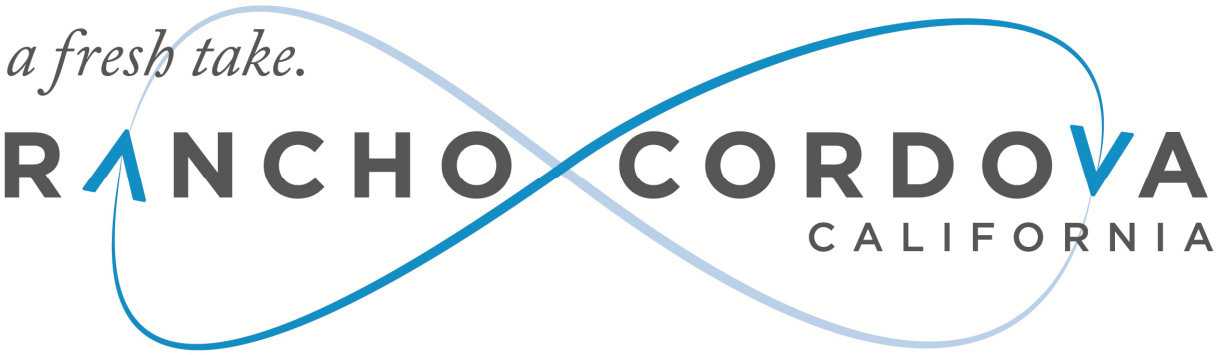
CITY OF RANCHO CORDOVA



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

Monday, December 01, 2014

4:00 PM – Special Meeting
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

Monday, December 01, 2014

4:00 PM – Special Meeting
American River Community Room North

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

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Upcoming Zoning Code Amendments – Process and Schedule Overview.
Recommendation: Consider the project information and provide direction relative to public outreach as appropriate.
Result of Recommended Action: Staff is in the process of preparing various amendments to the Zoning Code that will clarify and enhance the standards and procedures within the Zoning Code, consistent with the scope of work presented herein. This discussion will provide Council direction on the appropriate level of public outreach and Council Study Sessions to be conducted within this update process.

Council. The Zoning Code Amendments are anticipated to be presented for Council action in Spring 2015.
Staff Report: Jessica Jordan, Principal Planner.
Advances Goals: 1, 2, 6.

4. ADJOURNMENT OF STUDY SESSION

Mayor Skoglund will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

A representative from Law Enforcement Chaplaincy will give the invocation.

9. CERTIFICATION OF NOVEMBER 4, 2014 ELECTION

9.1 **Subject:** Certification of the Results of the November 4, 2014 General Municipal Election with Regard to Members of the City Council and One Measure.
Recommendation: Adopt Resolution No. 133-2014.
Result of Recommended Action: Adoption of the Resolution results in the City's compliance with California Elections Code Regulations 10262, 10263, and 10264, which, in part, state that the governing body shall declare the results of each election under its jurisdiction.
Staff Report: Mindy Cuppy, MMC, City Clerk's Department.
Advances Goals: 1,2, 3, 4, 5, 6.

10. SPECIAL CEREMONIES – SWEAR IN COUNCIL MEMBERS

10.1 Swearing-in and Seating of Re-elected Council Members

11. CELEBRATORY BREAK

12. PRESENTATIONS

12.1 2014 Digital Cities Award Presented by Alan Cox on Behalf of the Center for Digital Government.

13. 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.

14. COUNCIL REPORTS

15. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

15.1 **Subject:** Meeting Minutes of November 17, 2014 Regular Meeting.
Recommendation: Adopt Minutes.

15.2 **Subject:** Second Reading of Ordinance No. 27-2014, Amending Title 1, Title 16, and Title 23 of the Municipal Code to Establish Procedures for Imposing Special Assessments and Recording Liens Against Properties with Delinquent Code Enforcement Fees, Charges, Penalties and Related Costs.
Recommendation: Waive the second reading and adopt Ordinance No. 27-2014.
Result of Recommended Action: If approved, this Ordinance will establish procedures for the City to collect delinquent code enforcement fees (including fees for nuisance abatement, rental housing inspections, zoning code enforcement, weed and graffiti abatement) by recording liens and imposing special assessments (tax liens) against properties, allowing the City to be made whole for such costs. This will help shift the cost of enforcement of these laws to those who violate them.
Staff Report: Adam Lindgren, City Attorney's office; Donna Silva, Finance Director; and Kerry Simpson, Neighborhood Services Manager.
Advances Goals: 1,2,3, 5.

15.3 **Subject:** Second Reading of Ordinance No. 28-2014, Approving a Rezone and Development Agreement Amendment for Anatolia IV - Project No. DD8471.
Recommendation: Waive the second reading and adopt Ordinance No. 28-2014.
Result of Recommended Action: Anatolia IV is a previously approved residential development bordered by Chrysanthy Boulevard to the north and Rancho Cordova Parkway to the east within the Sunridge Specific Plan. Approval of the project would allow reconfiguration of the previous approved residential subdivision and removal of the neighborhood park feature, increased residential lot size resulting in overall reduction in units from 203 single family lots to 139 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to address the removal of the park feature 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: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 6.

15.4 **Subject:** Resolution Approving the Extension of the Subdivision Improvement Agreement for Capital Village Phase III.

Recommendation: Approve Resolution No. 139-2014, pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of Capital Village III recorded in Book 364 of Maps, Page 4.
Result of Recommended Action: Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with Beazer Homes Holdings Corp., a Delaware Corporation assuring the completion of the construction of the public roads and utilities.
Staff Report: Cyrus Abhar, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.
Advances Goals: 4, 6.

15.5 **Subject:** Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Stormwater Utility Fee on the North Douglas Project in the City of Rancho Cordova.
Recommendation: Adopt Resolution No. 132-2014, declaring the results of the mail ballot election relating to the imposition of the Stormwater Utility Fee on the North Douglas Project.
Result of Recommended Action: Adoption of the Resolution will declare the results of the tabulation of ballots in connection with the imposition of the annual Stormwater Utility Fee on the North Douglas Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the North Douglas 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.

16. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

17. PUBLIC HEARING ITEMS

17.1 **Subject:** SunRidge General Commercial Overlay Zoning District. Item continued from August 18, 2014 Regular City Council Meeting.
Recommendation: Consider options and provide direction for establishing a SunRidge General Commercial Overlay District to regulate various uses upon SunRidge General Commercial properties.
Result of Recommended Action: Council direction would allow staff to prepare action documents to establish a SunRidge General Commercial Overlay District that would affect General Commercial zoned properties south of Douglas Road within the SunRidge Specific Plan area. This new Overlay District would change the allowed uses within such properties. Specifically, some uses would not be permitted or would require a discretionary permit within these parcels. This item would return to Council at a subsequent meeting for formal action.
Staff Report: Paul Junker, Planning Director.
Advances Goals: 1, 2, 5, 6.

17.2 **Subject:** Point East Hotel and Event Center Conditional Use Permit, Design Review, and Adjustment; Project No. DD8533 - Located at 11212 Point East Drive.
Recommendation: Adopt Resolution 135-2014.
Result of Recommended Action: Adoption of Resolution No. 135-2014 would allow construction of a new four-story 53,600 square foot 89-room extended stay hotel, new

5,890 square foot event center, outdoor seating, new parking and landscaping on an undeveloped section of an parcel at the northeast corner of Point East Drive and Folsom Boulevard.
Staff Report: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 5, 6.

17.3 **Subject:** Capital Village Phase III & IV Design Review Amendments- Project No. DD8534 – Located at the northwest east side of Zinfandel Drive and south of International Drive.
Recommendation: Adopt Resolution 134-2014.
Result of Recommended Action: Adoption of Resolution No. 134-2014 would permit the applicant to construct homes within the Capital Village subdivision Phase III and IV with the revised housing plans. These amendments included additional square footage and floor plan alterations resulting in changes in facades.
Staff Report: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 6.

17.4 **Subject:** General Plan Amendments for the Kassis Property, Plaza de Oro, General Plan/Zoning Consistency Table Suncreek Specific Plan and the Natural Resources Element.
Recommendation: Adopt Resolution No. 138-2014, and introduce and waive the first reading of Ordinance No. 29-2014.
Result of Recommended Action: The proposed actions will, collectively, resolve minor issues within the General Plan and remedy minor inconsistencies between the General Plan and the Zoning Code. Where land use designations are proposed to change, such changes are intended to more accurately reflect the existing land use of the subject parcels.
Staff Report: Paul Junker, Planning Director and Pam Johns, Special Projects Manager.
Advances Goals: 2, 5, 6.

17.5 **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Amending Master Fee Schedule and Establishing New Fees for Repeat Nuisance Service Calls.
Recommendation: Adopt Resolution No. 136-2014.
Result of Recommended Action: Adoption of Resolution No. 136-2014, will amend the City's Master Fee Schedule by establishing an amount for the Repeat Nuisance Service Call Fee, as required by Rancho Cordova Municipal Code section 16.18.1603. If adopted, the City will impose the established amount in order to help recoup the costs associated with responding to private properties that are the subject or location of excessive nuisance service calls.
Staff Report: Kerry Simpson, Neighborhood Services Manager.
Advances Goals: 1, 2, 3.

18. REGULAR CALENDAR ITEMS

18.1 **Subject:** Selection of 2015 Mayor and Vice Mayor.
Recommendation: That Council select its Mayor and Vice Mayor for 2015.
Result of Recommended Action: Council will appoint its leadership officers, per Resolution No. 5-2004. The ceremonial seating of the new Mayor and Vice Mayor will take place at the next regular Council meeting on December 15, 2014.
Staff Report: Mindy Cuppy, MMC, City Clerk's Department.
Advances Goals: 1, 2, 3, 4, 5, 6.

18.2 **Subject:** Authorize Execution of Agreements with California State Board of Equalization.
Recommendation: Staff recommends adoption of Resolution No. 137-2014, authorizing the City Manager to execute agreements with the California State Board of Equalization (BOE) for implementation of the City's voter approved local transaction and use tax.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to enter into two agreements, subject to review from the City Attorney's Office, with the BOE for the preparation of the Tax and the administration of the Tax going forward. Both agreements are necessary to ensure the City begins collecting the Tax in a timely manner.
Staff Report: Liisa Behrends, Senior Accountant.
Advances Goal: 5.

18.3 **Subject:** Urgency Resolution Authorizing the City Manager to Pay Fees Required to Obtain Building Permits for the Mather Veterans Village Project in Order to Meet the California Tax Credit Association Deadlines.

19. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

20. CITY MANAGER'S REPORT

City Attorney's Discussion of Implementation of Recent Ordinances Passed.

Major Development Projects Update Given by Planning Department.

21. ADJOURNMENT

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

22. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

23. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of potential cases: 1).

24. OPEN SESSION - REPORT FROM CLOSED SESSION

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

25. 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	
Tuesday, December 9, 2014	*City Council Work Session (5:30 PM)*
Monday, December 15, 2014	*City Council Regular Meeting (5:30 PM)*

PROPOSED MEETINGS	
Monday, January 5, 2015	*City Council Study Session (4:00 PM) and Regular Meeting (5:30PM)*
Tuesday, January 13, 2015	*City Council Work Session (5:30 PM)*
Tuesday, January 20, 2015	*City Council Regular Meeting (5:30 PM)* ***Tuesday due to Monday holiday***
Tuesday, January 27, 2015	*City Council Work Session (5:30 PM)*

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, December 01, 2014 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on 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 at Rancho Cordova, California.

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Principal Planner

SUBJECT: **UPCOMING ZONING CODE AMENDMENTS – PROCESS AND SCHEDULE OVERVIEW**

RECOMMENDATION

Consider the project information and provide direction relative to public outreach as appropriate.

RESULT OF RECOMMENDED ACTION

Staff is in the process of preparing various amendments to the Zoning Code that will clarify and enhance the standards and procedures within the Zoning Code, consistent with the scope of work presented herein. This discussion will establish Council direction on the appropriate level of public outreach and Council Study Sessions to be conducted within this update process. The Zoning Code Amendments are anticipated to be presented for Council action in Spring 2015.

BACKGROUND

Over the course of the last year, the City Council has been involved in several land use discussions that have been controversial in nature and caused some community unrest. As such, these topics likely warrant a thorough review of existing City standards to ensure the desired controls are in place for such uses in the future. In addition, as staff indicated in 2013, amendments to several parts of the Zoning Code are necessary to reflect accurate and current policy direction and procedures. For example, the Code does not currently provide a process for amending previously issued Land Use Permits (i.e. Conditional Use Permit) and this will be rectified to ensure efficient customer service.

Staff has identified a project schedule that will include a City Council Study Session in March to review draft revisions in full. Staff is requesting direction from the City Council regarding the desired scope of public outreach for the project. Public outreach could be robust and include workshops of the amendments in full or could be focused on specific topics such as gun related uses only. Such meetings on specific topics could be held in conjunction with regularly scheduled Council Study Sessions or independently. The overall schedule may need to be modified in order to reflect City Council's direction in this regard.

The anticipated schedule for presenting Zoning Code amendments to the City Council and a detailed list of amendments that are under consideration are attached. As described in the summary list of revisions, most changes are intended to clarify Code provisions and do not represent substantial policy changes. Such provisions are technical in nature and generally do not merit a high degree of public outreach.

There are three major policy areas within the Zoning Code update that would benefit from public input and staff is requesting Council direction of the best approach and level of involvement for these topic areas. These topics include:

- Regulation of gun-related uses (zones where gun related uses should be allowed, indoor versus outdoor ranges, retail sales of guns and ammunition)
- Brewery, winery, distillery, brew pub (clarify and streamline review process, distinguish between tasting rooms and bars/nightclubs)
- Mixed Use Zoning (primary focus on how and when residential should be allowed in office and commercial mixed use zones)

ATTACHMENT

Schedule and Summary of Code Revisions.

Schedule and Summary of Code Revisions

Schedule:

9/30/14 – Kick off meeting with Planning staff
11/17/14 – Regular agenda; inform Council of upcoming project, ask about outreach
1/1/15 – Internal draft available for staff review
2/1/15 – Revisions based upon staff comment
3/1/15 – Administrative Draft to Council for review
3/10/15 – Workshop with City Council
3/30/15 – Public Review Draft to Council for action
4/6/15: 1st Reading of Ordinance
4/20/15: 2nd Reading of Ordinance
5/20/15: Effective Date

This schedule does not yet include substantial public outreach. Based upon Council direction regarding such outreach, this schedule will be modified and refined.

Summary of Necessary Code Revisions

Code-wide:

- Move all definitions to Article 11; combine into one section and review for completeness/duplication
- Incorporate previously issued Planning Director determinations as needed

Article 1:

- Clean up organization of article (remove redundant sections, improve readability)
- Add amendment process for all land use permits
- Revise sections regarding approval process for clarity (Director Determinations, Council Determinations)
- Remove process for extending entitlements since there are no time limits OR establish time limits for entitlements
- Remove section in 23.125.020 that elevates the LUP requirement for projects requiring CEQA to a CUP
- Re-evaluate adjustment percentages, add provision to describe how percentages are calculated
- Establish mins/maxs for square footages for nonresidential uses exempt or subject to minor design review; current Code includes contradiction here
- Non-conforming Use Permits need procedure for action
- Updates to the Enforcement section as needed
- Establish an Integrated Development Master Plan requirement for rehab of commercial centers projects
- Add statement regarding projects in review and periodic Code updates; how/when do new updates apply
- Bring consistency to noticing standards for each approving authority, specify requirement for owner and occupant labels

Article 3:

- New uses – winery, brewery, brew pub, gun related uses, artisan/specialty manufacture, consignment shops - write definitions, put into all appropriate zoning categories, determine permitting levels, establish any other specific standards needed to explain and/or support these uses, revise any other definitions that relate to these as needed (i.e. restaurants), address allowances for alcoholic beverage sales for these uses as necessary
- Revise uses - determine all appropriate permitting levels are in place for various uses (i.e. Storage Yards are not permitted in M-1 but, are permitted by right in OIMU and LIBP)
- Mixed Use Zoning – Review of allowed uses, specifically residential, in all mixed use zones
- Updates to Convention Overlay section
- Keep/remove Supplemental Information chapter
- Updates to all special classified uses (i.e. large child day care center, etc) as necessary
- Update definition for exotic animals to exclude pot belly pigs, review domestic pets definition for same
- Other updates to uses to reflect actions since 2011 – new smoking regulations, auto parts sales updated as part of FBSP

Article 5:

- Keep/Remove all form-based code provisions

Article 7:

- Update 'setback' definition to remove contradiction
- Updates to 'Yard" definitions to reflect accurate measuring procedures
- Review Density Bonus provisions to reflect current legal standards as needed
- Address landscaping standards for other project types – when a project is reducing square footage of building, keeping the same but upgrading façade, etc
- Clarify permeable versus impermeable surface requirements
- Remove contradictions in shade canopy requirements
- Revisit tree/landscaping removal provisions
- Review and revise parking for all uses (i.e. 3.2 spaces/1,000 for auto wholesale is too high)
- Reconsider percentages for parking reductions, some may be too high, too low
- Revisit and possibly update short term bicycle parking standard
- Revise contradiction in allowable parking surface; establish allowance for residential alternatives
- Outdoor display, sales, and storage section needs to be cross referenced with Temporary Use section and conflicts resolved
- Establish clear allowances for permanent outdoor storage versus temporary and identify appropriate land use category in Article 3
- Update allowable fence height to 7 feet; modify structure of fence regulations for increased readability
- Revise to clearly state chain link is not an allowed fencing material
- Clarify permitting requirements for non-required fences
- Establish clear path to determine if boundary fence is required between different land uses; current language isn't clear
- Update Residential Accessory Structures section to current Code allowances (i.e. increased setback requirement of 5' for structures +150 square feet)

Article 9:

- Update to home occupations as needed – gun uses discussion
- Update to Drive-in and Drive-through provisions per Council discussion
- Update to mobile food vendors as needed
- Update to Temporary Uses re: outdoor storage items in Article 7, add provisions related to temporary storage containers on commercial and residential properties

Article 10:

- Add Suncreek Specific Plan

Article 11:

- Incorporate all definitions; remove redundancies, etc

Background

- Undertaking Zoning Code Amendments to address:
  - Major Policy Topics
    - Regulation of gun-related uses (indoor/outdoor shooting range, retail sales of guns and ammunition)
    - Brewery, winery, distillery, brew pub uses
    - Mixed Use Zoning
  - Other Amendments necessary for daily implementation of Council policy as previously indicated by Staff

Possible Public Outreach Actions



MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, MMC, City Clerk

SUBJECT: **NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION CERTIFICATION**

RECOMMENDATION

Adopt Resolution No. 133-2014 certifying the results of the November 4, 2014 General Municipal Election with regard to Members of the City Council and Passage of Measure H.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution results in the city's compliance with California Elections Code Regulations 10262, 10263, and 10264 which, in part, state that the governing body shall declare the results of each election under its jurisdiction.

BACKGROUND

The City Council, as the governing body of the city, declares the results of the election for each City Council office voted on at a municipal election. As a result of the election, the following Council Members have been re-elected to the City Council for full, four-year terms:

Linda Budge
Dan Skoglund

The City Council, as a governing body of the city, declares the results of the election for each measure voted on at a municipal election. The following measure approved an ordinance by a vote of the People of the City of Rancho Cordova on November 4, 2014.

> **Measure H** – Ordinance No. 21-2014 – An Ordinance of the City Council of the City of Rancho Cordova adding Chapter 3.05 to the Municipal Code to Impose a One-half Cent Per Dollar Transaction and Use Tax to be Administered by the State Board of Equalization.

ATTACHMENTS

1. Resolution No. 133-2014 including Exhibit A: Certification of Election.
2. Ordinance No. 21-2014, Measure H.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 133-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014 AND DECLARING THE RESULTS

WHEREAS, a General Municipal Election was held and conducted in the City of Rancho Cordova, California, on Tuesday, November 4, 2014, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in the time, form, and manner required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to the following City of Rancho Cordova resolutions:

a. Resolution No. 30-2014 called for the General Municipal Election on November 4, 2014, adopted May 19, 2014;

b. Resolution No. 98-2014 established November 4, 2014 as the date of an election for a proposed ballot measure seeking voter approval to impose a one-half of a cent transactions and use ("sales") tax for general city services, adopted on July 21, 2014;

The Sacramento County Voter Registration and Elections Department canvassed the returns of the election and has certified the results to this City Council, and the results are received, attached, and made a part hereof as (**Exhibit A)**.

NOW, THEREFORE, THE CITY COUNCIL OF RANCHO CORDOVA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

MEMBERS OF THE CITY COUNCIL:

1. That the names of persons voted for at the election for Member of the City Council are as follows: Linda Budge, James Feci, Kevin Johnson, Conrade Mayer, Dean P. Michelini, and Dan Skoglund.

2. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are listed in **(Exhibit A)** attached.

3. The City Council does declare and determine that:

- Linda Budge was elected as a Member of the City Council for the full term of four years; and

- Dan Skoglund was elected as a Member of the City Council for the full term of four years.

BALLOT MEASURES:

1. That the measure voted for at the election was Measure H.

2. That the number of votes given at each precinct and the number of votes given in the City to each of the measures above named are listed in **(Exhibit A)** attached.

3. That City Council does declare and determine that:

Measure H passed by the voters of the City of Rancho Cordova.

That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

STATE OF CALIFORNIA

County of Sacramento } ss.

CERTIFICATE OF FACTS

I, Jill LaVine, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that **Measure "H"** (shown below) was submitted to the known qualified electors of the **City of Rancho Cordova** at the General Election held on November 4, 2014.

To enhance City services, facilities and programs, including: enhancing anti-gang/youth violence prevention programs; increasing neighborhood police patrols; fixing streets faster; expanding children/teen after-school programs; removing blight/revitalizing vacant buildings along Folsom Boulevard; building community facilities for seniors/ working adults/children; and other general city services; shall the City of Rancho Cordova enact a ½ cent sales tax, that cannot be taken by the State, requiring annual audits and all funds be spent in Rancho Cordova?

The results of the Official Canvass conducted by this office are as follows:

YES VOTES	NO VOTES
8,092	5,076

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal this 25th day of November 2014.

Jill LaVine

JILL LAVINE
REGISTRAR OF VOTERS
County of Sacramento
State of California

STATE OF CALIFORNIA

County of Sacramento } ss.

CERTIFICATE OF FACTS

I, JILL LAVINE, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the names of the candidates shown below were submitted to the known qualified electors in Sacramento County in the **City of Rancho Cordova** for the purpose of electing **Two (2) Council Members** at the November 4, 2014 General Election.

The results of the Official Canvass conducted by this office are as follows:

	Votes Cast
Linda Budge*	**7,195**
Dan Skoglund*	**5,881**
Conrade C. Mayer	**3,932**
Kevin E. Johnson	**2,067**
James M. Feci	**1,281**
Dean P. Michelini	**810**

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal this 25th day of November, 2014.

JILL LAVINE
REGISTRAR OF VOTERS
County of Sacramento
State of California

*Elected

ATTACHMENT 2

ORDINANCE NO. 21-2014

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER 3.05 TO THE MUNICIPAL CODE TO IMPOSE A ONE-HALF CENT PER DOLLAR TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, Rancho Cordova is proud to be an All-America City with excellent quality of life services that maintain our unique community character; and

WHEREAS, a recently commissioned independent survey in the City of Rancho Cordova shows residents are happy with Rancho Cordova's quality of life; and

WHEREAS, while residents were very satisfied with the City's quality of life, they were also interested in addressing community priorities and quality of life services in a more significant manner; and

WHEREAS, Rancho Cordova became a city to ensure local control of the future of our city and essential services we rely on. Well maintained streets, quality recreation and community facilities, and neighborhood safety are vitally important to enhancing the character of our community and local property values. Additional local funds would help better address quality of life issues; and

WHEREAS, a local revenue measure would provide additional funds to enhance current levels of police service, including more neighborhood patrols, and crime prevention programs; and

WHEREAS, a local revenue measure would give Rancho Cordova control over local funds to address local priorities including: increasing neighborhood police services and enhancing anti-gang/youth violence prevention programs, expanding after-school homework assistance, reading, and sports programs, repairing city streets faster, expanding after-school programs for children and teens, removing and revitalizing blight and vacant buildings along Folsom Boulevard, and enhancing programs to attract new businesses and jobs to Rancho Cordova; and

WHEREAS, a local revenue measure would help provide space and programs for children and teens after-school to help keep them off the streets and out of trouble; and

WHEREAS, a local revenue measure would expand programs to identify and reduce drug and gang activities; and

WHEREAS, improving public safety in our community continues to be a top priority for our residents. A local revenue measure would help expand current levels of police service including additional neighborhood patrols, crime prevention programs, and programs to identify and reduce drug and gang activities; and

WHEREAS, in 2012, the State eliminated local redevelopment agencies – our primary funding source for economic development efforts and revitalization of Folsom Boulevard. The State's elimination of Rancho Cordova's Redevelopment Agency has significantly impacted economic development efforts and our ability to make improvements to Folsom Boulevard; and

WHEREAS, the proposed revenue measure includes accountability requirements including independent audits and annual reports to the community to ensure that all funds are spent as promised. Funds that cannot be taken by the State; and

WHEREAS, the tax to be submitted to the voters, if approved, would be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property; the tax rate would be one-half of one percent (one-half a cent for each dollar in sales price); the tax revenue would be collected by the State Board of Equalization and remitted to the City; the tax would be in effect until repealed; and the tax shall be approved if the measure receives at least a simple majority vote of affirmative votes; and

WHEREAS, California Constitution Article XIIIC, Section 2, provides that no local government may impose, extend or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote; and

WHEREAS, California Constitution Article XIIIC, Section 2, provides that a measure proposing to impose, extend or increase a general tax must be consolidated with a regularly scheduled general election for members of the City Council; and

WHEREAS, November 4, 2014 is the date of the City's regular municipal election.

NOW THEREFORE, THE PEOPLE OF THE CITY OF RANCHO CORDOVA DO ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The People of Rancho Cordova find that all Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Municipal Code. The Rancho Cordova Municipal Code is hereby amended to add Chapter 3.05 to read as follows:

3.05.010 - Title.

This Ordinance shall be known as the Rancho Cordova Transactions and Use Tax Ordinance. The City of Rancho Cordova hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.05.020 - Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

3.05.030 - Purpose.

This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the

electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

3.05.040 - Contract With State.

Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.05.050 - Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half of one percent (0.5%) on the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

3.05.060 - Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

ATTACHMENT 2

3.05.070 - Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.05.080 - Adoption of Provisions of State Law.

Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

3.05.090 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance;

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.05.100 - Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.05.110 - Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the

property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.05.120 - Amendments.

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.05.130 - Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.05.140 - Annual Audit.

Annually the City Council retains an independent auditor to conduct an audit of and provide audited financial statements for all of the City's financial activities. The auditor shall include an accounting of the revenue received from the tax in the audited financial statements. The auditor's report shall be presented to the Council and made available to the public.

3.05.150 – Amendments by City Council.

The following amendments to this Chapter must be approved by the voters of the City: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of Section 12); or extending the

tax. The City Council may otherwise amend this Chapter without submitting the amendment to the voters for approval.

3.05.160 - Termination Date.

The authority to levy the tax imposed by this Ordinance shall continue until this ordinance is repealed by a majority vote of the voters of the City, or until it is repealed or suspended or by a majority vote of the City Council, in the event that the City Council repeals or suspends the tax, it may resume collection without voter approval as long as the transactions tax rate and use tax rate are not higher than the rates set forth in Sections 3.05.050 and 3.050.070, respectively.

SECTION 3. Adjustment of Appropriations Limit. Pursuant to Article XIIIB of the Constitution of the State of California and applicable laws, the appropriations limit for the City is hereby increased by the aggregate sum authorized to be levied by this tax for fiscal year 2014-15 and each year thereafter.

SECTION 4. Compliance with the California Environmental Quality Act. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). This Ordinance imposes a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the ordinance is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060, CEQA analysis is not required.

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 and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

The foregoing Ordinance was approved by the following vote of the People of the City of Rancho Cordova on November 4, 2014:

YESES:

NOES:

ATTACHMENT 2

The foregoing Ordinance was adopted by Declaration of the vote at the November 4, 2014 election by the City Council of the City of Rancho Cordova on the ____ of _____, 2014:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren, City Attorney

2298316.3

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 17, 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 5:38 PM.

Council Members Present:	Terry, McGarvey, Skoglund, Budge, Sander
Council Members Absent:	None
Staff Members Present:	Nakamura, Lindgren, Cuppy, Chinn, Junker, Silva, Downton, Haven, Holt, Mingay, Snyder, Sander (Arrived at 5:44), Jackson, Behrends, Boyer, Bane, Goold, Jordan, Snipes, George, Sparkman

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Rob Fong led the pledge.

4. INVOCATION

Shadi Hayek from Capital Christian Church gave the invocation.

5. PRESENTATIONS

5.1 Certificate of Recognition from the Mayor to the New Army Enlistees of Rancho Cordova.

5.2 Introduction of New City Employee, Susana Jackson, Accountant Given by Donna Silva, Chief Financial Officer.

5.3 Recognition of Council Member Sander's Birthday on November 25, 2014.

6. PUBLIC COMMENT

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

- Carolina Ocampo, regarding South Beach Grill.
- Carlos Ocampo, regarding South Beach Grill.
- James Feci, regarding the stingray device.
- Derald Langwell, regarding his attendance of Rancho Cordova State of the City.
- Jeff Hawkes, regarding the Sales Tax Measure.

Mayor Skoglund closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

8.1 **Subject:** Meeting Minutes of November 3, 2014 Regular Meeting and November 12, 2014 Special Meeting.
Recommendation: Adopt Minutes.

8.2 **Subject:** Treasurer's Report – September 30, 2014.
Recommendation: Receive and file report.
Result of Recommended Action: Provide City Council with information concerning the City's investment portfolio and to meet state code.
Staff Report: Liisa Behrends, Senior Accountant.
Advances Goal: 4.

8.3 **Subject:** Approval of Second Amended and Restated Development Disposition Agreement for Mather Veterans' Village Housing Development between the City of Rancho Cordova and the Developer Mercy Housing Specifically Making Amendments in Anticipation of the Closing of the Construction Loan and Construction Start in Late November of this Year.
Recommendation: Approve Resolution No. 116-2014.
Result of Recommended Action: : Adoption of this resolution will result in minor edits and corrections to existing documents. A Loan Agreement is now included. These updated documents will permit the construction start before the end of the year of

phase 1 of Mather Veterans' Village permanent supportive housing for homeless and disabled veterans.
Staff Report: Reed Flory, Housing Services Administrator.
Advances Goals: 1, 2, 3, 5, 6.

8.4 **Subject:** Resolution Authorizing the City Manager to Award Construction Contract No. 111-2014 in the Amount of $101,834.50 to All-American Construction, Inc., for the Sunrise Boulevard Sidewalk Improvements Project.
Recommendation: Adopt Resolution No. 130-2014.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute Construction Contract No. 111-2014 with All-American Construction, Inc., in the amount of $101,834.50 for the Sunrise Blvd., Sidewalk Improvements Project. Under this agreement, the contractor will install sidewalk and curb ramps along Sunrise Blvd., from Gold Country Blvd., to South Bridge Street, and will add a crosswalk at the intersection of Sunrise Blvd (on the south side of Sunrise) and Zinfandel Drive.
Staff Report: Cyrus Abhar, Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, 5.

8.5 **Subject:** Resolution Awarding Construction Contract No. 112-2014 in the Amount of $845,835 to Tennyson Electric, Inc. for the Coloma Road Traffic Signal Interconnect and the Aramon Drive/ Studarus Drive and Coloma Road Traffic Signal Improvement Project.
Recommendation: Adopt Resolution No. 131 -2014.
Result of Recommended Action: Adoption of this resolution will award construction contract no. 112-2014 in the amount of $845,835.00 to Tennyson Electric, Inc., for the Coloma Road Traffic Signal Interconnect and Aramon Drive/Studarus Drive and Coloma Road Traffic Signal Improvement Project.
Staff Report: Cyrus Abhar, Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, 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, Mindy Cuppy, reported that there were no property owner protests.

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

9.1 **Subject:** Resolution Declaring Results of a Protest Hearing and Authorizing the Mailing of Property Owner Ballots Relating to the Imposition of the Annual Stormwater Utility Fee for the North Douglas Project.
Recommendation: Adopt Resolution No. 128-2014 declaring the results of the property owner protest, authorizing the mailing of property owner ballots, and setting December 1, 2014 as the date of the ballot tabulation in collection with imposition of an annual Stormwater utility fee, and approving procedures in connection wherewith.
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, authorize the

mailing of ballots to the property owners to approve the levy of the fee to pay for storm drainage and flood protection services for the North Douglas Project, and sets 1:00 p.m. on December 1, 2014, as the time and date for the ballot tabulation for the matter.
Staff Report: Elizabeth Sparkman, Senior Engineer.
Advances Goal: 5.

10. PUBLIC HEARING ITEMS

10.1 **Subject:** Clear Channel Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD8480 – Located at 12137 Folsom Boulevard.
Recommendation: Open the public hearing for this item, and Item 10.2 regarding the Sierra Outdoor/CBS Outdoor application, simultaneously. Consider the Conditional Use Permit and Operating Agreement request by Clear Channel Outdoor; receive comments from the public and project applicants; provide direction to staff as determined appropriate by the City Council; and continue the public hearing to a date certain.
Result of Recommended Action: This initial discussion and public hearing will provide the City Council with a clear understanding of two current proposals seeking approval of two separate digital freeway signs to be located adjacent to Highway 50. In light of the competing request by Sierra Outdoor/CBS Outdoor (Agenda Item 14.2), staff is requesting direction from the City Council on this item, and to continue the public hearing so that staff may return with a Council Resolution reflecting the preferred direction. Opening the public hearings on this item and Item 14.2 simultaneously will allow staff to address all questions related to the competing applications during the hearing. The application does not fully adhere to the physical development standards included in the Code but, as allowed through an Operating Agreement, the applicant has proposed alternative community benefits for the Council's consideration. The City Council may direct staff to prepare a Resolution to approve this item, deny this item, or otherwise alter this item as desired.

Approval of the project as currently proposed would allow the Applicant to construct a new digital freeway sign at 12137 Folsom Boulevard, immediately adjacent to the Highway 50 corridor. The action would also require the removal of two existing traditional billboards located at 2300 Mine Shaft Lane and 2286 Sunrise Boulevard. Additionally, the Operating Agreement would provide the City with alternative community benefits. Approval of this application would also very likely prevent Council from approving the competing application from Sierra Outdoor/CBS Outdoor, as RCMC Section 23.743.150(C)(3) requires that Council only approve a billboard operating agreement if it achieves community benefits equivalent to those achieved through strict compliance with the development standards in the code (including the requirement that digital billboards be located at least 2,500 feet apart).
Staff Report: Jessica Jordan, Principal Planner.
Advances Goals: 1, 6.

10.2 **Subject:** Sierra Outdoor/CBS Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD8490 – Located at 12125 Folsom Boulevard (APN: 069-0160-021-0000).
Recommendation: Open the public hearing for this item, and Item 10.1, regarding the Clear Channel Outdoor application, simultaneously. Consider the Conditional Use Permit and Operating Agreement request by Sierra Outdoor/CBS Outdoor; receive comments from the public and project applicants; provide direction to staff as determined appropriate by the City Council; and continue the public hearing to a date certain.

Result of Recommended Action: This initial discussion and public hearing will provide the City Council with a clear understanding of two current proposals seeking approval of two separate digital freeway signs to be located adjacent to Highway 50. In light of the competing request by Clear Channel Outdoor (Agenda Item 14.1), staff is requesting direction from the City Council on this item, and to continue the public hearing so that staff may return with a Council Resolution reflecting the preferred direction. Opening the public hearings on this item and Item 14.1 simultaneously will allow staff to address all questions related to the competing applications during the hearing. The application does not fully adhere to the physical development standards included in the Code but, as allowed through an Operating Agreement, the applicant has proposed alternative community benefits for the Council's consideration. The City Council may direct staff to prepare a Resolution to approve this item, deny this item, or otherwise alter this item as desired.

Approval of the project as currently proposed would allow the Applicant to construct a new digital freeway sign in the parking lot area of Naturwood Home Furnishings at 12125 Folsom Boulevard. The action would also require the removal of two existing traditional billboards located at 11373 Folsom Boulevard and near 9847 Folsom Boulevard. Additionally, the Operating Agreement would provide the City with alternative community benefits. Approval of this application would also very likely prevent Council from approving the competing application from Clear Channel Outdoor, as RCMC Section 23.743.150(C)(3) requires that Council only approve a billboard operating agreement if it achieves community benefits equivalent to those achieved through strict compliance with the development standards in the code (including the requirement that digital billboards be located at least 2,500 feet apart).
Staff Report: Jessica Jordan, Principal Planner.
Advances Goals: 1, 6.

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

- Mary Nesel, in opposition of items 10.1 and 10.2
- Lisa Keyes, in support of item 10.2

Applicants addressed council:

- Clear Channel - Michael Wagener
- Sierra Outdoor/CBS - Tim Taron

Mr. Hansen, property owner, supporting Clear Channel, addressed council.

Kevin Johnson, CBS Outdoor, addressed council's questions.

ACTION: Motion to Continue item 10.1 and item 10.2 to December 15, 2014 by Terry second by Budge.
Carried by a 5:0 roll call vote.

10.3 **Subject:** Anatolia IV Rezone, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Development Agreement Amendment.
Recommendation: Introduce and waive the first reading of Ordinance No. 28-2014 and Adopt Resolution No. -1292014.
Result of Recommended Action: Anatolia IV is a previously approved residential

development bordered by Chrysanthy Boulevard to the north and Rancho Cordova Parkway to the east within the Sunridge Specific Plan. Approval of the project would allow reconfiguration of the previous approved residential subdivision and removal of the neighborhood park feature, increased residential lot size resulting in overall reduction in units from 203 single family lots to 139 single family lots. Additionally, approval of the project would allow for amendments to the previously adopted Development Agreement to address the removal of the park feature 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: Matthew Diaz, Associate Planner.
Advances Goals: 1, 2, 6.

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

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

10.4 **Subject:** Ordinance No. 27-2014, Amending Title 1, Title 16, and Title 23 of the Municipal Code to Establish Procedures for Imposing Special Assessments and Recording Liens Against Properties with Delinquent Code Enforcement Fees, Charges, Penalties and Related Costs.
Recommendation: Introduce and read by title only Ordinance No. 27-2014.
Result of Recommended Action: Ordinance No. 27-2014 will come back to the City Council for a second reading and adoption at the next regular meeting. If approved, this Ordinance will establish procedures for the City to collect delinquent code enforcement fees (including fees for nuisance abatement, rental housing inspections, zoning code enforcement, weed and graffiti abatement) by recording liens and imposing special assessments (tax liens) against properties, allowing the City to be made whole for such costs. This will help shift the cost of enforcement of these laws to those who violate them.
Staff Report: Adam Lindgren, City Attorney's office; Donna Silva, Finance Director; 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:

- Mary Nesel, in support of item 10.4
- Meada Cashatt, in support of item 10.4
- Catherine Cox, in support of item 10.4

Mayor Skoglund closed the public comment period.

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

11. REGULAR CALENDAR ITEMS

NONE.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Skoglund requested looking into replacing city logo on Capital Village tower with new city logo.

13. CITY MANAGER'S REPORT

Adam Lindgren, City Attorney, introduced Leticia Ramirez, Assistant City Attorney.

Chief Goold read the following statement from Sheriff Jones to clarify the Stingray issue brought up by members of the community:

Since the topic of "Stingray technology" became newsworthy some weeks ago, I have wanted to hold true to my demonstrated commitment to transparency and discuss it. However, the use of such technology—even the acknowledgement of its use or ownership—is strictly forbidden by a signed confidentiality agreement with the federal government, through which the technology is obtained. This has enabled a local news source to repeatedly and knowingly disseminate false information and fear about its use, since I have not been able to respond.

However, through ongoing conversations with the federal government throughout this period, I have recently been authorized to make the following statement:

> *"The Sacramento County Sheriff's Department currently possesses and utilizes such a device, which is a cell-site simulator. The device is used to locate a person's KNOWN cellular device, pursuant to and in full compliance with the law, to further the Department's investigative and public safety responsibilities. The capability of this technology does NOT collect content such as voice, text, or data, and does not retain ANY data or other information from other than the target device. It is used infrequently in special cases, following department policies and procedures, to locate felony suspects and/or missing or kidnapped persons."*

Because this technology—like many of our investigative techniques and capabilities—could be rendered ineffective if criminals and adversaries used such details to diminish or defeat the department's lawful responsibilities, I cannot provide ANY additional information or make myself available for on-camera interviews like I have historically been accustomed to providing.

Sincerely, Sheriff Scott R. Jones

14. ADJOURNMENT

Mayor Skoglund adjourned the meeting to closed session in honor of Maria Burgess at 8:17 PM.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Skoglund called the closed session to order in the Community Board Room at 8:24 PM.

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

Council Members Absent: None.

Staff Members Present: Lindgren, Chinn, Junker, Haven, Ramirez, Nakamura

16. CLOSED SESSION

Council adjourned to closed session to discuss the following items:

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: 2).

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9: Debra Thomas v. City of Rancho Cordova, Case No. 34-2012-00136943.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

Mayor Skoglund adjourned the meeting at 9:54 PM.

_____
Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 27-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE 1, TITLE 16 AND TITLE 23 OF THE MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR IMPOSING SPECIAL ASSESSMENTS AND RECORDING LIENS AGAINST PROPERTIES WITH DELINQUENT CODE ENFORCEMENT FEES, CHARGES, PENALTIES AND RELATED COSTS

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

Section 1. Purpose and Declarations.

WHEREAS, the City Council desires to improve the quality of life in Rancho Cordova; and

WHEREAS, noncompliance with nuisance codes, housing and building codes, and zoning codes can create dangerous conditions, blight, and lower property values within the City; and

WHEREAS, the City Council finds that using all cost recovery tools available to capture costs incurred by the City related to code enforcement is important to deterring future violations and maintaining the integrity of the City's code enforcement system; and

WHEREAS, state laws, including Government Code sections 54988, 38773, 38773.1 and 38773.5 authorize the City Council to establish procedures for recording a lien against a property or imposing a special assessment against a property for delinquent fees, penalties, costs, and charges; and

WHEREAS, such state laws allow the City to record a lien or impose a special assessment against owner-occupied properties for fees and administrative costs related to nuisance abatement carried out by the City; and

WHEREAS, such state laws allow the City to record a lien or impose a special assessment against all properties, except for owner-occupied residential dwellings, for fees, costs, and charges related to nuisance abatement, housing and building code inspections and violations, fire prevention inspections, and zoning ordinance enforcement; and

WHEREAS, this Ordinance was considered at a properly noticed public hearing.

Section 2. Amendment of Code. Section 1.01.200, "Recovery of delinquent code enforcement fees, penalties, charges, and costs by lien or special assessment," shall be added to the Rancho Cordova Municipal Code to read as follows:

1.01.200 Recovery of delinquent code enforcement fees, penalties, charges and costs by lien or special assessment.

A. Purpose and definitions. This section establishes the procedures for the collection of delinquent code enforcement fees, penalties, charges, and costs including late charges and interest by recording a lien or imposing a special assessment against a subject property. This Section 1.01.200 may be used by the city to carry out lien and assessment procedures referenced in any provision of this municipal code when allowed under applicable laws. If the subject property is **not** an owner-

occupied dwelling, RCMC 1.01.200(C) shall be followed. If the subject property is an owner-occupied dwelling, RCMC 1.01.200(D) shall be followed. Whenever the delinquencies involve nuisance abatement activity by the city, RCMC 1.01.200(E) shall also apply. These recovery methods may be used by the city in addition to any and all other legal and equitable remedies related to cost recovery authorized by this code and state law.

1. In the event the procedures in this section 1.01.200 directly conflict with any other provision of this code, this section shall prevail.

2. The term "delinquent" or "delinquency" or "delinquencies" means any fee, penalty, cost, charge (including late charges and interest) or money owed to the city that has not been paid within 45 days of the first notice of it being due.

3. The term "designated hearing officer" means a hearing officer appointed by the city manager, or his or her designee, to carry out these procedures. Such appointment shall comply with RCMC 1.05.200.

B. These procedures shall be applied following any and all required notices, hearings, and procedures pertaining to violations, citations, inspections, enforcement, and abatement procedures under this code.

C. Recovery of delinquent fees, penalties, costs and charges associated with code enforcement and nuisance abatement for all properties in the city, **except for owner-occupied dwellings**.

1. Pursuant to Section 54988 of the Government Code and other applicable laws, the city may collect any delinquent fee, penalty, cost, or charge by making the amount a lien or a special assessment against the property that is the subject of the enforcement activity ("subject property") pursuant to the applicable procedures set forth below in Sections 1.01.200(F) (for special assessments) or (G) (for liens).

2. This Section 1.01.200(C) shall apply to delinquent fees, penalties, costs and charges associated with all properties in the city, **except for owner-occupied dwellings**, for the following:

a. The abatement of public nuisances, including but not limited to nuisance abatement under RCMC 16.18, 16.20, 16.22, 16.23, graffiti and weed abatement under the RCMC.

b. Inspections and abatement of violations of the State Housing Law (commencing with Section 17910 of the Health and Safety Code) and regulations or ordinances pursuant to such laws.

c. Inspections and abatement of violations of Article 1 (commencing with Section 13100) of Chapter 1 of Part 2 of Division 12 of the Health and Safety Code related to fire protection and regulations and ordinances pursuant to such laws.

d. The correction of any violation of any law, regulation, or city ordinance that would also be a violation of Section 1941.1 of the Civil Code related to untenable dwellings.

e. Inspections and abatement of violations of the California Building Standards Code within the California Code of Regulations.

f. The enforcement of zoning ordinances adopted pursuant to Chapter 4 (commencing with Section 65800) of Division 1 of Title 7 of the Government Code or any other constitutional or statutory authority.

g. Sewer use charges, which may be collected via this Section 1.01.200 or via the procedures established in RCMC 15.05.

h. Storm drainage fees, which may be collected via this Section 1.01.200 or via the procedures established in Title 15 of the RCMC.

i. Abandoned vehicles fees, which may be collected via this Section 1.01.200 or via the procedures established in RCMC 6.56.

j. Inspections and abatement related to local ordinances and regulations that implement any of the foregoing or implement the abatement of any nuisance under the RCMC.

3. This Section 1.01.200(C) shall not apply to any enforcement, abatement, correction, or inspection activity regarding a violation for which the violation was evident on the plans that received a building permit.

D. Recovery of delinquent fees, penalties, charges and costs associated with nuisance abatement performed by the city for **owner-occupied dwellings**.

1. Pursuant to Government Code sections 38773, 38773.1, and 38773.5, and all other applicable laws, the city may collect any delinquent fee, penalty, cost, or charge related to nuisance abatement by making the amount a lien or special assessment against the property that is the subject of the enforcement activity pursuant to the applicable procedures set forth below in Sections 1.01.200(F) (for special assessments) or (G) (for liens).

2. This Section 1.01.200(D) shall apply to delinquent fees, penalties, costs and charges for **owner-occupied dwellings** for the following:

a. The abatement of nuisances by the city, including but not limited to nuisance abatement under RCMC 16.18, 16.20, 16.22, 16.23, and graffiti and weed abatement under the RCMC.

b. Administrative costs related to the abatement of nuisances by the city, including but not limited to those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing appeals and pursuing any judicial action and attorneys' fees.

c. Storm drainage fees, which may be collected via this Section 1.01.200 or via the procedures established in Title 15 of the RCMC.

d. Abandoned vehicles fees, which may be collected via this Section 1.01.200 or via the procedures established in RCMC 6.56.

e. Sewer use charges, which may be collected via this Section 1.01.200 or via the procedures established in RCMC 15.05.

3. Pursuant to Government Code section 38773.7, upon entry of a second subsequent civil or criminal judgment within a two-year period finding that an owner is responsible for a condition

that may be abated and such costs made a special assessment against the subject property, a court may order the owner to pay treble the costs of abatement. This section shall not apply to conditions abated pursuant to Section 17980 of the Health and Safety Code.

E. Confirmation of costs and hearing for delinquencies related to nuisance abatement performed by the city. Whenever the delinquent fees, penalties, costs, and charges involve nuisance abatement performed by the city, this Section 1.01.200(E) shall be followed in addition to the applicable sections of RCMC 1.01.200(F) or (G). The itemized accounting of expenses ("costs report") involved in the abatement shall be submitted to the city council or a hearing officer designated by the city manager or finance director for confirmation at a public hearing. Such costs reports may include but are not limited to those related to inspecting the property, publication, mailing and posting of notices, penalties, permit fees, fines, late charges, interest, nuisance abatement, conducting hearings, processing appeals and attorneys' fees associated with the abatement.

1. The costs report shall be filed with the city clerk no later than fifteen (15) calendar days in advance of the confirmation of costs hearing. The city clerk shall schedule the public hearing to receive protests and confirm the costs report no sooner than ten (10) calendar days from the date notice is sent to the property owner.

2. Notice to property owner. A statement showing the itemized accounting of expenses and the time and place of the public hearing to confirm the costs report shall be sent by certified mail to the owner of the subject property. Such notice shall state that the hearing is for the purpose of confirming the costs report associated with abatement and to hear any objections to such costs, and that such costs may become a lien or special assessment on the property if not paid within the required period after confirmation at the hearing. Notice shall be sent at least ten (10) calendar days prior to the hearing date. If the owner cannot be located, notice shall be posted conspicuously on the subject property for at least ten (10) days prior to the hearing date.

3. At the time fixed for the hearing on the confirmation of costs, the city council or the designated hearing officer shall consider the costs report, any testimony related thereto, and any protests or objections raised by those liable for the cost of abatement.

a. Protests and objections shall relate to expenses for abatement and related administrative costs and not to the merits of underlying violations.

b. The city council or hearing officer may revise, correct, or modify the costs report where it is determined to be just and shall thereafter confirm the costs report. The decision of the city council or hearing officer regarding the costs report shall be final.

c. If the city council is the reviewing body it shall confirm the costs report by resolution.

d. A hearing officer shall confirm the approved costs report with a signed version submitted to the finance director, who shall include it with the resolution submitted to city council regarding the proposed lien or assessment.

e. In the event the property owner fails to appear at the noticed hearing, the hearing shall be conducted in his or her absence and all rights to protest the costs report shall be considered waived by the property owner.

4. The liable individual shall have forty-five (45) days to pay the amount owed in the approved costs report and shall be informed of this in writing immediately following the hearing. If timely payment is not made, the delinquent amount may become a lien or a special assessment on the property pursuant to the procedures in Sections 1.01.200(F) or (G).

F. Special assessment procedures. This section establishes the procedures for the collection of delinquent fees and costs under Section 1.01.200(C) (for all properties except owner-occupied dwellings) and (D) (for owner-occupied dwellings) by imposing a special assessment against the subject property. If used, these procedures shall follow any required confirmation of costs hearing held pursuant to Section 1.01.200(E) for delinquencies related to nuisance abatement.

1. Notice of proposed special assessment and hearing. The city shall provide notice to the subject property owner of the proposed special assessment, a description of the basis for the amounts comprising the assessment, a minimum of forty-five (45) days after notice to pay the fee, cost, or charge, and an opportunity to appear before the city council or a hearing officer designated by the city manager regarding the amount of the proposed assessment. The date of the hearing shall be at least ten (10) calendar days from the notice date. This notice shall be sent by certified mail to the last known address of the owner of the property, and shall also include the subject property's street address, assessor's parcel number, the name and address of the recorded owner of the property, and the time, date and location of the hearing. Any notice of proposed special assessment may be recorded.

a. If the delinquencies relate to nuisance abatement and were the subject of a prior confirmation of costs hearing under Section 1.01.200(E), the notice of proposed special assessment shall not include language regarding a hearing. Such notice shall include a description of the basis for the amounts comprising the proposed special assessment, reference the confirmation of costs hearing outcome, and state that unless the delinquencies are paid in full within ten (10) calendar days, the city shall impose the special assessment against the subject property pursuant to Section 1.01.200(F)(3) below; no further hearing is required.

2. Hearing on proposed special assessment for delinquencies under Section 1.01.200(C) and (D). Unless Section 1.01.200(F)(1)(a) applies, no less than ten (10) calendar days after the notice date, the city council or designated hearing officer shall hold a hearing on the proposed special assessment and hear all objections and protests to the special assessment.

a. Protests and objections shall relate to the calculation of delinquencies and not to the merits of underlying violations.

b. The city council or hearing officer may revise, correct, or modify the proposed special assessment amount where it is determined to be just and shall thereafter confirm or modify the amount owed. The decision of the city council or hearing officer regarding the special assessment amount shall be final. A hearing officer shall confirm the proposed special assessment with a signed version submitted to the finance director, who shall include it with the resolution submitted to city council regarding the proposed assessment. The property owner shall receive a copy of the confirmed proposed assessment.

c. In the event the property owner fails to appear at the noticed hearing, the hearing shall be conducted in his or her absence and all rights to protest the proposed assessment shall be considered waived by the property owner.

3. Imposition of special assessment. Following the hearing required by RCMC 1.01.200(E) or (F)(2), the city council may cause the proposed special assessment to be imposed against the subject property by approval of a resolution at a regular or special meeting; no further hearing or notice for the council action is required. Such approval may occur at the same meeting at which the protest hearing was held. Such resolution, and supporting documents, shall be sent to the county assessor and county recorder following notice to the subject property owner pursuant to Section 1.01.200(F)(4) below. The notice of special assessment under Section 1.01.200(F)(4) shall accompany the resolution and supporting documents filed with the county recorder and county assessor.

4. Notice of special assessment. The city shall mail the owner of the subject property by certified mail, a certificate substantially in the following form:

NOTICE OF SPECIAL ASSESSMENT

Under the authority of [*Government Code Section 38773.5 and/or Government Code Section 54988*] and Section 1.01.200 of the Rancho Cordova Municipal Code, the City did [*abate a nuisance/conduct inspections/perform code enforcement/correct violations/issue citations*] upon the real property hereafter described and then on [*date of assessment*], did assess the cost of such actions upon the real property. The City of Rancho Cordova claims a special assessment on the real property for the expense of doing the work in the amount of [*enter dollar amount of special assessment*]. This amount is a special assessment against the real property until it is paid, with interest at the rate of ten percent (10%) a year from [*date of accrual of interest; date assessment added to tax roll*], and discharged of record. The real property may be sold after three years by the tax collector for unpaid delinquent assessments. The real property referred to above, and upon which the special assessment is claimed is that certain parcel of land situated in the City of Rancho Cordova, County of Sacramento, State of California, more particularly described as follows:

[*Legal description of property, address, and assessor's parcel number*]

Dated: [*Date of notice*]

City of Rancho Cordova:
By:

_____
[*Name of City Official]*
Finance Director

Attest:

_____
[*Name of City Clerk*]
City Clerk

5. Collection of special assessment. The county assessor (tax collector) may collect the amount of the special assessment at the same time and in the same manner as ordinary municipal taxes and ad valorem property taxes, and impose the same penalties and procedures, including the sale of property, in case of delinquency, as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to the special assessment.

G. Lien procedures. This section establishes the procedures for the collection of delinquent fees, penalties, costs, and charges by proposing a lien against the subject property. If used, these procedures shall follow any required confirmation of costs hearing held pursuant to Section 1.01.200(E) for delinquencies related to nuisance abatement. All liens recorded under this section shall have the same force, priority, and effect as a judgment lien, not a tax lien. The city may foreclose on a lien by an action for money judgment.

1. Notice of proposed lien and hearing for delinquencies under Section 1.01.200(C) (regarding all types of property within the city except for owner-occupied dwelling units). The city shall provide notice to the subject property owner of the proposed lien, a description of the basis for the amounts comprising the lien, a minimum of forty-five (45) days after notice to pay the fee, penalty, cost, or charge, and an opportunity to appear before the city council or a hearing officer regarding the amount of the proposed lien. The date of the hearing shall be at least ten (10) calendar days from the date notice is sent to the property owner. This notice shall be sent by certified mail to the last known address of the owner of the property, and shall also include the subject property's street address, assessor's parcel number, and the name and address of the recorded owner of the property. Any notice of lien may be recorded.

a. If the delinquencies relate to nuisance abatement and were the subject of a prior confirmation of costs hearing under Section 1.01.200(E), the notice of lien shall not include language regarding a hearing. Such notice shall include a description of the basis for the amounts comprising the lien, reference the confirmation of costs hearing outcome, and state that unless the delinquencies are paid in full within ten (10) calendar days, the city shall record the lien against the property pursuant to Section 1.01.200(G)(2)(b)(i) below; no further hearing is required.

2. Hearing on proposed lien for delinquencies under Section 1.01.200(C) (regarding all types of property within the city except for owner-occupied dwelling units). Unless Section 1.01.200(G)(1)(a) applies, no less than ten (10) calendar days after the notice date, the city council or designated hearing officer shall hold a hearing on the proposed lien and hear all objections and protests to the lien.

a. Protests and objections shall relate to the calculation of delinquencies and not to the merits of underlying violations.

b. The city council or hearing officer may revise, correct, or modify the proposed lien amount where it is determined to be just and shall thereafter confirm or modify the amount owed. The decision of the city council or hearing officer regarding the lien amount shall be final. A hearing officer shall confirm the proposed lien with a signed version submitted to the finance director, who shall include it with the resolution submitted to city council regarding the proposed lien. The owner of the subject property shall receive a copy of the signed report.

c. In the event the property owner fails to appear at the noticed hearing, the hearing shall be conducted in his or her absence and all rights to protest the proposed lien shall be considered waived by the property owner.

3. Recordation of lien for delinquencies under Section 1.01.200(C) (regarding all types of property in the city except for owner-occupied dwellings). Following the hearing required by RCMC 1.01.200(E) or (G)(2), the city council may cause the proposed lien to be recorded against the subject property with the county recorder by approval of a resolution at a regular or special meeting; no further hearing or notice is required for the council action. Such approval may occur at the same

meeting at which the protest hearing was held. Following city council approval, notice of the lien shall be sent to the owner of the subject property owner pursuant to Section 1.01.200(G)(5).

4. Procedures for abatement liens for delinquencies under Section 1.01.200(D) (regarding owner-occupied dwellings). As an alternative to imposing a special assessment, and following the confirmation of costs hearing under Section 1.01.200(E), if the delinquent abatement and related administrative costs are not paid within forty-five (45) days of the confirmation of costs hearing, the city may cause the lien to be recorded against the subject property by submitting the proposed notice of lien and a report to the city council for approval by resolution at a regular or special meeting; no further hearing or notice of the council action is required. Upon city council approval, the notice of the lien shall be sent to the subject property owner pursuant to Section 1.01.200(G)(5) below.

5. Following approval of the lien, the city shall send the owner of the subject property a notice of lien. Such notice may be recorded.

a. The notice shall be served in the same manner as a summons in a civil action in accordance with Section 415.10 of the Code of Civil Procedure. If the recorded owner of the subject property cannot be located, the notice may be served by posting a copy in a conspicuous place on the subject property for a period of ten (10) days and publication in a newspaper of general circulation published in Sacramento County pursuant to Government Code section 6062.

b. The notice of lien shall be substantially in the following form:

NOTICE OF [*ABATEMENT/CODE ENFORCEMENT*] LIEN

Under the authority of Government Code section [*38773 and 38773.1 and/or 54988*] and Section 1.01.200 of the Rancho Cordova Municipal Code, the City did on [*date of abatement or inspection or code enforcement action*] [*abate a nuisance/conduct inspections/perform code enforcement/correct violations/issue citations*] upon the real property hereafter described and then on [*date of assessment*] did assess the cost of such actions and related administrative costs upon the real property. The City of Rancho Cordova claims and intends to record a lien on the real property for the expense of the above-described actions and the related administrative costs in the amount of [*enter dollar amount*]. This amount shall be a lien against the real property until it is paid, with interest at the rate of ten percent (10%) a year from the date the lien is recorded, and discharged of record. The real property referred to above, and upon which the assessment is claimed is that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, more particularly described as

[*Legal description of property, address, and assessor's parcel number*]

Dated: [*Date of notice*]

City of Rancho Cordova:
By:

_____
[*Name of City Official]*
Finance Director

Attest:

_____
[*Name of City Clerk*]
City Clerk

6. Recording of lien. After notice is given in accordance with Section 1.01.200(G)(5), the lien shall be recorded in the county recorder's office. The lien shall specify the amount of the lien, that the City of Rancho Cordova is imposing the lien, the date of any abatement order, the street address, the legal description of the subject property, the assessor's parcel number of the subject property, and the name and address of the recorded owner of the property. The notice of lien under Section 1.01.200(G)(5) shall accompany the city council resolution and lien filed with the county recorder.

Section 3. Amendment of Code. Section 16.18.1001 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

16.18.1001 Costs of abatement – Confirmation.

A. When proceedings under this chapter result in the correction of a violation of this code or in a final judgment that a violation exists subsequent to the date specified in any notice issued pursuant to the provisions of the Rancho Cordova Municipal Code or zoning code, costs of such proceedings incurred by the city may be assessed against the property by recording a lien or imposing a special assessment, pursuant to the procedures in RCMC 1.01.200. Such may include, but not by way of limitation, those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing appeals and pursuing any judicial action and attorneys' fees awarded to the prevailing party. It is the purpose of this section to allow the assessment against the property of costs of proceedings if a violation is corrected in any manner.

Section 4. Amendment of Code. Sections 16.18.1002 through 16.18.1007 of the Rancho Cordova Municipal Code are hereby repealed.

Section 5. Amendment of Code. Section 16.18.1424 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

16.18.1424 Recovery of costs of abatement.
Recovery of costs of abatement are governed by RCMC 16.18.1001 and RCMC 1.01.200.

Section 6. Amendment of Code. Section 16.19.100(B) of the Rancho Cordova Municipal Code is hereby amended to read as follows:

B. Once the abatement is complete, the city may use all legally available procedures to collect any unpaid fee, cost, penalty or charge, including, but not limited to, collecting the unpaid fee on the tax roll or recording a lien against the property, consistent with applicable law and RCMC 1.01.200.

Section 7. Amendment of Code. Section 16.20.700(D) of the Rancho Cordova Municipal Code is hereby amended to read as follows:

D. Recovery of Costs of Enforcement and Abatement. In addition to those remedies provided in this chapter and RCMC 1.01.200, the city may use all legal remedies to recover all costs, including attorney's fees, enforcement and abatement costs and fees as set forth in this chapter.

Section 8. Amendment of Code. Section 16.18.750 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

16.20.750 Recovery of costs of enforcement.

When proceedings under this chapter result in the correction of a violation of this code or in a final judgment that a violation exists subsequent to the date specified in any notice issued pursuant to the provisions of the Rancho Cordova Municipal Code, costs of such proceedings incurred by the city may be assessed against the subject property as a lien or special assessment, pursuant to RCMC 1.01.200. Such costs may include, but not by way of limitation, those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing appeals and pursuing any judicial action and attorneys' fees. It is the purpose of this section to allow the assessment against property of costs of proceedings if a violation is corrected in any manner.

Section 9. Amendment of Code. Section 16.20.755 of the Rancho Cordova Municipal Code is hereby repealed.

Section 10. Amendment of Code. Section 16.22.419(B) of the Rancho Cordova Municipal Code is hereby amended to read as follows:

B. Costs. The cost of such work may be made a personal obligation of the property owner, or may be made a special assessment or lien against the property involved pursuant to Article V of this chapter and RCMC 1.01.200.

Section 11. Amendment of Code. Section 16.22.500 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

When proceedings under this code result in the correction of a violation of this code or in a final judgment that a violation exists subsequent to the date specified in any notice issued pursuant to the provisions of the Rancho Cordova Municipal Code, all costs of such proceedings and abatement incurred by the city may be assessed against the subject property as a lien or special assessment, pursuant to RCMC 1.01.200. Such costs may include, but not by way of limitation, those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing and defending challenges to decisions or actions and pursuing any judicial action. It is the purpose of this section to allow the assessment against property of costs of proceedings if a violation is corrected in any manner.

Section 12. Amendment of Code. Sections 16.22.501 through 16.22.505 of the Rancho Cordova Municipal Code are hereby repealed.

Section 13. Amendment of Code. Section 23.173.100(A)(4) is hereby added to the Rancho Cordova Municipal Code to read as follows:

4. Recovery. The city may pursue all applicable legal remedies to recover delinquent costs under this section, including those contained in RCMC 1.01.200 related to liens and special assessments.

Section 14. Amendment of Code. Sections 23.173.100(B) and (C) of the Rancho Cordova Municipal Code are hereby amended to read as follows:

B. Actions That Require a Permit. Any person who alters or establishes any land use or structure without first obtaining any permit required by this zoning code shall pay the additional permit processing fees as established by the city that result from this action. Delinquent fees may be made a lien or special assessment against the subject property, pursuant to RCMC 1.01.200.

C. Inspection Fee. An inspection fee as established by the city shall be imposed on each person who receives a notice of violation, notice and order, or letter of correction of any provision of this zoning code, adopted building code, or state law. The fee may be assessed for each inspection or reinspection conducted when the particular violation is not fully abated or corrected as directed. Delinquent fees may be made a lien or special assessment against the subject property, pursuant to RCMC 1.01.200.

Section 15. 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 16. 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

2345445.1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 28-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A REZONE AND DEVELOPMENT AGREEMENT AMENDMENT FOR ANATOLIA IV – PROJECT NO. DD8471

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

Section 1. Purpose and Declarations.

WHEREAS, Sunridge-Anatolia, LLC (hereinafter referred to as "Landowner") filed an application with the City of Rancho Cordova to modify the Anatolia IV development project ("Project") located at the southwest corner of Rancho Cordova Parkway and the future extension of Chrysanthy Road. (Assessor's Parcel Number 067-0030-063); 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 Sunridge – Anatolia, LLC entered into a Development Agreement for the Anatolia IV Project, consisting of 203 acres of low density residential development (Ordinance Number 07-2006). The Anatolia IV Project remains undeveloped; and

WHEREAS, Anatolia IV 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 April 2006, the City adopted a Mitigated Negative Declaration as the CEQA environmental review for the Anatolia IV Project among others ("Anatolia IV MND"). The Anatolia MND relied upon, and incorporated by reference, the SDCP/SRSP EIR; and

WHEREAS, in the Anatolia IV MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 19-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment; 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 park renovations to existing City parks and improvements at new City parks, to revise Landlower's park obligations, to update obligations relating to funding of police services and to make other revision, all as more fully set forth in the attached Development Agreement Amendment; and

WHEREAS, the requested approvals by Landowner to the Anatolia IV Project include the Development Agreement Amendment and amendment to the City's Zoning Map; and

WHEREAS, the attached Zoning Map amendment changes 3.5± acres within the Anatolia IV Project from O to RD-10; 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; and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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 Anatolia IV 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.

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 Anatolia IV Development Agreement Amendment is consistent with the City's and the Cordova Recreation and Park District's current adopted policies relative to parks and open space obligations and Public Work's infrastructure requirements.

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 Anatolia IV 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 partially developed portion of the City, no persons or property will be adversely impacted by the Project as the Project will improve circulation and provide additional housing options to future residents. 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 Anatolia IV 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 Anatolia IV 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 Anatolia IV 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 no 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 CEQA.

Evidence: The proposed Anatolia IV Project was reviewed and an Addendum was prepared for the Project. 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 Anatolia IV 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 Anatolia IV 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 Anatolia IV 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 Development Agreement Amendment after the effective date of this Ordinance.

Section 4. Approval of the Zoning Map Amendment

The City Council hereby adopts the Zoning Map Amendment attached hereto as **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.

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

2356702.2

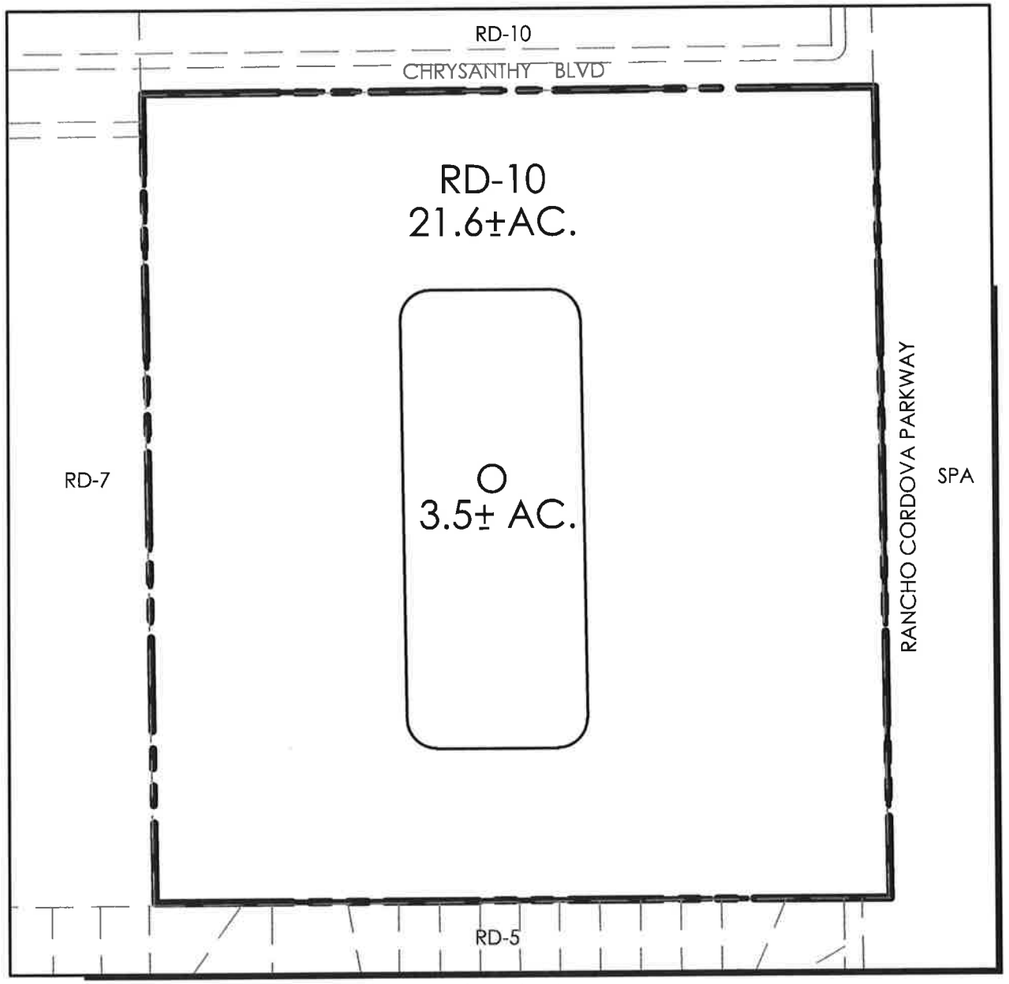
EXHIBIT 1A

REZONE EXHIBIT

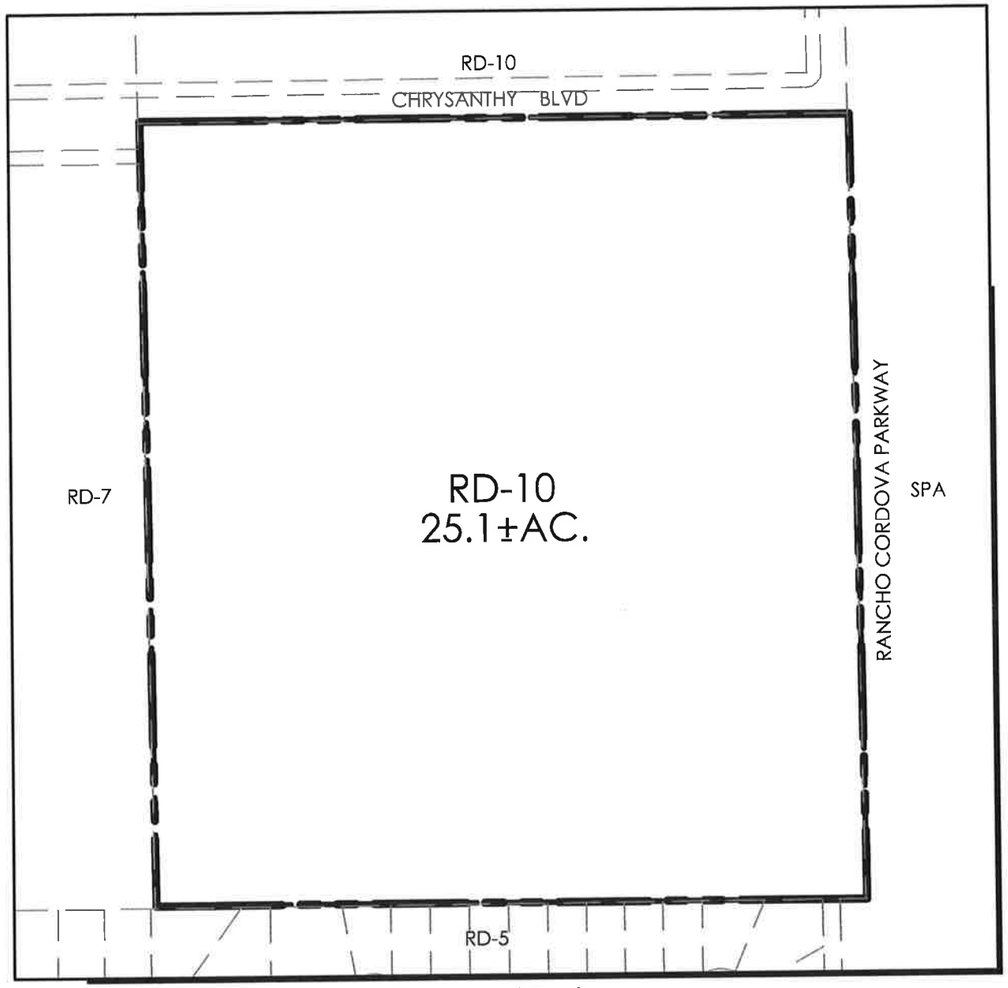
ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 12, 2014

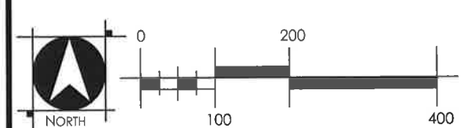


Existing Zoning



Proposed Zoning

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
RD-10	SINGLE/ MULTI FAMILY RESIDENTIAL	21.6	25.1	3.5
O	PARKS AND OPEN SPACE	3.5	0.0	-3.5
TOTAL		25.1	25.1	0.0



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EXHIBIT 1B

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 ANATOLIA IV BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE - ANATOLIA, 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 **SUNRIDGE - ANATOLIA, LLC**, a California limited liability company ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. City and Landowner entered into that certain Development Agreement dated May 15, 2006 ("**Agreement"**) recorded on November 28, 2006, in the Office of the Sacramento County Recorder in Book 20061128, Page 1451, 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**, **Exhibit A-2**, and **Exhibit A-3** of the Agreement (the "**Property**").

B. 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 update obligations relating to the funding of police services, road improvements, maintenance services, and to make other revisions, all as more fully set forth below in this Amendment.

C. This Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. __-2014 on _____, 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:

EXHIBIT 1B

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. Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

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**"), and as amended by the Zoning Code of the City on April 17, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**");

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 ("**MND**") adopted on April 17, 2006, and the Amendments to the Master Mitigation Monitoring Reporting Programs as approved by the City on April 17, 2006, by Resolution No. 31-2006, as further analyzed in the Addendum dated _____, 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 _____ by City Ordinance No. __-2014;

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

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

6.6 The Development Agreement adopted on May 15, 2006, by City Ordinance No. 19-2006 (the "**Adopting Ordinance**") as amended on _____, 2014 by City Ordinance No. __-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 _____, 2029, which date is a period of fifteen (15) years from the date that City Ordinance No. __-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 Park Development Obligation.

(i) Dedication of Park Land:

Landowner's obligation to dedicate a total of 2.05 acres of park 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 use of 1.76 acres of Quimby credits, granted for park land dedication within the Sunridge Specific Plan area, and payment of in lieu fees for the remaining 0.29 acres of park land dedication requirement pursuant to City of Rancho Cordova Municipal Code Chapter 22.40 in effect on the date of this Agreement.

(ii) Dedication of Open Space Land:

Landowner's obligation to dedicate open space land to the City shall be satisfied by the payment of in lieu fees for the 0.41 acres calculated by 139 DUE x .00295 (factor) (amount of land dedication required as determined by Rancho General Plan). The amount of the in lieu fee and the timing for the appraisal and payment of the in lieu fee shall be determined in accordance with Rancho Cordova Municipal Code Sections 22.40.040 and 22.40.045 in effect on the date of this Agreement.

(iii) 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 Ten Thousand Forty-one Dollars ($10,041.00) for each single-family residential parcel or residential parcel equivalent. Of the Ten Thousand Forty-one Dollars ($10,041.00) Park Development Impact Fee, Eight Thousand Seven Hundred Eighty-four Dollars ($8,784.00) is for parks and One Thousand Two Hundred Fifty-seven Dollars ($1,257.00) to the City is for neighborhood greens, trails, landscaping, community gathering places, and other type of open space improvements as determined appropriate by the City.

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.

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."

5. Restatement of Section 6.4.3 Concerning the "In-fill Park and Open Space Renovation and Acquisition Fee." City and Landowner agree that Section 6.4.3 of the 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 E 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."

