in the southeastern portion of the SunRidge Specific Plan (SRSP) and is bounded by Grant Line Road on the east and the future extension of Chrysanthy Road on the south. The site and surrounding areas are currently vacant, mostly undisturbed land.



The Arista del Sol project was originally approved in 2006 and included a General Plan Amendment/Rezone consistent with the SunRidge Specific Plan and a Tentative Subdivision Map for 905 lots in the RD-5, 7 and 10 residential designations. The project also included a 5.0 acre commercial site at the northeast corner of Americanos Boulevard and Chrysanthy Road, 16.6 acre portion of a Community Park, and 43.3 acres of wetland preserve. A Development Agreement was also adopted in 2006, vesting the project's entitlements to develop.

Following approval of Arista del Sol in 2006, legal challenge to the required federal wetland permit for the project was filed. A resulting settlement agreement between the Applicant and the plaintiffs created a new wetland preserve adjacent to Grant Line Road.

The newly configured Arista del Sol project was discussed with the City Council at a Study session on April 7, 2014. The general purpose of the study session was to familiarize the City Council with the revised project and to gain specific direction on a few specific topics. These topics included pedestrian and bicycle connectivity, detention basin design, and Grant Line Road alignment, which pertained mainly to the adjacent development to the north. After much discussion, the City Council provided general support for the project and deemed the pedestrian connectivity and detention basin design to be adequate. The alignment of Grant Line Road within the boundaries of the Arista del Sol project is consistent with the City's General Plan.

ANALYSIS

The current proposed project includes several requests to revise the development to reflect current City standards and the current development market. Additionally, the Applicant has obtained the requisite permits from the Army Corps of Engineers due to the presence of wetland resources on the property. As noted above, the ACOE permit requires the designation of a large wetland reserve along the eastern project boundary, which was not accounted for in the original development configuration. These changes since 2006 have resulted in the need to amend the Arista del Sol development and as such, the project requests include:

Rezone:

The proposed rezone would amend the zoning designations for several portions of the property. The table below provides the breakdown of how zoning designations would be redistributed within the new small lot tentative subdivision map. The rezone and amended map would reduce the overall unit count for the project from 905 residential lots to 740 residential lots. A formal rezone exhibit is included in **Attachment 1, Exhibit 1A**.

Zoning Designation	Land Use	Existing Acres	Proposed Acres	Difference
RD-5	Single Family Residential	38.3	39.6	1.3
RD-7	Single Family Residential	62.8	56.0	-6.8
RD-10	Single Family Residential	39.0	33.2	-5.8
SC	Commercial/Office	7.7	7.7	0
O	Parks and Open Space	62.8	74.1 ¹	11.3
		210.6	210.6	
1 – The proposed change reflects a reduction in park acres from 18.8 to 12.66 acres and an increase in wetland preserves from 41.1 to 53.5 acres.				

Large Lot Tentative Subdivision Map:

For the purposes of future sale and preservation easements, the project includes a Large Lot Tentative Subdivision Map, which would create 14 individual parcels upon recordation of the map. The large lot parcels generally follow the overall zoning designation boundaries. Eight of these parcels would be used for residential development. The other 6 parcels represent parks, wetland preservation areas, and the project's commercial property.

Small Lot Tentative Subdivision Map:

The small lot tentative subdivision map would create 740 single family residential lots and various additional lots to accommodate parks, open space, landscape corridors, detention basins, and other infrastructure supportive of the overall development.



Development Agreement Amendment:

The Development Agreement Amendment would serve several functions. The amended language would establish timing and development requirements for the project's park obligations, would establish the requirement to pay a supplemental fee related to traffic impacts, and would update storm drain and other relevant city items to reflect accurate city standards.

As indicated above, the proposed amendments to the previously approved Arista del Sol project are reflective of change in standards, wetland requirements, and market conditions for this type of development. Specifically, the original project was approved when the total parks and open space standard was 7.0 acres per 1,000 population. Through coordination with the Building Industry Association (BIA) and a series of facilitated discussions, the total parks and open space obligation has been reduced to 6 acres per 1,000 population. Additionally, the Applicant has received their permits to move forward with development from the Army Corps of Engineers, requiring additional set aside for wetland preservation. Since 2006, the development climate has also changed and the applicant foresees this reconfiguration as being a more plausible development configuration.

Staff is supportive of the proposed changes as they reflect current standards and would provide future residents with adequate parks, connectivity both on- and off-street, and would generally result in a nicely developed neighborhood. The project revisions have been reviewed by all

interested agencies and conditions of approval have been placed on the map to ensure the project continues to comply with City standards over time.

ENVIRONMENTAL

The City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR (State Clearinghouse Number 97022055) was required for the Project under CEQA ("2014 Addendum"). The analysis in the 2014 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Arista Del Sol project will not result in any new or substantially more severe impacts and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

RECOMMENDED MOTION

Move the City Council introduce and waive the first reading of Ordinance 24-2014 approving a Rezone and Development Agreement Amendment and adopt Resolution 110-2014 approving a Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map for the Arista del Sol project, subject to the Conditions of Approval and attached Exhibits.

ATTACHMENTS

1. Ordinance 24-2014 approving the Rezone (**Exhibit 1A**) and Development Agreement Amendment (**Exhibit 1B**) for the Arista del Sol project.
2. Resolution 110-2014 approving the Large Lot (**Exhibit 2A**) and Small Lot Tentative Subdivision Maps (**Exhibit 2B**), Conditions of Approval (**Exhibit 2C**), and Phasing Plan (**Exhibit 2D**) for the Arista del Sol project.
3. Addendum to the Mitigated Negative Declaration.
4. Mailing List.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A REZONE AND DEVELOPMENT AGREEMENT AMENDMENT FOR ARISTA
DEL SOL – PROJECT NO. DD8436**

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

Section 1. Purpose and Declarations.

WHEREAS, Pappas Investments (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to modify the Arista del Sol development project located at the northwest corner of Grant Line Road and the future extension of Chrysanthy Road. (Assessor's Parcel Number 067-0040-013); and

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties; and

WHEREAS, in April 2006, the City and Arista del Sol, LP entered into a Development Agreement for the Arista del Sol Project, consisting of 209 acres of low density residential development (Ordinance Number 07-2006). The Arista del Sol Project (hereinafter known as the "Property") remains undeveloped; and

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

WHEREAS, in March 2006, the City adopted a Mitigated Negative Declaration as the CEQA environmental review for the Arista del Sol Project among others ("Sunridge East MND") which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND; and

WHEREAS, in the Sunridge East MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in

ATTACHMENT 1

Ordinance 07-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment; and

WHEREAS, Arista del Sol JCP, LLC (“Landowner”) was assigned all of the interest of Arista del Sol, LP in the Agreement in 2014 by virtue of that certain “Assignment and Assumption Agreement Relative to Arista del Sol” dated July 15, 2009; and

WHEREAS, Pursuant to Government Code section 65868, City and Landowner now desire to modify the Development Agreement to reflect certain changes and modifications to the obligations of the Landowner to pay certain fees for parks, to revise the Landowner’s park dedication obligations, and to establish standards and fees for certain Public Works improvements, all as more fully set forth in the attached Development Agreement Amendment; and

WHEREAS, the requested approvals by Landowner to the Arista del Sol Project include the Development Agreement Amendment and amendment to the City’s Zoning Map; and

WHEREAS, the attached Zoning Map amendment changes 1.3± acres within the Arista del Sol Project from to RD-7 to RD-5 and 11.3± acres of RD-7 and RD-5 to Parks/Open Space; and

WHEREAS, an Addendum to the previously certified EIR and MND was prepared in accordance with the California Environmental Quality Act (CEQA). No significant impacts were identified. On the basis of the Addendum, comments received, and the whole record, there is no substantial evidence that the Project will have a significant adverse impact on the environment. The Addendum reflects the City Council’s independent judgment and analysis.

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.

Section 2. Findings

The City Council hereby finds that:

A. **CEQA Compliance.** The City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR (State Clearinghouse Number 97022055) was required for the Project under CEQA (“2014 Addendum”). The analysis in the 2014 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Arista Del Sol project will not result in any new or substantially more severe impacts and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

ATTACHMENT 1

B. **Required Findings.** The attached Development Agreement Amendment and Zoning Map Amendment are consistent with the following additional required findings:

Finding: The development agreement is consistent with the General Plan objectives, policies, land uses and implementation programs and any other applicable Specific Plans.

Evidence: The Arista del Sol Development Agreement Amendment is consistent with the City's current adopted policies relative to parks and open space obligations and Public Work infrastructure requirements. There are no Specific Plans that apply.

Finding: The development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or the general welfare of the residents of the city as a whole.

Evidence: The Arista del Sol Development Agreement Amendment will ensure that the future development of the site occurs in a manner consistent with the obligations and expectations of a residential neighborhood. The project site is located in an undeveloped portion of the city and as such, no persons or property will be adversely impacted by the project. The continued development of the city will provide new residents and commercial services not currently available to the general residents of the city as a whole.

Finding: The development agreement will promote orderly development of property or the preservation of property values.

Evidence: The Arista del Sol Development Agreement Amendment will ensure that the future development of the site occurs in an orderly manner, establishing required timing of construction for parks, payments of fees, and public works infrastructure.

Finding: The proposed amendment is consistent with the General Plan.

Evidence: The proposed rezone of the Arista del Sol project site relies on appropriate zoning designations for the subject property and the future surrounding development areas. All designations are consistent with the corresponding General Plan Land Use Designation and development expectation for the area.

Finding: The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

Evidence: Rezone of the Arista del Sol project will support future development and is in the public interest to continue creating a healthy and varied residential community within the city. There are not anticipated effects of the project that would be detrimental to public health, safety, and welfare.

Finding: The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA).

Evidence: The proposed Arista del Sol project was reviewed and an Addendum was prepared for the project. The analysis in the 2014 Addendum shows that none of the

ATTACHMENT 1

standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Arista Del Sol project will not result in any new or substantially more severe impacts and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under State CEQA Guidelines section 15162.

Finding: The site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provisions of utilities) for the requested zoning designations and anticipated land uses/development.

Evidence: The project site is physically suitable for the future development of residential, commercial, open space, parks, and preservation uses. The project has been planned to be compatible with future surrounding developments. There are no physical constraints limiting the construction to occur consistent with the Arista del Sol Tentative Subdivision Map. The project has been conditioned to ensure that all necessary utilities and roadways are constructed in a timely manner to best serve the future residents of the Arista del Sol project.

Section 3. Approval of the Development Agreement Amendment

The City Council hereby approves the Development Agreement Amendment, attached to this Ordinance and incorporated herein by reference as **Exhibit 1B**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4. Approval of the Zoning Map Amendment

The City Council hereby adopts the Arista del Sol Zoning Exhibit attached in **Exhibit 1A**.

Section 5. Severability

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

Section 6. Effective Date

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

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:

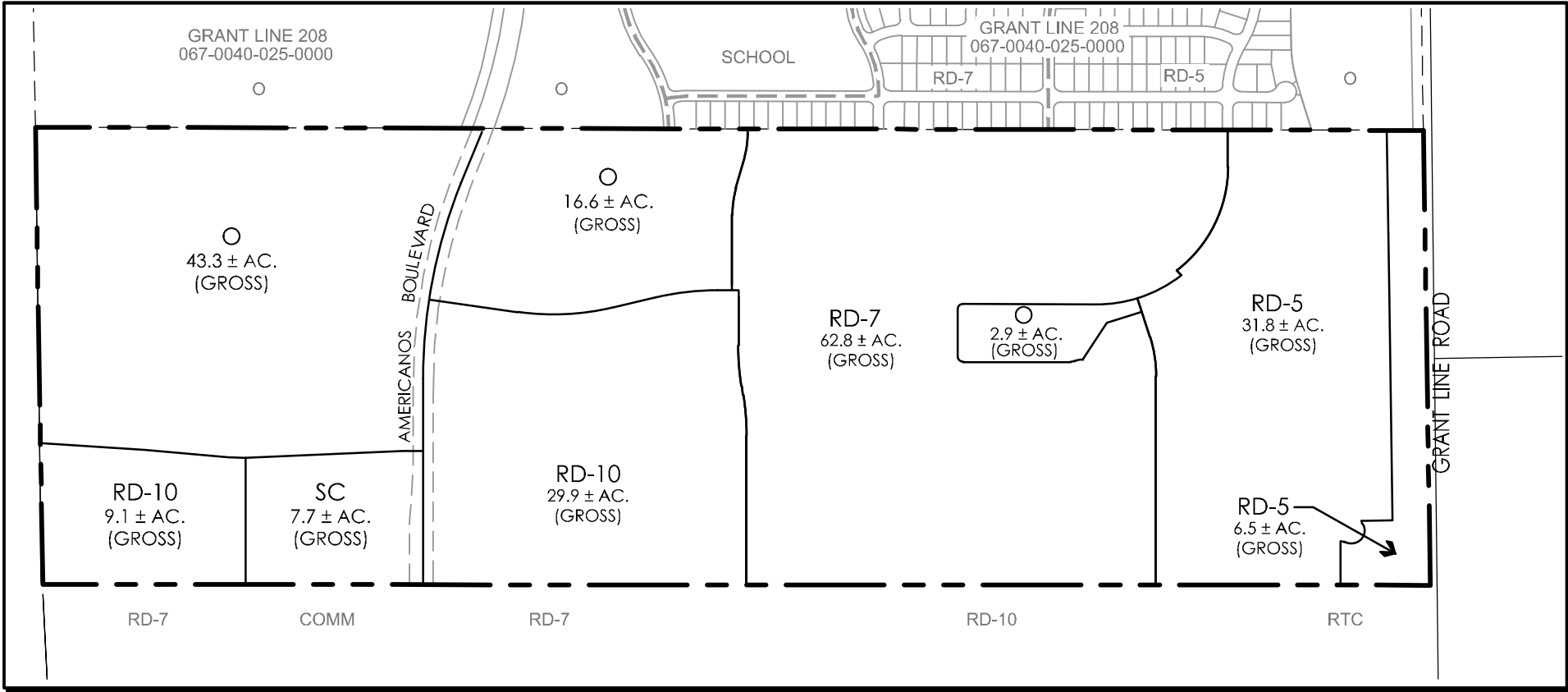
Mindy Cuppy, MMC, City Clerk

ZONING EXHIBIT

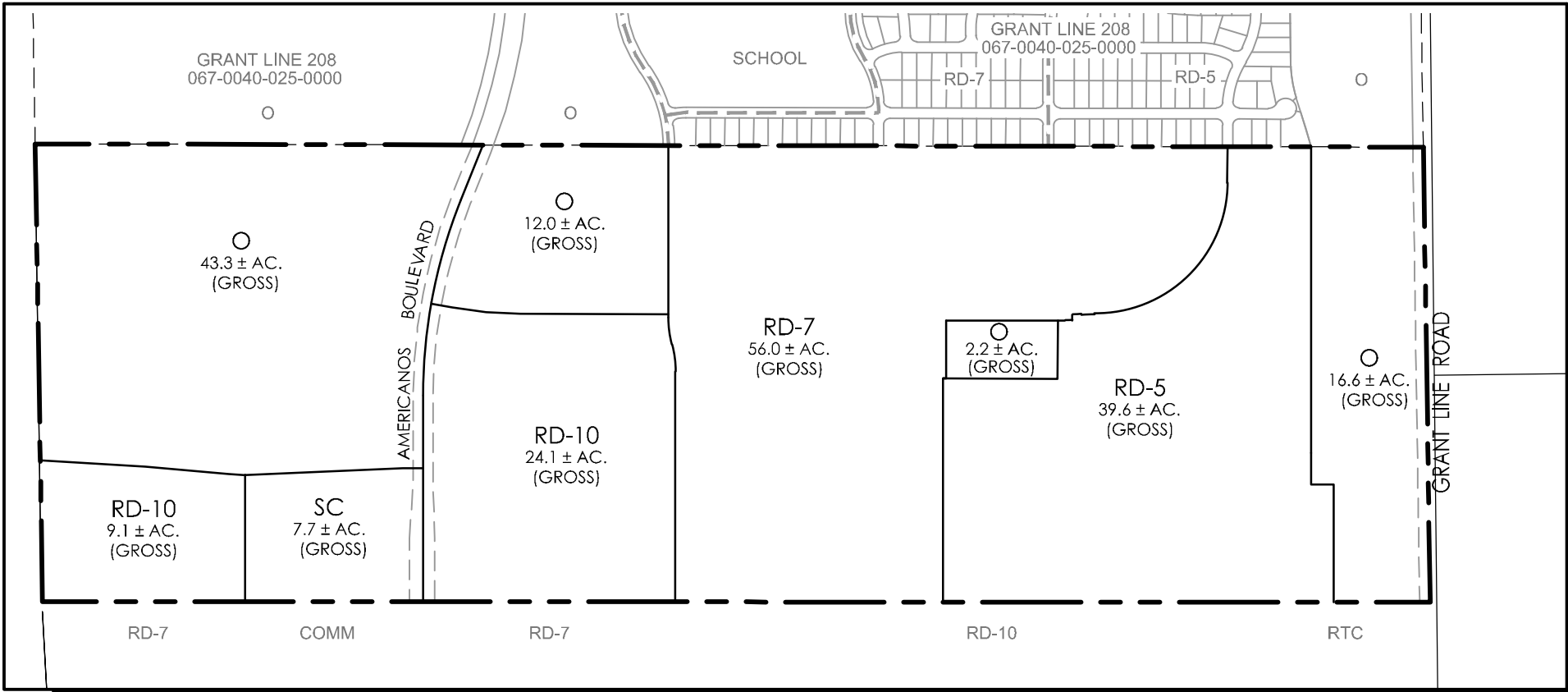
ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 19, 2014

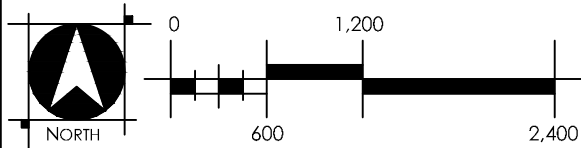


Existing Zoning Designations



Proposed Zoning Designations

SUMMARY TABLE				
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-5	SINGLE FAMILY RESIDENTIAL	38.3	39.6	1.3
RD-7	SINGLE FAMILY RESIDENTIAL	62.8	56.0	-6.8
RD-10	SINGLE FAMILY RESIDENTIAL	39.0	33.2	-5.8
SC	COMMERICAL/OFFICE	7.7	7.7	0.0
O	PARKS AND OPEN SPACE	62.8	74.1	11.3
TOTAL		210.6	210.6	0.0



OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO ARISTA DEL SOL
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND ARISTA DEL SOL, JCP, LLC**

This First Amendment to Development Agreement ("**Amendment**") is entered into this ____ day of _____, 2014, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **ARISTA DEL SOL JCP, LLC**, a California limited liability company ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "**Parties.**"

RECITALS

A. City and Arista Del Sol, LP, a California limited partnership, entered into that certain Development Agreement dated March 6, 2006 ("**Agreement**") recorded on May 5, 2006, in the Office of the Sacramento County Recorder in Book 20060505, Page 952, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1** and **Exhibit A-2** of the Agreement (the "**Property**").

B. The Property has changed ownership since the City and Arista Del Sol, LP, a California limited partnership, entered into the Development Agreement. Landowner currently owns the Property and has assumed all of the interests and obligations of Arista Del Sol, LP in the Agreement by entering into an Assignment and Assumption Agreement dated July 15, 2009. Landowner has provided the City with a title report indicating its ownership in fee of the Property.

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

D. This Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. 24-2014 on September 2, 2014. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

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

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referenced in the Recitals.

2. Restatement of Section 6 of the Recitals Concerning “Project Approvals.” Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

“6.1 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the **“Specific Plan”**);

6.2 The Mitigation Measures in both the Environmental Impact Report (“EIR”) certified by the County of Sacramento in July 2002 (State Clearinghouse No. 97022055), as revised by the City on November 7, 2011, the Mitigated Negative Declaration adopted on February 21, 2006, as further analyzed in the Addendum dated August 2014;

6.3 The Rezoning of the Property, approved by the City on February 21, 2006, by City Ordinance No. 08-2006 as further amended on September 2, 2014 by City Ordinance No. 24-2014;

6.4 The Large Lot Tentative Subdivision Map approved on September 2, 2014 by City Resolution No. 110-2014 (attached hereto as **Exhibit 1**);

6.5 The Small Lot Tentative Subdivision Map approved on September 2, 2014 by City Resolution No. 110-2014 (attached hereto as **Exhibit 2**);

6.6 The Development Agreement adopted on March 6, 2006, by City Ordinance No. 07-2006 (the **“Adopting Ordinance”**) as amended on September 2, 2014 by City Ordinance No. 24-2014 adopting the First Amendment to the Development Agreement.”

3. Restatement of Section 5.2 concerning the “Term.” City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“5.2 Term. Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to October 15, 2029, which date is a period of fifteen (15) years from the date that City Ordinance No. 24-2014 approving this First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

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

“6.4.1 New Park Development Obligation.”

(i) Dedication of Park Land.

Landowner's obligation to dedicate land to the Cordova Recreation and Park District (the “**Park District**”) pursuant to California Government Code Section 66477 (the “**Quimby Act**”) shall be satisfied by Landowner's dedication of Lot 8 to the Park District and payment of in lieu fees for the 0.44 acres shortfall as shown on the Large Lot Tentative Map, attached hereto as **Exhibit 1**. **Exhibit 1** replaces **Exhibit E** of the Development Agreement.

(ii) Dedication of Neighborhood Greens Park Land.

Landowner's obligation to dedicate park land to the City for neighborhood green opens space shall be satisfied by the Landowner's dedication of Lot 9 to the Park District, as shown on the Large Lot Tentative Map, attached hereto as **Exhibit 1**.

(iii) Park Land Improvement.

A “Park Development Agreement” is being negotiated between the Landowner and the Park District detailing Landowner's obligations regarding the design, construction, installation and timing of park improvements. Landowner shall enter into the Park Development Agreement prior to the recordation of any final subdivision map.

In addition to the general authority under Section 12 of the First Amendment, the City has the specific authority to withhold building permits if Landowner is not in compliance with its requirements under the First Amendment or the Park Development Agreement.

(iv) Timing of Park Land Improvements.