6. 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. 29-2006 pertaining to Police Tax Zone 31. 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 2014/2015 Police Maximum Services Special Tax shall be Four Hundred Eighty Three Dollars and Thirty-Nine Cents ($483.39) 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, 2015, the 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. 29-2006 pertaining to Police Tax Zone 31. 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."

7. Restatement of Section 6.4.5 Concerning the "Supplemental Development Fee." City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

"6.4.5 Supplemental Fee. Landowner shall pay a supplemental fee in the amount of Five Thousand and Sixty dollars ($5,060) for each of the 139 lots shown on the final maps for the Property (the "Supplemental Fee"). Landowner shall pay the Supplemental Fee in the following increments: (i) Eight Hundred and Sixty-Five dollars ($865) for each residential lot at the time of the final map approval; and (ii) Four Thousand One Hundred and Ninety-Five dollars ($4,195) at the time of the issuance of a building permit for each lot. By agreeing to pay the Supplemental Fee, City agrees that Landowner and the Property will have satisfied all obligations 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. Landowner shall be entitled to fee credits against and/or reimbursements from the Supplemental Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Fee. The above Supplemental Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

(i) Use of Supplemental Fee. The Supplemental Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the Supplemental Fee for the above described uses. A minimum of Five Hundred Eighty-Three Thousand One Hundred Five Dollars ($583,105) of the Supplemental Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the Supplemental Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of the Park Development Impact Fee required under Section 6.4.1 of the Agreement.

8. Addition of New Section 6.4.6 Concerning the "Road Maintenance Conditions." City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:

"**6.4.6 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. The Landowner shall support the annexation of the Project into Community Facilities District 2014-2, and cover Landowner's fair share costs of the CFD annexation not to exceed Seven Thousand Dollars ($7,000)."

9. Addition of New Section 6.4.7 "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:

"**6.4.7 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 Project's stormwater drainage and flood protection system. The Landowner shall support the annexation of the Project into the City's Stormwater Utility Fee District, and cover Landowner's fair share costs of the annexation not to exceed Five Thousand Dollars ($5,000)."

10. Addition of New Section 6.4.8 "Phasing Plan." City and Landowner agree to add a new Section 6.4.8 of the Agreement as follows:

"**6.4.8 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 shall be prepared 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. Deletion. City and Landowner agree that Section 10 of the Agreement is hereby deleted.

12. Exhibits. Exhibit B ("Anatolia Large Lot/Small Lot Tentative Subdivision Map"), **Exhibit C-1** ("Land Use Map") and **Exhibit C-2** ("Land Use Summary") are all replaced by **Exhibit 1** ("Anatolia IV Large Lot Tentative Map") and **Exhibit 2** ("Anatolia IV Small Lot Tentative Subdivision Map"). **Exhibit 1** and **Exhibit 2** to this First Amendment include all of the

categories of information previously provided or addressed in the three replaced exhibits in the Agreement. **Exhibit D** ("Dedicated Land") is replaced by **Exhibit 3**.

13. 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.

14. 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.

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

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

17. 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.

18. Entire Agreement. The Agreement and this First Amendment set 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. _____, adopted by the Council of the City on _____ day of _____, 20__, and Landowner has caused this Amendment to be executed.

"**CITY**"	"**LANDOWNER**"
CITY OF RANCHO CORDOVA, a municipal corporation	SUNRIDGE – ANATOLIA, LLC, a California limited liability company
By:_____	By:_____
Name:_____	Name: _____
Its:_____	Its: _____

(Signatures continue on next page.)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
City Attorney

EXHIBIT 1B

EXHIBIT "1"

Anatolia IV Large Lot Tentative Map

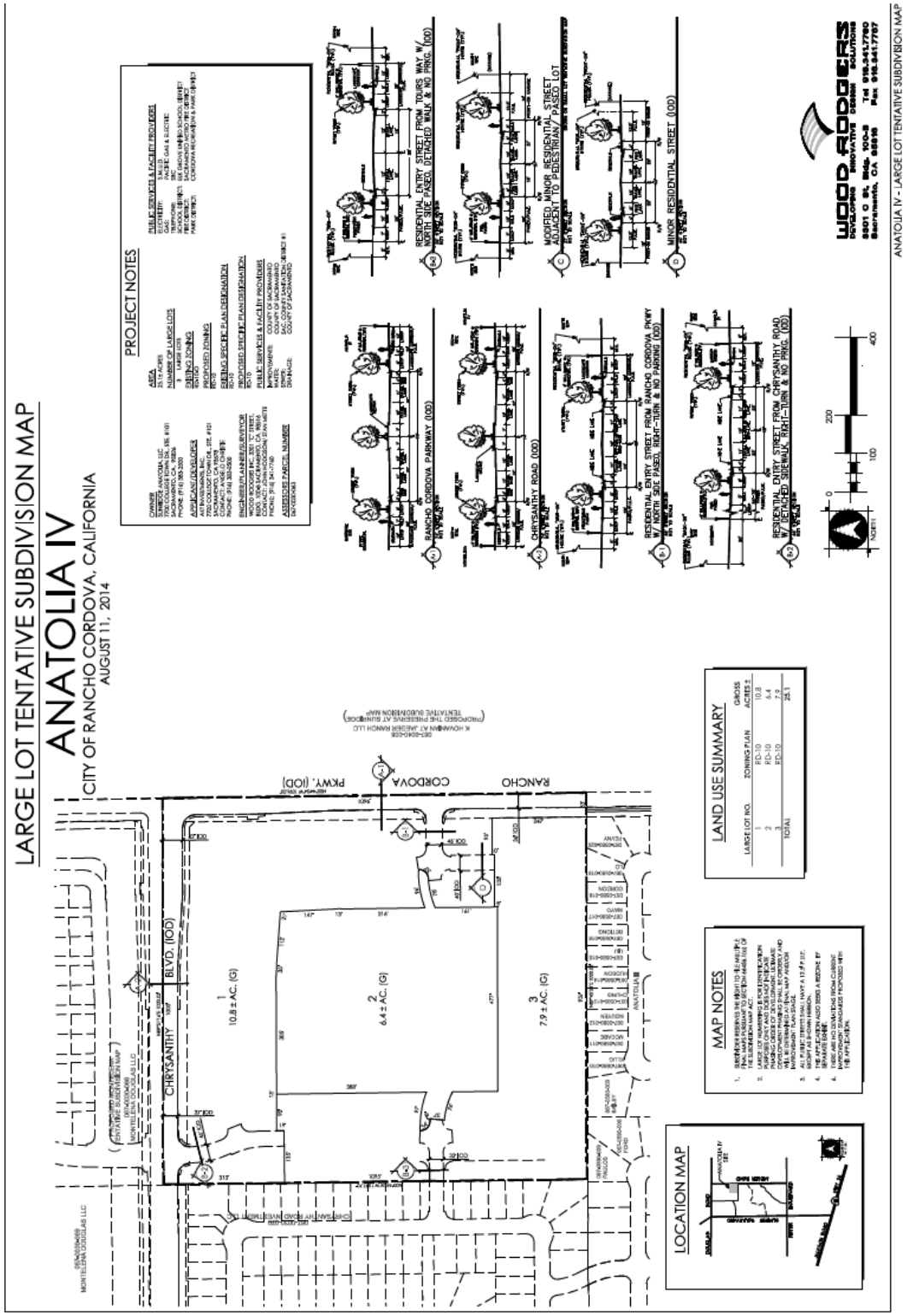


EXHIBIT 1B

EXHIBIT "2"

Anatolia IV Small Lot Tentative Subdivision Map

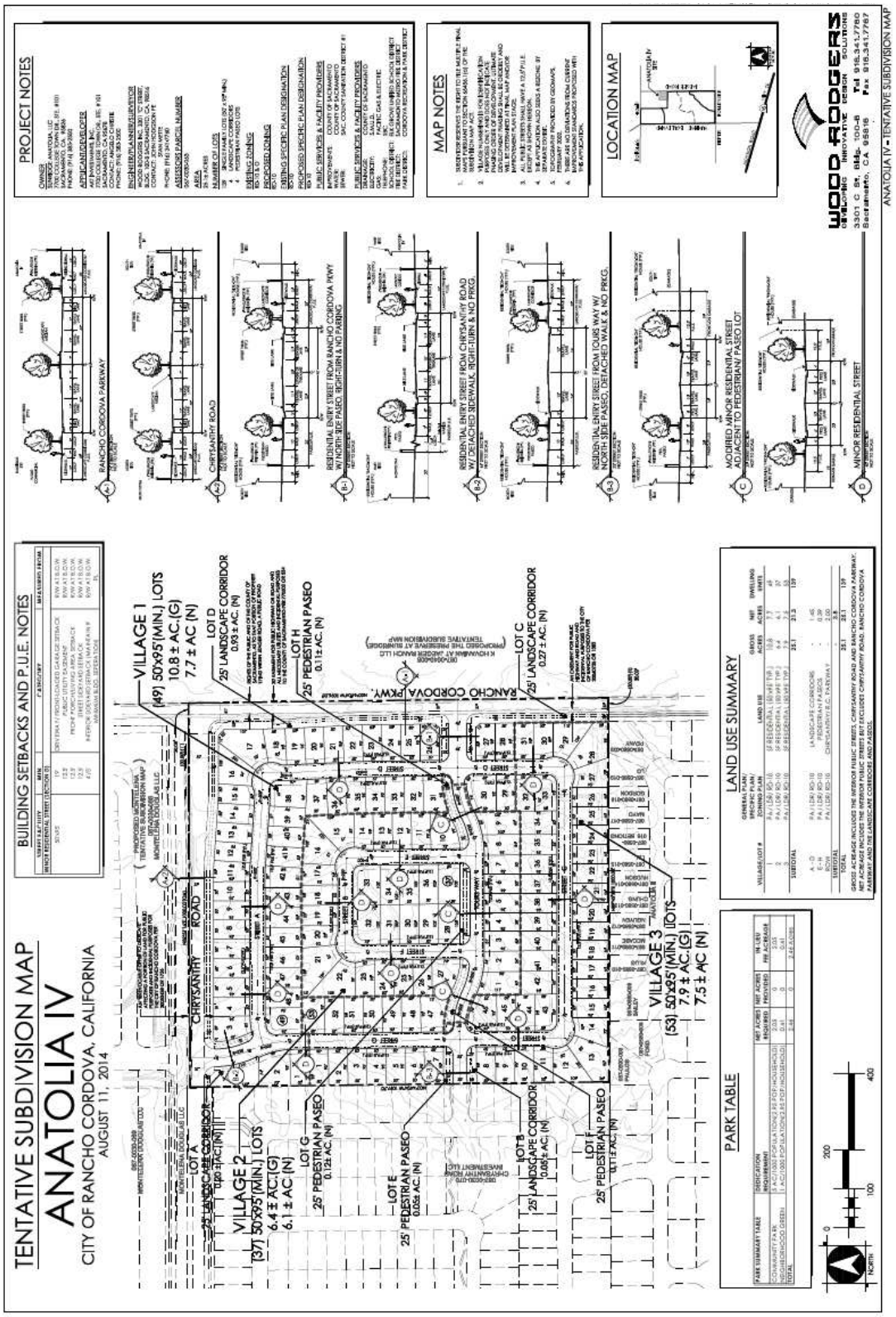
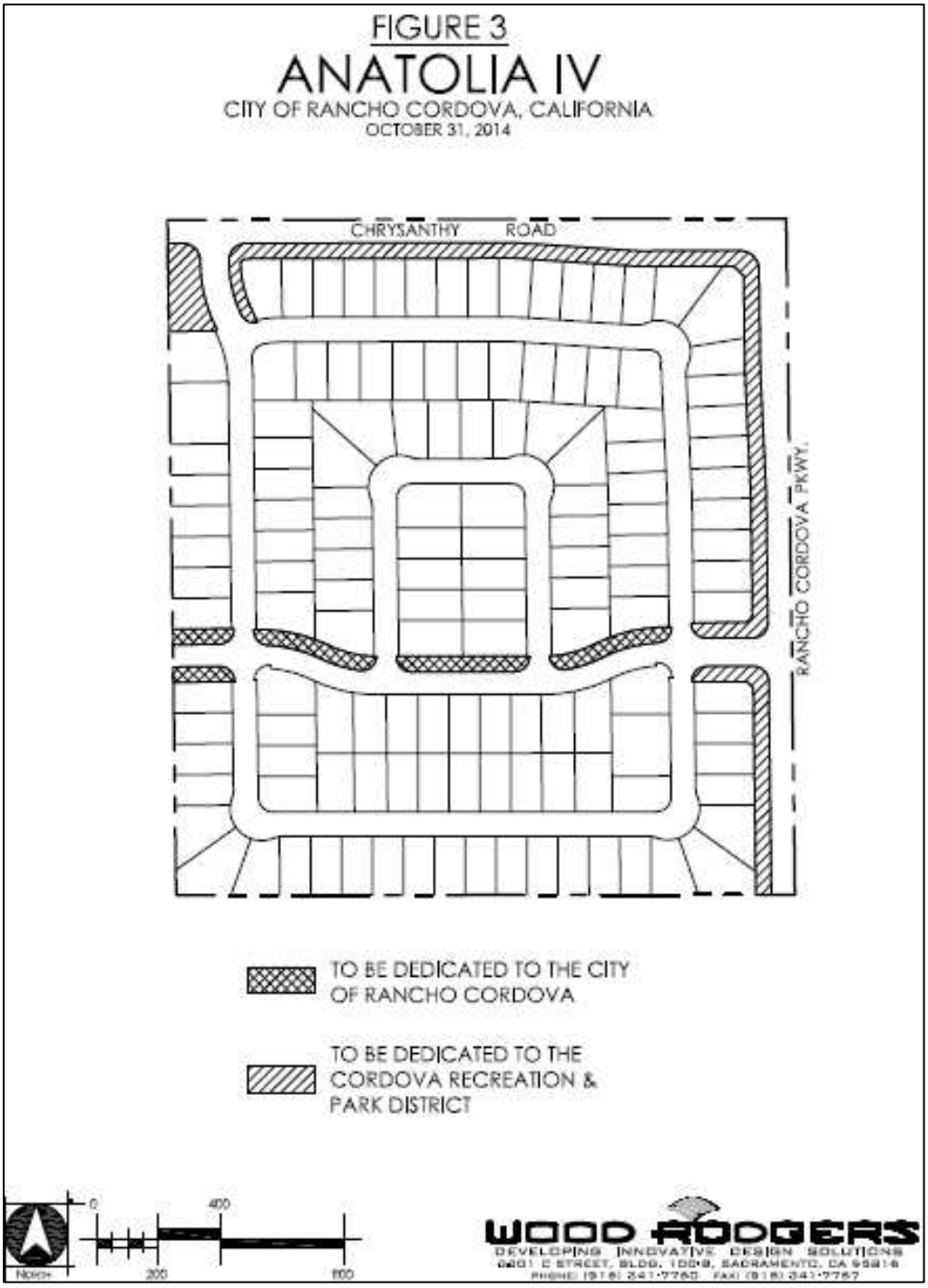


EXHIBIT 1B

EXHIBIT "3"

Dedicated Land



MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

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

SUBJECT: **RESOLUTION APPROVING THE EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR CAPITAL VILLAGE PHASE III**

RECOMMENDATION

Approve Resolution No. 139-2014 pertaining to the extension of the Subdivision Improvement Agreement for the Final Map of Capital Village III recorded in Book 364 of Maps, Page 4.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will result in the City entering into a Subdivision Improvement Agreement (Exhibit 1) with Beazer Homes Holdings Corp., a Delaware Corporation assuring the completion of the construction of the public roads and utilities.

BACKGROUND

The City previously entered into a Subdivision Improvement Agreement with Beazer Homes Holdings Corp., a Delaware Corporation on January 16, 2007. That agreement has since expired. Construction on the improvements has not begun. The developer has requested to extend the agreement and begin construction on the improvement in the next few months. Arch Insurance Company has confirmed the performance and payment bonds are still in full force and effect.

ATTACHMENT

Resolution No. 139-2014 including Exhibit 1 – Subdivision Improvement Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 139-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE EXTENSION OF THE SUBDIVISION AGREEMENT FOR SUBDIVISION NO. RC-04-123.3 FINAL MAP OF CAPITAL VILLAGE PHASE III

WHEREAS, the previous Subdivision Improvement Agreement with Beazer Homes Holdings Corp., a Delaware Corporation has expired; and

WHEREAS, the Subdivision Improvement Agreement with Beazer Homes Holdings Corp., a Delaware Corporation assures the completion of the public roads and utilities in the Capital Village Phase III subdivision.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the execution of a Subdivision Improvement Agreement (Exhibit 1) on behalf of the City in connection with Beazer Homes Holdings Corp., a Delaware Corporation and the subdivision designated as Subdivision No. RC-04-123.3 Final Map of Capital Village Phase III in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this 14 day of November, 2014, by and between the City of Rancho Cordova, (hereinafter "City"), and Beazer Homes Holdings Corp., a Delaware Corporation (hereinafter "Principal").

RECITALS

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

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

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

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

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

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

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

conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Capital Village Phase III, RC-04-123.3**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

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

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

7. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose

exists. Public Purpose is defined as existence of habitable structures within the subdivision.

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

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

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

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

12. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety

authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$4,750,750.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

13. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may

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

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

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

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

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

17. City Construction of Improvements. In the event that

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

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

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

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

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

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

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

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

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

CITY OF RANCHO CORDOVA

By _____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

by _____

Beazer Homes Holdings Corp, a Delaware corporation

6/27/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On 11/14/2014 (Date) before me, Anna E. Kine, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Richard Coppola (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Anna E. Kine (Signature of Notary Public)

ANNA E. KINE
Commission # 1987071
Notary Public - California
Placer County
My Comm. Expires Aug 31, 2016

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: 11/14/2014 Number of Pages: 7

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Senior Engineer

SUBJECT: **RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE STORMWATER UTILITY FEE ON THE NORTH DOUGLAS PROJECT IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt Resolution No. 132-2014, declaring the results of the mail ballot election relating to the imposition of the Stormwater Utility Fee on the North Douglas Project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the tabulation of ballots in connection with the imposition of the annual Stormwater Utility Fee on the North Douglas Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the North Douglas 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. 122-2014 on November 3, 2014 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the North Douglas Project. A protest hearing was conducted on November 17, 2014 at which time no written protests were received from property owners representing a majority of the parcels subject to the Fee. Council then adopted Resolution No. 128-2014 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. The balloting period ended at 1:00 pm on December 1, 2014.

The Clerk has tabulated the ballots returned by property owners for the North Douglas Project. If majority approval exists, Council may impose the annual Fee on the North Douglas Project pursuant to the Ordinance. If a majority approval does not exist, the Stormwater Utility Fee shall not be imposed for the project.

Tonight's Council action is to adopt Resolution No. 132-2014 declaring the results of the mail ballot election.

ATTACHMENT

Resolution No. 132 -2014 with Exhibits A and B.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE STORMWATER UTILITY FEE ON THE NORTH DOUGLS PROJECT 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 November 3, 2014 City Council adopted Resolution No. 122-2014 (the "Resolution of Intention") declaring its intention to impose an annual Stormwater Utility Fee (the "Fee") on the North Douglas Project; and

WHEREAS, Article XIIID 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 November 17, 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, the City Council adopted Resolution No. 128-2014 authorizing the mailing of a property owner ballot (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owners of parcels subject to 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. 122-2014 and the unanimous consent of the property owners the Property Owner Balloting was conducted commencing on November 18, 2014, and was completed at 1:00 p.m. on December 1, 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. Pursuant to said Certificate, if the Ballot Measure submitted was approved by a majority vote of the owners of parcels subject to the Fee, the Fee is hereby imposed pursuant to Ordinance 7-2014 on the North Douglas Project, otherwise, if the Ballot Measure submitted was not approved by a majority vote of the owners of parcels subject to the Fee, the imposition of the Fee is hereby abandoned for the North Douglas Project

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 impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014?

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, Mindy Cuppy, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee, that the last day for the return of mailed ballots was December 1, 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:

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director

SUBJECT: **SUNRIDGE GENERAL COMMERCIAL OVERLAY ZONING DISTRICT**

RECOMMENDATION

Consider options and provide direction for establishing a SunRidge General Commercial Overlay District to regulate various uses upon SunRidge General Commercial properties.

RESULT OF RECOMMENDED ACTION

Council direction would allow staff to prepare action documents to establish a SunRidge General Commercial Overlay District that would affect General Commercial zoned properties south of Douglas Road within the SunRidge Specific Plan area. This new Overlay District would change the allowed uses within such properties. Specifically, some uses would not be permitted or would require a discretionary permit within these parcels. This item would return to Council at a subsequent meeting for formal action.

BACKGROUND

During the July 15th City Council work session, staff presented background information regarding the four commercial sites that are zoned GC in the SunRidge Specific Plan area. The study session discussion focused on the allowable uses for these sites. The City Council provided staff with direction to amend the zoning code to refine some of the allowable land uses within these properties.

During the July 15th work session, the City Council was supportive of staff's proposal to modify the multi-family dwelling use allowances. The City Council directed staff to prepare a Code Amendment that would allow multi-family dwellings with a Conditional Use Permit on the Chrysanthy/Sunrise site and the southwest corner of Douglas/Sunrise site and not permit these uses on the southeast corner of Douglas/Sunrise and Douglas/Rancho Cordova Parkway site.

Additionally, staff has identified certain non-residential uses that are currently allowed within the GC zone, but that might not be compatible with uses anticipated for the SunRidge GC sites. These additional non-residential uses are identified and proposed restrictions are described in the SunRidge GC Overlay Use Table below.

Since the July 15th work session, staff has conducted additional analysis and has held ongoing discussions with affected property owners. Based upon this analysis and discussions with property owners, staff has provided two additional options should the Council wish to reconsider its previous direction. These additional materials are discussed under the heading "Request for

Additional Consideration" within this report. The decision between the options is a policy choice for the City Council. Staff believes that after weighing the options the Council may determine that either the staff option or an option provided by Donahue Schriber may provide a balance of benefits that support its careful consideration.

RESIDENTIAL/COMMERCIAL CONTEXT

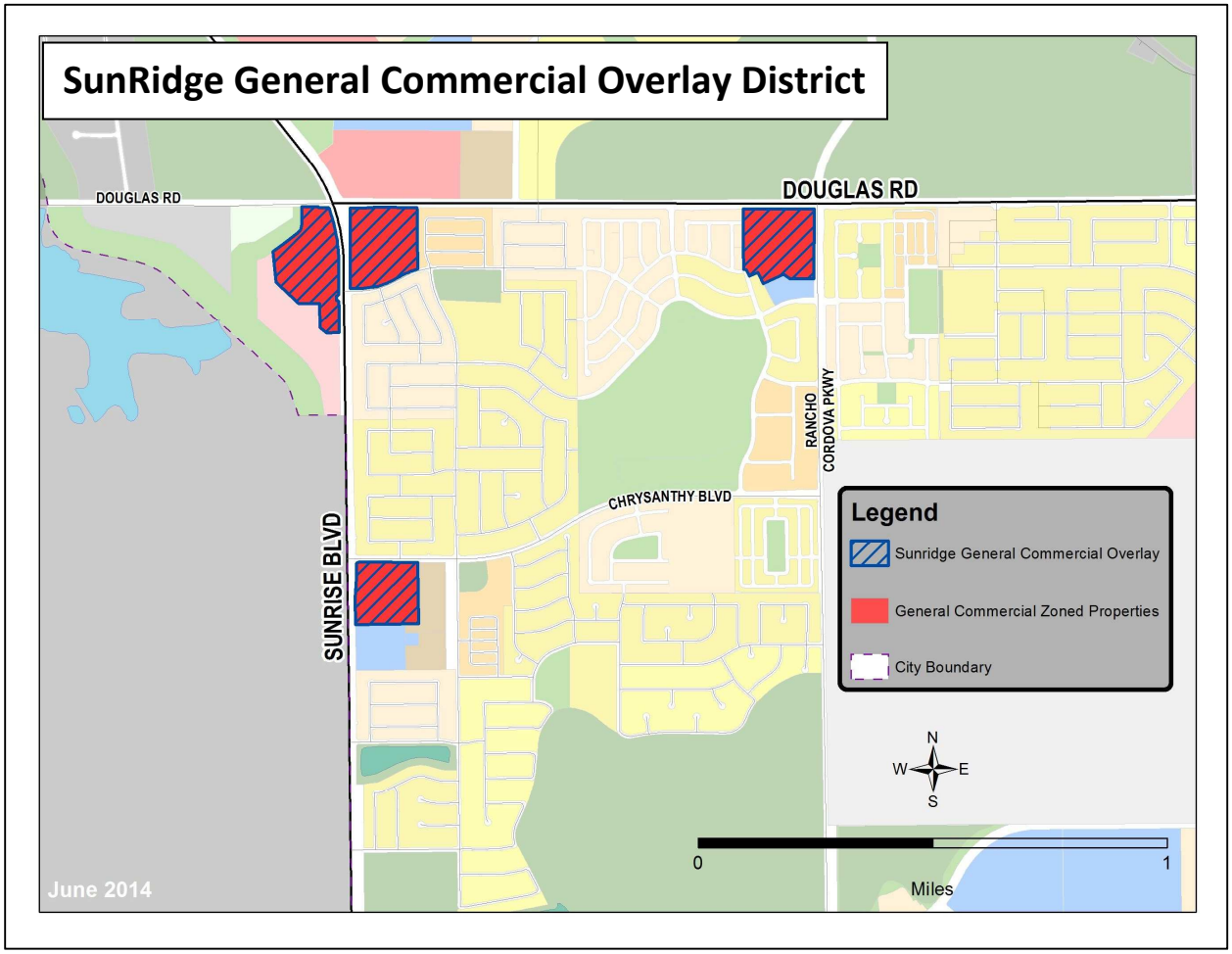
The City of Rancho Cordova is served with a strong business and employment job base with our central location in the Sacramento Region, transportation access and infrastructure, seismic stability, and affordable space and land. As a City, our job base has been one of our principal strengths economically, financially, and image wise. Over the last four years, we have determined that there are insufficient employment sites in the new development area to maintain our strong jobs to housing unit (currently about 1.9 jobs per housing unit whereas the Regional average is 1.2 jobs per housing unit). In a couple of Council Work Sessions in 2011, with support of Spinnaker Strategies, it was determined that the City had inadequate acreage for employment uses in the new development area of the City. In an effort to create a balanced housing and employment base in the new area the recommendation was to look to shift 625 acres from residential to office use in the new area. Since that time we have made some positive progress in converting some land in Montelena, the Suncreek Specific Plan, and Arboretum Specific Plan to non-residential uses though we are still a long way from converting 625 acres to reach a balance within the new areas of the City.

Related to the four general commercial sites being considered as part of this action– they have been counted as being 100% non-residential. In particular, it has been noted that there is a shortage of non-residential sites south of Douglas in comparison to residential development. It has been noted that the three general commercial sites on Douglas Road are particularly important in providing services to the residents and employment opportunities as the area develops. The site at Sunrise and Chrysanthy is considered the weaker of the four commercial sites for attracting retailers and services.

PROPOSED CODE AMENDMENTS

The SunRidge GC (SGC) Overlay District, as directed by Council on July 15th, would clarify appropriate uses for these properties. The SGC Overlay District is intended to ensure ample opportunity for a variety of community serving commercial endeavors while limiting those land uses that may detract from successful retail and service uses. The properties which could be affected by the SGC Overlay District are shown in the figure below.

Figure 1 – SGC Overlay District



The Overlay District would work in conjunction with the city-wide GC zoning district and except where modified within the Overlay District, the standard allowed use table would apply.

The following table identifies adjustments to the specific allowed uses for the subject properties within the SGC Overlay District. The following text implements Council direction provided on July 15th. However, staff is providing alternatives that, if supported by Council, would modify the provisions of this table related to residential development.

Table 1 – SGC Overlay District Use Table

Use	SunRidge General Commercial Overlay Zoning District	Current Zoning
Dwelling, Multifamily	N[1]	P
Recreational Vehicle Parks	N	P
Equipment Sales and Rental	C	P
Maintenance and Repair, Small Equipment	C	P
Auto and Vehicle Sales	C	L
Auto and Vehicle Rental	C	P
Auto and Vehicle Storage	N	P
Vehicle Services, Major	C	P
Vehicle Services, Minor	C	P
Manufacturing, Small Scale	C	P
Storage, Warehouse	N	L
Wholesaling and Distribution	N	P

1 - Multifamily dwellings may be approved upon issuance of a Conditional Use Permit for the GC zoned sites within the SGC overlay zone located at the southwest corner of Sunrise Boulevard and Douglas Road and at the southeast corner of Sunrise Boulevard and Chrysanthy Boulevard, subject to the following finding:

a. At full build-out of the Specific Plan, the retail and commercial needs of residents in the vicinity of the SunRidge GC Overlay properties can be met upon the remaining SunRidge GC overlay sites.

   The Applicant shall provide supporting evidence, prepared by a qualified marketing consultant, to demonstrate consistency with this finding at application submittal.

Key: P - Permitted
L – Permitted subject to Limited Use Permit
C – Permitted subject to Conditional Use Permit
N – Not Permitted

Following the City Council work session, staff reviewed the GC use listings again and identified a few areas of concern related to non-residential uses in the GC zone. Staff has included in the above table additional changes to use regulations that affect Auto and Vehicle Sales, Auto and Vehicle Rental, Vehicle Services, Major, and Vehicle Services, Minor. If amended, these uses would all require a Conditional Use Permit in the SGC overlay zone. Staff has not received any objections to the changes related to non-residential uses included in the above table.

With regard to residential use restrictions, all directly affected property owners – AKT, Donahue Schriber, SBM-Montelena - are aware of these proposed Code changes. SBM-Montelena and AKT were supportive of the change for their sites on Douglas Road. Donahue Schriber and AKT (for its Chrysanthy site) have requested that the City maintain existing residential use allowances.

REQUEST FOR ADDITIONAL CONSIDERATION

Following the July 15th, Council work session, staff was approached by representatives of Donahue Schriber and AKT with requests to discuss the SGC Overlay. Both landowners have sought specific adjustments to the Overlay District. Donahue Schriber has requested that their property retain the rights to residential uses that exist under the current GC zoning. AKT has requested that its Chrysanthy site retain its current residential use rights. Further, AKT will accept any restrictions the City proposes on its Sunrise/Douglas, but requests that this property and the adjacent Donahue Schriber property receive equal treatment.

Options for Council Consideration

In the event that Council wishes to reconsider the SGC Overlay regulations, staff has prepared a table that compares three options. These options include:

Option 1: Council Direction
- No residential allowed on AKT's Sunrise/Douglas site or on the Montelena site
- Residential allowed subject to a Use Permit on Donahue Schriber site and AKT's Chrysanthy site

Option 2: Staff Alternative
- No residential allowed on any GC site adjacent to Douglas Road
- No change to current GC regulations for the AKT Chrysanthy site (residential allowed)

Option 3: Donahue Schriber Alternative
- No multi-family development allowed in the SGC Overlay until 180,000 square feet of commercial is built on affected sites – such development to include a neighborhood grocery store.
- Once the threshold of building 180,000 square feet of commercial (including a grocery store) has been accomplished, multi-family development would be allowed by right on remaining SGC Overlay sites.
- The SGC Overlay shall expire after five years unless the City Council approves an extension of the SGC Overlay District.

The advantages and disadvantages of these three options are described in the following table and, upon Council request, will be discussed further during the review of this proposed action.

Analysis in the following table focuses on the surety that commercial sites will be available to meet commercial needs within SunRidge and how providing such surety for commercial development will affect property owners. From a broader perspective, assuring adequate commercial sites within SunRidge will have the following advantages:

- A mix of residential and commercial uses that promotes a jobs/housing balance will help to meet the employment and commercial needs of residents
- Multiple commercial nodes increases convenience for residents seeking goods and services
- Adequate sites allow for a greater range of commercial uses, including neighborhood retail and a variety of professional services
- Retail uses generate local revenues needed to fund services within the community

Options for Council Consideration

Option	Advantages	Disadvantages
Work Session Alternative • No residential allowed on AKT's Sunrise/Douglas site or on the Montelena site • Residential allowed subject to a Use Permit on Donahue Schriber site and AKT's Chrysanthy site	• Assures two key GC sites will be available for commercial • Limits residential on two additional commercial sites (CUP required)	• Does not meet desires of either Donahue Schriber of AKT • Uneven treatment of two properties at Sunrise and Douglas • CUP standard has been questioned, land owners see this as a major hurdle to residential development
Staff Alternative • No residential allowed on any GC site adjacent to Douglas Road • No change to current GC regulations for the AKT Chrysanthy site	• Assures three most competitive commercial sites will be reserved for commercial development • Even treatment of two sites at Sunrise and Douglas • Meets AKT highest interest of flexibility for Chrysanthy site • Avoids complexity and uncertainty of CUP process	• Does not meet Donahue Schriber desires for residential flexibility on their property

Donahue Schriber Alternative
• No residential development in SGC Overlay until 180,000 square feet site of commercial (including a grocery store) is built.
• Once 180,000 square feet of commercial is constructed, residential allowed by right on remaining SGC Overlay sites.
• SGC Overlay expires after 5 years unless Council acts to extend.
	• Assures two commercial centers will be built on the four GC sites in SunRidge
	• Streamlined residential approval (no CEQA review) after commercial threshold is met
	• Even treatment of two sites at Sunrise and Douglas
		• Only assures 180,000 square feet of commercial on the four GC sites
		• Expiration provisions are a concern
		  • Five years not adequate to know how much commercial is needed or supported by the market
		  • Automatic expirations of land use regulations are problematic

FISCAL IMPLICATIONS

The fiscal impact of the proposed action on City finances is anticipated to range between no impact to a beneficial impact. The commercial uses that this action would promote typically generate less demand for service than residential development and generate more revenue for the City than residential development. Further, provision of retail and service oriented commercial uses will enhance the SunRidge community and promote a more vibrant community, thereby enhancing the fiscal stability of the City.

ENVIRONMENTAL REVIEW

An addendum to the to the Sunrise Douglas Community Plan (SDCP) and SunRidge Specific Plan (SRSP) Environmental Impact Report (EIR) has been prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 for the proposed zoning code amendments.

The City has reviewed the potential environmental impacts related to the proposed zoning amendments. The City finds that no new or substantially more severe impacts would result from these amendments and that prior analysis contained in the originally certified Specific Plan EIR 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.

ATTACHMENT

Donahue Schriber SunRidge GC Overlay District Alternative

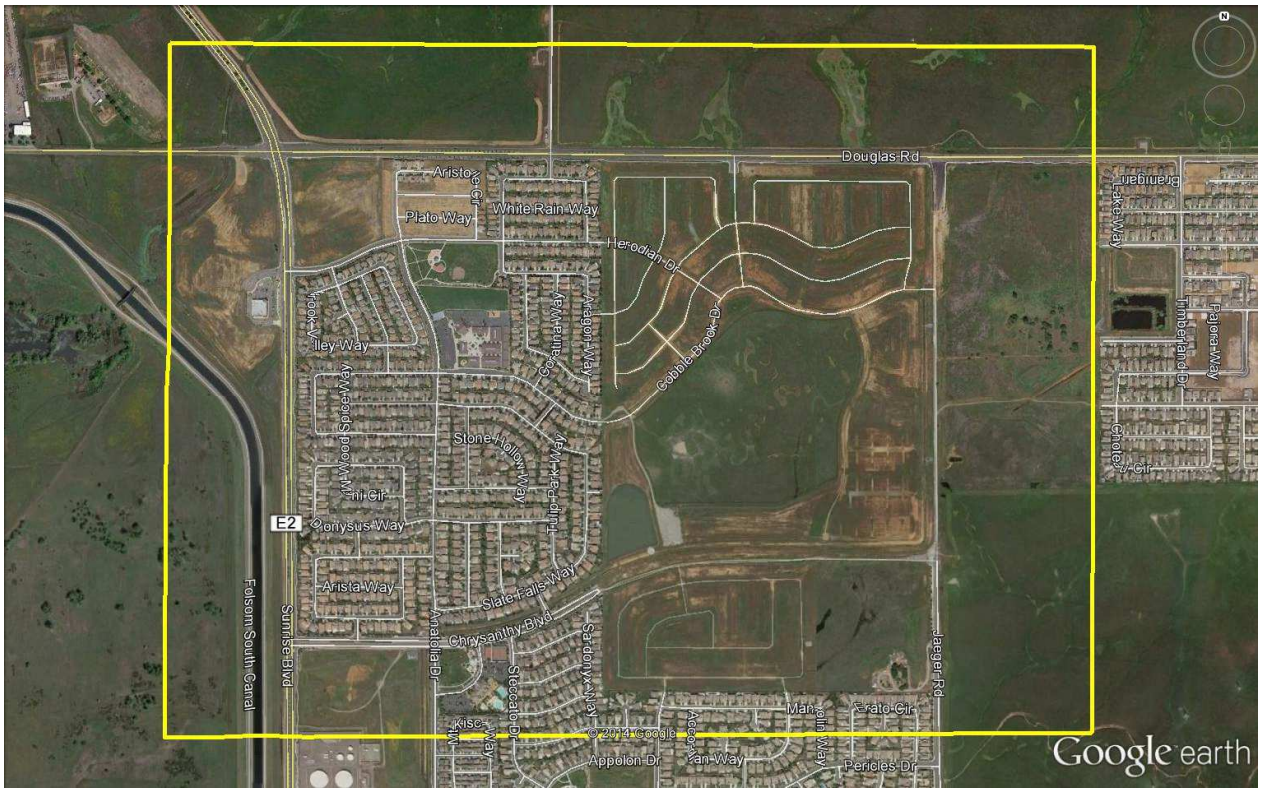
Donahue Schriber Proposal

1. The SunRidge General Commercial (SGC) Overlay Zone is hereby created for Assessor's Parcel Numbers SAC 067-0030-038-0000, SAC 067-0430-001-0000, and Montelena property. No multifamily uses shall be allowed within the SGC Overlay Zone prior to the construction of at least 180,000 square feet of commercial and retail space (including a least one neighborhood grocery store) within the bounded area identified on Exhibit A hereto.

2. Upon construction of at least 180,000 square feet of commercial and retail space (including a least one neighborhood grocery store) within the bounded area identified on Exhibit A hereto, multifamily uses shall be permitted as a matter of right within the SGC Overlay Zone.

3. The SGC Overlay Zone shall expire after five (5) years from the date it becomes effective unless the City Council approves an extension of the SGC Overlay Zone.

Exhibit A



General Commercial Zoning In the SunRidge SP Area

Rancho Cordova City Council

December 1, 2014

a fresh take. RANCHO CORDOVA CALIFORNIA

aFreshTake.org

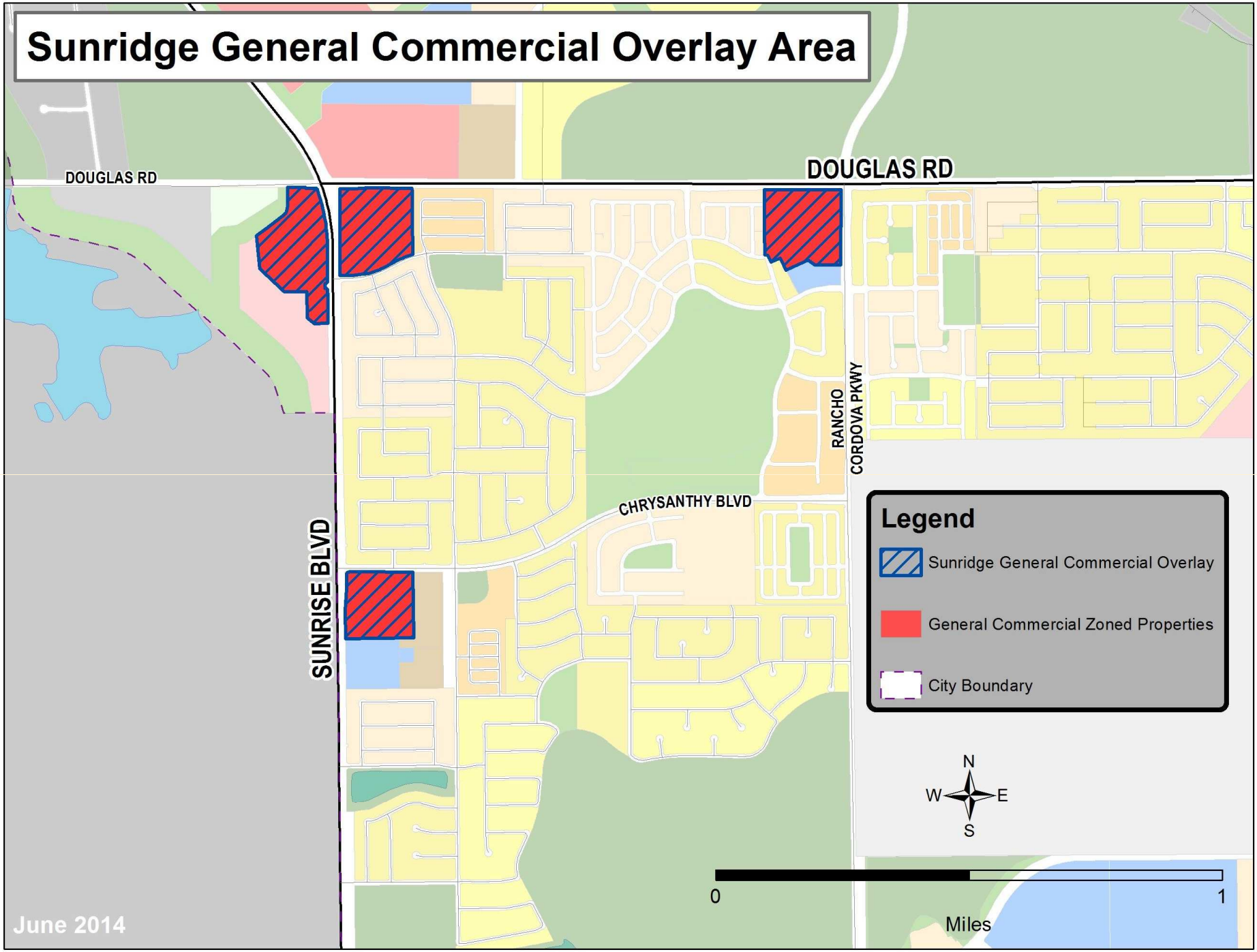
SunRidge Background

- SunRidge SP was approved prior to Cityhood
- Shopping Center (SC) designation applied to various sites
- Litigation against original approval required City to vacate SunRidge approvals
- To facilitate commercial development, City rezoned commercial sites to General Commercial (GC) in 2013

Current Zoning
(RDOSP)
DOUGLAS RD
AG20
POS (SDSP)
GC
LC (SDSP)
GC
RD 10 (SDSP)
RD 7 (SDSP)
POS (H) (SDSP)
RD 5 (SDSP)
RD 7 (SDSP)
SUNRISE BLVD
RD 7 (SDSP)
GC
RD 5 (SDSP)
CS
POS (SDSP)
RD 5 (SDSP)
N
W
E
S
0
0.25
Miles
RD 10 (SDSP)
RANCHO CORDOVA PKWY
RD 4 (SDS
RD 5 (SDSP)
CHRYSANTHY BLVD
RD 7 (SDSP)
POS (SDSP)
GC
RD 20
POS (H) (SDSP)
RD 10 (SDSP)
CS
RD 5 (SDSP)
July 2014

July 15 Council Work Session

- City Council Work Session held on July 15, 2014
- Meeting discussed currently allowed uses and requested Council direction on whether allowed uses for GC properties in the SunRidge area should be amended
- City Council directed staff to proceed with establishing the SunRidge GC Overlay District


Sunridge General Commercial Overlay Area
DOUGLAS RD
DOUGLAS RD
RANCHO CORDOVA PKWY
CHRYSANTHY BLVD
SUNRISE BLVD
Legend
Sunridge General Commercial Overlay
General Commercial Zoned Properties
City Boundary
N
W
E
S
0
1
Miles
June 2014

Proposed Code Amendments

- Council directed staff to prepare a Code Amendment that would result in the following:
  - Multi-family dwellings allowed subject to Conditional Use Permit at Chrysanthy/Sunrise site and the southwest corner of Douglas/Sunrise site; and
  - Residential uses not permitted at southeast corner of Douglas/Sunrise and Douglas/Rancho Cordova Parkway sites

Commercial Use Revisions

Use	Sunridge General Commercial Overlay Zoning District	Current Zoning
Recreational Vehicle Parks	N	P
Equipment Sales and Rental	C	P
Maintenance and Repair, Small Equipment	C	P
Auto and Vehicle Sales	C	L
Auto and Vehicle Rental	C	P
Auto and Vehicle Storage	N	P
Vehicle Services, Major	C	P
Vehicle Services, Minor	C	P
Manufacturing, Small Scale	C	P
Storage, Warehouse	N	L
Wholesaling and Distribution	N	P

Key: P - Permitted
L – Permitted subject to Limited Use Permit
C – Permitted subject to Conditional Use Permit
N – Not Permitted

Potential Options for SunRidge GC

- Staff has analyzed three alternatives for the SunRidge GC Overlay should Council wish to consider alternative approaches.
  - July 15 Work Session Alternative
  - Staff Alternative
  - Donahue Schriber Alternative

July 15th Work Session Alternative

Approach:

- No residential allowed on AKT's Sunrise/Douglas site or on the Montelena site
- Residential allowed subject to a Conditional Use Permit on Donahue Schriber site and AKT's Chrysanthy site

Advantages:

- Assures two key GC sites will be available for commercial
- Limits residential on two additional commercial sites (CUP)

Disadvantages:

- Does not meet desires of either Donahue Schriber of AKT
- Uneven treatment of two properties at Sunrise and Douglas
- CUP standard questioned by City staff and Property Owners

Staff Alternative

Approach:

- No residential allowed on any GC site adjacent to Douglas Road
- No change to current GC regulations for the AKT Chrysanthy site

Advantages:

- Assures three most competitive commercial sites will be reserved for commercial development
- Even treatment of two sites at Sunrise and Douglas
- Meets AKT highest interest of flexibility for Chrysanthy site
- Avoids complexity and uncertainty of CUP process

Disadvantages:

- Does not meet Donahue Schriber desires for residential flexibility on their property

Donahue Schriber Alternative

Approach:

- No residential allowed on SGC overlay sites until construction of 180,000 sq. feet of commercial/grocery store
- Residential allowed by right on any SunRidge GC site after construction of 180,000 sq. feet of commercial/grocery store
- SGC Overlay expires after 5 years unless extended by Council

Advantages:

- Assures two commercial centers will be built in SunRidge
- Streamlined residential approval after commercial threshold is met
- Even treatment of two sites at Sunrise and Douglas sites

Disadvantages:

- Only assures 2 of the 4 SunRidge GC sites will be built as commercial
- Five year expiration is not adequate period
- Automatic expiration of SGC Overlay is problematic

Requested Direction/Action

- Consider the three options for SunRidge General Commercial Overlay Regulations
- Provide direction on Council's preferred approach
- Continue item to a date certain for action

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **POINT EAST HOTEL AND EVENT CENTER CONDITIONAL USE PERMIT, DESIGN REVIEW AND ADJUSTMENT; PROJECT NO. DD8533 – LOCATED AT 11212 POINT EAST DRIVE.**

PROPERTY OWNER:	**APPLICANT/DEVELOPER:**
D&S Development, Inc. 1011 10th Street Sacramento, CA 95814	D&S Development, Inc. Ms. Sara Lebastchi 1011 10th Street Sacramento, CA 95814

PROJECT:	The applicant is requesting a Conditional Use Permit (CUP), Design Review Permit, and an Adjustment permit to construct a new four-story 53,600 square foot 89-room extended stay hotel with a new associated 5,890 square foot event center. Construction also would include new parking areas, lighting, landscaping, and pedestrian gathering areas for an undeveloped site at the corner of Folsom Boulevard and Point East Drive.
FILE:	DD8533
LOCATION:	Northeast corner Point East Drive and Folsom Boulevard;
APN:	058-0270-060
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDATION

Adopt Resolution 135-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 135-2014 would allow construction of a new four-story 53,600 square foot 89-room extended stay hotel, new 5,890 square foot event center, outdoor seating, new parking and landscaping on an undeveloped section of an parcel at the northeast corner of Point East Drive and Folsom Boulevard.

BACKGROUND

D&S Development, Inc. (Applicant) presented a new hotel and event space to the Development Services Team meeting on March 18, 2014. The discussion included the need for an on-site parking adjustment and possible financial assistance from the City.

On June 24, 2014, the City Council conducted a workshop to discuss possible incentives for a new 89-room extended stay hotel and an approximate 6,790 square foot event space. The three main incentives proposed by the applicant included:

- Defer the building and development impact fees;
- Assist with public off-site infrastructure improvements; and
- Provide an Adjustment to the parking standard.

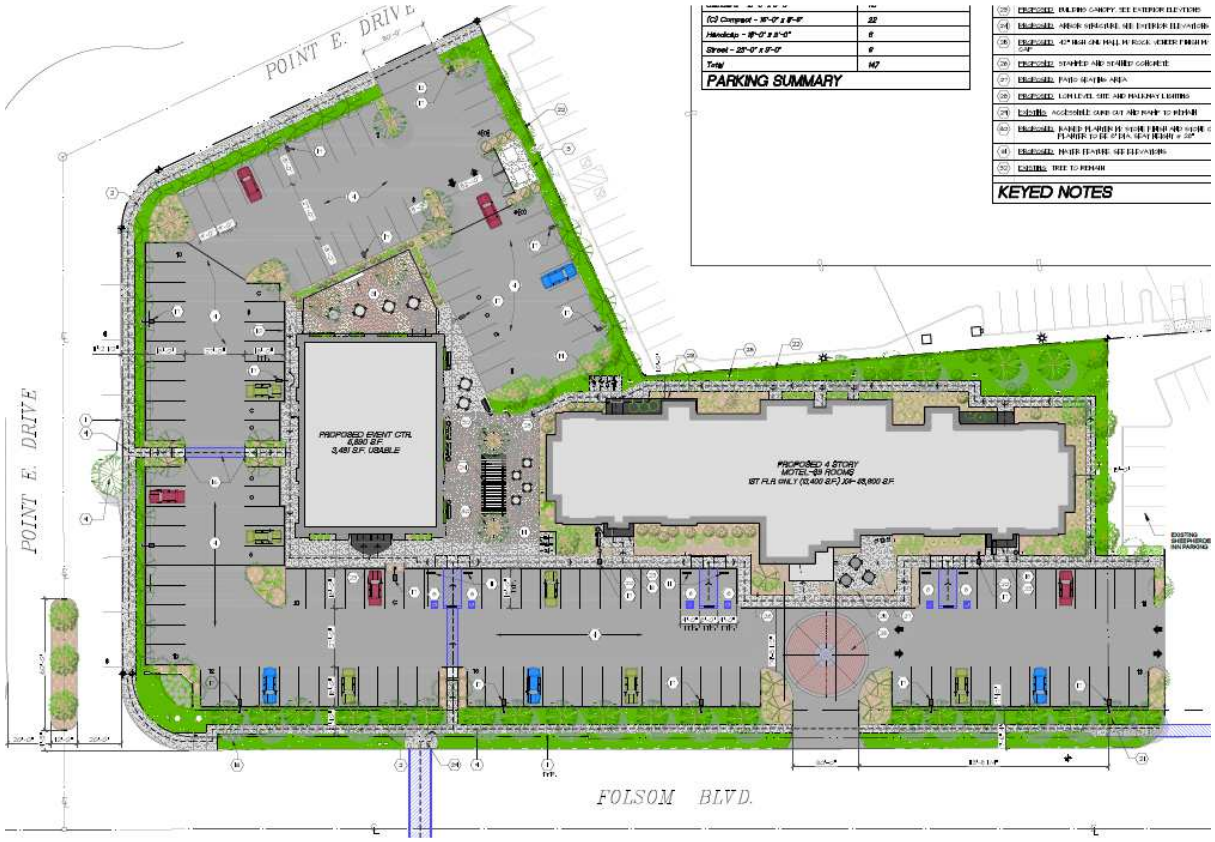
Council directed staff to work with the applicant on these potential incentives. On September 15, 2014 the Council reviewed and tentatively agreed to the requested incentives pending a formal review and approval of the hotel and event center.

On September 18, 2014 the applicant submitted an application for a Conditional Use Permit, Design Review, and Adjustment for parking to construct a hotel and event center, consistent with the scope of work presented to City Council during the September 15, 2014 meeting. The project has been reviewed by all departments and applicable agencies for its consistency with all Federal, State, and local regulations.

Figure 1: Project Site (Existing Conditions)



Figure 2: Site and Landscaping Plan



REQUIRED PERMITS AND REGULATORY BASIS

Hotels are allowed by-right in the project's GC (General Commercial) zone; however the project is also located within the Convention Overlay District, which allows extend stay hotels with the approval of a Conditional Use Permit (Table 23.325-1). Major Design Review (Section 23.141) is required to ensure compatibility and implementation of development standards. As part of the design review process, the site design was reviewed for consistency with landscape and parking standards and the proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site.

Due to the infill project being located on a parcel of relatively small and unique size, the design is incapable of meeting the required parking demand of 229 on-site spaces as required by Table 23.719-1. Although the project will receive a 10-percent reduction (22-spaces) for being within one-quarter mile of a major transit stop (23.719.090.B.3), an Adjustment permit is required to compensate for the approximate 26-percent (60-spaces) remaining shortfall. This is discussed further in the Zoning analysis section below.

Permits Required after Approval:

- Unified Sign Program (to Council)
- Improvement Plans/Grading Permit
- Building Permit
- Business License

ANALYSIS

General Plan:
The project site is within the Folsom Boulevard Planning Area (FBPA) which serves as the high-intensity development center with Transit-Oriented and Regional Town Centers strategically located at light rail stations and freeway interchanges. This development is positioned to take advantage of the proximity and availability of Light Rail with the proposed hotel visible from Highway 50, creating a significant opportunity for an identifiable project that contributes to the enhanced character of the City. A new hotel and event center are consistent with the General Plan designation as the project will encourage new visitors to the City through special events and overnight accommodations. The project is in close proximity to the Sunrise Light Rail station and has been designed to accommodate pedestrian traffic from the station along Folsom Boulevard.

Zoning Code:
The project site is zoned GC (General Commercial) which provides for a wide variety of general commercial and heavier types of commercial uses. The site is also within the Convention Overlay District (CO) which was intended to be a special place in the city that is entertaining, vibrant, and inviting to tourists, visitors, and residents alike. This overlay district supplements the provisions of the underlying zoning districts for the special purposes identified herein. Where there is conflict between this overlay district and the underlying base district, the overlay district regulations prevail. An additional hotel and event center is consistent with the GC zoning and convention overlay designation as the facility will be positioned to accommodate future visitors to the City.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
11212 Point East Drive	The west half of the lot is undeveloped while the east half contains the existing Fire Rock Grill restaurant and parking area.	FBPA (Folsom Boulevard Planning Area)	GC (General Commercial) and CO (Convention Overlay)
North	Surplus parking area for the Marriot hotel	FBPA	GC
East	Existing Ichi Maki restaurant and parking area.	FBPA	GC, M-1 (Light Industrial), and CO
South	Existing Light Rail Station and Warehouse	FBPA	RMU (Residential Mixed Use) , M-1 , and CO
West	Existing Marriott hotel with landscaping and parking	FBPA	GC and CO

Parking:
As mentioned above, the project will not meet the required parking amount without the approval of a parking Adjustment permit and further reductions outlined in Section 23.719.090 of the Zoning Code. The 89-room hotel and 5,890 square foot event center require approximately 229 parking stalls based on Zoning Table 23.719-1, while the project only provides 147-spaces (82-spaces or 36% shortfall). Zoning Code section 23.719.090.B allows a 10-percent reduction to parking for all projects within one-quarter mile of a major transit stop (e.g., light rail stations, BRT stations, or significant bus facilities). This would result in a 22-space reduction of the required parking amount. Since the project would still be deficient 60-space (26-percent), the applicant has asked for a parking Adjustment permit consistent with Zoning code section 23.719.090.F. This is within the 30-percent maximum reduction allowed by Section 23.131.020.

Pedestrian and Shared Spaces:
A significant feature of the project will be the outdoor assembly space between the hotel and event center. This area will serve as a gathering place for hotel patrons and event center guests and will serve as a visual anchor for outdoor activities within the project. The current plan includes varied pavement design designated by a change in color with integrated landscaping, a water feature to the north of the event center, and seating for patrons to the north and east of the event center. Landscaped planters have been added to the event center, while a 10-foot arbor feature bordered by raised stone planter containing an October Glory Maple tree.

Although the plan does indicate many of the required elements for pedestrian-oriented space, Section 23.722.040 requires the submittal of a detailed pedestrian plan. This plan shall include water features and lighting specifics, seating that adheres to the standards of 23.722.050, as well as additional amenities that could include fencing, signage, and public art. This plan must include illustrations and possible renderings of what the area will look like onsite and from the public right-of-way.

This detailed pedestrian plan is required as condition #26 of the attached Conditions of Approval (**Exhibit B**).

Figure 3: Main Gathering Space (between event center and hotel)

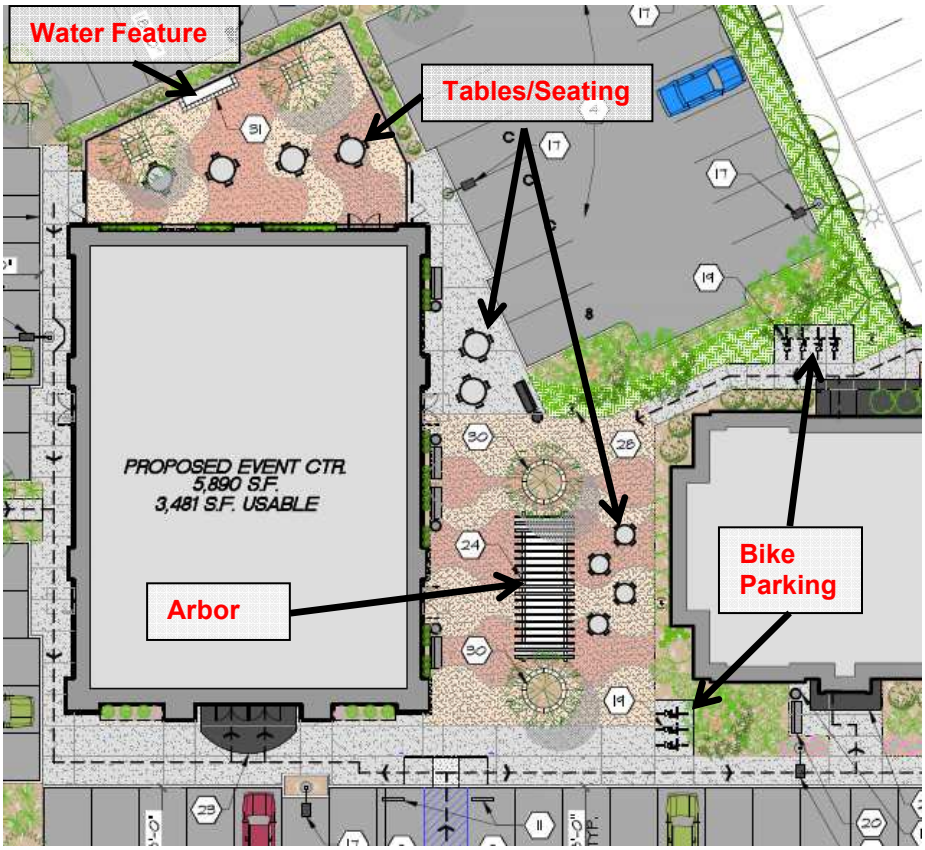
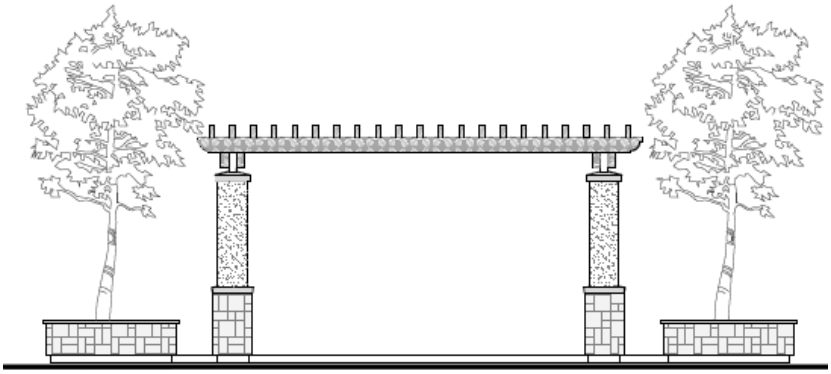


Figure 4: Arbor with Raised Stone Planters (Each with 15-Gallon October Glory Maple)



Design:
All renovations and new construction must adhere to the City's Design Guidelines to ensure all improvements and additions will be attractive while integrating into the surrounding environment. The project has been review in accordance with Section A, B, and H for commercial development and community facilities (event center).

Site Plan and Landscaping:
The hotel and event center have been positioned to face Folsom Boulevard and integrate the new parking area and landscaping into the surrounding hotels and Fire Rock restaurant to the east. The main entrances will face Folsom Boulevard, while to the left of the main area will be additional patio seating for guests surrounded by a 42-inch high masonry wall with a rock veneer finish. Parking will wrap around the south, west, and north side of the event center giving guests direct access to the facility, especially from the secondary access along Point East Drive. A new 12-foot by 60-foot landscaped median is proposed at the north intersection of Point East Drive and Folsom Boulevard as a traffic calming measure for automobiles heading north and south on Point East Drive.

The plans have been designed with a striped and designated pathway at the south end of the parking area to accommodate pedestrian foot traffic coming from Folsom Boulevard and the Sunrise Light Rail station. To improve pedestrian connectivity from Folsom Boulevard, condition #24 was included to provide better internal circulation and safety for guests through the addition of pedestrian crossway improvements such as raised crosswalks, enhanced stripping and signage. The landscaped median and pedestrian crossway improvements are described in detail on the attached Conditions of Approval (**Exhibit B**).

The landscaping includes a mix of 15-gallon October Glory Maple, London Plain Tree, and Crape Myrtle Light Lavender along with turf, groundcover and shrubs along Point East Drive and Folsom Boulevard. Strawberry Tree Multi-Trunk, Columnar European Hornbeam, Bronze Loquat Multi-Trunk, and Golden Rain Tree will be used throughout the site along the building facades and pedestrian areas. While a final landscaping plan will be required, as discussed in the pedestrian and shared space section above, additional planters will be requested for the main gathering area between the hotel and event center.

Architecture:
The ground floor (base) will consist of a stone façade compared to the second through fourth floors use of stucco. This is consistent with the City's design guidelines to create a more layered building elevation that will seem more human scale by bringing the heavier material (El Dorado Stone) to ground level. The hotel roofline has varying heights (49-feet to 42-feet) while the event center proposes the same features (27-feet to 21-feet) but at a smaller scale. These are consistent with Zoning Code regulations for height and are intended to break up the massing of the façades by matching up with the varying façade projections that are capped with a clearly defined roofline line cornice. A variety of warm (adobe, tan, orange) and cool (light olive and grey) colors have been used to further break up the façade massing while making the building aesthetically pleasing for passing motorist.

The hotel entrance will have a clearly defined canopy that will project from the main building while the event center entrance contains a much smaller canopy and elevated roofline to designate the main entrance from the public right-of-way. Additional windows and glass doors have been added to the hotel ground floor while landscaping has been added to the event center to break of the monotony of the bare walls facing the pedestrian and parking areas. Although shown on the plans, signage is not approved with this project as a unified sign program will be required and contained within the conditions of approval.

Figure 5: Hotel Entrance (South Elevation facing the Folsom Blvd)



Figure 6: Hotel (North Elevation facing the Hyatt hotel)



Figure 7: Event Center Entrance (South Elevation facing Folsom Blvd)



Figure 8: Event Center Entrance (East Elevation facing the Hotel)



Figure 9: Event Center Entrance (East Elevation facing the Hotel)



FISCAL ANALYSIS OF PROJECT

Although the developer and City have agreed to a financial agreement to reduce some of the costs associated with construction, the City anticipates that this project will still provide additional revenues from an increase in transit oriented taxes and increase in general sale of goods purchased by the hotel and event center staff and guests.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section15332 (Infill). A description of the evidence for the exemption is found in the findings included in **Attachment 1**.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15332 and adopt Resolution No. 135-2014 the Conditional Use Permit, Design Review, and Adjustment for the Point East Hotel and Event Center DD8533, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**)."

ATTACHMENTS

1. Resolution 135-2014, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. Resolution 112-2014 For Financial Assistance Agreement.
3. 500' Radius Map with Mailing Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE POINT EAST HOTEL AND EVENT CENTER CONDITIONAL USE PERMIT, MAJOR DESIGN REVIEW, AND ADJUSTMENT - PROJECT NO. DD8533

WHEREAS, on September 15, 2014, the Rancho Cordova City Council approved Resolution 112-2014 authorizing the City Manager to execute a financing agreement with D&S Development, Inc. (hereinafter referred to as Applicant) to construct new 89-room extended stay hotel with an associated event center contingent upon a formal submittal for a Conditional Use Permit, Design Review and Adjustment consistent with all federal, state, and local regulations; and

WHEREAS, On September 18, 2014 the Applicant filed a formal submittal to construct a new four-story 53,600 square foot 89-room extended stay hotel with a new associated 5,890 square foot event center located at 11212 Point East Drive at the northeast corner of Point East Drive and Folsom Boulevard. (Assessor's Parcel Number: 058-0270-060-0000); and

WHEREAS, this project was reviewed by all applicable City departments and agencies for comments and conditions; and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Point East Hotel and Event Center Conditional Use Permit, Design Review Permit, and an Adjustment Permit **(Exhibit A)**, subject to the following findings and attached Conditions of Approval **(Exhibit B)**:

A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is a Class 32 Categorical Exemption (15332) for infill projects, as supported by the following:

1. Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

   Evidence: Point East Hotel follows the applicable policies and designation provided in the General Plan Folsom Boulevard Planning Area for the City of Rancho Cordova. The location is also zoned General Commercial (GC) in the Convention Overlay which permits event centers and extended stay hotels with the approval of a conditional use permit. These uses are intended to attract new visitors to the City consistent with the General Plan vision and Zoning requirements.

2. Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Evidence: The proposed project will be constructed at 11212 Point East (APN: 058-0270-060-0000) located on the corner of Folsom Boulevard and Point East Drive which is well within Rancho Cordova city limits. At 2.32 acres the project site does not exceed the maximum 5 acres and is surrounded by other "urban" uses such as restaurants and hotels.

3. Finding: The project site has no value as habitat for endangered, rare or threatened species.

   Evidence: The proposed project will not displace any endangered or threatened species as the site has no value as a habitat or community for this class. Any changes in environment will be minor to none.

4. Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

   Evidence: The proposed project location has adequate forms of transportation that will minimize the effects of any increased traffic in the area. There are existing roadways of both Folsom Boulevard and Point East Drive as well as proposed onsite bike parking and sidewalks for individual transportation. Sunrise Light Rail Station is also available directly across Folsom Boulevard for those wishing to take public transportation. The project will not have any effects on noise, air quality, or water quality in the surrounding area as the area was already reviewed as per the General Plan Environmental Impact Report that assumed build out consistent with the proposed plan.

5. Finding: The site can be adequately served by all required utilities and public services

   Evidence: The Point East proposed location does have adequate access to all required utilities including water, sewer, refuse, electricity, and telephone services.

B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

   1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

      Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the Convention Overlay, the Zoning Code and Municipal Code, and the General Plan. The Convention Overlay seeks to "establish an area in the City specifically for the development of a convention center with related and supporting uses." The project consists of an extended stay hotel and a 5,890 square foot event center that is in keeping with the Convention Overlay and all applicable standards, and guidelines.

   2. Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The proposed overall design includes a new parking area, lighting, landscaping, and pedestrian gathering areas for undeveloped areas which flow well with the site design of the hotel and event center. These designs will also enhance the character of the community as the project site is currently a vacant lot and will be developed into an area of entertainment and public gathering. The building's façade and use of color and material are consistent with the City's Design Guidelines for commercial and community facility projects.

3. Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements, establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

   Evidence: The design and proposed use of the project is established clearly within the submitted application for Major Design Review, Conditional Use Permit and Adjustment. The design and use are consistent with the existing businesses in the area which consist of hotels, restaurants, warehousing, and light rail station south of Folsom Boulevard. The design, color, and materials are compatible with the character and of existing development and have been designed to foster a more human scale façade.

4. Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

   Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the main entrance will be located on Folsom Boulevard while a secondary access will be along Point East Drive at the north end of the project. The project has been conditioned to improve safety for pedestrians coming from Folsom Boulevard or that utilize the Sunrise Light Rail Station. Also improvements will be made to the existing sidewalks and right-of-way along the project site in accordance with all local standards.

C. Approve the Conditional Use permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.134.030 and evidence as follows:

1. Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

   Evidence: The proposed hotel and event center have been designed to follow all Zoning regulations and provisions in the Rancho Cordova Municipal Code. The project site is located on the corner of Folsom Boulevard and Point East Drive near Sunrise Station which utilizes existing public transportation, minimizing traffic impacts. The project has been conditioned to minimize any impacts from construction and/or operation of the new establishment.

2. Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.

Evidence: The proposed project will fit within the existing adjacent land uses and will compliment these uses by providing both a hotel and an event center. The project parking is designed to connect to existing parking at the Fire Rock Restaurant to facilitate movement of autos and pedestrians between these uses. The applicant has also applied for an Adjustment with the City of Rancho Cordova which allows up to a 30% reduction in parking and will bring the project site to code compliance. The findings for the Adjustment are listed below.

3. Finding: All required public facilities have adequate capacity to serve the proposal.

   Evidence: The new hotel and even center will have all required public facilities (water, sewer, solid waste, electric, etc.) and all facilities are equipped to handle the needs of the proposed project.

4. Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

   Evidence: The project has been designed to meet all of the applicable standards of the General Plan, Zoning Code, and Design Guidelines. To ensure compliance with all standards, the project has been conditioned to guarantee these standards are achieved before any building permit can be issued.

5. Finding: If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the zoning code, where feasible.

   Evidence: The project site currently has no existing structures and therefore has no elements that are nonconforming. The proposed project is a new development and has been designed to meet all applicable standards, regulations, and provisions of the Zoning Code of the City of Rancho Cordova.

D. Approve the Adjustment permit subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code sections 23.131.040 and evidence as follows:

1. Finding: That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.

   Evidence: The proposed project has fully utilized the project site and has been designed to provide a desirable environment within its own boundaries as well as within its surrounding community. The project is equipped with an event space as well as a pedestrian and shared space that supports the purpose and intent of the Convention Overlay. The project presents a unique design that will accommodate motorists while encouraging multimodal forms of transportation.

2. Finding: That the proposed development is compatible with existing and proposed land uses in the surrounding area.

   Evidence: This new development is compatible with the surrounding restaurant, hotels, light rail station, and other surrounding uses in the area. The use of “Hotel & Motel, Extended Stay” is supportive of the intent of the Convention Overlay and will be compatible with future proposed land uses that will continue to push forward that purpose.

3. Finding: That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions (e.g., additional open space, protection of natural resources, improved pedestrian connectivity, public plazas, etc.).

   Evidence: The proposed project was unable to meet the parking requirements for the event center use under the Rancho Cordova Zoning Code. The project is required to make accommodations and develop amenities such as on-site bike parking, re-developed sidewalks, and easy access to Sunrise Light Rail station in order to encourage other forms of travel. The project has been conditioned to improve both onsite and offsite circulation, that will minimize pedestrian and automotive conflicts.

4. Finding: Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.

   Evidence: The approval of the adjustment will not adversely affect neighboring or nearby interests as the location of the project site allows for the use of alternative forms of transportation such as light rail and on-site bike parking. The development of the event center will also bring more visitors to the area providing more business to neighboring hotels and restaurants.

5. Finding: The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.

   Evidence: The granting of the adjustment will allow for the Point East Hotel and Event Center to be compliant with the Rancho Cordova Zoning Code and therefore be permitted for development. The use of “Hotel and Motel, Extended Stay” is permitted with a CUP under the Convention Overlay which is included in the General Plan Planning Area vision for area. The adjustment will not create any deviation from any Specific Plans or Agreements as there are none.

6. Finding: The adjustment is the minimum required to achieve the desired result

   Evidence: The project has been through careful review and has been designed with amenities and nearby options in mind that could reduce the amount of parking required. However, with the relatively small size of the lot, access to efficient public transportation and on-site bike parking will still not bring the development to compliance with the zoning code parking requirement, therefore, an adjustment is required to achieve the desired result.