Landowner shall commence construction of the improvements to the neighborhood green park, shown as Lot 9 in **Exhibit 1** of the First Amendment, prior to the issuance of the 247th residential building permit for the Project by the City (prior to the issuance of that permit, the City will have issued 33% of the total 740 residential building permits for the Project). Landowner shall complete and make all the improvements to the neighborhood green park open and fully operational within one (1) year from the issuance of the 247th residential building permit for the Project by the City. The City, at its discretion, may allow additional time for minor punch list work to be completed. Pursuant to the terms of the Park Development Agreement to be negotiated between Landowner and the Park District, Landowner shall enter into an agreement to reimburse the Park District cost for oversight of the design and construction of the turnkey neighborhood green park.

The neighborhood green park, shown as Lot 9 in **Exhibit 1**, will be designed and constructed to a maximum budget of Eight Hundred Twenty Four Thousand Three Hundred and Sixty Dollars (\$824,360) (“**Maximum Budget**”), which shall include administration and management costs and all other applicable cost reimbursed to the City and the Park District, as well as onsite utility costs and

related connection fees. The design and construction will be adjusted as required to provide a complete project for the Maximum Budget unless otherwise approved by the City and the Park District prior to commitment of funds in excess of the Maximum Budget.

(v) Park Development Impact Fee and In Lieu Fee.

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 park improvements (the “**Park Development Impact Fee**”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be Eight Thousand, Nine Hundred Twenty Seven Dollars (\$8,927) for each single-family residential parcel or residential parcel equivalent. Of the Eight Thousand Nine Hundred Twenty Seven Dollars (\$8,927) Park Development Impact Fee, Eight Thousand Seven Hundred Eighty-Four Dollars (\$8,784) is for parks and One Hundred Forty-Three Dollars (\$143) is for a community gathering place – plaza and administration.

The Park Development Impact Fee 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.

The Park Development Impact Fee does not currently include the cost of park street frontage improvements at parks. However, if at any point prior to construction of park street frontage improvements, the Park Development Impact Fee is amended to include the cost of such improvements, to the extent Landowner constructs any park street frontage improvements, Landowner shall be entitled to credits against the payment of the Park Development Impact Fee described in this Section 6.4.1. To the extent Landowner cannot utilize such credits Landowner shall be entitled to receive reimbursements for its construction of such park street frontage improvements. Additionally, if and when the City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, 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/ Area-Wide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this First Amendment.

City further agrees and acknowledges that the park land dedication and neighborhood green being provided at the Project pursuant to this First Amendment will satisfy Quimby Act park land and community open space dedication requirements, except for a 0.44 acre shortage of park land for which an in lieu fee payment shall be made pursuant to the terms of the Park Development Agreement subject to final verification of the actual acreage of such shortfall.”

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

“6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate the park site shown on **Exhibit 1** to the Park District prior to the recordation of any final subdivision map. Park sites will be accepted by the District for maintenance pursuant to the terms of the Park Development Agreement. Landowner shall irrevocably offer to dedicate the neighborhood green site shown on **Exhibit 1** to the Park District prior to the recordation of any final subdivision map.

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

“6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that development of the Property shall be subject to the park renovation fee (the “Park Renovation Fee”). Landowner agrees that it shall pay City the total sum of One Thousand Twenty Dollars and Thirty-Three Cents (\$1,020.33) for each residential parcel shown on the small lot final maps for the Property. 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 City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit G to the Amended Development Agreement. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act. Landowner agrees that it shall not claim credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted 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. **Restatement of Section 6.4.4 Concerning the “Police Tax.”** City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

“6.4.4 Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 30-2006 pertaining to Police Tax Zone 27. Within 180 days following the date of the City Council’s approval of this First Amendment, the Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (Police Services), and cover Landowner’s fair share costs of the CFD annexation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty-Eight Cents (\$470.28) annually per residential unit or residential unit equivalent. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel and there will be no undeveloped land tax imposed by the CFD. The new CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the United States Department of Labor Consumer Price Index (“CPI”) for all Urban Consumers for the San Francisco-Oakland-San Jose Area. The CPI shall be used as determined by the United States Department of Labor Bureau of Labor Statistics from April to April as set forth in the Rate and Method of Apportionment for the CFD. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the CPI is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the CFD in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. The CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within 60 days of the annexation of the Project into Police Services CFD, the City Council will rescind City Ordinance No. 30-2006 pertaining to Police Tax Zone 27. The Landowner acknowledges that no final small lot subdivision maps shall be approved by the City prior to the annexation of the Project into the Police Services CFD.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under this Agreement the difference between the amount of the Police Special Tax before the Landowner’s vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.”

8. **Restatement of Section 6.4.5 Concerning the “Road Maintenance Conditions.”** City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

“6.4.5 Streets, Street Lighting and Landscaping Maintenance.” Landowner and City agree that the Landowner shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City’s Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project’s public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Landowner.”

9. Addition of New Section 6.4.6 “Stormwater Utility Fee.” City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:

“6.4.6 Stormwater Utility Fee.” Landowner and City agree that the Landowner shall participate in or provide a funding mechanism for maintenance services for the Project’s stormwater drainage and flood protection system. This may be accomplished through annexation to the City’s Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Landowner.”

10. Addition of New Section 6.4.7 “Phasing Plan.” City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:

“6.4.7 Phasing Plan.” Prior to approval of any final map, Developer shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks and other utilities, and the large lot phasing plan will be based on the City’s Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services, to the satisfaction of the City’s Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any small lot final map for an individual phase, the Landowners shall prepare and submit to City a “small lot phasing plan” that addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City’s Public Works Department. The small lot phasing plan will also be defined by the City’s Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes,

associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of the City's Public Works Department.

Developer shall have no further responsibility for improvements after meeting the improvement requirements of the applicable phase (or sub-phase). The Phasing Plan may be amended from time-to-time upon approval by the Public Works Director."

11. Addition of Section 6.4.8 "New Supplemental Traffic Impact Fee." City and Landowner agree to add a new Section 6.4.8 to the Agreement as follows:

"6.4.8 New Supplemental Traffic Impact Fee. City and Landowner agree the Landowner shall pay a new supplemental traffic impact development fee to the City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the **"Supplemental Traffic Impact Fee"**). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final small lot subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements. The term "offsite roadway improvements" as used in the preceding sentence shall include Grant Line Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. Landowner shall be entitled to fee credits against and/or reimbursements from this Supplemental Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Fee. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

12. Addition of New Section 6.4.9 "Formation of Open Space Maintenance District." City and Landowner agree to add a new Section 6.4.9 of the Agreement as follows:

"6.4.9 Additional Mello-Roos Maintenance CFDs. At its sole discretion, the City shall consider for inclusion in a Mello-Roos Community Facilities District, or other financing mechanism, the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the 404 permit for the development of the Project."

13. Violation of CRPD Park Development Agreement. Landowner agrees that the City will be a third party beneficiary of the Park Development Agreement, but only if CRPD consents to such third party beneficiary status in the Park Development Agreement. Provided that the CRPD identifies the City as a third party beneficiary of the Park Development

Agreement, Landowner agrees that any violation of the Park Development Agreement may be enforced by the City as a violation of this First Amendment. If for any reason, the City is not identified as a third party beneficiary of the Park Development Agreement, Landowner agrees to amend the Project's Development Agreement to include terms detailing Landowner's obligations regarding the design, construction, installation and timing of park improvements.

14. Exhibits. **Exhibit B** "Arista Del Sol Large Lot Tentative Subdivision Map", **Exhibit C** "Arista Del Sol Small Lot Tentative Subdivision Map", **Exhibit D-1** "Land Use Map for the Property", **Exhibit D-2** "Land Use Summary", and **Exhibit E** "Diagram of Park Land Dedication" are all replaced with **Exhibit 1** "Large Lot Tentative Subdivision Map" and **Exhibit 2** "Small Lot Tentative Subdivision Map". **Exhibits 1 and 2** to this First Amendment include all the categories of information previously provided in the five replaced exhibits in the Agreement.

15. Form of Agreement. The last sentence of Section 29 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the Parties is hereby deleted.

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

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

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

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

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 24-2014, adopted by the Council of the City on 2nd day of September 2014, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

"LANDOWNER"

ARISTA DEL SOL, JCP, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

EXHIBIT “1”

Large Lot Tentative Map and Land Use Summary

PROJECT NOTES

OWNER/APPLICANT
ARISTA DEL SOL, LLC
c/o PAPPAS INVESTMENTS
2020 LST, 5TH FLOOR
SACRAMENTO, CA 95816
CONTACT: THAD JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS INC.
3301 "C" STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN MITTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
067-0040-013

AREA
210.62 ACRES

EXISTING/PROPOSED GENERAL PLAN
LDR, MDR, PARKS & OPEN SPACE, NATURAL RESOURCES

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O

NUMBER OF LARGE LOTS
14 LARGE LOTS

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

- NOTE:**
- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66450, 1 OF THE SUBDIVISION MAP ACT.
 - 2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
 - 3) A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY OR AS SHOWN ABOVE EXCEPT AS APPROVED BY THE CITY ENGINEER.
 - 4) VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
 - 5) AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003.
 - 6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS

LAND USE SUMMARY

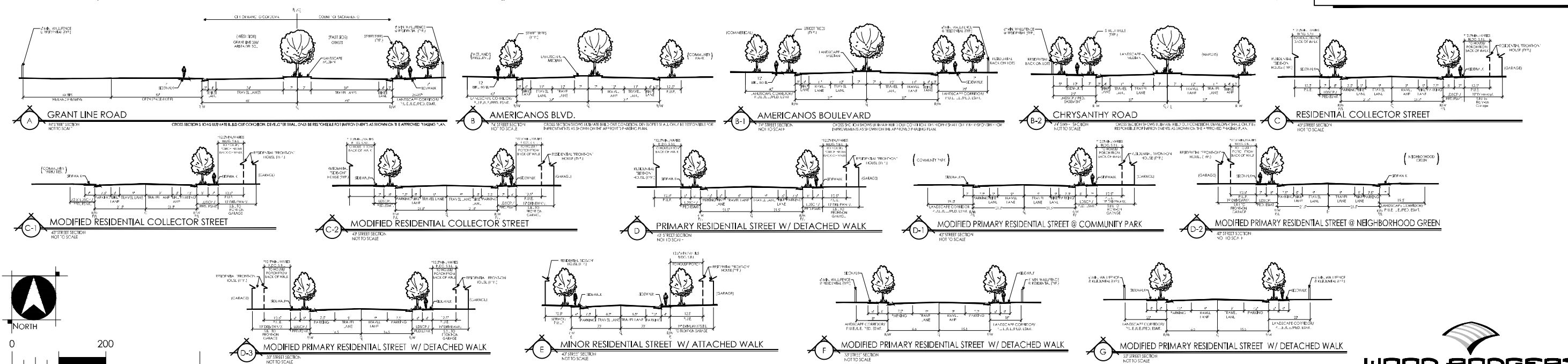
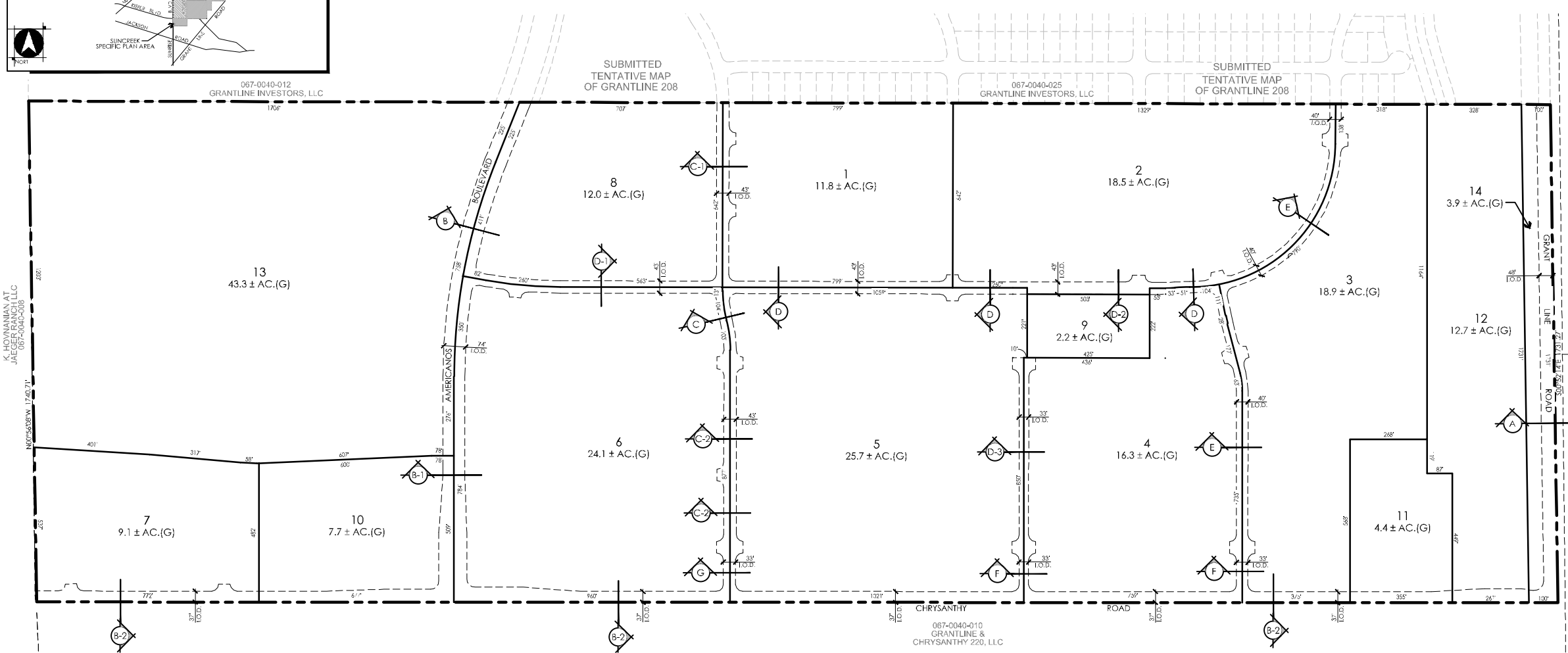
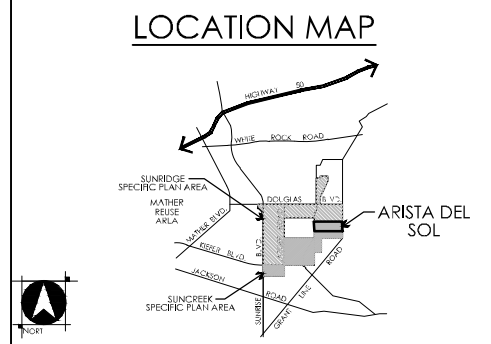
LOT NO.	ZONING DESIGNATION	LAND USE	GROSS ACRES±
1	RD-7	SINGLE FAMILY	11.8
2	RD-7	SINGLE FAMILY	18.5
3	RD-5	SINGLE FAMILY	16.9
4	RD-5	SINGLE FAMILY	14.3
5	RD-7	SINGLE FAMILY	25.7
6	RD-10	SINGLE FAMILY	24.1
7	RD-10	SINGLE FAMILY	9.1
8	O	COMMUNITY PARK	12.0
9	O	NEIGHBORHOOD GREEN	2.2
10	SC	COMMERCIAL OFFICE	7.7
11	RD-5	DETENTION BASIN	4.4
12	O	WETLAND PRESERVE	12.7
13	O	WETLAND PRESERVE	43.3
14	O	WETLAND PRESERVE	3.9
TOTAL			210.6

LARGE LOT TENTATIVE SUBDIVISION MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 19, 2014



AGENDA ITEM 10.1

EXHIBIT “2”

Small Lot Tentative Map and Land Use Summary

TENTATIVE SUBDIVISION MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA
JUNE 19, 2014

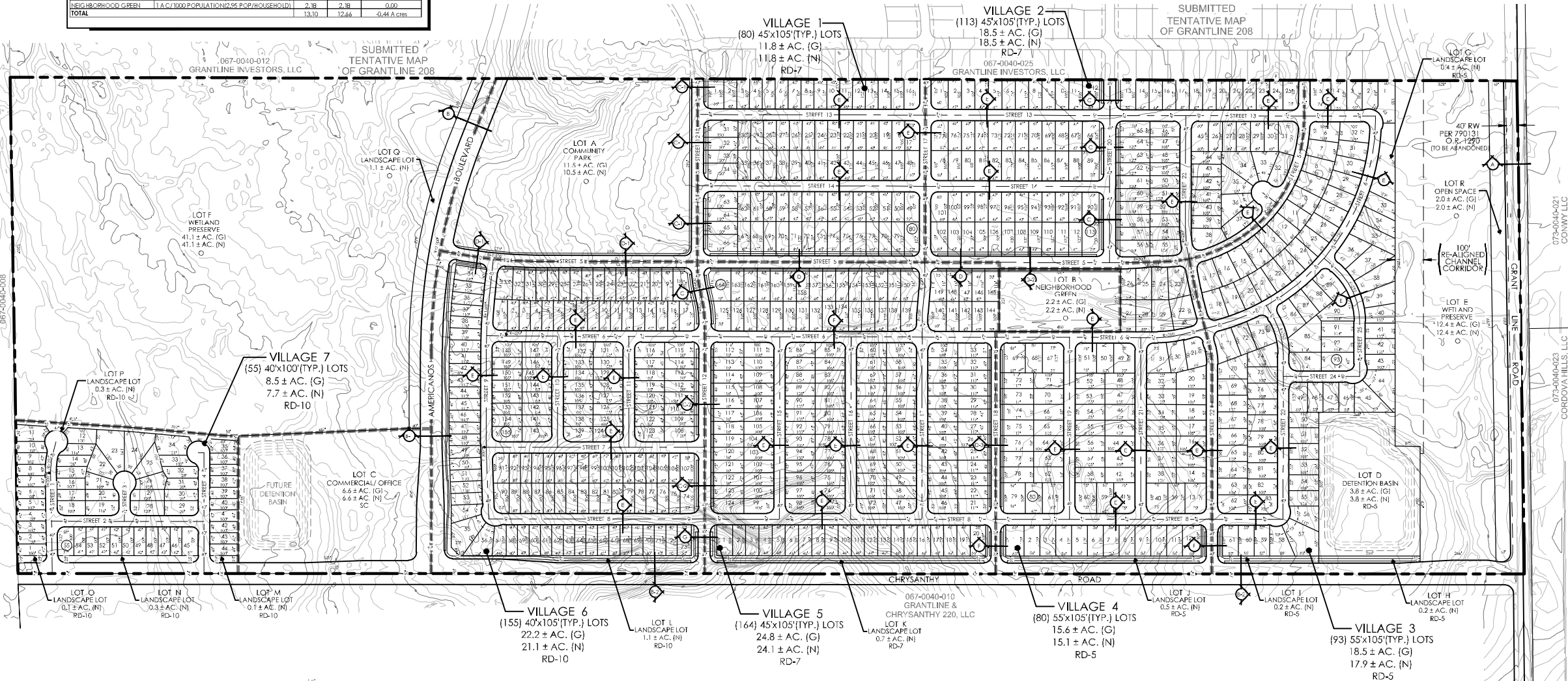
PARK DEDICATION TABLE

PARK SUMMARY TABLE	DEDICATION REQUIREMENT	ACRES REQUIRED	ACRES PROVIDED	IN LIEU PARK DED. ACREAGE
740 DWELLING UNITS				
COMMUNITY PARK	5 A.C./1000 POPULATION (25% POP/HOUSEHOLD)	10.92	10.48	-0.44
NEIGHBORHOOD GREEN	1 A.C./1000 POPULATION (25% POP/HOUSEHOLD)	2.16	2.16	0.00
TOTAL		13.08	12.64	-0.44 A.C.

BUILDING SETBACKS AND P.U.E. NOTES

STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM	STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM	STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM
RESIDENTIAL COLLECTOR STREET (SECTION C)				PRIMARY (STANDARD) RESIDENTIAL STREET (SECTION D)				MINOR RESIDENTIAL STREET (SECTION E)			
15'		LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	15' SOUTH/15' NORTH		LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	55' X 105' (TYP.) LOTS	19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	R/W AT B.O.W.
19'		DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	19'		DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	45' X 105' (TYP.) LOTS		PUBLIC UTILITY EASEMENT	R/W AT B.O.W.
12.5'		PUBLIC UTILITY EASEMENT	B.O.W.	12.5'		PUBLIC UTILITY EASEMENT	B.O.W.	40' X 105' (TYP.) LOTS	12.5'	FRONT PORCH/LIVING AREA SETBACK	R/W AT B.O.W.
12.5'		FRONT PORCH/LIVING AREA SETBACK	B.O.W.	12.5'		FRONT PORCH/LIVING AREA SETBACK	B.O.W.	40' X 100' (TYP.) LOTS	12.5'	STREET SIDEYARD SETBACK	R/W AT B.O.W.
12.5'		STREET SIDEYARD SETBACK	B.O.W.	12.5'		INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL				
4/5		INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	4/5							

KEY
R/W - RIGHT OF WAY
B.O.C. - BACK OF CURB
B.O.W. - BACK OF WALK
PL - PROPERTY LINE
P.U.E. - PUBLIC UTILITY EASEMENT



PROJECT NOTES

OWNER/APPLICANT
ARISTA DEL SOL JCP, LLC
C/O PAPPAS INVESTMENTS
2020 L ST., 5TH FLOOR
SACRAMENTO, CA 95816
CONTACT: THAD JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS INC.
3301 C STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
067-0040-012

AREA
210.45 ACRES

EXISTING/PROPOSED GENERAL PLAN
LDR, COMM/Office

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O, SC

NUMBER OF LOTS/LARGE LOTS
740 SINGLE FAMILY LOTS
1 COMMERCIAL/OFFICE LOT
1 COMMUNITY PARK LOT
1 NEIGHBORHOOD GREEN LOT
2 WETLAND PRESERVE LOTS
1 DETENTION BASIN LOT
11 LANDSCAPE LOTS
1 OPEN SPACE LOT

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

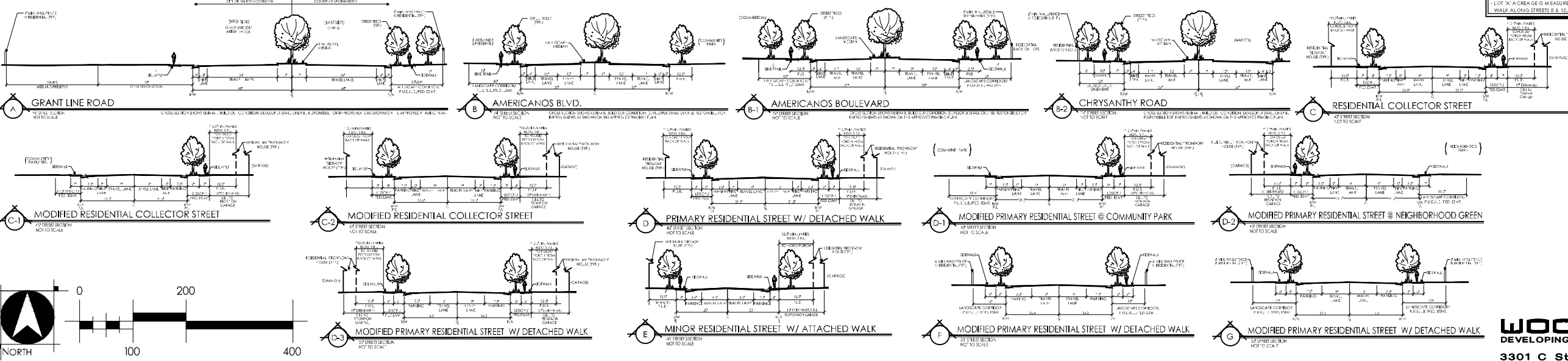
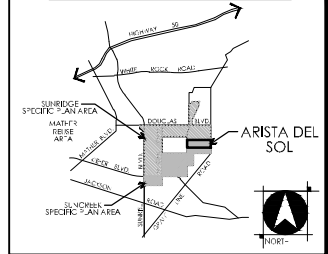
NOTE:
1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66453.1 OF THE SUBDIVISION MAP ACT.
2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3) A 12.5' FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY ON ALL LOTS EXCEPT 45' X 105' LOTS WHERE 10' PUE IS SHOWN; (SEE TABLE ABOVE) AS APPROVED BY CITY ENGINEER.
4) VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5) AERIAL TOPOGRAPHY BY OTHERS
6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.