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

EXHIBIT A

TREE	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	ACE GLO	ACER RUBRUM 'OCTOBER GLORY' TM / OCTOBER GLORY MAPLE	15 GAL
	ARB TRE	ARBUTUS UNEDO / STRAWBERRY TREE MULTI-TRUNK	15 GAL
	CAR COL	CARPINUS BETULUS ' COLUMNARIS' / COLUMNAR EUROPEAN HORNBEAM	15 GAL
	ERI MUL	ERIOBOTRYA DEFLEXA / BRONZE LOQUAT MULTI-TRUNK	24" BOX
	KOE PAN	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	15 GAL
	LAG MUS	LAGERSTROEMIA X 'MUSKOGEE' / CRAPE MYRTLE LIGHT LAVENDER	15 GAL
	PLA BLO	PLATANUS X ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	15 GAL

TREE LEGEND

SHRUB	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	BER CRI	BERBERIS THUNBERGII 'CRIMSON PYGMY BARBERRY	5 GAL
	CAL KAR	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL
	CAL DWA	CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF WEEPING BOTTLEBRUSH	1 GAL
	COL SUN	COLEONEMA PULCHRUM 'SUNSET GOLD' / GOLDEN BREATH OF HEAVEN	5 GAL
	JUN ELK	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL
	MUH RIG	MUHLENBERGIA RIGENS /DEER GRASS	5 GAL
	NAN FOW	NANDINA DOMETICA 'FIRE POWER' / FIREPOWER NANDINA	5 GAL
		ANNUAL COLOR PLANTING	

SHRUB LEGEND

PROJECT INFO: NEW 4 STORY (89 ROOM) HOTEL
NEW SINGLE STORY EVENT CENTER

PROJECT OWNER INFO:

PROJECT ZONING: C-3

PROJECT INFORMATION

TOTAL SITE AREA:	2.32 Acres = 101,447 SF.
Building/Land	BUILDING FOOT PRINTS - 13,400 and 6,790 = 20,190 20,190 /101447 = 19.9%
Landscape/Land	16,780 /101447 = 16.6%
Paving/Land	43,716 /101447 = 43.2%
Hardscape/Land	20,671 /101447 = 20.3%

SITE CALCULATIONS

PARKING REQUIRED HOTEL	1/PER ROOM = 89
PARKING REQUIRED EVENT CENTER	1/10 = 58
TOTAL PARKING REQUIRED	147
PARKING PROVIDE	147

STALL TYPE	QUANTITY
Standard - 18'-0" x 9'-0"	117
(C) Compact - 16'-0" x 8'-6"	22
Handicap - 18'-0" x 9'-0"	6
Street - 23'-0" x 9'-0"	6
Total	151

PARKING SUMMARY

NO.	DESCRIPTION	DETAIL
1	EXISTING CURB AND GUTTER TO REMAIN	
2	PROPOSED SITE LIGHTING	
3	PROPOSED TRASH ENCLOSURE PER CITY OF RANCHO CORDOVA STANDARDS	
4	PROPOSED PARKING LOT PAVEMENTS PER PUBLIC WORKS STANDARDS	
5	PROPOSED UNAUTHORIZED VEHICLES SIGNAGE	
6	PROPOSED PEDESTRIAN PATH OF TRAVEL PER CITY OF RANCHO CORDOVA CITY STANDARDS	
7	EXISTING POWER POLE/STREET LIGHTING TO REMAIN	
8	PROPOSED ACCESSIBLE PARKING, RAMP & SIGNAGE. NOTE: PROVIDE 2% SLOPE IN ANY DIRECTION	
9	PROPOSED COMMERCIAL SIDEWALK PATTERN TO PUBLIC WORKS STANDARDS. CONSTRUCTION OF SIDEWALK TO MATCH EXISTING.	
10	PROPOSED 6" CONTINUOUS CONCRETE CURB	
11	PROPOSED CONCRETE WHEEL STOPS	
12	PROPOSED CONCRETE DRIVE APPROACH	
13	EXISTING POWER POLE AND GUY WIRE TO REMAIN	
14	PROPOSED CONCRETE SIDEWALK	
15	PROPOSED CONCRETE FLATWORK	
16	PROPOSED ACCESSIBLE CONCRETE WALK W/RAMPS AND PATH OF TRAVEL	
17	PROPOSED SITE LIGHT AND POLE W/ CONCRETE BASE	1/A.1
18	PROPOSED TRASH RECEPTICAL	2/A.1
19	PROPOSED BIKE RACK	3/A.1
20	PROPOSED BENCH SEATING	4/A.1
21	PROPOSED BACKFLOW PREVETOR AS REQUIRED BY PLUMBING DESIGN	
22	EXISTING 6' HIGH CHAIN LINK FENCE, TO REMAIN	
23	PROPOSED BUILDING CANOPY, SEE EXTERIOR ELEVTIONS	
24	PROPOSED ARBOR STRUCTURE, SEE EXTERIOR ELEVATIONS	
25	PROPOSED 42" HIGH CMU WALL W/ ROCK VENEER FINISH W/ STONE CAP	
26	PROPOSED STAMPED AND STAINED CONCRETE	
27	PROPOSED PATIO SEATING AREA	
28	PROPOSED LOW LEVEL SITE AND WALKWAY LIGHTING	
29	EXISTING ACCESSIBLE CURB CUT AND RAMP TO REMAIN	
30	PROPOSED RAISED PLANTER W/ STONE FINISH AND STONE CAP SEAT PLANTER TO BE 8' DIA, SEAT HEIGHT @ 28"	
31	PROPOSED WATER FEATURE, SEE ELEVATIONS	
32	EXISTING TREE TO REMAIN	

KEYED NOTES



1 SITE LIGHT



2 TRASH RECEPTICAL



3 BIKE RACK



4 BENCH SEATING



SITE PLAN
1" = 20'

AGENDA ITEM 17.2

REVISIONS

REV	DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

SITE AND LANDSCAPE PLAN

PLOT DATE: 10-[illegible]-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY MSE
SH
A1.1

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EXHIBIT A

REVISIONS	
REV	DESCRIPTION

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PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

TownePlace Suites Marriott

CONSULTANTS

ARCHITECT of RECORD

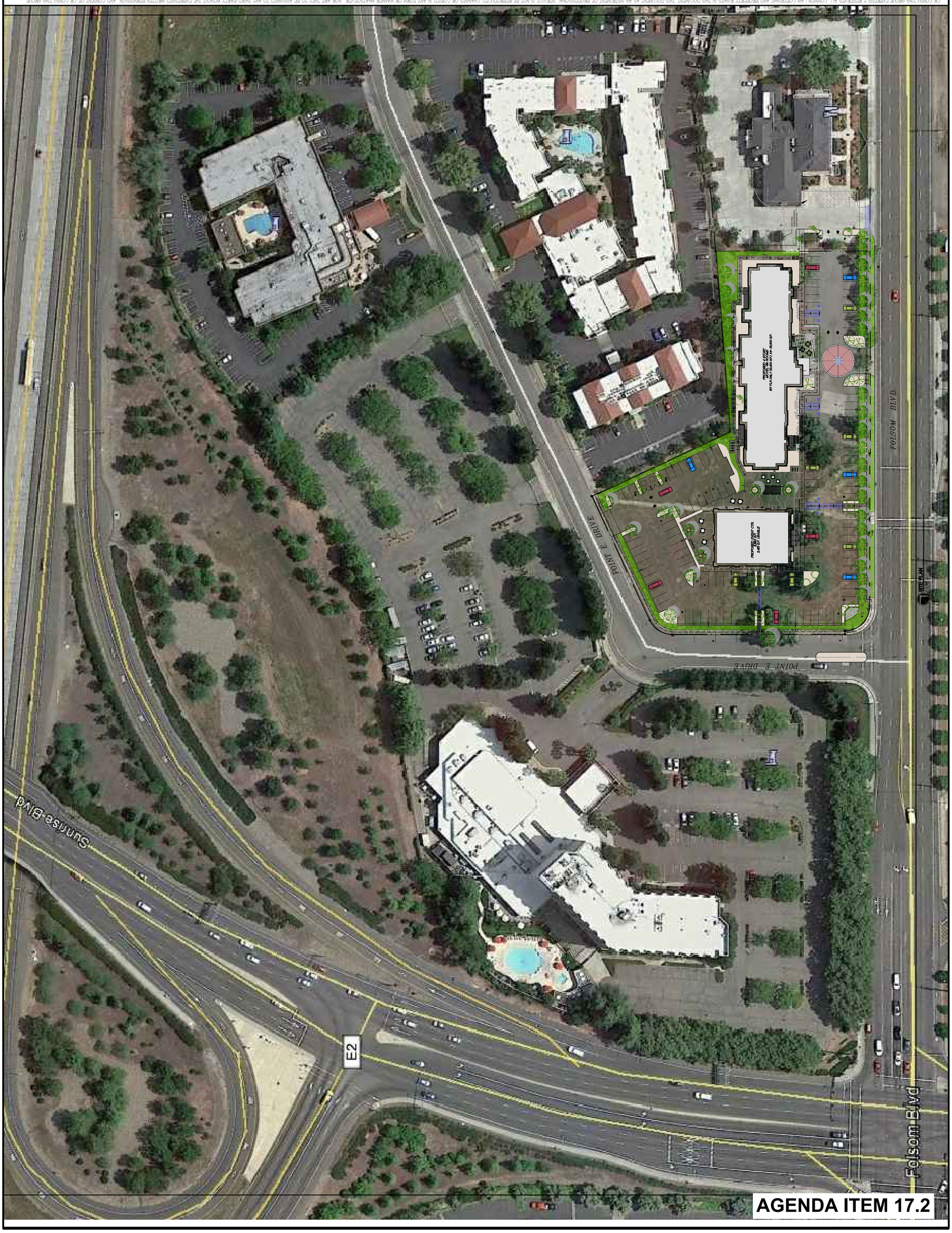
LICENSED ARCHITECT
Nick J. Cataldo
No. C-26834
RENEWAL DATE
08/31/15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012
DRAWING TITLE

SATELLITE SITE PLAN

PLOT DATE: 10-[illegible]
SCALE: 1" = 30'-0"
SHEET NO. A1.1
DATE: 10/3/2014
DRAWN BY: MSE

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AGENDA ITEM 17.2

EXHIBIT A



FIRST FLOOR PLAN

1/8" = 1'-0"

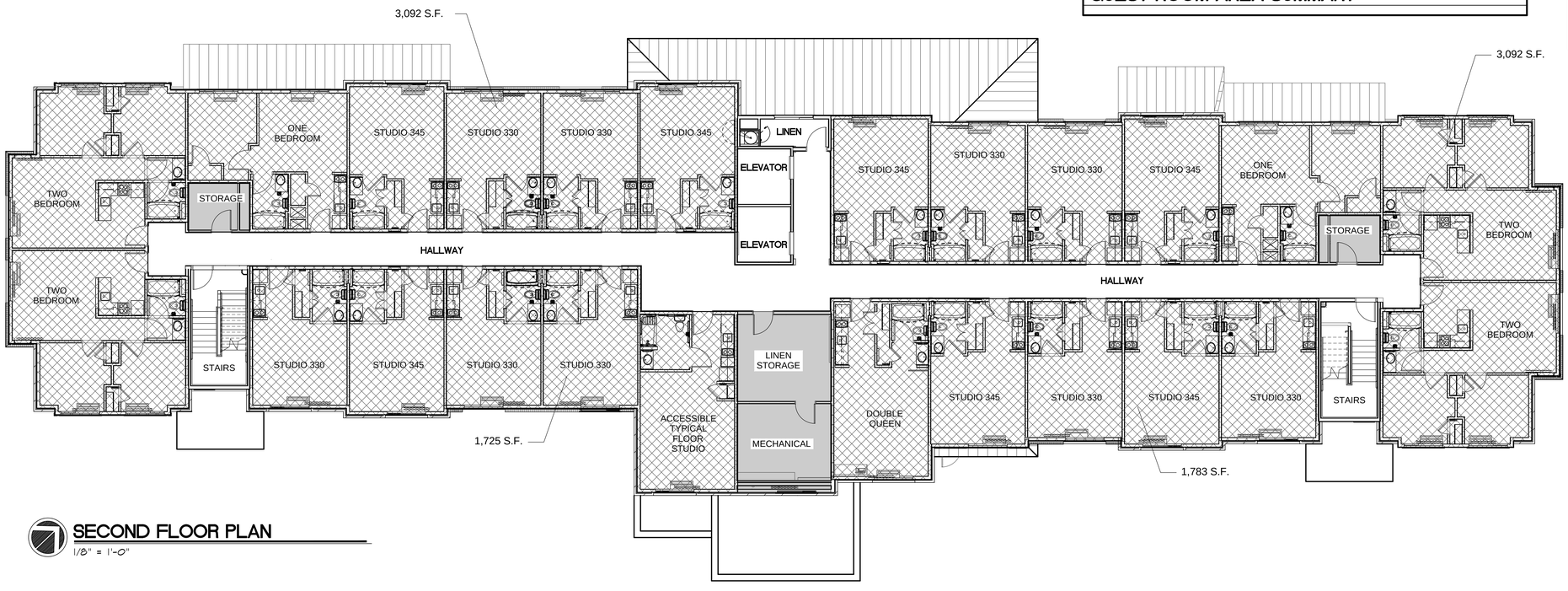
NOTE: VENDING MACHINES AND AN ICE MACHINE ARE PROVIDED ON FIRST FLOOR ONLY. EACH ROOM HAS A FULL KITCHEN INCLUDING A REFRIGERATOR/FREEZER

NAME	1st Floor	2nd Floor	3rd Floor	4th Floor	Total
STUDIO	10	16	16	17	59
ACCESSIBLE STUDIO	1	1	2	-	4
DOUBLE QUEEN	-	1	1	-	2
ACCESSIBLE DOUBLE QUEEN	1	-	-	-	1
ONE BEDROOM	-	2	2	2	6
TWO BEDROOM	4	4	4	4	16
ACCESSIBLE TWO BEDROOM	-	-	-	1	1
TOTAL	16	24	25	24	89

GUEST ROOM AREA SUMMARY

HATCH	DESCRIPTION
	PUBLIC COMMON AREAS
	NON-PUBLIC AREAS HOTEL OPERATIONS
	GUEST ROOMS
	NOTE: UNHATCHED AREA IS HALLWAYS, ELEVATORS AND STAIRWAYS

FLOOR AREA LEGEND



SECOND FLOOR PLAN

1/8" = 1'-0"

AGENDA ITEM 17.2

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FAX #559-492-3414

PROJECT TITLE

TownePlace Suites Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

FLOOR PLANS

PLOT DATE: 10-3-2014

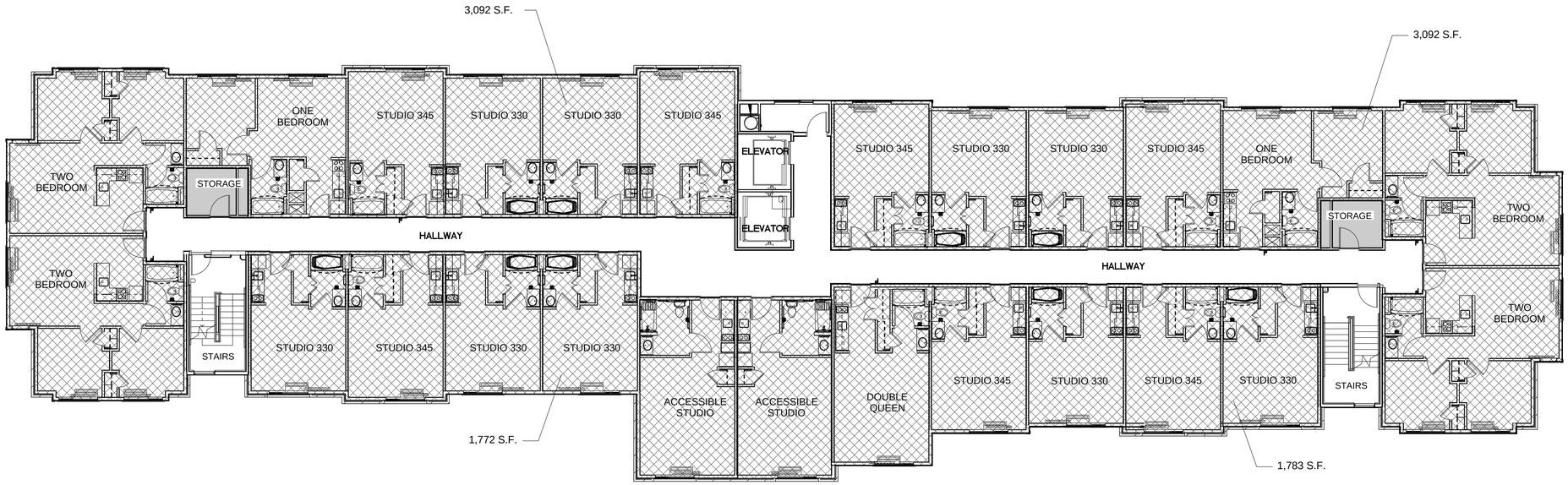
SCALE: As noted

DATE: 10/3/2014

DRAWN BY MSE

SH

A1.1



THIRD FLOOR PLAN

1/8" = 1'-0"

HATCH	DESCRIPTION
	PUBLIC COMMON AREAS
	NON-PUBLIC AREAS HOTEL OPERATIONS
	GUEST ROOMS
	NOTE: UNHATCHED AREA IS HALLWAYS, ELEVATORS AND STAIRWAYS

FLOOR AREA LEGEND



FOURTH FLOOR PLAN

1/8" = 1'-0"

AGENDA ITEM 17.2

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FAX #559-492-3414

PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

THIRD AND FOURTH FLOOR PLANS

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY MSE
SH

EXHIBIT A

REVISIONS
REV DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

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#105
FRESNO, CA. 93705
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FAX #559-492-3414

PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Ralph Lopshire
No. C-13284
RENEWAL DATE
8-31-2015
STATE OF CALIFORNIA

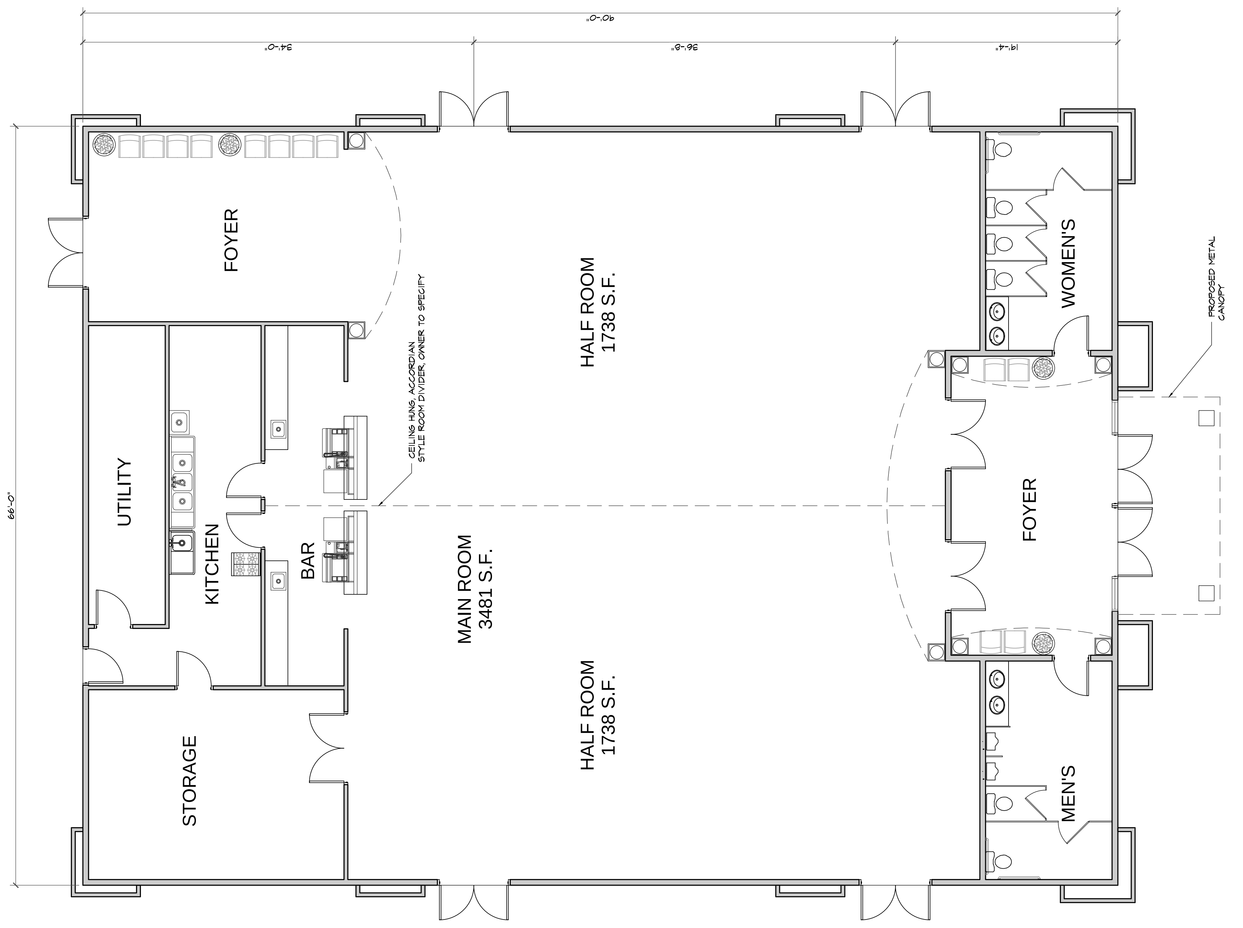
PROJECT NUMBER: 014_012
DRAWING TITLE

EVENT CENTER
FLOOR PLAN

PLOT DATE: 10-[illegible]
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE
SH

A-1 116

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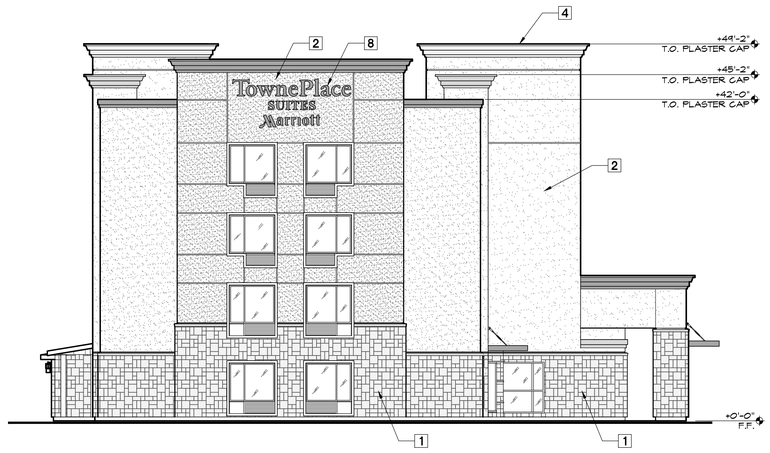


FLOOR PLAN
3/16"=1'-0"

B-FLOOR-2



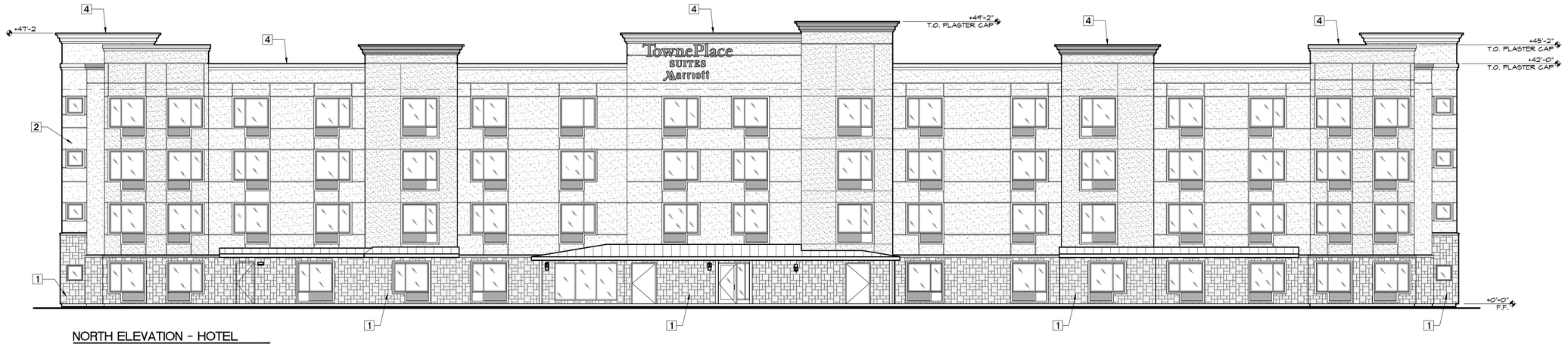
SOUTH ELEVATION - HOTEL
1/8" = 1'-0"



WEST ELEVATION - HOTEL
1/8" = 1'-0"

No.	Description
1	8X16 STONE WALL TILE
2	7/8" CEMENT PLASTER (3) PHASE SYSTEM W/ INTEGRAL COLOR
3	WALL SCONCE, OWNER TO SPECIFY
4	RAISED FOAM TRIM W/ STUCCO FINISH
5	STEEL CANOPY W/ METAL DECK ROOFING
6	PLASTER FINISH W/ SCREED LINES TO MATCH VENEER
7	PROPOSED LOCATION OF HVAC UNITS, FULLY SCREENED BY PARAPET
8	SIGNAGE UNDER SEPARATE PERMIT

KEYED NOTES



NORTH ELEVATION - HOTEL
1/8" = 1'-0"

AGENDA ITEM 17.2

REVISIONS

REV	DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
4321 N. WEST AVE.
#105
FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

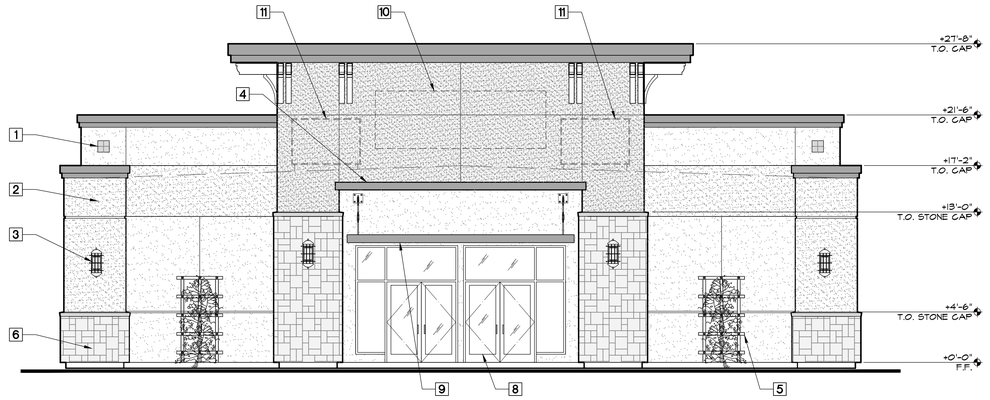
DRAWING TITLE

ELEVATIONS

PLOT DATE: 10-0 2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY MSE
SH
A1.1

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EXHIBIT A

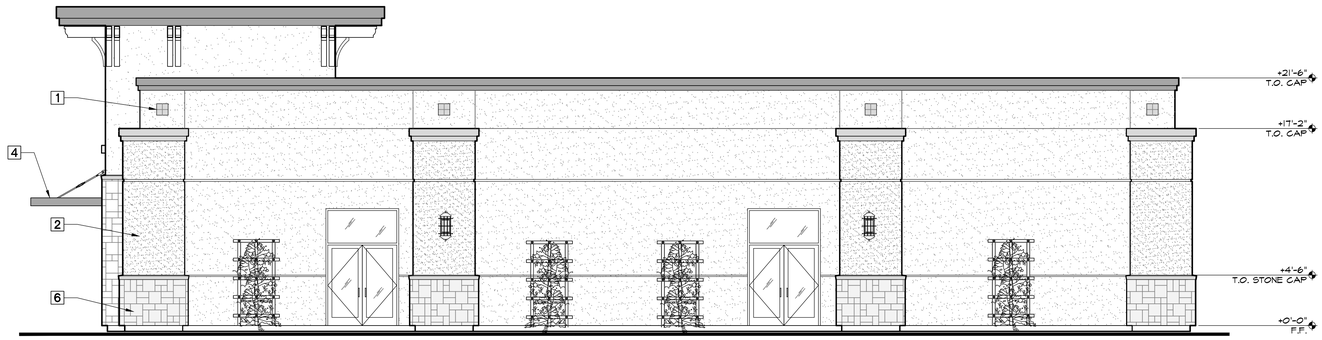


SOUTH ELEVATION - EVENT CENTER

3/16" = 1'-0"

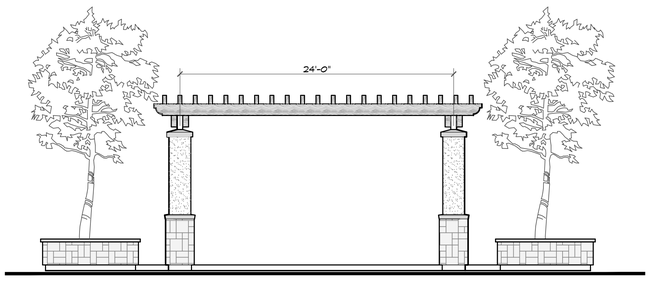
No.	Description
1	TILE ACCENT IN-LAY
2	7/8" CEMENT PLASTER (3) PHASE SYSTEM W/ INTEGRAL COLOR
3	WALL SCONCE, OWNER TO SPECIFY
4	RAISED FOAM TRIM W/ STUCCO FINISH
5	METAL TRELLIS SYSTEM
6	STONE TILE VENEER
7	PLASTER FINISH W/ SCREED LINES TO MATCH VENEER
8	DARK BRONZE ANODIZED ALUMINUM STOREFRONT SYSTEM
9	STEEL CANOPY W/ METAL DECK ROOFING
10	FUTURE SIGNAGE, UNDER SEPARATE PERMIT
11	PROPOSED LOCATION OF HVAC UNITS, FULLY SCREENED BY PARAPET

KEYED NOTES



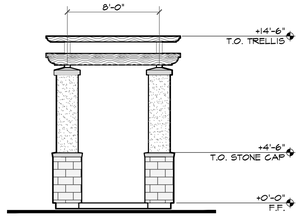
EAST ELEVATION - EVENT CENTER

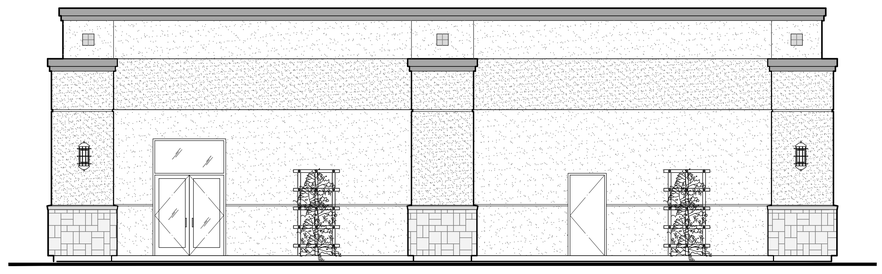
3/16" = 1'-0"



ARBOR ELEVATIONS

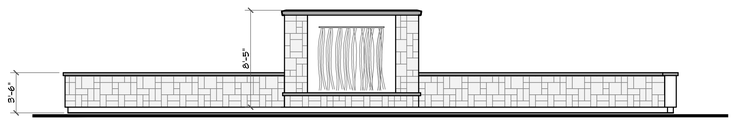
3/16" = 1'-0"





NORTH ELEVATION - EVENT CENTER

3/16" = 1'-0"



WATER FEATURE AT REAR PATIO

3/16" = 1'-0"

AGENDA ITEM 17.2

REVISIONS	
REV	DESCRIPTION

CR CONSULTING GROUP

DESIGN AND PLANNING

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP

4321 N. WEST AVE.
#105
FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

TownePlace Suites Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.

11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

ELEVATIONS

PLOT DATE: 10-9-2014

SCALE: As noted

DATE: 10/3/2014

DRAWN BY MSE

SH

A1.1

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EXHIBIT A

REVISIONS	
REV	DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

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4321 N. WEST AVE.
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FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

TownePlace Suites Marriott

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felix L. Tzeitlin
No. C-30884
RENEWAL DATE
8/31/2015
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

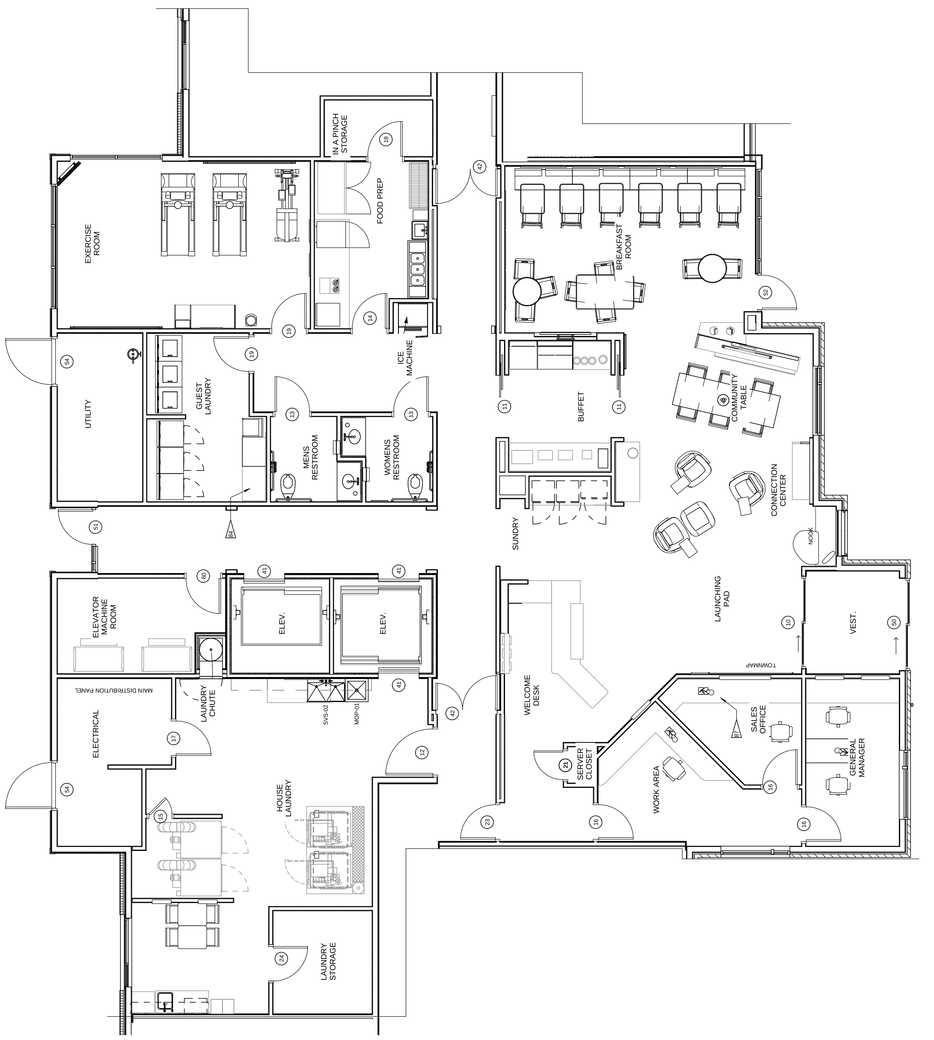
DRAWING TITLE

ENLARGED FLOOR PLAN

PLOT DATE: 10/7/2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY: MSE
SH

A 119

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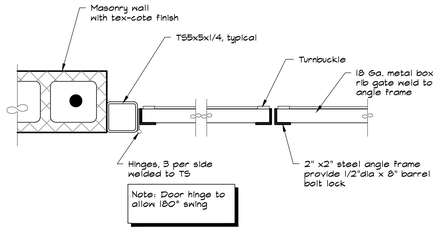


ENLARGED PUBLIC SPACE-FIRST FLOOR

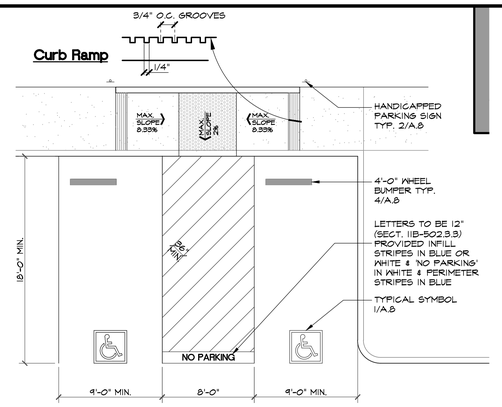
1/8" = 1'-0"

NOTE: VENDING MACHINES AND AN ICE MACHINE ARE PROVIDED ON FIRST FLOOR ONLY. EACH ROOM HAS A FULL KITCHEN INCLUDING A REFRIGERATOR/FREEZER

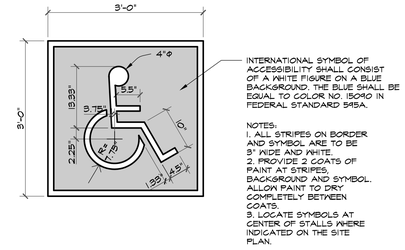
EXHIBIT A



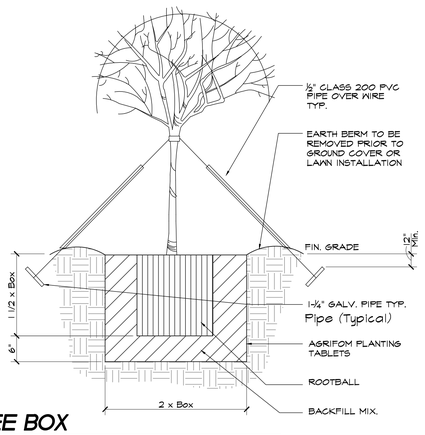
9 TRASH ENCLOSURE DETAIL



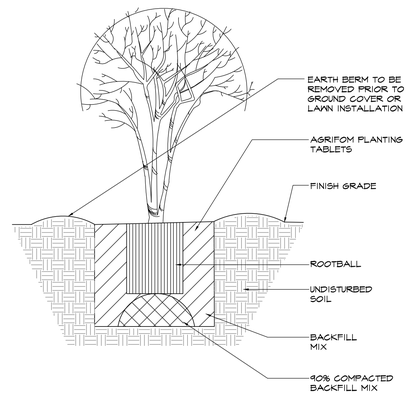
5 TYP. ACCESSIBLE PARKING STALL



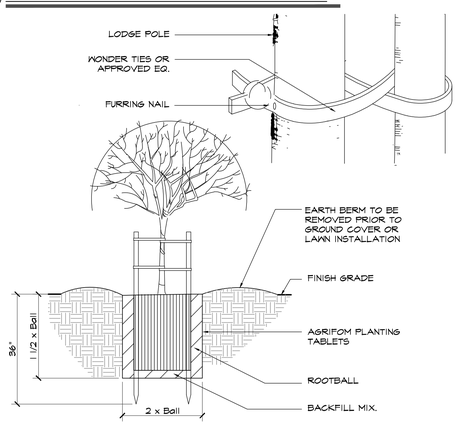
1 ACCESSIBLE PARKING SYMBOL



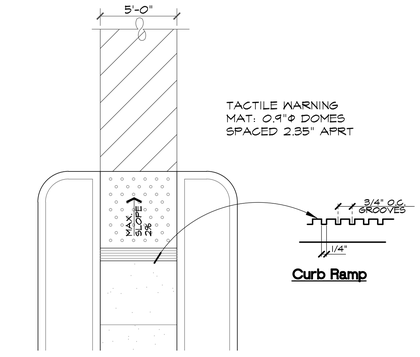
10 TREE BOX



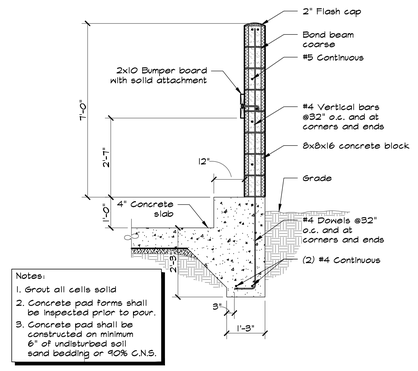
11 SHRUB PLANTING



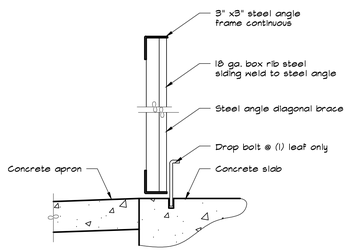
12 TREE STACKING DETIAL



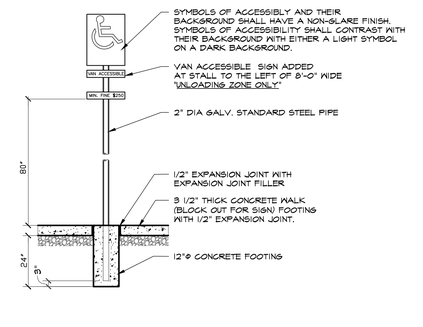
6 ACCESSIBLE CURB RAMP



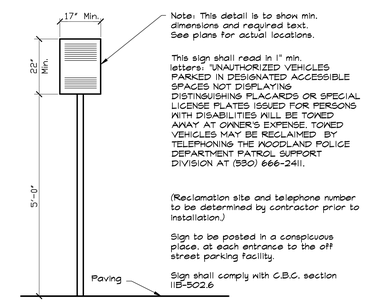
7 TRASH ENCLOSURE WALL



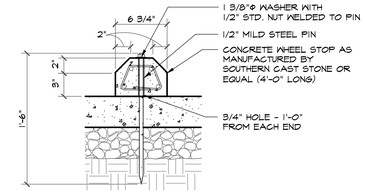
8 GATE DETAIL



2 ACCESSIBLE PARKING SIGN



3 ACCESSIBLE ENTRANCE SIGN



4 WHEELL STOP

AGENDA ITEM 17.2

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REVISIONS

REV	DESCRIPTION

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RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
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#105
FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

TownePlace Marriott.

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Caballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

SITE DETAILS

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY MSE
SH
A-120

EXHIBIT A



AGENDA ITEM 17.2

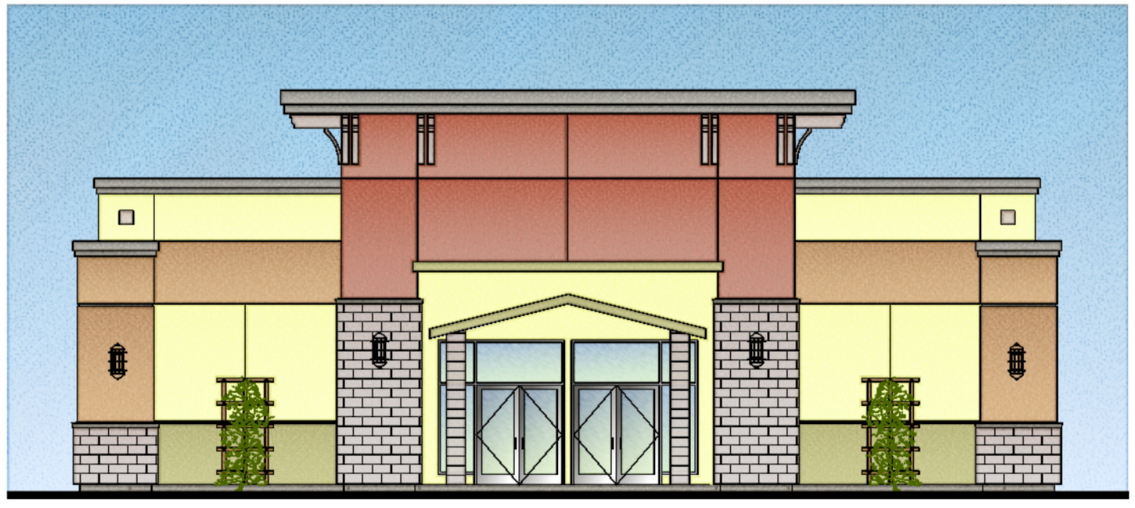
TownePlace Suites Marriott
Rancho Cordova



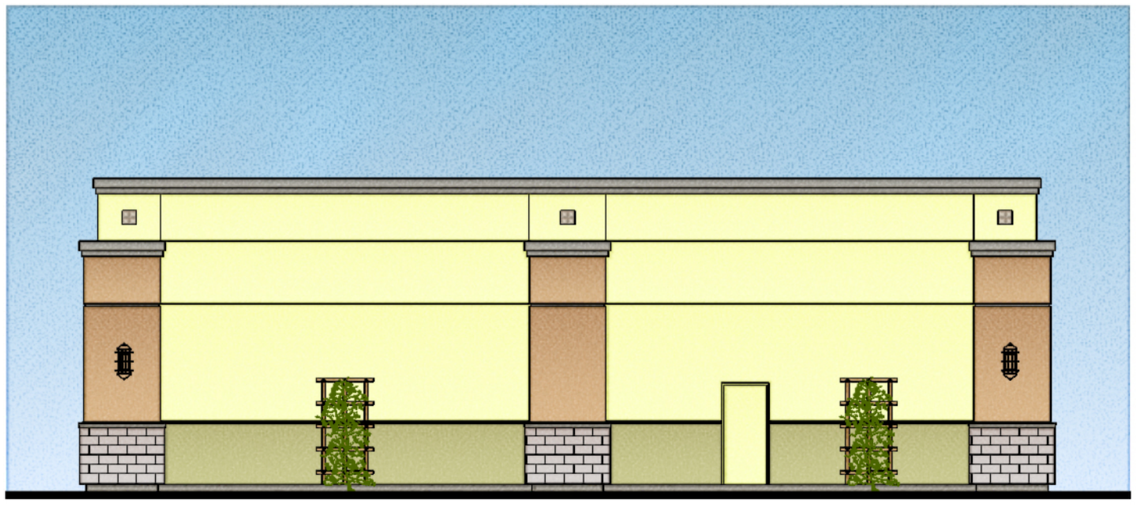
FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

EXHIBIT A



PTAC EXTERIOR GRILL EXAMPLE

3 STAGE STUCCO W/ INTEGRAL COLOR

3 STAGE STUCCO W/ INTEGRAL COLOR

SIGNAGE UNDER SEPARATE PERMIT



FRONT ELEVATION

3 STAGE STUCCO W/ INTEGRAL COLOR

3 STAGE STUCCO W/ INTEGRAL COLOR

SIGNAGE UNDER SEPARATE PERMIT



REAR ELEVATION

RANCHO CORDOVA - TOWNEPLACE SUITES MARRIOTT

3 STAGE STUCCO W/ INTEGRAL COLOR

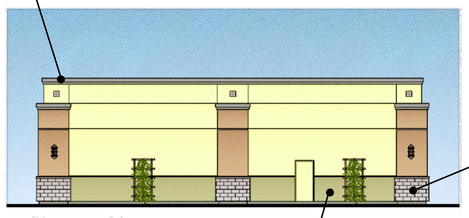
3 STAGE STUCCO W/ INTEGRAL COLOR

3 STAGE STUCCO W/ INTEGRAL COLOR

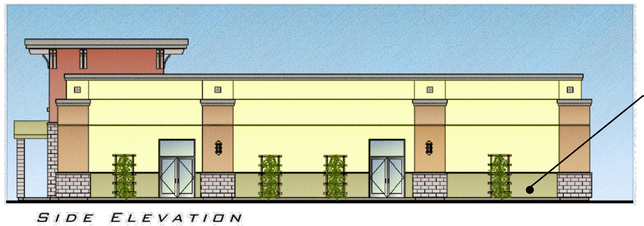
SIGNAGE UNDER SEPARATE PERMIT



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

3 STAGE STUCCO W/ INTEGRAL COLOR

RANCHO CORDOVA - EVENT CENTER



ELDORADO STONE - SANIBEL: COASTAL REEF



Hubbardton Forge Province Wall Sconce

AGENDA ITEM 17.2

REVISIONS	
REV	DESCRIPTION

CR CONSULTING GROUP
DESIGN AND PLANNING
RESIDENTIAL, COMMERCIAL, INDUSTRIAL

CR CONSULTING GROUP
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#105
FRESNO, CA. 93705
PH.#559-412-8408
FAX #559-492-3414

PROJECT TITLE

NEW HOTEL FOR:
D&S DEVELOPMENT, INC.
11212 Point East Drive
Rancho Cordova, Ca

CONSULTANTS

ARCHITECT of RECORD

LICENSED ARCHITECT
Felipe Ceballos
No. C-12834
RENEWAL DATE
8-30-15
STATE OF CALIFORNIA

PROJECT NUMBER: 014_012

DRAWING TITLE

BUILDING MATERIAL

PLOT DATE: 10-3-2014
SCALE: As noted
DATE: 10/3/2014
DRAWN BY MSE
SHEET NO. A-1.24

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		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
General Conditions					
1.	The approved entitlement is for a Condition Use Permit (CUP), Design Review Permit, and an Adjustment permit to construct a new four-story 53,600 square foot 89-room extended stay hotel with a new associated 5,890 square foot event center, as described in the City Council staff report dated December 1, 2014 and Approved Project Plans (**Exhibit A**) with the conditions herein, for project number DD8533.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
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.	General	On-Going	Finance	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
5.	Temporary signs may require the issuance of a Temporary Use Permit (TUP). Please contact the Planning Department for more details prior placement of any signage.	Signage	On-Going	Planning	
6.	Signage is not approved with this permit. This project will require a Unified Sign Program that shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
7.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage.	Construction	On-Going	Public Works	
8.	Should any formal complaints be submitted in regards to the impacts of this facility, the operation will be reevaluated by the Planning Department. This re-evaluation may involve an amendment to the approved plans or scope, additional studies (noise, air quality, traffic), or the revocation of the permit.	Compliance	On-Going	Planning/Police	
At Improvement Plans/Grading Permit Issuance					
9.	The Conditions of Approval (and Mitigation Measures) shall be listed on a plan sheet that is included in the construction plan set (Grading, Utility, Landscape and Building Plans).	General	Prior to Improvement Plans	Planning/Building/Public Works	
10.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	General	Prior to Improvement Plans	Public Works	
11.	Since the total area of the developed or redeveloped impervious surfaces (building footprint, pakring, and hardscaped areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	General	Prior to Improvement Plans	Public Works	
12.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Infrastructure	Prior to Improvement Plans	Public Works	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
13.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Infrastructure	Prior to Improvement Plans	Public Works	
14.	The developer shall install decorative lighting fixtures along Folsom Boulevard to the satisfaction of the Public Works Department.	Infrastructure	Prior to Improvement Plans/ Grading permit issuance	Public Works	
15.	A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Planning Director prior to issuance of building permits. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and address the comments contained in the City's landscape comment letter dated November 13, 2014. This landscaping plan shall include: • All landscape strips, medians, etc. that contains trees shall be installed with continuous root barriers. • Landscaping plans shall demonstrate conformance with the Water Use and Conservation provisions. • Any vegetation damaged or destroyed by construction activities shall be replaced with like or comparable plant materials, and if damage occurs off-site, the replacement plants shall be approved by the property owner and the Planning Department. • The removal of Heritage tree (14 inch dbh valley oak) shall be mitigated by planting (36-inch box tree), unless specified otherwise in the approved arborist report to the approval of the Planning Department. The size, species, and location of all replacement trees shall be identified on the Final Landscape plan, consistent with the Design Review approval.	Landscaping	Prior to Improvement Plans/ Grading permit issuance	Planning/Public Works	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
16.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plan.	Funding	Prior to Improvement Plans/ Grading permit issuance	Planning, Public Works	
17.	Any alteration to the existing utilities within the existing 12.5-foot PUE shall reviewed and approved by Sacramento Municipal Utility District (SMUD) prior to construction of improvements.	Utilities	Prior to Improvement Plans/ Grading permit issuance	SMUD	
18.	Golden State Water Company (GSWC) will be able to provide domestic and fire protection water service to this project in compliance with California Public Utilities Commission (CPUC) General Order No. 103 and applicable local requirements. Other requirements include: • Dependent on project demands and in accordance with CPUC Rule 15, any modifications to the onsite or offsite water systems to accommodate any changes in fire protection requirements or increased water demands will be at the owner's expense. • Domestic and fire protection water service will be sized and located after GSWC receives an application for water service from the owner. • An easement may need to be granted to GSWC for the water service. • The design, procurement and installation of the water service (including meters) will be at the expense of the owner. • No trees within 10 feet of fire hydrants and within GSWC easements.	Utilities	Prior to Improvement Plans/ Grading permit issuance	GSWC	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
19.	All sanitation improvements shall be reviewed and approved by the Sacramento Area Sewer District (SASD) prior to installation.	Utilities	Prior to Improvement Plans/ Grading permit issuance	SASD	
Prior to Issuance of Building Permits					
20.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility 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.	Maintenance	Prior to Issuance of Building Permits	Public Works	
21.	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 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 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	Maintenance	Prior to Issuance of Building Permits	Public Works	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	Property Owner/Applicant.				
22.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. • Sidewalk, curb and gutter on entire Folsom Boulevard property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, curb and gutter with new vertical curb and gutter, minimum 8-foot landscape planter and 10-foot wide detached sidewalk. Any obstructions to the sidewalk shall be relocated behind back of walk. • Install new minimum 10-foot wide attached sidewalk on the entire property frontage of Point East Drive. The existing tree on the east side of Point East Drive shall be protected in place. Route the sidewalk around the existing tree as necessary. Remove and replace any damaged curb and gutter. • Install a landscaped median feature on Point East Drive to the satisfaction of the City. The dimensions of the median shall be approximately 12-feet by 60-feet. The median shall be fully landscaped and irrigated to the satisfaction of the City. • Relocate or remove any obstructions to the proposed improvements. • Show all utility laterals on the plan. • All overhead utilities shall be undergrounded. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the	Maintenance	Prior to Issuance of Building Permits	Public Works	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	satisfaction of the Public Works Department.				
23.	Auto parking areas shall be designed to connect with auto parking areas on the adjacent Fire Rock site to eliminate the necessity of utilizing the public right-of-way for cross movements. Joint or shared access, internal circulation, or parking is encouraged with adjacent uses (RCMC 23.719.100.C). The parking lot design shall include pedestrian crossway improvements (raised crosswalk, raised intersections, enhanced stripping, signage, etc.) to improve circulation from the public right-of-ways to the hotel and event center entrances.	Parking	Prior to Issuance of Building Permits	Planning	
24.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115. The design and location of the bicycle parking shall be reviewed and approved by the Planning Director.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
25.	A detailed pedestrian plan must be reviewed and approved by the Planning Director prior to issuance of building permits. This plan shall show all pedestrian areas and include square footage of all areas, seating types and amounts, amenities (i.e. fountains, signs, art), pathway material and color, designated circulation space versus congregational space, and other features vital to the integration of the pedestrian space with the event center and hotel. Specifically, this plan shall provide design details for gathering spaces adjacent to the project event center. This plan shall be consistent with the standards outlined in Zoning Code 23.722 for pedestrian-orientated spaces.	Pedestrian Spaces	Prior to Issuance of Building Permits	Planning	
26.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Division	Architectural	Prior to Issuance of Building Permits	Planning	
27.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site,	Architectural	Prior to Issuance of Building Permits	Planning	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.				
28.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Division, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
29.	All lighting shall be installed in accordance with an approved Photometric Plan, showing the location of all light sources, streetlight spacing, intensity of luminance, and uniformity ratio, in accordance with the City's specifications, with the Improvement, Utility, or Building Plans, whichever comes first. The photometric analysis shall be reviewed by Engineering Services for the determination of streetlight spacing.	Architectural	Prior to Issuance of Building Permits	Planning/Building	
30.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/Building/Public Works	
31.	Trash Enclosures shall comply with zoning code and Republic Services, Inc. standards regarding enclosure design, access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures should incorporate the same architectural treatments, materials and colors as the main building in order to properly integrate within the project.	Architectural	Prior to Issuance of Building Permits	Planning/Building	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
32.	A final landscape and irrigation plan shall be submitted in conjunction with site improvement plans and reviewed and approved by the Planning Director prior to issuance of building permits and/or any installation of landscape materials for projects as identified in RCMC 23.716.020 (Applicability). The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect. Final plans would show exact locations and irrigation for trees, shrubs, and ground cover consistent with plants listed in RCMC 22.180.080.	Landscaping	Prior to Issuance of Building Permits	Planning/Public Works	
33.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval.	Construction	Prior to Issuance of Building Permits	Planning/Building	
34.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	Prior to Issuance of Building Permits	Planning/Building	
35.	All new buildings shall be review and approved by Sacramento County Metro Fire Department. Water and access must be as per Fire Code for 2013 while the Event Center shall follow all regulations for an A-3 occupancy.	Safety	Prior to Issuance of Building Permits	Metro Fire	
36.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site for any phase or sub-phase.	Safety	Prior to Issuance of Building Permits	Metro Fire	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
Prior to Certificate of Occupancy					
37.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Infrastructure	Prior to final building inspection of the first unit	Public Works	
38.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public Works Department.	Infrastructure	Prior to final building inspection	Public Works	
39.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction Permits	Planning/Public Works	
40.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans. Certification shall be accomplished by completion of site visits at key installation milestones. Key milestones at a minimum shall include: rough grade, soil amendment verification, Plant material inspection, irrigation coverage test and final installation. Certification shall include signed site observation reports, photographs and documentation verifying implementation of soil report recommendations. Failure to submit complete and accurate documentation to the Planning Department will delay final approval/occupancy of the project.	Landscaping	Prior to final building inspection of the first unit	Planning/Public Works	
41.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Landscaping	Prior to final building inspection of the first unit	Planning/ Public Works	

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. 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)
2. 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. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. 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)
6. 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)
7. 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)
8. 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).
9. 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.
10. 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.

ATTACHMENT 2

CITY OF RANCHO CORDOVA

CITY COUNCIL RESOLUTION NO. 112-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCE AGREEMENT WITH D&S DEVELOPMENT, INC. RELATED TO THE PROPOSED HOTEL AND EVENT CENTER PROJECT AT 11212 POINT EAST DRIVE

WHEREAS, D&S Development, Inc. ("Developer") proposes to build a new hotel and event center at 11212 Point East Drive in Rancho Cordova in the Convention Overlay District, to include a four-story, 89-room extended stay hotel with an adjacent 6,790 square foot event space ("the proposed project"); and

WHEREAS, the proposed project would bring an estimated 45,000 events guests annually, would yield around $59,000 annually in transient occupancy tax revenue for the City for the first five years, and would create temporary construction jobs as well as permanent jobs; and

WHEREAS, the Developer has requested financial assistance from the City to help guarantee financing for the proposed project; and

WHEREAS, the City is offering up to $420,000 toward construction costs of public off-site improvements such as ADA-compliant hardscape and soft scape, sidewalks, curb cuts, gutters, undergrounding of utilities, landscaping, entry median on Point East Drive, and storm water improvements, and such contribution is authorized under Government Code section 40401; and

WHEREAS, the City is offering up to $580,000 in a fee deferral loan to the Developer to defer certain planning, building, and development fees, to be repaid over twenty (20) years at three percent (3%) interest for the first five (5) years and four percent (4%) interest for the remaining fifteen (15) years; and

WHEREAS, the Developer and the City have been preparing a finance agreement that will allocate the financial responsibilities among the City and the Developer ("Finance Agreement"); and

WHEREAS, the Finance Agreement serves primarily a public purpose and will benefit the public in that:

1. It assists in the construction of off-site infrastructure to be used by the public (ADA-compliant sidewalks, hardscapes, and softscapes, curb, curb cuts and gutters), and particularly by light rail users; and

2. It assists with the undergrounding of overhead utility lines, which prevents the downing of such lines during a strong storm event; and

3. It assists the Developer in obtaining project financing to construct the proposed project, which will increase local jobs, bring tens of thousands of visitors to the City, increase tax revenues, and enhance overall economic growth in the area; and

4. The fee deferral loan to the Developer will be repaid with interest to the City.

WHEREAS, the Finance Agreement is conditioned upon the Developer obtaining project financing and project approvals, including all required permit and design review approvals from the City; and

WHEREAS, such project approval is achieved through a subsequent process and therefore the Finance Agreement does not provide any land use approvals for the proposed project and is not a land use or planning document; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 53083 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. **CEQA.** Determines that the Finance Agreement is not a "project" subject to review under the California Environmental Quality Act ("CEQA"), pursuant to 14 Cal. Code Regs. section 15060(c)(2), because:

   a. It does not facilitate or guarantee any land use entitlements, permits, or design approvals from the City; and

   b. It will not result in the issuance of any land use entitlement, permit, or other authorization required to commence an activity subject to CEQA; and

   c. It does not have the potential to cause any direct physical change in the environment or any reasonably foreseeable indirect physical change in the environment; and

   d. The Developer agrees that the proposed project will be subject to any and all required CEQA review at the appropriate time.

2. **FINANCE AGREEMENT.** Authorizes the City Manager or his designee to execute the Finance Agreement between the City and D&S Development, Inc., substantially in the form attached hereto and as approved by the City Attorney, as **Exhibit 1.**

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of September, 2014 by the following vote:

AYES: Budge, McGarvey, Sander, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: Skoglund.

Dan Skoglund, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2327217.1

ATTACHMENT 2
EXHIBIT 1

POINT EAST FINANCE AGREEMENT

This Finance Agreement (the "**Agreement**") is entered into as of this ____ day of _____ 2014, by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation (the "**City**"), and **D&S DEVELOPMENT, INC.**, a California corporation (the "**Developer**"). The City and the Developer are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

1. Background. The Developer proposes to build a new hotel and event space at 11212 Point East Drive in Rancho Cordova (the "**Property**"). The proposed development is a four-story, extended stay, 89-room Marriott Towne Place Suites hotel/Hyatt House hotel and a 6,790 square foot event space in a stand-alone building on the site (the "**Project**") as shown on Parcel A in Exhibit B. Annually, an estimated 45,000 guests would attend events at the event space, which would employ one full-time director and eleven part-time workers.

2. City Participation. While the hotel could stand alone without any City assistance, the Project as a whole with the event space is only feasible with some financial assistance from the City. This Agreement establishes the terms and conditions under which the City agrees to provide that assistance. The City will invest an amount not to exceed $420,000.00 in the Project, to go toward the construction of Public Off-Site Improvements (as defined below). The City will also defer fees for the Project through a fee deferral loan in an amount not to exceed $580,000.00 for twenty (20) years with accrued interest. The Developer will reimburse the City for the full amount of all deferred fees, plus all applicable interest.

3. Public Purpose and Public Benefit. Providing new event space and hotel rooms is a priority for Rancho Cordova. The Project would increase the City's event space and hotel rooms, and when combined with the existing event space in the immediate area, make it possible for larger events to come to Rancho Cordova or for existing events to expand. The Project would enhance the City's reputation as a destination for business conferences and cultural events. The Project is located in the Convention Overlay Zoning District (the "**District**"). The District was established to provide for the development of a convention center with related and supporting uses. The District is intended to be a special place in the City that is entertaining, vibrant, and inviting to tourists, visitors and residents alike. The Project would be directly across the street from the Sunrise Light Rail Station, which is utilized by residents and visitors. There is a strong need to make sure all of the infrastructure in that area is ADA compliant for those who take light rail and for those who drive to this location. There are four existing hotels in the immediate vicinity and visitors to those hotels will also benefit from the improved infrastructure on this corner property. Additionally, the Project would provide the City with an ongoing source of transient occupancy tax revenue. Also, more hotel guests equates to more tax revenue generated in retail establishments in the City. The Project would also provide job opportunities in the City at a range of different skill levels. The Project would be a catalyst for nearby commercial development and attract positive attention to the City from throughout the region, significant benefits that primarily benefit the public..

4. Required Entitlements and Environmental Review. The Property is located within the District, which permits this Project, subject to Design Review and permit approvals by the City. The City determined that approval of this Agreement is not a "project" subject to the California Environmental Quality Act ("**CEQA**"), as no permit or design review applications have been received for this Project and because the Agreement does not commit the City to implement any activity for project approval subject to CEQA. This Agreement is conditioned upon the Project receiving required entitlements, permits, and project approvals from the City,

however, it does not facilitate or in any way guarantee such approvals. The approval of this Agreement will not cause any direct, or any reasonably foreseeable indirect, physical environmental impact. The approval of this Agreement will not result in the issuance of any entitlement, permit, or other authorization required to commence an activity for project approval subject to CEQA. Because this Agreement does not amount to a project, it is exempt from CEQA review under 14 Cal. Code. Regs. section 15060(c)(2). The Developer agrees that the Project will be subject to applicable CEQA review at a future date, when a City decision on the Project has the potential to cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

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

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in fully defined terms. Capitalized terms shall have the meaning set forth in Section 6.

2. Description of Property. The property which is the subject of this Agreement is described in Exhibit A and depicted as Parcel A in **Exhibit B** attached hereto, and is hereinafter referred to as the "**Property**."

3. Effective Date. The effective date of this Agreement is _____, 2014, which is the effective date of City Resolution 112-2014, adopting this Agreement.

4. Term. Upon execution, the term of this Agreement shall commence on the effective date of this Agreement and extend until the Parties have satisfied their obligations under this Agreement, including the Developer's fee deferral repayment to the City and the off-site participation/capital contribution, unless this Agreement is mutually modified in writing, terminated, or extended by circumstances as set forth herein. Following satisfaction of the Developer's fee deferral repayment, this Agreement shall be terminated and of no further force and effect, unless a provision herein establishes otherwise. Said termination of this Agreement shall not affect any right or duty created by the City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5. Scope of Agreement. This Agreement is a financing document, not a land use or planning document. This Agreement is not, and shall not be, considered an approval of land use entitlements or approval of the structural or aesthetic design of the Project. The City shall diligently process the Developer's applications for all City permits. This Agreement does not commit the City in advance to approve the City permits; and this Agreement does not constrain the City's discretion, acting as a government, with respect to the City permits specifically or any related environmental review. This Agreement is conditioned on, and subject to, full and complete CEQA review of the Project by the City. The Developer agrees that the Project will be subject to applicable CEQA review at a future date, when a City decision on the Project has the potential to cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Furthermore, this Agreement is conditioned on the City's discretionary approval of the Project following full and complete CEQA review of the Project. Nothing herein shall bind or commit the City to any specific findings or conclusions regarding the environmental impacts of the Project or any mitigation measures for the Project. Nor shall anything here in prohibit, restrain, or restrict the City's exercise of discretion in considering approvals for the Project, including the discretion to impose conditions or mitigation measures on the Project, to require changes to the Project, to approve an alternative to the Project, or to deny the Project altogether. No exercise of the City's discretion regarding findings

or conclusions under CEQA, the imposition of conditions or mitigation measures, the approval of a modified Project or an alternative to the Project, or the City's denial of the Project shall be considered a breach of this Agreement. However, should the City deny the Project, this Agreement shall become null and void and none of the requirements of this Agreement shall be binding on either Party.

6. Definitions

6.1 Certificate of Occupancy. Means City approval to open any portion of the Project to the public. If multiple Certificates of Occupancy are required, Certificate of Occupancy, as used and defined in this Agreement, means the first Certificate of Occupancy issued by the City.

6.2 City's Capital Contribution. Means a capital contribution from the City to the Developer in an amount up to $420,000.00 to directly support the viability of the Project and to be used for construction of Public Off-Site Improvements, as set forth in Sections 6.12 and 7.1 of this Agreement.

6.3 Contamination. Means any Hazardous Materials at, on, in, beneath or from the Property.

6.4 Environmental Response Actions. Means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, State or Federal governmental or private party claims, including any claims by the Developer or the City.

6.5 Environmental Response Costs. Means any and all costs associated with Environmental Response Actions, including, without limitation, any and all fines, penalties and damages.

6.6 Fee Deferral Loan. Means that up to $580,000 worth of qualifying fees will be deferred by the City, and the Developer will repay all such fees with interest as described herein.

6.7 Final Appraised Value. Means the appraised value of the Property described herein as determined in order for the Developer to obtain Project Financing.

6.8 Full Payoff Amount. Means the total amount the Developer is obligated to pay the City under this Agreement. The Full Payoff Amount includes repayment of the Fee Deferral Loan amounts, plus any applicable interest.

6.9 Hazardous Materials. Means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other term comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, Federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

6.10 Improvements. Means the development and construction of the Project on the Property, and the development and construction of all public and private improvements required by this Agreement, State law, City ordinances, and any conditions of approval for the Project.

6.11 Indemnitees. Means the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns.

6.12 Off-site Improvements or Public Off-site Improvements. Means the demolition of existing non-ADA compliant hardscape and softscape and installation of public infrastructure to include: ADA accessible sidewalks with curb cuts, gutters, under grounding of utilities, landscaping, an entry median on Point East Dr. north of Folsom Boulevard, and storm water improvements located within the public right-of-way.

6.13 Permitted Exceptions. Means the conditions, liens, encumbrances, restrictions and exceptions that may remain on any property conveyed to the City by the Developer, after conveyance, if approved by the Developer in writing.

6.14 Project. Means the approximately 89-room hotel and 6,790 square-foot event space, and related improvements, as described in this Agreement's Recitals and to be located on Parcel A in Exhibit B.

6.15 Project Approval. Means any and all required City permits, entitlements, environmental and design reviews have been granted to the Developer by the City and all government agencies, enabling the Project to commence construction, and the applicable statutes of limitations to challenge such approvals have expired without litigation being initiated.

6.16 Project Financing. Means the contractual commitment of one or more lenders to provide the Developer with the total amount of financing needed to fully pay the expected costs to construct and implement the Project, up to and including the issuance of the Certificate of Occupancy, exclusive of the City and the Developer Capital Contributions.

6.17 Qualifying Fees. Means the total amount of fees that qualify for the Fee Deferral Loan. Such fees exclusively include: Building and Safety Processing Fees, Community Facilities Impact Fees, Housing Trust Development Impact Fees, Transportation Impact Fees, and Planning Processing Fees comprised of Parking Adjustment Fee, Major Design Review Fee and Conditional Use Permit Fee.

6.18 Security Property. Means the property, which is the subject of the deed of trust in Exhibit __ , which shall be executed by the Developer for the benefit of the City as security for the fee deferral loan payments due under this Agreement.

6.19 Term Sheet. Means the documentation from potential lenders that Project Financing is available to the Developer upon satisfaction of the conditions set forth in the Term Sheet.

7. Parties' Obligations

7.1 City's Capital Contribution. The City shall make its Capital Contribution, on a reimbursement basis, after approval of this Agreement and after the Developer obtains Project Approval and Project Financing . The Developer shall submit invoices to the City for actual costs incurred for Public Off-Site Improvements and the City shall pay such invoices within forty-five (45) days of receipt.

a. Payment. The City will pay an amount up to $420,000 toward costs associated with constructing Public Off-Site Improvements.

b. Accounting Certification and Payment Disbursement. The deadline for the City to disburse the payment shall be forty-five (45) days after the date of invoice receipt, in a form approved by the City, that it has incurred costs for the Public Off-Site Improvements. Unless the evidence before the City's Finance Director indicates otherwise, the

City's Finance Director shall certify the City's Capital Contributions are being utilized for the sole purpose of construction of Public Off-Site Improvements. The City's Finance Director shall not make the required certification and shall withhold any scheduled disbursement of the City funds if evidence indicates the City's Capital Contributions are being used for anything other than for the sole purpose agreed upon herein.

c. Fee Deferral Loan. The total amount of Qualifying Fees owed by the Developer prior to the issuance of a building permit is currently estimated to be approximately $578,133 The total Qualifying Fees due will be determined prior to issuance of a building permit, based upon the precise building size, building type, and fee requirements then in effect. The City will issue the Fee Deferral Loan in an amount not to exceed $580,000 when Qualifying Fees become due. The Developer shall pay the remaining balance of all fees due prior to receiving building permits. The Developer shall repay the Fee Deferral Loan pursuant to the terms set forth in Section 7.2of this Agreement, and according to the terms set forth in Exhibit C.

d. City Cooperation. The City agrees to cooperate with all reasonable requests from the Developer to provide the documentation required to complete a sale or refinancing of the Project. If the requested documentation takes more than five (5) hours to prepare, the Developer shall reimburse the City for any staff (including contract staff and attorneys) time spent after the initial five (5) hours and for any other costs incurred by the City in response to the Developer's request. The Developer reimbursement to the City under this provision shall be calculated consistent with the City's cost-recovery rates in effect at the time of the Developer's request for documentation.

7.2 Developer's Obligations.

a. Obtain Project Approval and Project Financing. The Developer shall make a good faith effort to secure Project Financing, and to obtain all required permits, entitlements and approvals for the Project without unnecessary delay.

b. Term Sheets. The Developer shall obtain a Term Sheet demonstrating the availability of Project Financing. The Developer shall present the Term Sheet to the City's Finance Director prior to the City's payment of the Capital Contribution. The City is not obligated to make any payments until the Developer has submitted proof that it has obtained a Term Sheet for Project Financing.

c. Reporting and Accounting Requirements. The Developer shall keep an accounting of its expenditure of the City's Capital Contributions.

d. Developer's Capital Contribution. The Developer shall provide all other capital as needed to fully fund the Project, other than the City's Capital Contribution. The Developer will use the Developer's Capital Contribution and the City's agreement to make a Capital Contribution to secure financing and will perform all actions required to complete and operate the Project. The loan approval documents shall demonstrate that the Developer is obligated to expend the Developer's Capital Contribution in its entirety on implementation of the Project prior to the disbursement of any funds from the Project Financing. The Developer shall retain sole possession and control of all confidential loan documents; however, the Developer shall provide the City staff access to review all loan documents.

e. Project Financing. The Developer is responsible for securing Project Financing for the remainder of the Project cost (the cost minus the City Capital Contribution, Fee Deferral Loan and the Developer's Capital Contributions). The Developer shall submit documentation demonstrating that the Developer has secured Project Financing

within twelve (12) months of the effective date of this Agreement. Each of the Developer entities which are signatories to this Agreement agrees to repay in full the sum borrowed and to remain in compliance at all times with the terms of the Project Financing; the Developer signatories to this Agreement agree that they will not claim or assert that the creation of any partnership, limited liability company, corporation or other legal entity, or the sole transfer of ownership on the property or the Project, in any way limits such obligations and potential liabilities.

f. Fee Deferral Loan Repayment. The Fee Deferral Loan shall be issued by the City to the Developer after Developer obtains Project Approval and Project Financing and prior to issuance of a building permit. The Developer shall repay the Fee Deferral Loan plus three percent (3 %) interest amortized annually for five (5) years from the date of the issuance of the Fee Deferral Loan. The Developer shall repay the Fee Deferral Loan plus four percent (4%) interest amortized annually following the fifth (5^{th}) year from the date of the issuance of the Fee Deferral Loan, until the Fee Deferral Loan is Fully repaid which shall not exceed twenty (20) years. There is no penalty for paying off the loan earlier than twenty (20) years. Interest accrual will begin from the date of the issuance of the Fee Deferral Loan and the first payment shall be due six (6) months from the date of the issuance of the Certificate of Occupancy. Monthly payments will be made in accordance with loan repayment terms set forth in the Promissory Note attached as Exhibit C to this Agreement.

i. Refinancing by Developer. If refinancing on the project or property results in the Developer receiving a loan amount sufficient to retire the balance of the City's Fee Deferral Loan owed by the Developer, then Developer shall fully repay the loan amount to the City, plus all interest, within sixty (60) days. If refinancing on the project or property does not result in the above scenario, then the City agrees to remain in the subordinated position.

g. Consistency. The Developer shall ensure that the loan documents for the Project Financing are consistent with this Agreement.

h. Promissory Note and Deed of Trust. The Developer shall execute (i) a Promissory Note substantially in the form attached as Exhibit C to this Agreement to evidence the amount due to the City; and (ii) a Deed of Trust, substantially in the form attached as Exhibit D for the benefit of the City as security for the loan payments due under this Agreement. The City agrees to subordinate the Deed of Trust to the construction lender, permanent lender and any other financing requested by the Developer in writing.

i. Project Construction. The Developer shall construct the Project consistent with any approved design review, building permit conditions, and this Agreement, and shall take all necessary steps to obtain a Certificate of Occupancy without unreasonable delay. The economic development subsidy of up to $420,000 for Public Off-Site Infrastructure shall be available from April 2015 until April 2017, with construction estimated to begin in Spring 2016, contingent on future Project Approval and environmental review.

j. Notification of General Contractors, Architects, and Engineers. The Developer shall have the responsibility of notifying the Project contractors, architects, and engineers of the requirements of this Agreement and the Project Approvals. The Developer shall include, when applicable, the provisions of this Agreement and the Project Approvals in construction contracts and subcontracts for the Project, and the Developer shall undertake the enforcement of such provisions.

k. **Reporting and Accounting Requirements.** The Developer shall keep an accounting of its expenditure of the City's Capital Contributions.

7.3 **Failure to Satisfy Obligations.** The City shall have the right to terminate this Agreement if the Developer is unable to demonstrate that the Developer has obtained Project Financing and Project Approval to the City's satisfaction as required by Section 7.2. In the event the Developer is unable to secure Project Financing and Project Approval and City terminates this Agreement, the City shall not make any Capital Contribution or Fee Deferral Loan to the Developer. If the Developer fails to meet obligations required after receipt of the City's Capital Contribution and Project Approvals, the City shall not transfer the security property to the Developer.

8. General Remedies During Development.

8.1 **Defaults and Opportunity to Cure.** Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of a default, the injured Party shall give written notice to the Party in default specifying the default complained of by the injured Party. The Party who receives a notice of default must commence to cure, correct or remedy such default upon written notification by the other Party, and shall complete such cure, correction or remedy within thirty (30) days of receipt of the notice of default. Except as required to protect against further damages, and except as otherwise expressly provided in Sections 8.2 and 8.3, the nondefaulting Party may not institute proceedings against the Party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default or of any such rights or remedies, nor shall it deprive the nondefaulting Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies under this Agreement.

8.2 **Termination by the City.** Any of the following shall constitute a breach, or default under the terms, of this Agreement by the Developer:

a. The Developer transfers, assigns or attempts to transfer or assign this Agreement or any rights herein, the Project, or in the Property or the buildings and the Improvements, in violation of the terms of this Agreement;

b. There is a change in the ownership or identity of the Developer or the parties in control of the Developer, the Property, the Project, or the degree thereof, contrary to the provisions of this Agreement;

c. The Developer fails to submit to the City any documents, financial reports, plans, and drawings required by this Agreement;

d. Developer is in breach or default with respect to any other obligation of the Developer under this Agreement or the Project Approvals;

If the Developer is in default and fails to cure as provided in Section 8.1, then this Agreement, and any rights of the Developer or any assignee or transferee to this Agreement pertaining thereto or arising therefrom with respect to the City, may, at the option of the City, be terminated by the City by written notice thereof to the Developer.

8.3 **Specific Performance.** If the Developer or the City defaults under any of the provisions of this Agreement, the nondefaulting Party shall serve written notice of such default upon the defaulting Party as provided in Section 8.1. If the default is not commenced to be cured as provided in Section 8.1, the nondefaulting Party, at its option, may institute an

action for specific performance of the terms of this Agreement, in addition to any other rights provided a nondefaulting Party as provided in the Agreement.

9. Insurance Requirements. Before beginning any work under this Agreement, the Developer, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Developer and its agents, representatives, employees, and subcontractors. The Developer shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects to the City. The Developer shall maintain the insurance policies required by this Section throughout the term of this Agreement. Developer shall not allow any subcontractor to commence work on any subcontract until the Developer has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. The Developer shall maintain all required insurance listed herein for the duration of this Agreement.

9.1 Workers' Compensation. The Developer shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by the Developer. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than Five Million Dollars ($5,000,000) per accident. In the alternative, the Developer may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Developer, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The Developer shall notify the City within fourteen (14) days of notification from the Developer's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that the Developer does not have any employees.

9.2 Commercial General and Automobile Liability Insurance.

a. General requirements. The Developer, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than Five Million Dollars ($5,000,000), and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars ($2,000,000). The commercial general liability and automobile liability insurance shall be per-occurrence, combined single-limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to protection against claims arising from bodily and personal injury, including death

resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

b. Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(i) The City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of the Developer, including the insured's general supervision of the Developer; products and completed operations of the Developer; premises owned, occupied, or used by the Developer; and automobiles owned, leased, or used by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City or its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

(iv) Any failure of the Developer to comply with reporting provisions of the policy shall not affect coverage provided to the City and its officers, employees, agents, and volunteers.

(v) An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. The Developer shall notify the City within fourteen (14) days of notification from the Developer's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

9.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

b. Verification of Coverage. Prior to beginning any work under this Agreement, the Developer shall furnish the City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

c. Subcontractors. The Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

d. Deductibles and Self-Insured Retentions. The Developer shall disclose to and obtain the approval of the City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City's Risk Manager, the Developer may increase such deductibles or self-insured retentions with respect to the City, its officers, employees, agents, and volunteers. The City's Risk Manager may condition approval of an increase in deductible or self-insured retention levels with a requirement that Developer procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

e. Waiver of Subrogation. The Developer hereby agrees to waive subrogation which any insurer or contractor may require from a vendor by virtue of the payment of any loss. The Developer agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Developer, its employees, agents, and subcontractors.

f. Notice of Reduction in Coverage. In the event that any coverage required by this Section is reduced, limited, or materially affected in any other manner, the Developer shall provide written notice to the City at the Developer's earliest possible opportunity, and in no case later than five (5) days after the Developer is notified of the change in coverage.

g. Remedies. In addition to any other remedies the City may have if the Developer fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Developer's breach:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

(ii) Order the Developer to stop work under this Agreement or withhold any payment that becomes due to the Developer hereunder, or both stop work and withhold any payment, until the Developer demonstrates compliance with the requirements hereof; and/or

(iii) Terminate this Agreement.