LAND USE SUMMARY

VILLAGE LOT #	LAND USE	GROSS ACRES	NET ACRES	DWELLING UNITS	TONING DESIGNATION
1	SF RESIDENTIAL (45'X105' TYP.)	11.8	11.8	80	RD-7
2	SF RESIDENTIAL (45'X105' TYP.)	18.5	18.5	113	RD-7
3	SF RESIDENTIAL (55'X105' TYP.)	18.5	17.9	90	RD-5
4	SF RESIDENTIAL (55'X105' TYP.)	15.6	15.1	80	RD-5
5	SF RESIDENTIAL (45'X105' TYP.)	24.8	24.1	144	RD-7
6	SF RESIDENTIAL (40'X105' TYP.)	22.2	21.1	135	RD-10
7	SF RESIDENTIAL (40'X105' TYP.)	8.5	7.7	55	RD-10
SUBTOTAL		119.9	116.2	740	
A	COMMUNITY PARK	11.5	10.5	0	O
B	NEIGHBORHOOD GREEN	2.2	2.2	0	O
C	COMMERCIAL/OFFICE	6.6	6.6	0	SC
D	DETENTION BASIN	3.8	3.8	0	RD-5
E	WETLAND PRESERVE	12.4	12.4	0	RD-5
F	WETLAND PRESERVE	41.1	41.1	0	O
G	LANDSCAPE LOT	-	0.4	0	RD-5
H	LANDSCAPE LOT	0.2	0.2	0	RD-5
I	LANDSCAPE LOT	-	0.2	0	RD-5
J	LANDSCAPE LOT	-	0.5	0	RD-5
K	LANDSCAPE LOT	-	0.7	0	RD-7
L	LANDSCAPE LOT	-	1.1	0	RD-10
M	LANDSCAPE LOT	-	0.1	0	RD-10
N	LANDSCAPE LOT	-	0.3	0	RD-10
O	LANDSCAPE LOT	-	0.1	0	RD-10
P	LANDSCAPE LOT	-	0.3	0	RD-10
Q	LANDSCAPE LOT	1.1	1.1	0	O
R	OPEN SPACE	2.0	2.0	0	O
S	RIGHT-OF-WAY	9.8	10.8	0	-
SUBTOTAL		90.7	94.4	0	
TOTAL		210.6	210.6	740	

- GROSS ACREAGE EXCLUDES AMERICANOS BLVD., GRANT LINE ROAD AND CHRYSANTHY ROAD
- NET ACREAGE EXCLUDES LANDSCAPE CORRIDORS, AMERICANOS BLVD., GRANT LINE ROAD AND CHRYSANTHY ROAD
- LOT "N" ACREAGE IS AS MEASURED FROM BACK OF CURB ALONG AMERICANOS BOULEVARD AND FROM BACK OF WALK ALONG STREETS 5 & 12.

LOCATION MAP



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

AGENDA ITEM 10.1

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. 110-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A LARGE LOT TENTATIVE SUBDIVISIONS MAP AND A SMALL LOT
TENTATIVE SUBDIVISION MAP FOR ARISTA DEL SOL - PROJECT NO. DD8436**

WHEREAS, the Arista Del Sol Project is part of the Sunrise Douglas Community Plan ("SDCP") and Sunridge Specific Plan ("SRSP") approved by the County of Sacramento ("County") in July 2002. The County certified an environmental impact report ("EIR") for the SDCP and SRSP in July 2002 (State Clearinghouse Number 97022055) ("SDCP/SRSP EIR") prepared in accordance with the California Environmental Quality Act ("CEQA"). On November 7, 2011, the City certified a Court-Ordered Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055); and

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

WHEREAS, on April 19, 2006, the City Council approved an Addendum pursuant to CEQA ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR ("MMRP") relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). Mitigation Measure 37a is part of the Transportation Improvements Thresholds ("Mitigation Measure 37a"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006 and City Council Resolution No. 103-2013. Those Transportation Improvement Thresholds remain applicable to the Arista Del Sol Project; and

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

WHEREAS, the City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project; and

WHEREAS, in October 2013, Arista del Sol JCP, LLP (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Rezone, Development Agreement Amendment, Large Lot Tentative Subdivision Map, and a Small Lot Tentative Subdivision Map for the existing Arista Del Sol project (collectively, "Project"); and

ATTACHMENT 2

WHEREAS, the City Council is the appropriate authority to hear and take action on this Project; and

WHEREAS, the 740 residential lots authorized under the Project Tentative Subdivision Map would result in about 8,217 entitled residential lots in the SRSP area. Since this number of lots would exceed the 6,500 lot threshold in Mitigation Measure 37a, the City contracted with DKS Associates to perform a traffic analysis to determine if the approval of the lots under the Project maps would result in unacceptable traffic conditions. Mitigation Measure 37a allows the City Council to approve the development of units in excess of 6,500 if no unacceptable traffic conditions would result. The results of the DKS traffic analysis are set forth in the Technical Memorandum on the Traffic Analysis for East Douglas Development Projects by DKS Associates dated July 30, 2014 ("DKS Memo"); and

WHEREAS, the DKS Memo identifies the traffic improvements needed to address the impacts of full build-out of the Sunridge Specific Plan, including Arista Del Sol, which would equal about 8,217 units. The DKS Memo identifies 4 improvements needed to be constructed so that full buildout would not result in unacceptable traffic conditions without the completion of the construction of all of the improvements listed in Mitigation Measure 37a prior to the traffic generated by the development of the lots; and

WHEREAS, the Project developer has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the four traffic improvements identified in the DKS Memo ((1) Grant Line Road and Douglas Road intersection; (2) Sunrise Boulevard and Douglas Road intersection; (3) Sunrise Boulevard segment from Kiefer Boulevard to Jackson Road); and (4) Douglas Road segment from Rancho Cordova Parkway to Americanos Boulevard, as well as the traffic improvements identified in Mitigation Measure 37a; and

WHEREAS, the City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2014 Addendum"). The analysis in the 2014 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA; and

WHEREAS, the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map have been reviewed by all interested parties and been conditioned to ensure compliance with all applicable standards; and

WHEREAS, the City Council considered the requests at a duly noticed public hearing on September 2, 2014 and received a staff report and public testimony at the public hearing; and

WHEREAS, the City Council considered the 2014 Addendum and the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR prior to approving the Project.

ATTACHMENT 2**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:****1. California Environmental Quality Act (CEQA)**

Finding: None of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND, 2006 Addendum and General Plan EIR and no further environmental review is required under CEQA.

Evidence: These findings constitute a summary of the information contained in the entire record relating to the Project. The detailed facts to support the findings are set forth in the 2014 Addendum, including the DKS Memo, and elsewhere in the record. Other facts and information in the record that support each finding that are not included below are incorporated herein by reference.

- A. The Project involves modifications to the Existing Project analyzed in the SDCP/SRSP EIR, Sunridge East MND, 2006 Addendum and General Plan EIR, which are collectively referred to herein as "Approved CEQA Documents". Pursuant to CEQA, the City analyzed whether the changes to the Existing Project or other circumstances met the CEQA requirements for preparing supplemental environmental review (Public Resources Code Section 21165 or CEQA Guidelines Sections 15162 or 15163).
- B. The modifications to the Existing Project include rezone of 12 acres of residential land to open space for long term wetland preservation, reduction in overall residential units from 905 to 740, and reduction of overall parks and open space obligations consistent with the City's current standards. These proposed modifications to the Existing Project are collectively referred to herein as "Project Modifications".
- C. These Project Modifications do not trigger any of the standards for the preparation of supplemental environmental review under Public Resources Code Section 21165 or CEQA Guidelines Sections 15162 or 15163.
- D. The Project Modifications do not constitute substantial changes to the Existing Project that will require major revisions to the approved CEQA documents due to new significant environmental effects or a substantial increase in severity of previously identified significant effects. The Project Modifications do not constitute substantial changes to the Existing Project. The Project Modifications will reduce the overall number of units and park acres developed within the Arista del Sol project site while increasing the number of acres dedicated to wetland preservation.
- E. The Project Modifications will not result in new or substantially more severe significant impacts that were not identified in the Approved CEQA Documents. As set forth in the 2014 Addendum, the Project Modifications would have similar or lesser impacts than those identified in the Approved CEQA Documents. This is primarily due to the fact that the Project will result in overall reduction in traffic generation due to the decreased units and will add acres for wetland preservation that were not identified in the original project.

ATTACHMENT 2

- F. The City is not aware of any new information of substantial importance or substantial changes in circumstances that would result in new or substantially more severe impacts or meet any other standards in Sections 21165 or CEQA Guidelines Sections 15162 or 15163. The impacts of development of urban uses within the City limits and Planning Area were analyzed in the General Plan EIR. There have been no major amendments to the City General Plan that significantly change projected development in the City under the City's 2006 General Plan which included the SRSP and the Existing Project. Furthermore, due to the recession, development is proceeding slower than was projected under the Approved CEQA Documents.

Finding: An exception from the requirements of Mitigation Measure 37a is approved for the Project as authorized under the MMRP.

Evidence: Mitigation Measure 37a allows the City to approve lots for residential units in the SRSP area in excess of 6,500 without the completion of construction of all of the improvements listed in the Mitigation Measure prior to the traffic generated by the development of the lots, if a traffic analysis showed that the traffic generated would not result in unacceptable conditions.

Based on the evidence in the DKS Memo and elsewhere in the record, the traffic generated by the buildout of lots in the SRSP area (approximately 8,217 lots, including the Arista Del Sol development) would not result in unacceptable traffic conditions without the completion of construction of all of the improvements listed in the Mitigation Measure prior to the traffic generated by the development of the lots if four identified traffic improvements are constructed. The Project developer has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the four traffic improvements identified in the DKS Memo ((1) Grant Line Road and Douglas Road intersection; (2) Sunrise Boulevard and Douglas Road intersection; (3) Sunrise Boulevard segment from Kiefer Boulevard to Jackson Road); and (4) Douglas Road segment from Rancho Cordova Parkway to Americanos Boulevard as well as the traffic improvements identified in Mitigation Measure 37a.

2. The Large Lot and Small Lot Tentative Subdivision Maps (**Exhibits 2A and 2B respectively**) will modify the original plan adopted in 2006, wherein the new plan includes 740 single family dwelling lots, a reduction of 169 lots less than the original approval of 909, subject to the Conditions of Approval (**Exhibit 2C**) for the Arista del Sol Project.

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if it makes any of the following findings:

1. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
3. That the site is not physically suitable for the type of development.
4. That the site is not physically suitable for the proposed density of development.

ATTACHMENT 2

5. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #1 through #6 do not apply to the proposed Tentative Subdivision Map, for the following reasons:

1. The proposed Map is consistent with the density limits as specified in the vested Land Use Policy Plan of the General Plan. The new plan is less impacting than the original Land Plan, due to the reduction of 169 lots for a new total of 740 lots.
2. The proposed Project is providing its park and open space obligations through dedication of 10.48 acres for parks and 2.18 acres of City open space lands, with public greenways linking the parks. Payment of in lieu fees for a shortage of 0.44 acres for the current park obligation will be made prior to Final Map.
3. The design or improvements of the proposed subdivision is consistent with the goals of the Rancho Cordova General Plan. The Project is consistent with the adopted design guidelines for subdivision design that promotes internal pedestrian connectivity using greenways and trails, and providing a street system that interconnects with the other projects in the area.
4. The site is physically suitable for the proposed development. The Applicant is proposing to reduce the original project lots from 909 to 740. The Project can be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.
5. The site is physically suitable for the proposed density of development. The Arista del Sol project, as amended, would still provide suitable area for future housing products that was originally conceived in the planning area. A reduction of approximately 20% of the original project is being changed by this action.
6. The design of the subdivision and improvements are not likely to cause substantial environmental damage, injure fish and wildlife or cause serious health problems. The Addendum analyzed the impacts of the Project. Mitigation Measures are imposed on the Project under the MMRP and the Project is subject to the policies in the City General Plan to reduce and mitigate environmental impacts. Based on the foregoing, the subdivision and improvements are not likely to cause substantial environmental damage, injure fish and wildlife or cause serious health problems.
7. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

ATTACHMENT 2

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Rancho Cordova hereby:

Approves the Large Lot Tentative Subdivision Map and Small Lot Tentative Subdivision Map set forth in **Exhibits 2A and 2B** attached hereto, with Conditions of Approval as set forth in **Exhibit 2C**, and Phasing Plan as set forth in **Exhibit 2D**, attached hereto, for the Arista Del Sol Project.

EFFECTIVE DATE: This Resolution shall take effect upon the effective date of Ordinance No. 24-2014 rezoning a portion of the new Arista Del Sol Project and amending the original Development Agreement for the Arista Del Sol Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this ____ day of _____, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

PROJECT NOTES

OWNER/APPLICANT
ARISTA DEL SOL, LLC
c/o PAPPAS INVESTMENTS
2020 LST, 5TH FLOOR
SACRAMENTO, CA 95816
CONTACT: THAD JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS INC.
3301 "C" STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN MITTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
067-0040-013

AREA
210.62 ACRES

EXISTING/PROPOSED GENERAL PLAN
LDR, MDR, PARKS & OPEN SPACE, NATURAL RESOURCES

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O

NUMBER OF LARGE LOTS
14 LARGE LOTS

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

- NOTE:**
- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66450, 1 OF THE SUBDIVISION MAP ACT.
 - 2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
 - 3) A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY OR AS SHOWN ABOVE EXCEPT AS APPROVED BY THE CITY ENGINEER.
 - 4) VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
 - 5) AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN IN DECEMBER 2003.
 - 6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS

LAND USE SUMMARY

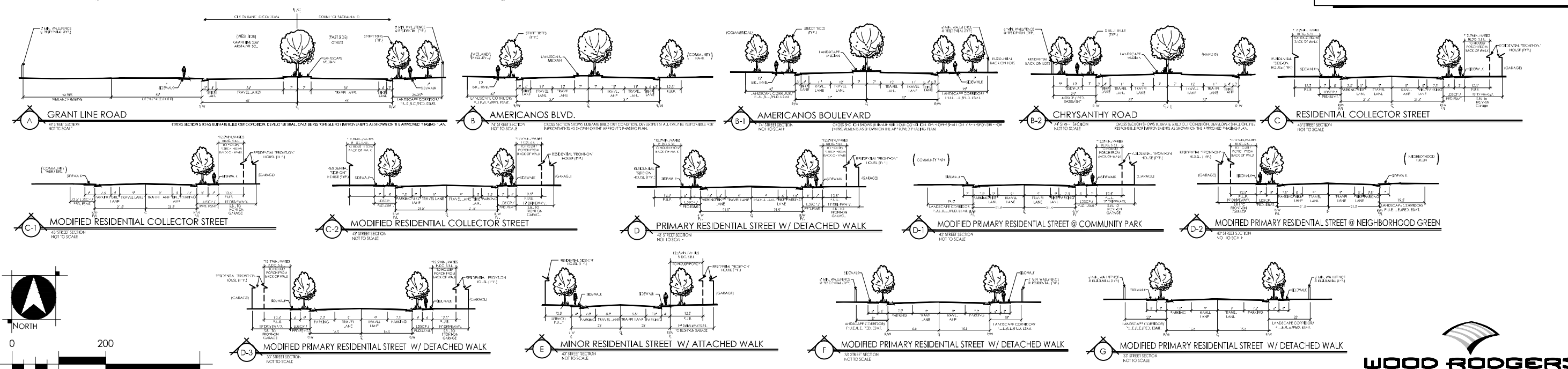
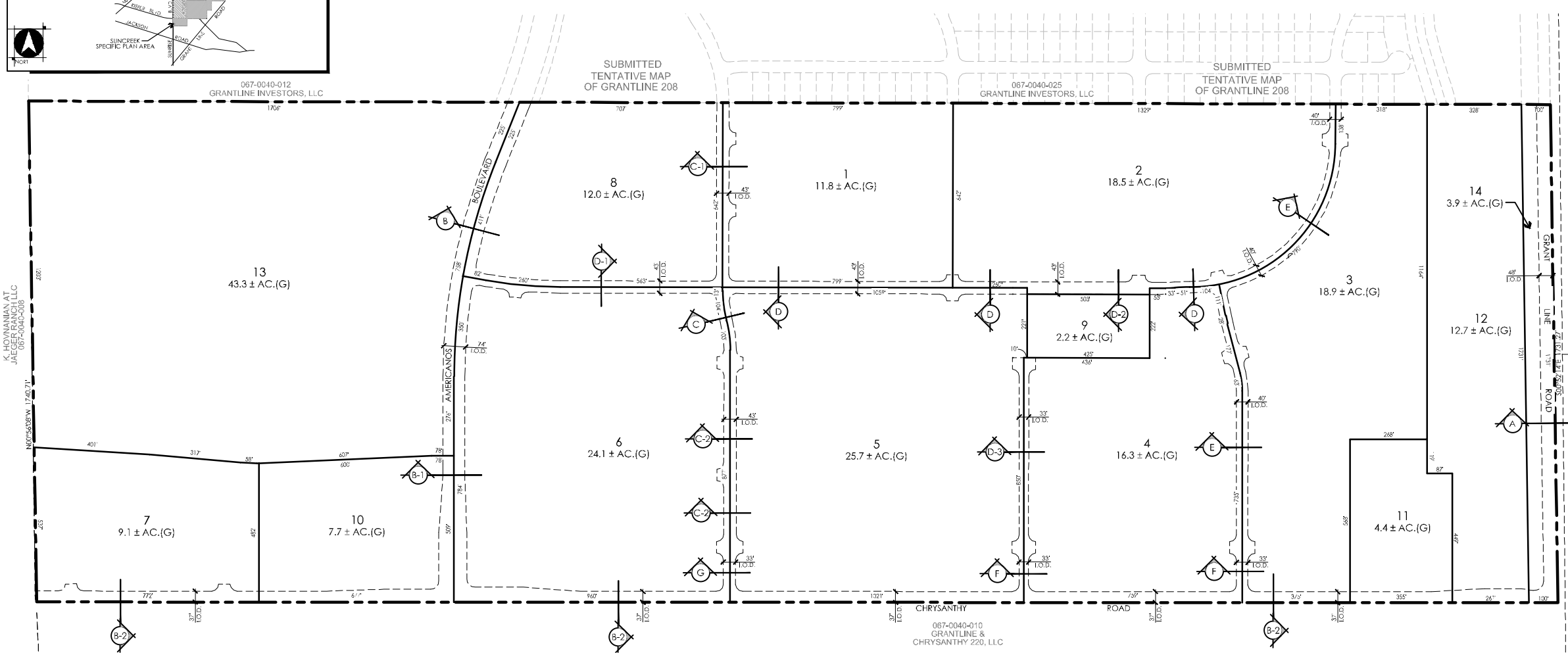
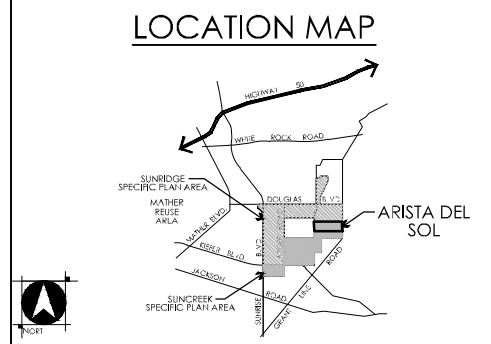
LOT NO.	ZONING DESIGNATION	LAND USE	GROSS ACRES±
1	RD-7	SINGLE FAMILY	11.8
2	RD-7	SINGLE FAMILY	18.5
3	RD-5	SINGLE FAMILY	16.9
4	RD-5	SINGLE FAMILY	14.3
5	RD-7	SINGLE FAMILY	25.7
6	RD-10	SINGLE FAMILY	24.1
7	RD-10	SINGLE FAMILY	9.1
8	O	COMMUNITY PARK	12.0
9	O	NEIGHBORHOOD GREEN	2.2
10	SC	COMMERCIAL OFFICE	7.7
11	RD-5	DETENTION BASIN	4.4
12	O	WETLAND PRESERVE	12.7
13	O	WETLAND PRESERVE	43.3
14	O	WETLAND PRESERVE	3.9
TOTAL			210.6

LARGE LOT TENTATIVE SUBDIVISION MAP

ARISTA DEL SOL

CITY OF RANCHO CORDOVA, CALIFORNIA

JUNE 19, 2014



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

TENTATIVE SUBDIVISION MAP
ARISTA DEL SOL
CITY OF RANCHO CORDOVA, CALIFORNIA
JUNE 19, 2014

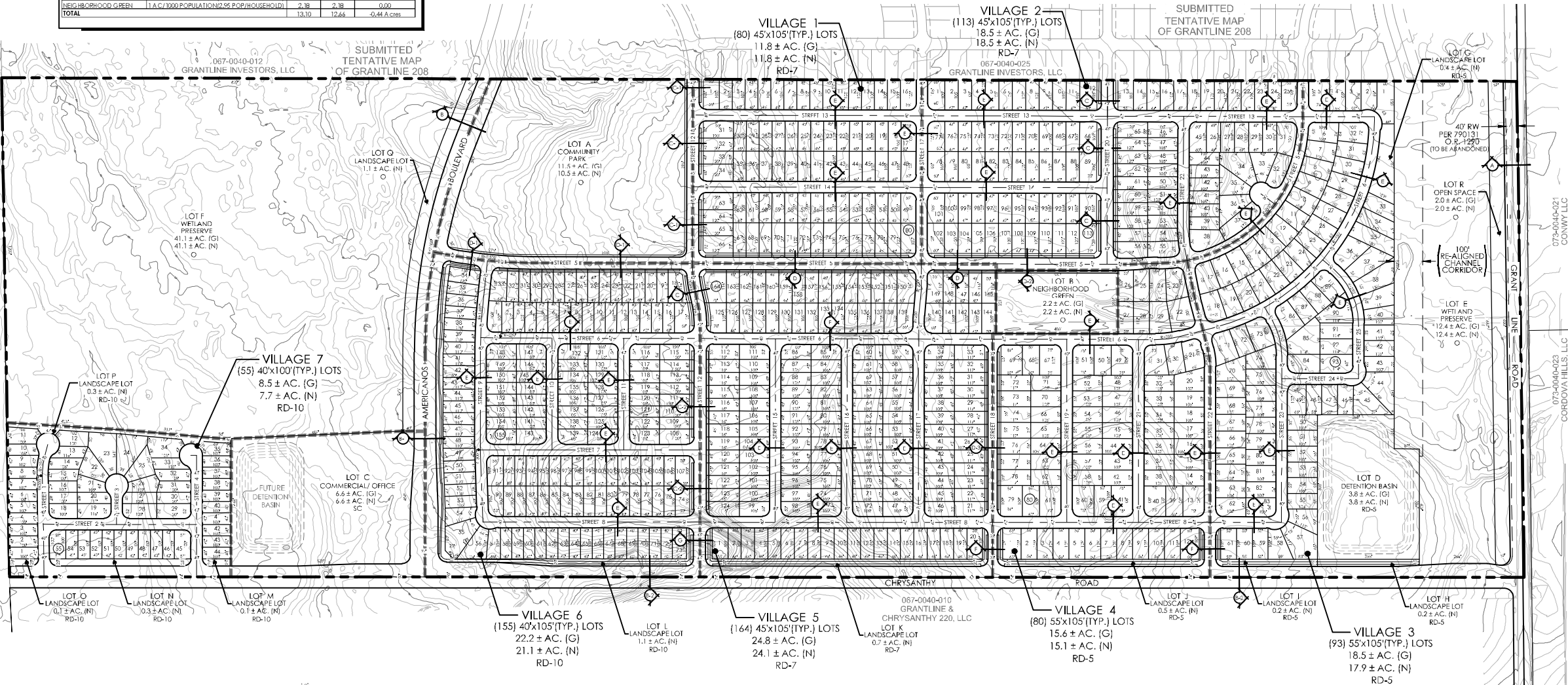
PARK DEDICATION TABLE

PARK SUMMARY TABLE	DEDICATION REQUIREMENT	ACRES REQUIRED	ACRES PROVIDED	IN LIEU PARK DED. ACREAGE
740 DWELLING UNITS				
COMMUNITY PARK	5 A.C./1000 POPULATION (2.5% POP/HOUSEHOLD)	10.92	10.48	-0.44
NEIGHBORHOOD GREEN	1 A.C./1000 POPULATION (2.5% POP/HOUSEHOLD)	2.16	2.16	0.00
TOTAL		13.08	12.64	-0.44 A.C.

BUILDING SETBACKS AND P.U.E. NOTES

STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM	STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM	STREET FACILITY	MIN. WIDTH	CATEGORY	MEASURED FROM
RESIDENTIAL COLLECTOR STREET (SECTION C)				PRIMARY (STANDARD) RESIDENTIAL STREET (SECTION D)				MINOR RESIDENTIAL STREET (SECTION E)			
15'		LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	15' SOUTH/15' NORTH		LANDSCAPE/PEDESTRIAN ESMT.	R/W AT B.O.C.	55' X 105' (TYP.) LOTS	19'	DRIVEWAY/FRONT-LOADED GARAGE SETBACK	R/W AT B.O.W.
19'		DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	19'		DRIVEWAY/FRONT-LOADED GARAGE SETBACK	B.O.W.	45' X 105' (TYP.) LOTS	12.5'	PUBLIC UTILITY EASEMENT	R/W AT B.O.W.
12.5'		PUBLIC UTILITY EASEMENT	B.O.W.	12.5'		PUBLIC UTILITY EASEMENT	B.O.W.	40' X 105' (TYP.) LOTS	12.5'	FRONT PORCH/LIVING AREA SETBACK	R/W AT B.O.W.
12.5'		FRONT PORCH/LIVING AREA SETBACK	B.O.W.	12.5'		FRONT PORCH/LIVING AREA SETBACK	B.O.W.	40' X 100' (TYP.) LOTS	12.5'	STREET SIDEYARD SETBACK	R/W AT B.O.W.
12.5'		STREET SIDEYARD SETBACK	B.O.W.	12.5'		INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL				
4' 5"		INTERIOR SIDEYARD SETBACK (MAINTAIN 9' MINIMUM BLDG. SEPERATION)	PL	4' 5"							

KEY
R/W - RIGHT OF WAY
B.O.C. - BACK OF CURB
B.O.W. - BACK OF WALK
PL - PROPERTY LINE
P.U.E. - PUBLIC UTILITY EASEMENT



PROJECT NOTES

OWNER/APPLICANT
ARISTA DEL SOL JCP, LLC
C/O PAPPAS INVESTMENTS
2020 L ST., 5TH FLOOR
SACRAMENTO, CA 95816
CONTACT: THAD JOHNSON
PHONE: (916) 447-7100

PLANNER/ENGINEER/SURVEYOR
WOOD RODGERS INC.
3301 C STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: STAN METTE/JOHN HODGSON PE #49187
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
067-0040-013

AREA
210.45 ACRES

EXISTING/PROPOSED GENERAL PLAN
LDR, COMM/Office

EXISTING/PROPOSED ZONING
RD-5, RD-7, RD-10, O, SC

NUMBER OF LOTS/LARGE LOTS
740 SINGLE FAMILY LOTS
1 COMMERCIAL/OFFICE LOT
1 COMMUNITY PARK LOT
1 NEIGHBORHOOD GREEN LOT
2 WETLAND PRESERVE LOTS
1 DETENTION BASIN LOT
11 LANDSCAPE LOTS
1 OPEN SPACE LOT

PUBLIC SERVICES & FACILITY PROVIDERS
IMPROVEMENTS: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE: COUNTY OF SACRAMENTO
ELECTRICITY: S.M.U.D.
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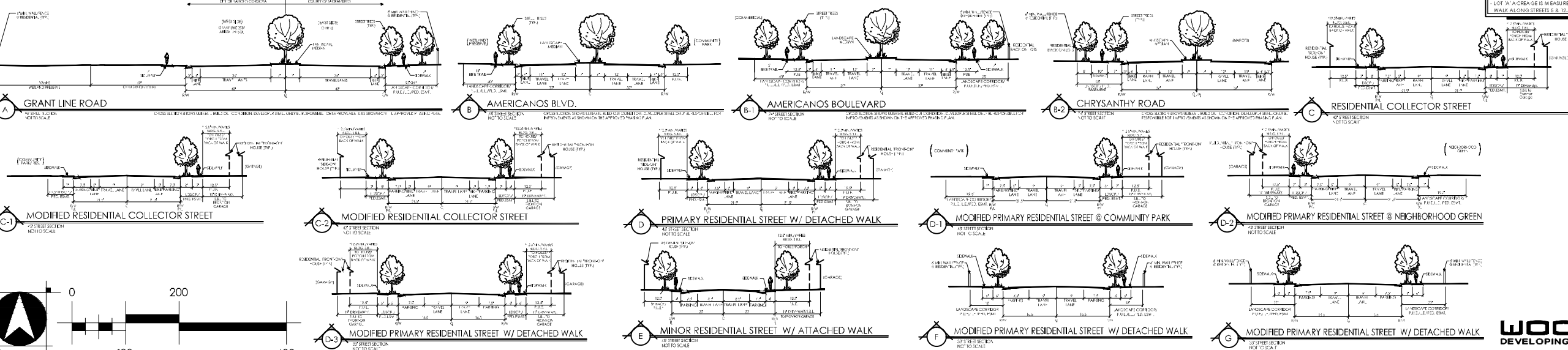
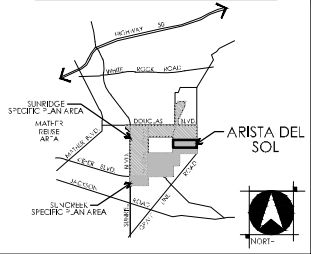
NOTE:
1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66454.1 OF THE SUBDIVISION MAP ACT.
2) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3) A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY ON ALL LOTS EXCEPT 45' X 105' LOTS WHERE 10' PUE IS SHOWN; (SEE TABLE ABOVE) AS APPROVED BY CITY ENGINEER.
4) VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5) AERIAL TOPOGRAPHY BY OTHERS
6) THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS TO BE VERIFIED PRIOR TO FINAL MAP.

LAND USE SUMMARY

VILLAGE LOT #	LAND USE	GROSS ACRES	NET ACRES	DWELLING UNITS	TONING DESIGNATION
1	SF RESIDENTIAL (45'X105' TYP.)	11.8	11.8	80	RD-7
2	SF RESIDENTIAL (45'X105' TYP.)	18.5	18.5	113	RD-7
3	SF RESIDENTIAL (55'X105' TYP.)	18.5	17.9	90	RD-5
4	SF RESIDENTIAL (55'X105' TYP.)	15.6	15.1	80	RD-5
5	SF RESIDENTIAL (45'X105' TYP.)	24.8	24.1	144	RD-7
6	SF RESIDENTIAL (40'X105' TYP.)	22.2	21.1	135	RD-10
7	SF RESIDENTIAL (40'X105' TYP.)	8.5	7.7	55	RD-10
SUBTOTAL		119.9	116.2	740	
A	COMMUNITY PARK	11.5	10.5	0	O
B	NEIGHBORHOOD GREEN	2.2	2.2	0	O
C	COMMERCIAL/OFFICE	6.6	6.6	0	SC
D	DETENTION BASIN	3.8	3.8	0	RD-5
E	WETLAND PRESERVE	12.4	12.4	0	RD-5
F	WETLAND PRESERVE	41.1	41.1	0	O
G	LANDSCAPE LOT	-	0.4	0	RD-5
H	LANDSCAPE LOT	0.2	0.2	0	RD-5
I	LANDSCAPE LOT	-	0.2	0	RD-5
J	LANDSCAPE LOT	-	0.5	0	RD-5
K	LANDSCAPE LOT	-	0.7	0	RD-7
L	LANDSCAPE LOT	-	1.1	0	RD-10
M	LANDSCAPE LOT	-	0.1	0	RD-10
N	LANDSCAPE LOT	-	0.3	0	RD-10
O	LANDSCAPE LOT	-	0.1	0	RD-10
P	LANDSCAPE LOT	-	0.3	0	RD-10
Q	LANDSCAPE LOT	1.1	1.1	0	O
R	OPEN SPACE	2.0	2.0	0	O
S	RIGHT-OF-WAY	9.8	10.8	0	-
SUBTOTAL		90.7	94.4	0	
TOTAL		210.6	210.6	740	

- GROSS ACREAGE EXCLUDES AMERICANOS BLVD., GRANT LINE ROAD AND CHRYSANTHY ROAD
- NET ACREAGE EXCLUDES LANDSCAPE CORRIDORS, AMERICANOS BLVD., GRANT LINE ROAD AND CHRYSANTHY ROAD
- LOT W/A GREEN IS IN AN AREA FROM BACK OF CURB ALONG AMERICANOS BOULEVARD AND FROM BACK OF WALK ALONG STREETS 5 & 12.

LOCATION MAP



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

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project approval is for a Rezone, Development Agreement Amendment, a Large Lot Tentative Subdivision Map and a Small Lot Tentative Subdivision Map for 740 lots in the RD-5, 7 and 10 residential designations. A 6.6 acre commercial site/detention basin is located at the northwest corner of Americanos Blvd and Chrysanthy Blvd. A 10.5 acre portion of the Community Park is provided, along with a 2.2 Acre Neighborhood Green. The project includes 53.5 acres of wetland preserve, 2.0 acres of open space. Based in part on traffic analyses completed during this application, the zoning conditions and mitigation measures applicable to the Sunridge Specific Plan for offsite traffic improvements tied to a traffic threshold cap will be satisfied through the payment of the Supplemental Traffic Fee as described in the Amended Development Agreement.	On-Going.	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), or unless extended by the terms of the Development Agreement.	Three years, commencing with the date of approval.	Planning	
3.	Applicant/Developer shall hold harmless the City, its Council Members, its 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/Developer further agrees to provide a defense for the City in any such action.	On-Going.	Planning	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
4.	Applicant/Developer 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	
5.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going.	Planning	
6.	This action does not relieve the applicant/developer of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
7.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
8.	Applicant/Developer shall submit payment as needed for Plan Review/ Plan Check Fees required by the Cordova Recreation and Parks District (CRPD).	On-Going	CRPD	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
9.	Applicant and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be a responsibility of successors in interest in future land transfers, and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete.	On-Going	SASD	
Prior to Grading or Improvement Plan Approval.				
10.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to issuance of Improvement Plans, grading permit, or recordation of any map.	Planning	
11.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City of Rancho Cordova shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or	During initial site development, grading or brush clearing.	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. Mitigation Measure			
12.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by SCWA; b) Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and c) Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a <i>Notice to Proceed</i> has been issued. Mitigation Measure	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
13.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. Mitigation Measure	Prior to issuance of Improvement Plans or grading permit.	Planning	
14.	All work within the project, regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all	Prior to any ground disturbance.	Planning	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Dedications of Irrevocable Offers of Dedication are exempt from this requirement. Mitigation Measure			
15.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. Mitigation Measure	Prior to issuance of Improvement Plans or Final Map, whichever comes first.	Planning	
16.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. Mitigation Measure.	Prior to Improvement Plans.	Water Resources	
17.	Connection to the SASD sewer system shall be required to the	Prior to Issuance of	SASD	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.	Improvement Plans		
18.	Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Issuance of Improvement Plans	SASD	
19.	In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required. Sewer infrastructure shall be constructed as per the approved sewer study.	Prior to Issuance of Improvement Plans	SASD	
20.	SASD shall require an approved Subdivision Level (Level 3) sewer study prior to recordation of Final Map or submittal of Improvement Plans for plan check to SASD, whichever comes first. The study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject project and other upstream areas and shall be done in accordance with the SASD's most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-shift" basis unless approved by SASD in advance and in compliance with the SASD Design Standards.	Prior to issuance of Improvement Plans or Final Map, whichever comes first	SASD	
21.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
22.	Provide drainage easements to the City of Rancho Cordova, install facilities pursuant to the Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code (SCWA), and	Prior to issuance of Improvement Plans	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	City of Rancho Cordova Improvement Standards, and pay any fee required by the SCWA Code. Final geometry and alignments of drainage facilities will be finalized based on subsequent analysis and engineering performed by the applicant to the satisfaction of the City of Rancho Cordova. Any SCWA funding is contingent upon a need by SCWA, pursuant to Title 2 of the SCWA Code. All drainage studies are subject to alternative analyses.			
23.	Minimum pad/floor elevations shall be required pursuant to the Sacramento County and City of Rancho Cordova Floodplain Management Ordinance.	Prior to issuance of Improvement Plans	Public Works	
24.	A Notice of Intent (NOI) must be filed with the State Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. Mitigation Measure	Prior to issuance of Improvement Plans	Public Works	
25.	Applicant shall prepare improvement plans and construct or bond for the dedicated landscape corridors, trails and other open space facilities, according to the approved tentative map, and to the satisfaction of the City Engineer. The following specifications shall be applied to trails in the project: - Trails must be located above the 10-year flood plain. - Open fencing shall be required along all open space, drainage corridors and parkways, constructed in accordance with plans and specifications approved by the City of Rancho Cordova, unless otherwise specified in	Prior to the issuance of Improvement Plans or final map for the phase in which the improvement(s) are located, whichever comes first.	Public Works/Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	these conditions. Provide a striped pedestrian crossing for the trail system when it crosses a public right-of-way. Developer shall install all required signage for the trail.			
26.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by CRPD must be prepared by a licensed landscape architect with necessary sub-consultants mutually acceptable to CRPD and the Applicant/Developer. The responsible landscape architect in charge will be retained throughout the construction process to review the construction and attend construction meetings on a weekly basis. The responsible architect in charge will be required to authorize changes to the approved plans in coordination with CRPD. The Applicant/Developer will require the responsible landscape architect in charge and the appropriate sub-consultants to provide as-constructed plans and certify that the project has been constructed per the approved plan and subsequent approved changes to the plans.	Prior to the issuance of Improvement Plans for the phase in which the improvement(s) are located	CRPD	
27.	Applicant/Developer shall plan for adequate drainage facilities to the boundary of the park site at a depth sufficient to accept all drainage requirements for the improved park site. CRPD and the City of Rancho Cordova shall review and approve the public improvement plans for the street frontages and utilities adjacent to a park site prior to installation.	Prior to the issuance of Improvement Plans or Final Map	Public Works/CRPD	
28.	Provide utility stubs into the Community Park Site for electricity, water, drainage, and sewer on Improvement Plans. A natural gas stub shall be provided on large neighborhood park sites, the	Prior to issuance of Improvement Plans for the phase in	Public Works/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Community Park site, and where otherwise specified by CRPD. CRPD shall give written approval for all locations of utility service points of connection on all land to be dedicated or maintained by CRPD, prior to approval of infrastructure construction documents. While typical Public Utility Easements and underground utility service cabinets, pedestals, or other above ground structures shall not be located on land to be dedicated for park purposes. CRPD shall pay any applicable fees in a timely manner associated with the stubbing of utility services to the park site.	which the park is located		
29.	Applicant/Developer shall rough grade the park site pursuant to the grading plans and specifications approved by the Public Works Department and CRPD. Park site shall be graded to drain. Rough grading to provide for uniformly graded site with no more than 2 foot grade change adjacent to edge of site. At no time subsequent to the rough grading will the developer use the site for a staging area, a disposal site during construction or ANY soil stockpiling without the written approval of CRPD. All park sites shall be brought to a MINIMUM SOIL CONDITION prior to turnover to CRPD. This includes screening of all cobble, tilling of clay, and removal of all other deleterious material, bringing the site to a minimum acceptable condition prior to the actual soil preparation as follows: 1. The soil depth shall be a minimum 18" inches of fertile, friable topsoil. Topsoil shall be free from foreign materials,	Prior to final inspection of the rough grading plan	Public Works/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>												
	including oil, herbicides, or chemical substances. 2. The soil shall contain no more than 10% of cobble 2' or greater in diameter. This may be achieved either by screening or by importing of fill. 3. The topsoil shall be uniform in texture and possess the following characteristics: a. Reaction (pH) saturated paste 6.0-7.6 b. Salinity (EC_edS/m) saturation exact <3.0 c. Sodium adsorption ratio (SAR) <6.0 d. Boron in saturation exact, ppm <1.0 <u>TEXTURE</u> <table><tr><td>Particle Size</td><td>USDA Sieve Size</td><td>Objective – % Passing</td></tr><tr><td>Gravel</td><td>2.0</td><td>>95%</td></tr><tr><td>Course sands</td><td>0.5</td><td>>75%</td></tr><tr><td>Silt plus clay</td><td>0.05*</td><td><35%</td></tr></table> *Use Hydrometer method Verification for conformance with topsoil parameters shall be provided via a fertility, agricultural suitability and partial size soil test. All applicable costs and fees of grading and soil preparation shall be paid as provided in the Park Development Agreement.	Particle Size	USDA Sieve Size	Objective – % Passing	Gravel	2.0	>95%	Course sands	0.5	>75%	Silt plus clay	0.05*	<35%			
Particle Size	USDA Sieve Size	Objective – % Passing														
Gravel	2.0	>95%														
Course sands	0.5	>75%														
Silt plus clay	0.05*	<35%														
30.	Potable water service will be provided by the Sacramento County Water Agency (SCWA). Provide separate public water service to each parcel or building. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA.	Prior to Improvement Plans or Final Map, whichever comes	SCWA													