10. Hazardous Material Indemnity, Hold Harmless, Waiver

10.1 Developer Indemnity. The Developer agrees, from and after the date of conveyance of any property as security under this Agreement, to defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, expenses, Environmental Response Costs or costs of any kind or nature whatsoever, together with fees (including without limitation reasonable attorneys' fees and experts' and consultants' fees), whenever arising, unless caused in whole or in part by the negligence of any of the Indemnitees, resulting from or in connection with the occupancy or use of such property, or the Developer's performance or non-performance under or with respect to this Agreement or the actual or claimed generation, storage, handling, transportation, use, presence, placement,

migration and/or release of Hazardous Materials at, on, in, beneath or from such property (collectively referred to as "**Contamination**"). The Developer's defense, indemnification, protection and hold harmless obligations herein shall include without limitation the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Developer's sole cost. If the Developer discovers Contamination or other materials subject to legal requirements or corrective action, the Developer shall immediately notify the City of the same.

10.2 Release and Waiver. The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials at, on, in, beneath or from the Property, unless the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees. If the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees after the close of escrow for the Phase One Property, the provisions of this paragraph shall not apply. The Developer hereby acknowledges that the aforementioned release includes Hazardous Material claims that the Developer does not know or suspect to exist as of the date hereof, and with respect to such Hazardous Materials claims or causes of action, the Developer affirmatively waives and relinquishes any right or benefit, to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section 10.2, the Developer further waives all such rights and benefits that the Developer may have under California law or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to claim that a general release does not extend to claims which the Developer does not know or suspect to exist in its favor at the time of executing the release, which if known by it would have materially affected its agreement with the City.

11. General Provisions

11.1 Contribution Limit. This Agreement does not obligate or authorize the City to make any additional capital contributions to the Project other than those specifically enumerated herein. This provision applies to all City Capital Contributions required in this Agreement.

11.2 Standard of Performance. The Developer shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Developer is engaged in the geographical area in which the Developer practices its profession. The Developer shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in the Developer's profession.

11.3 Compliance with Laws. The Developer shall carry out and shall cause its contractors to carry out all construction and rehabilitation work related to the Project in conformity with all applicable Federal, State and local laws, rules, ordinances and regulations, including without limitation all applicable Federal and State labor standards. Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, the Developer shall at its own expense secure any and all certifications and permits which may be required by any governmental agency having jurisdiction over such construction, development or work. The Developer shall permit only persons or entities duly licensed in the State of California and County of Sacramento, as applicable, to perform work on or for the Project.

11.4 Prevailing Wage. The Developer will comply with prevailing wage requirements. To the full extent required by all applicable state and federal laws, rules and regulations, if any, the Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto ("Prevailing Wage Laws"), and shall be responsible for carrying out the requirements of such provisions. If required by California law or City policy, Developer shall submit to City a plan for monitoring payment of prevailing wages, including those for all Public Off-Site Infrastructure completed with City's Capital Contribution, and shall implement such plan at Developer's expense.

a. Prevailing wage indemnification. The Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of the Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against the Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the Developer's deposit with the City of any of the insurance policies described in this Agreement. The provisions of this Section of this Agreement shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project, and shall be assumed by any successor to the Developer's interest in this Agreement. The Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent they arise from the willful misconduct of one or more of the Indemnitees.

11.5 Public Safety Protections. Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Property or Developer's activities in connection with the Property, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

11.6 Public Improvements. The Developer shall, at the Developer's expense as a Project cost, undertake and complete all modifications, construction, relocation, installation or improvement of public facilities, improvements and utilities required for the development of the Property, unless otherwise set forth herein.

11.7 Access to the Property. The Developer shall permit the City representatives access, without charge, to the entire Property at any time and for any purpose which the City reasonably considers necessary to carry out its obligations and protect its interests under the Agreement. Purposes for the City entry may include, without limitation, inspection of all work being performed in connection with the construction and operation of the Project.

11.8 Project Signs. If the Developer places a sign on the Property during construction stating the names of the Project participants, it shall also name "City of Rancho Cordova" as a participant in the Project. The City name on the sign shall be in letters not less than the size of letters used to name any of the other participants. Permanent Project signage will be addressed during the Design Review process.

11.9 Notification of General Contractors, Architects and Engineers. The Developer shall assure that the Project contractors, architects and engineers for the Project have notice of the requirements of this Agreement. The Developer shall include, when applicable, the provisions of this Agreement in construction contracts and subcontracts for the Project, and the Developer shall undertake the enforcement of such provisions.

11.10 Successors and Assigns. At any time during the term of this Agreement, the Developer shall have the right to sell, assign, or transfer the Property or any portion thereof without the prior consent of the City, subject to the limitations in this Agreement.

a. Conditions for Assignment to Subsequent Landowner. A subsequent landowner shall not be eligible to apply for, receive, or exercise any rights under this Agreement, and the Developer shall remain obligated to perform all of the terms and conditions of this Agreement following said sale, assignment or transfer, unless and until all of the following conditions have been satisfied:

(i) **Delivery of Documents to City Clerk**. The subsequent landowner to which all or any portion of the Property has been sold, transferred or assigned delivers to the City Clerk the following documents:

(1) An express written agreement, in recordable form and approved as to form by the City Attorney, in which the subsequent landowner agrees to contractually assume and be bound by all of the obligations of the Developer under this Agreement with respect to the Property, or portions thereof, which is sold, assigned or transferred by the Developer to the subsequent landowner, including any fees owed to the City relating to planning, building or occupancy permits, inspections, or approvals;

(2) A true copy of the recorded deed under which the Developer conveyed its interest in all or a portion of the Property to the subsequent landowner; and

(3) A designation of the name and address to which future notices to the subsequent landowner may be given as provided in Section 11.22 of this Agreement.

(ii) **Assumption Agreement.** If the sale, assignment or transfer involves less than the whole of the Property, the Developer and subsequent landowner shall include in the assumption agreement provisions indicating who assumes the obligations under this Agreement.

11.11 Parties in Interest/No third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

11.12 Indemnification from Construction, Improvement, Operation and Maintenance Claims. The Developer agrees to indemnify, defend (with counsel selected by the City) and hold harmless the City and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for

any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of the Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, unless caused in whole or in part by the willful misconduct of the City, and or anybody acting on behalf of the City. The provisions of this Section shall survive the termination of this Agreement.

11.13 Construction and Maintenance Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of the Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project.

11.14 Licenses and Permits. The Developer represents and warrants to the City that the Developer and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions. The Developer represents and warrants to the City that the Developer and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, the Developer and any subcontractors shall obtain and maintain valid business licenses from the City during the term of this Agreement.

11.15 Nondiscrimination and Equal Opportunity. The Developer shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Developer under this Agreement. The Developer shall comply with all applicable Federal, State, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including, but not limited to, the satisfaction of any positive obligations required of the Developer thereby.

11.16 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that such action shall be vested exclusively in the state courts of California, in the County of Sacramento, or in the United States District Court for the Eastern District of California.

11.17 Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. The prevailing party in any legal action brought by either Party for breach of this Agreement or to enforce any provisions herein is entitled to reasonable attorneys' fees, court costs, and other such costs as may be fixed by the court.

11.18 Amendments. No modification or amendment of this Agreement is effective unless approved by the Rancho Cordova City Council, made in writing, and signed by both the City and the Developer.

11.19 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the City and the Developer.

11.20 Waiver. Waiver of or non-enforcement of any provision of this Agreement does not waive the right to enforce any other provision or constitute a continuing waiver.

11.21 Time is of the Essence. The Parties agree that time is of the essence in the performance of the terms and conditions of this Agreement.

11.22 Notices. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

City of Rancho Cordova
Finance Director
Copy: City Attorney
2729 Prospect Park Drive
Rancho Cordova, California 95670

Notice required to be given to the Developer shall be addressed as follows:

XXXX, President
D&S Development, Inc.
XXXXX
XXXX

11.23 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, that if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

11.24 Counterparts. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 20 pages and four (4) exhibits, which constitute the entire understanding and Agreement of the Parties.

11.25 Recordation. Upon execution, this Agreement shall be recorded with the Sacramento County Recorder.

11.26 Nonliability of City Officials and Employees. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

11.27 Corporate Citizen. The City encourages the Developer to participate in civic activities sponsored by the City. The City urges the Developer to become involved with local civic organizations and to actively participate in community activities.

ATTACHMENT 2
EXHIBIT 1

CITY OF RANCHO CORDOVA, a California California municipal corporation	**D&S DEVELOPMENT, INC.**, a corporation
By: _____	By: _____
Name: Brian Nakamura	Name: _____
Its: City Manager	Its: _____
Dated: _____	Dated: _____

Attest: :

_____
Mindy Cuppy, City Clerk

Approved as to Form:

_____
Adam Lindgren, City Attorney

Exhibit List:

EXHIBIT A: Property Description
EXHIBIT B: Site Map
EXHIBIT C: Fee Deferral Loan Promissory Note
EXHIBIT D: Deed of Trust

ATTACHMENT 2
EXHIBIT 1

EXHIBIT A
Property Description

EXHIBIT B
Site Map

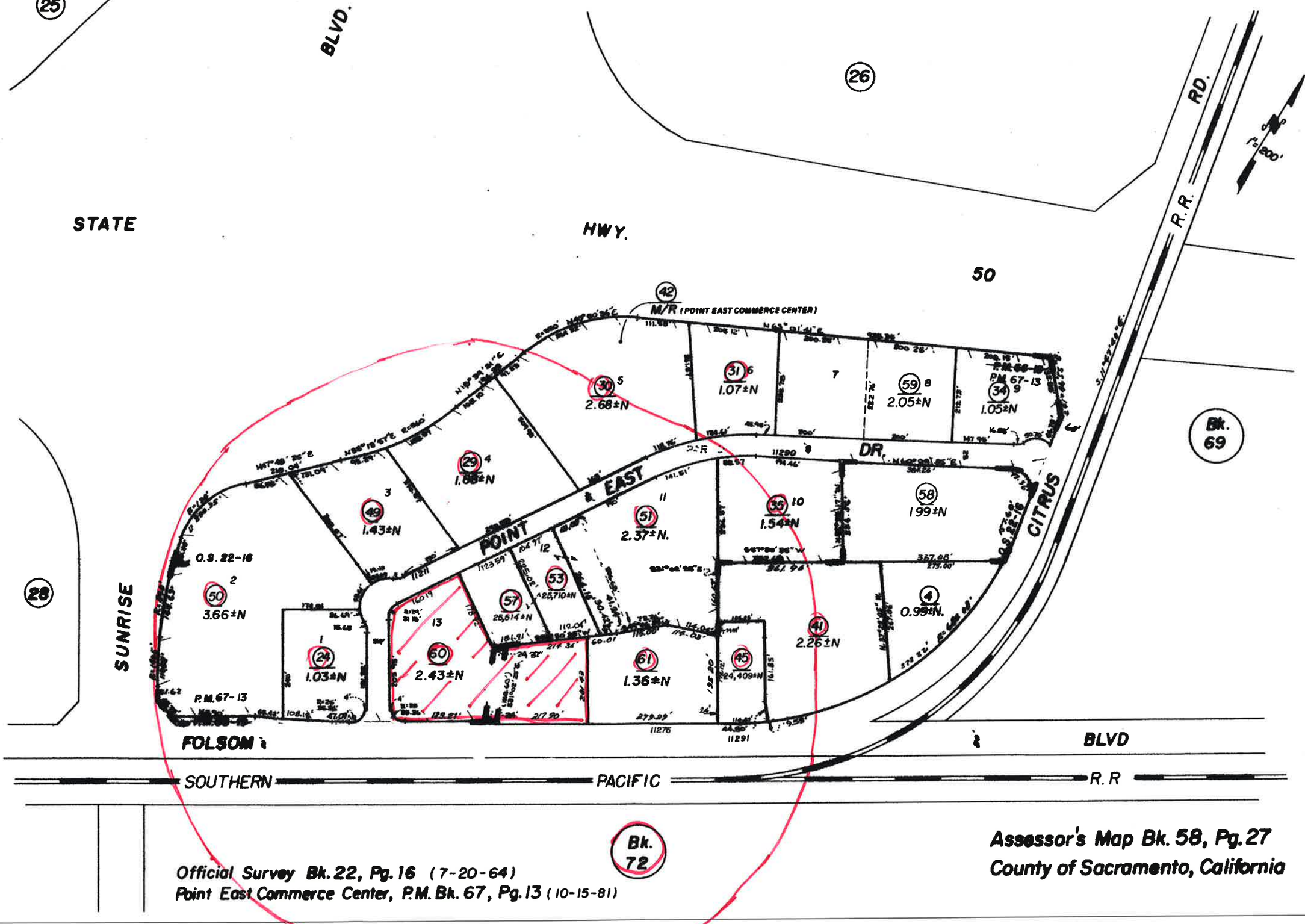
EXHIBIT C
Fee Deferral Loan Promissory Note

EXHIBIT D
Deed of Trust

2328608.1

POR. SEC. 25, T.9N., R.6E., M.D.B.&M.

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



Official Survey Bk. 22, Pg. 16 (7-20-64)
Point East Commerce Center, P.M. Bk. 67, Pg. 13 (10-15-81)

Assessor's Map Bk. 58, Pg. 27
County of Sacramento, California

MAY 3 0 2006

POR. SEC. 25, T.9N., R.6E. & POR. SEC. 30, T.9N., R.7E., M.D.B.&M.

72-24

1" = 200'

BLVD.

R.R.

38

CITRUS

504.90'

62

63

IRRIGATION DITCH

35

(3) POR. 872-34-10K-39 (M/R Only)

(5) 2.59±N

(4) 5.59±N.

Bk.-58

PACIFIC

Por. SBE 200-34-9-4 (R/W ESMT)

(11) 1 1.108±N

(12) 2 2.50±N

Por 2

(9) 37,895±N.

(8) 20,865±N.

PM 115-4

PM 142-15

RDS

169.16' 209.16' 117.21' 125' 51.23'

2655 S. 32°38'49" E.

SUNRISE

BLVD.

254.42'

43

22

26

FOLSOM SOUTHERN

N.E. COR. LOT 5

N.C. 2

3

Natomas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20

Assessor's Map Bk. 72-Pg. 24
County of Sacramento, Calif.

FEB 0 8 2001

AGENDA ITEM 17.2

POR. SEC. 25, T.9N, R.6E, M.D.B.&M.

FOLSOM BOULEVARD

Bk. 58

35 872-34-10K-38 M/R Only

(M/R Only) POR. S.B.E. 872-34-10K-39

Por. SBE 200-34-9-4 (R/W ESMT)

SOUTHERN PACIFIC RAILROAD

1 4.98 ± N

(N. 57° 20' 23" E.)

S. 58° 11' W. 190.06'

N. 57° 51' 30" E. (2,181.5'±)

431.75'

P.M. 29-3
P.M. 47-28

(11000 FOLSOM BL)

959.72'

N. 58° 44' 30" E. 280.42'

N. 67° 47' 47" E. 280.42'

229.37'

174.37'

20' DRAINAGE EASEMENT

N. 57° 11' E. 179.06'

S. 57° 45' 30" W. 115'

S. 66° 54' 30" W. 167.66'

N. 58° 11' W. 309.51'

S. 58° 11' W. 319.71'

S. 60° 41' 05" W. 291.34'

N. 84° 27' 02" E. 459.28'

N. 32° 08' 30" W. 360.00'

S. 32° 08' 30" E. 2690.15'

N. 58° 38' 30" E. (226.97') 226.97'

S. 32° 39' 00" E. 180.47'

N. 58° 08' 00" E. 240.00'

S. 32° 08' 30" E. 575.34' EASEMENT

N. 32° 08' 30" W. 575.34'

S. 32° 08' 30" E. 2690.15'

S. 28° 56' 30" E. 611.20'

N. 26° 54' 20" W. 347.49'

N. 34° 50' 00" E. 308.44'

R=490.00' R=682.66' R=667.66' R=570' R=510' R=570'

187.19' 278.31' 249.02' 227.52' 203.37'

344.96' 91.53' 91.33' 91.12'

757.70'

P.M. 138-15

P.M. 14-20

DR. CENTER CT. QUARRY KILGORE ROAD TRADE

S.M.U.D. EASEMENT

10' S.M.U.D. EASEMENT

O.S. 13-33

P.M. 71-36

P.M. 41-30

N. 55° 51' 00" W. 2807

S. 34° 09' 00" W. 219.35

N. 55° 10' 30" W. 239.94'

N. 44° 37' 55" E. 302.04'

S. 44° 57' 25" W. 211.10'

N. 11° 00' 40" W. 93.70'

S. 78° 59' 20" W. 563.60'

1079.38'

655.32'

458.63'

(456.12')

N. 01° 31' 30" W.

511.33'

S. 60° 53' 27" W.

478.50'

478.41'

64.26'

164.20'

132.54'

SUNRISE

CITRUS ROAD

105'

N. 51° 35' 36" W. 241.74'

S. 38° 39' 05" W.

P.M. 47-28
P.M. 29-3

N.E. COR. BOSTICK 255.54 Ac.

1" = 200'

SEP 05 2007

1 40,945 ± N.

2 1.09 ± N.

3 23,695 ± N.

4 3.67 ± N.

5

6 A 20,735 ± N.

7 B 15,333 ± N

8

9

10 11.58 ± N

11 4.48 ± N.

12 21,000 ± N.

13 23,338 ± N.

14 28383 ± N POR. 8

31 5.07 ± N.

32 2.81 ± N

33 3.31 ± N

34 4.26 ± N

35

36 2,012 ± N

37 6.17 ± N

38 1,722 ± N

39 37,918 ± N.

40 2.36 ± N

41 1.08 ± N

42 6642 ± N

43 4.79 ± N

POR. 8

POR. 3

11 38,472 ± N.

12 11.32 ± N

1 1.32 ± N.

2 1.10 ± N.

3 2.22 ± N.

4 8.118 ± N

221 222 223 24 25 26 49 66

Natomas Consolidated Sub. No. 2, R.M. Bk. 14, Pg. 20
Record of Survey, O.S. Bk. 13, Pg. 33 (6-27-58)

Assessor's Map Bk. 72-Pg. 22
County of Sacramento, Calif.

POR. PROJ. SEC. 25 & 36, T.9N., R.6E., and PROJ. SEC. 19, 30, & 31, T.9N., R.7E., M.D.B.&M.

72-38

1" = 200'

Bk. 58

POINT EAST DR.

FOLSOM BLVD.

SOUTHERN PACIFIC R.R.

N. 57° 50' 30" E.

4092.19'

PAR. 1 — 2.25±N (37)

PAR. 2 — 4.05±N (4)

PAR. 3 — 3.51±N (5)

PAR. 4 — 3.44±N (6)

PAR. 5 — 3.44±N (7)

PAR. 22 — 4.53±N (8)

PAR. 23 — 3.44±N (9)

PAR. 24 — 3.44±N (10)

PAR. 25 — 3.74±N (11)

PAR. 26

PAR. 27 — 3.44±N (13)

PAR. 29 — 1.08±N (25)

PAR. 32 — 7.47±N. (34)

PAR. 33 — 1.93±N (29)

1.16±N (30)

2.03±N (35)

41,513±N. (31)

32,975±N. (32)

36,808±N. P.M. 69-35 (33)

1.12±N (22)

3.41±N (36)

1.46±N (28)

2.29±N (38)

1.42±N (27)

1.55±N (24)

1.14±N. (26)

1.72±N (40)

1.72±N (39)

SBE 279-34-39-1 (LSD)

SUNCO TRADE CENTER DR.

MERCANTILE DR.

POR. LOT 'A'

11336

11337

11370

11280

11283

N. 57° 50' 30" E. 500'

N. 57° 50' 30" E. 244.06'

N. 57° 50' 30" E. 255.57'

N. 57° 50' 30" E. 225'

N. 57° 50' 30" E. 609.96'

N. 80° 30' 18" E. 362.20' R=25'

N. 68° 16' 20" W. 500'

N. 76° 43' 40" W. 500'

N. 76° 43' 40" W. 141.95'

N. 11° 16' 20" E. 2668'

N. 11° 16' 20" E. 2615'

N. 11° 16' 20" E. 2820'

N. 11° 16' 20" E. 2643'

N. 11° 16' 20" E. 2640'

N. 11° 16' 20" E. 2620'

N. 11° 16' 20" E. 2668'

N. 11° 16' 20" E. 872.34'

N. 11° 16' 20" E. 342.51'

N. 11° 16' 20" E. 90.30'

N. 11° 16' 20" E. 90.31'

N. 11° 16' 20" E. 351.99'

N. 11° 16' 20" E. 802.04'

N. 11° 16' 20" E. 183.72'

N. 11° 16' 20" E. 89.17'

N. 11° 16' 20" E. 83.76'

N. 11° 16' 20" E. 151.19'

N. 11° 16' 20" E. 309.33'

N. 11° 16' 20" E. 316.68'

N. 11° 16' 20" E. 10.91'

N. 11° 16' 20" E. 150.09'

N. 11° 16' 20" E. 300.51'

N. 11° 16' 20" E. 186.67'

N. 11° 16' 20" E. 29.78'

N. 11° 16' 20" E. 91.36'

N. 11° 16' 20" E. 110'

N. 11° 16' 20" E. 54.05'

N. 11° 16' 20" E. 204.78'

N. 11° 16' 20" E. 211.57'

N. 11° 16' 20" E. 508.43'

N. 11° 16' 20" E. 110'

N. 11° 16' 20" E. 110'

N. 11° 16' 20" E. 110

POR. PROJ. T.9N., R.7 & 8 E., M.D.B.7M.

072-023

ATTACHMENT 3

1"= 2000'

Bk. 069

313

231

Assessor's Map Bk. 072 Pg. 023
County of Sacramento, Calif.

O.S. Bk.64, Pg.18 (6-19-2003)
O.S. Bk.63 Pg.9 (9-18-2002)
O.S. Bk.73, Pg.16 (6-19-2007)
O.S. Bk.69, Pg.28 (2-8-2006)
Record of Survey, O.S. Bk.66, Pg.23 (8-2-2004)
Record of Survey, O.S. Bk.62, Pg.4 (2-19-2002)
Record of Survey, O.S. Bk.52, Pg.16 (1-13-1993)
Record of Survey, O.S. Bk.62, Pg.13 (5-15-2002)
Record of Survey, O.S. Bk.70, Pg.7 (3-31-2006)
Record of Survey, O.S. Bk.46, Pg.8 (8-16-1989)
Record of Survey, O.S. Bk.29, Pg.26 (1-11-1972)
Record of Survey, O.S. Bk.12, Pg.30 (7-25-1956)

AGENDA ITEM 17.2

058 0270 024 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 029 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 030 0000
Rancho Investments Inc
220 Harding Blvd
Roseville, CA 95678

058 0270 031 0000
Ramesh Pitamber
5151 Weston Way
Granite Bay, CA 95746

058 0270 035 0000
Fadi Rashed
6005 Via Alicante
Granite Bay, CA 95746

058 0270 041 0000
Raymonde
3942 Oak Hurst Cir
Fair Oaks, CA 95628

058 0270 045 0000
Sun & Dae Chung
3012 Woodroe Ct
Hayward, CA 94541

058 0270 049 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 050 0000
Hv-Houston Development Inc
433 California St #7TH
San Francisco, CA 94104

058 0270 051 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 053 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 057 0000
Ht Rancho Cordova LLC
Po Box 2196
Chicago, IL 60690

058 0270 060 0000
D & S Development Inc
1011 10th St #A
Sacramento, CA 95814

058 0270 061 0000
Capital City Development Incorporated
1011 10th St #A
Sacramento, CA 95814

072 0240 003 0000
Sac-Plcrvle Transportation Corr Joint Po
Po Box 2110
Sacramento, CA 95812

072 0240 004 0000
Sacramento Regional Transit District
Po Box 2110
Sacramento, CA 95812

072 0380 004 0000
Wayside Lumber Incorporated
11277 Trade Center Dr
Rancho Cordova, CA 95742

072 0380 005 0000
Sunrise Trade Center Storage LLC
508 Natoma St
Folsom, CA 95630

072 0380 037 0000
Fjm Sunrise Associates LLC
11230 Gold Express Dr
Gold River, CA 95670

072 0380 038 0000
Go LP
10057 Mills Station Rd
Sacramento, CA 95827

Point East Hotel and Event Center Conditional Use Permit, Design Review, and Adjustment– Agenda Item 17.2

Rancho Cordova City Council

Matthew Diaz, Project Planner

December 1, 2014

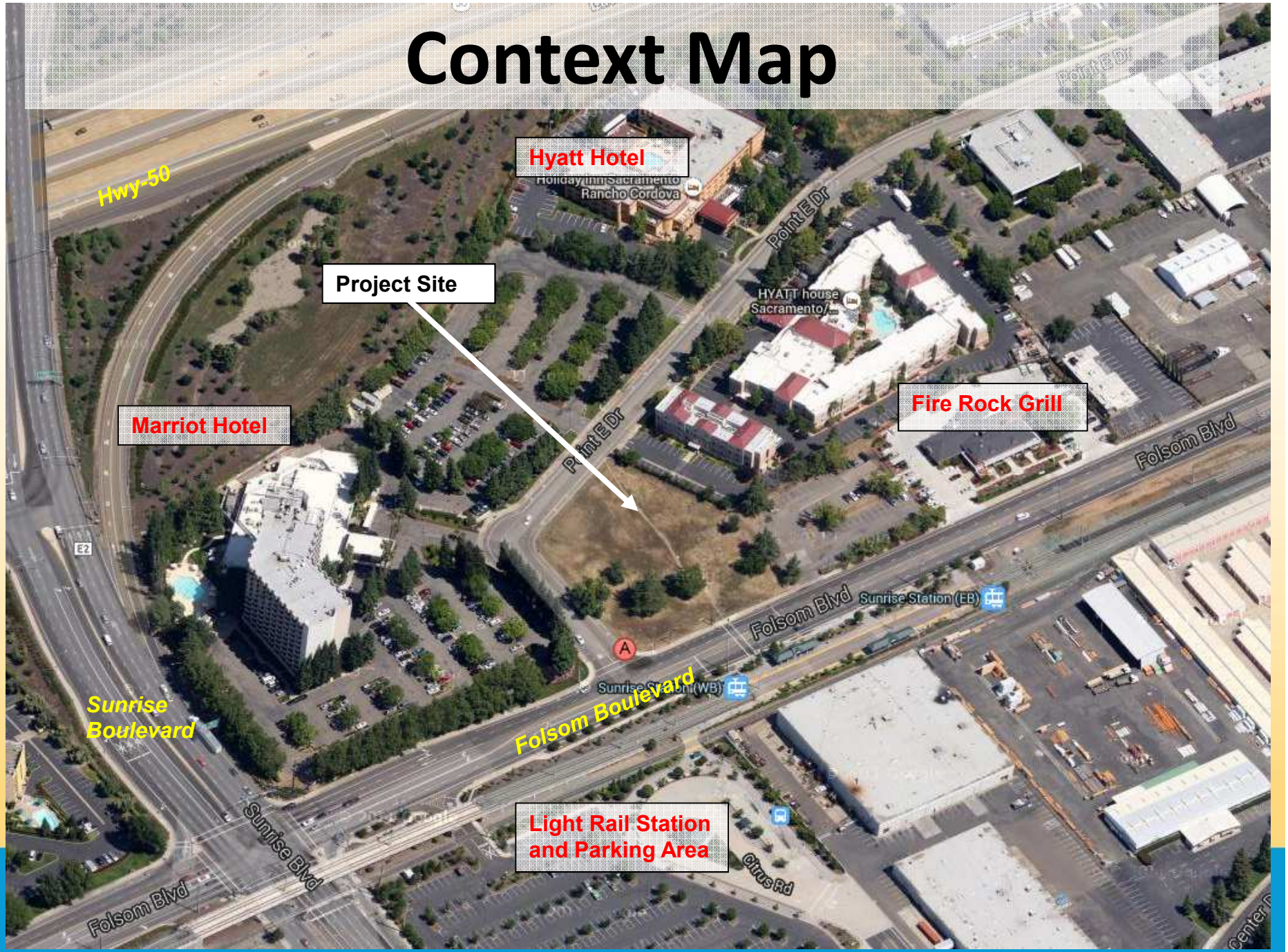
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Requested Approvals

- Applicant is seeking to construct a new four-story 53,600 square foot 89-room extended stay hotel with a new associated 5,890 square foot event center.
- Actions Include:
  - Conditional Use Permit
  - Design Review
  - Adjustment

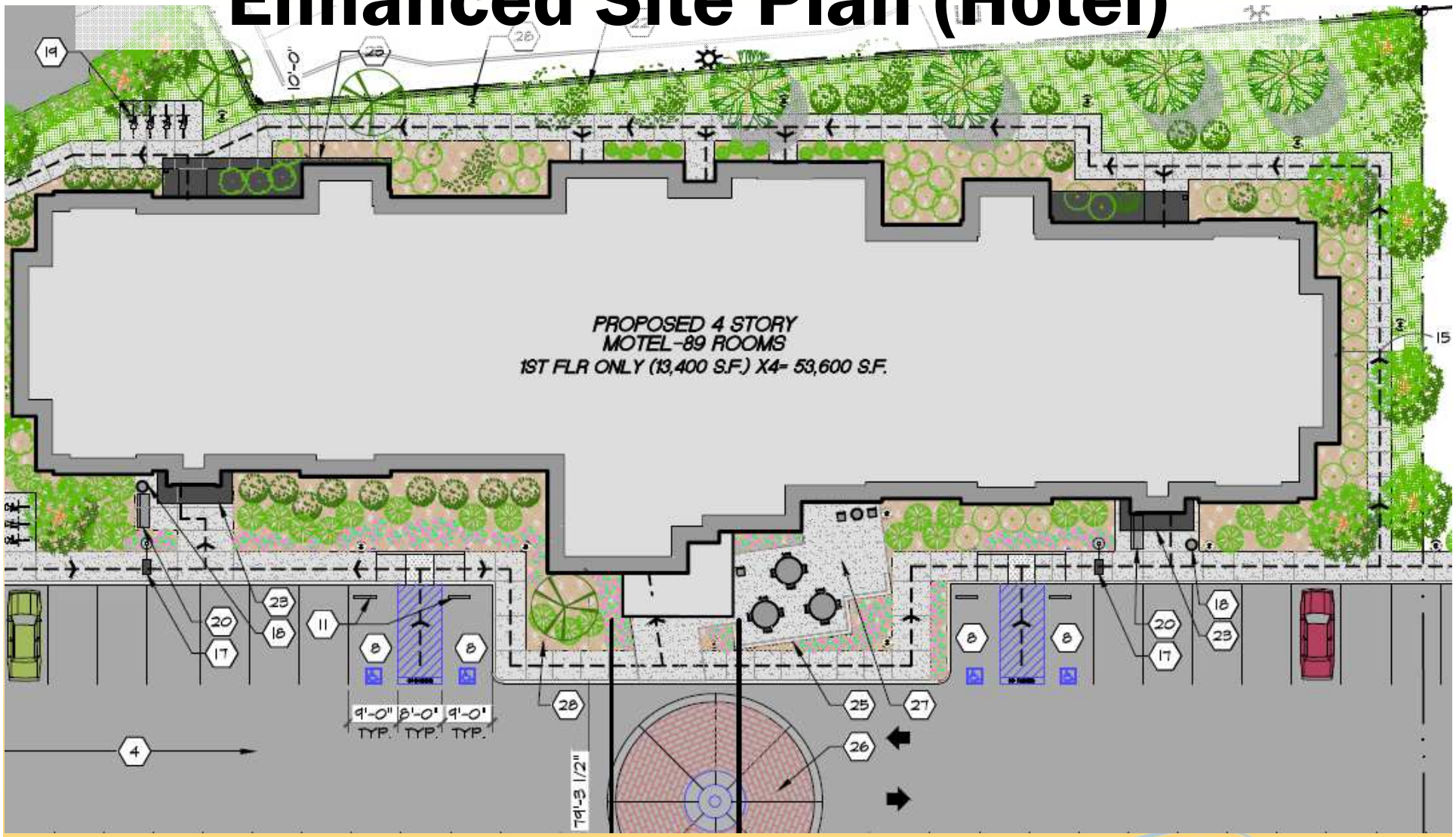
Context Map


Hyatt Hotel
Hwy-50
Project Site
Point E Dr
HYATT house Sacramento/...
Fire Rock Grill
Marriot Hotel
Folsom Blvd
Sunrise Station (EB)
Sunrise Boulevard
Folsom Boulevard
Light Rail Station and Parking Area
Sunrise Blvd
Citrus Rd

Site Plan (Hotel and Event Center)



Enhanced Site Plan (Hotel)



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Background

- The project was first presented to the Development Services Team (DST) on March 18, 2014.
- On June 24, 2014, the City Council conducted a workshop for 89-room extended stay hotel and event center.
- On September 15, 2014 the City Council agreed to deferred construction costs, assistance with infrastructure improvements, and parking adjustment pending a formal review of the designs for approval.
- On September 18, 2014 the applicant submitted an applicant for a Conditional Use Permit, Design Review, and Adjustment for parking.

Project Revisions

- New ground floor material and additional windows
- Main entrance is more prominent
- Revised Pedestrian area
- New median proposed for Point East Drive
- Conditions have been added to improve circulation and pedestrian gathering

Key Project Features

- Entrance and Facade
- Pedestrian Gathering Area North and East of the Event Center
- Connectivity to right-or-ways and Light Rail station south of Folsom Boulevard
- New Street Median at the intersection of Point East Drive and Folsom Boulevard

Entrance and Façade

- The entrances use canopy features that project from the main structure and include mixture of colors and material
- Both use heavier materials (El Dorado Title) to define the base (ground level)
- Additional windows have been added to open up the floor most visible by pedestrians

Hotel Elevations



Front Elevation facing Folsom Boulevard

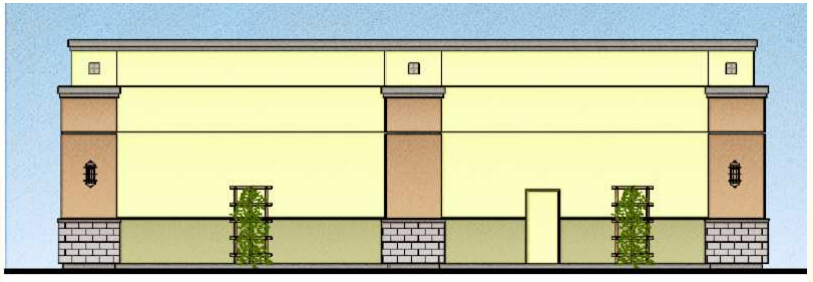


Rear Elevation facing Hyatt Hotel to the North

Event Center Elevations



Front Elevation



Rear Elevation



Right Elevation facing Hotel

Entrance and Façade



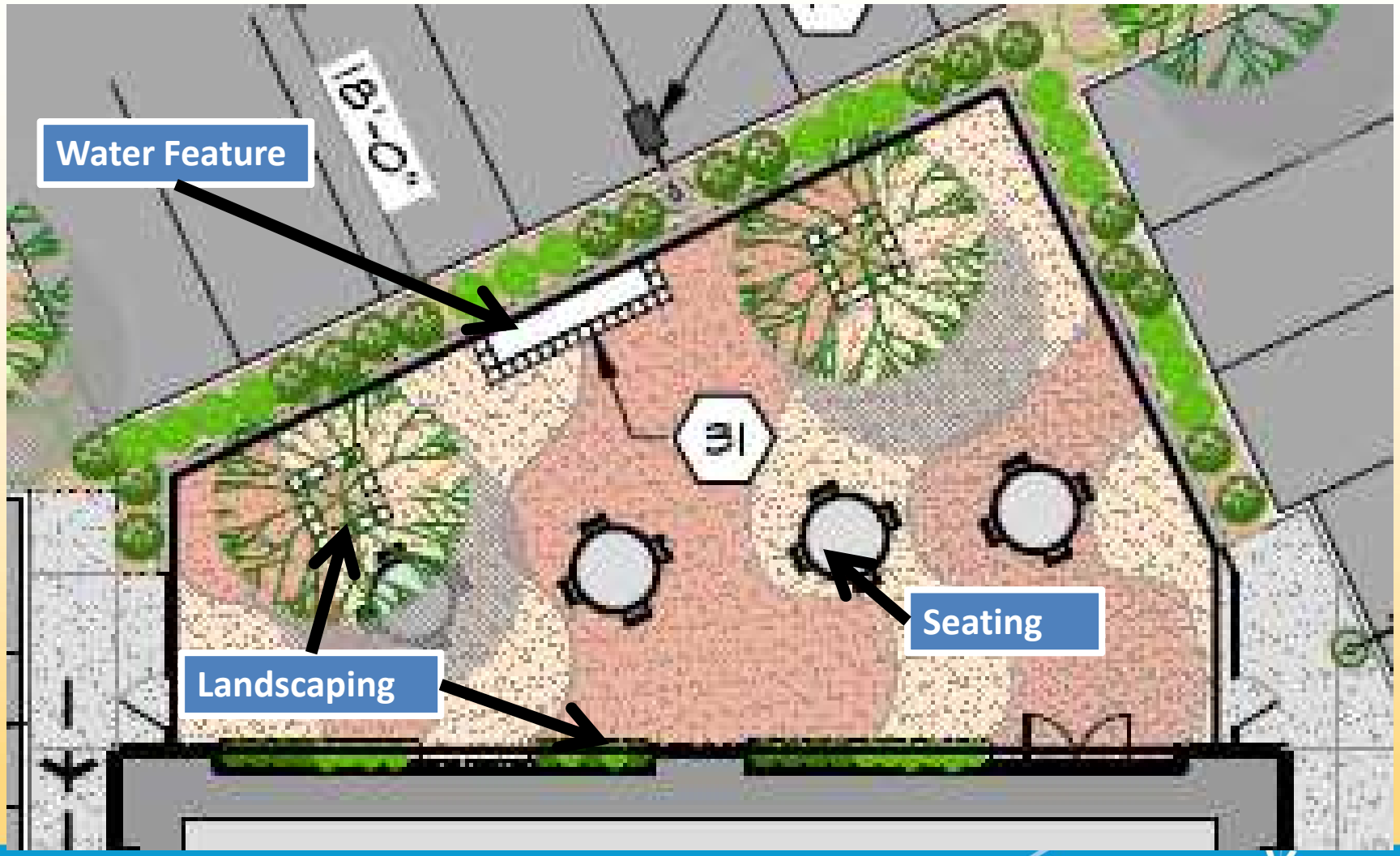
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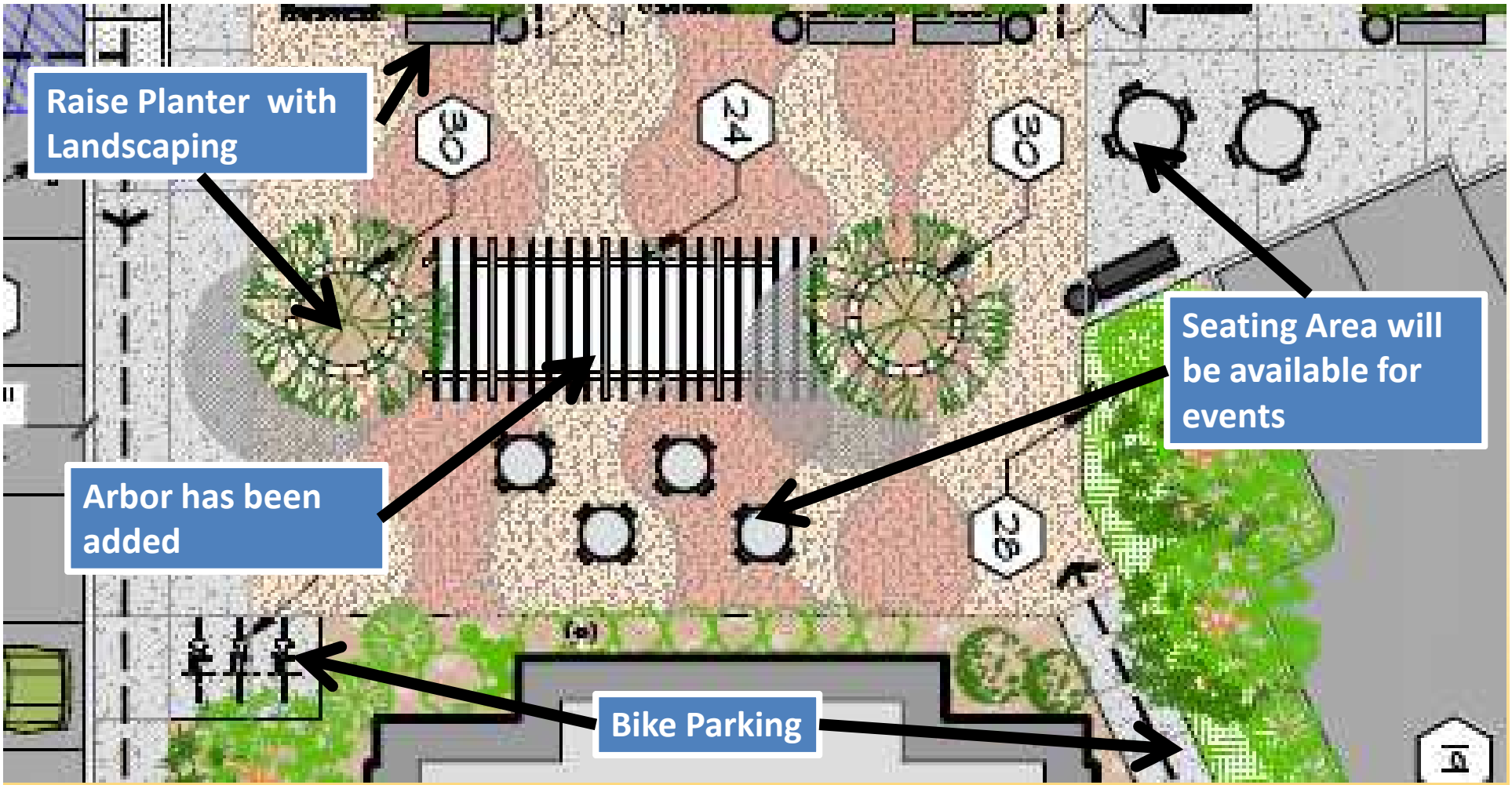
Pedestrian Gathering Area

- Regulated by Zoning Code section 23.722 and the City's Design Guidelines
- This area shall include seating, lighting, landscaping to create a sense of place

Pedestrian Space (east of event center)



Pedestrian Space (east of event center)

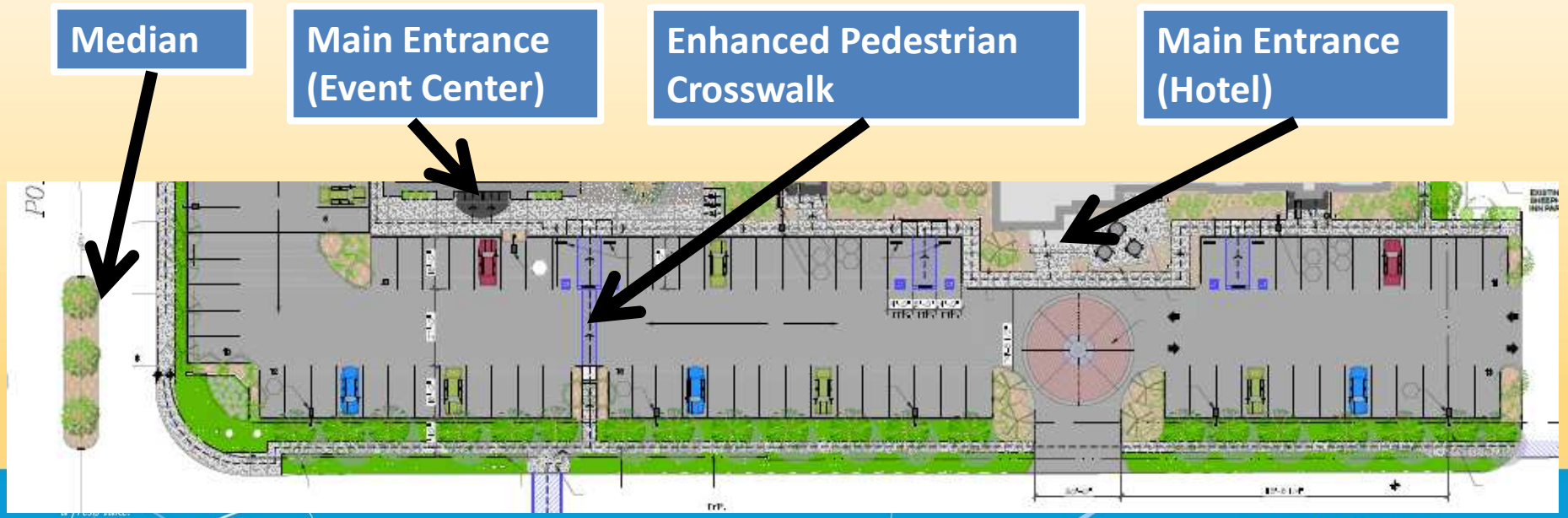


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Connectivity

- Connectivity to right-or-ways and Light Rail station south of Folsom Boulevard
- New Street Median at the intersection of Point East Drive and Folsom Boulevard



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Landscaping



October Glory Maple





Strawberry Tree Multi-Trunk

TREE	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	ACE GLO	ACER RUBRUM 'OCTOBER GLORY' TM / OCTOBER GLORY MAPLE	15 GAL
	ARB TRE	ARBUTUS UNEDO / STRAWBERRY TREE MULTI-TRUNK	15 GAL
	CAR COL	CARPINUS BETULUS ' COLUMNARIS' / COLUMNAR EUROPEAN HORNBEAM	15 GAL
	ERI MUL	ERIOBOTRYA DEFLEXA / BRONZE LOQUAT MULTI-TRUNK	24" BOX
	KOE PAN	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	15 GAL
	LAG MUS	LAGERSTROEMIA X 'MUSKOGEE' / CRAPE MYRTLE LIGHT LAVENDER	15 GAL
	PLA BLO	PLATANUS X ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	15 GAL

TREE LEGEND



Crape Myrtle Light Lavender

	CODE	BOTANICAL NAME / COMMON NAME	SIZE
	BER CRI	BERBERIS THUNBERGII 'CRIMSON PYGMY BARBERRY	5 GAL
	CAL KAR	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL
	CAL DWA	CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF WEEPING BOTTLEBRUSH	1 GAL
	COL SUN	COLEONEMA PULCHRUM 'SUNSET GOLD' / GOLDEN BREATH OF HEAVEN	5 GAL
	JUN ELK	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL
	MUH RIG	MUHLENBERGIA RIGENS /DEER GRASS	5 GAL
	NAN POW	NANDINA DOMETICA 'FIRE POWER' / FIREPOWER NANDINA	5 GAL
		ANNUAL COLOR PLANTING	

SHRUB LEGEND

Other Design Elements





1 SITE LIGHT



2 TRASH RECEPTICAL



3 BIKE RACK



4 BENCH SEATING



PTAC EXTERIOR GRILL EXAMPLE



ELDORADO STONE - SANIBEL: COASTAL REEF



Hubbardton Forge Province Wall Sconce

a fresh take. RANCHO CORDOVA CALIFORNIA

Recommended Motions

- Adopt Resolution 135-2014

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **CAPITAL VILLAGE PHASE III AND IV DESIGN REVIEW AMENDMENT; PROJECT NO. DD8534 – LOCATED SOUTH OF INTERNATIONAL DRIVE, BETWEEN ZINFANDEL DRIVE AND PROSPECT PARK DRIVE.**

PROPERTY OWNER:	**APPLICANT/DEVELOPER:**
Beazer Homes Hold Corp. Mr. Ken Dohrn 1731 E Roseville Parkway, Suite 140 Roseville, CA 95661	Beazer Homes Hold Corp. Mr. Ken Dohrn 1731 E Roseville Parkway, Suite 140 Roseville, CA 95661

PROJECT:	Capital Village Phase III & IV
FILE:	DD8534
LOCATION:	South of International Drive, between Zinfandel Drive and Prospect Park Drive
APN:	072-0680-079-0000/072-0680-034-0000
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDATION

Adopt Resolution 134-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 134-2014 would allow design amendments to all of the four approved housing types (Fusion, Reflections, Inspiration, and Cottage) for Capital Village Phases 3 and 4 subdivision, south of International Drive. These amendments include additional square footage and floor plan alterations resulting in changes to previously approved facades. These amendments will allow Beazer Homes to proceed with home construction south of International with designs that meet today's housing market demands.

BACKGROUND

The Capital Village project is a 117-acre mixed-use development with 827 residential units, parks and commercial development that was approved by the Rancho Cordova City Council on April 4, 2005 per Ordinance No. 06-2005, Ordinance No. 07-2005 and Resolution No.35-2005 on March 21, 2005. Portions of Capital Village located south of International were planned and approved to be very similar to the residential development north of International. Housing in Capital Village is configured in five distinct types of districts. Of the five districts, four are proposed to be amended with this application. They include:

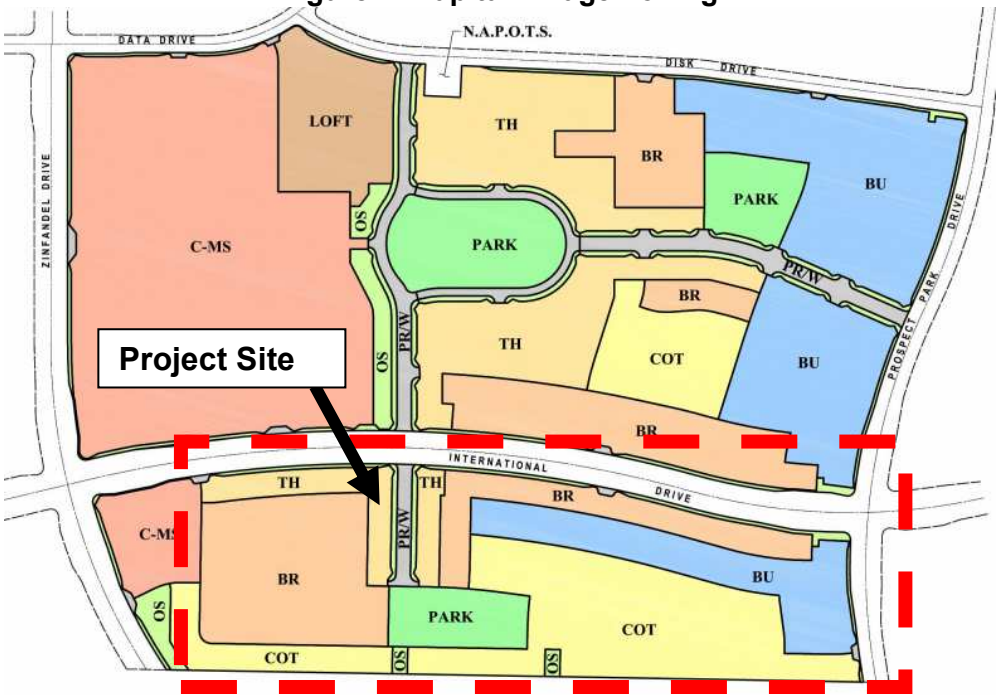
- *Townhome (Fusion per DD6590):* This district is single family homes configured as townhouses in units of six dwellings each. Some building configurations allow for the inclusion of "Live-Work " units that allow for the ground floor of the three story Townhomes to be used for professional home based businesses. The average density for the Townhome District is 15-16 DU/Acre. The Townhome District is comprised of 222 units and accounts for 26.5 percent of the total housing units for Capital Village.

- *Brownstone/Reflection (per RC 07-318):* This district includes single family detached homes on lots of 1,904 square feet (28'x68'). The average density for the Brownstone District is 13-14 DU/Acre. The Brownstone District is comprised of 257 units and accounts for 31 percent of the total housing units for Capital Village.

- *Cottages/Impression (per RC 07-319):* This district includes single family detached homes on lots of 2,450 square feet (35'x70'). The average density for the Cottage District is 11-12 DU/Acre. The Cottage District is comprised of 163 units and accounts for 19.5 percent of the total housing units for Capital Village.

- *Bungalows/Inspiration (per RC 07-320):* This district includes single-family detached homes on lots of 3,600 square feet (40'x90'). The average density for the Bungalow District is 8-9 DU/Acre. The Bungalow District is comprised of 151 units and accounts for 18 percent of the total housing units for Capital Village.

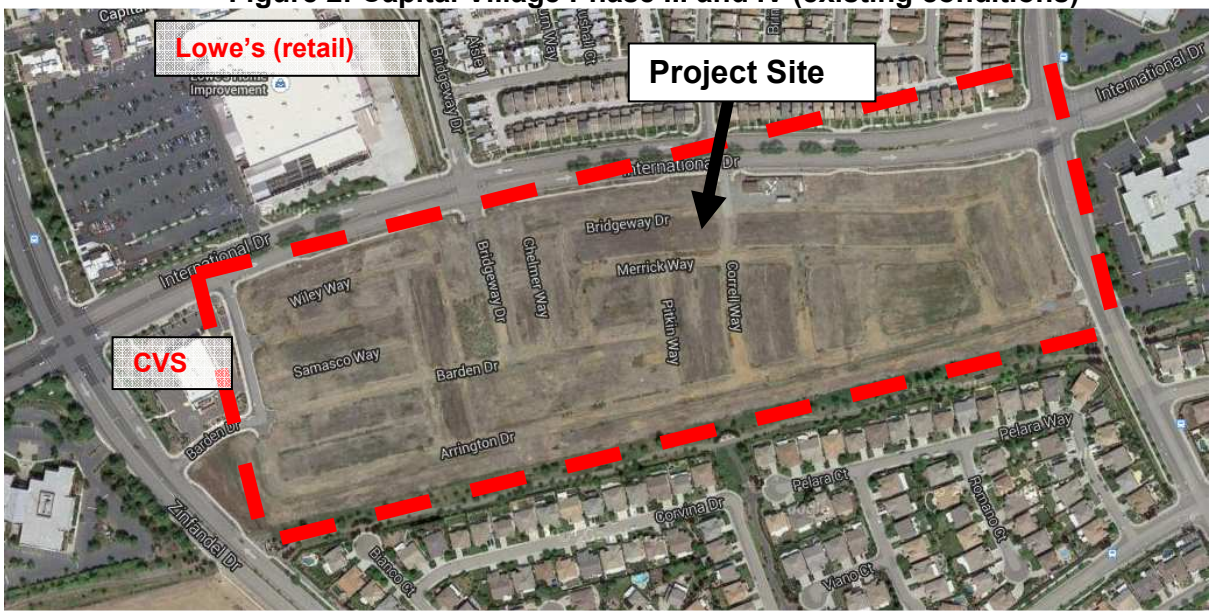
Figure 1: Capital Village Zoning



Color Legend

TH - TOWNHOME DISTRICT (15.32 du/ac to 16.96 du/ac)	LOFT - LOFT DISTRICT
BR - BROWNSTONE DISTRICT (11.30 du/ac to 15.48 du/ac)	PR/W - PUBLIC RIGHT-OF-WAYS
COT - COTTAGE DISTRICT (10.86 du/ac to 12.57 du/ac)	OS - OPEN SPACE
BU - BUNGALOW DISTRICT (7.67 du/ac to 8.22 du/ac)	PARK
C-MS - COMMERCIAL / MAIN STREET DISTRICT	MP

Figure 2: Capital Village Phase III and IV (existing conditions)



The City of Rancho Cordova Planning Department received a project submittal from Beazer Homes on September 19, 2014 requesting a Design Review Amendment to modify elements of the previously approved Capital Village housing types. The new proposed modifications include revision to the housing floor plans resulting in increases in square footage and changes to the façade. The project has been reviewed by all applicable departments and agencies in accordance with all Federal, State, and local regulations.

REQUIRED PERMITS AND REGULATORY BASIS

Larger amendments to housing plans are reviewed in accordance with Major Design Review (Section 23.141) requirements in order to ensure compatibility with the surrounding environment and adherence to all development and Capital Village design standards. In this proposal, the proposed dwellings have maintained the character of approved Capital Village architecture, but three of the four housing products are essentially new home designs that have not been previously reviewed by Council.

Subsequent Approvals Required for Operation: The following permits will be required for this project:

- Building Permits
- Improvement/Grading Plans
- Completion of some of the terms/conditions of the previous approvals (Development Agreement and Conditions of Approval for Capital Village RC 04-123)

ANALYSIS

General Plan

Affected portions of the site are designated MDR (Medium Density Residential). The Medium Density Residential category is generally characterized by small lot single-family detached, single-family attached (e.g., town homes, condominiums, brownstones), and small apartment complexes. Medium Density development is often found as part of a village development. This

proposal does not seek to amend housing type that would alter the existing land use designation. This application is for minor amendments to the housing floor plan and exterior façade.

Zoning Compliance

The site is within the lower half of the approved Capital Village Specific Plan. As shown in Figure 1, this area contains the Townhome, Brownstone, Cottage, and Bungalow housing districts. Each district has its own design criteria contained in the Specific Plan standards

Design

Townhouse (Fusion):

The previous townhomes design included the “Villas” and “Fusion” townhouse designs. The townhomes are considered single family attached units since each unit resides on a separate independent parcel, while sharing a common wall with an adjacent unit. The townhomes are still designed as six consecutive units per building; however all of the previously approved floor plans have been amended, resulting in revised exterior facades.

The new facade presents a more modern design as the entrance for the four interior plans (Plan 3, 2x, 4s, 4f) now face International Drive while the building edges face the pedestrian areas adjacent to the main building. The plans propose two new design schemes consisting of a darker color scheme 1 and warmer/lighter color scheme 2. The elevations have been amended so there is a break in the 3-story housing type, as the previous plan had this plan adjacent to one another.

Figure 3: Fusion North and South Evaluation (color scheme 1)



Figure 4: Fusion North and South Evaluation (color scheme 2)



Table 1: Amendments to Previous Fusion Townhome Design

Old Type	Old Sq. Ft	New Type	New Sq. Ft	Main Changes
Plan 1065 (2 Story)	1,065	Plan 1 (end unit)	1,296 (1,703 with garage) *Increase of 638 sq. ft.*	• Entrances for most plans face International Drive • Amount of windows has decreased however the average size of the windows has increased. • Have on grade living whereas before the kitchen/family/dining were all on the second floor. • Originally were 2 bedrooms and 2 bathrooms with a flex room and
Plan 1311 (2 Story)	1,311	Plan 3 (3 Story)	1,361 (1,768 with garage) *Increase of 457 sq. ft.*	
Plan 1658 (3 Story)	1,658	Plan 2 (Front Facing Door)	2,036 (2,433 with garage) *Increase of 775 sq. ft.*	
Plan 1658 (3 Story)	1,658	Plan 2 (Front Facing Door)	2,036 (2,433 with garage) *Increase of 775 sq. ft.*	
Plan 1311	1,311	Plan 3 (3 Story)	1,361 (1,768 with garage)	

Old Type	Old Sq. Ft	New Type	New Sq. Ft	Main Changes
(2 Story)			*Increase of 457 sq. ft.*	optional third bedroom and bathroom and laundry in the garage. The new plan 2 is 3 bedrooms and 2 ½ bathrooms with side by side laundry room upstairs.
Plan 1065 (2 Story)	1,065	Plan 1 (end unit)	1,296 (1,703 with garage) *Increase of 638 sq. ft.*	

Brownstone/Reflections:
The Brownstone District offers the third largest lot size within Capital Village with lots that are alley loaded from the rear of the house, providing a street scene free of garage doors. The lots also utilize a zero lot line configuration which creates a more urban street scene. The brownstone/reflections proposal includes four plan types, each with the elevation design options of Shingle, Americana, and Italianate. The National elevation type was not included in this amendment; however it was included in RC 07-318 as an approved housing type.

The proposed design alters the roofline to accommodate additional square footage to the second floor. All of the plans offer a variety of materials (siding, stucco) and colors. Some of the windows proposed offer faux shutter features and trim to better define the edging.

Figure 5: Reflections Plan 1– Reflections II


Shingle Elevation


Americana Elevation


Italianate Elevation

Figure 6: Reflections Plan 2– Reflections II


Shingle Elevation


Americana Elevation


Italianate Elevation

Figure 7: Reflections Plan 3– Reflections II



Shingle Elevation



Americana Elevation



Italianate Elevation

Figure 8: Reflections Plan 4– Reflections II



Shingle Elevation



Americana Elevation



Italianate Elevation

Table 2: Amendments to Previous Reflection Design

Old Type	Old Sq. Ft.	New Type	New Sq. Ft.	Main Changes
Plan 1	1,735	Plan 1	2,067 - Increase *of 332 Sq. Ft.*	• Garage widened 2.5 feet • "National" housing design has been removed from these Plans • Elevations and Floor plans have changed for every plan • Color scheme is mostly brown while previous plans uses some bluish grey for the Americana type • Upper Floor plan now includes laundry room near master bedroom. • Main entry door relocated to accommodate change in floor plans
Plan 2	1,862	Plan 2	2,049 - *Increase of 187 Sq. Ft.*	
Plan 3	2,009	Plan 3	2,146 - *Increase of 137 Sq. Ft.*	
Plan 4	2,206	Plan 4	2,338 - *Increase of 132 Sq. Ft.*	

Cottages/Impressions:
The Cottage District offers the second largest lot size within Capital Village with lots that are traditional in nature with a zero lot line configuration and a tandem 2-car garage. The Tandem Garage utilizes a single 8' wide garage door which mitigates the dominance of the garage from the public right-of-way.

The current design alters the roofline to accommodate additional square footage to the second floor. All of the plans offer a variety of materials (siding, stucco) and colors. All of the elevations will offer some type of faux shutter features and trim to better define the edging, while larger windows have been added to some of the second story elevations.

Figure 9: Cottages II Plan 1



Old Pasadena



Cottage Elevation



Normandy Elevation

Figure 10: Cottages II Plan 2



Old Pasadena



Cottage Elevation



Normandy Elevation

Figure 11: Cottages II Plan 3



Old Pasadena | Cottage Elevation | Normandy Elevation

Figure 12: Cottages II Plan 4



Old Pasadena | Cottage Elevation | Normandy Elevation

Table 3: Amendments to Previous Cottages Design

Old Type	Old Sq. Ft.	New Type	New Sq. Ft.	Main Changes
Plan 1	1,603	Plan 1	1,955 (2,520 with garage and covered porch) *Increase of 917 Sq. Ft.*	• Front courtyard is removed from front elevation • Lowered height of second floor plate to 8'. • The entry has been moved from the side elevation to the front elevation • Garages have been redesigned as tandem style 2-car garages. • Lowered height of roof and side wall height by running ridges front to back rather than sided to side
Plan 2	1,976	Plan 2	2,048 (2,541 with garage and covered porch) *Increase of 565 Sq. Ft.*	
Plan 3	2,149	Plan 3	1,955 (2,520 with garage and covered porch) *Increase of 372 Sq. Ft.*	
Plan 4	2,335	Plan 4	2,201 (2,686 with garage and covered porch) *Increase of 351 Sq. Ft.*	

Bungalow/Inspiration:
The Bungalow district offers the largest lot size within Capital Village. Lots are lane loaded from the rear of the house, providing a street scene free of garage doors. The current plans now propose all two story housing types, with porch features and large second story windows. A mix of materials (siding, stucco) and color has been maintained to break up the elevation to be more sympathetic on the eye as well as pedestrian friendly.

Figure 13: Bungalows II Plan 1



Early California | California Bungalow | Craftsman

Figure 14: Bungalows II Plan 2



Early California | California Bungalow | Craftsman

Figure 15: Cottages II Plan 3



Early California | California Bungalow | Craftsman

Table 4: Amendments to Previous Bungalow Design

Old Type	Old Sq. Ft.	New Type	New Sq. Ft	Main Changes
Plan 1337	1,337	Plan 1	2,333 (2,869 with garage and covered porch) *Increase of 1,532 Sq. Ft.*	• All plans have been narrowed by 1 foot. • The height of the second floor plate has been lowered to 8 feet. • Plans have a new second story while original plans were single story • Laundry room and bedrooms have been moved to second floor. • Options of 2nd master bedroom, study, master retreat or up to 5 bedrooms. • There is no proposed 4th plan
Plan 1724	1,724	Plan 2	2,554 (3,077 with garage and covered porch) *Increase of 1,353 Sq. Ft.*	
Plan 1994	1,994	Plan 3	2,680 (3,203 with garage and covered porch) *Increase of 1,209 Sq. Ft.*	
Plan 2108	2,108	There is no 4th plan	There is no 4th plan	

Landscaping

Each plan type included a plot plan that showed the general location and type of plant material. The plans indicated that 15-gallon street trees will be planted as well as a variety of 1-gallon and 5-gallon flowering shrubs and accent plants with ground cover and lawn. While the plans shed light where the plant material will be located, the project has been conditioned to include a final landscaping plan that would include specific plant type and irrigation based on the submitted plot plan for each housing type. This is #13 of the Conditions of Approval contain in **Attachment 1, Exhibit C**.

APPROVAL FINDINGS

Design Review Amendment approvals shall be granted only when all of the findings defined in Zoning Code Section 23.141.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 134-2014 (**Attachment 1**).

FISCAL IMPACTS

Staff estimates the project's fiscal impacts to the City to be positive as the approval of this application will lead to the construction of the housing types, housing sales, annual property tax for the homes, and increased sales of good and services for new Capital Village residents.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or

its site." An EIR was certified by the City Council for the adoption of the City of Rancho Cordova General Plan (SCH 2005022137).

The proposed project will develop the property consistent with the site's General Plan land use designation of MDR (Medium Density Residential) and zoning designation of townhome, brownstone, cottage, and bungalows districts. Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

No potential new impacts related to the project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the proposed project will have a significant adverse effect on the environment.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15183 and adopt Resolution No. 134-2014 the Design Review Amendment for Capital Village Phase III and IV DD8534, subject to the findings, Project Plans (**Exhibit A**), Materials Board (**Exhibit B**), and Conditions of Approval (**Exhibit C**)."

ATTACHMENTS

1. Resolution 134-2014, including Project Plans (**Exhibit A**), Materials Board (**Exhibit B**), and subject to the Conditions of Approval (**Exhibit C**).
2. Fusion elevations per DD6590.
3. Brownstone/Reflection elevations per RC 07-318.
4. Cottages/Impression elevations per RC 07-319.
5. Bungalows/Inspiration elevations per RC 07-320.
6. 500' Radius Map and Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE CAPITAL VILLAGE PHASE III & IV DESIGN REVIEW AMENDMENT PROJECT NO. DD8534

WHEREAS, the Capital Village project is a 117-acre mixed-use development with 827 residential units and an adjacent commercial development that was approved by the Rancho Cordova City Council on April 4, 2005 per Ordinance No. 06-2005 (rezone) and Ordinance No. 07-2005 (development agreement and specific plan) with an associate subdivision map approved on March 21, 2005 per Resolution No.35-2005; and

WHEREAS, between 2007 and 2008, subsequent design reviews were submitted, reviewed, and approved for new housing floor plans and elevations for the Fusion, Brownstone/Reflection, Cottages/Impression, and Bungalows/Inspiration housing types; and

WHEREAS, Beazer Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to make amendments to the four of the approved housing types (townhome, brownstone, cottages, and bungalows) located south of International Drive between Zinfandel Drive and Prospect Park Drive. (Assessor's Parcel Number: multiple); and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Capital Village Phase III and IV Design Review Amendment, subject to the following findings and attached Project Plans (**Exhibit A**), Materials Board (**Exhibit B**), and Conditions of Approval (**Exhibit C**):

A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15153, Projects Consistent with a Community Plan, General Plan, or Zoning, as supported by the following:

   CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." An EIR was certified by the City Council for the adoption of the City of Rancho Cordova General Plan (SCH 2005022137).

   The proposed project will develop the property consistent with the site's General Plan land use designation of MDR (Medium Density Residential) and zoning designation of townhome, brownstone, cottage, and bungalows districts. Furthermore, the project is consistent with the goals and policies contained in the General Plan and will not increase the development densities analyzed in the General Plan EIR.

No potential new impacts related to the project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the General Plan EIR. No other special circumstances exist that would create a reasonable possibility that the proposed project will have a significant adverse effect on the environment.

B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

   Evidence: The proposed Capital Village amendments are consistent with the General Plan and all regulations, provisions, and special planning areas. The project has been previously approved and all design amendments have been reviewed in order to ensure continued compliance with applicable design guidelines.

2. Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

   Evidence: The applicant proposed design amendments will slightly amend the building footprints resulting in increases in square footage while optional rooms have been added to the second floor to provide more home buyer options for future residents. More architectural detail has been added to the exterior of the facades as the amendments are consistent with the previous approval for the Capital Village Phase III and IV housing sites.

3. Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements, establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

   Evidence: The proposed new designs for Capital Village Phase III and IV establish clear design concepts within each individual elevation and an overall compatibility with existing and proposed elevations that supports the unique character of the Capital Village community. The increased square footage increases the size of the homes and creates a level of variation. All of the plans and sub-design types are intended to provide housing variety for future home owners that will be architectural unique and while still maintaining compatibility with the surrounding houses.

4. Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

   Evidence: The proposed project is only proposing amendments to housing floor plans and minor changes to the façade as a result. All other conditions and standards for the approved Capital Village project are applicable. These changes will not create conflict or have any other effect on transportation modes

of circulation as the development will continue to follow the overall layout of the community as a whole.

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:

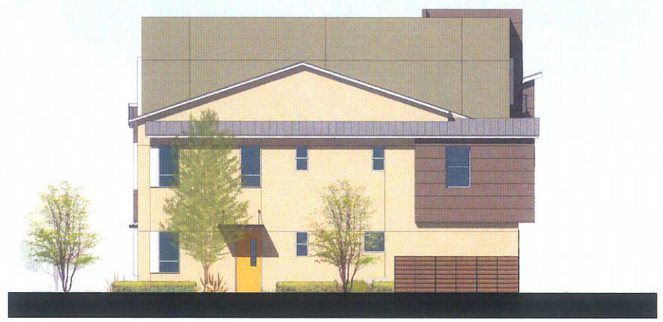
_____
Mindy Cuppy, MMC, City Clerk



LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

FUSION @ CAPITAL VILLAGE

ELEVATIONS - B200

RANCHO CORDOVA, CA

COLOR SCHEME - 1

A2.0

Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

SCALE: 0 4' 8' 16'

Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

PROJECT # 2013-0767 7/23/2014



LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

FUSION @ CAPITAL VILLAGE

ELEVATIONS - B200

RANCHO CORDOVA, CA

COLOR SCHEME - 2

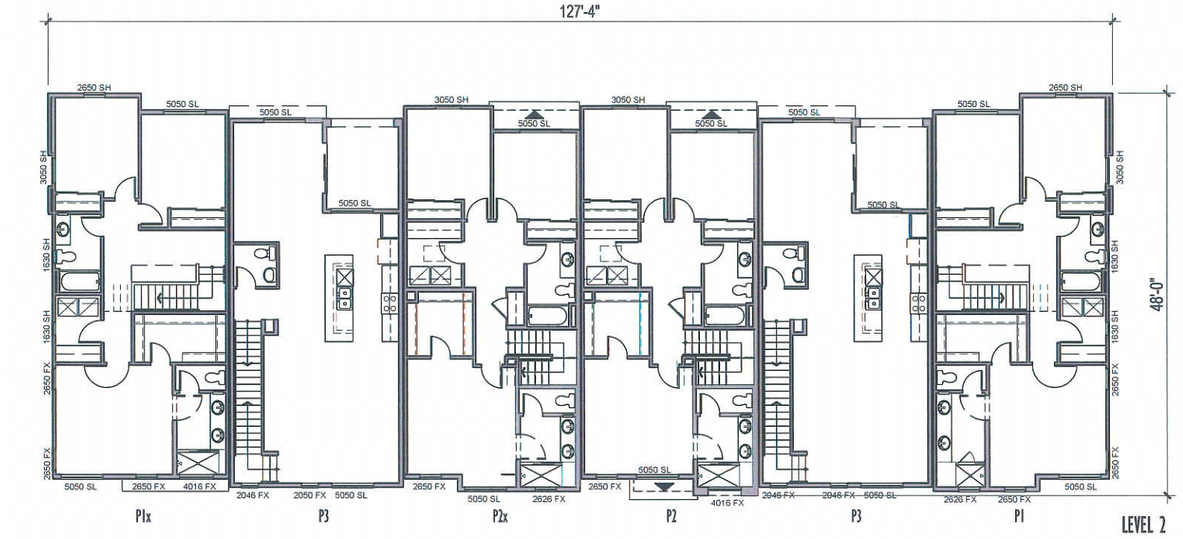
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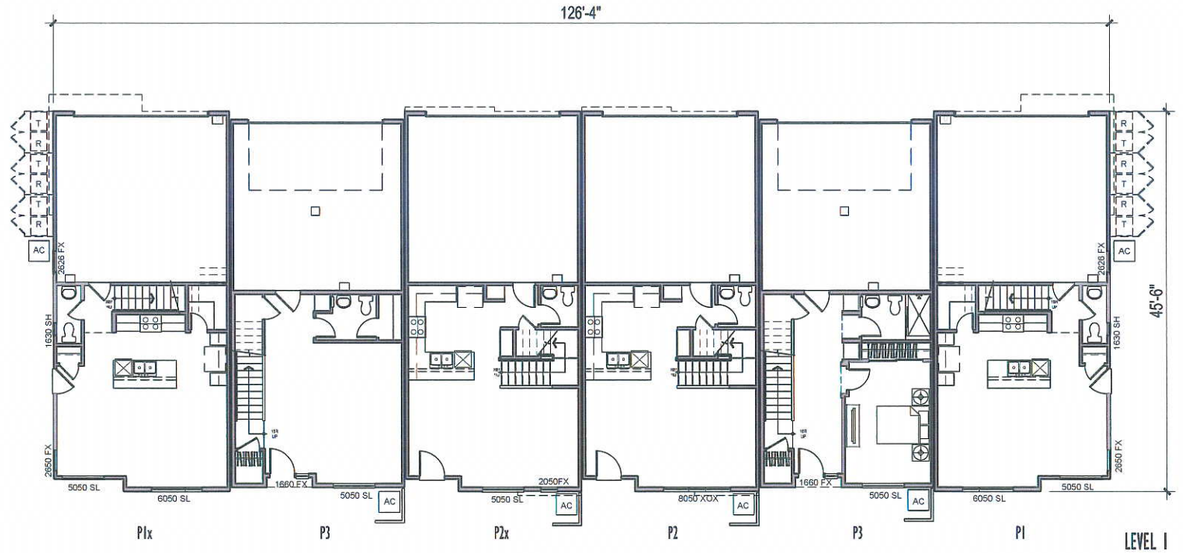
Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

SCALE: 0 4' 8' 16'

Architecture + Planning
1 7 9 2 2 F i t c h
I r v i n e , C A 9 2 6 1 4
ktgy.com 9 4 9 8 5 1 2 1 3 3

PROJECT # 2013-0767 7/23/2014





FUSION @ CAPITAL VILLAGE

BUILDING PLANS - B200

RANCHO CORDOVA, CA

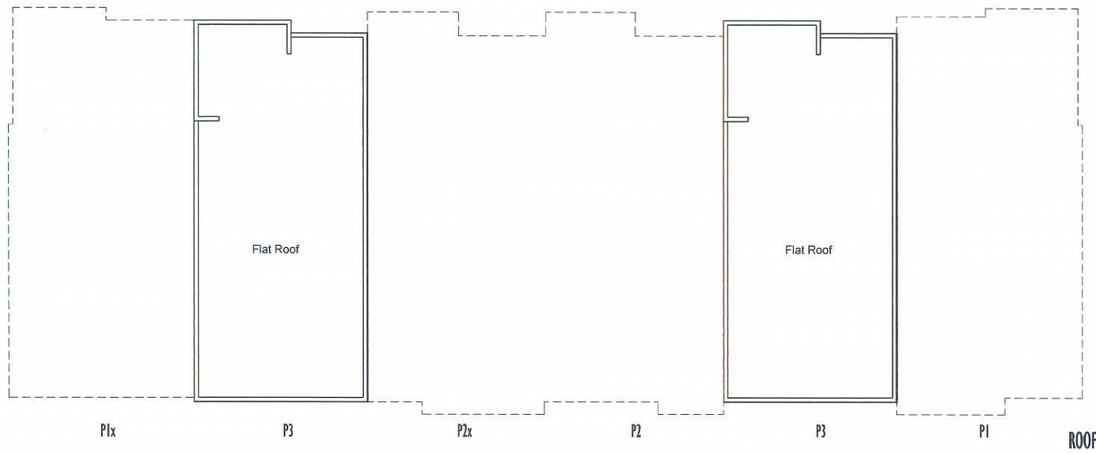
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Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

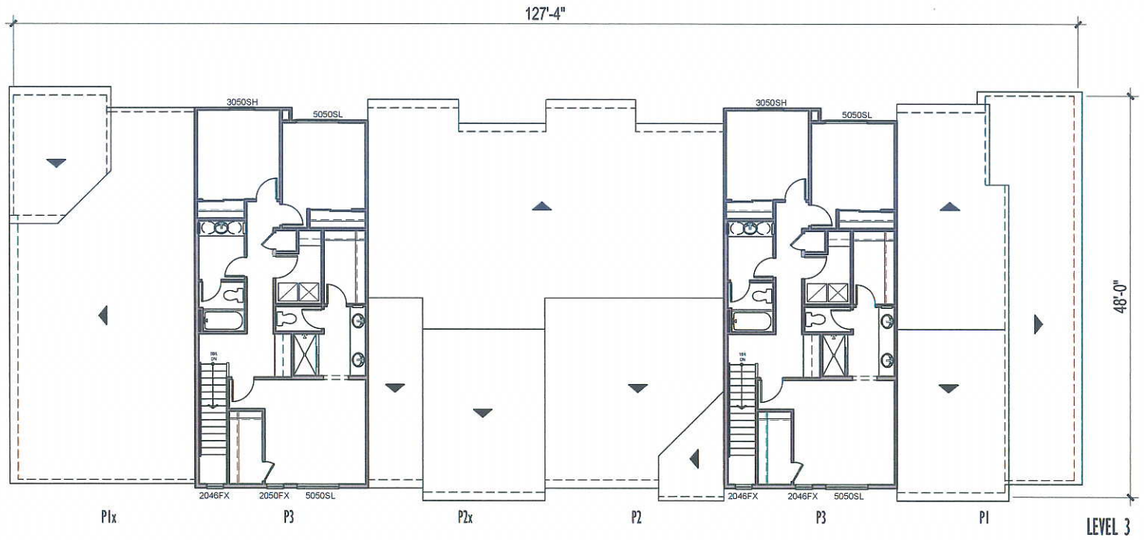
Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

SCALE: 0 4' 8' 16'

PROJECT # 2013-0767 7/23/2014



ROOF PLAN



LEVEL 3

FUSION @ CAPITAL VILLAGE

BUILDING PLANS - B200

RANCHO CORDOVA, CA

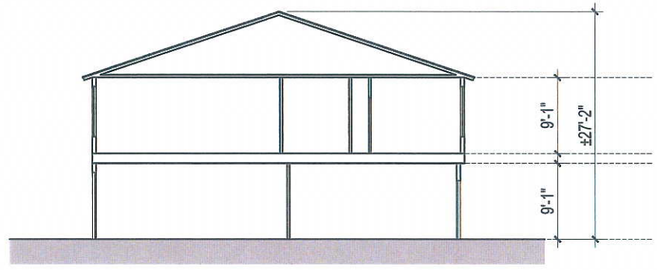
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Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

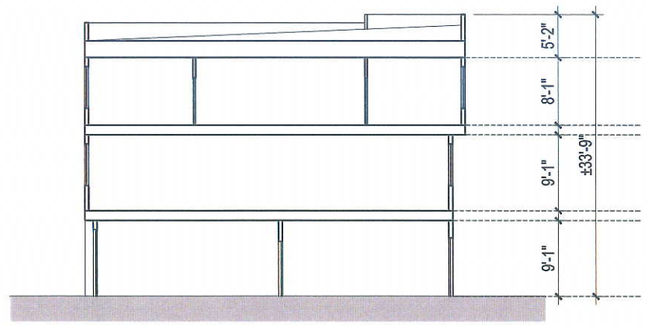
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Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

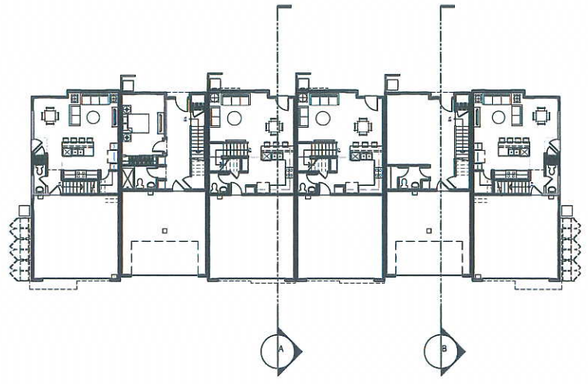
PROJECT # 2013-0767 7/23/2014



SECTION A



SECTION B



KEY MAP (N.T.S.)