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Easements shall be reviewed and approved by SCWA prior to Improvement Plan approval or Final map Approval.	first		
31.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/ destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction.	Prior to the issuance of Improvement Plans/Abandonment shall be completed prior to Issuance of first Building Permit in phase where well is located	SCWA	
Prior to Recordation of a Final Maps				
32.	Complete and implement a master drainage study for the project, with approval from the Public Works Department.	Prior to recordation of the First Final Map for the project	Public Works	
33.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recordation of Large Lot Map	Public Works	
34.	Dedicate the right-of-way for Americanos Blvd. and Chrysanthy Blvd., within the project boundary, pursuant to City of Rancho Cordova Improvement Standards.	Prior to recordation of Large Lot Map	Public Works	
35.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and	Prior to recordation of the First Final Map	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City of Rancho Cordova's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.			
36.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of the Sacramento Municipal Utility District (SMUD), for underground facilities and appurtenances adjacent to all public street rights-of-way for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City of Rancho Cordova. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City of Rancho Cordova. Developer shall work with all utilities and the City of Rancho Cordova to determine the best locations for all utilities, to the satisfaction of the City Engineer.	Prior to recordation of Large Lot Map and Small Lot Subdivision Maps	Public Works	
37.	Dedicate the right-of-way and drainage improvements on Grant Line Road.	Prior to recordation of Large Lot Map	Public Works	
38.	Dedicate the right of way for Americanos Blvd. and Chrysanthy Blvd., within the project boundary, based on the designed width shown on the final map, and install or bond for public street improvements pursuant to City of Rancho Cordova Improvement Standards, to the satisfaction of the City Engineer.	Prior to recordation of Large Lot Map	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Developer shall install or bond for the “first phase” of Americanos Blvd. and Chrysanthy Blvd. improvements as shown on the approved Phasing Plan cross sections.			
39.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project’s stormwater drainage and flood protection system. This may be accomplished through annexation to the City of Rancho Cordova’s Stormwater Utility User Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the projects stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	Prior to recordation of the first Final Map	Public Works	
40.	To ensure that sufficient space is provided within the major roadway system to accommodate the future pipelines associated with regional facilities, water pipeline easements shall be provided by the developer that are acceptable to SCWA and City of Rancho Cordova, and/or reservation of space within the project’s roadways for future pipelines shall be provided.	Prior to recordation of Final Map where roadways are located	SCWA	
41.	Sewer easements may be required. If required, all sewer easements shall be dedicated to SASD, in a form approved by the SASD District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public rights-of-way and in easements dedicated to SASD.	Prior to recordation of the Small lot Subdivision Map	SASD	
42.	Developing this property will require payment of sewer impact fees	Prior to recordation	SASD	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	to both SASD and Sacramento Regional County Sanitation District (SRCSD), in accordance with each district's ordinances.	of Small Lot Subdivision Map		
43.	All real property dedicated to CRPD for parks, or open space shall be zoned "O".	Prior to recordation of Small Lot Subdivision Map in phase where Park is located	CRPD	
44.	Owner/Applicant/Developer shall work with CRPD to provide a fair share funding mechanism for maintenance of all lands being dedicated to CRPD including Neighborhood Green, park landscaping, and other associated facilities. All costs associated with setting up the CFD or annexation shall be borne by the Property Owner/Applicant.	Prior to recordation of any Small Lot subdivision Map	CRPD	
45.	Provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to Sacramento County Water Agency (SCWA). Easements shall be reviewed and approved by SCWA prior to Improvement Plan approval or Final map Approval.	Prior to Improvement Plans or Final Map, whichever comes first	SCWA	
46.	Dedicate the Landscape Corridors, adjacent to Americanos Blvd., and Chrysanthy Blvd., as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to recordation of the Small Lot Subdivision map for the phase which contains the corridors.	SMUD	
47.	Dedicate to the City all the right-of-ways as shown on the Tentative Map and install or bond for public street improvements, consistent with the City adopted cross sections to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
48.	Wetland Preserve Lots F & E shall have a maintenance entity established and financing plan approved by the Public Works and Planning Directors.	Prior to Recordation of the Small Lot Subdivision Map	Public Works/ Planning	
49.	Each final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to recordation of Subdivision Map for each phase	Public Works	
50.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the City of Rancho Cordova Improvement Standards.	Prior to recordation of each final Small Lot Subdivision Map	Public Works	
51.	Provide drainage easements and install or bond for facilities, including any fee, to the satisfaction of the City.	Prior to recordation of final Small Lot Subdivision Map where easements and/or facilities are located	Public Works	
52.	Dedicate land through an irrevocable deed of dedication or pay in lieu fees, or both for park purposes, as required and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code , or as stipulated in the Development Agreement for the project. Utility easements on park property must be approved prior to CRPD acceptance. Any structures, walls, fences, wells, storage tanks, other items or encumbrances inhibiting Quimby park use and/or development must be approved by the CRPD.	Prior to recordation of Subdivision Map	CRPD	
53.	Applicant/Developer shall deliver to the City a certificate from	Prior to recordation	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	CRPD stating that the required Development Application Fee has been paid and the Park Development Agreement has been executed.	of first Small Lot Final Subdivision Map		
54.	Applicant/Developer shall record a "Notice of Active Recreational Park Use" in a form approved by CRPD, which encumbers all lots within 1000 feet of any park site.	Prior to recordation of each Small Lot Final Subdivision Map	Planning/ CRPD	
Prior to the Issuance of Building Permits				
55.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to, all streets, water, sewer, storm drain, recycled water, lighting, signage and striping, and other associated facilities for all streets and other public areas depicted on the tentative map or tentative map phase. Number, size, and location of driveways are subject to approval by the Public Works Department. Prior to acceptance of the improvements, as-built grading and improvement plans, as well as a compact disc containing these plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public works Department.	Prior to issuance of the first building permit within each phase	Public Works	
56.	Prior to issuance of the first building permit within a phase: A contract shall be let and construction shall be undertaken for all streets and improvements shown on the Phasing Plan and all streets necessary for access to the proposed homes to the	Prior to issuance of the first building permit within each phase	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	satisfaction of the Public Works Department. Prior to occupancy within a phase: all streets and improvements shown on the Phasing Plan shall be fully constructed and completed to the satisfaction of the City Engineer. Developer shall have the ability to sub-phase each phase with prior approval from the City Engineer. At the discretion of the City Engineer, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy. The structural section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed.			
57.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Sacramento Metropolitan Fire District (SMFD), prior to any combustible construction or combustible materials storage on site.	Prior to the issuance of the first building permit	SMFD	
58.	Applicant/Developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the issuance of the first building permit within each phase	Public Works	
59.	Applicant/Developer shall provide a construction Phasing Plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of the first building permit within each phase.	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
60.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the SCWA Code.	Prior to issuance of any building permits	SCWA	
61.	Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Prior to issuance of the first building permits	SCWA	
62.	Applicant/Developer shall install signage on all park sites notifying surrounding residential units of future park construction and identifying park amenities. CRPD will have final approval of the sign prior to installation.	Prior to issuance of the first building permit within each phase	CRPD	
63.	Prior to the issuance of building permits, require water intensive commercial and industrial building permit applicants to conduct a water use efficiency review and submit the findings in required environmental documentation for the project.	Prior to issuance of building permits for commercial or industrial structures	SCWA	
64.	Prior to the issuance of building permits for commercial structures require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service.	Prior to issuance of building permits for commercial structures	SCWA	
Prior to Final Inspection				
65.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to final inspection of the first unit	CSD-1	
66.	All streets providing access to the homes shall be constructed and accepted for maintenance to the satisfaction of the City Engineer.	Prior to final inspection of the first unit	Public Works	

Conditions of Approval and MMRP

EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
67.	Improve all the landscaped lots according to the approved plans. Layout of the sidewalk shall be reviewed and approved by the Planning Director. All improvements shall be reviewed and accepted by public works prior to assuming maintenance responsibility.	Prior to final inspection of the first unit	Public Works	
68.	Construct a minimum 6-foot high sound barrier, as measured from the top of curb, according to the designs in the SRSP, along all rear yard lots bordering Chrysanthy Blvd. and Americanos Blvd. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of the Planning Director. All walls shall be constructed utilizing graffiti resistant materials. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback, whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to final inspection of the first unit bordering Chrysanthy Blvd and Americanos Blvd	Planning	
69.	Construct a combination of open metal and masonry fence along the western edge of the drainage corridor, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of the Planning Director and consistent with the City's Open Space Guidelines. All walls shall be constructed utilizing graffiti resistant materials.	Prior to final inspection of the first unit bordering the western edge of the drainage corridor	Planning	
70.	Applicant/Developer shall construct all necessary street frontage improvements abutting the dedicated park sites per the Park	Prior to Park Construction or per	Public Works/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Development Agreement (DA).	the Park Development Agreement		
71.	Where the community park or neighborhood green abuts land uses other than public street frontages and schools, Applicant/Developer shall install a six foot high masonry wall or decorative metal fencing or fencing otherwise approved by CRPD, which will be built to the specifications of CRPD and Planning. The approved wall or fence shall be installed when the park is developed or when the construction on the adjoining lots commences, whichever comes first. The wall or approved fence is to be located on the adjacent owner's property. Accordingly, general maintenance, repair or replacement of the wall or fence shall be the responsibility of the owner, not CRPD. After acceptance of property by CRPD, CRPD will be responsible solely for graffiti removal on the exterior portion of the wall, which faces CRPD, or City of Rancho Cordova property. All walls shall be constructed utilizing graffiti resistant materials.	Prior to issuance of building permit for adjoining lot/lots, or at park construction	Planning/CRPD	
72.	Zone "O" areas to be transferred to CRPD will otherwise be free and clear of any past or future taxes or assessments; any liens or encumbrances unless otherwise approved by the District; and all easements will be disclosed on the tentative map. Any structures, walls, fences, wells, or storage tanks must be removed in accordance with all applicable laws and regulations prior to the acceptance of any grant deeds or easements.	Prior to time of acceptance of dedication by CRPD	CRPD	
73.	Applicant/Developer shall deliver to the District electronic CAD files of all as-built/as-constructed documents used in the implementation	Prior to time of acceptance of	CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	of subdivision park and open space property.	dedication by CRPD		
74.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials. Wall design and materials shall be subject to City of Rancho Cordova's approval and according to the design standards in the Sunridge Specific Plan. All walls shall be constructed utilizing graffiti resistant materials.	Prior to issuance of Improvement Plans	Public Works/ Planning	
75.	When improvements to landscape corridors and trails are complete and accepted by the City Engineer, the improved property shall be conveyed by a grant deed to the City of Rancho Cordova for ongoing maintenance, operation, repair and replacement. Developer shall be responsible to pay the direct cost associated with the performance of this work until such time as the City of Rancho Cordova incorporates the cost of doing this work into the financing mechanism annual budget and collects the additional tax revenues required to fund the costs of this work.	Prior to the first final inspection within each phase	Public Works/Planni ng	

Conditions of Approval

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources)

Conditions of Approval

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

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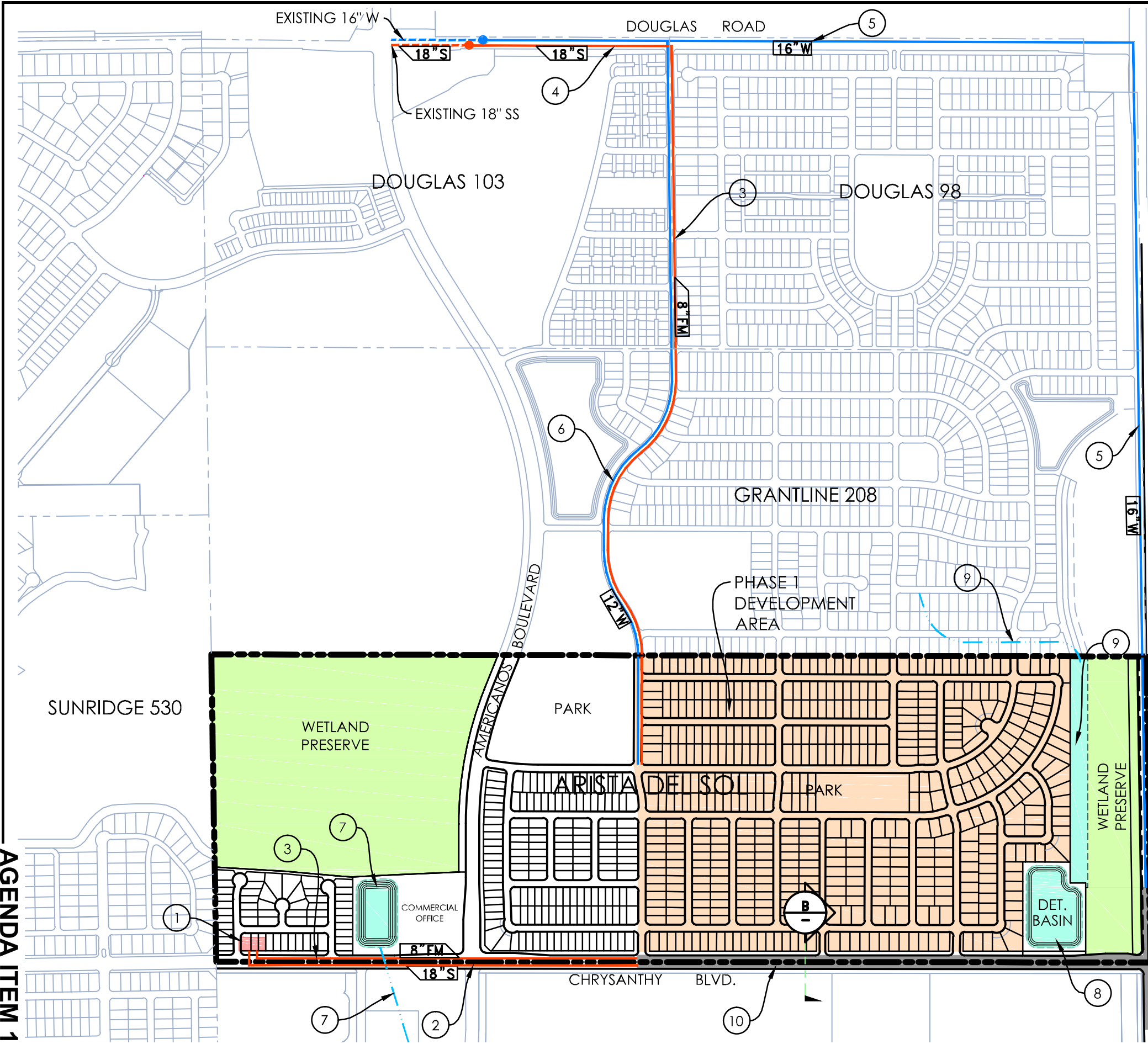
PHASE 1 ACCESS & INFRASTRUCTURE PLAN

PHASING IS BASED ON DEVELOPMENT AS A STAND-ALONE PROJECT PRIOR TO DEVELOPMENT OF OTHER ADJACENT PROJECTS.

PHASE 1 INFRASTRUCTURE IMP'S

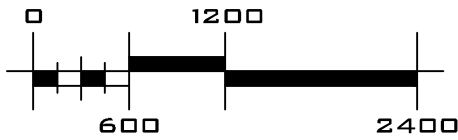
1. INTERIM SEWER LIFT STATION. MAY BE REQUIRED PRIOR TO DEVELOPMENT OF SUNRIDGE 530.
2. 18" GRAVITY SEWER TO LIFT STATION.
3. 8" SEWER FORCE MAIN TO DOUGLAS ROAD GRAVITY SYSTEM.
4. 18" GRAVITY SEWER CONNECTION TO EXISTING SYSTEM ON DOUGLAS ROAD EAST OF AMERICANOS BOULEVARD.
5. 16" WATER T-MAIN CONNECTION TO EXISTING SYSTEM ON DOUGLAS ROAD EAST OF AMERICANOS BOULEVARD.
6. 12" WATER THROUGH GRANTLINE 208 AND DOUGLAS 98 TO DOUGLAS ROAD.
7. WESTERLY DETENTION BASIN INCLUDING INTERIM OFFSITE CHANNEL TO EXISTING CREEK.
8. EASTERLY DETENTION BASIN INCLUDING CHRYSANTHY BOULEVARD CULVERT.
9. RECONSTRUCTED LAGUNA CREEK INCLUDING OFFSITE INTERIM CHANNEL TO EXISTING CREEK.
10. CHRYSANTHY BOULEVARD IMPROVEMENTS INCLUDING UTILITIES, 2 LANES WESTBOUND, 1 LANE EASTBOUND, MEDIAN, AND NORTHERLY FRONTAGE IMPROVEMENTS. ONLY TWO LANES REQUIRED IF APPROVED BY FIRE DEPARTMENT.
11. GRANT LINE ROAD WIDENING. IF NOT ALREADY CONSTRUCTED, INSTALL TRAFFIC SIGNAL AND WIDEN INTERSECTION.
12. SEWER AND WATER PHASING IS CONCEPTUAL ONLY. SUBJECT TO FUTURE REVIEW AND APPROVAL BY COUNTY OF SACRAMENTO SEWER AND WATER DEPARTMENTS.

INFRASTRUCTURE TIMING NOTE
PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT WITHIN A PHASE: A CONTRACT SHALL BE LET AND CONSTRUCTION SHALL BE UNDERTAKEN FOR ALL STREETS AND IMPROVEMENTS SHOWN ON THE PHASING PLAN AND ALL STREETS NECESSARY FOR ACCESS TO THE PROPOSED HOMES TO THE SATISFACTION OF THE PUBLIC WORKS DEPARTMENT. PRIOR TO OCCUPANCY WITHIN A PHASE: ALL STREETS AND IMPROVEMENTS SHOWN ON THE PHASING PLAN SHALL BE FULLY CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER. DEVELOPER SHALL HAVE THE ABILITY TO SUB-PHASE EACH PHASE WITH PRIOR APPROVAL FROM THE CITY ENGINEER.





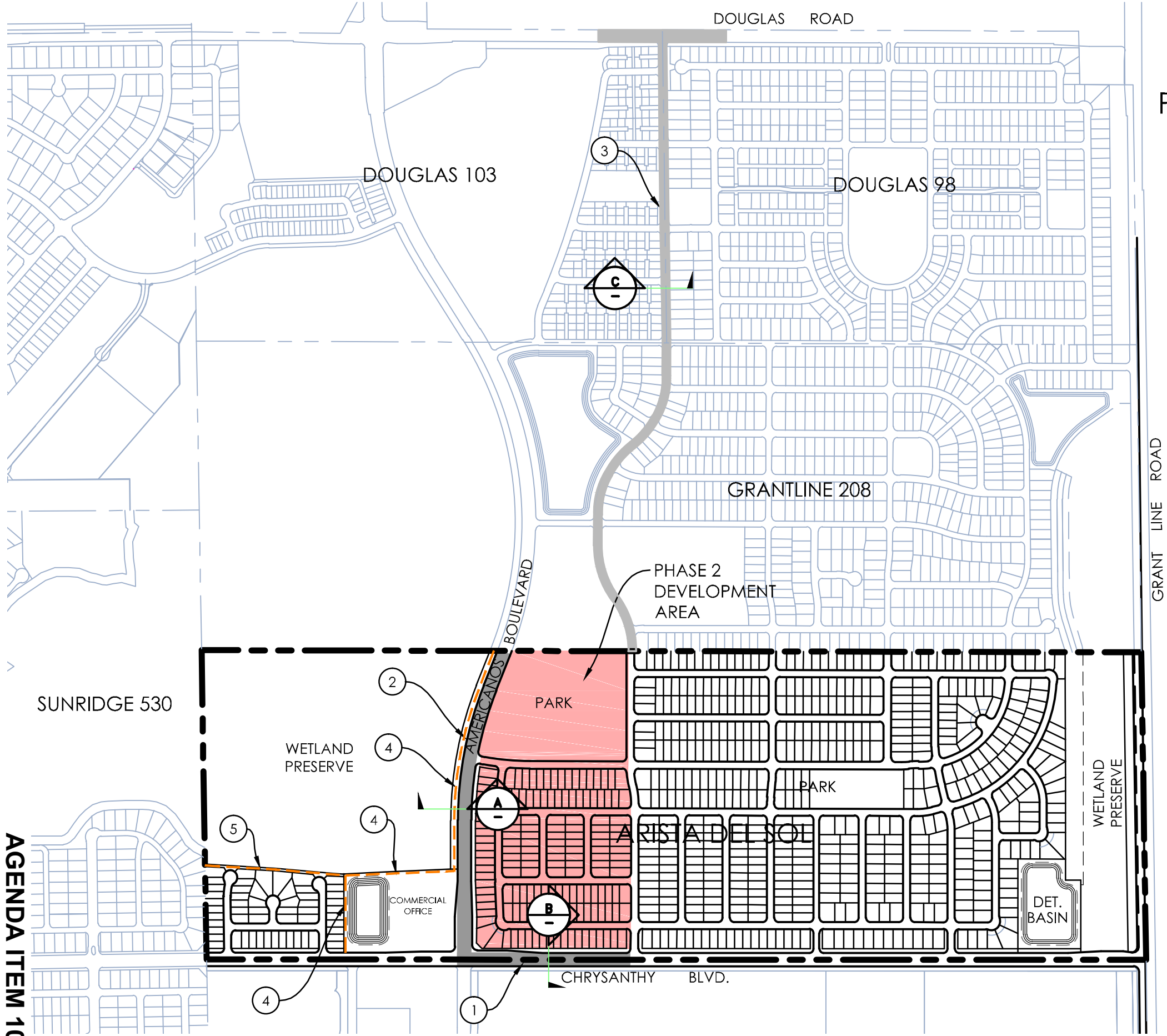
NORTH



0 600 1200 2400



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DEVELOPING INNOVATIVE DESIGN SOLUTIONS
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Sacramento, CA 95816 Fax 916.341.7767



ARISTA DEL SOL

PHASE 2 ACCESS & INFRASTRUCTURE PLAN

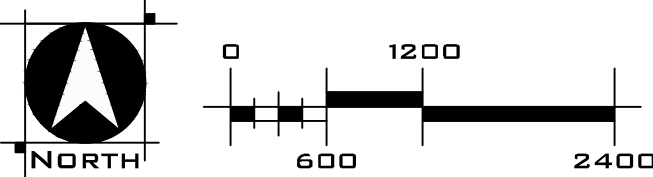
PHASE 2 INFRASTRUCTURE IMP'S

1. CHRYSANTHY BOULEVARD IMPROVEMENTS INCLUDING UTILITIES, 2 LANES WESTBOUND, 1 LANE EASTBOUND, MEDIAN, AND NORTHERLY FRONTAGE IMPROVEMENTS. ONLY 2 LANES REQUIRED IF APPROVED BY FIRE DEPARTMENT.
2. AMERICANOS BOULEVARD FULL OUTSIDE LANE IMPROVEMENTS WITH UTILITIES. FRONTAGE AND OUTSIDE LANES CONSTRUCTED ON BOTH EAST AND WEST SIDES. CENTER LANES TO BE CONSTRUCTED IN FUTURE BY CITY WHEN WARRANTED.
3. IF NOT ALREADY CONSTRUCTED, CONSTRUCT SECONDARY ACCESS VIA SNYDER DRIVE OR ALTERNATIVE ROUTES TO SATISFACTION OF THE CITY. ALTERNATIVE ACCESS COULD BE CHRYSANTHY TO RANCHO CORDOVA PKWY, OR AN ALTERNATIVE ROUTE TO DOUGLAS ROAD TO THE SATISFACTION OF THE CITY. IF A CONNECTION TO DOUGLAS IS MADE VIA SNYDER ROAD, THEN A TRAFFIC SIGNAL AND INTERSECTION WIDENING SHALL BE INSTALLED WITH SNYDER ROAD IMPROVEMENTS. *
4. BIKE/PEDESTRIAN TRAIL, 12' WIDE ASPHALT WITH 2' DECOMPOSED GRANITE SHOULDERS.
5. 10' CLASS 1 TRAIL. IF CONNECTING SUNRIDGE 530 TRAIL IS NOT CONSTRUCTED THIS WILL BE DEFERRED TO PHASE 3.