FUSION @ CAPITAL VILLAGE

SECTIONS - B200

RANCHO CORDOVA, CA

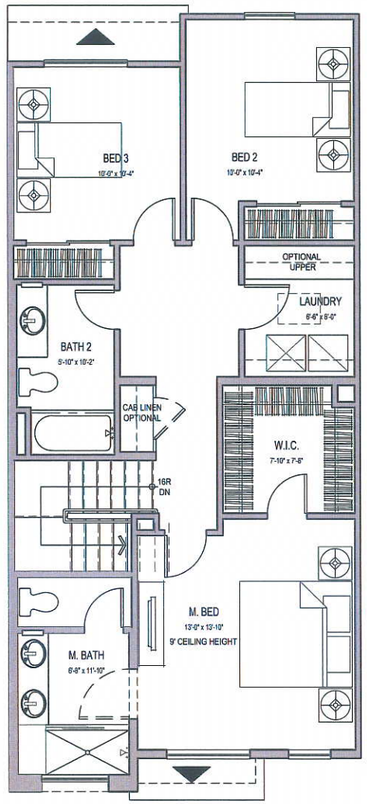
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Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

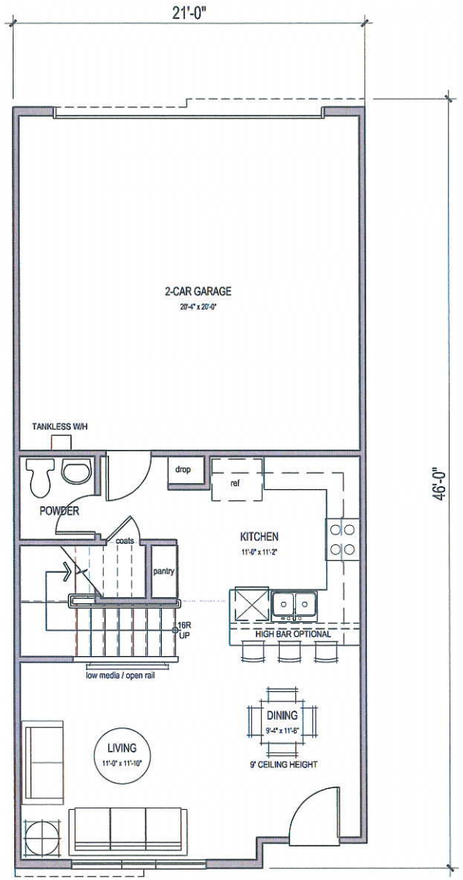
Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

SCALE: 0 4' 8' 16'

PROJECT # 2013-0767 7/23/2014

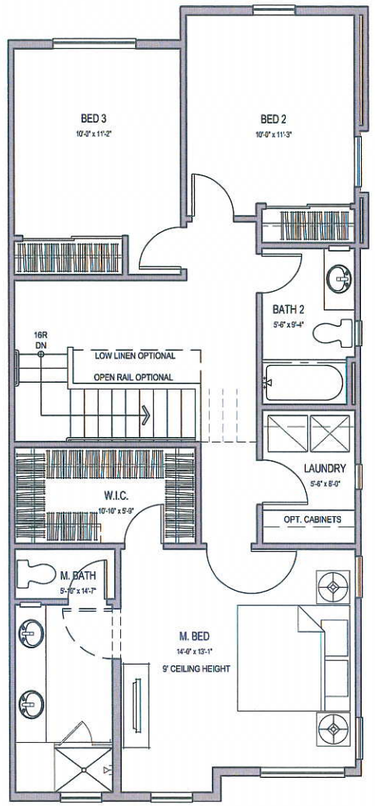


SECOND FLOOR

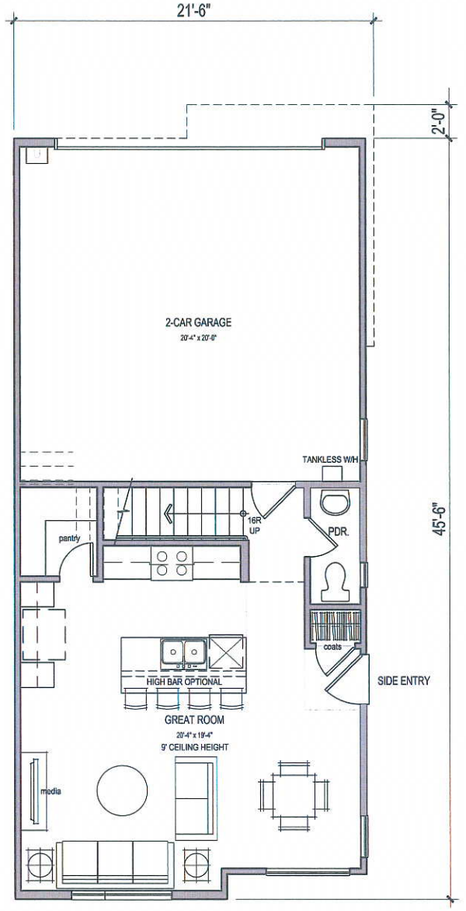


FIRST FLOOR

PLAN 2



SECOND FLOOR



FIRST FLOOR - SIDE ENTRY

PLAN 1

FUSION @ CAPITAL VILLAGE

Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

PLAN 1 & 2

RANCHO CORDOVA, CA

PLAN 1 NET SF	
1ST FLOOR	490 SQ. FT.
2ND FLOOR	806 SQ. FT.
TOTAL LIVING	1296 SQ. FT.
GARAGE	407 SQ. FT.

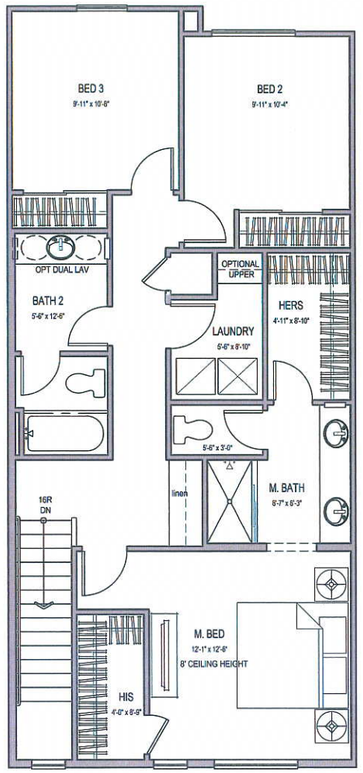
PLAN 2 NET SF	
1ST FLOOR	449 SQ. FT.
2ND FLOOR	912 SQ. FT.
TOTAL LIVING	1361 SQ. FT.
GARAGE	407 SQ. FT.

A5.0

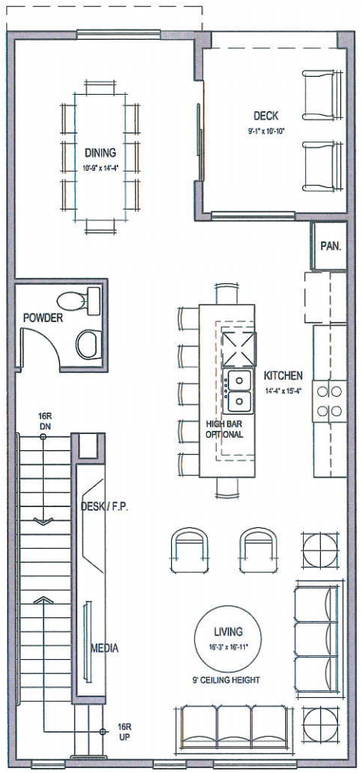
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Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

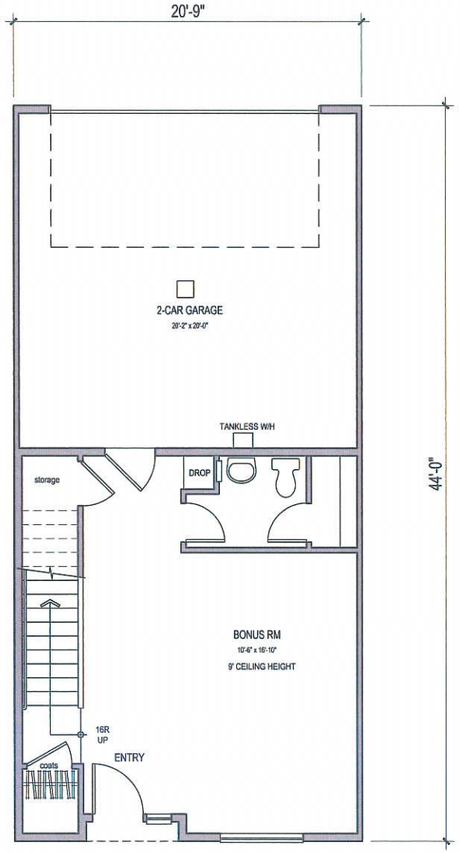
PROJECT # 2013-0767 7/23/2014



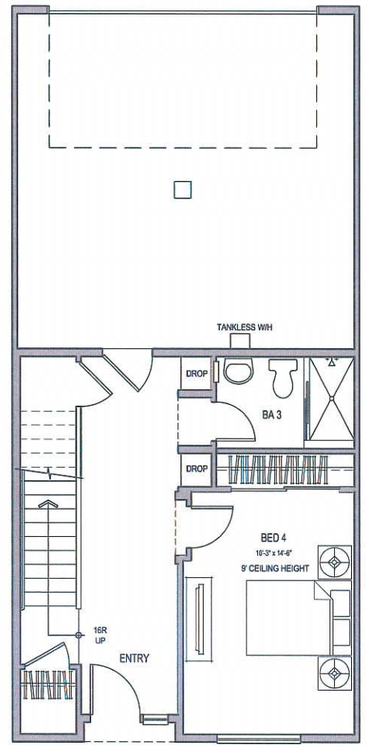
THIRD FLOOR



SECOND FLOOR



FIRST FLOOR



FIRST FLOOR/
BED 4 OPTIONAL

FUSION @ CAPITAL VILLAGE

Beazer Homes
1800 Imperial Highway
Brea, Ca 92821

PLAN 3

RANCHO CORDOVA, CA

NET SF	
1ST FLOOR	445 SQ. FT.
2ND FLOOR	756 SQ. FT.
3RD FLOOR	834 SQ. FT.
TOTAL LIVING	2036 SQ. FT.
GARAGE	397 SQ. FT.

A5.1

SCALE: 0 2' 4' 8'

Architecture + Planning
17922 Fitch
Irvine, CA 92614
ktgy.com 949 851 2133

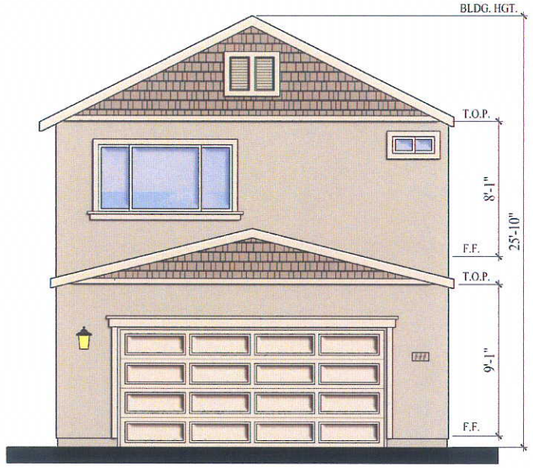
PROJECT # 2013-0767 7/23/2014



RIGHT ELEVATION

"A" "SHINGLE"

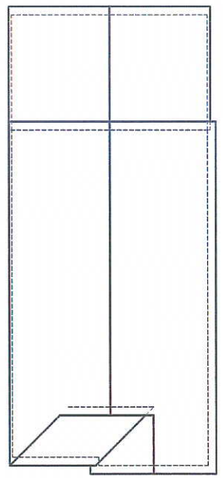
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	DECORATIVE VENTS
WALL:	CEMENTITIOUS SHINGLE SIDING
WALL:	STUCCO
CORNER BOARD:	CEMENTITIOUS
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 21, 2014

PLAN 1
"SHINGLE ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

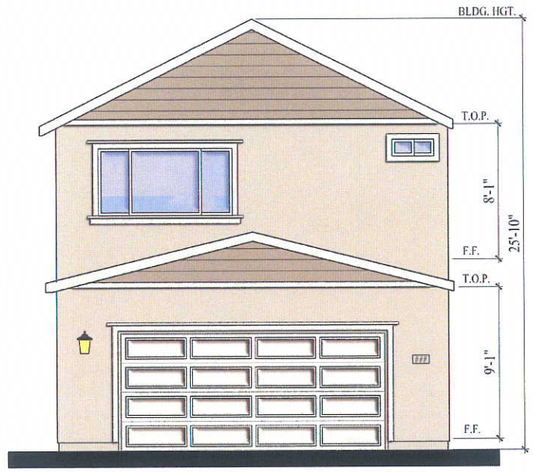
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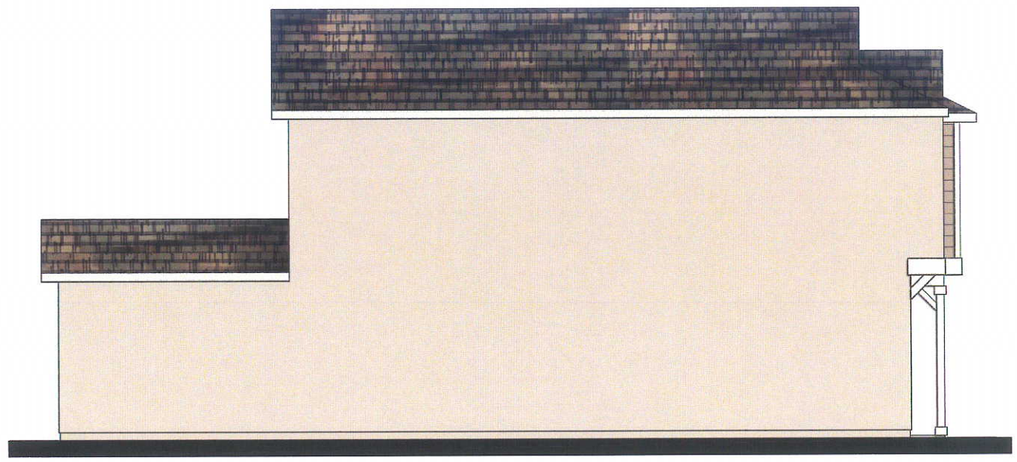
RIGHT ELEVATION

"B" "AMERICANA"

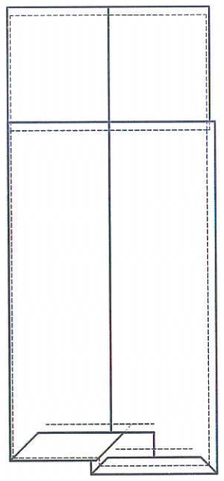
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
WALL:	CEMENTITIOUS LAP SIDING
CORNER BOARD:	CORNER BOARDS
TRIM:	BRICK SOLIDER COURSE STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13088
Date: Jul 21, 2014

PLAN 1
"AMERICANA ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

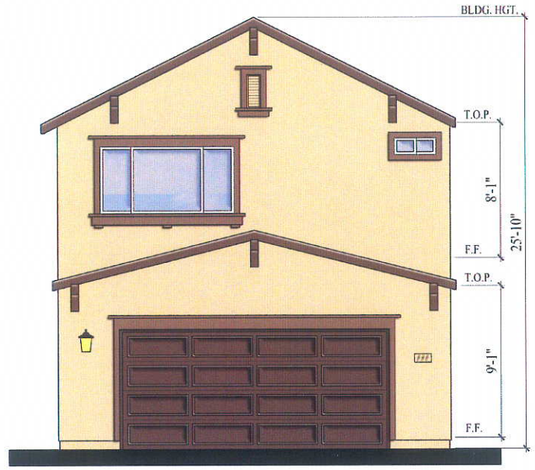
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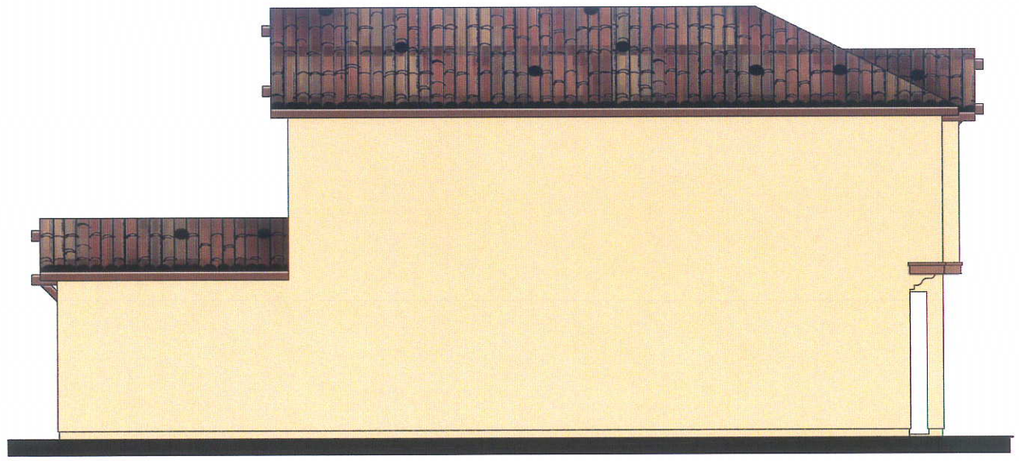
RIGHT ELEVATION

"C" "ITALIANATE"

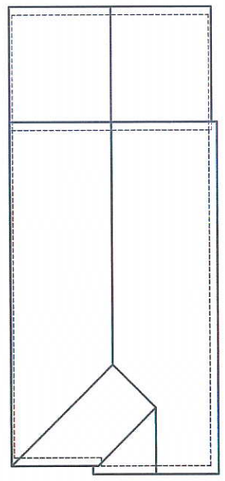
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	DECORATIVE VENTS
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PANEL TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

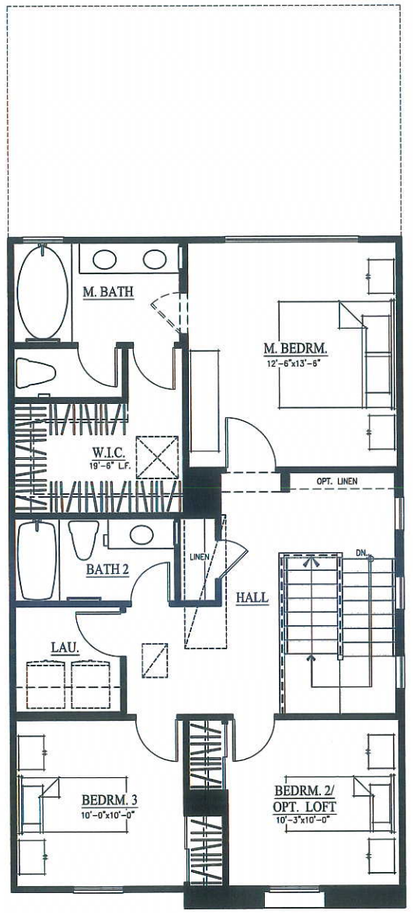
Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 1
"ITALIANATE ELEVATION"

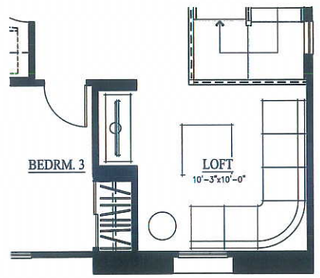
REFLECTIONS II

Rancho Cordova, CA

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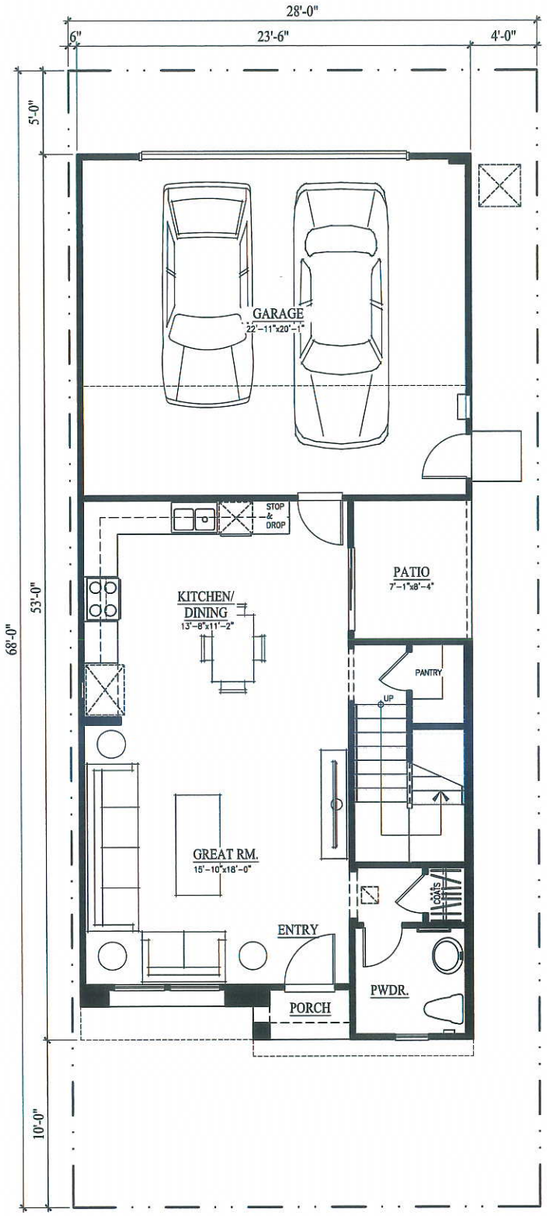


SECOND FLOOR PLAN



OPTIONAL LOFT

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	656 SQ. FT.
SECOND FLOOR AREA	854 SQ. FT.
TOTAL DWELLING	1,510 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	482 SQ. FT.
PORCH	16 SQ. FT.
PATIO	59 SQ. FT.



FIRST FLOOR PLAN

PLAN 1

REFLECTIONS II

Rancho Cordova, CA

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13088
Date: Jul 23, 2014

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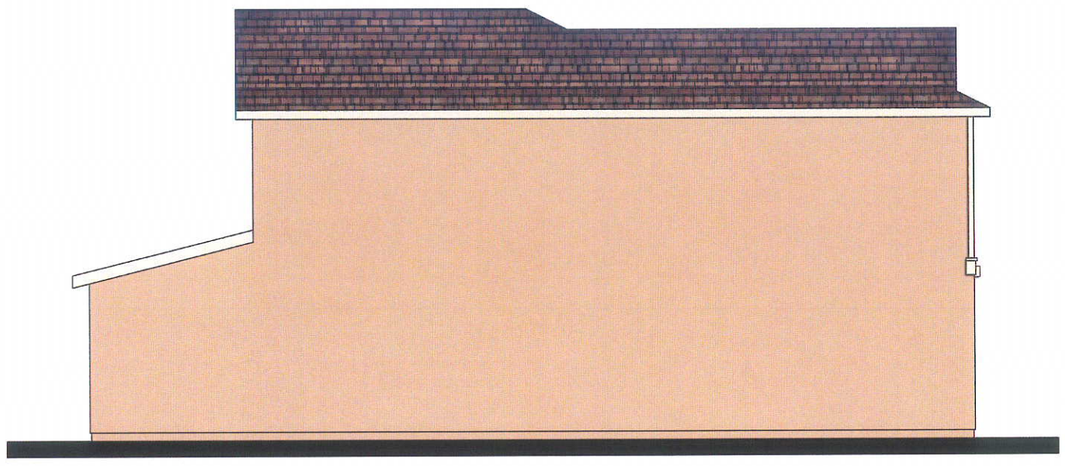
RIGHT ELEVATION

"A" "SHINGLE"

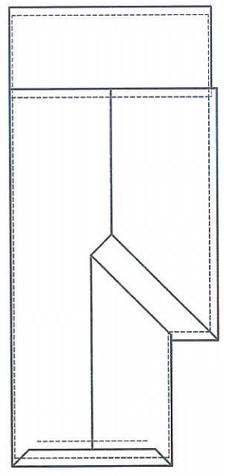
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	DECORATIVE VENTS
WALL:	CEMENTITIOUS SHINGLE SIDING
WALL:	STUCCO
CORNER BOARD:	CEMENTITIOUS
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 21, 2014

PLAN 2
"SHINGLE ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

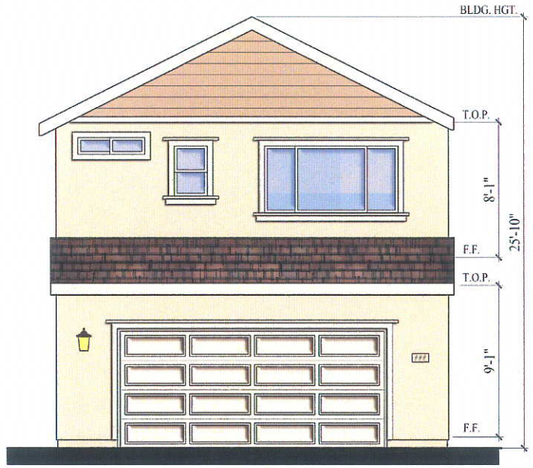
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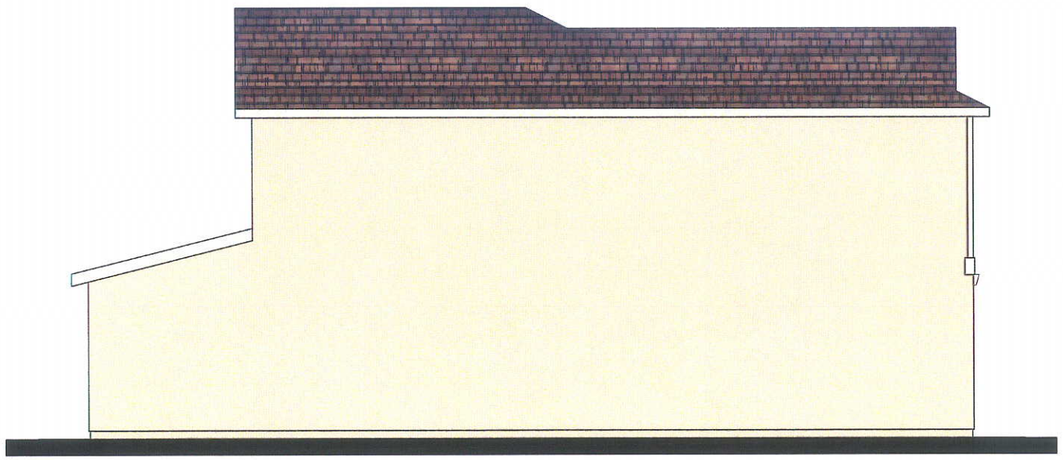
RIGHT ELEVATION

"B" "AMERICANA"

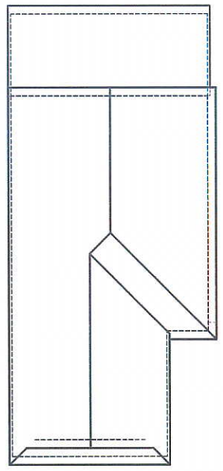
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
WALL:	CEMENTITIOUS LAP SIDING
CORNER BOARD:	CORNER BOARDS
TRIM:	BRICK SOLIDER COURSE STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 2
"AMERICANA ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

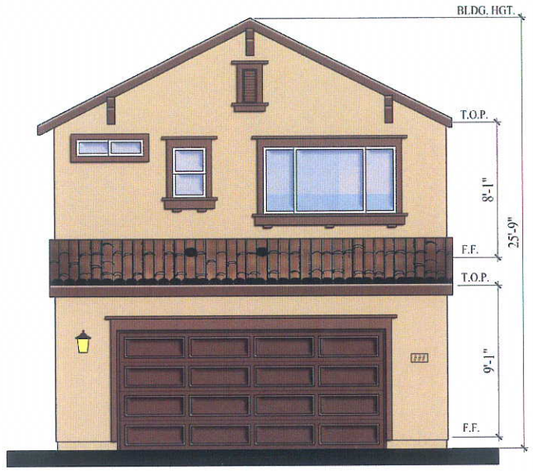
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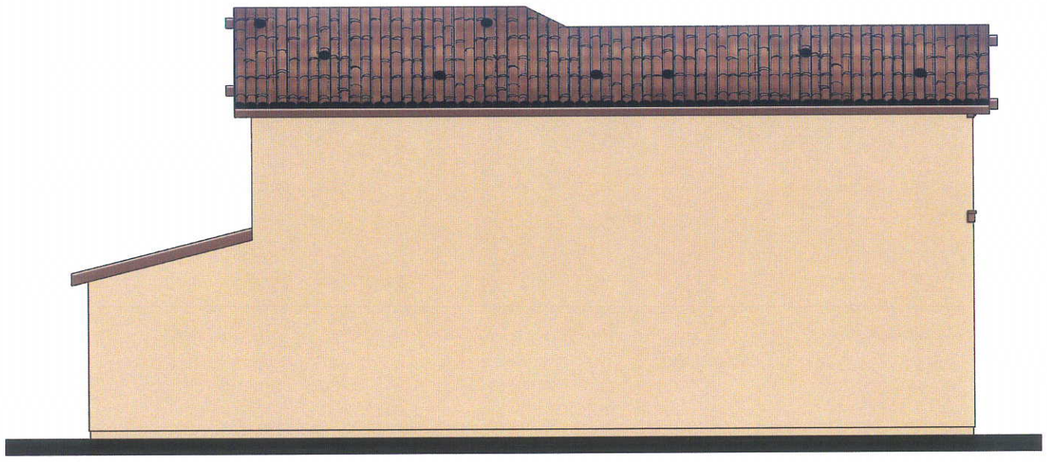
RIGHT ELEVATION

"C" "ITALIANATE"

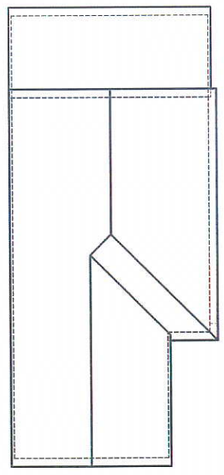
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	DECORATIVE VENTS
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PANEL TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

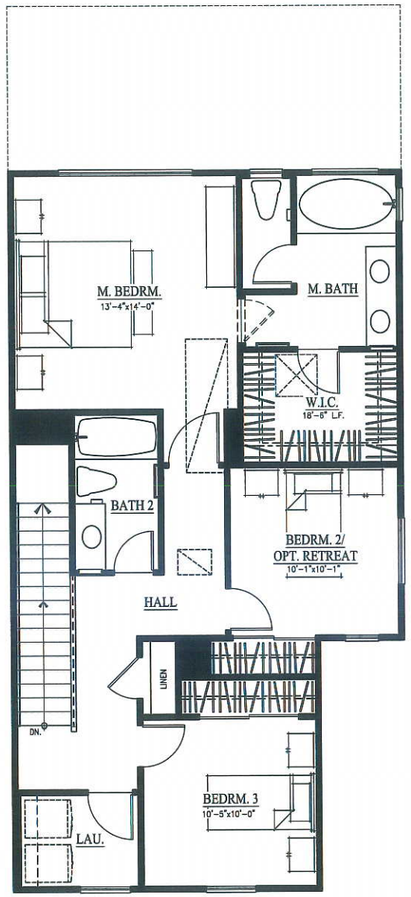
Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 2
"ITALIANATE ELEVATION"

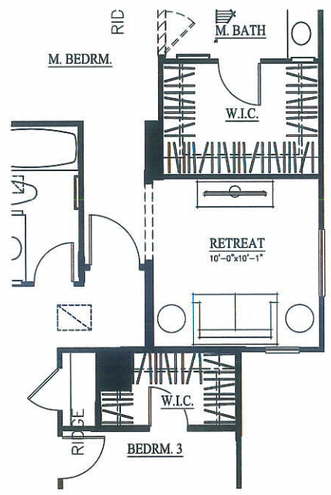
REFLECTIONS II

Rancho Cordova, CA

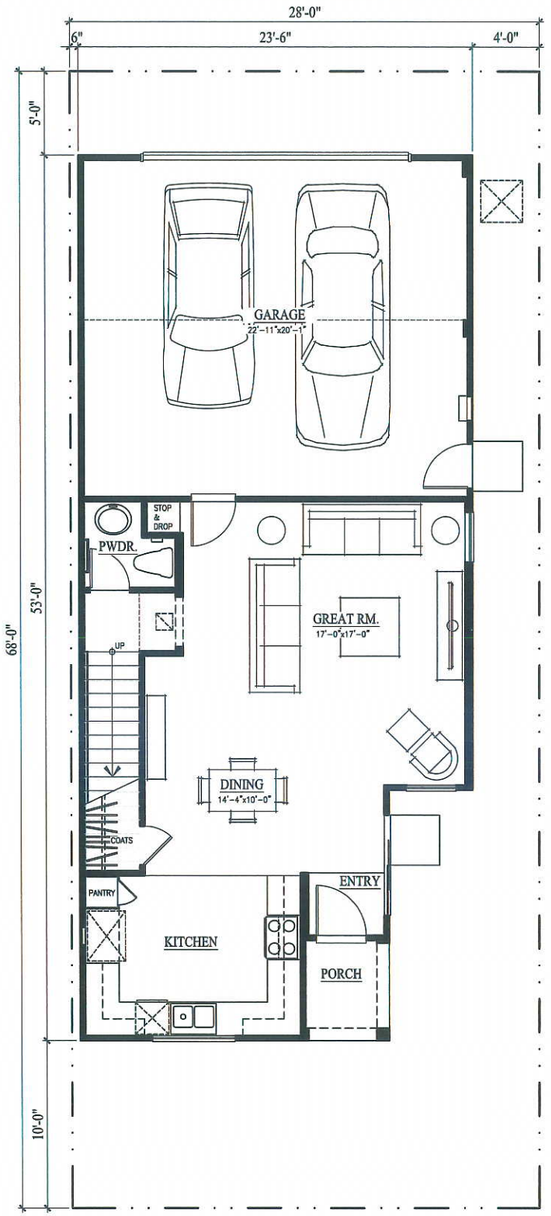
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SECOND FLOOR PLAN



OPTIONAL RETREAT



FIRST FLOOR PLAN

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	660 SQ. FT.
SECOND FLOOR AREA	879 SQ. FT.
TOTAL DWELLING	1,539 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	480 SQ. FT.
PORCH	30 SQ. FT.

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13088
Date: Jul 23, 2014

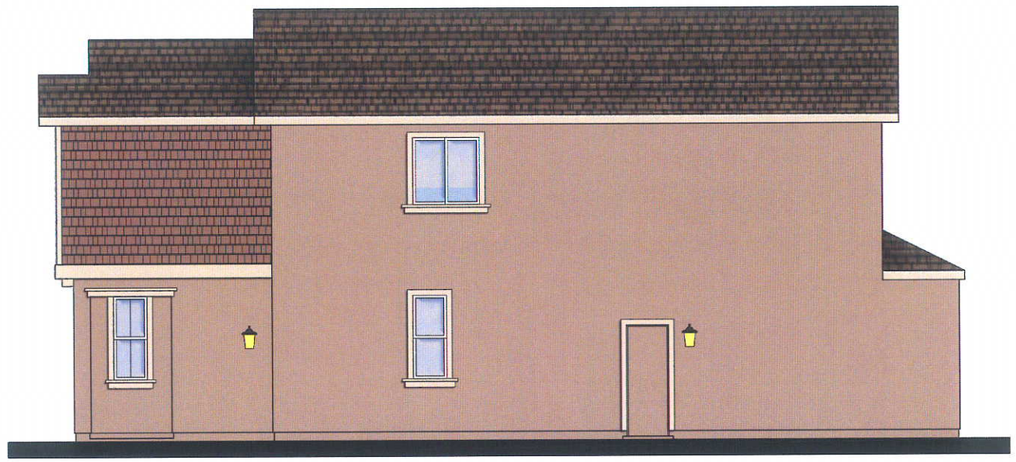
PLAN 2

REFLECTIONS II

Rancho Cordova, CA

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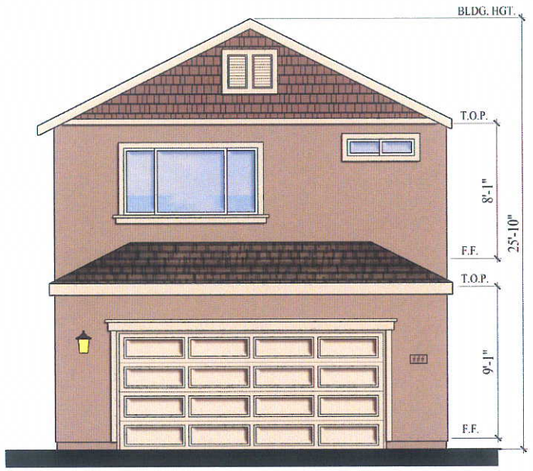
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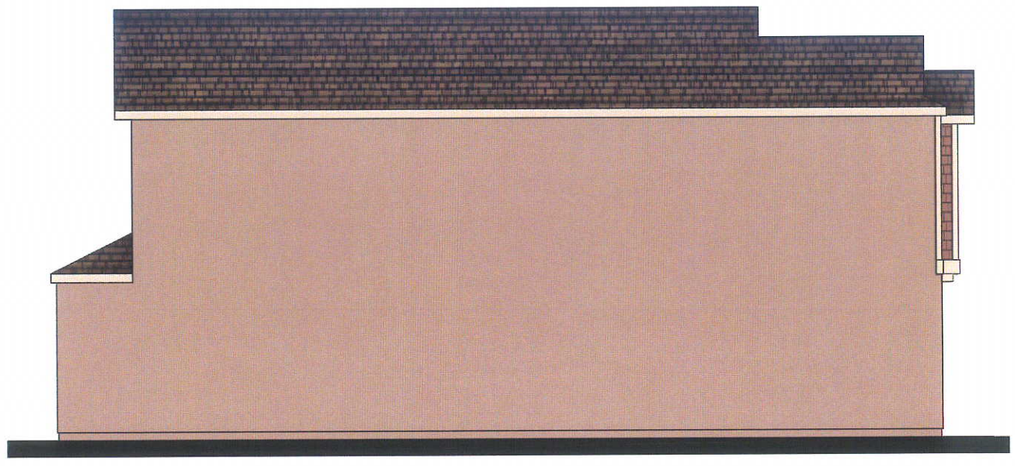
RIGHT ELEVATION

"A" "SHINGLE"

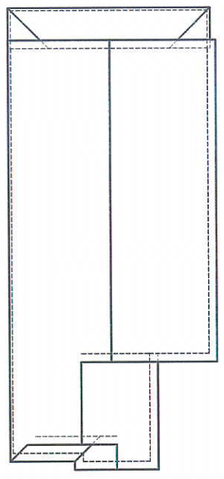
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	DECORATIVE VENTS
WALL:	CEMENTITIOUS SHINGLE SIDING
WALL:	STUCCO
CORNER BOARD:	CEMENTITIOUS
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 3
"SHINGLE ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

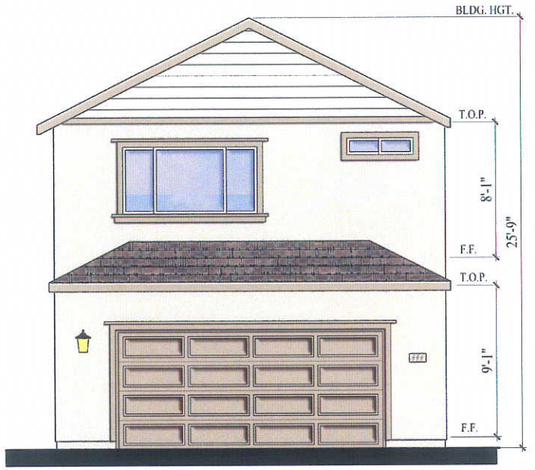
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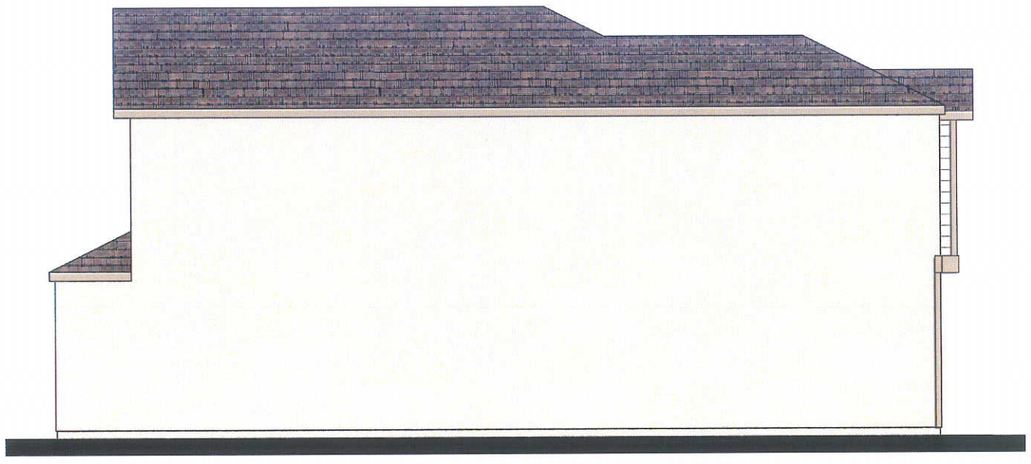
RIGHT ELEVATION

"B" "AMERICANA"

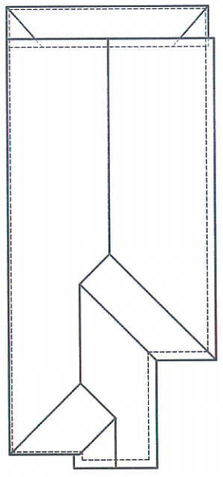
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
WALL:	CEMENTITIOUS LAP SIDING
CORNER BOARD:	CORNER BOARDS
TRIM:	BRICK SOLIDER COURSE STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 21, 2014

PLAN 3
"AMERICANA ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

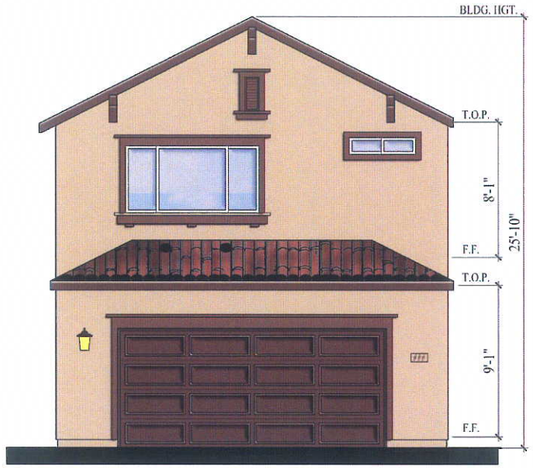
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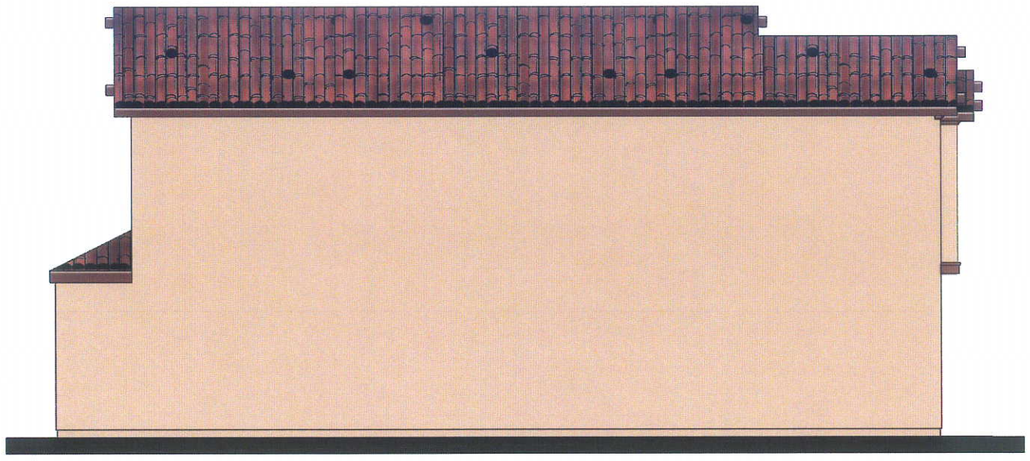
RIGHT ELEVATION

"C" "ITALIANATE"

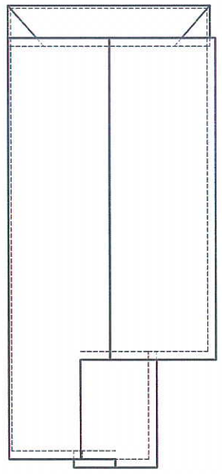
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	DECORATIVE VENTS
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PANEL TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

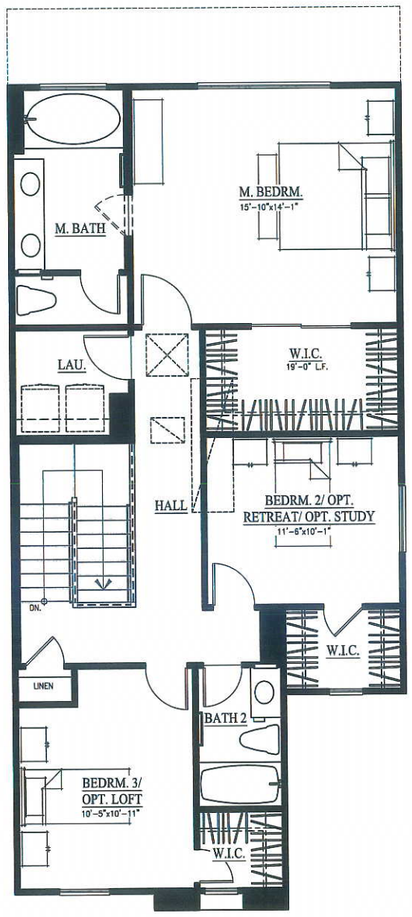
Job #: 13088
Date: Jul 23, 2014

PLAN 3
"ITALIANATE ELEVATION"

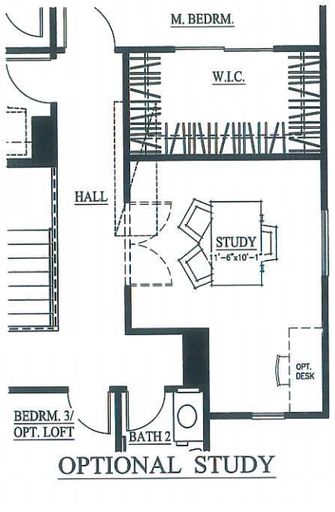
REFLECTIONS II

Rancho Cordova, CA

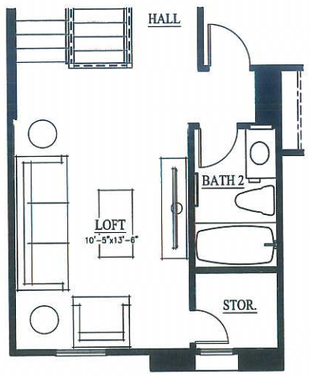
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SECOND FLOOR PLAN



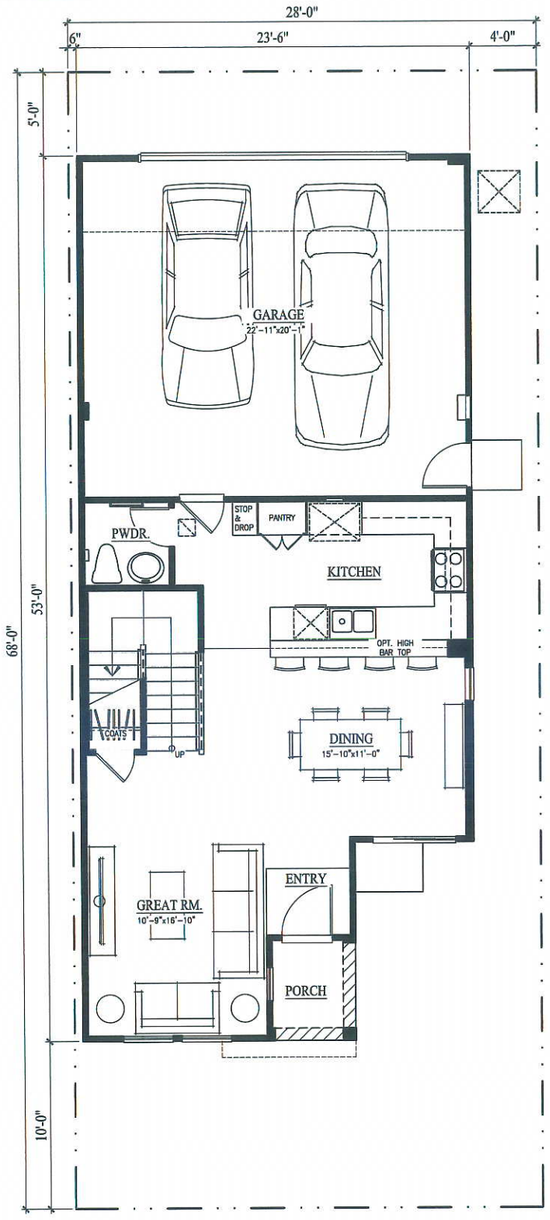
OPTIONAL STUDY



OPTIONAL LOFT

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	650 SQ. FT.
SECOND FLOOR AREA	986 SQ. FT.
TOTAL DWELLING	1,636 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	480 SQ. FT.
PORCH	30 SQ. FT.



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13088
Date: Jul 23, 2014

PLAN 3

REFLECTIONS II

Rancho Cordova, CA

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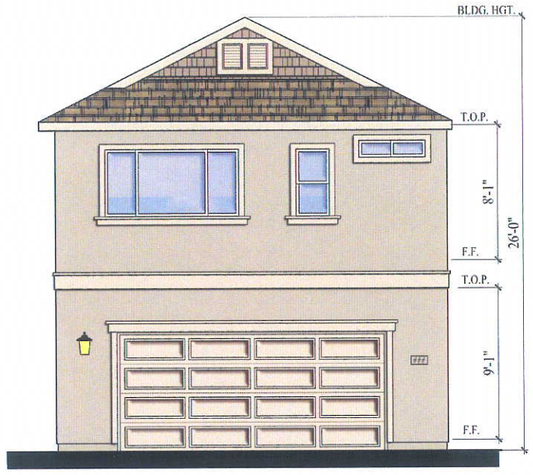
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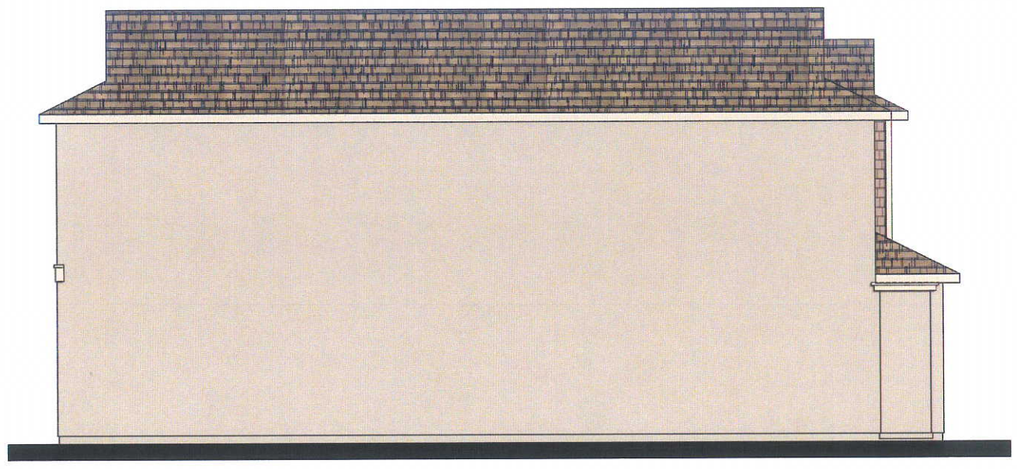
RIGHT ELEVATION

"A" "SHINGLE"

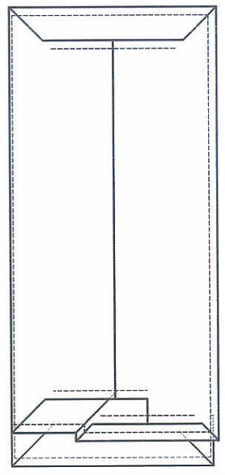
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	DECORATIVE VENTS
WALL:	CEMENTITIOUS SHINGLE SIDING
WALL:	STUCCO
CORNER BOARD:	CEMENTITIOUS
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 4
"SHINGLE ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

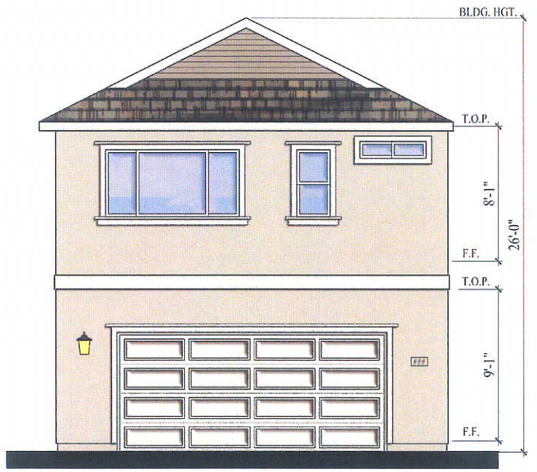
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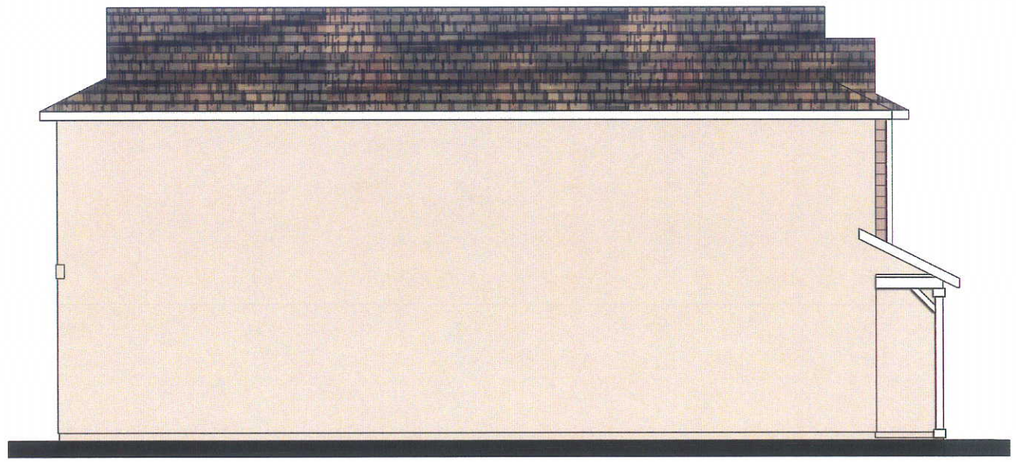
RIGHT ELEVATION

"B" "AMERICANA"

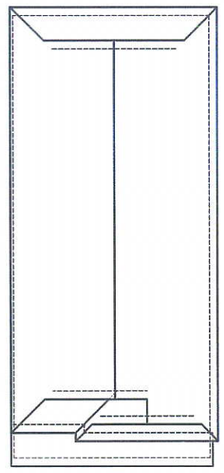
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
WALL:	CEMENTITIOUS LAP SIDING
CORNER BOARD:	CORNER BOARDS
TRIM:	BRICK SOLIDER COURSE STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13088
Date: Jul 23, 2014

PLAN 4
"AMERICANA ELEVATION"

REFLECTIONS II

Rancho Cordova, CA

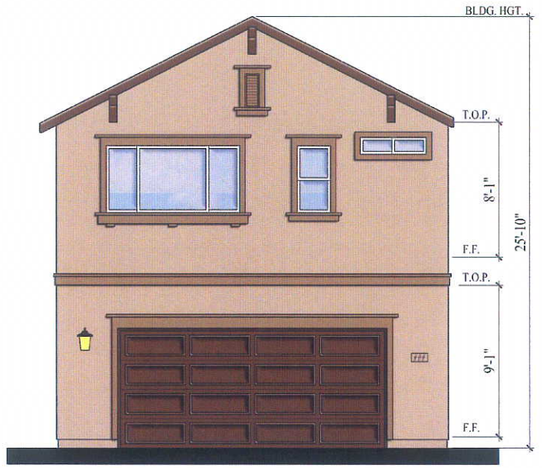
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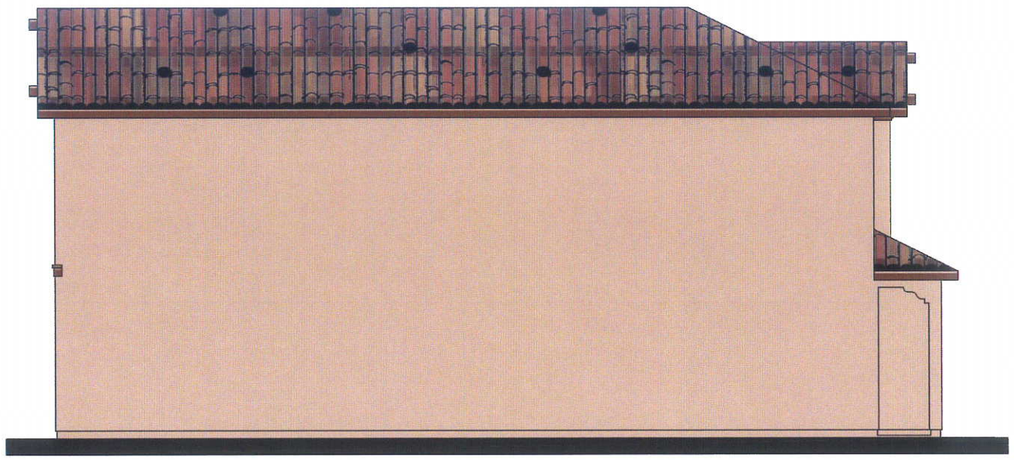
RIGHT ELEVATION

"C" "ITALIANATE"

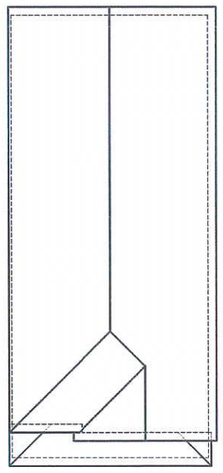
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	DECORATIVE VENTS
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PANEL TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

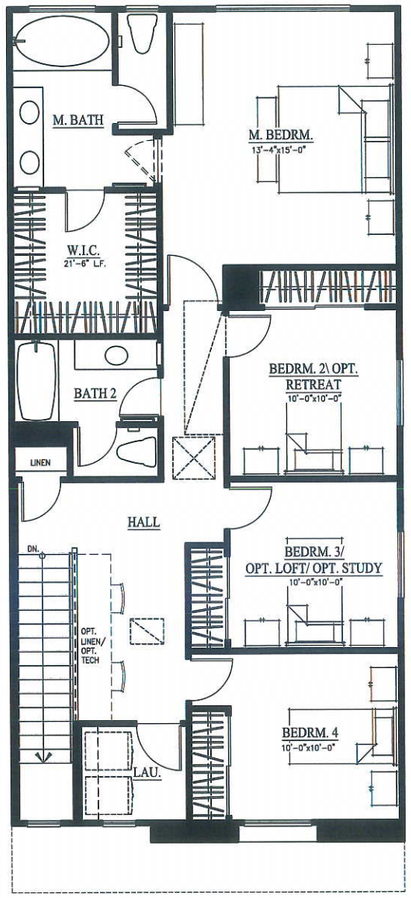
Job #: 13088
Date: Jul 23, 2014

PLAN 4
"ITALIANATE ELEVATION"

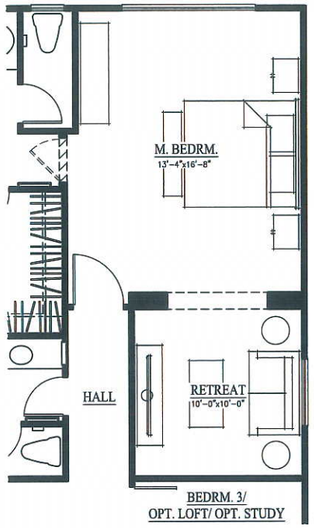
REFLECTIONS II

Rancho Cordova, CA

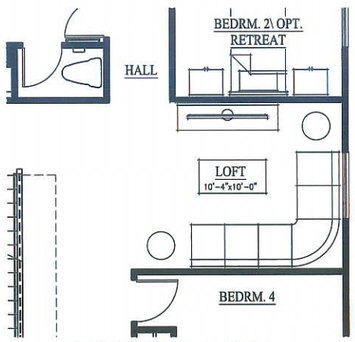
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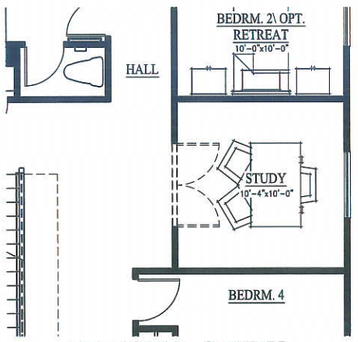
SECOND FLOOR PLAN



OPTIONAL RETRET

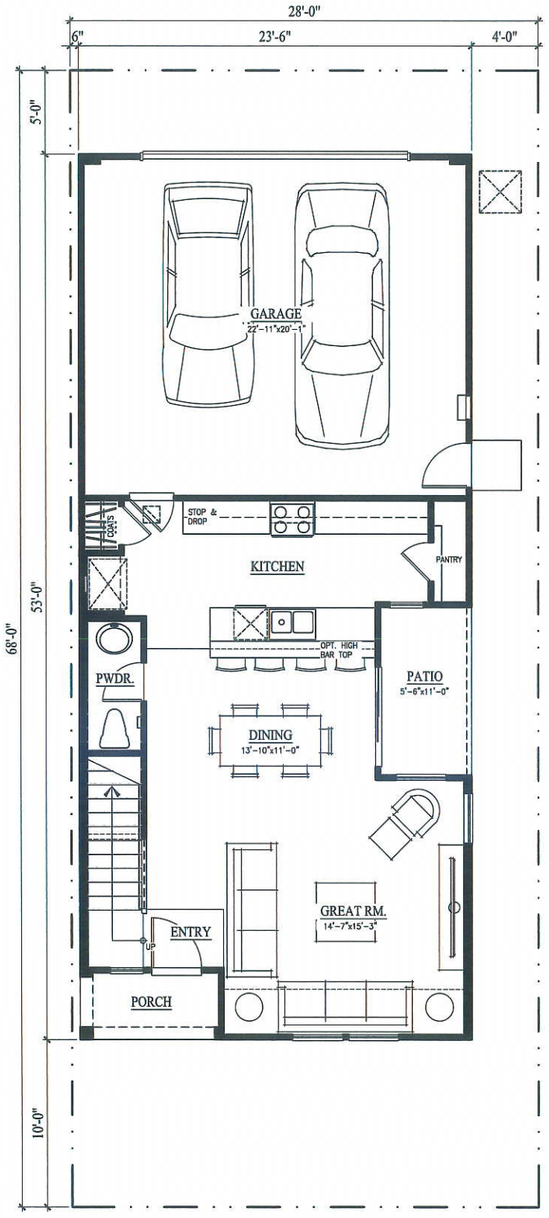


OPTIONAL LOFT



OPTIONAL STUDY

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	670 SQ. FT.
SECOND FLOOR AREA	1,094 SQ. FT.
TOTAL DWELLING	1,764 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	486 SQ. FT.
PORCH	33 SQ. FT.
PATIO	55 SQ. FT.



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13088
Date: Jul 23, 2014

PLAN 4

REFLECTIONS II

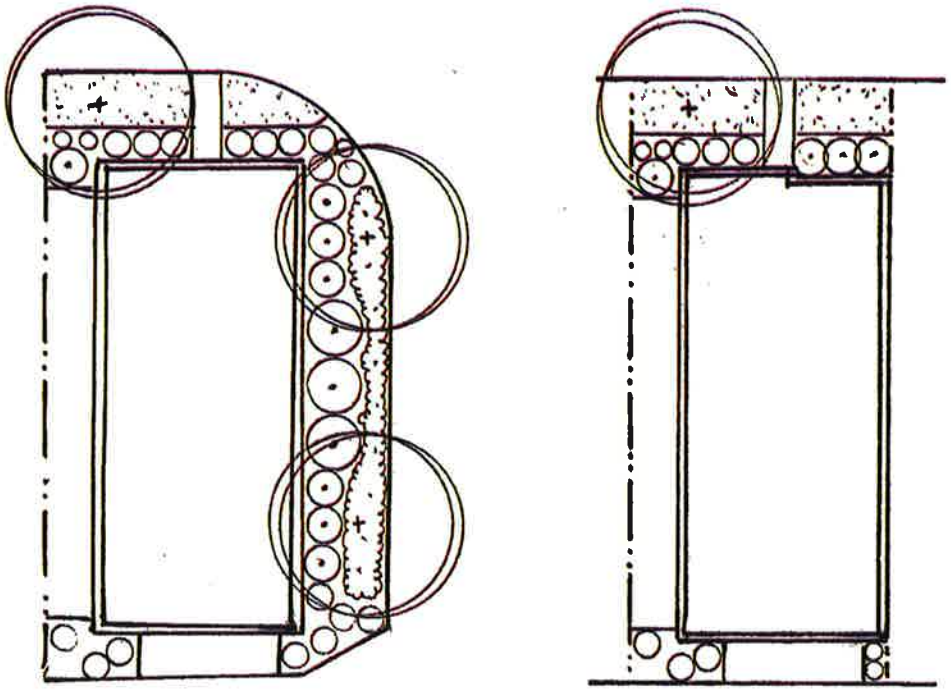
Rancho Cordova, CA

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EXHIBIT A

L3	Scale: 1" = 20' Date: 8/29/14	Capital Village – Phase 3 Reflections II Typical **Planting Plan**	Procida Landscape, Inc.



Key	Size	Description
+	15 gallon	Street Tree
⊙	5 gallon	Large Flowering Shrub
⊙	5 gallon	Medium Flowering Shrub
○	1 gallon	Medium Flowering Shrub
○	1 gallon	Small Flowering Shrub
○	1 gallon	Accent Plant
	1 gallon	Groundcover Plants, 60" o.c.
	sod	Lawn

Scale: 1" = 20'



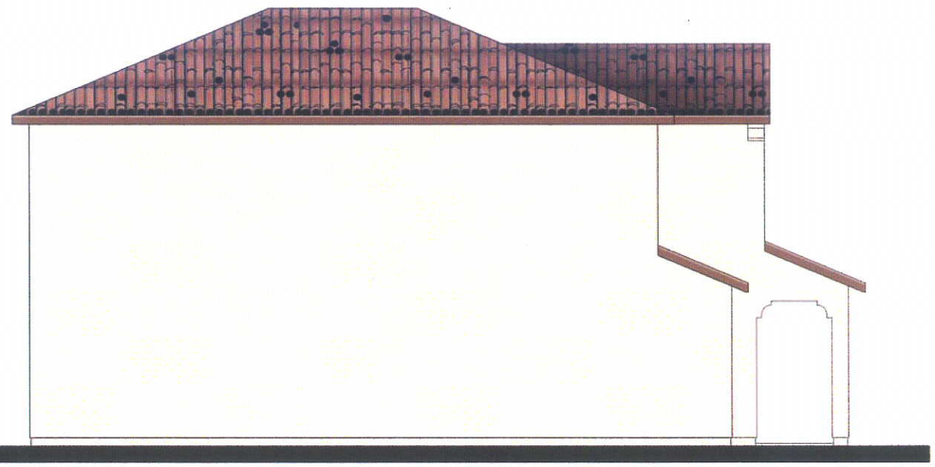
RIGHT ELEVATION

"A" "OLD PASADENA"

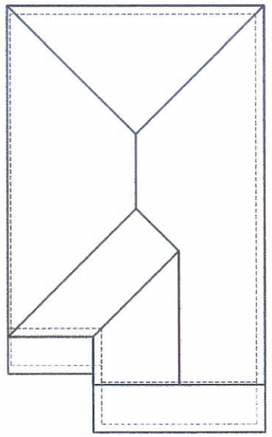
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 1
"OLD PASADENA"

COTTAGES II

Rancho Cordova, CA

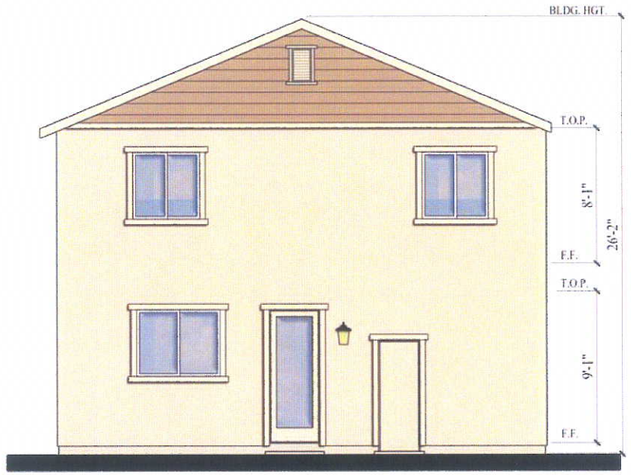
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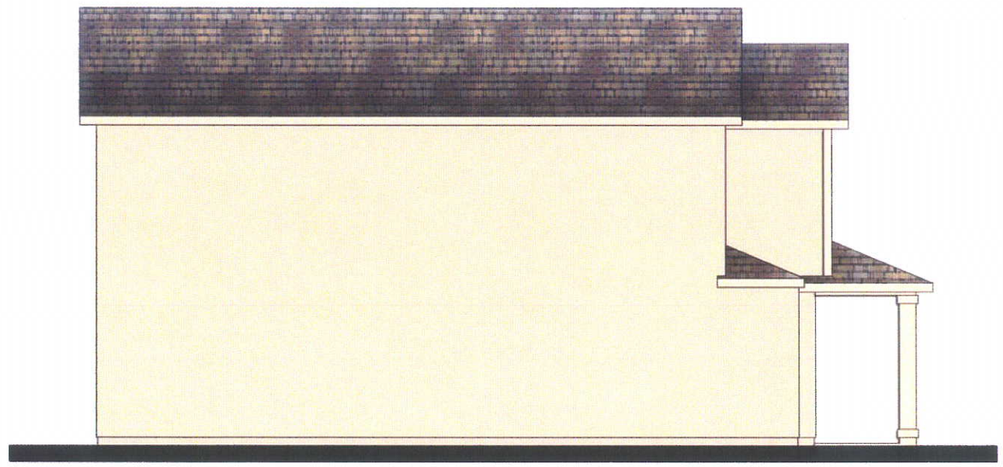
RIGHT ELEVATION

"B" "COTTAGE"

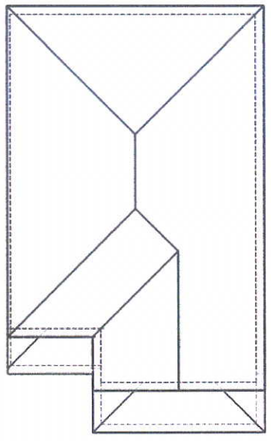
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 1
"COTTAGE"

COTTAGES II

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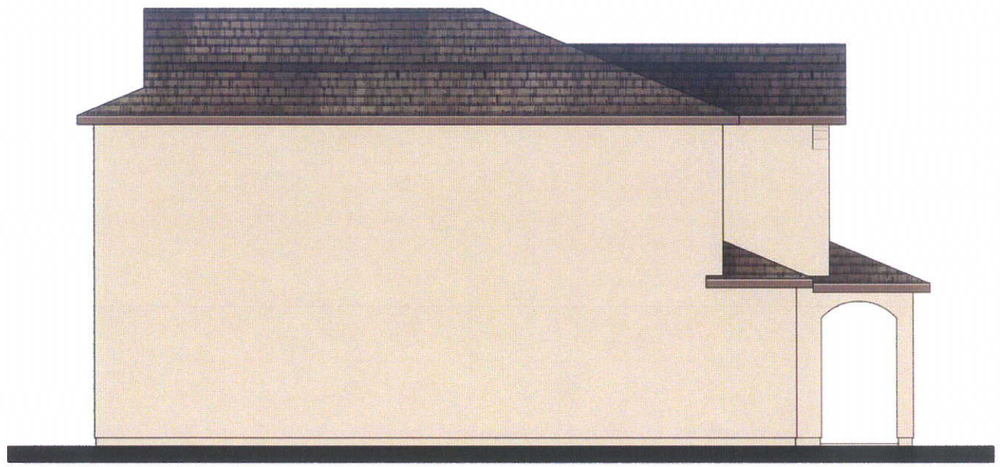
RIGHT ELEVATION

"C" "NORMANDY"

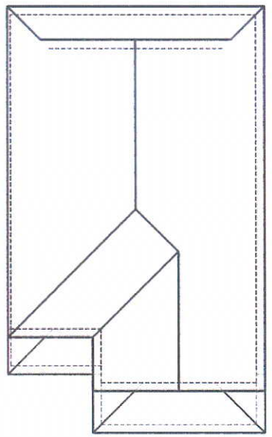
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	KERFED ARCHED TOP



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

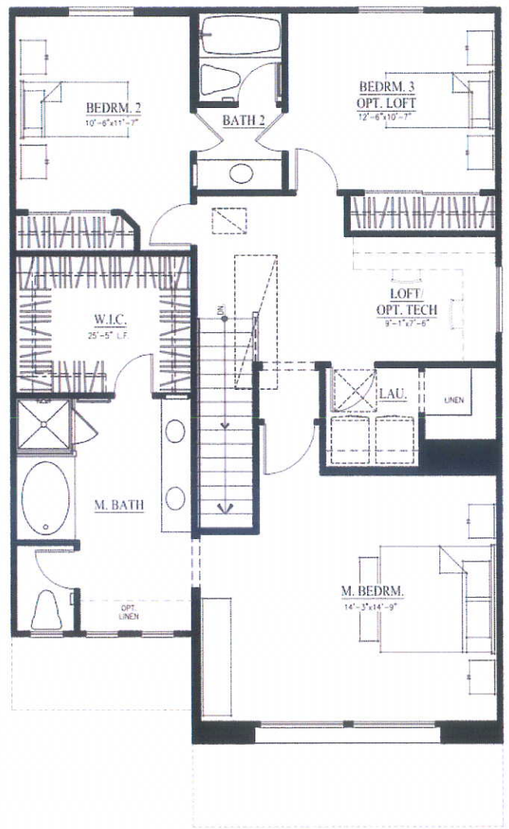
Beazer Homes
A HIGHER MEASURE OF HOME
Job #: 13089
Date: Jul 28, 2014

PLAN 1
"NORMANDY"

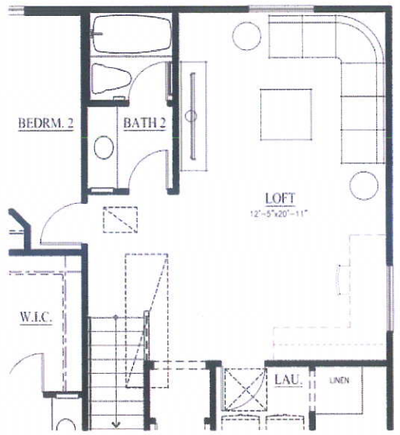
COTTAGES II

Rancho Cordova, CA

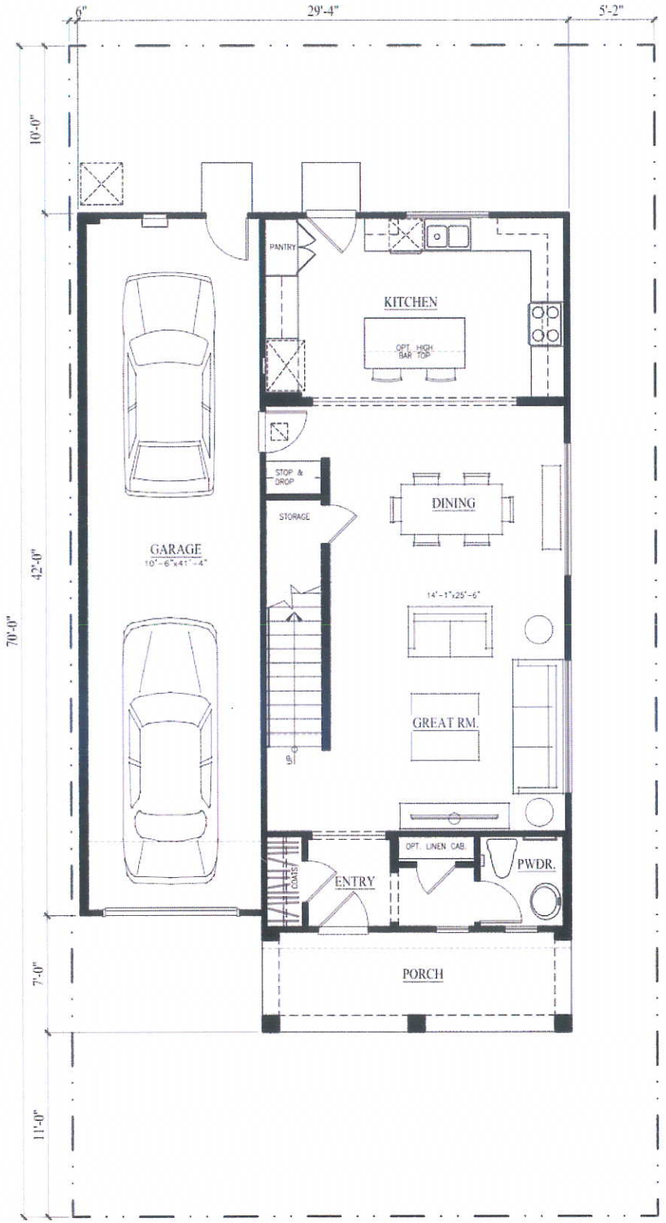
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SECOND FLOOR PLAN



OPTIONAL LOFT



FIRST FLOOR PLAN

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	796 SQ. FT.
SECOND FLOOR AREA	1159 SQ. FT.
TOTAL DWELLING	1955 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	454 SQ. FT.
PORCH	111 SQ. FT.