* SUBJECT TO REIMBURSEMENT AGREEMENT WITH OWNER OF PROPERTY OR CITY.



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

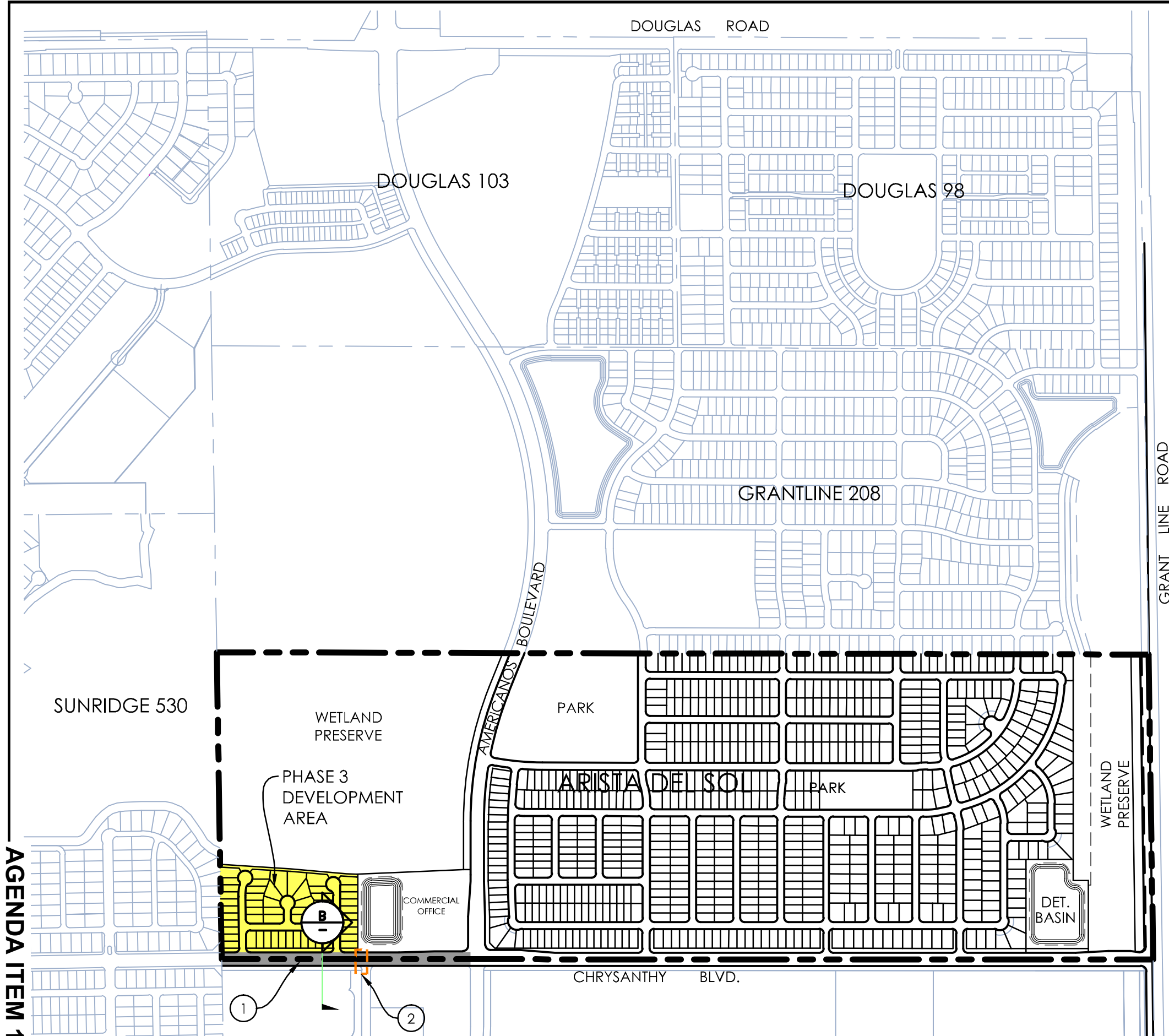


ARISTA DEL SOL

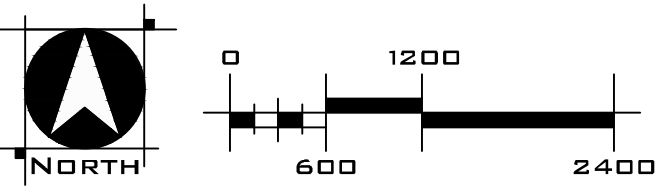
PHASE 3 ACCESS & INFRASTRUCTURE PLAN

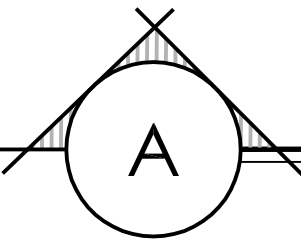
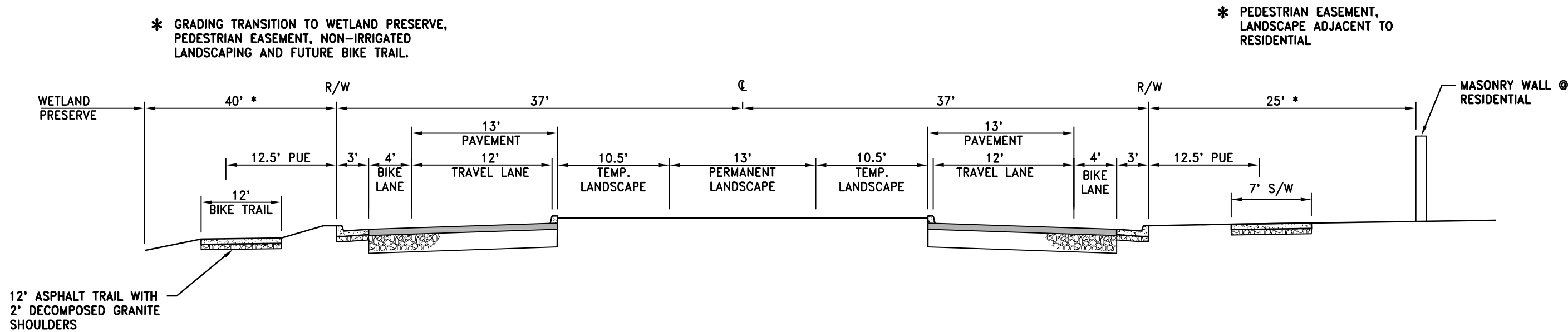
PHASE 3 INFRASTRUCTURE IMP'S

- 1. CHRYSANTHY BOULEVARD IMPROVEMENTS INCLUDING UTILITIES, 2 LANES WESTBOUND, 1 LANE EASTBOUND, MEDIAN, AND NORTHERLY FRONTAGE IMPROVEMENTS. ONLY 2 LANES REQUIRED IF APPROVED BY FIRE DEPARTMENT.
- 2. CHRYSANTHY OVERCROSSING TO BE CONSTRUCTED BY CITY WHEN WARRANTED.



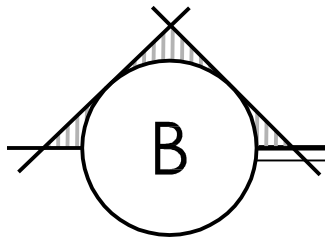
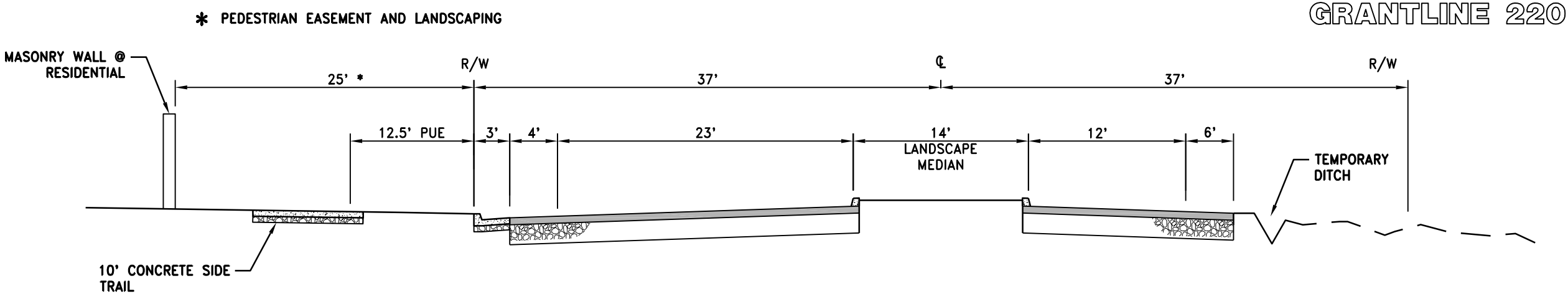

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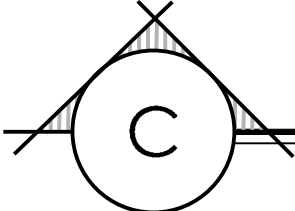
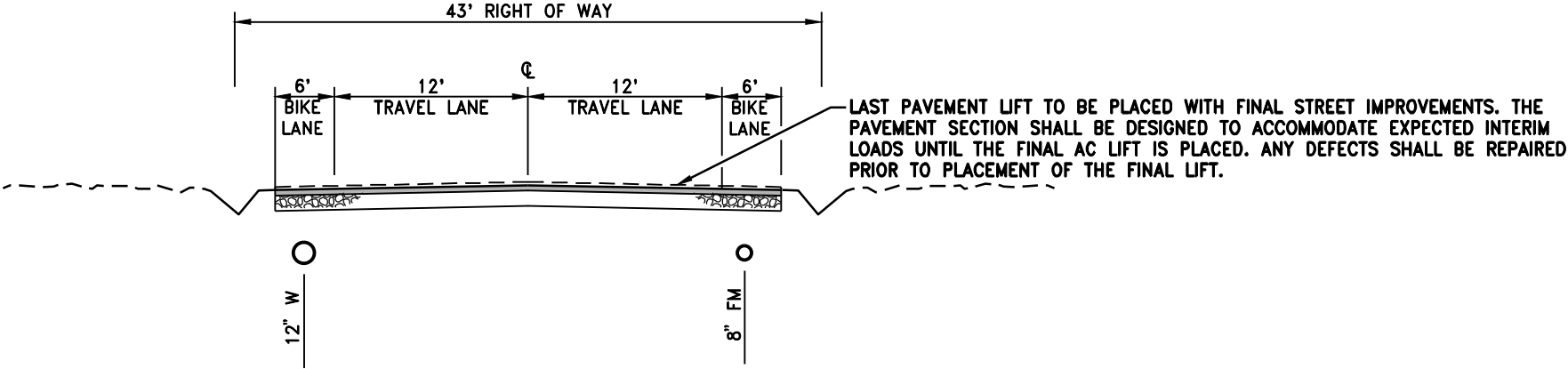
AMERICANOS BLVD. - PHASE 1 OUTSIDE/IN DEVELOPEMENT

ARISTA DEL SOL
GRANTLINE 208



CHRYSANTHY BOULEVARD - THREE LANE DEVELOPMENT

ARISTA DEL SOL



TWO LANE ACCESS ROAD - PHASED DEVELOPMENT

ARISTA DEL SOL & GRANTLINE 208

ARISTA DEL SOL

Arista Del Sol Project Modifications

CEQA Addendum



City of Rancho Cordova

2729 Prospect Park Drive
Rancho Cordova, CA 95670

August 2014



CEQA ADDENDUM FOR THE ARISTA DEL SOL PROJECT

INTRODUCTION

This document is an addendum to previous environmental documents prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 for the approved Arista Del Sol project.

The Arista Del Sol project is part of the Sunrise Douglas Community Plan ("SDCP") and Sunridge Specific Plan ("SRSP") approved by the County of Sacramento ("County") in July 2002. The County certified an Environmental Impact Report ("EIR") for the SDCP and SRSP in July 2002 (State Clearinghouse Number 97022055) ("SDCP/SRSP EIR") prepared in accordance with the California Environmental Quality Act ("CEQA"). Subsequently, the City certified a Court-Ordered Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055).

The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Arista Del Sol project in February and March 2006 as part of its approval for the Sunridge East Projects. The City adopted a Mitigated Negative Declaration as the CEQA environmental review for these approvals ("Sunridge East MND") which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND. This addendum hereby incorporates by reference both the previously certified EIR and adopted MND.

The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Arista Del Sol project.

Currently, a revised project has been proposed that includes 165 fewer dwelling units than previously approved. Project approvals would include a Rezone, Tentative Subdivision Map Amendment, and a Development Agreement Amendment. The intent of this addendum is to analyze the project modifications and to determine if further environmental review is necessary.

PROJECT DESCRIPTION

The new plan includes 740 single family dwelling units, 165 dwelling units less than the original approval of 905 (See **Attachment 2, Exhibit 2A** and **2B** of the Staff Report for the proposed Amended Tentative Subdivision Maps). The reduction in units is mainly due to the creation of a wetland preserve on the east side of the project adjacent to Grantline Road.

EXPLANATION OF THE DECISION NOT TO PREPARE A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT OR MITIGATED NEGATIVE DECLARATION

CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate environmental documents, if any, that must be completed when changes are proposed to a project for which an EIR/MND has already been certified/adopted. These guidelines allow a lead agency to prepare an addendum if all of the following conditions are met:

- Substantial changes to the project do not require major revisions to the previously adopted EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified potentially significant effects.
- Substantial changes with respect to the circumstances under which the project is undertaken do not require major revisions of the previous EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- No new mitigation measures or alternatives which are considered different from those analyzed in the EIR/MND or which were previously found not to be feasible are identified.
- No new information of substantial importance becomes available which shows new significant effects or significant effects substantially more severe than previously discussed.
- Only minor technical changes or additions are necessary to make the EIR/MND under consideration adequate under CEQA.

An addendum is considered the appropriate CEQA document for the proposed modifications, as described above, because:

- There are no new substantial changes to the project that would result in new significant environmental effects or a substantial increase in the severity of a previously identified potentially significant effect, and
- There is no new information of substantial importance that shows new significant effects or significant effects would be substantially more severe than previously discussed.

POTENTIAL ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

The following analysis describes how the proposed Arista Del Sol modifications relate to the prior analysis conducted for the Arista Del Sol project. The proposed modifications would result in 740 single family dwelling units, a reduction of 165 dwelling units than the original approval of 905 dwelling units.

The development footprint of the project site has not changed in relationship to the previously approved Arista Del Sol project. Impacts relating to Aesthetics, Air Quality, Agricultural Resources, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise Population and Housing, Public Services, Recreation, and Utilities and Service Systems would be equal or less than previously disclosed.

No substantial changes have occurred to the project site and or the surrounding area that would change the prior analysis and or conclusions. The project modifications would not create any new or additional significant impacts that were not already identified in the Master EIR or MND; nor would they cause any impacts peculiar to the project or parcels. Mitigation measures relating to these impact areas and included in the SDCP/SRSP EIR and Sunridge East MND are still applicable and would reduce impacts to the furthest extent feasible.

Traffic and Circulation

Mitigation measure 37a in the SDCP/SRSP EIR requires that construction of certain roadway improvements be started prior to 6,500 dwelling units being developed in the SDCP/SRSP area. The mitigation measure also states that if a project is going to exceed the 6,500 dwelling unit threshold that a determination must be made that the project will not result in unacceptable traffic congestion or safety problems.

Since the proposed 740 dwelling units would exceed the 6,500 lot threshold in Mitigation Measure 37a of the SDCP/SRSP EIR, the City contracted with DKS Associates to perform a traffic analysis to determine if the approval of the lots under the proposed project would result in unacceptable traffic conditions as allowed under mitigation measure 37a (See **Appendix A** for DKS traffic analysis). The DKS traffic analysis identifies 4 improvements needed to be constructed so that full buildout will not result in unacceptable traffic conditions.

Furthermore, the project proponent has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the traffic improvements identified in the traffic analysis. Requiring the payment of the supplemental traffic fee as part of the project will ensure that traffic related impacts will be less than significant and no further analysis is necessary.

Conclusion

The City has reviewed the potential environmental impacts related to proposed modifications to the Arista Del Sol project. The City finds that no new or substantially more severe impacts would result from these modifications and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Based on the criteria discussed above, an addendum is considered the appropriate level of documentation to satisfy the requirements of CEQA, and no further analysis is required.

REFERENCES

City of Rancho Cordova General Plan: Final Adopted Version. November 2006.

Sunrise Douglas Community Plan/Sunridge Specific Plan EIR. July 2002. State Clearinghouse Number 97022055.

Sunridge East Mitigated Negative Declaration (MND). February, 2006.

Traffic Analysis for East Douglas Development Projects. DKS Associates. July 30, 2014.

Appendix A

Traffic Impact Analysis

MEMORANDUM

DATE: July 30, 2014
TO: Mark Thomas
FROM: John P. Long and Cameron Shew
SUBJECT: Traffic Analysis for East Douglas Development Projects

The City has asked DKS Associates to conduct an analysis of the traffic impacts of three proposed “East Douglas” development projects (Douglas 103, Grantline 208 and Arista del Sol) focused on the issues related to the Sunridge Specific Plan “threshold conditions”. This memorandum summarizes the background and conclusions of that analysis.

Background

Sacramento County placed “threshold conditions” of approval on the Sunrise/Douglas area (the Sunridge Specific Plan) that identified levels of residential development that could not be exceeded until specific roadway improvements in the area (the so-called “Threshold Improvements”) were under construction or completed. The City of Rancho Cordova inherited those conditions at the time of its incorporation. During 2005-2006, the City conducted the “Rancho Cordova Infrastructure Phasing Study” that re-evaluated the timing of the Threshold Improvements. The phasing study concluded that some adjustments could be made to the timing of those improvements. The City made modifications in April 2006 to some threshold requirements but did not change the list of Threshold Improvements identified when development in the Sunridge Specific Plan exceeds 6,500 dwelling units.

In 2013, DKS assisted the City in an evaluation of traffic impacts of the Douglas 98 development. That analysis concluded that entitled development levels within the Sunridge Specific Plan plus the Douglas 98 project (a total of about 6,677 dwelling units) would not cause roadway segments impacts that would trigger the need for any of the “Threshold Improvements”.

The list of Threshold Improvements for development beyond 6,677 dwelling units includes improvements to roadways and intersections both within the City and outside the City. The most challenging improvement for the City to fund and implement is the construction of two continuous traffic lanes on Rancho Cordova Parkway from Douglas Road to US 50 plus an interchange access to US 50.

With the Douglas 98 project, the City has now entitled approximately 6,677 dwelling units in Sunridge Specific Plan and currently about 3,000 of those units have been built. The proposed Douglas 103, Grantline 208 and Arista del Sol projects have about 1,540 dwelling units. If those developments are approved, there would be about 8,217 entitled dwelling units in the Sunridge Specific Plan. The City has asked DKS to determine if significant impacts would result if 8,217 dwelling units are entitled without the implementation of the list of Threshold Improvements for development beyond 6,677 dwelling units.

The Threshold Improvements are a subset of the long-range transportation systems contained in the General Plans of the City of Rancho Cordova and Sacramento County and will eventually be constructed by the City and/or the County. The reason for establishing thresholds was a concern that if certain



improvements are not constructed in the near-term, as development occurs in the Sunridge Specific Plan and surrounding areas, significant traffic congestion could occur on some roadway segments and intersections.

Conditions have changed since the 2006 Transportation Infrastructure Phasing Study, including the following:

- Several key Threshold Improvements have been constructed (described below)
- The City is working on engineering and environmental analysis for some of the other threshold improvements.
- The economic downturn has slowed the pace of development, which allows more time for the City to get environmental clearance, design, and implement improvements
- Sacramento County has substantially changed the timing of its traffic signals on Sunrise Boulevard from US 50 north to the American River, which has reduced queuing and delay on Sunrise Boulevard south of US 50.

The following key roadway improvements have been constructed since 2006:

- Widening of Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road – this is a threshold improvement
- Widening of Sunrise Boulevard to five lanes from Douglas Road to Kiefer Boulevard – this is a threshold improvement
- Widening of Douglas Road to five lanes from Sunrise Boulevard to future Rancho Cordova Parkway – this is a threshold improvement
- Extension of Zinfandel Drive to Douglas Road – this is a threshold improvement
- Extension of International Drive to Sunrise Boulevard – this is not a threshold improvement but it provides an important relief route for segments of Sunrise Boulevard and White Rock Road that were the focus of the threshold improvements.
- Changes in Sunrise Boulevard traffic signal operations - longer cycle lengths on Sunrise Boulevard north of US 50 have increased northbound p.m. peak hour capacity, and reduced the length of queuing south of US 50.

In 2012, the City asked DKS to evaluate how these changes would affect the timing of the Threshold Improvements, particularly how changes in the timing of the Rancho Cordova/US 50 interchange would affect delay/congestion on Sunrise Boulevard.

The extensions of Zinfandel Drive and International Drive, both of which were opened in 2011, have changed travel patterns and have opened new routes for people to avoid traffic congestion on Sunrise Boulevard. Together with the changes in signal timing on Sunrise Boulevard, these new roadway connections have substantially reduced delay and queuing south of US 50. Thus DKS concluded that while Sunrise Boulevard would operate at LOS E at some intersections between US 50 and White Rock Road, those intersections would not operate at LOS F conditions until development in the City's Growth Area (east of Sunrise Boulevard) reaches levels that are significantly greater than 6,677 dwelling units.



The interchange is clearly needed to allow long-term development in the City's Growth Area and the City still has a challenge to fund and implement that improvement.

Traffic Analysis

DKS has conducted a focused traffic analysis in the vicinity of the East Douglas development projects to assist with determining the need and phasing of roadway segment and intersection improvements, including the Threshold Improvements, at an increased development level of 8,217 residential units. Roadway segment analysis was conducted for selected portions of Douglas Road, Jackson Road, and Sunrise Boulevard. Intersection analysis was performed for the following intersections:

- Sunrise Boulevard & White Rock Road
- Sunrise Boulevard & International Drive
- Sunrise Boulevard & Douglas Road
- Sunrise Boulevard & Chrysanthy Boulevard
- Sunrise Boulevard & Kiefer Boulevard
- Sunrise Boulevard & Jackson Road
- Grant Line Road & Douglas Road

There are currently approximately 3,000 dwelling units in the project that are captured in "existing conditions" traffic count data. This study of an 8,217 dwelling unit scenario represents an increase in approximately 5,217 units)

Existing Conditions

Traffic counts were conducted at the study intersections in May 2013, as part of the Jackson Corridor Joint Traffic Impact Study. A level of service analysis, using Highway Capacity Manual (HCM) 2010 methods, is summarized in Table 1. Currently all intersections operate at an acceptable level of service today in both the AM and PM peak hours, with the exception of Sunrise Boulevard and Jackson Road (which operates at LOS "E" in the AM peak hour). Synchro LOS calculations are provided in Appendix A.

24-hour tube counts (taken in 15 minute intervals) were conducted in May 2013, also as part of the Jackson Corridor Joint Traffic Impact Study. A level of service analysis, using planning level of service criteria for roadway segments, is shown in Table 2. Currently all roadway segments operate at an acceptable level of service today, with the exception of Sunrise Boulevard between US-50 and Trade Center Drive, and between Kiefer Boulevard and Jackson Road.

Existing Plus Project Conditions

To prepare traffic forecasts, DKS refined the roadway network in the SACMET regional travel demand model to a higher level of detail. The model was employed to track the number of vehicles making each turning movement (left, through, right) at each intersection approach, for both the existing and existing plus project model runs. The growth in each turning movement (whether positive or negative) between the existing and the existing plus project scenarios was calculated, and added to the existing count to develop a forecast. These forecasted volumes were then imported into Synchro to conduct a level of service analysis (see Appendix for Synchro LOS calculations), which is shown in Table 1. The 8,217 DU scenario would trigger impacts to the following intersections in the AM peak hour:



- Sunrise Boulevard and Douglas Road
- Grant Line Road and Douglas Road

Similar to the “growth increment” approach used in the intersection analysis, the change in volume on each roadway segment between “existing” and “existing plus project” was calculated and then added to an existing count. The level of service analysis in Table 2 indicates that the 8,217 DU scenario would trigger impacts to the following segments

- Douglas Road between Rancho Cordova Parkway and Americanos Boulevard
- Sunrise Boulevard between Kiefer Boulevard and Jackson Road

Recommended Intersection Mitigations

Grant Line Road/Douglas Road Intersection

The recommended mitigation measure for the impact at the Grant Line Road/Douglas Road intersection is as follows:

- Replace the all-way stop control (AWSC) with a traffic signal
- Widen the southbound approach to provide one through lane and a right turn pocket
- Widen the northbound approach to provide one through lane and a left turn pocket
- Widen the eastbound approach to provide for separate left and right turn lanes

This would improve operations from LOS “E” to LOS “B” in the AM peak hour.

Sunrise Boulevard/Douglas Road Intersection

The ultimate mitigation to relieve congestion along Sunrise Boulevard will be the construction of Rancho Cordova Parkway from a new US-50 interchange to White Rock Road, followed by its extension to Douglas Road. Before Rancho Cordova Parkway is constructed, development in Sunridge Specific Plan is expected to primarily access employment centers and the freeway through the intersection of Sunrise Boulevard and Douglas Road. In the morning much of this traffic would be making a right turn from westbound Douglas Boulevard onto northbound Sunrise Boulevard. This movement conflicts with the heavy amount of northbound traffic on Sunrise Boulevard flowing through this intersection, which will cause significant delays.

In the interim condition, prior to the extension of Rancho Cordova Parkway north of Douglas Boulevard, the City may consider partially or fully mitigating this impact as follows:

- Partial mitigation from LOS “F” to LOS “E” may be achieved by providing dual westbound right turn lanes, **or** providing a right turn overlap phase (with a green right turn arrow) while southbound left vehicles are going.
- Full mitigation from LOS “F” to LOS “D” may be achieved by providing **both** dual westbound right turn lanes **and** westbound right turn overlap phasing.

Table 1: Intersection Levels of Service													
Intersection		AM Peak Hour						PM Peak Hour					
		Existing Conditions (3,000 DU)			Existing Plus Project (8,217 DU)			Existing Conditions (3,000 DU)			Existing Plus Project (8,217 DU)		
		Control	LOS	Delay (s/veh)	Control	LOS	Delay (s/veh)	Control	LOS	Delay (s/veh)	Control	LOS	Delay (s/veh)
65	Sunrise Boulevard & White Rock Road	Signal	D	47.8	Signal	D	53.2	Signal	D	51.6	Signal	D	54.0
66	Sunrise Boulevard & International Drive/Monier Circle	Signal	D	47.8	Signal	D	54.1	Signal	D	45.8	Signal	D	53.1
67	Sunrise Boulevard & Douglas Road	Signal	D	51.7	Signal	F	109.2	Signal	D	46.5	Signal	D	54.8
68	Sunrise Boulevard & Chrysanthy Boulevard	Signal	C	27.0	Signal	D	40.8	Signal	C	21.0	Signal	C	25.4
69	Sunrise Boulevard & Kiefer Boulevard	Signal	D	53.6	Signal	D	53.1	Signal	C	27.0	Signal	C	26.3
70	Sunrise Boulevard & Jackson Road	Signal	E	57.0	Signal	E	55.8	Signal	D	47.2	Signal	D	51.9
78	Grant Line Road & Douglas Road	All-way stop	C	15.2	All-way stop	E	42.8	All-way stop	B	12.3	All-way stop	C	23.1
Note: Bold values represent unacceptable levels of service. Red shaded values indicate project impacts.													

Table 2: Roadway Segment Levels of Service												
Roadway Segment	From	To	Existing (3,000 DU)					Existing Plus Project (8,217 DU)				
			Travel Lanes	Facility Type ¹	Daily Volume	V/C Ratio	LOS	Travel Lanes	Facility Type ¹	Daily Volume	V/C Ratio	LOS
Douglas Rd	Mather Blvd	Zinfandel Dr	2	Arterial M	6,635	0.37	A	2	Arterial M	9,780	0.54	A
Douglas Rd	Zinfandel Dr	Sunrise Blvd	2	Arterial M	8,369	0.46	A	2	Arterial M	13,050	0.73	C
Douglas Rd	Sunrise Blvd	Rancho Cordova Pkwy	5	Arterial M	3,674	0.10	A	5	Arterial M	19,600	0.54	A
Douglas Rd	Rancho Cordova Pkwy	Americanos Blvd	2	Arterial M	3,674	0.20	A	2	Arterial M	17,310	0.96	E
Douglas Rd	Americanos Blvd	Grant Line Rd	2	Arterial M	3,674	0.20	A	2	Arterial M	8,770	0.49	A
Jackson Rd	Bradshaw Rd	Excelsior Rd	2	Rural Hwy	13,030	0.57	D	2	Rural Hwy	13,760	0.60	E
Jackson Rd	Excelsior Rd	Eagles Nest Rd	2	Rural Hwy	10,478	0.46	D	2	Rural Hwy	11,410	0.50	D
Jackson Rd	Eagles Nest Rd	Sunrise Blvd	2	Rural Hwy	9,976	0.44	D	2	Rural Hwy	10,590	0.46	D
Jackson Rd	Sunrise Blvd	Grant Line Rd	2	Rural Hwy	13,306	0.58	D	2	Rural Hwy	13,640	0.60	E
Sunrise Blvd	US-50	Folsom Blvd	6	Arterial M	54,500	1.01	F	6	Arterial M	55,300	1.02	F
Sunrise Blvd	Folsom Blvd	Trade Center Dr	6	Arterial M	49,500	0.92	E	6	Arterial M	51,510	0.95	E
Sunrise Blvd	Trade Center Dr	White Rock Rd	6	Arterial M	34,571	0.64	B	6	Arterial M	38,130	0.71	C
Sunrise Blvd	White Rock Rd	Douglas Rd	6	Arterial M	25,811	0.48	A	6	Arterial M	37,740	0.70	B
Sunrise Blvd	Douglas Rd	Kiefer Blvd	5	Arterial M	21,878	0.61	B	5	Arterial M	23,250	0.65	B
Sunrise Blvd	Kiefer Blvd	Jackson Rd	2	Arterial M	16,894	0.94	E	2	Arterial M	17,750	0.99	E
Sunrise Blvd	Jackson Rd	Florin Rd	2	Rural S	11,181	0.56	D	2	Rural S	11,630	0.58	D
Sunrise Blvd	Florin Rd	Grant Line Rd	2	Rural S	7,752	0.39	D	2	Rural S	7,720	0.39	D

Note: **Bold** values reflect unacceptable level of service. **Red shaded** values indicate project impacts.

¹ The following classifications are used to determine daily roadway capacity:

- Arterial M - Arterial, Moderate Access Control,
- Rural Hwy - Rural 2-lane Highway
- Rural S - Rural 2-lane Road, 24'-36' of pavement, Paved Shoulders



With the right-turn signal overlap, southbound U-turns should be prohibited at this intersection. The volume of southbound U-turns is currently very low and could be provided about 1,000 feet south at the Herodian Drive/Sunrise Boulevard intersection. The dual right-turn lane would increase the distance for pedestrians to cross Douglas Road but are currently a limited number of pedestrians at this intersection. However, the number of southbound U-turns and pedestrians at this intersection will eventually change once the latter phases of the Rio del Oro project are developed on the north side of Douglas Road.

Once Rancho Cordova Parkway is constructed (providing the ultimate LOS mitigation for the Douglas Road/Sunrise Boulevard intersection), the westbound right-turn overlap should be removed and the City could consider removing the second westbound right turn lane.

Recommended Roadway Segment Mitigations

Douglas Road from Rancho Cordova Parkway to Americanos Boulevard

The recommended mitigation measure is widening this segment of Douglas Road from 2 to 4 lanes. This will improve operations from LOS "E" to LOS "A".

Sunrise Boulevard from Kiefer Boulevard to Jackson Road

The recommended mitigation measure is widening this segment of Sunrise Boulevard from 2 to 4 lanes. This will improve operations from LOS "E" to LOS "A".

Potential Implementation Strategy

DKS' analysis determined that a higher level of development (8,217 dwelling units) will trigger impacts to the following intersections and roadway segments:

- Grant Line Road & Douglas Road (a.m. peak hour)
- Sunrise Boulevard & Douglas Road (a.m. peak hour)
- Douglas Road from Rancho Cordova Parkway to Americanos Boulevard
- Sunrise Boulevard from Kiefer Boulevard to Jackson Road

Improvements have been identified for each of these four significant impacts that will result in the intersection and roadway segments operating at acceptable levels. Based on discussions with City staff, these improvements could be implemented as follows:

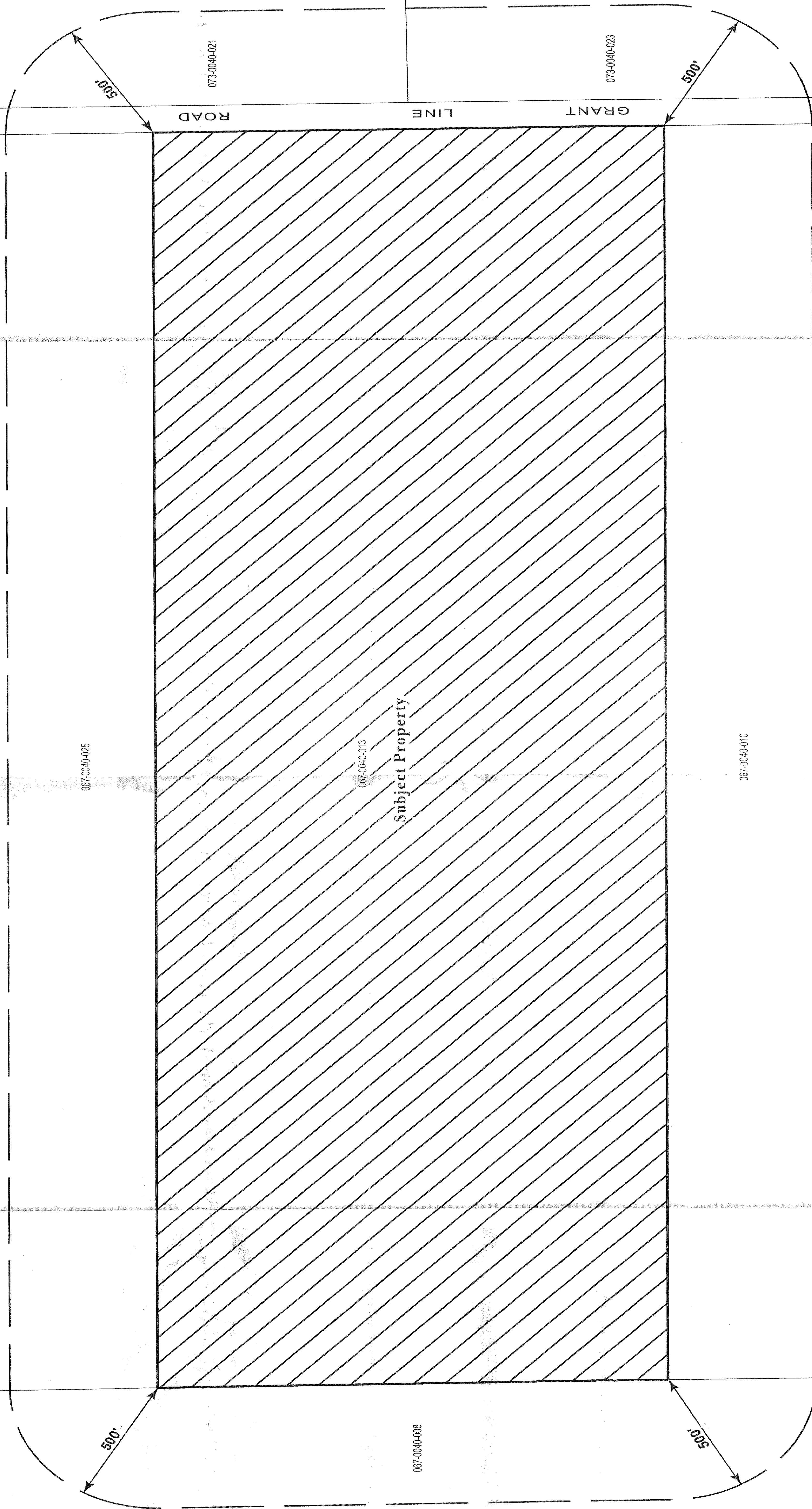
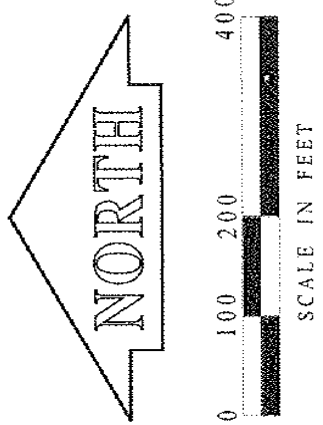
1. Grant Line Road & Douglas Road intersection: The impact at this intersection will be addressed by City's planned near-term improvement that will install a traffic signal and provide separate left-turn and/or right-turn lanes on all three intersection approaches. That improvement has been designed and is funded through a Caltrans grant and a supplemental fee from developments in the Sunridge Specific Plan will be used as needed. This planned improvement is expected to be implemented in a timely manner
2. Sunrise Boulevard and Douglas Road intersection: This impact is caused by an interim condition (prior to Rancho Cordova Parkway extension) of heavy westbound right turns during the AM peak hour. The improvement would provide a westbound dual right turn lanes and/or overlap phasing to temporarily result in the intersection operating in an acceptable manner. This improvement is expected to be implemented in a timely manner with funding from a supplemental fee on developments in the Sunridge Specific Plan.



3. Douglas Road from Rancho Cordova Parkway to Americanos Boulevard: This roadway segment impact would be addressed by widening the roadway from 2 to 4 lanes. The North Douglas development has a condition of approval to widen this section of roadway when their development exceeds 330 dwelling units (out of a total of 660 dwelling units). If this widening is not constructed by the North Douglas development before traffic generated by other development warrants the widening of this segment of Douglas Road to 4 lanes, then the improvement will be built in a timely manner with funding from various mechanisms, including a supplemental fee from developments in the Sunridge Specific Plan.
4. Sunrise Boulevard from Kiefer Boulevard to Jackson Road: This roadway segment impact would be addressed by widening the roadway from 2 to 4 lanes. The City has identified this as a “Core Improvement” since 1) volume increases from many of the proposed new developments in the City near Sunrise Boulevard will trigger its need and 2) it is needed in the near term. The implementation for the “Core Improvements” and their funding will come from the various funding mechanisms, including a supplemental fee from developments in the Sunridge Specific Plan. With these funding mechanisms, the City expects the Core Improvements to be implemented, including widening Sunrise Boulevard from Kiefer Boulevard to Jackson Road to 4 lanes, in a timely manner.

500 FT. RADIUS MAP

APN 067-0040-013
October 2, 2013



067-0040-013
ARISTA DEL SOL JCP LLC
2020 L ST
SACRAMENTO CA 95811

067-0040-008
K HOVNANIAN AT JAEGER RANCH LLC
1375 EXPOSITION BLVD 300
SACRAMENTO CA 95815

067-0040-010
GRANTLINE & CHRYSANTHY 220
INVESTORS LLC
5524 FAIR OAKS BLVD
CARMICHAEL CA 95608

067-0040-025
ARI 208 LLC
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826

073-0040-021
CONVY LLC
5241 ARNOLD AVE
MCCLELLAN CA 95652

073-0040-023
CORDOVA HILLS LLC
5241 ARNOLD AVE
MCCLELLAN CA 95652

WOOD RODGERS
3301 C ST BLDG 100-B
SACRAMENTO CA 95816

September 2, 2014

SENT VIA E-MAIL

Paul Junker and Cyrus Abhar
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Arista del Sol (RC-04-04-077/SAC200400129)

Mr. Junker and Mr. Abhar,

The Sacramento Metropolitan Air Quality Management District (SMAQMD) thanks the City of Rancho Cordova for the opportunity to evaluate the Arista del Sol rezone and subdivision map amendments, to be heard at City Council on September 2, 2014. We offer the following comments.

The proposed project reduces units from 905 single family lots to 740 single family lots. This reduces density per acre, even after considering the wetland preserve addition. Multiple SunRidge map amendments that reduce density have been submitted in recent months, in addition to this project. Reduced density is associated with higher vehicle miles traveled, and reduced pedestrian access and mobility. Cumulative reductions in density could seriously compromise the area's walkability and specific plan vision for pedestrian oriented neighborhoods, and result in vehicle miles traveled above those projected in the environmental document traffic study. If this seeming trend of reducing project level residential density continues, it could potentially undermine the basis for the SunRidge air quality mitigation plan's (AQMP's) finding of technical adequacy.

According to the staff report, further environmental review is not required for the project. The attached "CEQA Addendum" analyzes project motor vehicle accommodation. Please note that the Governor's Office of Planning and Research has proposed guidelines to update CEQA transportation impacts analysis. Analysis criteria in the proposed guidelines include vehicle miles traveled per capita, pedestrian / bicycle connectivity and other considerations. Under the guidelines, a project vehicle miles traveled that is greater than the regional average for the land use type may indicate a

significant impact. The criteria would specifically apply to projects located within one-half mile of major transit stops or high quality transit corridors. Please note that reduced densities could seriously compromise the project's ability to accommodate future transit.

Americanos Boulevard / Circulation

Cross-sections for Americanos Boulevard depict portions where there is no sidewalk / trail along the community park frontage. Cross-sections for Chrysanthy also show sidewalk only on one side. A complete street with active transportation infrastructure on both sides of the streets will support the SunRidge Specific Plan's concept of walkable neighborhoods organized around activity centers including parks and neighborhood commercial centers. The SunRidge Specific Plan street cross-sections show 6-foot sidewalks on both sides of collector and arterial streets.

Additionally, Sunridge's AQMP requires a clean-fuel transit shuttle system. Providing frontage on both sides of Americanos Boulevard would give transit planners the greatest flexibility to maximize ridership. Transit stops cannot be located where no sidewalk improvements exist, due to Americans with Disabilities Act (ADA) requirements. Transit service is often organized to accommodate round-trips, and this usually requires improvements on both sides of transit route streets.

Further, improvements adjacent to the wetlands preserve have strong potential to be a pedestrian asset, even when development is located on the other side of the street. The Folsom Boulevard Streetscape project experiences high pedestrian traffic along the railroad tracks and across the street from major destinations, demonstrating that well-designed pedestrian infrastructure can experience high use even when it is across the street from destinations. The Folsom Boulevard Streetscape project demonstrates the demand for complete active transportation infrastructure, and we encourage the City to continue to accommodate this demand.

Related to circulation, the wetland preserve limits connectivity to Grant Line Road. We understand from staff communications that additional connectivity will be provided to Grant Line Road in subdivisions to the north of the project, where they are not limited by the wetland preserve. Maintaining connectivity through to Grant Line Road will support the AQMP connectivity mitigation measure.

Finally, please remember that adding cul-de-sacs to subdivisions will impact compliance with the AQMP pedestrian connectivity mitigation measure. If the cul-de-sac development pattern continues, the project could be out of compliance with the AQMP connectivity mitigation measure.

General Comments

All projects are subject to SMAQMD rules and regulations in effect at the time of construction. The attached document describes SMAQMD Rules which may apply to this project whether the air quality impacts are determined to be significant or not.

The SMAQMD thanks the City of Rancho Cordova for the opportunity to comment on this project. If you have additional questions or require further assistance, please contact me at mwright@airquality.org or 916-874-4207

Sincerely,

A handwritten signature in cursive script that reads "Molly Wright". The signature is written in dark ink and is positioned below the word "Sincerely,".