Beazer Homes
A HIGHER MEASURE OF HOME

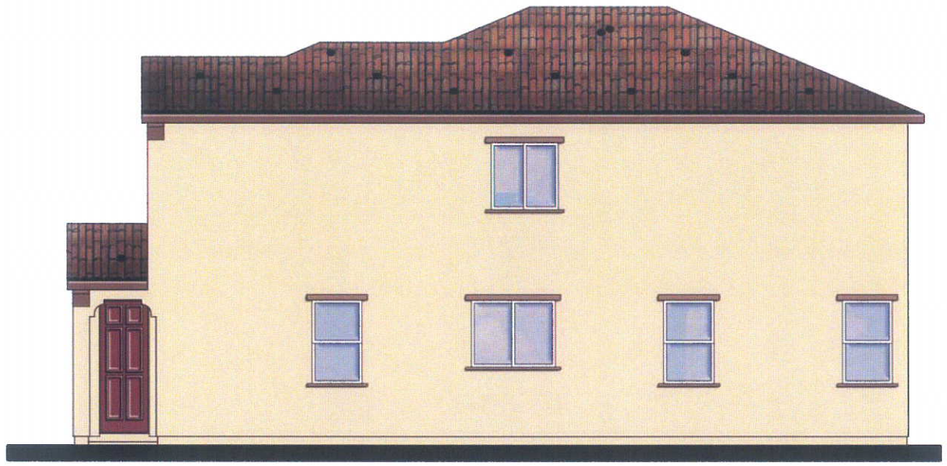
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PLAN 1

COTTAGES II

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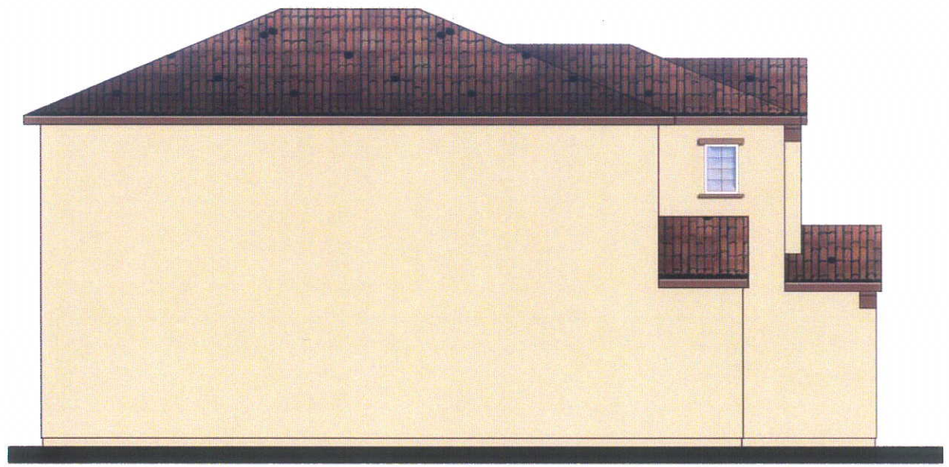
RIGHT ELEVATION

"A" "OLD PASADENA"

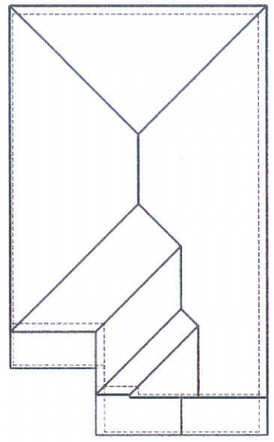
ROOF	CONCRETE 'S' TILE
FASCIA	WOOD
RAKES	WOOD
GABLE	WOOD GRAIN FOAM CORBELS
GABLE	"CLAY PIPES"
WALL	STUCCO
TRIM	STUCCO OVER FOAM
WINDOWS	MULTI-PANED
SHUTTER	PLANK



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 2
"OLD PASADENA"

COTTAGES II

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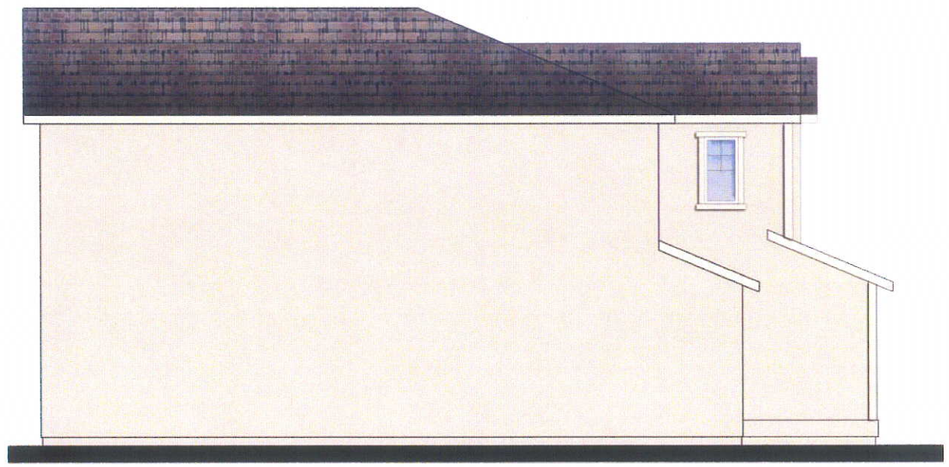
RIGHT ELEVATION

"B" "COTTAGE"

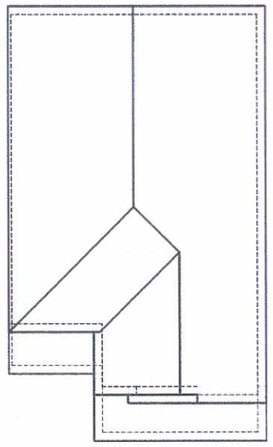
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

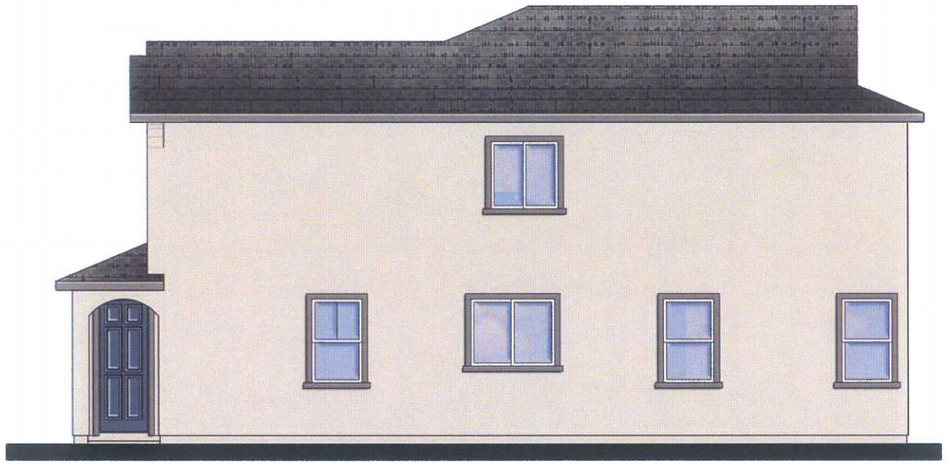
Job #: 13089
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PLAN 2
"COTTAGE"

COTTAGES II

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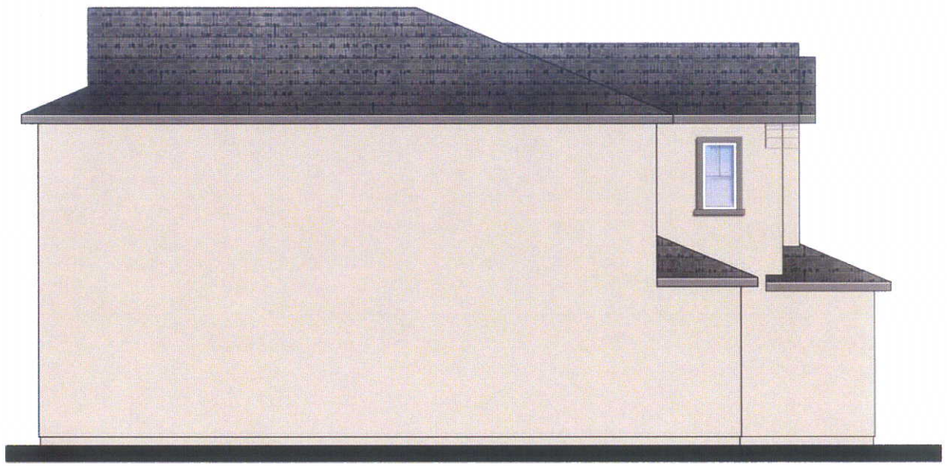
RIGHT ELEVATION

"C" "NORMANDY"

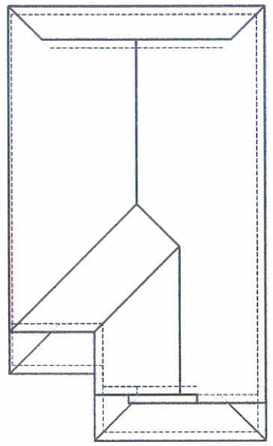
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FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	KERFED ARCHED TOP



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

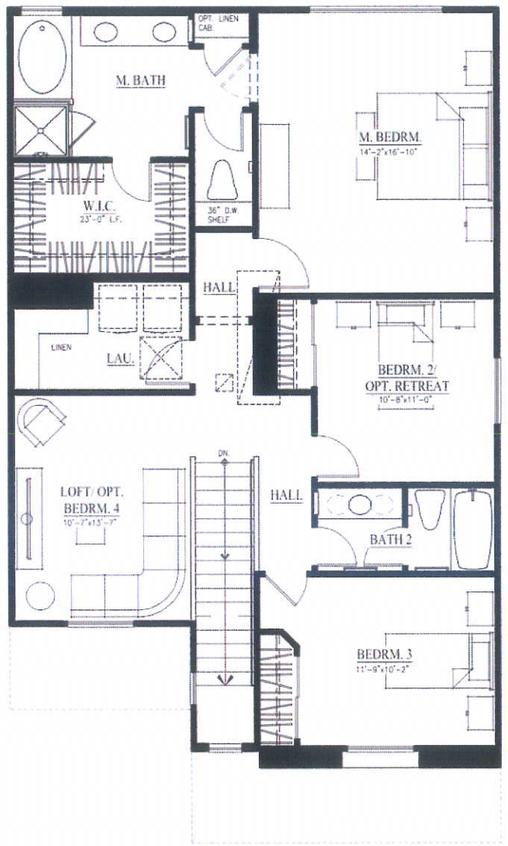
PLAN 2
"NORMANDY"

COTTAGES II

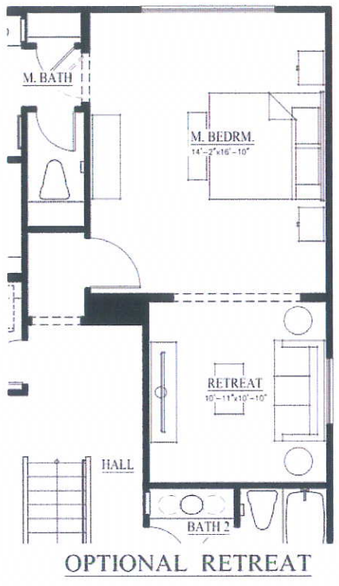
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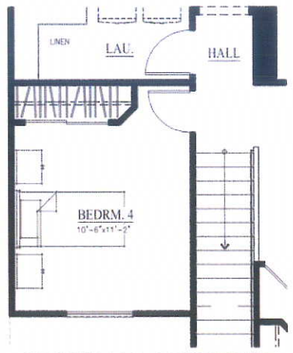
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SECOND FLOOR PLAN



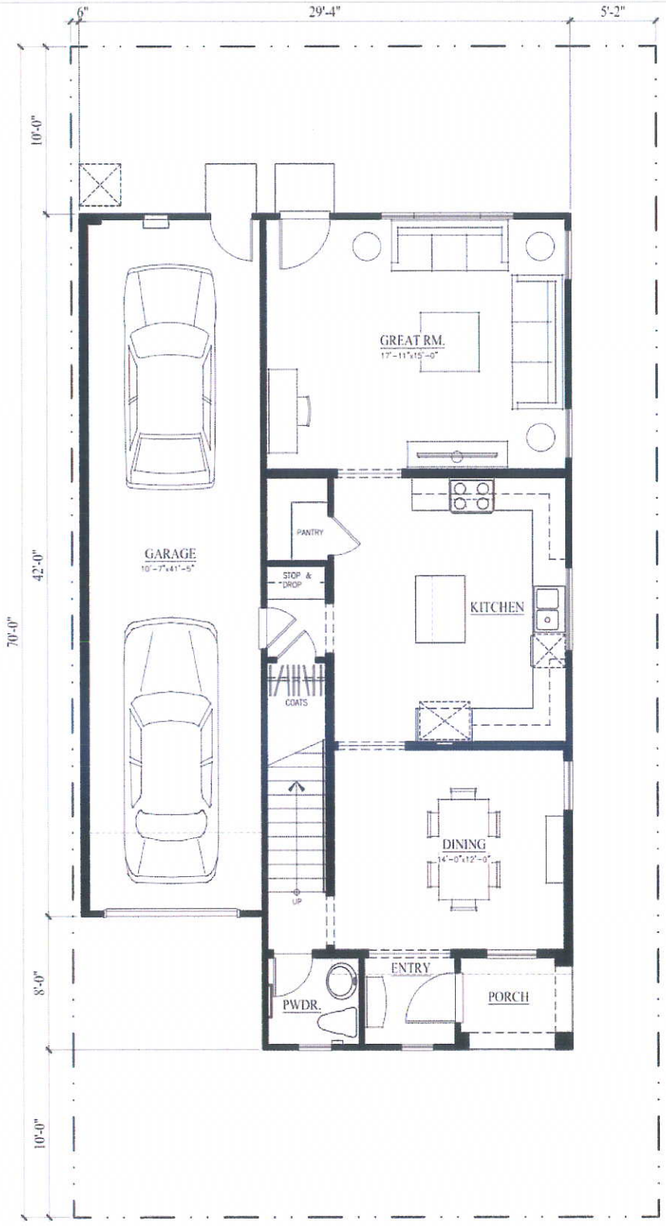
OPTIONAL RETREAT



OPTIONAL RETREAT

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	887 SQ. FT.
SECOND FLOOR AREA	1,161 SQ. FT.
TOTAL DWELLING	2,048 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	455 SQ. FT.
PORCH	38 SQ. FT.



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 2

COTTAGES II

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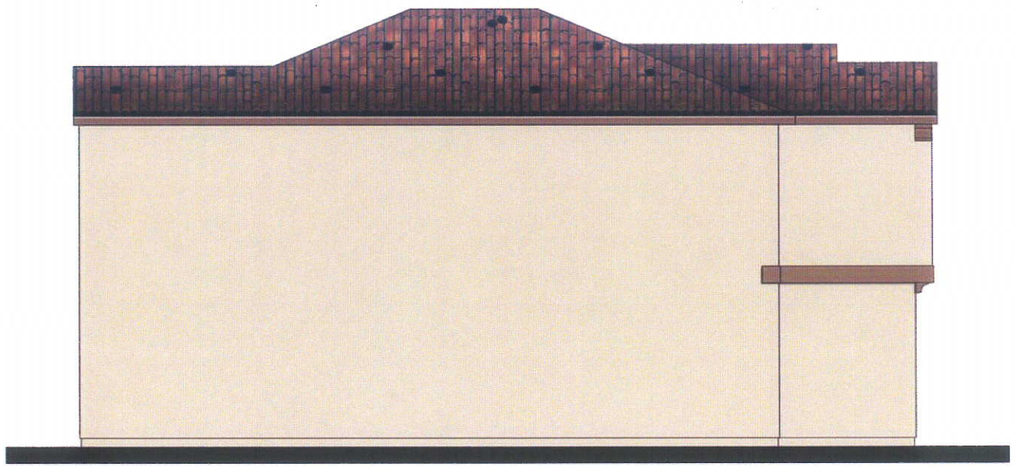
RIGHT ELEVATION

"A" "OLD PASADENA"

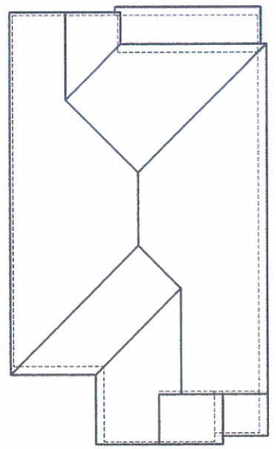
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

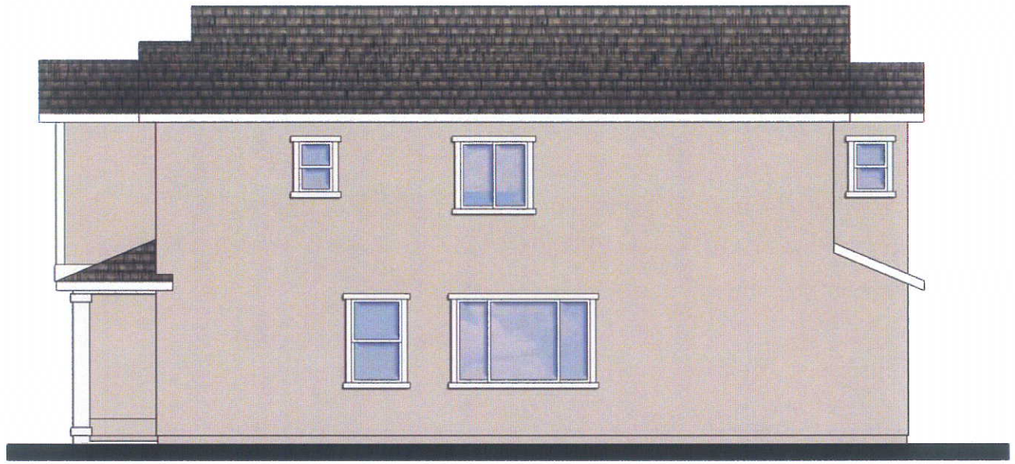
Job #: 13089
Date: Jul 28, 2014

PLAN 3
"OLD PASADENA"

COTTAGES II

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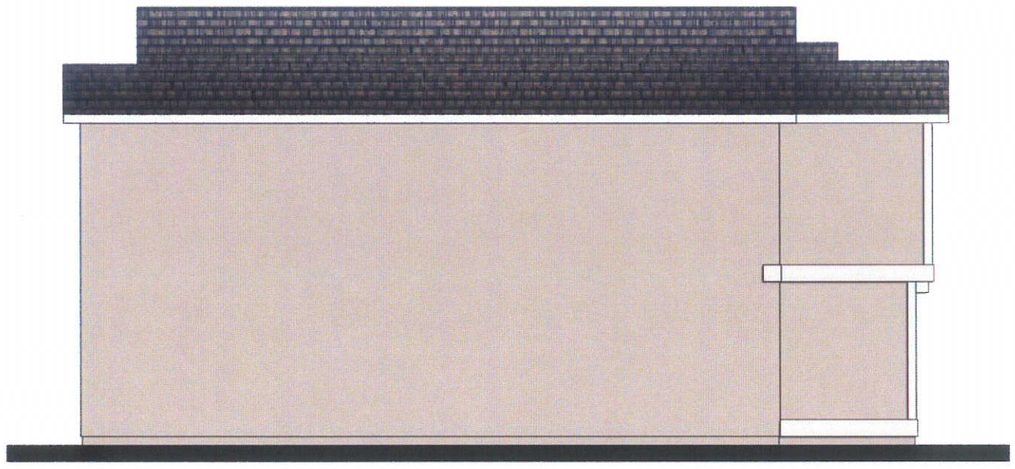
RIGHT ELEVATION

"B" "COTTAGE"

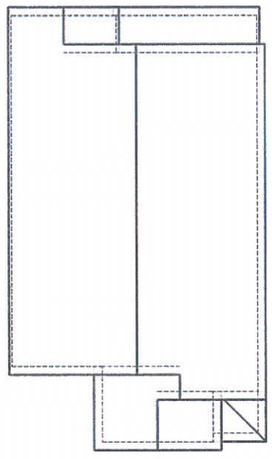
ROOF	CONCRETE FLAT "SLATE" TILE
FASCIA	WOOD
RAKES	WOOD
GABLE	LAP SIDING
WALL	STUCCO
TRIM	STUCCO OVER FOAM
WINDOWS	MULTI-PANED
SHUTTER	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

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PLAN 3
"COTTAGE"

COTTAGES II

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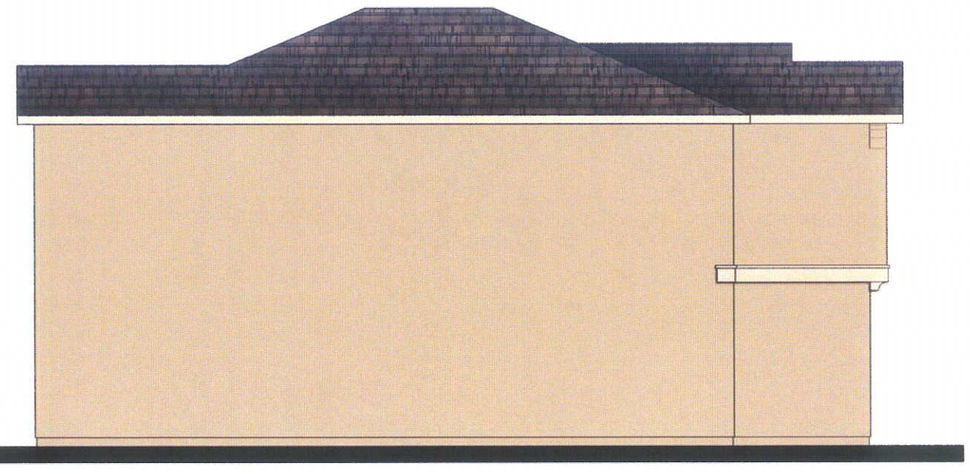
RIGHT ELEVATION

"C" "NORMANDY"

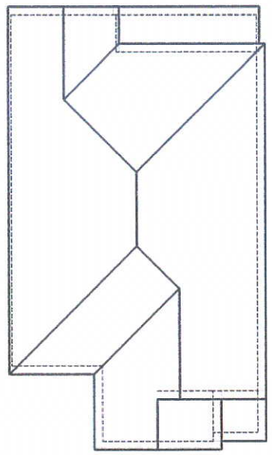
ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	KERFED ARCHED TOP



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

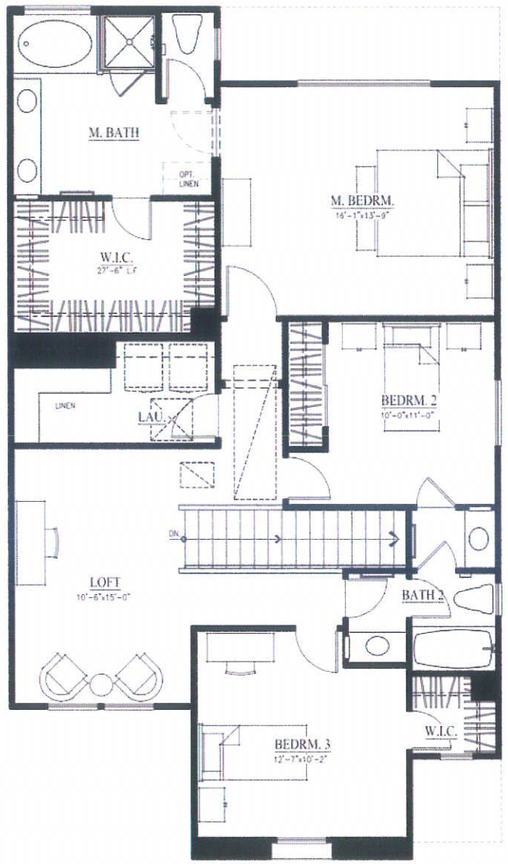
PLAN 3
"NORMANDY"

COTTAGES II

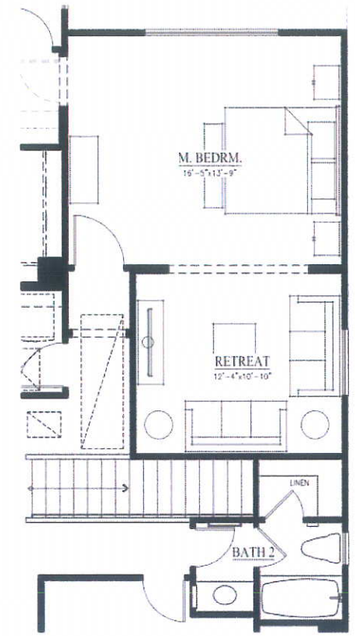
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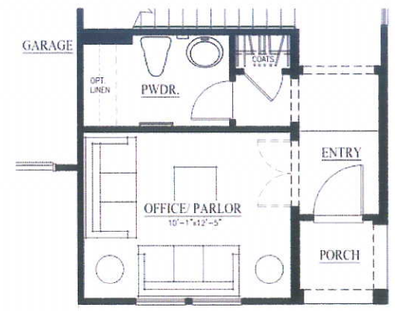
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SECOND FLOOR PLAN



OPTIONAL RETREAT

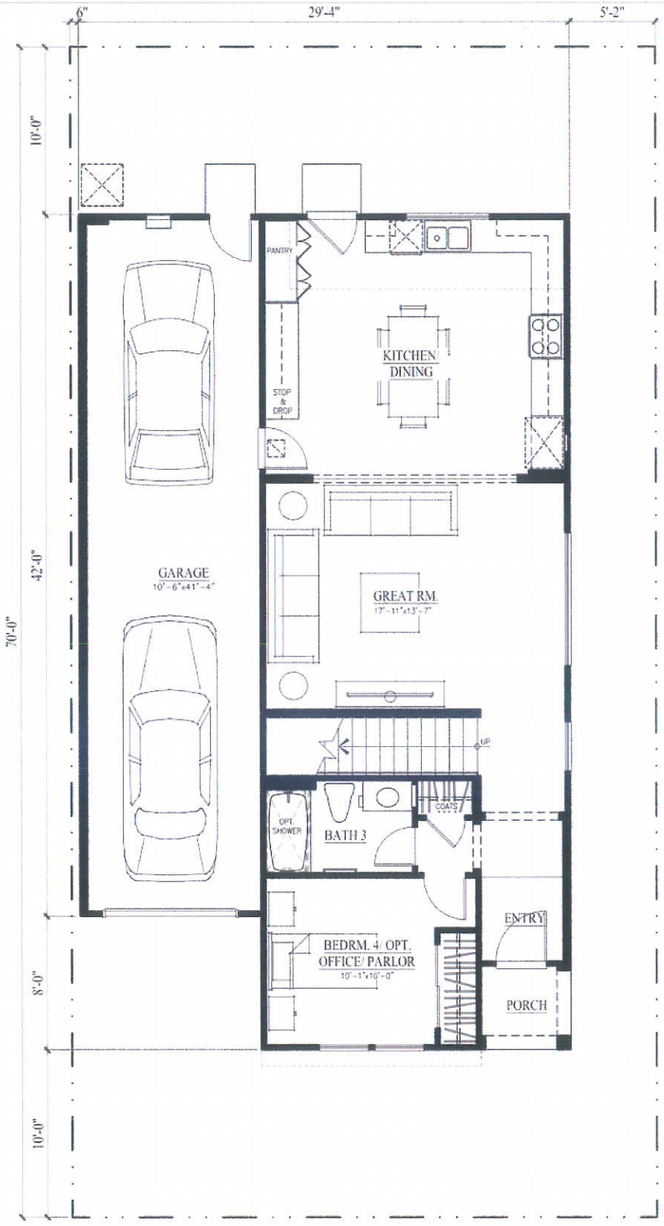


OPTIONAL OFFICE/ PARLOR

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	898 SQ. FT.
SECOND FLOOR AREA	1233 SQ. FT.
TOTAL DWELLING	2131 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	454 SQ. FT.
PORCH	27 SQ. FT.

PLAN 3



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

COTTAGES II

Rancho Cordova, CA

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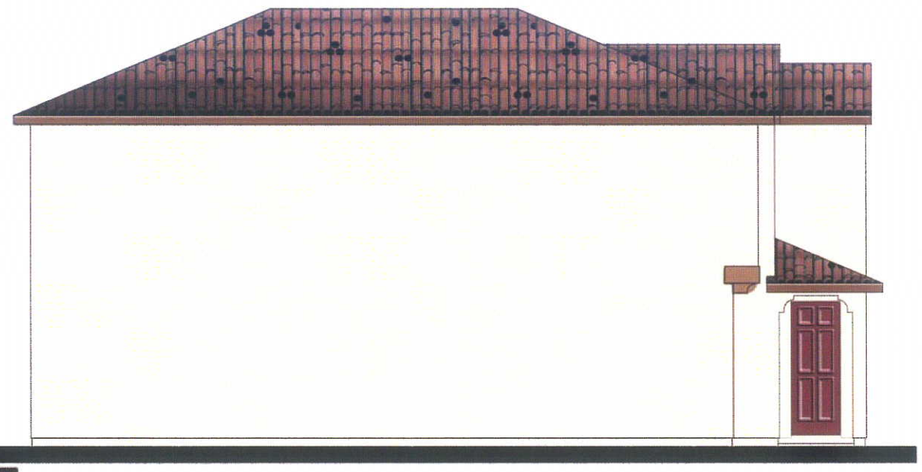
RIGHT ELEVATION

"A" "OLD PASADENA"

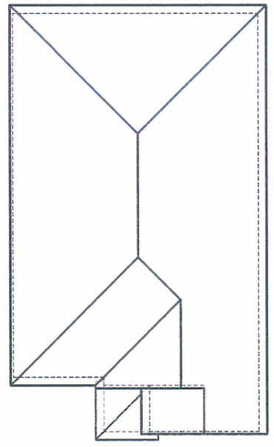
ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	WOOD GRAIN FOAM CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 4
"OLD PASADENA ELEVATION"

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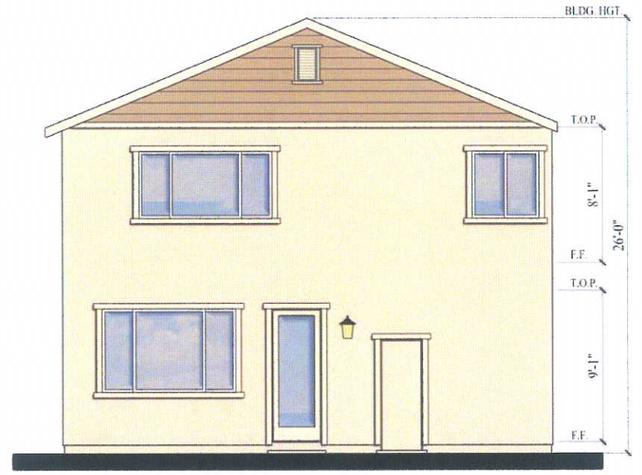
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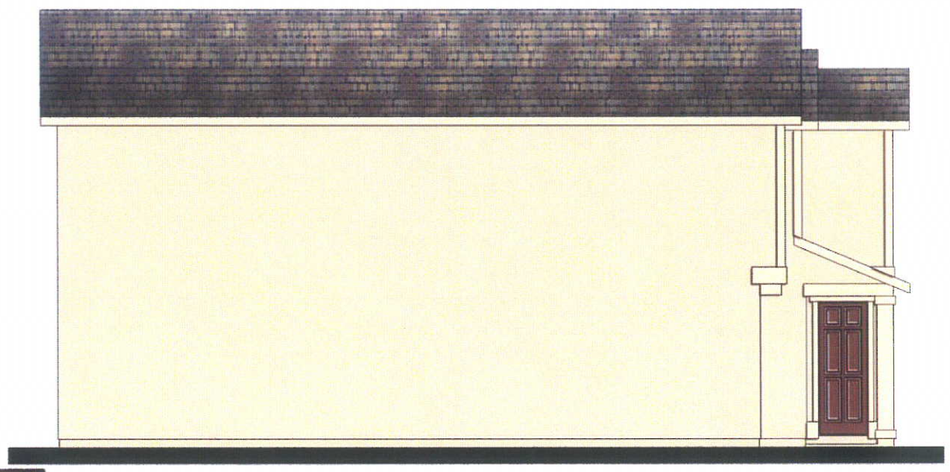
RIGHT ELEVATION

"B" "COTTAGE"

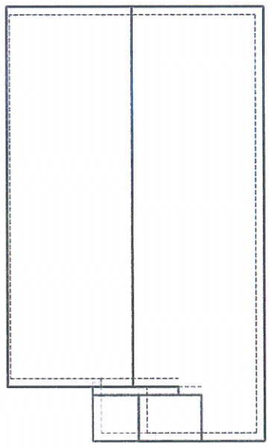
ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	LAP SIDING
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 4
"COTTAGE"

COTTAGES II

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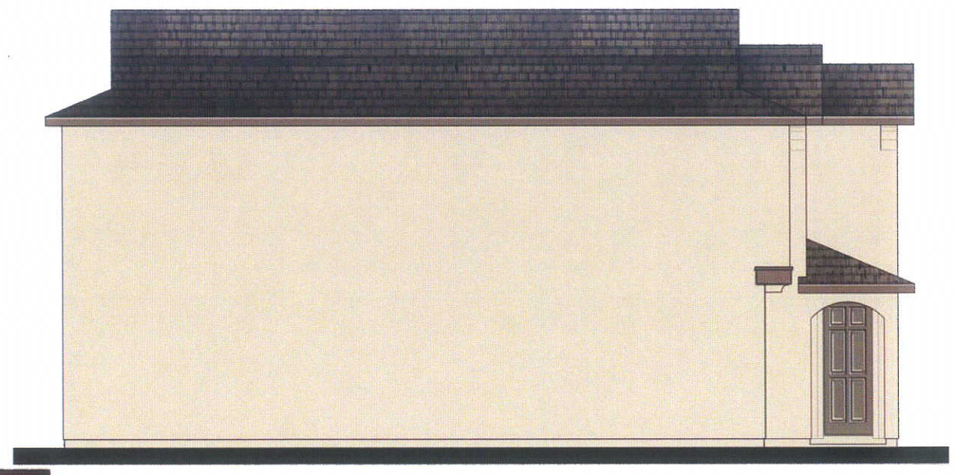
RIGHT ELEVATION

"C" "NORMANDY"

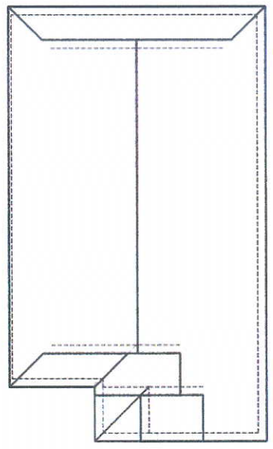
ROOF	CONCRETE FLAT "SHAKE" TILE
FASCIA	WOOD
RAKES	WOOD
GABLE:	CEMENTITIOUS LAP SIDING
WALL	STUCCO
TRIM	STUCCO OVER FOAM
WINDOWS	MULTI-PANED
SHUTTER	KERFED ARCHED TOP



REAR ELEVATION



LEFT ELEVATION



ROOF PLAN



FRONT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

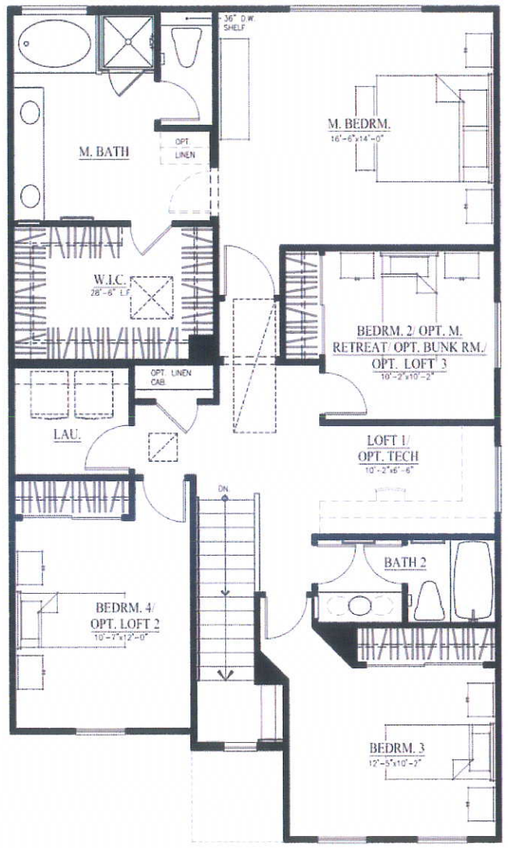
Job #: 13089
Date: Jul 28, 2014

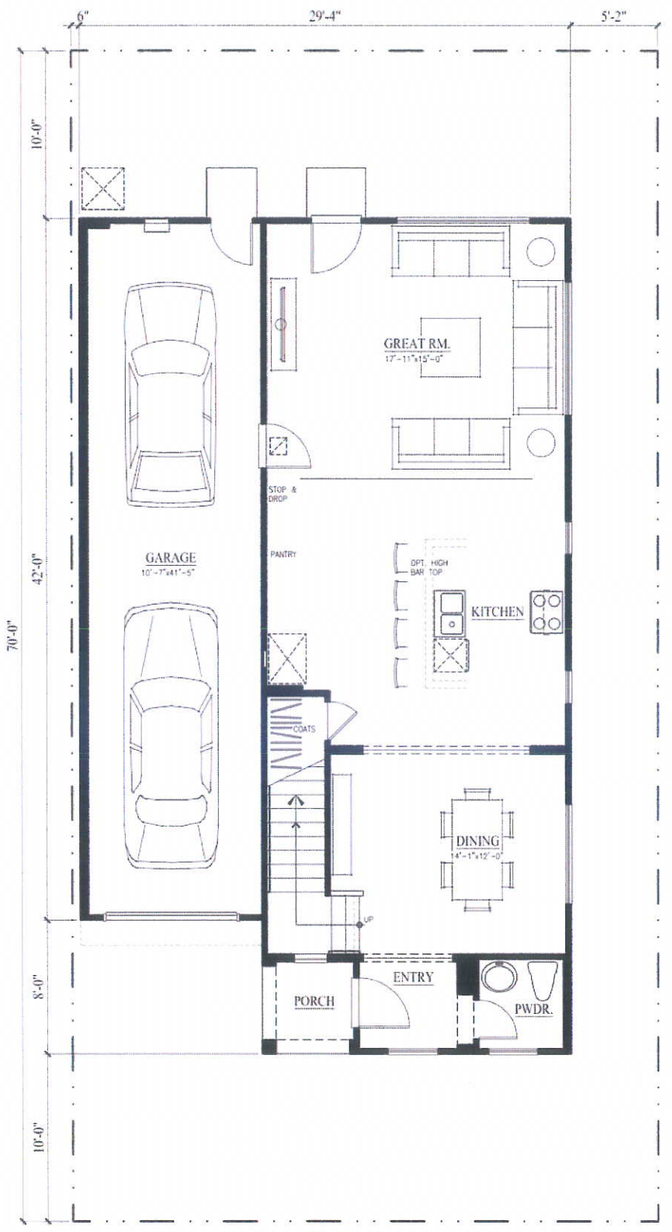
PLAN 4
"NORMANDY"

COTTAGES II

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AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	895 SQ. FT.
SECOND FLOOR AREA	1,306 SQ. FT.
TOTAL DWELLING	2,201 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	455 SQ. FT.
PORCH	30 SQ. FT.

SECOND FLOOR PLAN

PLAN 4

FIRST FLOOR PLAN

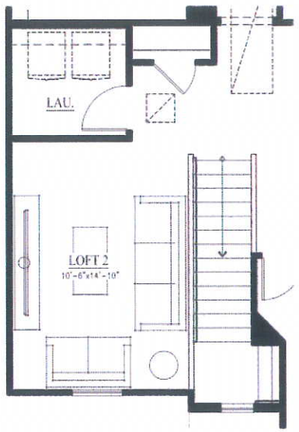
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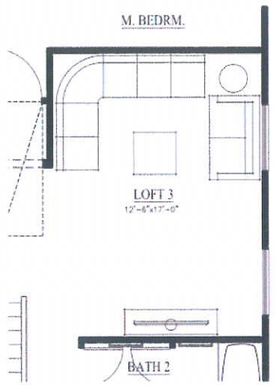
Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

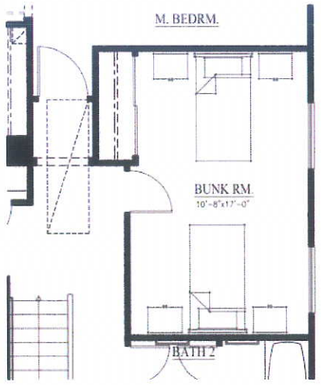
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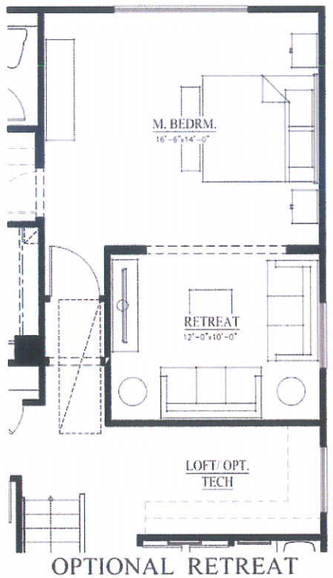
OPTIONAL LOFT 2



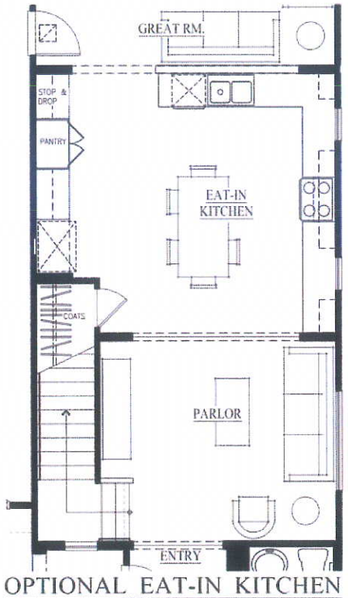
OPTIONAL LOFT 3



OPTIONAL BUNK RM.



OPTIONAL RETREAT



OPTIONAL EAT-IN KITCHEN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13089
Date: Jul 28, 2014

PLAN 4

COTTAGES II

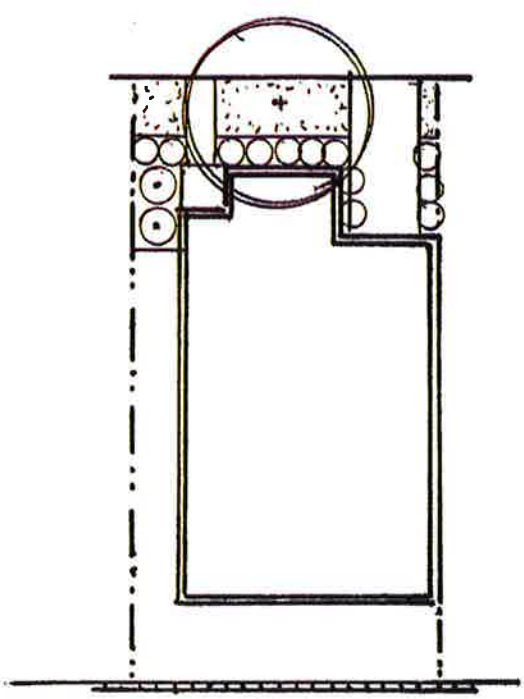
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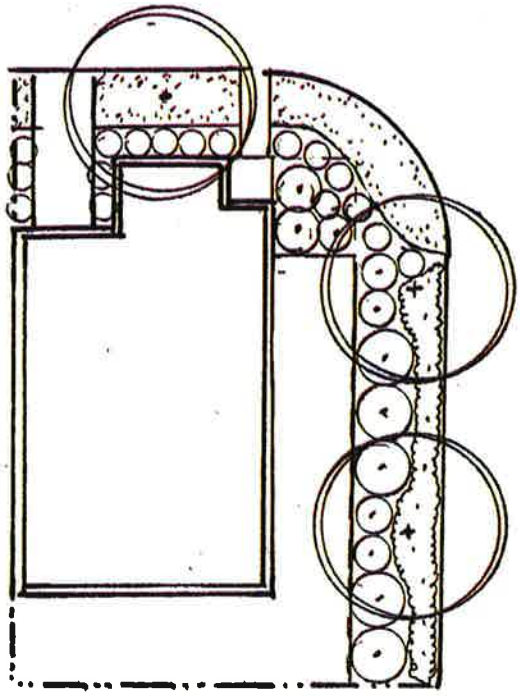
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EXHIBIT A

L1	Scale: 1" = 20' Date: 8/29/14	Capital Village – Phase 3 Cottages II Typical **Planting Plan**	Procida Landscape, Inc.



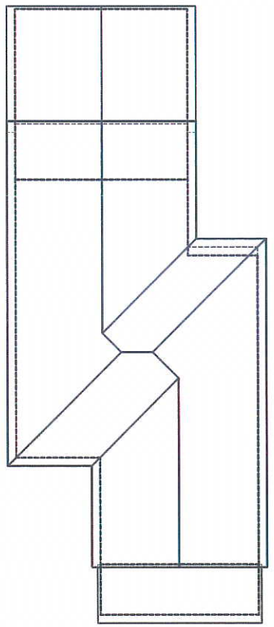


Key	Size	Description
	15 gallon	Street Tree
	5 gallon	Large Flowering Shrub
	5 gallon	Medium Flowering Shrub
	1 gallon	Medium Flowering Shrub
	1 gallon	Small Flowering Shrub
	1 gallon	Accent Plant
	1 gallon	Groundcover Plants, 60" o.c.
	sod	Lawn

Scale: 1" = 20'



REAR ELEVATION



ROOF PLAN



"A" FRONT ELEVATION

"A" "EARLY CALIFORNIA"

ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	STUCCO CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

PLAN 1
"EARLY CALIFORNIA"

BUNGALOWS II

Rancho Cordova, CA

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"A" RIGHT ELEVATION



"A" LEFT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

PLAN 1
"EARLY CALIFORNIA"

BUNGALOWS II

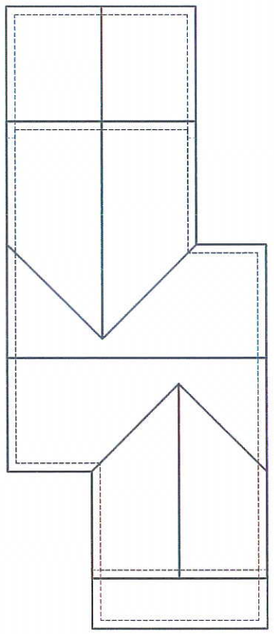
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REAR ELEVATION



ROOF PLAN



"B" FRONT ELEVATION

"B" "CALIFORNIA BUNGALOW"

ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	BOARD & BATTEN SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	LAP SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

PLAN 1
"CALIFORNIA BUNGALOW"

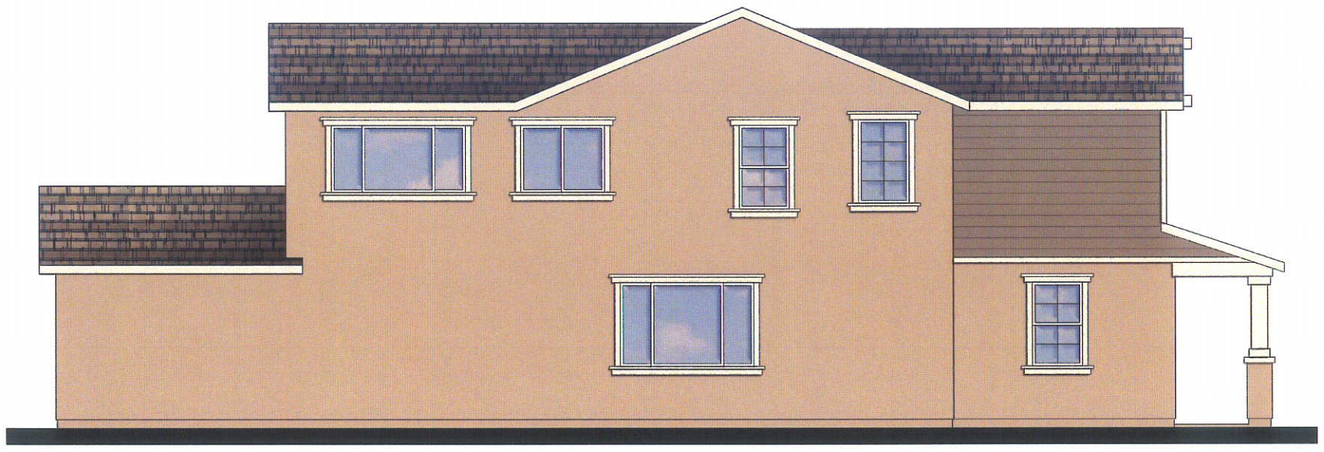
BUNGALOWS II

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"B" RIGHT ELEVATION



"B" LEFT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

PLAN 1
"CALIFORNIA BUNGALOW"

BUNGALOWS II

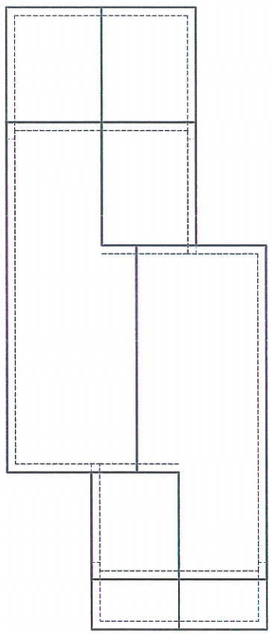
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REAR ELEVATION



ROOF PLAN



"C" FRONT ELEVATION

"C" "CRAFTSMAN"

ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS SHINGLE SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	SHINGLE SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

PLAN 1
"CRAFTSMAN"

BUNGALOWS II

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"C" RIGHT ELEVATION



"C" LEFT ELEVATION

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

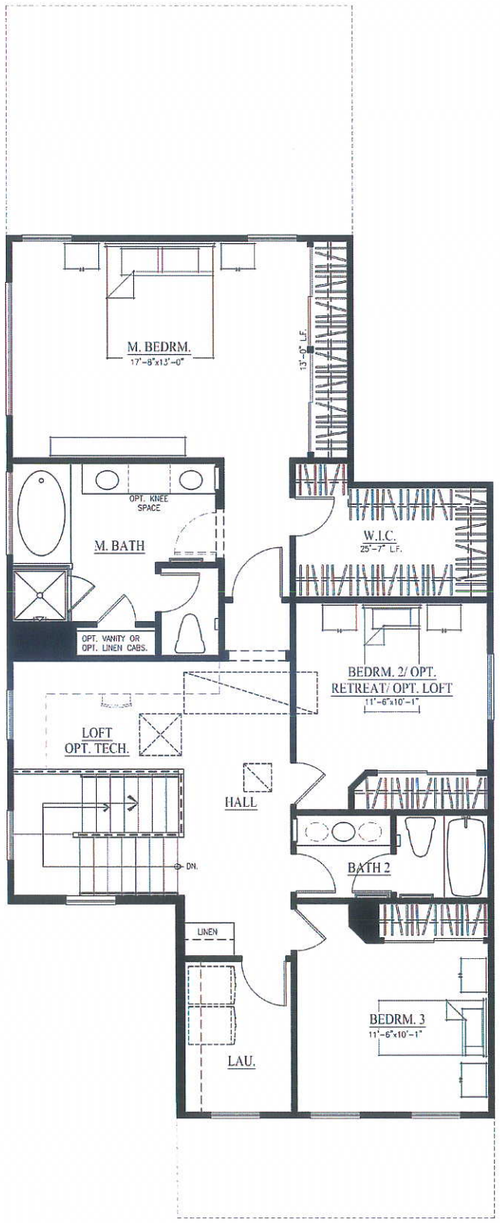
PLAN 1
"CRAFTSMAN"

BUNGALOWS II

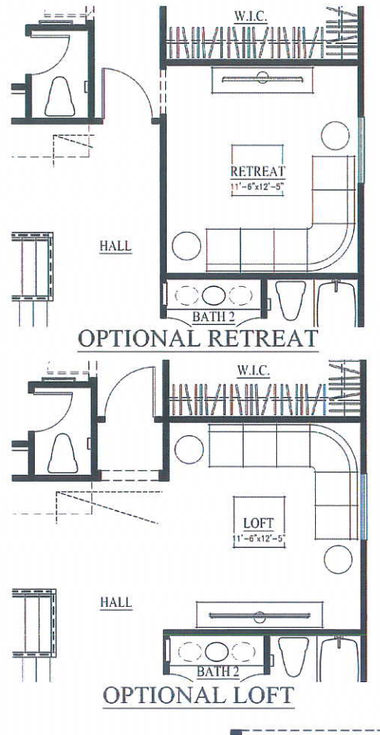
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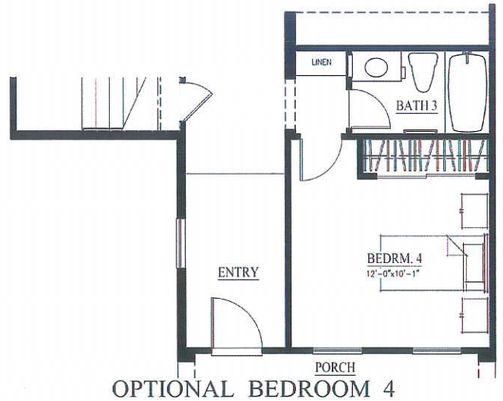


SECOND FLOOR PLAN



OPTIONAL RETREAT

OPTIONAL LOFT

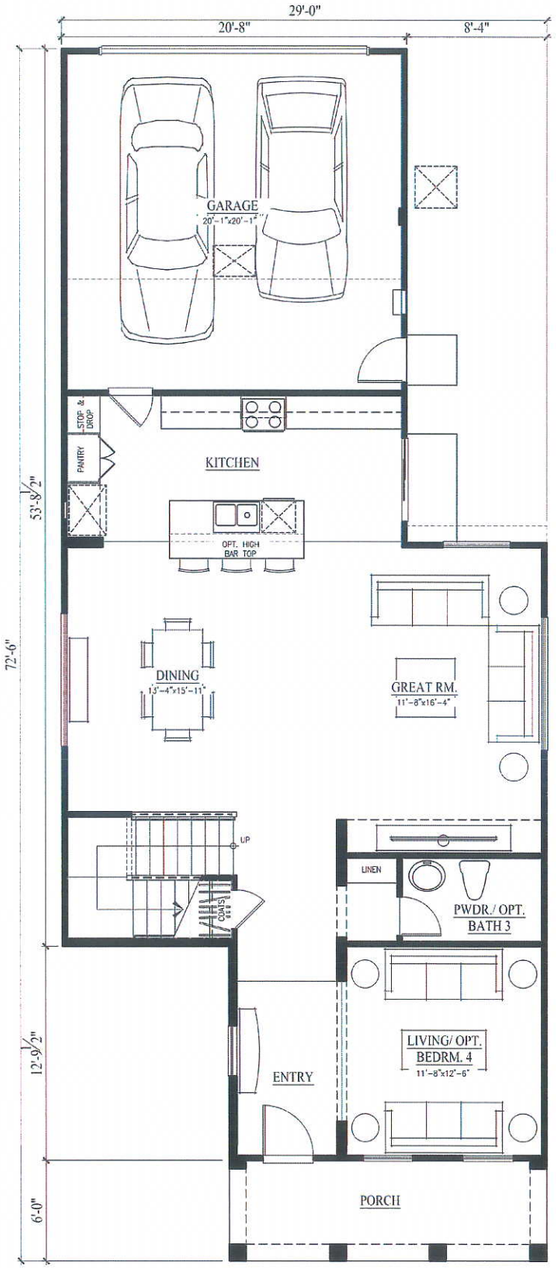


OPTIONAL BEDROOM 4

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,133 SQ. FT.
SECOND FLOOR AREA	1,200 SQ. FT.
TOTAL DWELLING	2,333 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	422 SQ. FT.
PORCH	114 SQ. FT.

PLAN 1



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

BUNGALOWS II

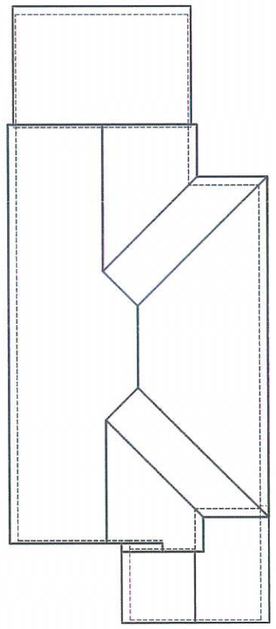
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REAR ELEVATION



ROOF PLAN



"A" FRONT ELEVATION

"A" "EARLY CALIFORNIA"

ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	STUCCO CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

PLAN 2
"EARLY CALIFORNIA"

BUNGALOWS II

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"A" RIGHT ELEVATION



"A" LEFT ELEVATION

PLAN 2
"EARLY CALIFORNIA"

BUNGALOWS II

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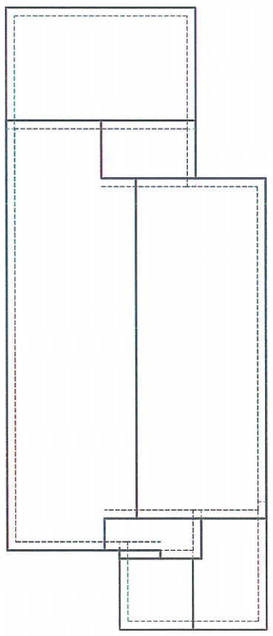
Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

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REAR ELEVATION



ROOF PLAN

"B" FRONT ELEVATION

"B" "CALIFORNIA BUNGALOW"

ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	BOARD & BATTEN SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	LAP SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

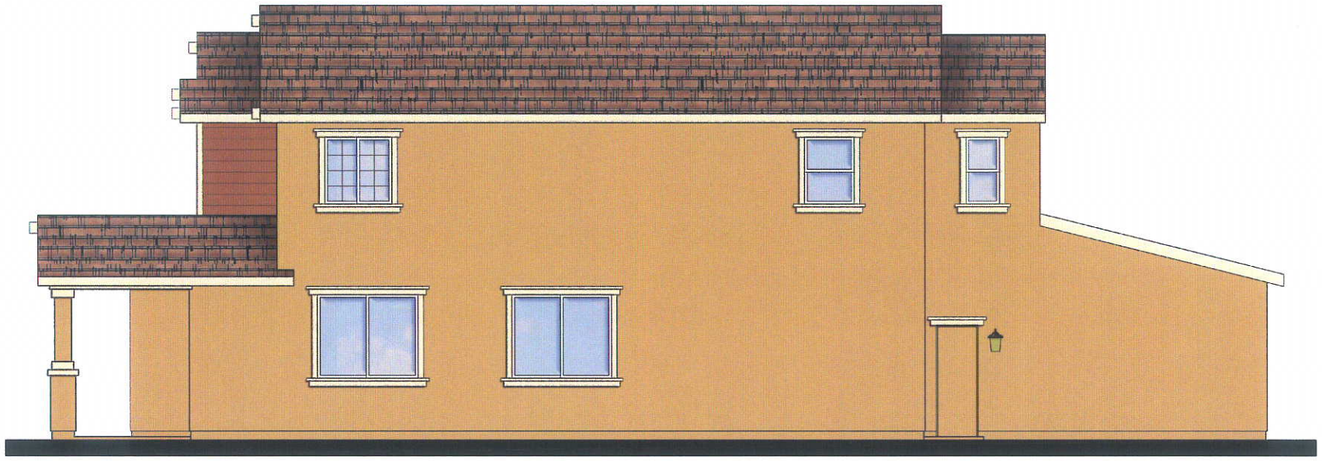
PLAN 2
"CALIFORNIA BUNGALOW"

BUNGALOWS II

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"B" RIGHT ELEVATION



"B" LEFT ELEVATION

PLAN 2
"CALIFORNIA BUNGALOW"

BUNGALOWS II

Rancho Cordova, CA

Beazer Homes
A HIGHER MEASURE OF HOME

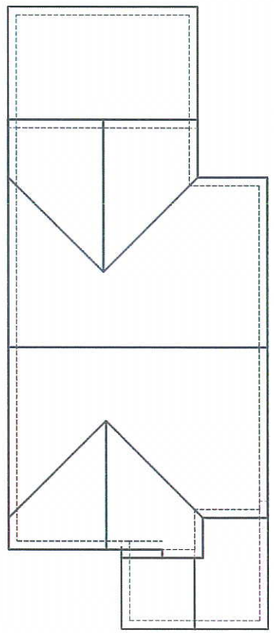
Job #: 13087
Date: Aug 04, 2014

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REAR ELEVATION



ROOF PLAN



"C" FRONT ELEVATION

"C" "CRAFTSMAN"

ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS SHINGLE SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	SHINGLE SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

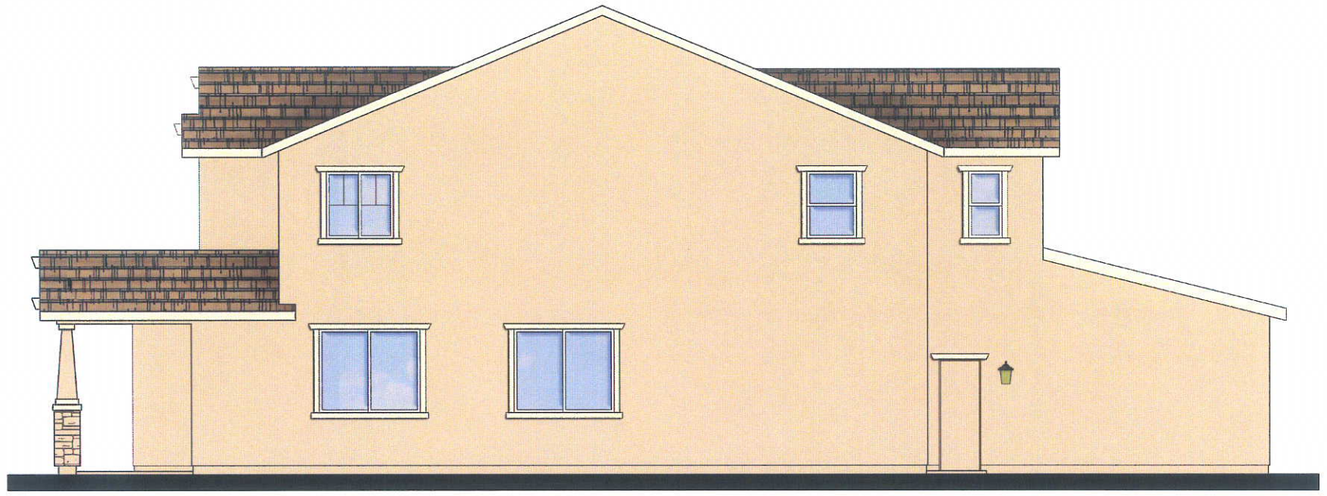
PLAN 2
"CRAFTSMAN"

BUNGALOWS II

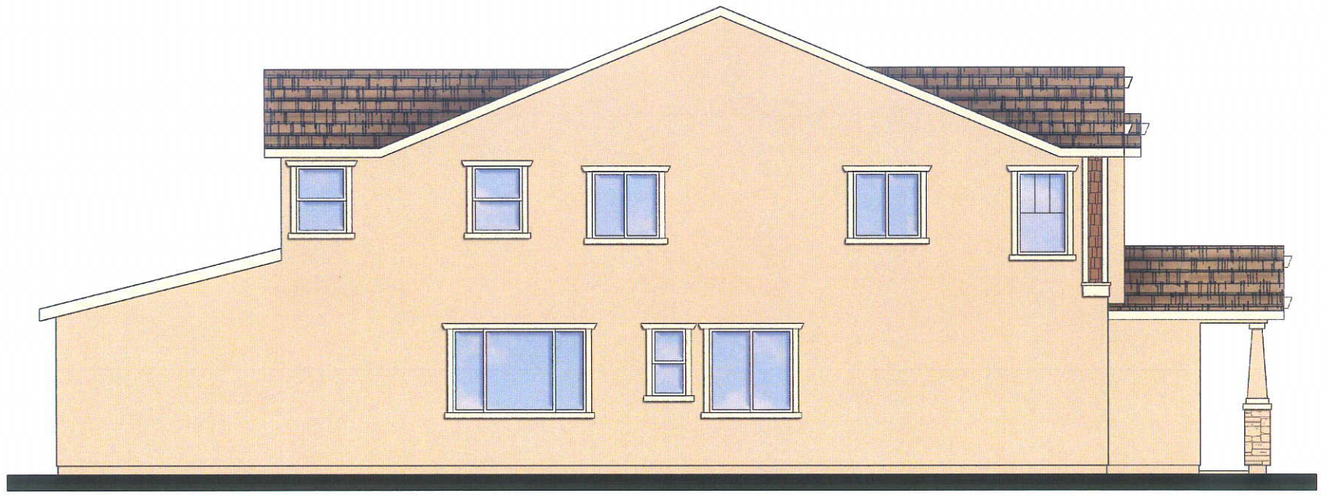
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"C" RIGHT ELEVATION



"C" LEFT ELEVATION

PLAN 2
"CRAFTSMAN"

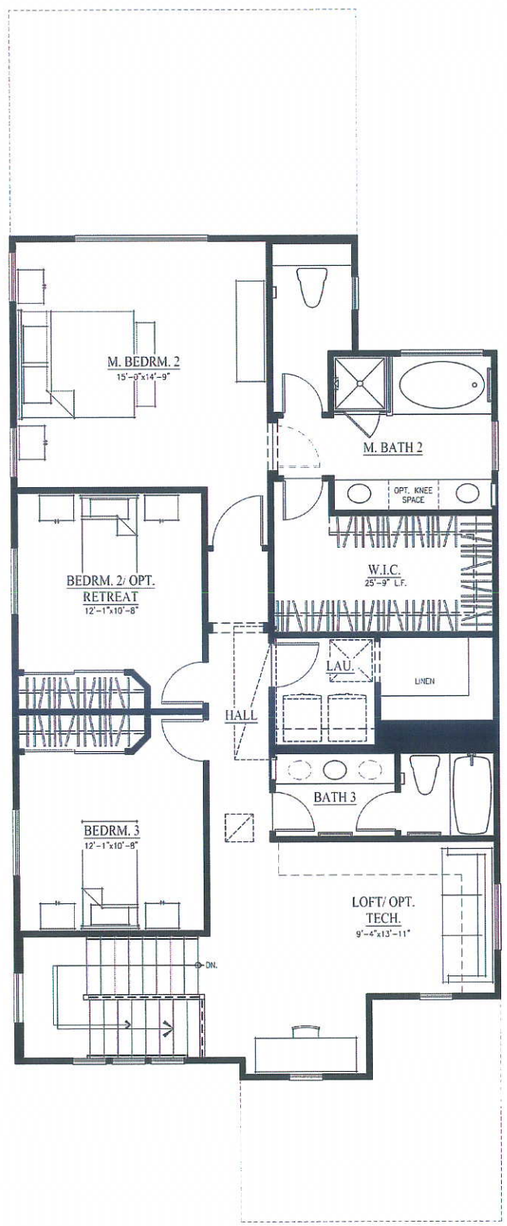
BUNGALOWS II

Rancho Cordova, CA

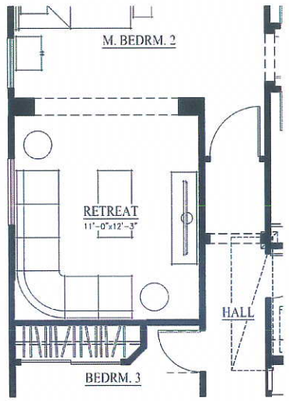
Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

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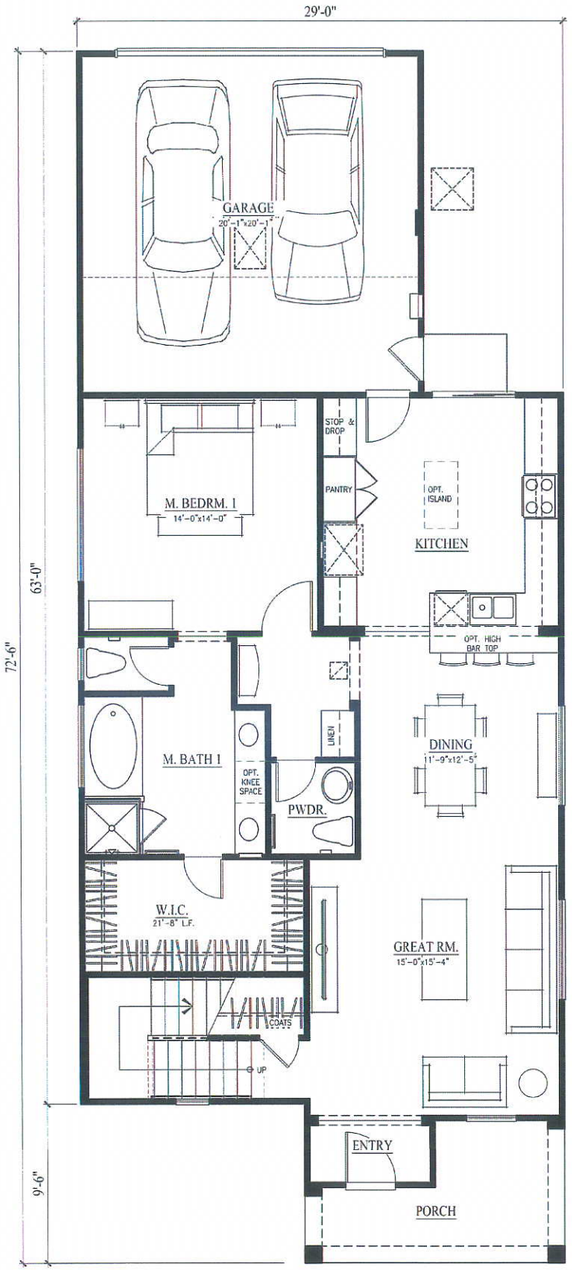


SECOND FLOOR PLAN



OPTIONAL RETREAT

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	1,281 SQ. FT.
SECOND FLOOR AREA	1,273 SQ. FT.
TOTAL DWELLING	2,554 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	422 SQ. FT.
PORCH	101 SQ. FT.



FIRST FLOOR PLAN

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PLAN 2

BUNGALOWS II

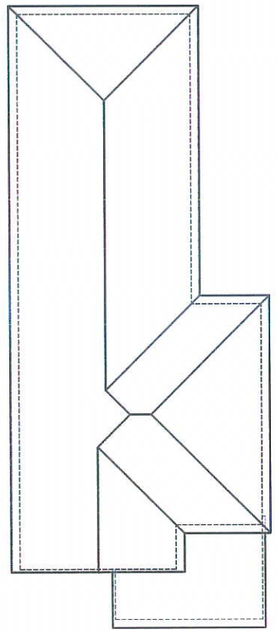
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REAR ELEVATION



ROOF PLAN



"A" FRONT ELEVATION

"A" "EARLY CALIFORNIA"

ROOF:	CONCRETE 'S' TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	STUCCO CORBELS
GABLE:	"CLAY PIPES"
WALL:	STUCCO
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	BARN TYPE

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A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

PLAN 3
"EARLY CALIFORNIA"

BUNGALOWS II

Rancho Cordova, CA

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"A" RIGHT ELEVATION



"A" LEFT ELEVATION

PLAN 3
"EARLY CALIFORNIA"

BUNGALOWS II

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A HIGHER MEASURE OF HOME

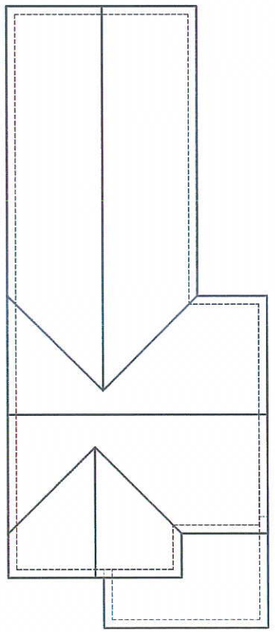
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REAR ELEVATION



ROOF PLAN



"B" FRONT ELEVATION

"B" "CALIFORNIA BUNGALOW"

ROOF:	CONCRETE FLAT "SLATE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	BOARD & BATTEN SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	LAP SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	LOUVER TYPE

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A HIGHER MEASURE OF HOME

Job #: 13087
Date: Aug 04, 2014

PLAN 3
"CALIFORNIA BUNGALOW"

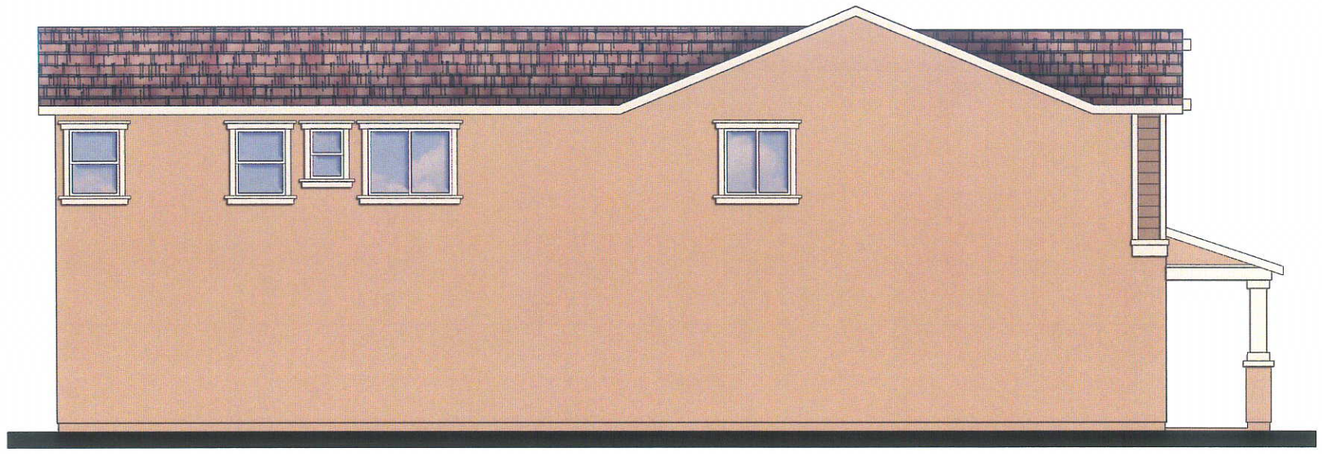
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"B" RIGHT ELEVATION



"B" LEFT ELEVATION

PLAN 3
"CALIFORNIA BUNGALOW"

BUNGALOWS II

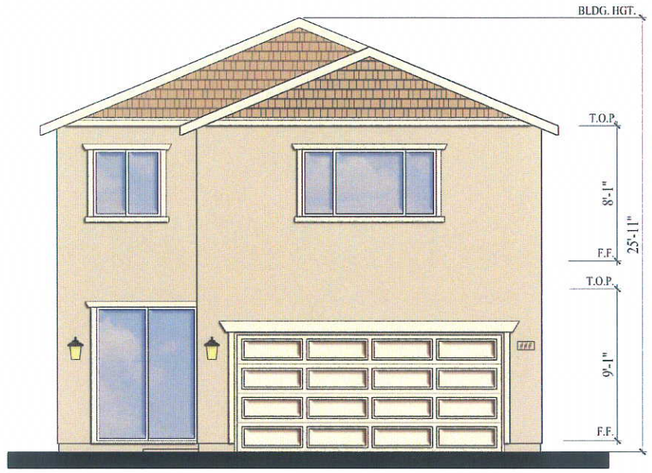
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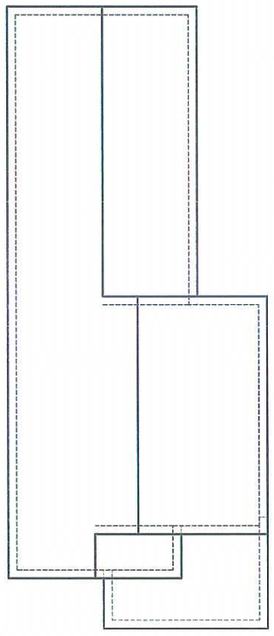
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REAR ELEVATION



ROOF PLAN

"C" FRONT ELEVATION

"C" "CRAFTSMAN"

ROOF:	CONCRETE FLAT "SHAKE" TILE
FASCIA:	WOOD
RAKES:	WOOD
GABLE:	CEMENTITIOUS SHINGLE SIDING
GABLE:	WOOD GRAIN FOAM CORBELS
WALL:	STUCCO
WALL:	SHINGLE SIDING
TRIM:	STUCCO OVER FOAM
WINDOWS:	MULTI-PANED
SHUTTER:	PLANK TYPE

Beazer Homes
A HIGHER MEASURE OF HOME

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Date: Aug 04, 2014

PLAN 3
"CRAFTSMAN"

BUNGALOWS II

Rancho Cordova, CA

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"C" RIGHT ELEVATION



"C" LEFT ELEVATION

PLAN 3
"CRAFTSMAN"

BUNGALOWS II

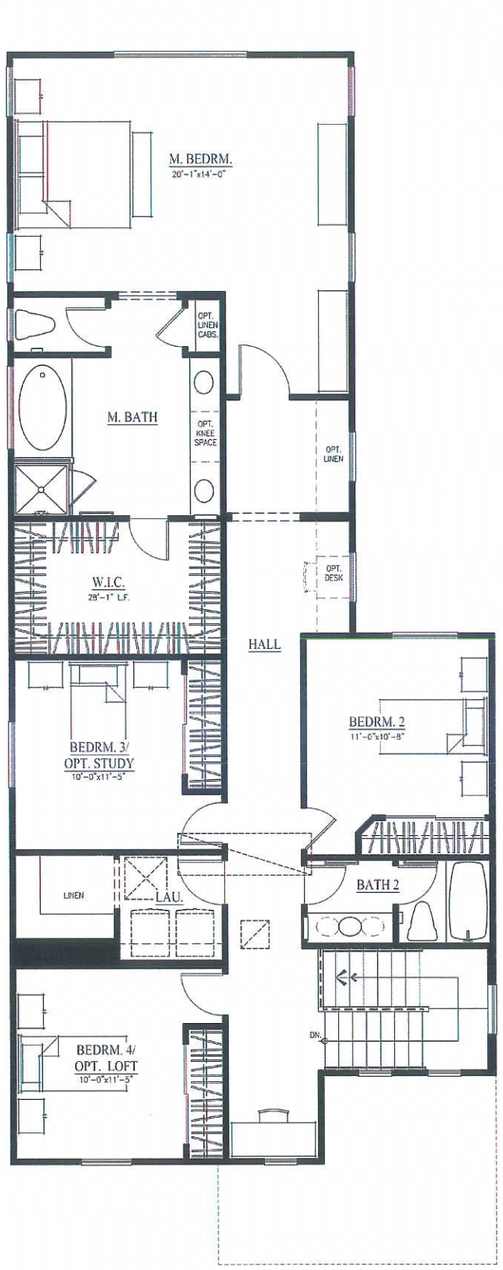
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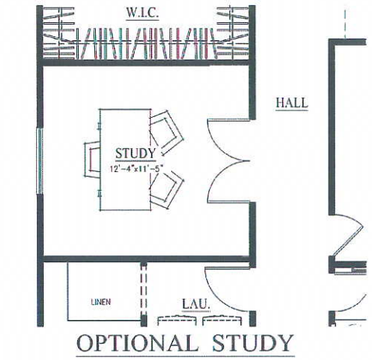
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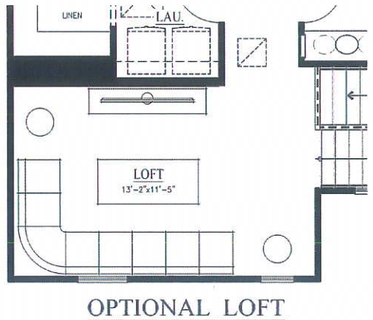
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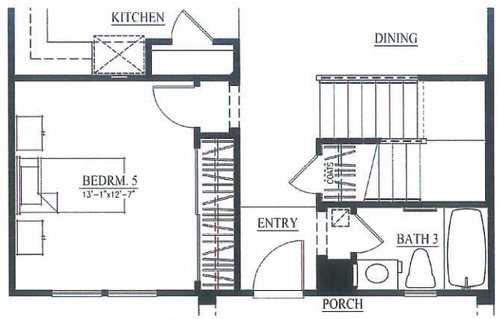
SECOND FLOOR PLAN



OPTIONAL STUDY



OPTIONAL LOFT

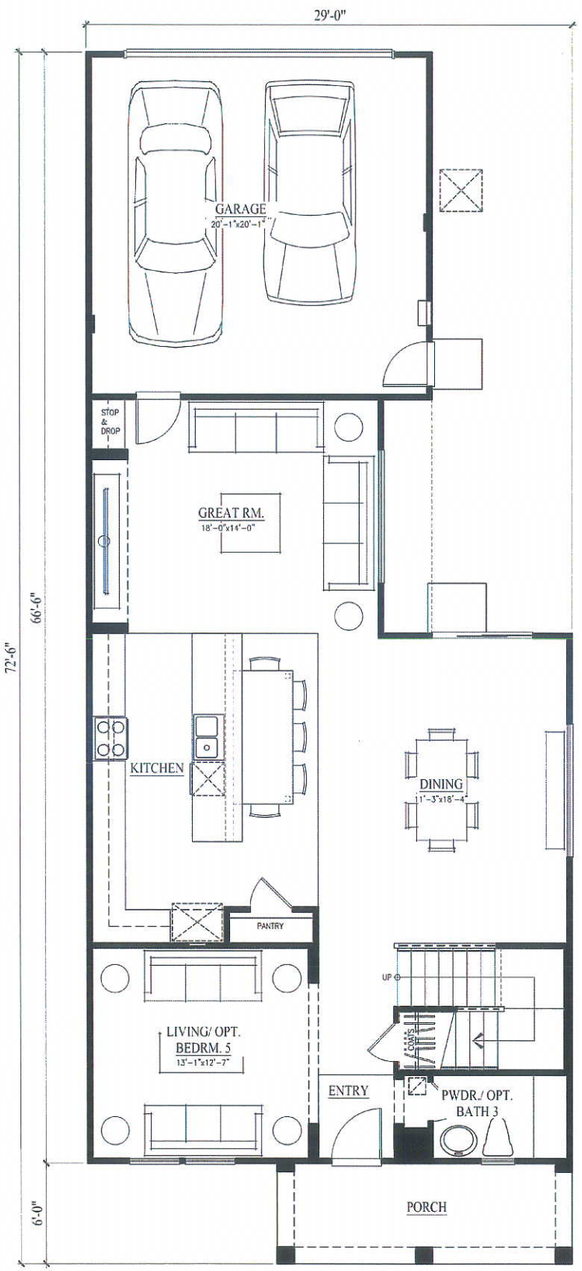


OPTIONAL BEDROOM 5

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,174 SQ. FT.
SECOND FLOOR AREA	1,506 SQ. FT.
TOTAL DWELLING	2,680 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	423 SQ. FT.
PORCH	100 SQ. FT.

PLAN 3



FIRST FLOOR PLAN

Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: Jul 30, 2014

BUNGALOWS II

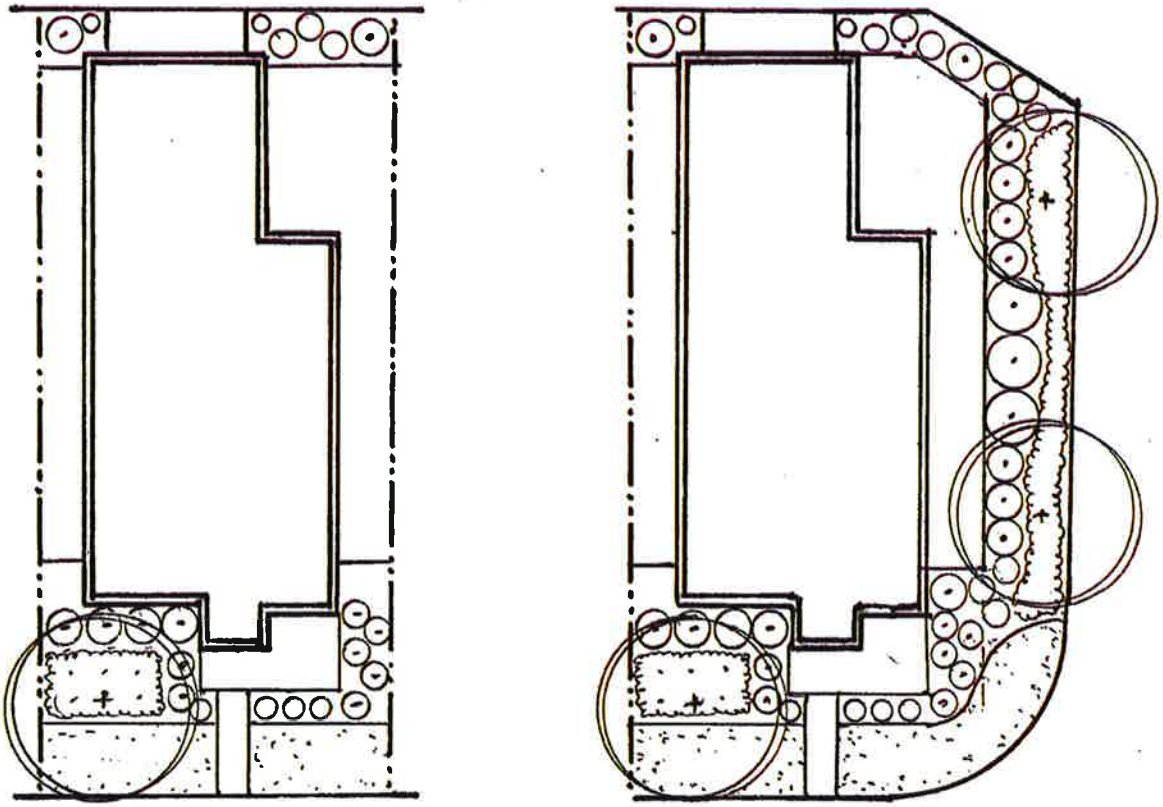
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EXHIBIT A

L2	Scale: 1" = 20' Date: 8/29/14	Capital Village – Phase 3 Bungalows II Typical **Planting Plan**	Procida Landscape, Inc.



Key	Size	Description
+	15 gallon	Street Tree
⊙	5 gallon	Large Flowering Shrub
⊙	5 gallon	Medium Flowering Shrub
○	1 gallon	Medium Flowering Shrub
○	1 gallon	Small Flowering Shrub
o	1 gallon	Accent Plant
	1 gallon	Groundcover Plants, 60" o.c.
	sod	Lawn

Scale: 1" = 20'

Color Scheme One

Stucco Color
One



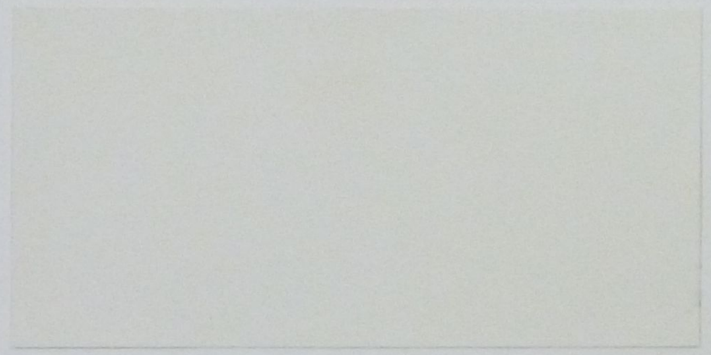
Stucco Color
Two



Stucco Color
Three



Trim Color



Accent Color



Metal Elements



Fusion at Capital Village

Rancho Cordova, California

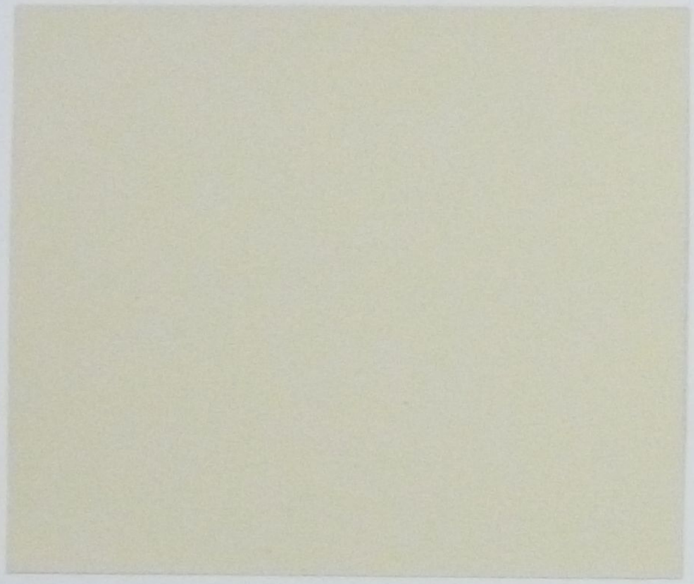
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Color and Material Palette prepared by Ann Matteson Consulting, Inc.

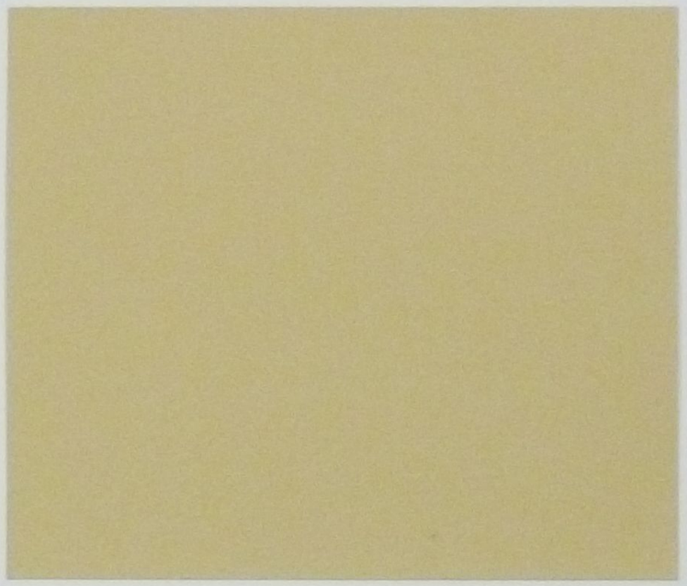
3/20/2014

Color Scheme Two

Stucco Color
One



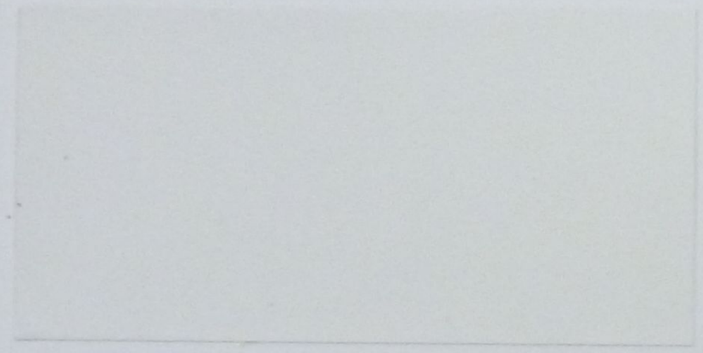
Stucco Color
Two



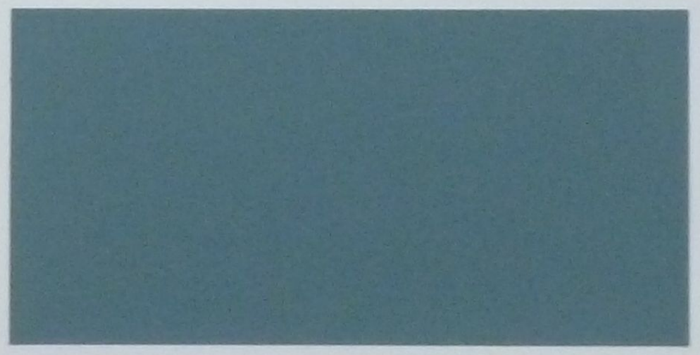
Stucco Color
Three



Trim Color



Accent Color



Metal Elements



Fusion at Capital Village

Rancho Cordova, California

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Color and Material Palette prepared by Ann Matteson Consulting, Inc.

AMERICANA

SCHEME # 4



Beazer Homes
A HIGHER MEASURE OF HOME

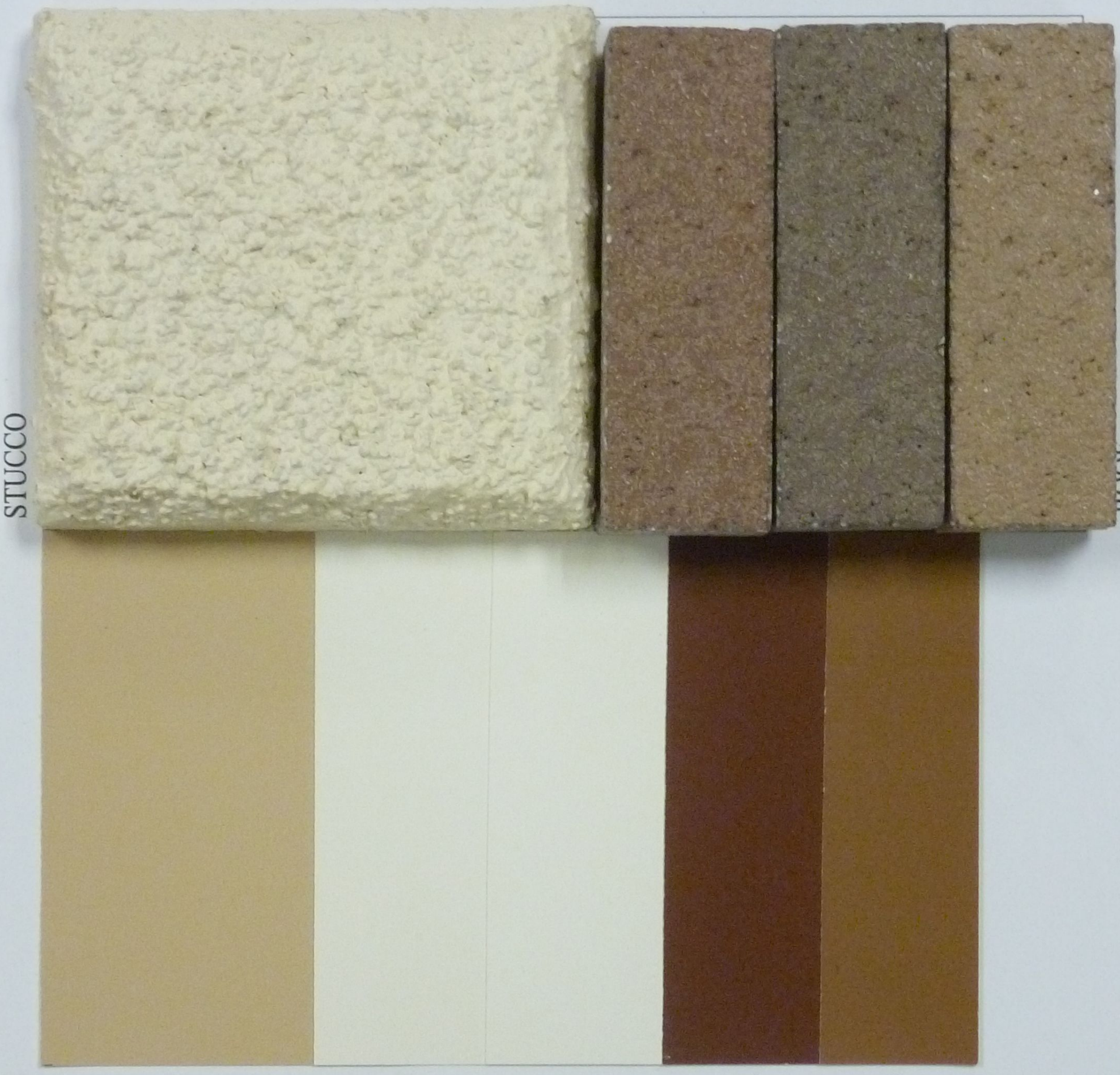
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AMERICANA

SCHEME # 5



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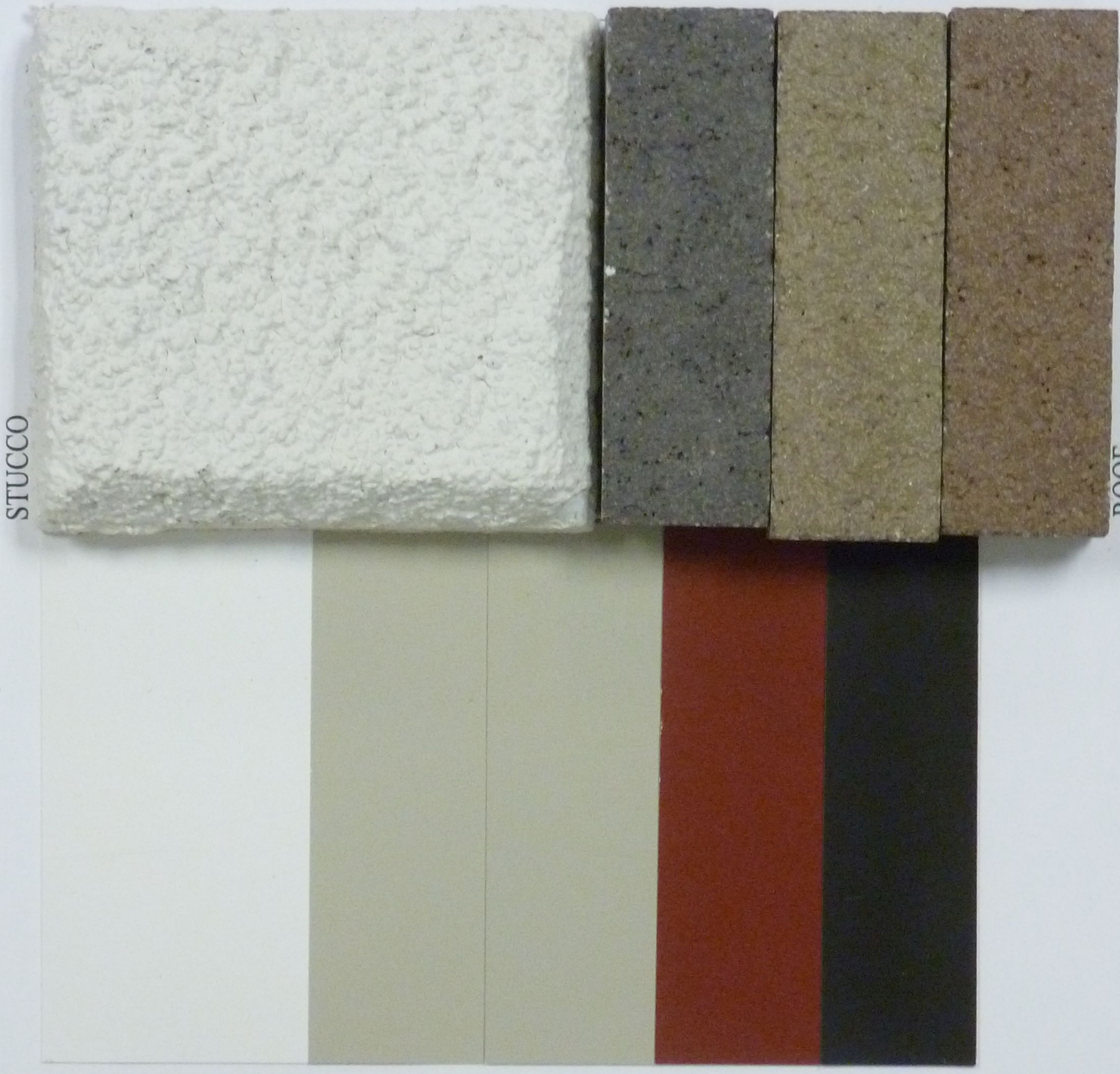
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AMERICANA

SCHEME # 6



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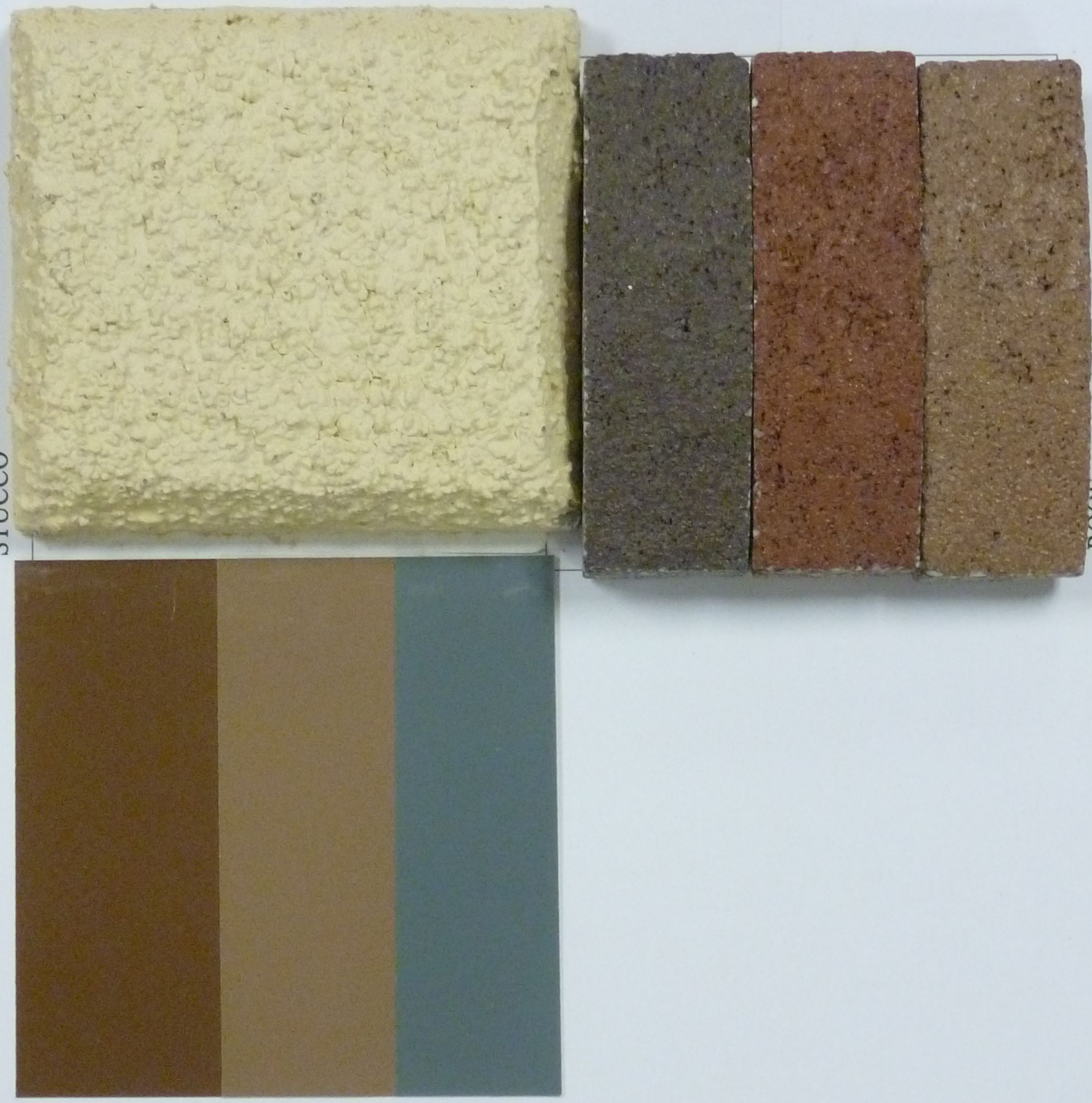
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ITALIANATE

SCHEME #7



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ITALIANATE

SCHEME #8



STUCCO

FASCIA / GARAGE

TRIM

FRONT DOOR/
SHUTTERS

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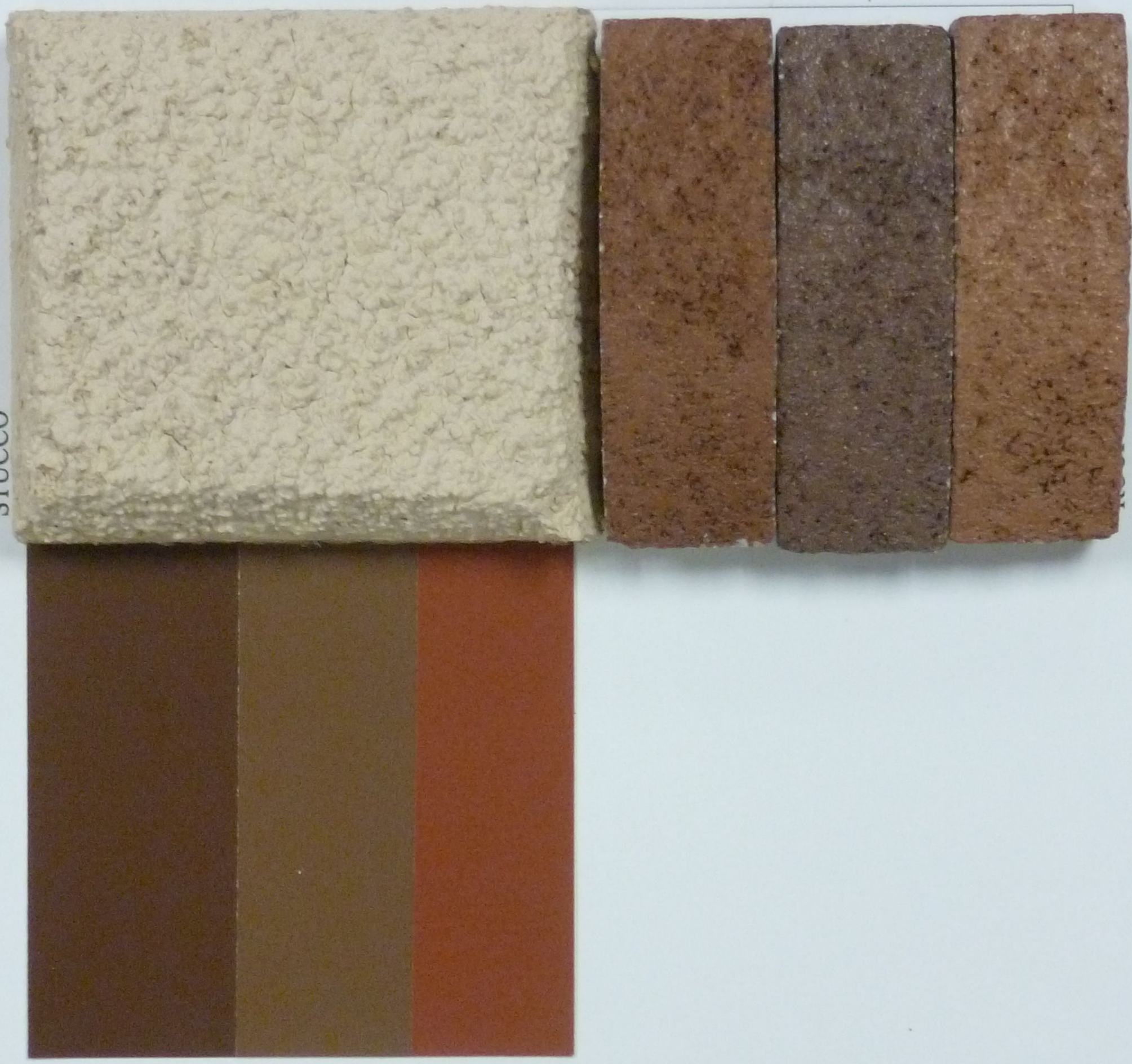
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ITALIANATE

SCHEME #9



STUCCO

FASCIA / GARAGE

TRIM

FRONT DOOR/
SHUTTERS

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SHINGLE

SCHEME #1



STUCCO

ROOF



SIDING

FASCIA / TRIM/ GARAGE DOOR

FRONT DOOR

SHUTTERS

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SHINGLE

SCHEME #2



Beazer Homes

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SHINGLE

SCHEME #3



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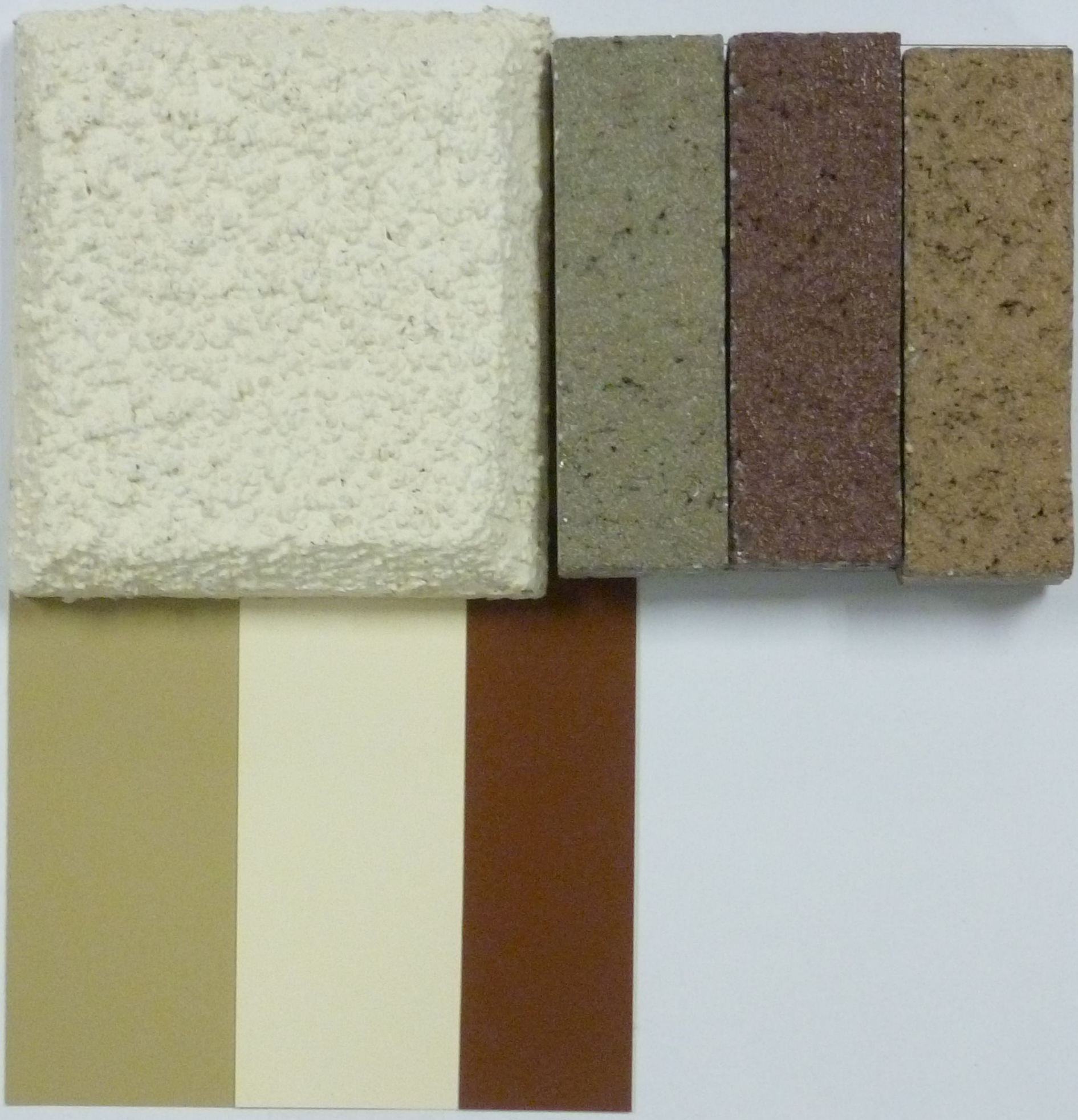
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COTTAGE

SCHEME # 4



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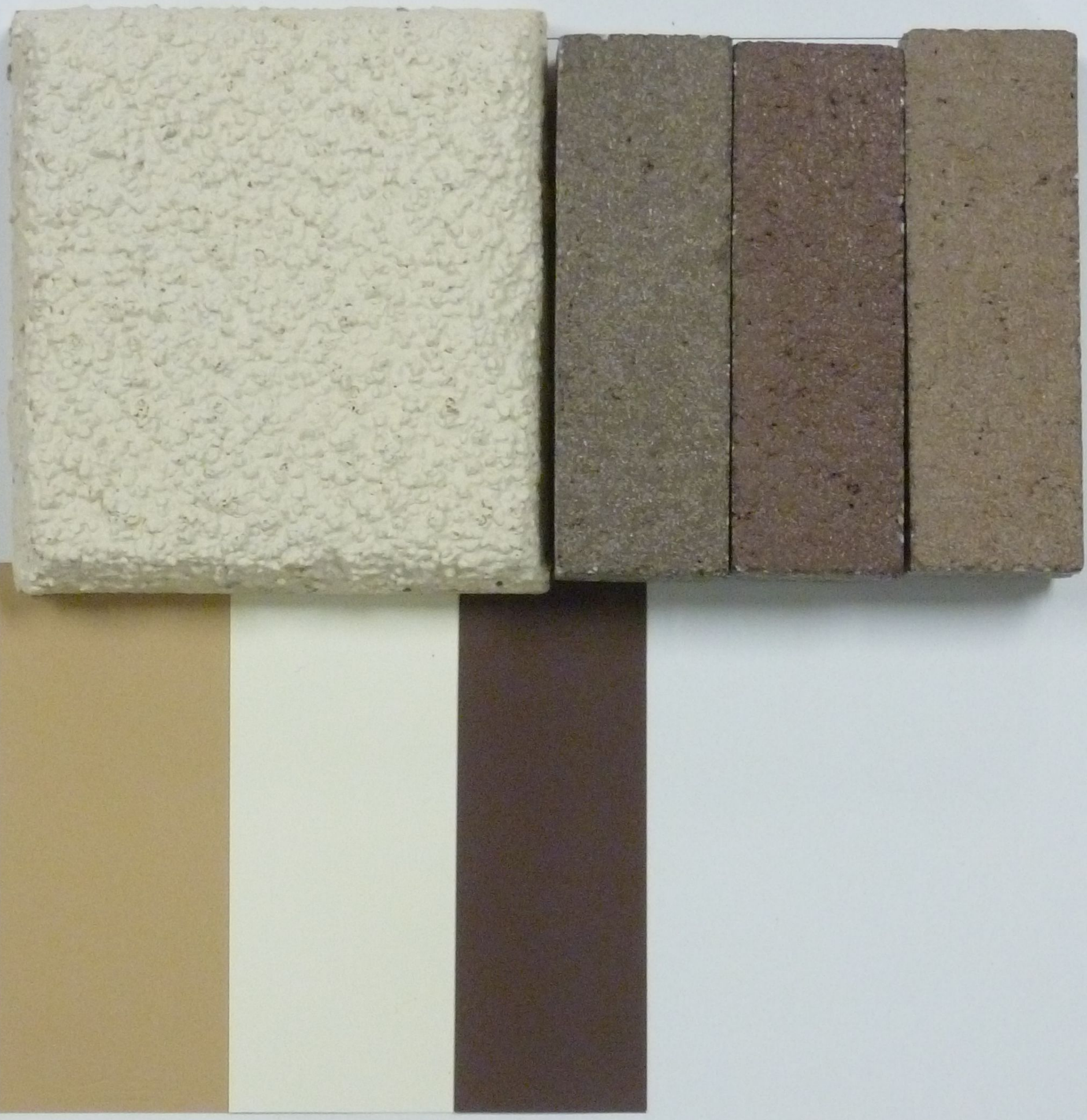
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SCHEME # 5



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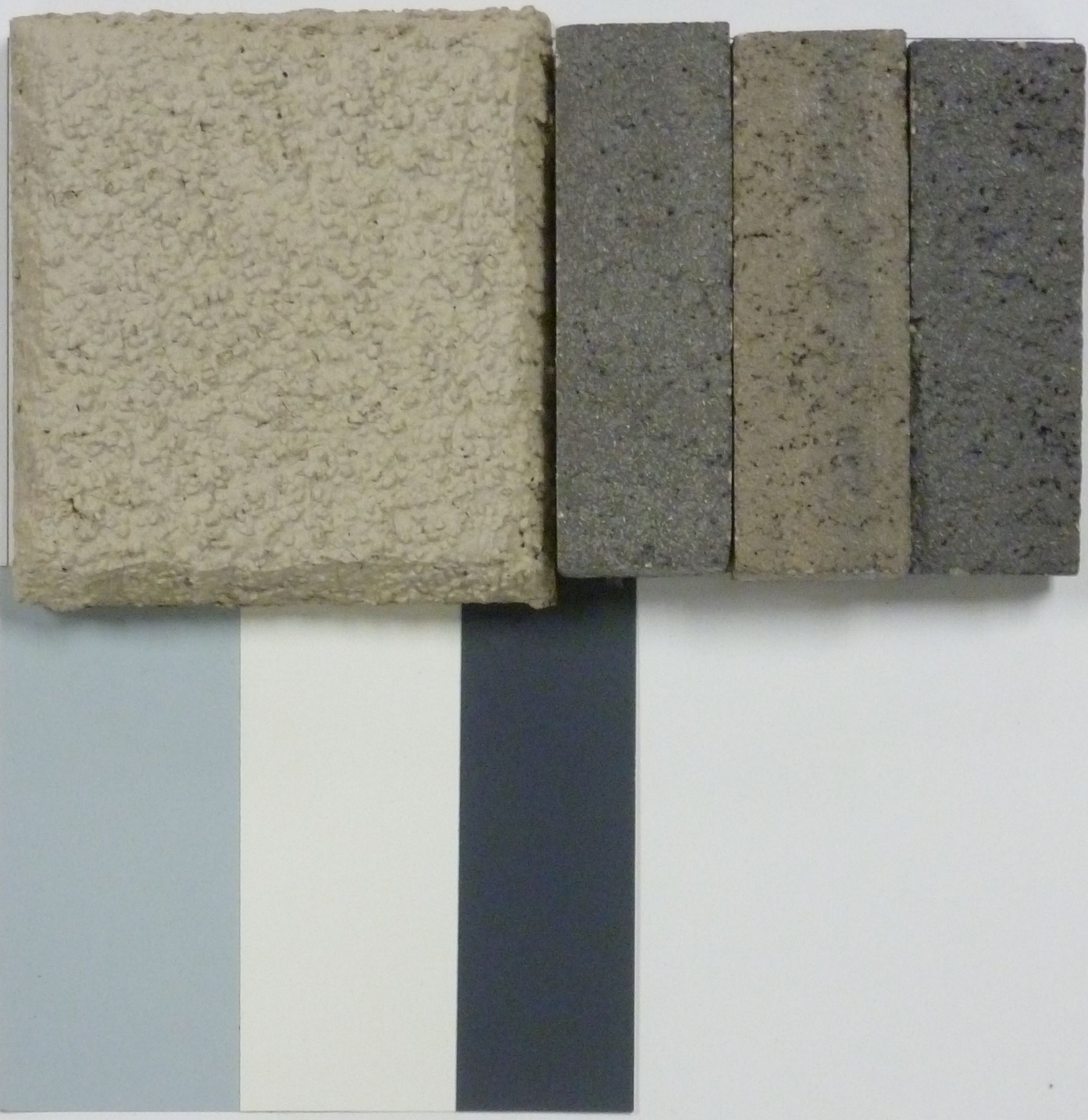
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SCHEME # 6



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NORMANDY

SCHEME # 7



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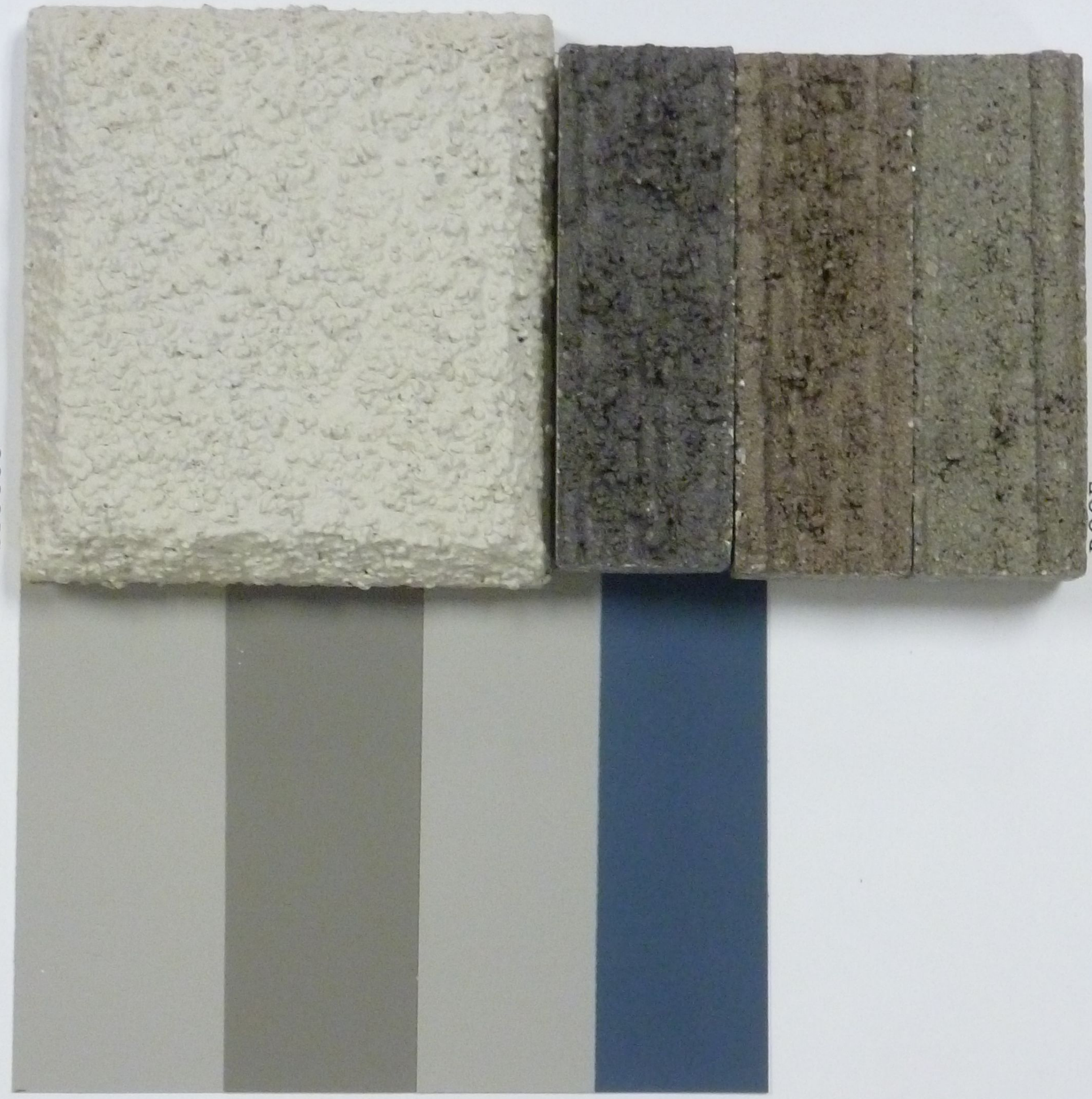
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NORMANDY

SCHEME # 8



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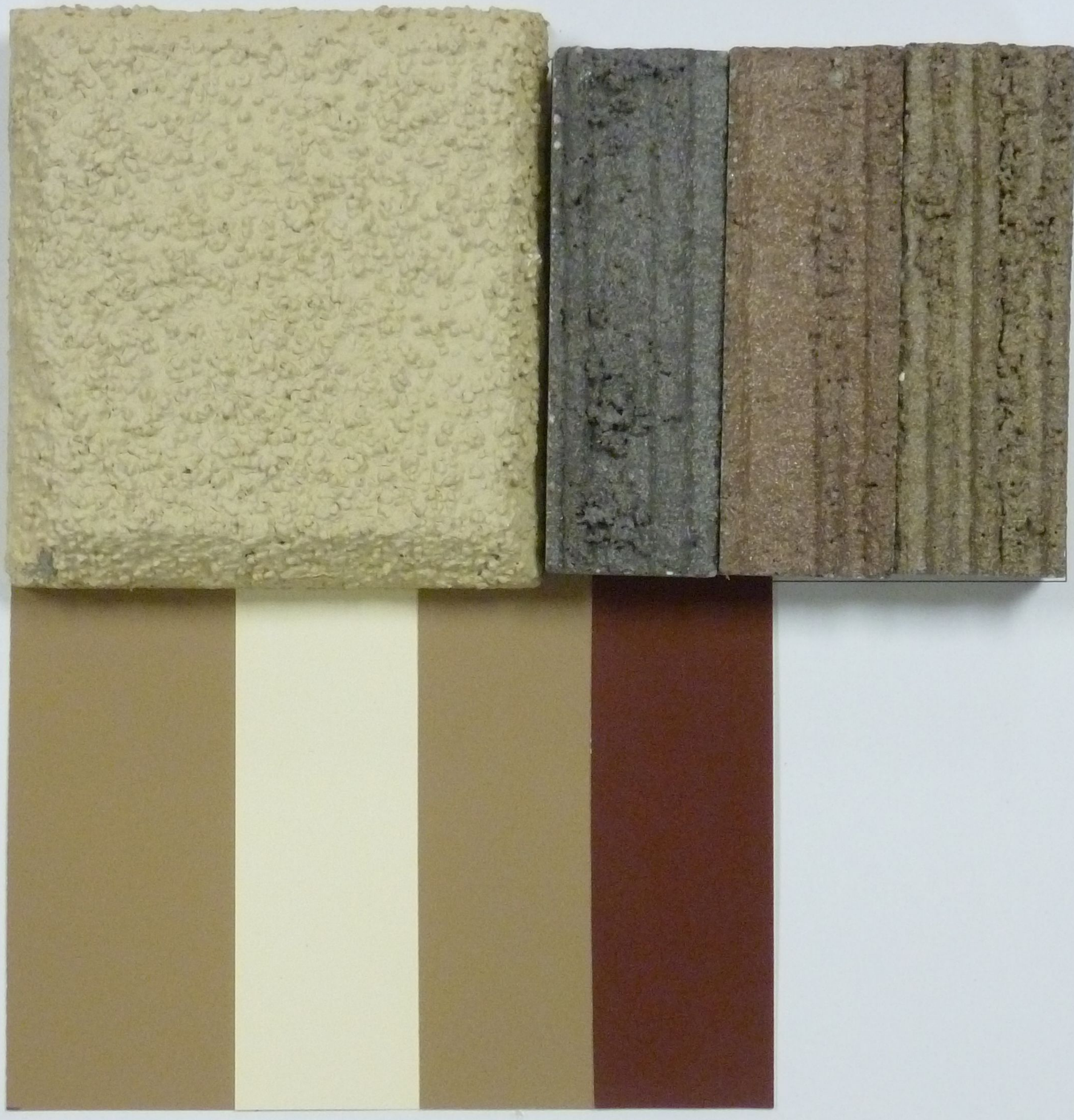
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NORMANDY

SCHEME # 9



STUCCO

ROOF

SIDING

FASCIA / TRIM

GARAGE DOOR

FRONT DOOR/
SHUTTERS

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OLD PASADENA

SCHEME # 1



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A HIGHER MEASURE OF HOME

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OLD PASADENA

SCHEME # 2



STUCCO

ROOF

FASCIA / GARAGE

TRIM

FRONT DOOR/
SHUTTERS

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OLD PASADENA

SCHEME # 3



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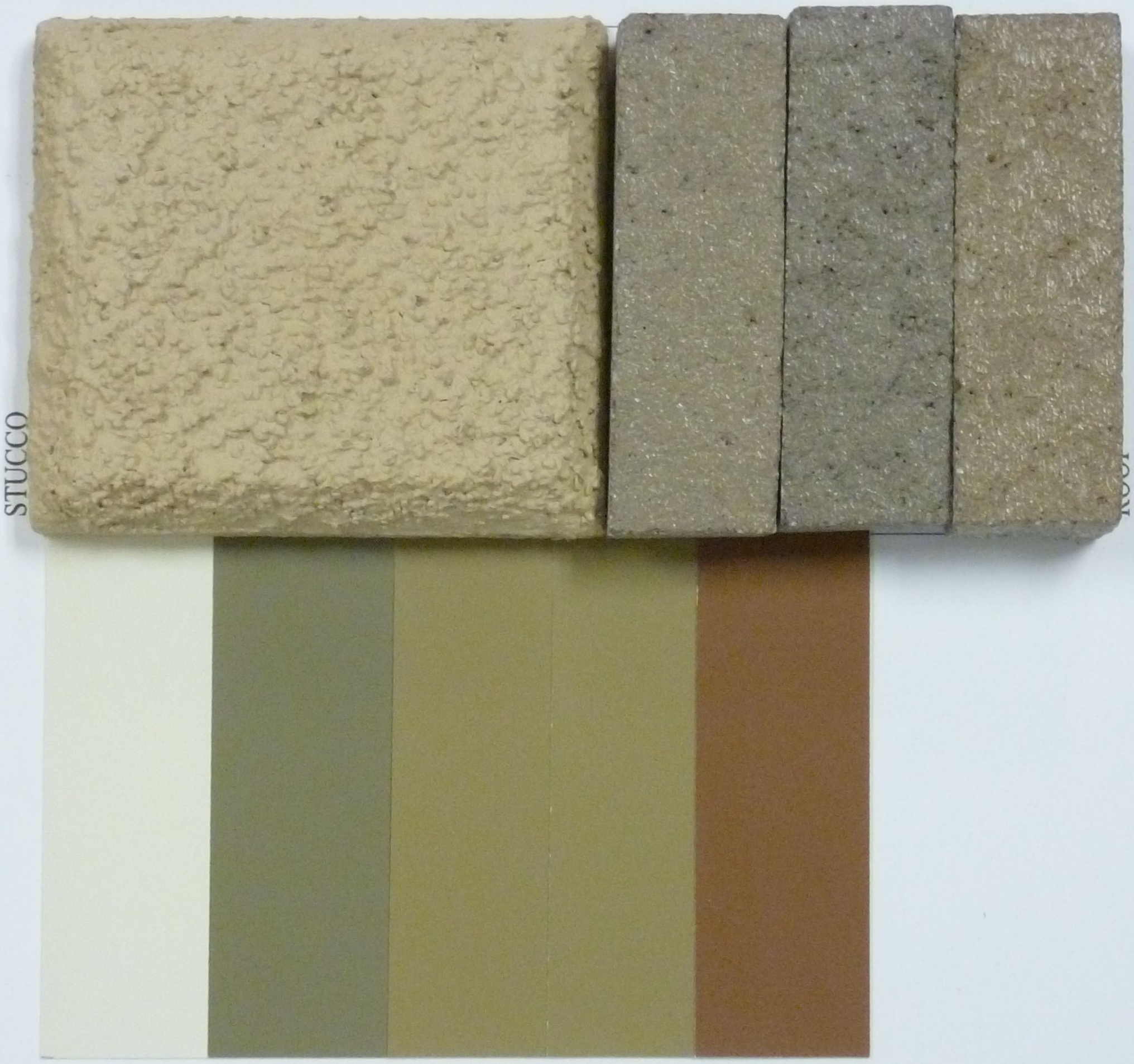
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CALIFORNIA BUNGALOW

SCHEME # 4



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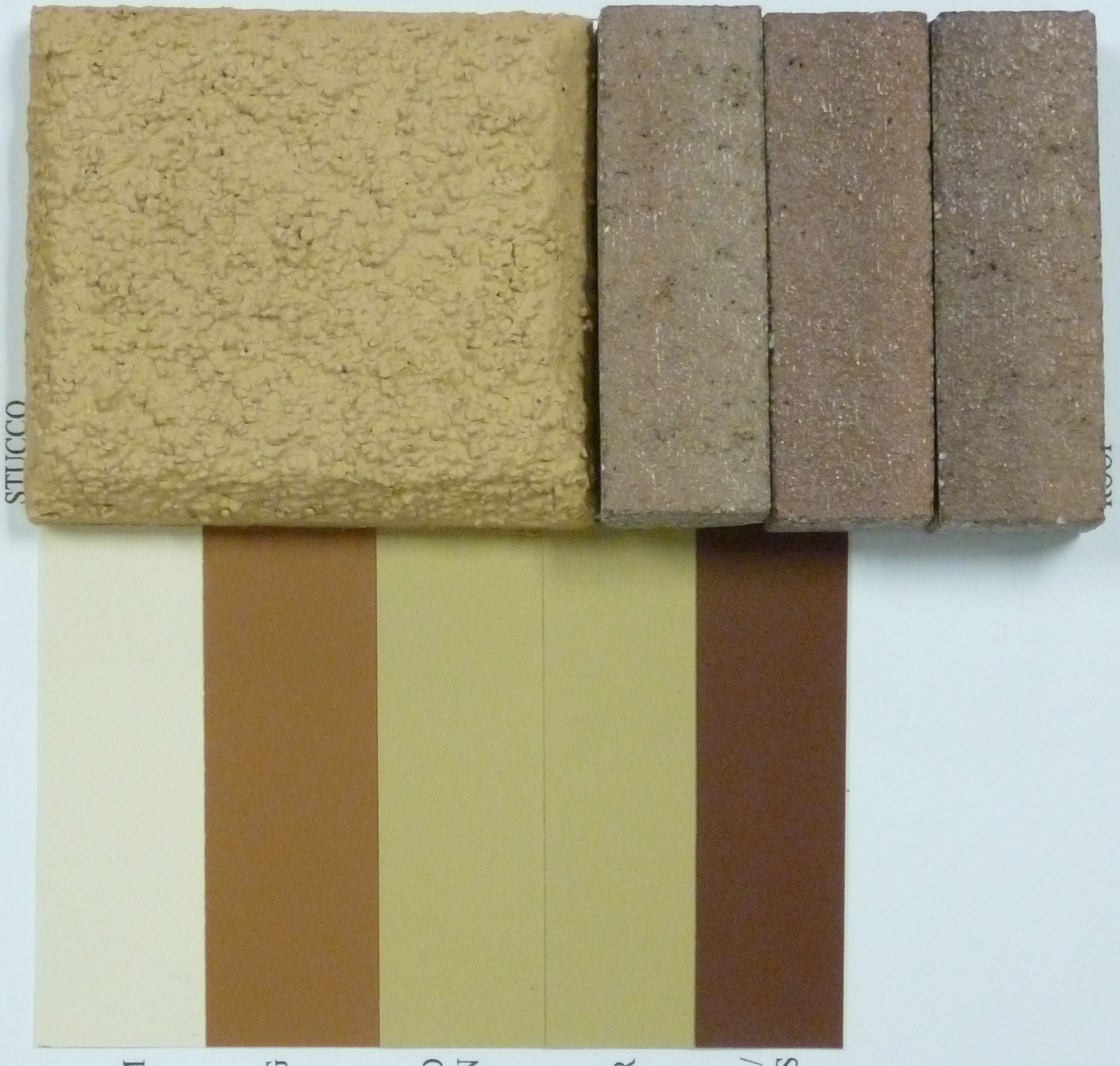
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CALIFORNIA BUNGALOW

SCHEME # 5



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CALIFORNIA BUNGALOW

SCHEME # 6



Beazer Homes

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CRAFTSMAN

SCHEME # 7



Beazer Homes

Job #: 13087
Date: July 14, 2014

BUNGALOWS II

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CRAFTSMAN

SCHEME # 8



Beazer Homes
A HIGHER MEASURE OF HOME

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BUNGALOWS II

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CRAFTSMAN

SCHEME # 9



Beazer Homes

Job #: 13087
Date: July 14, 2014

BUNGALOWS II
RANCHO CORDOVA, CA

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EARLY CALIFORNIA

SCHEME # 1



Beazer Homes

Job #: 13087
Date: July 14, 2014

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EARLY CALIFORNIA

SCHEME # 2



Beazer Homes
A HIGHER MEASURE OF HOME

Job #: 13087
Date: July 14, 2014

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EARLY CALIFORNIA

SCHEME # 3



STUCCO

ROOF

FASCIA / GARAGE

TRIM

FRONT DOOR/
SHUTTERS

Beazer Homes

Job #: 13087
Date: July 14, 2014

BUNGALOWS II
RANCHO CORDOVA, CA

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		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
General Conditions					
1.	Major design review amendment to allow construction in Capital Village Phases III and IV consistent with the Approved Project Plans (**Exhibit A**) dated stamped September 19, 2014 with the conditions herein, for project number DD8535.	Project Description	On-Going	Planning	
2.	This project shall also comply with all applicable Capital Village Specific Plan requirements outlined in Ordinance 07-2005 and Resolution 35-2005. While this project only includes Phase III and Phase IV of the entire plan, it is subject to the conditions and mitigation measures of the original approval.	Capital Village Specific Plan	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
5.	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	General	On-Going	Finance	

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	your account with the City.				
6.	If temporary signs, banners and other signage displays are needed for the sale of units, a temporary use permits may be needed for placement and display.	Signage	On-Going	Planning	
7.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage.	Construction	On-Going	Public Works	
8.	Sales trailers and related facilities may be added with the issuance of a temporary use permit after completion of the subdivision improvements.	Construction	On-Going	Planning/Building	
Prior to Issuance of Building Permits					
9.	The homes shall be reviewed for architectural consistency with the approved plans and approved by the Planning Director.	General	Prior to Building Permit	Planning	
10.	Each phase of the development will be reviewed and approved before each proposed phase according to the following: § Homes with identical floor plans shall not be located next to each other unless they have different facades elevations and different color schemes – such units should appear substantially different in design. § Streetscapes on both sides of streets shall include a mixture of floor plans and facades. On parcels with a side lot line adjacent to a street right-of-way, the floor plan shall be oriented so that a façade containing windows and trim details faces the street. § City staff shall review and approve either a pre-plotting plan for Phase 3 and 4 or individual plot plans for each dwelling.	Architectural	Prior to Building Permit	Planning	
11.	The revised ”Fusion” design is approved for all lots zoned Townhome District in accordance with the approval criteria listed below. The approval criteria shall be used for each phase:	Architectural	Prior to Building Permit	Planning	

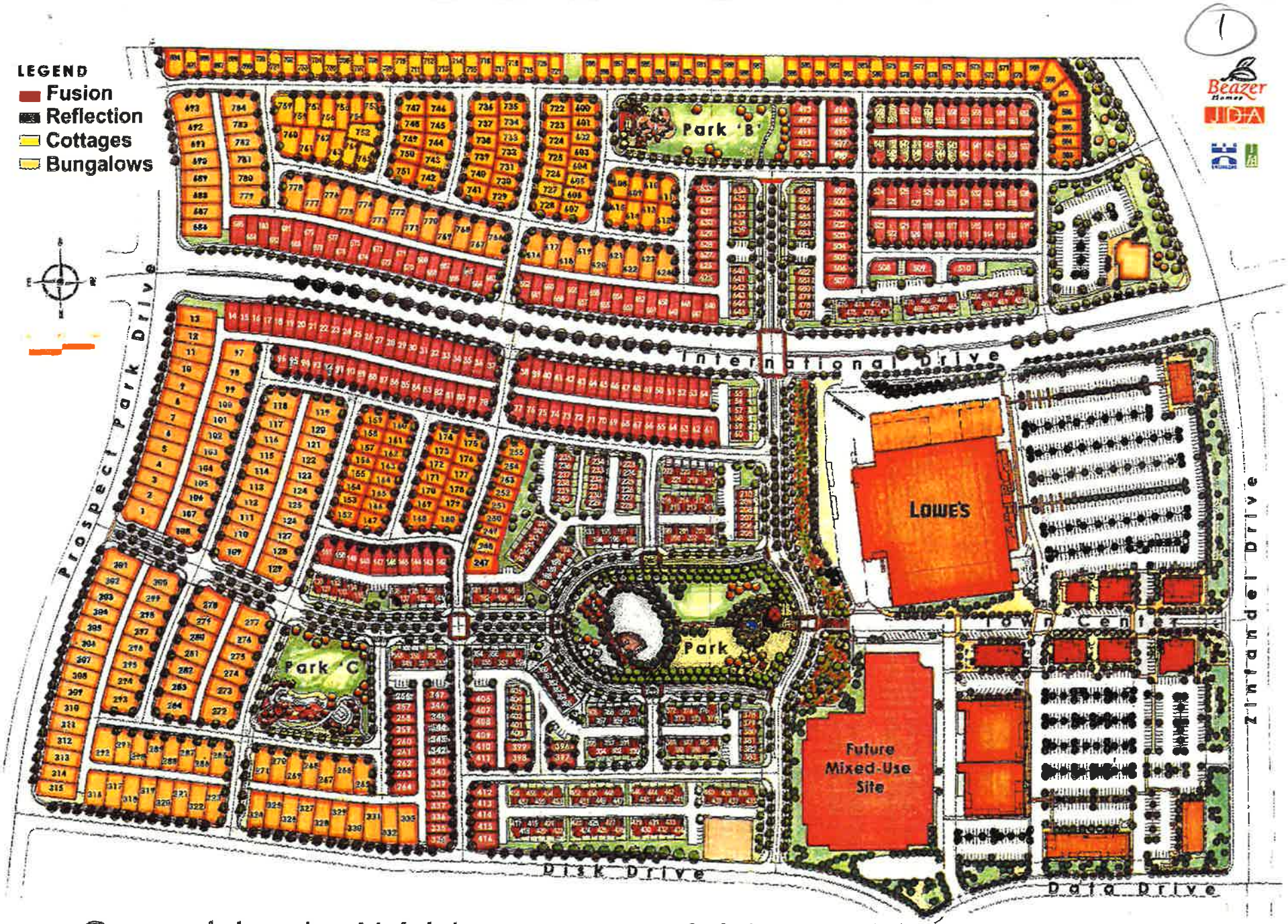
		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
	• Measures shall be implemented to reduce noise and visual impact from the air conditioning units. Measures must be approved by the Planning Director and include: o Installing noise reduction "hoods" to dampen the noise from the air conditioning units. o Construction of a low screen wall surrounding the air conditioning units o Planting landscaping to provide additional screening. • All air conditioning units throughout the project shall be screened from view by a low screen wall (at a minimum).				
12.	Each plot plan identifies a location to store garbage cans that is screened from public view and that has adequate and unobstructed pathway access to garbage pickup locations.	Architectural	Prior to Building Permit	Planning	
13.	An overall landscape planting plan shall be provided that includes: § Street trees shall be incorporated into the landscape plans where required by the Capital Village SPA. Not required where street trees are provided in a landscape area adjacent to International Drive. § Locations for trash and recycling bins shall be provided and screened as required by the Capital Village SPA. § Pavers, concrete or other hard surface, as approved by the Planning Director will be added to accommodate the movement of trash bins between the back yard of each unit and the alley. § The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect. Final plans would show exact locations and irrigation for trees, shrubs, and ground cover consistent with plants listed in RCMC 22.180.080.	Landscaping	Prior to Building Permit	Planning	
Prior to Certificate of Occupancy					

		Category	Timing/ Implementation	Enforcement/ Monitoring	Verification (date & Signature)
14.	An inspection of the finished buildings, colors and site amenities shall be conducted by the Planning Director. This review shall be based on the approved design booklet (as amended), including installation of all façades detailed on all four elevations of the proposed homes.	General	Prior to Certificate of Occupancy	Planning	
15.	During and upon completion of the installation of the landscaping for the project, the project landscape architect/designer shall certify that the installed landscape complies with the approved plans.	Landscaping	Prior to Issuance of Construction Permits	Planning/Public Works	
16.	Internally illuminated address numbers shall be displayed on all residential units within the project site. The following standards shall apply: • The house number shall be displayed on the closest architectural element facing the street. • Address numbers shall be a minimum of four inches in height. • The internally illuminated numbers shall be from a common electrical source using low-voltage electrical current. • The numbers shall be from the same manufacturer and with the same model number used on each residential unit. • Instructions on how to change the bulb should be provided to the homeowner.	Lighting	Prior to Certificate of Occupancy	Planning	
17.	Prior to final inspection for occupancy, the developer must indicate how the terms of the Development Agreement have been satisfied. While Phase III and IV may not result in the completion of the entire Capital Village project, its approval and maintenance is subject to the provisions of the original Development Agreement and environmental review.	Development Agreement	Prior Issuance of Certificate of Occupancy	Planning/Finance/Public Works/CRPD	

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. (Metro Fire)
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. (Metro Fire)
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 PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
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).
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.