Molly Wright
Air Quality Planner / Analyst

Cc: Larry Greene, Air Pollution Control Officer, SMAQMD
Larry Robinson, Program Coordinator, SMAQMD

SMAQMD Rules & Regulations Statement (revised 3/12)

*The following statement is recommended as standard condition of approval or construction document language for **all** development projects within the Sacramento Metropolitan Air Quality Management District (SMAQMD):*

All projects are subject to SMAQMD rules in effect at the time of construction. A complete listing of current rules is available at www.airquality.org or by calling 916.874.4800. Specific rules that may relate to construction activities or building design may include, but are not limited to:

Rule 201: General Permit Requirements. Any project that includes the use of equipment capable of releasing emissions to the atmosphere may require permit(s) from SMAQMD prior to equipment operation. The applicant, developer, or operator of a project that includes an emergency generator, boiler, or heater should contact the SMAQMD early to determine if a permit is required, and to begin the permit application process. Portable construction equipment (e.g. generators, compressors, pile drivers, lighting equipment, etc.) with an internal combustion engine over 50 horsepower are required to have a SMAQMD permit or a California Air Resources Board portable equipment registration. Other general types of uses that require a permit include, but are not limited to dry cleaners, gasoline stations, spray booths, and operations that generate airborne particulate emissions.

Rule 403: Fugitive Dust. The developer or contractor is required to control dust emissions from earth moving activities, storage or any other construction activity to prevent airborne dust from leaving the project site.

Rule 414: Water Heaters, Boilers and Process Heaters Rated Less Than 1,000,000 BTU PER Hour. The developer or contractor is required to install water heaters (including residence water heaters), boilers or process heaters that comply with the emission limits specified in the rule.

Rule 417: Wood Burning Appliances. This rule prohibits the installation of any new, permanently installed, indoor or outdoor, uncontrolled fireplaces in new or existing developments.

Rule 442: Architectural Coatings. The developer or contractor is required to use coatings that comply with the volatile organic compound content limits specified in the rule.

Rule 460: Adhesives and Sealants. The developer or contractor is required to use adhesives and sealants that comply with the volatile organic compound content limits specified in the rule.

Rule 902: Asbestos. The developer or contractor is required to notify SMAQMD of any regulated renovation or demolition activity. Rule 902 contains specific requirements for surveying, notification, removal, and disposal of asbestos containing material.

Naturally Occurring Asbestos: The developer or contractor is required to notify SMAQMD of earth moving projects, greater than 1 acre in size in areas "Moderately Likely to Contain Asbestos" within eastern Sacramento County. Asbestos Airborne Toxic Control Measures, Section 93105 & 93106 contain specific requirements for surveying, notification, and handling soil that contains naturally occurring asbestos.

Conditions of Approval and MMRP

Supplemental 10.1
EXHIBIT 2C

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project approval is for a Rezone, Development Agreement Amendment, a Large Lot Tentative Subdivision Map and a Small Lot Tentative Subdivision Map for 740 lots in the RD-5, 7 and 10 residential designations. A 6.6 acre commercial site/detention basin is located at the northwest corner of Americanos Blvd and Chrysanthi Blvd. A 10.5 acre portion of the Community Park is provided, along with a 2.2 Acre Neighborhood Green. The project includes 53.5 acres of wetland preserve, 2.0 acres of open space. Based in part on traffic analyses completed during this application, the zoning conditions and mitigation measures applicable to the Sunridge Specific Plan for offsite traffic improvements tied to a traffic threshold cap will be satisfied through the payment of the Supplemental Traffic Fee as described in the Amended Development Agreement.	On-Going.	Planning	
2.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), or unless extended by the terms of the Development Agreement.	Three years, commencing with the date of approval.	Planning	
3.	Applicant/Developer shall hold harmless the City, its Council Members, its 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/Developer further agrees to provide a defense for the City in any such action.	On-Going.	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
4.	Applicant/Developer 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	
5.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going.	Planning	
6.	This action does not relieve the applicant/developer of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
7.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
8.	Applicant/Developer shall submit payment as needed for Plan Review/ Plan Check Fees required by the Cordova Recreation and Parks District (CRPD).	On-Going	CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
9.	Applicant and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be a responsibility of successors in interest in future land transfers, and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete.	On-Going	SASD	
	Prior to Grading or Improvement Plan Approval.			
10.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to issuance of Improvement Plans, grading permit, or recordation of any map.	Planning	
11.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City of Rancho Cordova shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or	During initial site development, grading or brush clearing.	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures. Mitigation Measure			
12.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by SCWA; b) Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and c) Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a <i>Notice to Proceed</i> has been issued. Mitigation Measure	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	Public Works	
13.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls. Mitigation Measure	Prior to issuance of Improvement Plans or grading permit.	Planning	
14.	All work within the project, regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all	Prior to any ground disturbance.	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Deductions of Irrevocable Offers of Dedication are exempt from this requirement. Mitigation Measure			
15.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted. Mitigation Measure	Prior to issuance of Improvement Plans or Final Map, whichever comes first.	Planning	
16.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters. Mitigation Measure.	Prior to Improvement Plans.	Water Resources	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
17.	Connection to the SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.	Prior to Issuance of Improvement Plans	SASD	
18.	Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Issuance of Improvement Plans	SASD	
19.	In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required. Sewer infrastructure shall be constructed as per the approved sewer study.	Prior to Issuance of Improvement Plans	SASD	
20.	SASD shall require an approved Subdivision Level (Level 3) sewer study prior to recordation of Final Map or submittal of Improvement Plans for plan check to SASD, whichever comes first. The study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject project and other upstream areas and shall be done in accordance with the SASD's most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-shift" basis unless approved by SASD in advance and in compliance with the SASD Design Standards.	Prior to issuance of Improvement Plans or Final Map, whichever comes first	SASD	
21.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
22.	Provide drainage easements to the City of Rancho Cordova, install facilities pursuant to the Rancho Cordova Floodplain Management	Prior to issuance of Improvement Plans	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Ordinance, Sacramento County Water Agency Code (SCWA), and City of Rancho Cordova Improvement Standards, and pay any fee required by the SCWA Code. Final geometry and alignments of drainage facilities will be finalized based on subsequent analysis and engineering performed by the applicant to the satisfaction of the City of Rancho Cordova. Any SCWA funding is contingent upon a need by SCWA, pursuant to Title 2 of the SCWA Code. All drainage studies are subject to alternative analyses.			
23.	Minimum pad/floor elevations shall be required pursuant to the Sacramento County and City of Rancho Cordova Floodplain Management Ordinance.	Prior to issuance of Improvement Plans	Public Works	
24.	A Notice of Intent (NOI) must be filed with the State Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project. Mitigation Measure	Prior to issuance of Improvement Plans	Public Works	
25.	Applicant shall prepare improvement plans and construct or bond for the dedicated landscape corridors, trails and other open space facilities, according to the approved tentative map, and to the satisfaction of the City Engineer. The following specifications shall be applied to trails in the project: - Trails must be located above the 10-year flood plain. - Open fencing shall be required along all open space, drainage corridors and parkways, constructed in accordance with plans and specifications approved by the	Prior to the issuance of Improvement Plans or final map for the phase in which the improvement(s) are located, whichever comes first.	Public Works/Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	City of Rancho Cordova, unless otherwise specified in these conditions. Provide a striped pedestrian crossing for the trail system when it crosses a public right-of-way. Developer shall install all required signage for the trail.			
26.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by CRPD must be prepared by a licensed landscape architect with necessary sub-consultants mutually acceptable to CRPD and the Applicant/Developer. The responsible landscape architect in charge will be retained throughout the construction process to review the construction and attend construction meetings on a weekly basis. The responsible architect in charge will be required to authorize changes to the approved plans in coordination with CRPD. The Applicant/Developer will require the responsible landscape architect in charge and the appropriate sub-consultants to provide as-constructed plans and certify that the project has been constructed per the approved plan and subsequent approved changes to the plans.	Prior to the issuance of Improvement Plans for the phase in which the improvement(s) are located	CRPD	
27.	Applicant/Developer shall plan for adequate drainage facilities to the boundary of the park site at a depth sufficient to accept all drainage requirements for the improved park site. CRPD and the City of Rancho Cordova shall review and approve the public improvement plans for the street frontages and utilities adjacent to a park site prior to installation.	Prior to the issuance of Improvement Plans or Final Map	Public Works/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
28.	Provide utility stubs into the Community Park Site for electricity, water, drainage, and sewer on Improvement Plans. A natural gas stub shall be provided on large neighborhood park sites, the Community Park site, and where otherwise specified by CRPD. CRPD shall give written approval for all locations of utility service points of connection on all land to be dedicated or maintained by CRPD, prior to approval of infrastructure construction documents. While typical Public Utility Easements and underground utility easements can be located on park property, non-park related utility service cabinets, pedestals, or other above ground structures shall not be located on land to be dedicated for park purposes. CRPD shall pay any applicable fees in a timely manner associated with the stubbing of utility services to the park site.	Prior to issuance of Improvement Plans for the phase in which the park is located	Public Works/CRPD	
29.	Applicant/Developer shall rough grade the park site pursuant to the grading plans and specifications approved by the Public Works Department and CRPD. Park site shall be graded to drain. Rough grading to provide for uniformly graded site with no more than 2 foot grade change adjacent to edge of site. At no time subsequent to the rough grading will the developer use the site for a staging area, a disposal site during construction or ANY soil stockpiling without the written approval of CRPD. All park sites shall be brought to a MINIMUM SOIL CONDITION prior to turnover to CRPD. This includes screening of all cobble, tilling of clay, and removal of all other deleterious material, bringing the site to a minimum acceptable condition prior to the actual soil preparation as follows:	Prior to final inspection of the rough grading plan	Public Works/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>																				
	1. The soil depth shall be a minimum 18" inches of fertile, friable topsoil. Topsoil shall be free from foreign materials, including oil, herbicides, or chemical substances. 2. The soil shall contain no more than 10% of cobble 2' <u>inches</u> or greater in diameter. This may be achieved either by screening or by importing of fill. 3. The topsoil shall be uniform in texture and possess the following characteristics: <table><tr><td>a. Reaction (pH) saturated paste</td><td>6.0-7.6</td></tr><tr><td>b. Salinity (EC_edS/m) saturation exact</td><td><3.0</td></tr><tr><td>c. Sodium adsorption ratio (SAR)</td><td><6.0</td></tr><tr><td>d. Boron in saturation exact, ppm</td><td><1.0</td></tr></table> <u>TEXTURE</u> <table><tr><td>Particle Size</td><td>USDA Sieve Size</td><td>Objective – % Passing</td></tr><tr><td>Gravel</td><td>2.0</td><td>>95%</td></tr><tr><td>Course sands</td><td>0.5</td><td>>75%</td></tr><tr><td>Silt plus clay</td><td>0.05*</td><td><35%</td></tr></table> *Use Hydrometer method Verification for conformance with topsoil parameters shall be provided via a fertility, agricultural suitability and partial size soil test. <u>During implementation, CRPD will approve the minimum soil conditions as specified above or as otherwise approved by the District.</u> All applicable costs and fees of grading and soil preparation shall be paid as provided in the Park Development Agreement.	a. Reaction (pH) saturated paste	6.0-7.6	b. Salinity (EC _e dS/m) saturation exact	<3.0	c. Sodium adsorption ratio (SAR)	<6.0	d. Boron in saturation exact, ppm	<1.0	Particle Size	USDA Sieve Size	Objective – % Passing	Gravel	2.0	>95%	Course sands	0.5	>75%	Silt plus clay	0.05*	<35%			
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	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
30.	Potable water service will be provided by the Sacramento County Water Agency (SCWA). Provide separate public water service to each parcel or building. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by SCWA prior to Improvement Plan approval or Final map Approval.	Prior to Improvement Plans or Final Map, whichever comes first	SCWA	
31.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction.	Prior to the issuance of Improvement Plans/Abandonment shall be completed prior to Issuance of first Building Permit in phase where well is located	SCWA	
Prior to Recordation of a Final Maps				
32.	Complete and implement a master drainage study for the project, with approval from the Public Works Department.	Prior to recordation of the First Final Map for the project	Public Works	
33.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recordation of Large Lot Map	Public Works	
34.	Dedicate the right-of-way for Americanos Blvd. and Chrysanthy Blvd., within the project boundary, pursuant to City of Rancho Cordova Improvement Standards.	Prior to recordation of Large Lot Map	Public Works	
35.	Property Owner/Applicant shall participate in or provide a funding	Prior to recordation	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City of Rancho Cordova's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	of the First Final Map		
36.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of the Sacramento Municipal Utility District (SMUD), for underground facilities and appurtenances adjacent to all public street rights-of-way for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City of Rancho Cordova. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City of Rancho Cordova. Developer shall work with all utilities and the City of Rancho Cordova to determine the best locations for all utilities, to the satisfaction of the City Engineer.	Prior to recordation of Large Lot Map and Small Lot Subdivision Maps	Public Works	
37.	Dedicate the right-of-way and drainage improvements on Grant Line Road.	Prior to recordation of Large Lot Map	Public Works	
38.	Dedicate the right of way for Americanos Blvd. and Chrysanthly Blvd., within the project boundary, based on the designed width	Prior to recordation of Large Lot Map	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	shown on the final map, and install or bond for public street improvements pursuant to City of Rancho Cordova Improvement Standards, to the satisfaction of the City Engineer. Developer shall install or bond for the "first phase" of Americanos Blvd. and Chrysanthy Blvd. improvements as shown on the approved Phasing Plan cross sections.			
39.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City of Rancho Cordova's Stormwater Utility User Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the projects stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	Prior to recordation of the first Final Map	Public Works	
40.	To ensure that sufficient space is provided within the major roadway system to accommodate the future pipelines associated with regional facilities, water pipeline easements shall be provided by the developer that are acceptable to SCWA and City of Rancho Cordova, and/or reservation of space within the project's roadways for future pipelines shall be provided.	Prior to recordation of Final Map where roadways are located	SCWA	
41.	Sewer easements may be required. If required, all sewer easements shall be dedicated to SASD, in a form approved by the SASD District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation	Prior to recordation of the Small lot Subdivision Map	SASD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	and maintenance. SASD will provide maintenance only in public rights-of-way and in easements dedicated to SASD.			
42.	Developing this property will require payment of sewer impact fees to both SASD and Sacramento Regional County Sanitation District (SRCSD), in accordance with each district's ordinances.	Prior to recordation of Small Lot Subdivision Map	SASD	
43.	All real property dedicated to CRPD for parks, or open space shall be zoned "O".	Prior to recordation of Small Lot Subdivision Map in phase where Park is located	CRPD	
44.	Owner/Applicant/Developer shall work with CRPD to provide a fair share funding mechanism for maintenance of all lands being dedicated to CRPD including Neighborhood Green, park landscaping, and other associated facilities. All costs associated with setting up the CFD or annexation shall be borne by the Property Owner/Applicant.	Prior to recordation of any Small Lot subdivision Map	CRPD	
45.	Provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to Sacramento County Water Agency (SCWA). Easements shall be reviewed and approved by SCWA prior to Improvement Plan approval or Final map Approval.	Prior to Improvement Plans or Final Map, whichever comes first	SCWA	
46.	Dedicate the Landscape Corridors, adjacent to Americanos Blvd., and Chrysanthly Blvd., as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to recordation of the Small Lot Subdivision map for the phase which contains the corridors.	SMUD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
47.	Dedicate to the City all the right-of-ways as shown on the Tentative Map and install or bond for public street improvements, consistent with the City adopted cross sections to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
48.	Wetland Preserve Lots F & E shall have a maintenance entity established and financing plan approved by the Public Works and Planning Directors.	Prior to Recordation of the Small Lot Subdivision Map	Public Works/ Planning	
49.	Each final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to recordation of Subdivision Map for each phase	Public Works	
50.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the City of Rancho Cordova Improvement Standards.	Prior to recordation of each final Small Lot Subdivision Map	Public Works	
51.	Provide drainage easements and install or bond for facilities, including any fee, to the satisfaction of the City.	Prior to recordation of final Small Lot Subdivision Map where easements and/or facilities are located	Public Works	
52.	Dedicate land through an irrevocable deed of dedication or pay in lieu fees, or both for park purposes, as required and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code , or as stipulated in the Development Agreement for the project. Utility easements on park property must be approved prior to CRPD	Prior to recordation of Subdivision Map	CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	acceptance. Any structures, walls, fences, wells, storage tanks, other items or encumbrances inhibiting Quimby park use and/or development must be approved by the CRPD.			
53.	Applicant/Developer shall deliver to the City a certificate from CRPD stating that the required Development Application Fee has been paid and the Park Development Agreement has been executed.	Prior to recordation of first Small Lot Final Subdivision Map	Planning	
54.	Applicant/Developer shall record a "Notice of Active Recreational Park Use" in a form approved by CRPD, which encumbers all lots within 1000 feet of any park site.	Prior to recordation of each Small Lot Final Subdivision Map	Planning/ CRPD	
	Prior to the Issuance of Building Permits			
55.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to, all streets, water, sewer, storm drain, recycled water, lighting, signage and striping, and other associated facilities for all streets and other public areas depicted on the tentative map or tentative map phase. Number, size, and location of driveways are subject to approval by the Public Works Department. Prior to acceptance of the improvements, as-built grading and improvement plans, as well as a compact disc containing these plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public works Department.	Prior to issuance of the first building permit within each phase	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
56.	Prior to issuance of the first building permit within a phase: A contract shall be let and construction shall be undertaken for all streets and improvements shown on the Phasing Plan and all streets necessary for access to the proposed homes to the satisfaction of the Public Works Department. Prior to occupancy within a phase: all streets and improvements shown on the Phasing Plan shall be fully constructed and completed to the satisfaction of the City Engineer. Developer shall have the ability to sub-phase each phase with prior approval from the City Engineer. At the discretion of the City Engineer, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy. The structural section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed.	Prior to issuance of the first building permit within each phase	Public Works	
57.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Sacramento Metropolitan Fire District (SMFD), prior to any combustible construction or combustible materials storage on site.	Prior to the issuance of the first building permit	SMFD	
58.	Applicant/Developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the issuance of the first building permit within each phase	Public Works	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
59.	Applicant/Developer shall provide a construction Phasing Plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of the first building permit within each phase.	Public Works	
60.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the SCWA Code.	Prior to issuance of any building permits	SCWA	
61.	Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Prior to issuance of the first building permits	SCWA	
62.	Applicant/Developer shall install signage on all park sites notifying surrounding residential units of future park construction and identifying park amenities. CRPD will have final approval of the sign prior to installation.	Prior to issuance of the first building permit within each phase	CRPD	
63.	Prior to the issuance of building permits, require water intensive commercial and industrial building permit applicants to conduct a water use efficiency review and submit the findings in required environmental documentation for the project.	Prior to issuance of building permits for commercial or industrial structures	SCWA	
64.	Prior to the issuance of building permits for commercial structures require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service.	Prior to issuance of building permits for commercial structures	SCWA	
	Prior to Final Inspection			
65.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted	Prior to final inspection of the first unit	CSD-1	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	for maintenance until the downstream sewer system serving the project is also accepted for maintenance.			
66.	All streets providing access to the homes shall be constructed and accepted for maintenance to the satisfaction of the City Engineer.	Prior to final inspection of the first unit	Public Works	
67.	Improve all the landscaped lots according to the approved plans. Layout of the sidewalk shall be reviewed and approved by the Planning Director. All improvements shall be reviewed and accepted by public works prior to assuming maintenance responsibility.	Prior to final inspection of the first unit	Public Works	
68.	Construct a minimum 6-foot high sound barrier, as measured from the top of curb, according to the designs in the SRSP, along all rear yard lots bordering Chrysanthy Blvd. and Americanos Blvd. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of the Planning Director. All walls shall be constructed utilizing graffiti resistant materials. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback, whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection.	Prior to final inspection of the first unit bordering Chrysanthy Blvd and Americanos Blvd	Planning	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
69.	Construct a combination of open metal and masonry fence along the western edge of the drainage corridor, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of the Planning Director and consistent with the City's Open Space Guidelines. All walls shall be constructed utilizing graffiti resistant materials.	Prior to final inspection of the first unit bordering the western edge of the drainage corridor	Planning	
70.	Applicant/Developer shall construct all necessary street frontage improvements abutting the dedicated park sites per the Park Development Agreement (DA).	Prior to Park Construction or per the Park Development Agreement	Public Works/CRPD	
71.	Where the community park or neighborhood green abuts land uses other than public street frontages and schools, Applicant/Developer shall install a six foot high masonry wall or decorative metal fencing or fencing otherwise approved by CRPD, which will be built to the specifications of CRPD and Planning. The approved wall or fence shall be installed when the park is developed or when the construction on the adjoining lots commences, whichever comes first. The wall or approved fence is to be located on the adjacent owner's property. Accordingly, general maintenance, repair or replacement of the wall or fence shall be the responsibility of the owner, not CRPD. After acceptance of property by CRPD, CRPD will be responsible solely for graffiti removal on the exterior portion of the wall, which faces CRPD, or City of Rancho Cordova property. All walls shall be constructed utilizing graffiti resistant materials.	Prior to issuance of building permit for adjoining lot/lots, or at park construction	Planning/CRPD	

	<u>Timing/ Implementation</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
72.	Zone "O" areas to be transferred to CRPD will otherwise be free and clear of any past or future taxes or assessments; any liens or encumbrances unless otherwise approved by the District; and all easements will be disclosed on the tentative map. Any structures, walls, fences, wells, or storage tanks must be removed in accordance with all applicable laws and regulations prior to the acceptance of any grant deeds or easements.	Prior to time of acceptance of dedication by CRPD	CRPD	
73.	Applicant/Developer shall deliver to the District electronic CAD files of all as-built/as-constructed documents used in the implementation of subdivision park and open space property.	Prior to time of acceptance of dedication by CRPD	CRPD	
74.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials. Wall design and materials shall be subject to City of Rancho Cordova's approval and according to the design standards in the Sunridge Specific Plan. All walls shall be constructed utilizing graffiti resistant materials.	Prior to issuance of Improvement Plans	Public Works/ Planning	
75.	When improvements to landscape corridors and trails are complete and accepted by the City Engineer, the improved property shall be conveyed by a grant deed to the City of Rancho Cordova for ongoing maintenance, operation, repair and replacement. Developer shall be responsible to pay the direct cost associated with the performance of this work until such time as the City of Rancho Cordova incorporates the cost of doing this work into the financing mechanism annual budget and collects the additional tax revenues required to fund the costs of this work.	Prior to the first final inspection within each phase	Public Works/Planning	

Conditions of Approval

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources)

Conditions of Approval

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