Capital Village - Site Illustrative

City of Rancho Cordova, California


BEAZER HOMES
CAPITAL VILLAGE
NEW TOWNHOME PHASING MAP
11/17/07
COMPLETED HOMES
NEW DESIGN
BROWNSTONES MODELS
BUNGALOWS MODELS
VILLAS MODELS
PHS 1
PHS 2
PHS 3
PHS 4
PHS 5
PHS 6
PHS 7
PHS 8
PHS 9
PHS 10
PHS 11
PHS 12

PLAN 1065

2 Bedroom ~ 2 Bath ~ 2 Car Garage
Approximately 1,065 Square Feet



PLAN 1311

2 Bedroom ~ 2 Bath ~ 2 Car Garage
Approximately 1,311 Square Feet



PLAN 1658

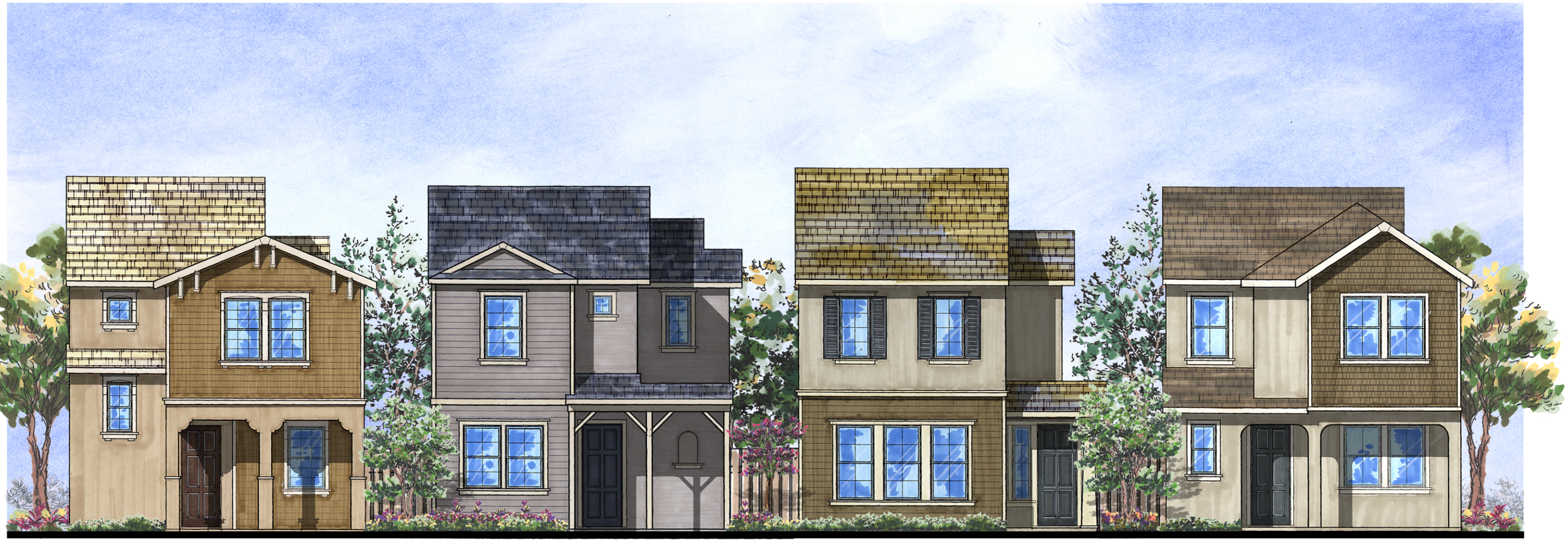
3 Bedroom ~ 3 Bath ~ 2 Car Garage
Approximately 1,658 Square Feet



CAPITAL VILLAGE

Beazer Homes

Rancho Cordova, CA



Conceptual Streetscape

28x68 Alley Product

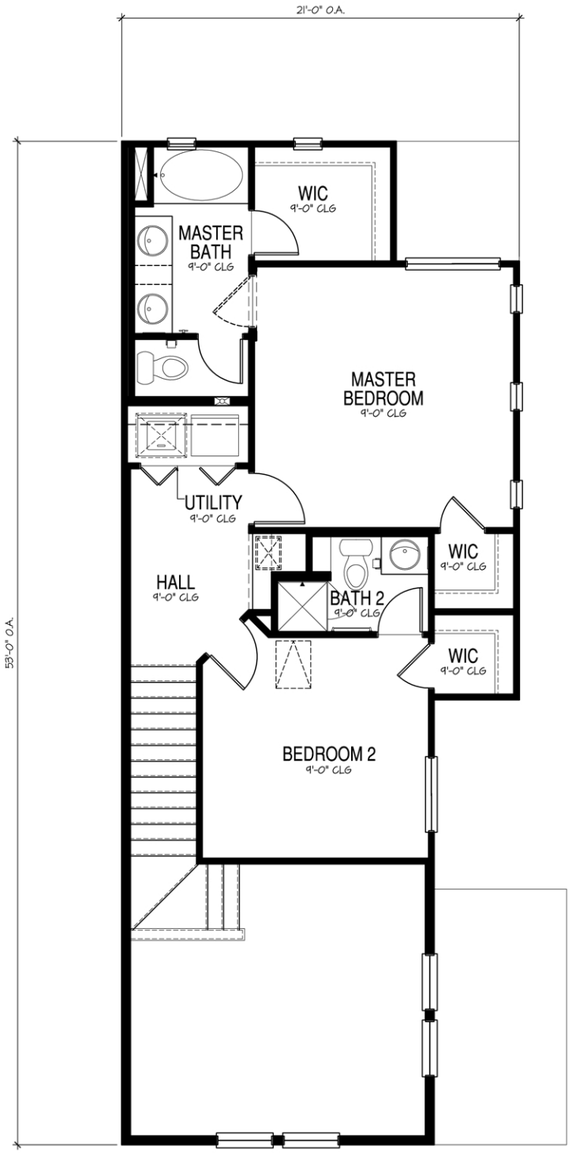
Beazer Homes

bsbdesign.com

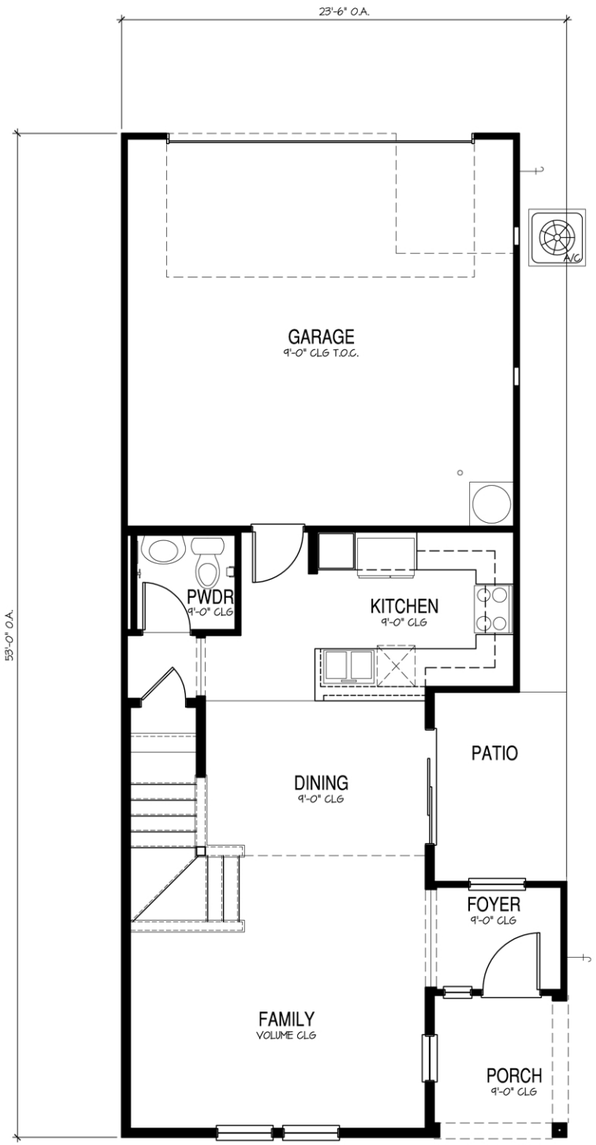
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upper floor



main floor

SQUARE FOOTAGES	
PLAN 1	
MAIN FLOOR	614
UPPER FLOOR	686
SUBTOTAL	**1300**
GARAGE	435
TOTAL	**1735**
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 1 - floor plans

28x68 Alley Product

Beazer Homes

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italianate

Plan 1B front elevation

Beazer Homes

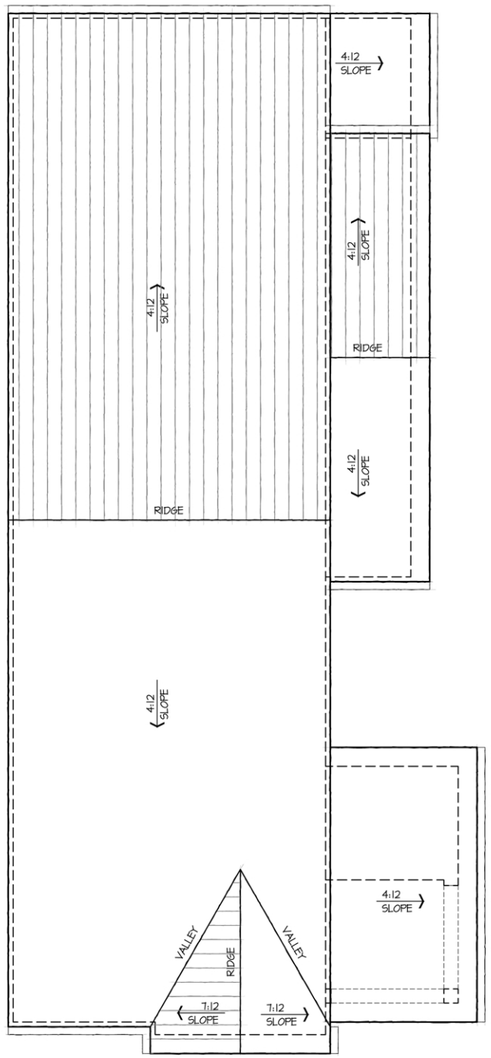
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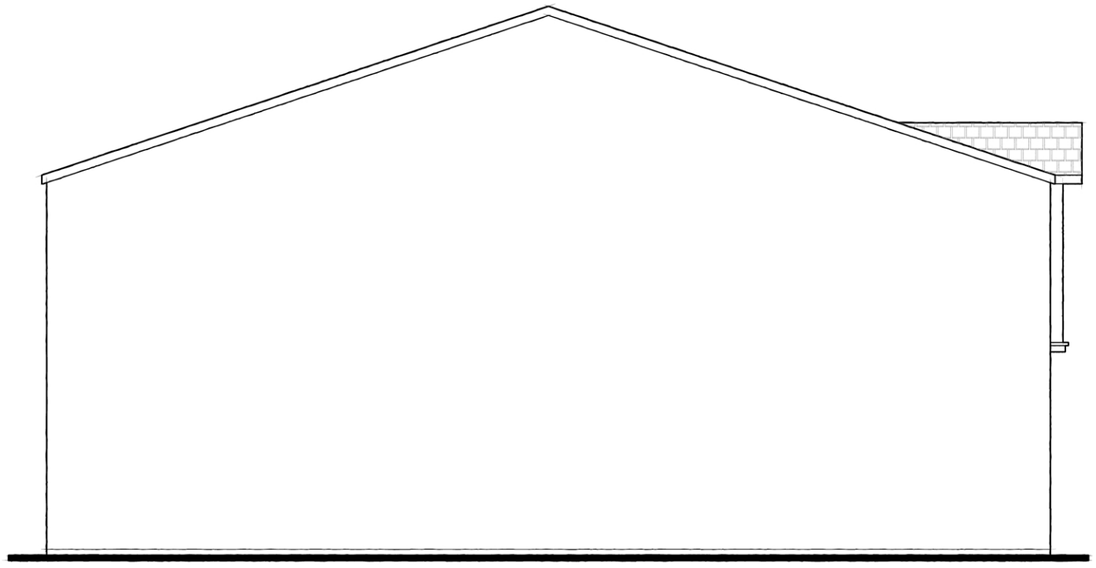
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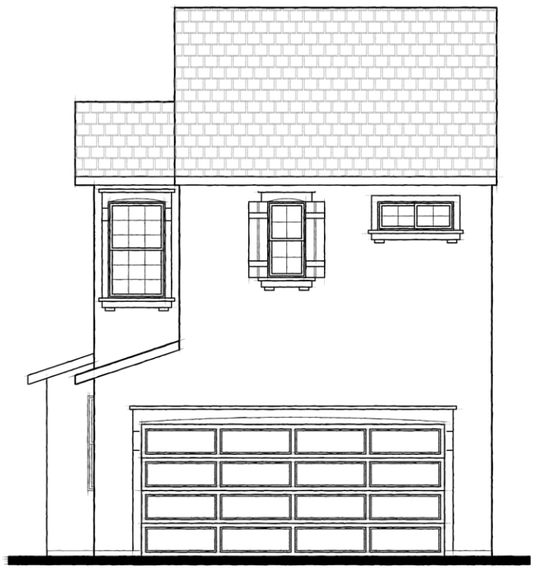
roof plan



right



left



rear

Plan 1B elevations and roof plan

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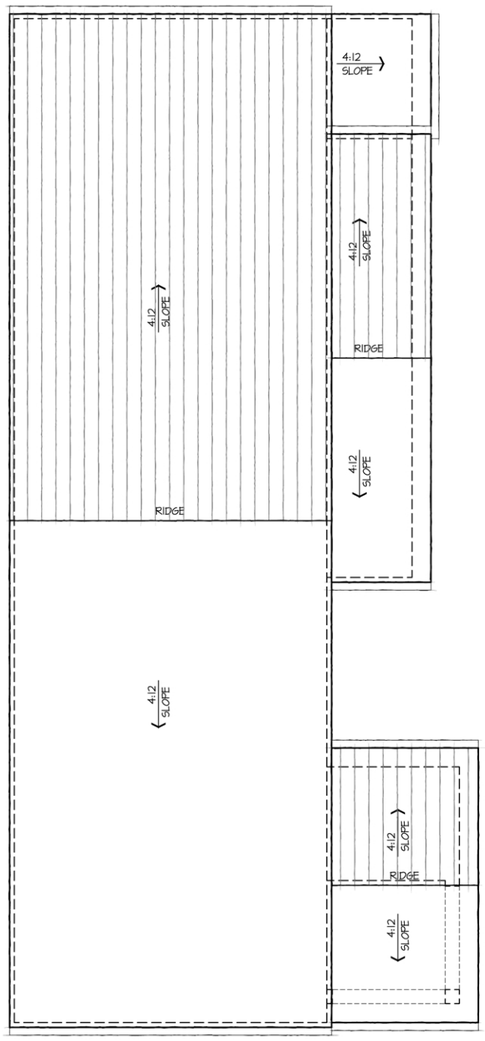
Plan 1C front elevation

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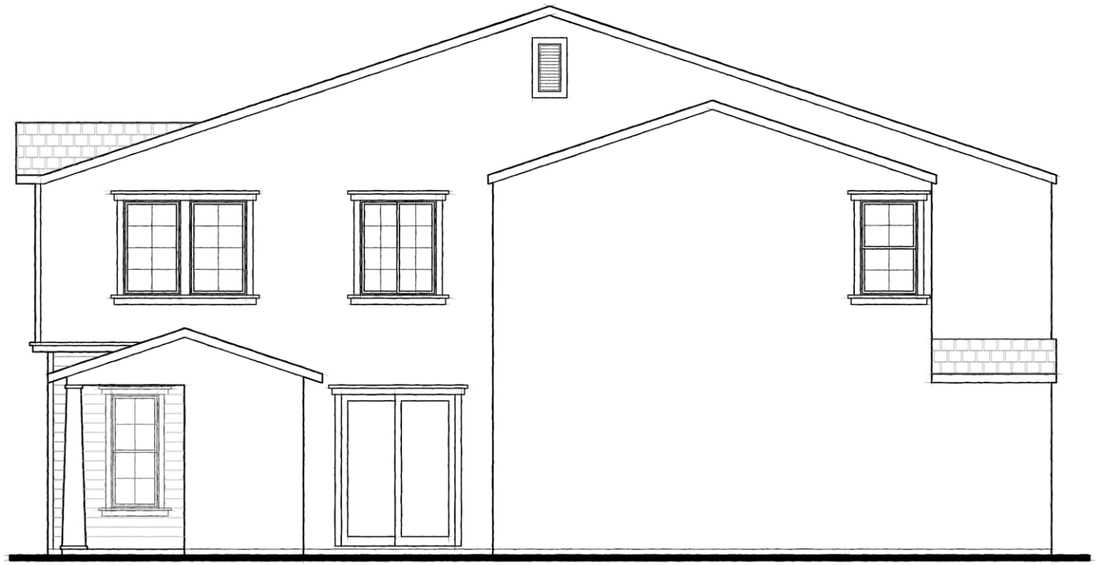
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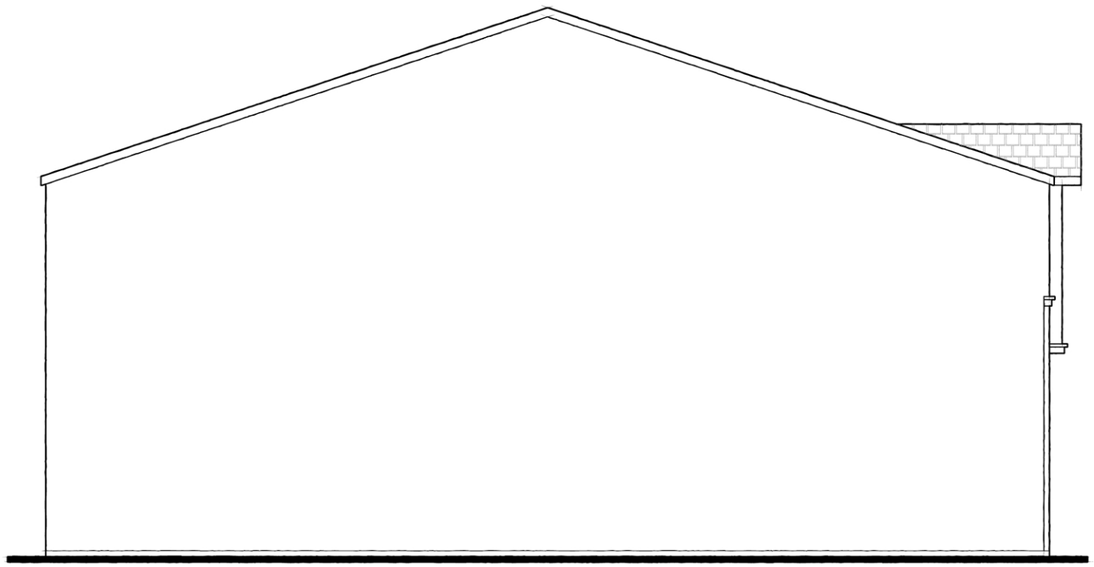
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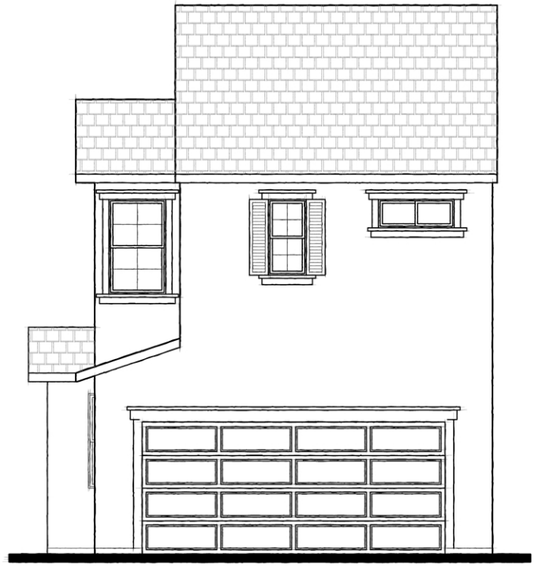
roof plan



right



left



rear

Plan 1C elevations and roof plan

28x68 Alley Product

AGENDA ITEM 17.3

Beazer Homes

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shingle

Plan 1D front elevation

Beazer Homes

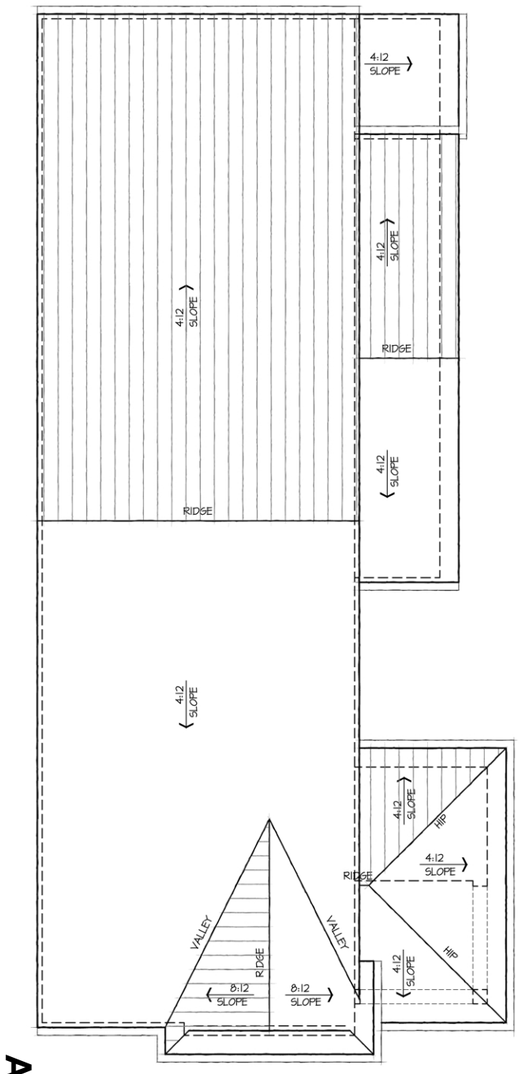
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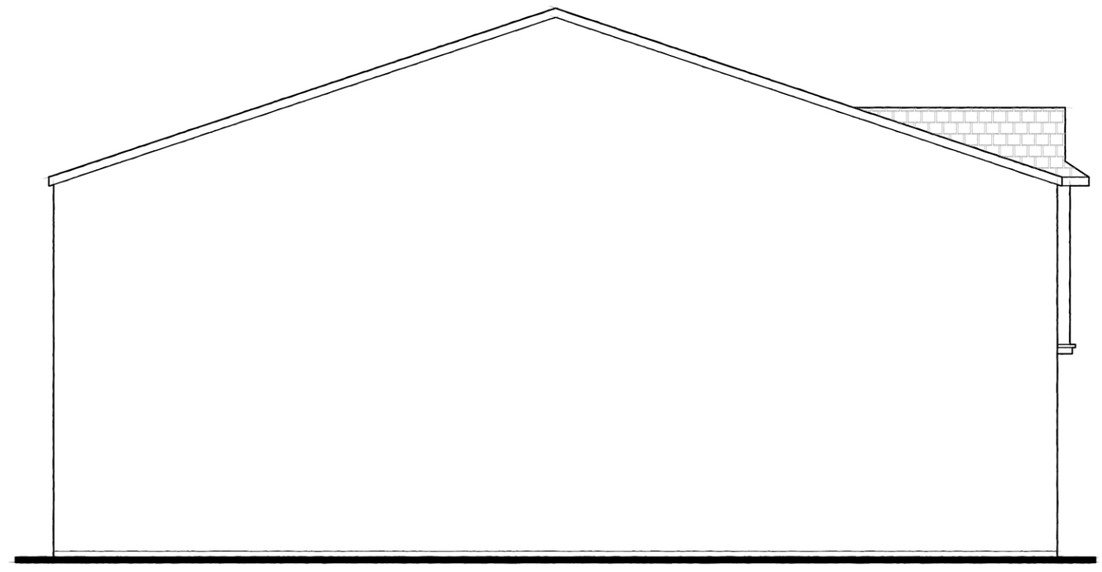
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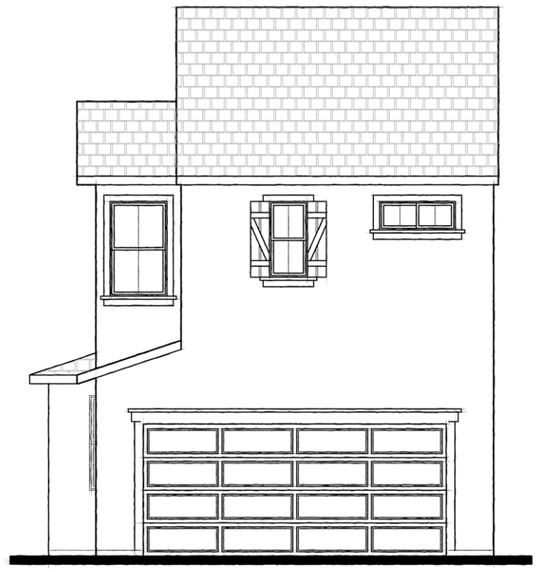
roof plan



right



left



rear

Plan 1D elevations and roof plan

Beazer Homes

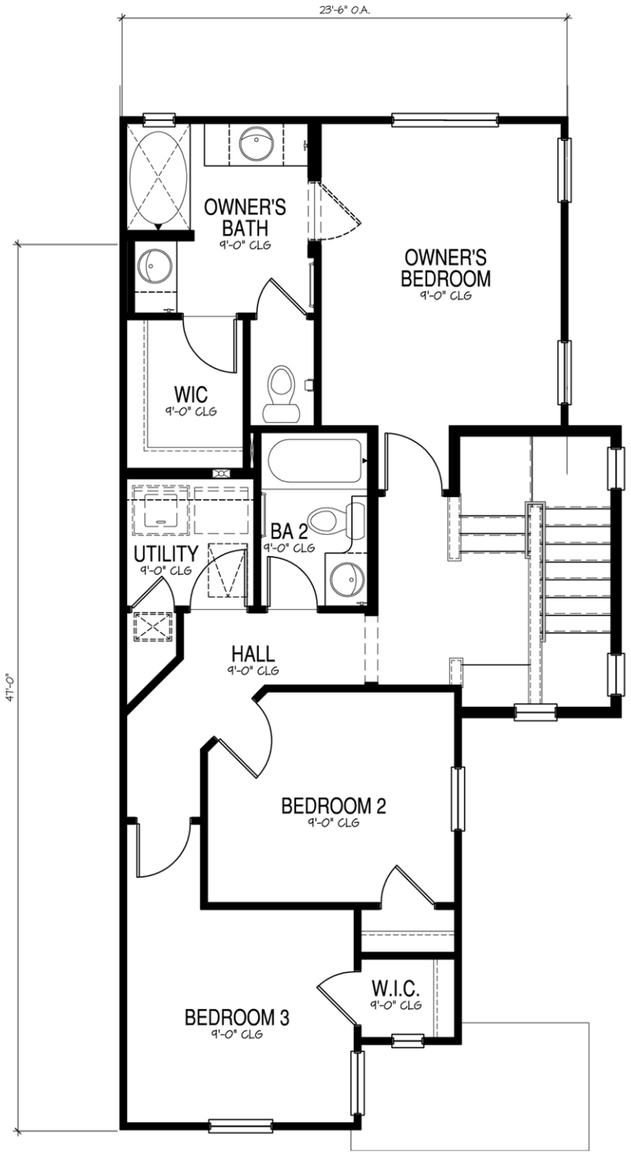
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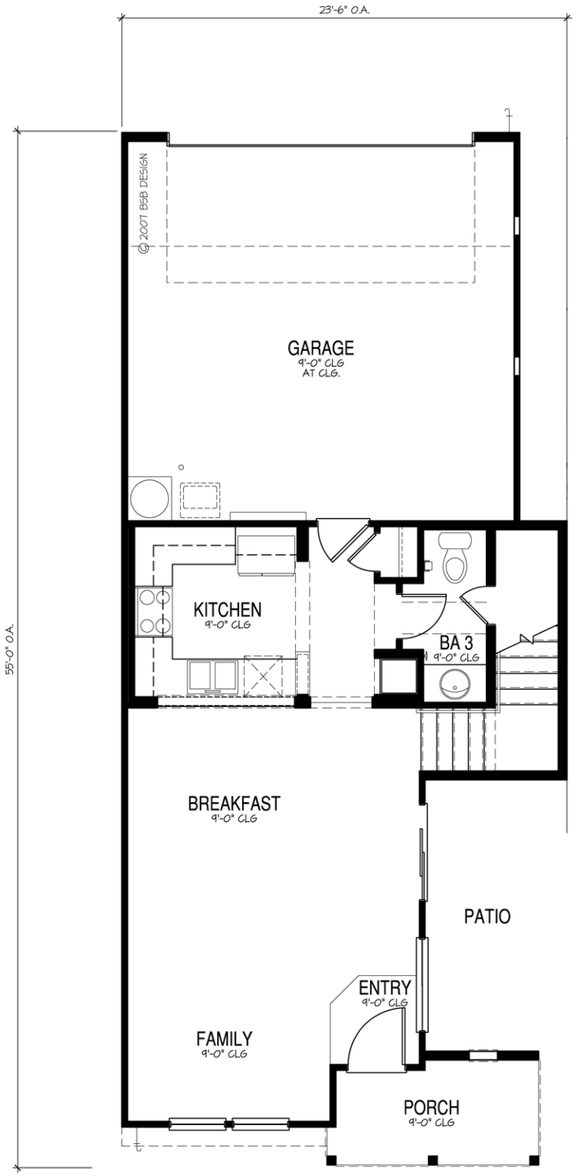
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upper floor



main floor

SQUARE FOOTAGES	
PLAN 2	
MAIN FLOOR	625
UPPER FLOOR	796
SUBTOTAL	**1421**
GARAGE	441
TOTAL	**1862**
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 2 - floor plans

28x68 Alley Product

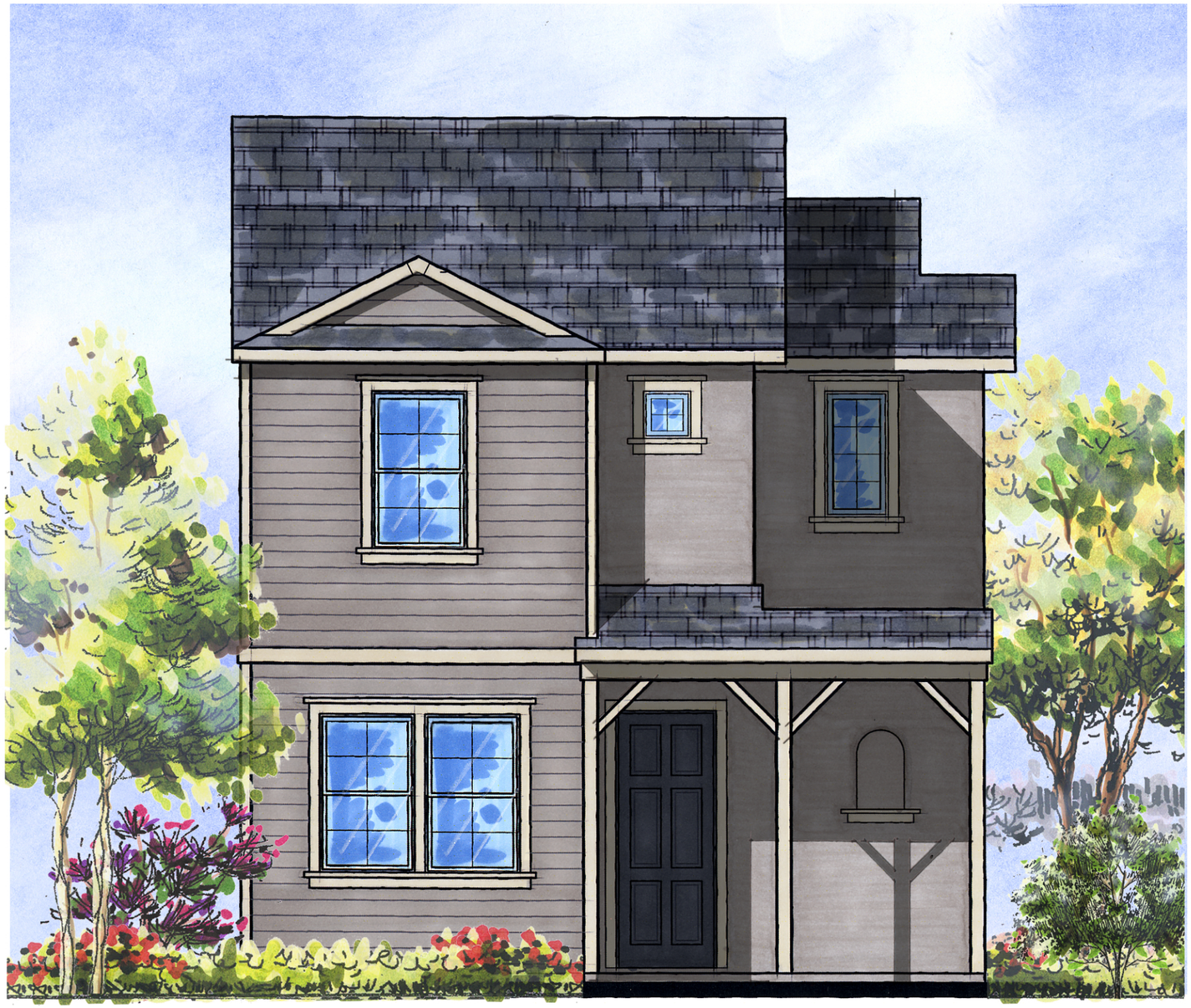
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americana

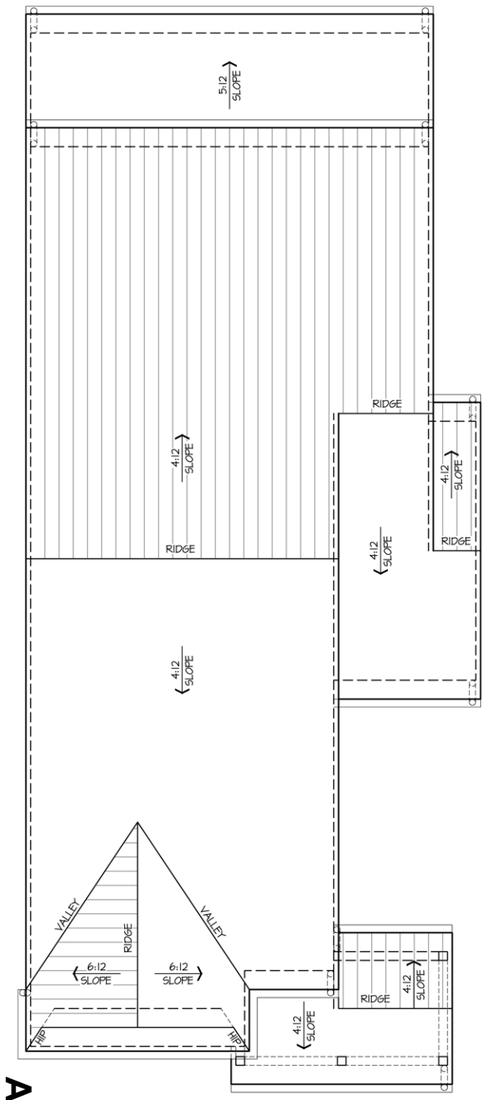
Plan 2A front elevation

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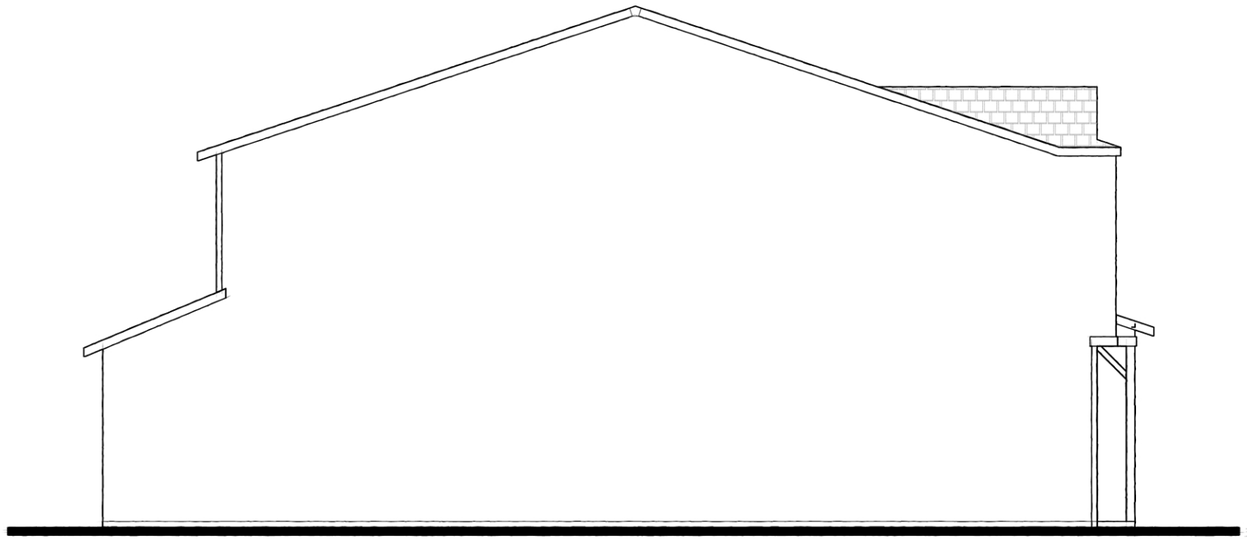
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roof plan



right



left



rear

Plan 2A elevations and roof plan

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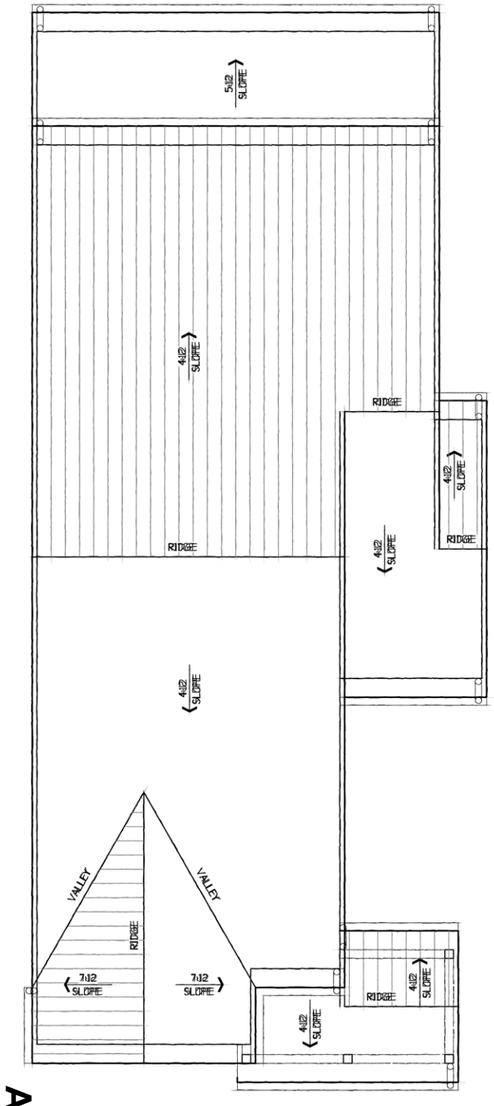
Plan 2C front elevation

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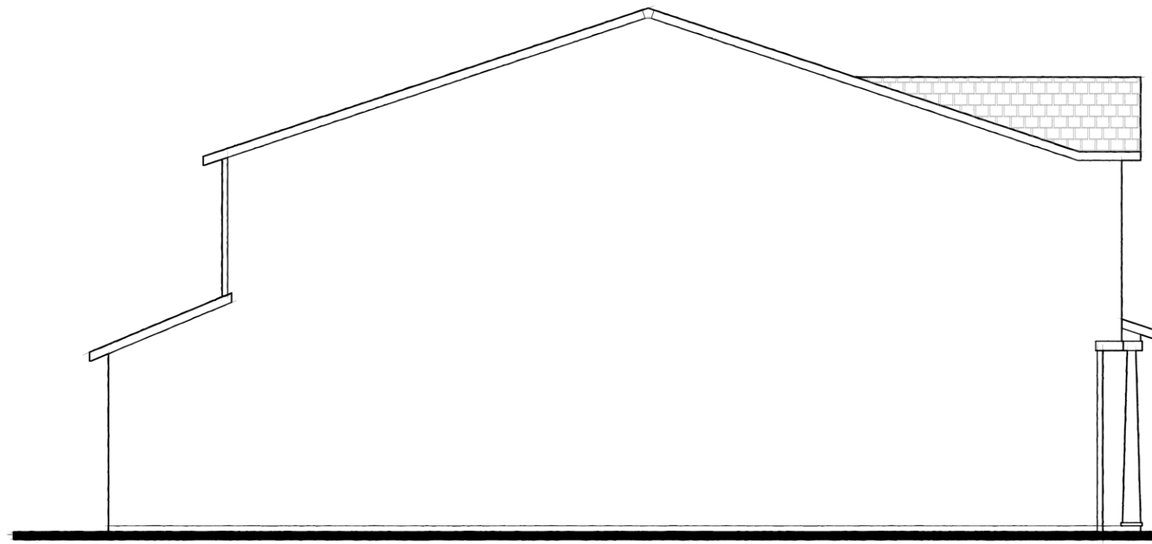
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oof plan



right



left



rear

Plan 2C elevations and roof plan

28x68 Alley Product

AGENDA ITEM 17.3

Beazer Homes

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shingle

Plan 2D front elevation

Beazer Homes

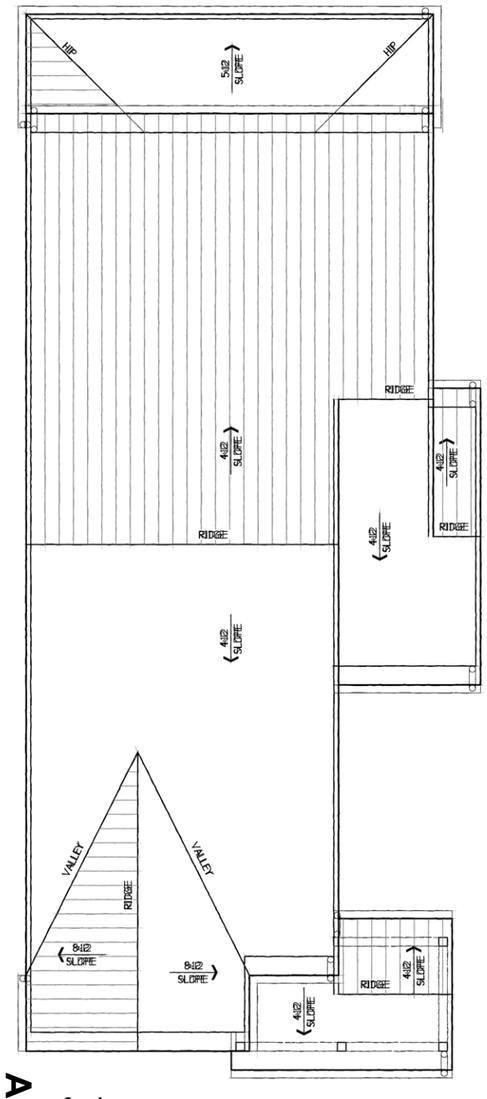
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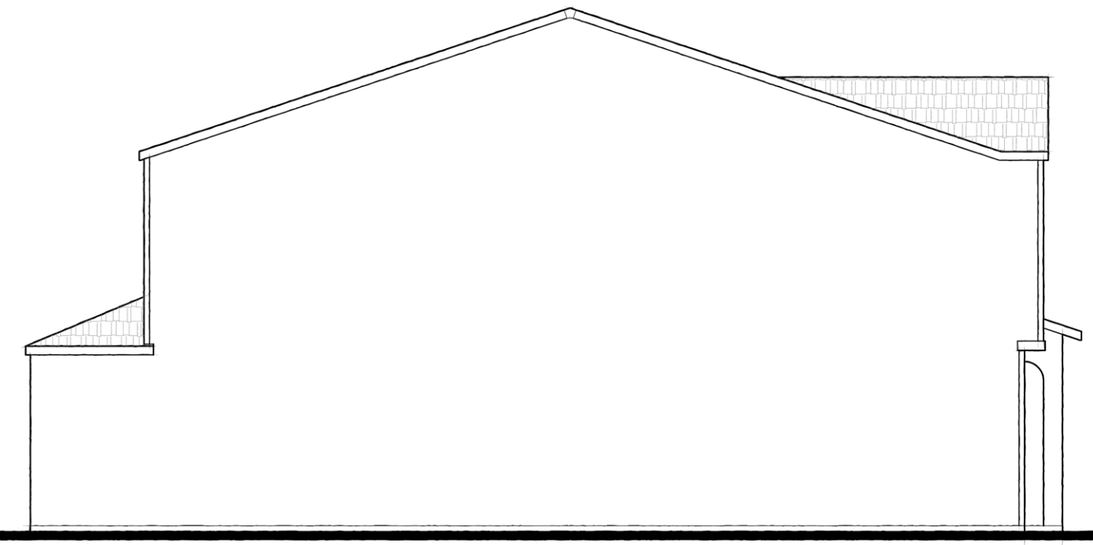
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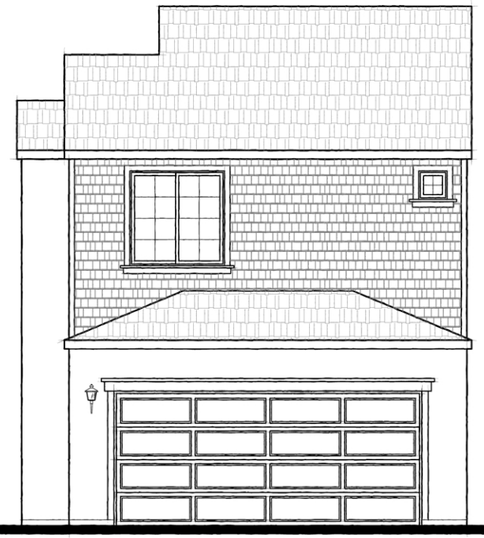
of plan



right



left



rear

Plan 2D elevations and roof plan

Beazer Homes

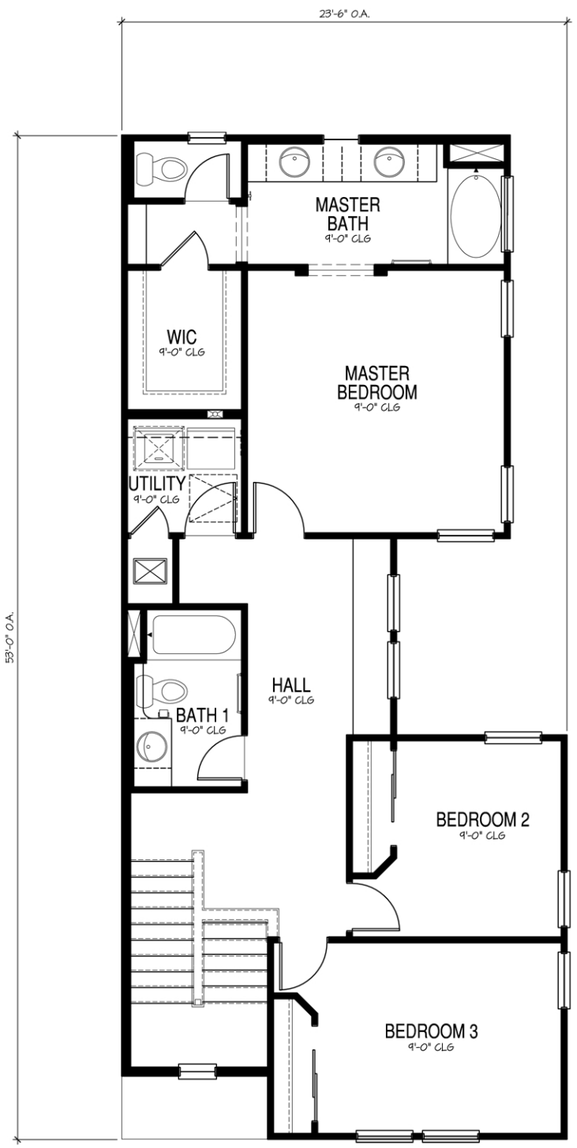
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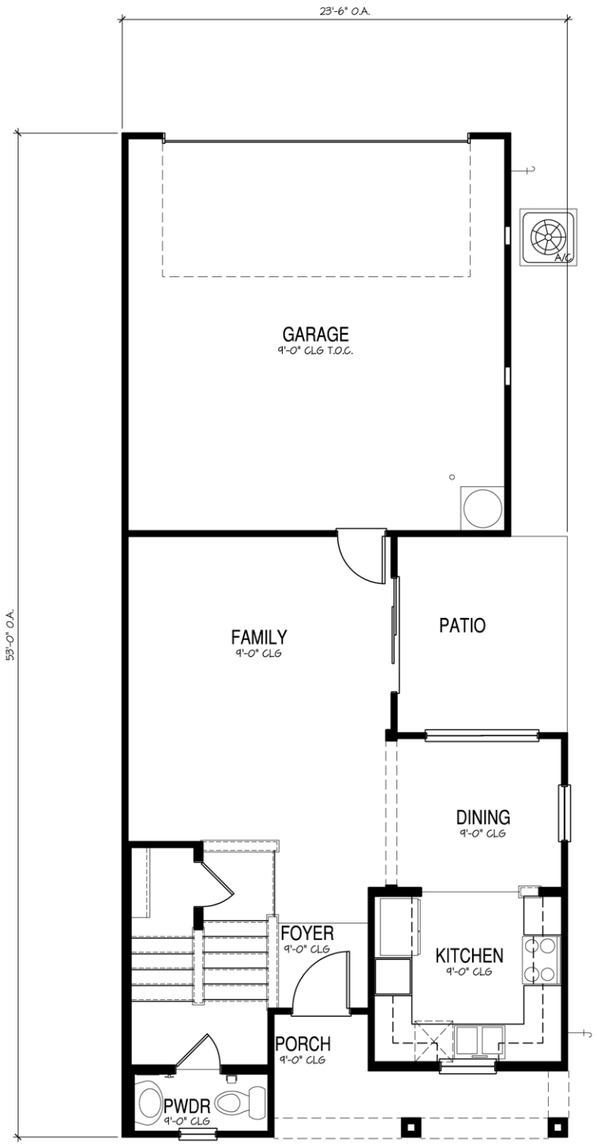
28x68 Alley Product

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BSB DESIGN



upper floor



main floor

SQUARE FOOTAGES	
PLAN 3	
MAIN FLOOR	587
UPPER FLOOR	990
SUBTOTAL	1577
GARAGE	432
TOTAL	2009
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 3 - floor plans

28x68 Alley Product

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations. (i.e. applicable codes, structural and MEP design requirements, unit plan/floor plan changes etc.)

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americana

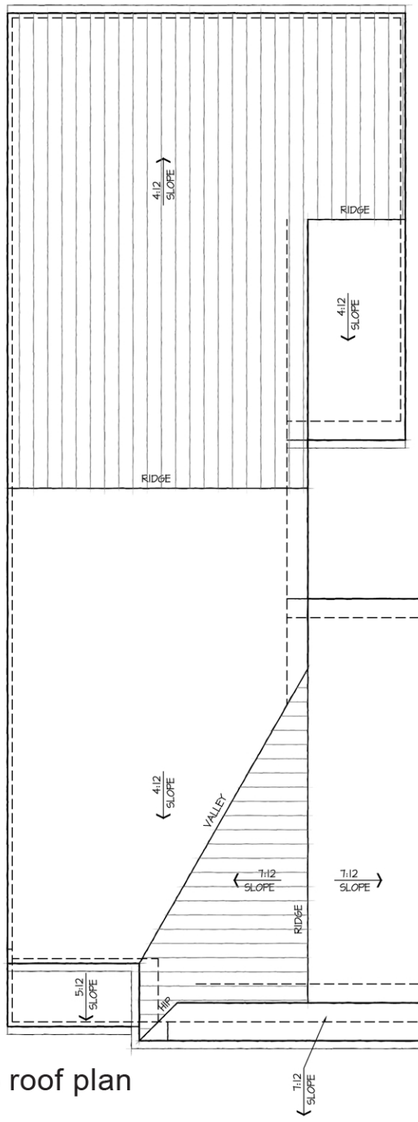
Plan 3A front elevation

28x68 Alley Product

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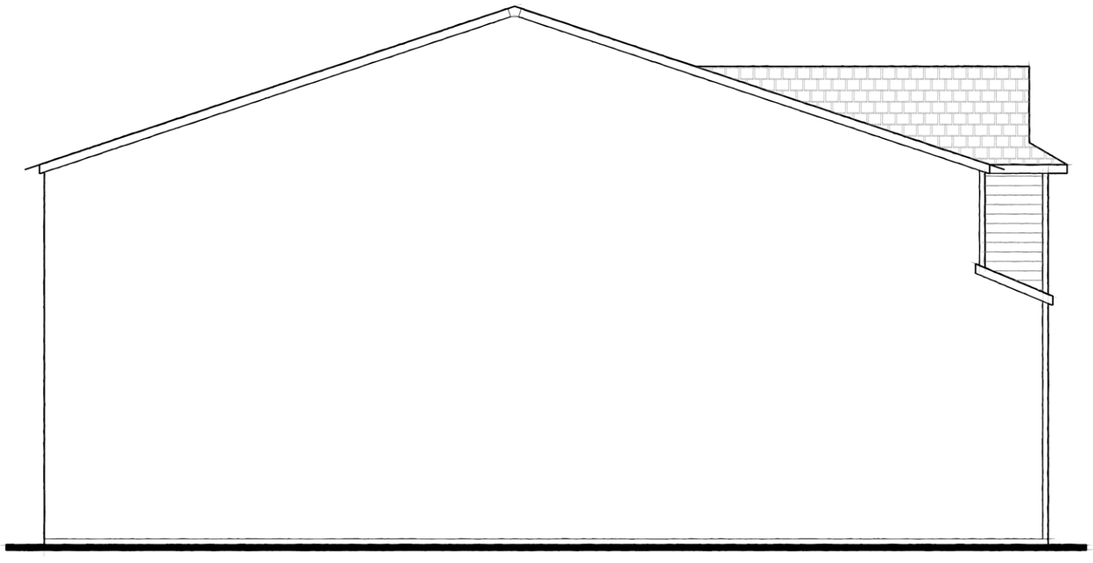
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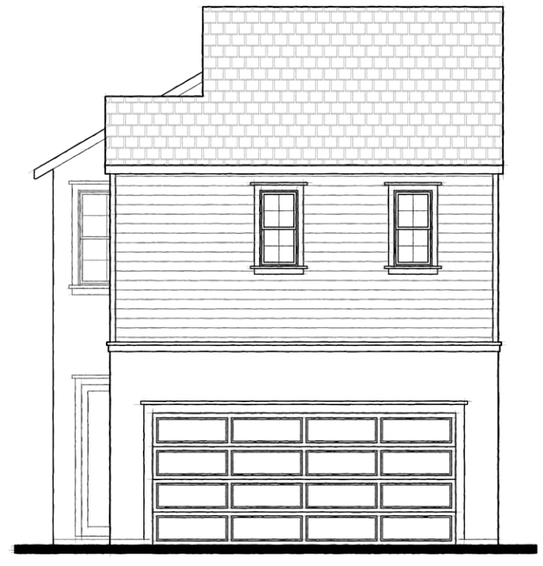
roof plan



right



left



rear

Plan 3A elevations and roof plan

28x68 Alley Product

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italianate

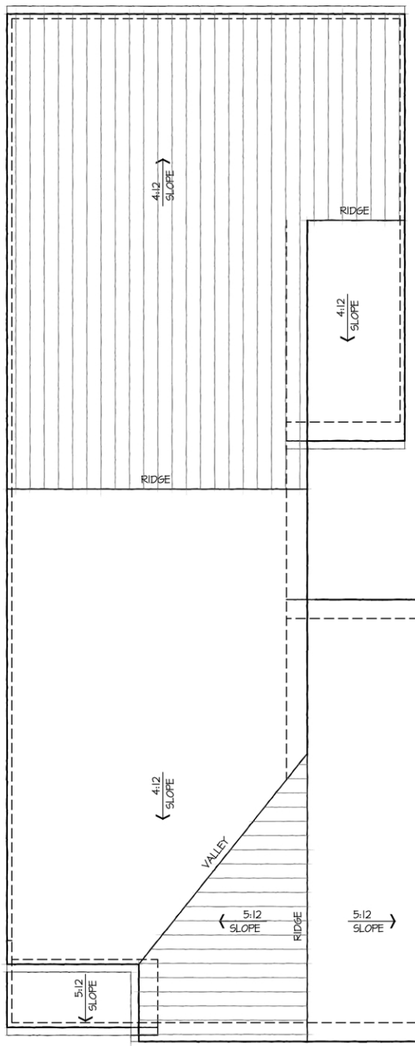
Plan 3B front elevation

28x68 Alley Product

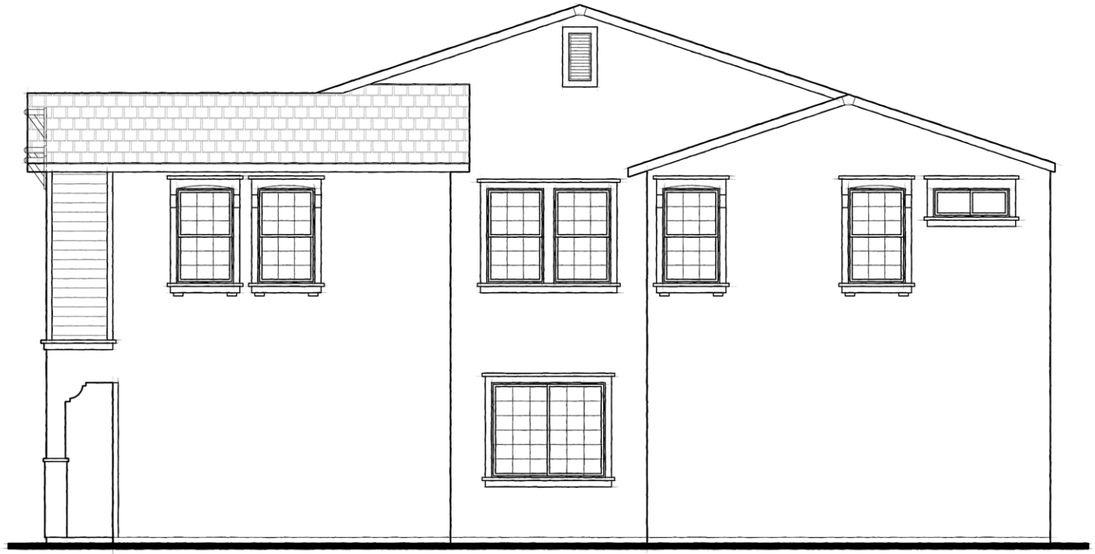
bsbdesign.com

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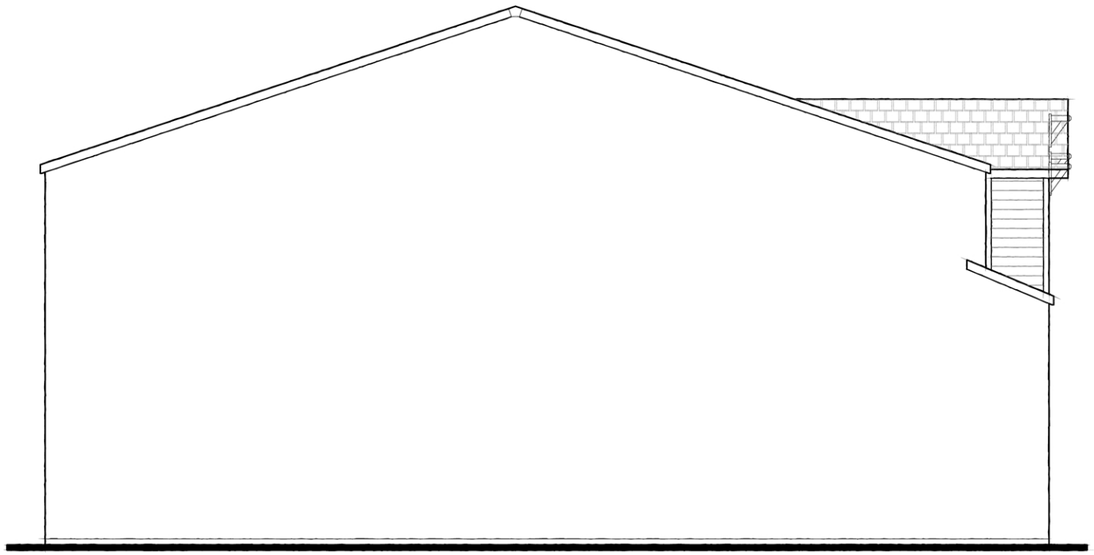
©2007 BSB Design



roof plan



right



left



rear

Plan 3B elevations and roof plan

28x68 Alley Product

Beazer Homes
bsbdesign.com
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national

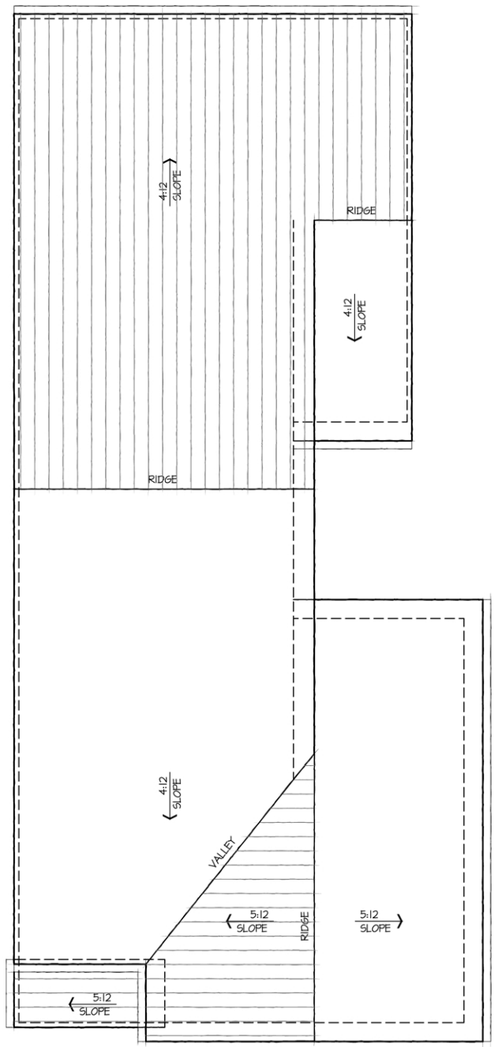
Plan 3C front elevation

28x68 Alley Product

bsbdesign.com

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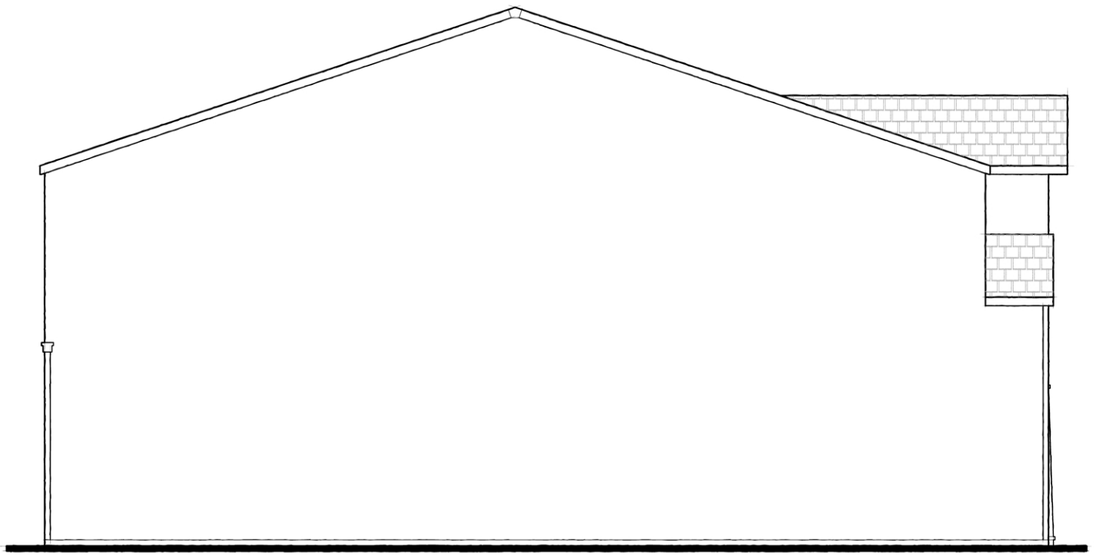
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roof plan



right



left



rear

Plan 3C elevations and roof plan

28x68 Alley Product

AGENDA ITEM 17.3

Beazer Homes

bsbdesign.com

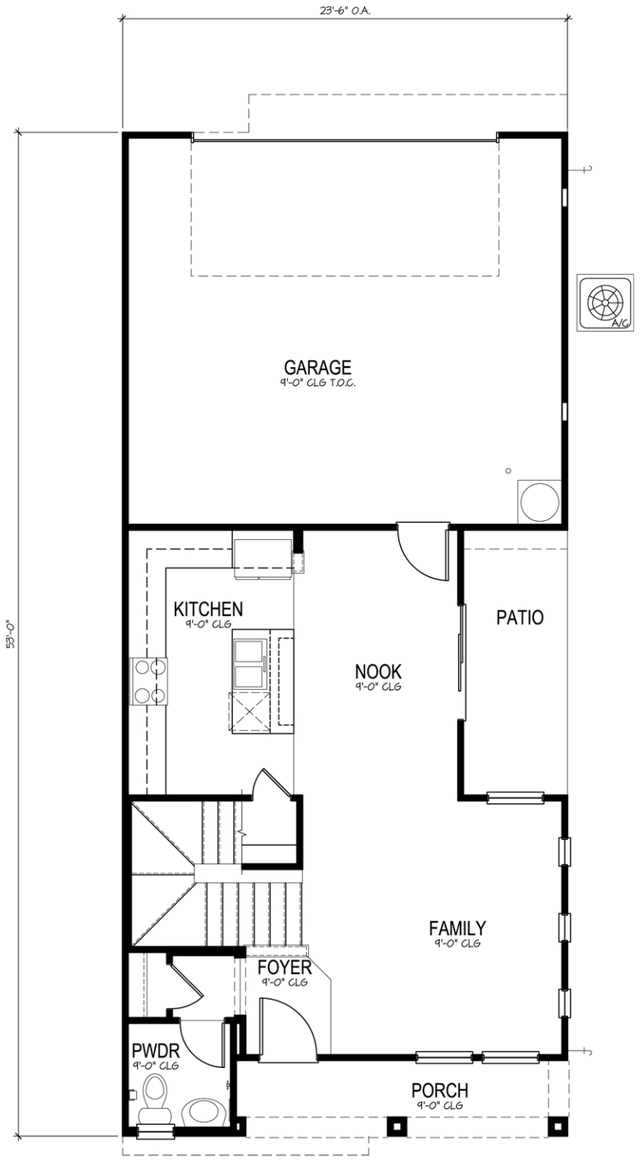
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BSB DESIGN



upper floor



main floor

SQUARE FOOTAGES	
PLAN 4	
MAIN FLOOR	610
UPPER FLOOR	1108
SUBTOTAL	1718
GARAGE	488
TOTAL	2206
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 4 - floor plans

28x68 Alley Product

Beazer Homes

bsbdesign.com

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americana

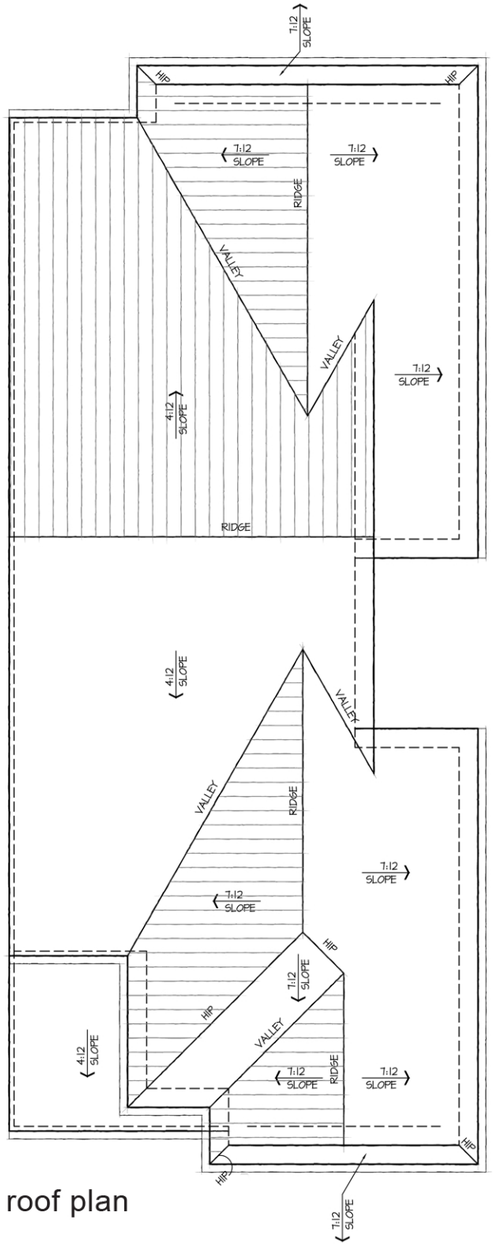
Plan 4A front elevation

28x68 Alley Product

bsbdesign.com

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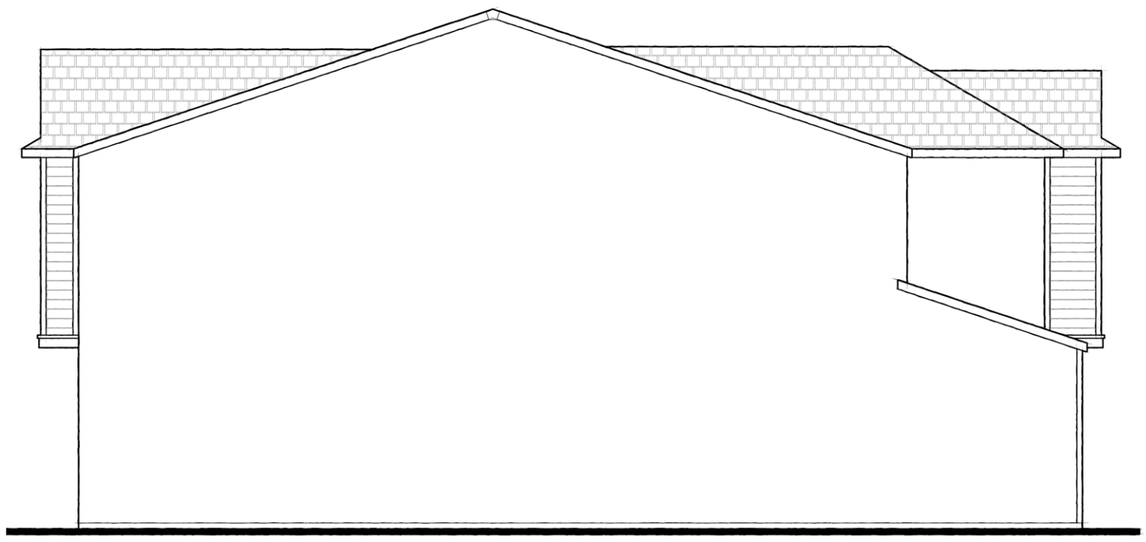
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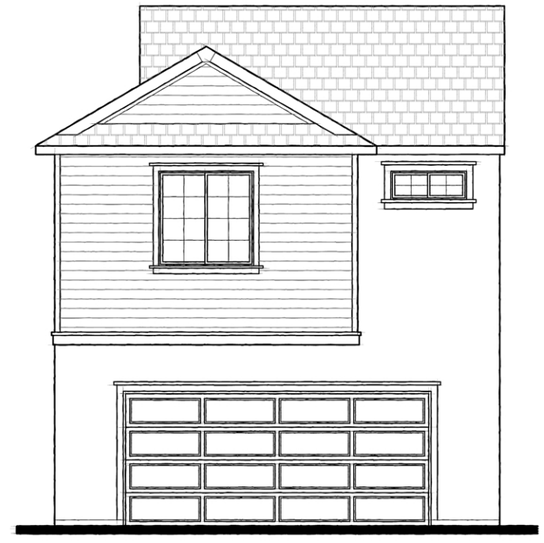
roof plan



right



left



rear

Plan 4A elevations and roof plan

28x68 Alley Product

Beazer Homes

bsbdesign.com

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BSB DESIGN



italianate

Plan 4B front elevation

28x68 Alley Product

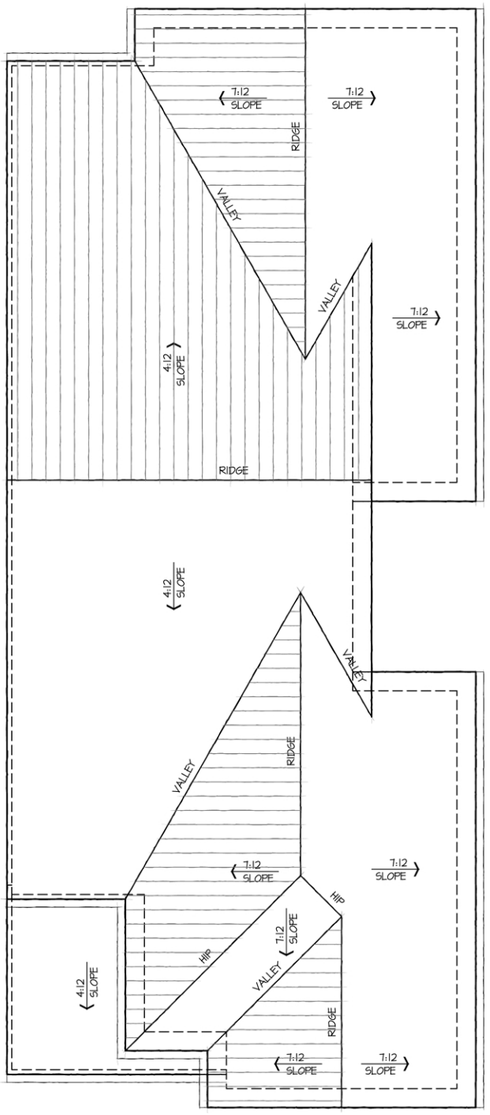
Beazer Homes

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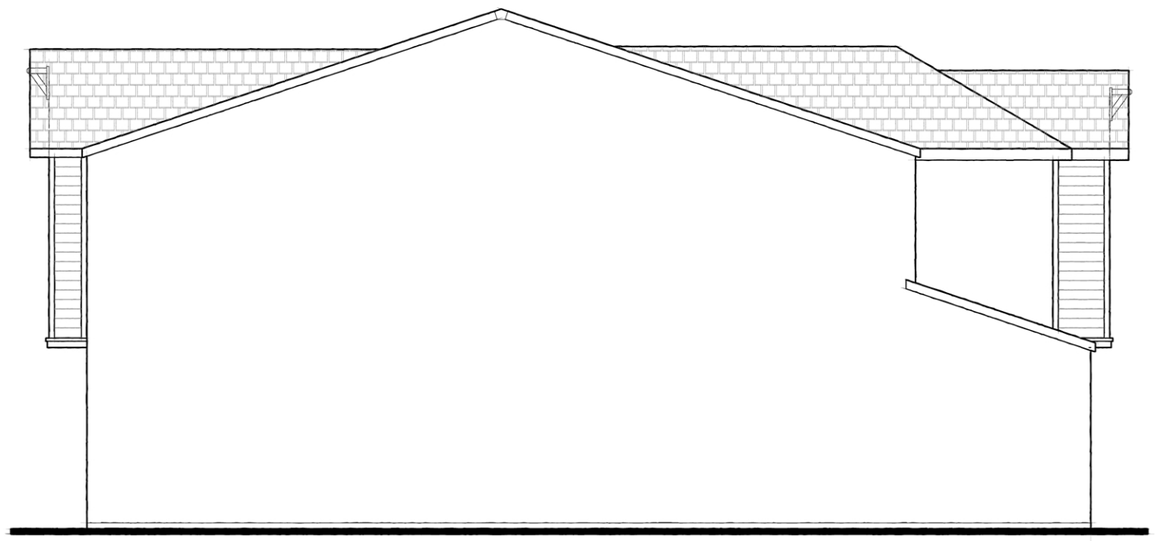
BSB DESIGN



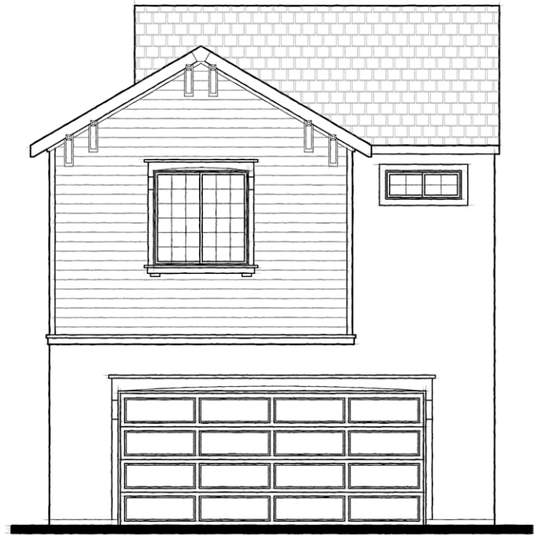
roof plan



right



left



rear

Plan 4B elevations and roof plan

28x68 Alley Product

AGENDA ITEM 17.3

Beazer Homes

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shingle

Plan 4D front elevation

Beazer Homes

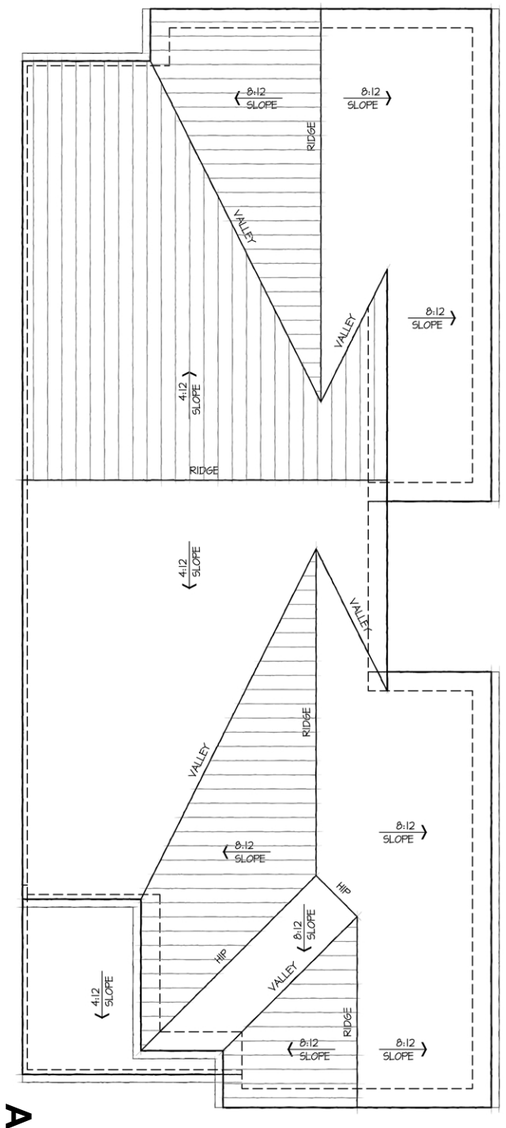
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28x68 Alley Product

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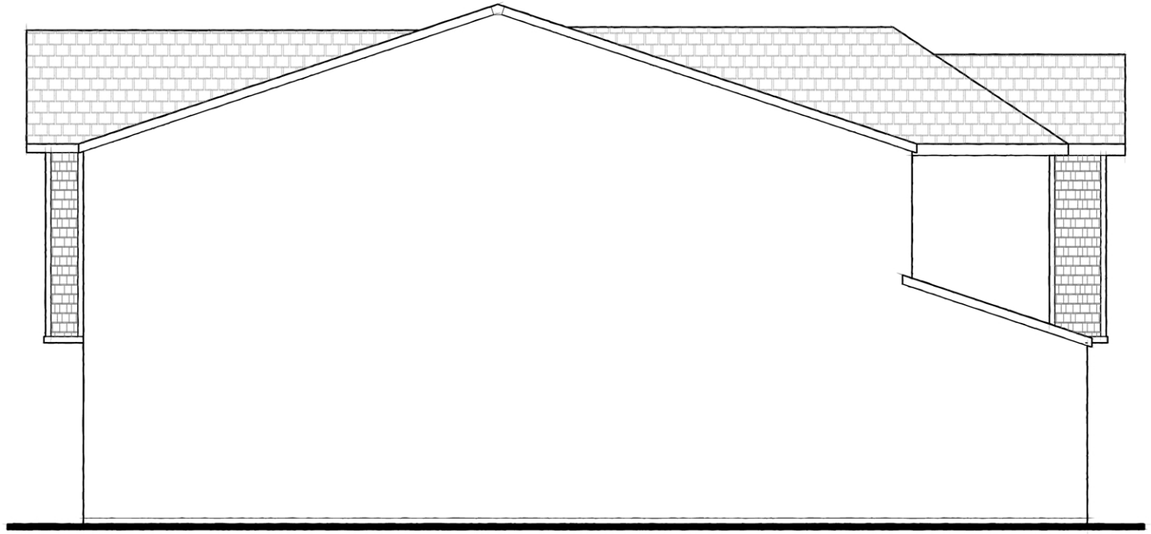
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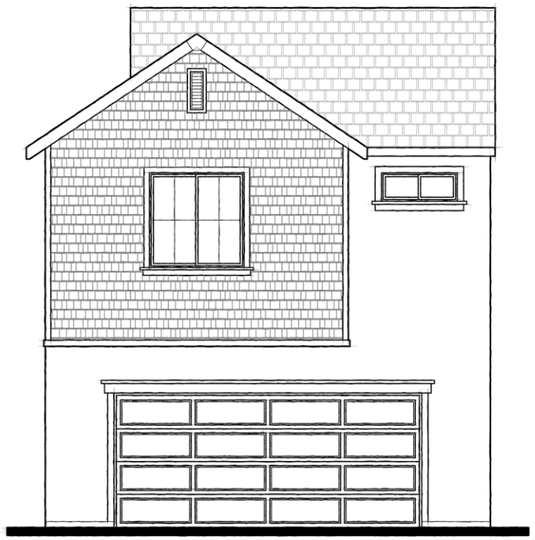
oof plan



right



left



rear

Plan 4D elevations and roof plan

28x68 Alley Product

AGENDA ITEM 17.3

Beazer Homes

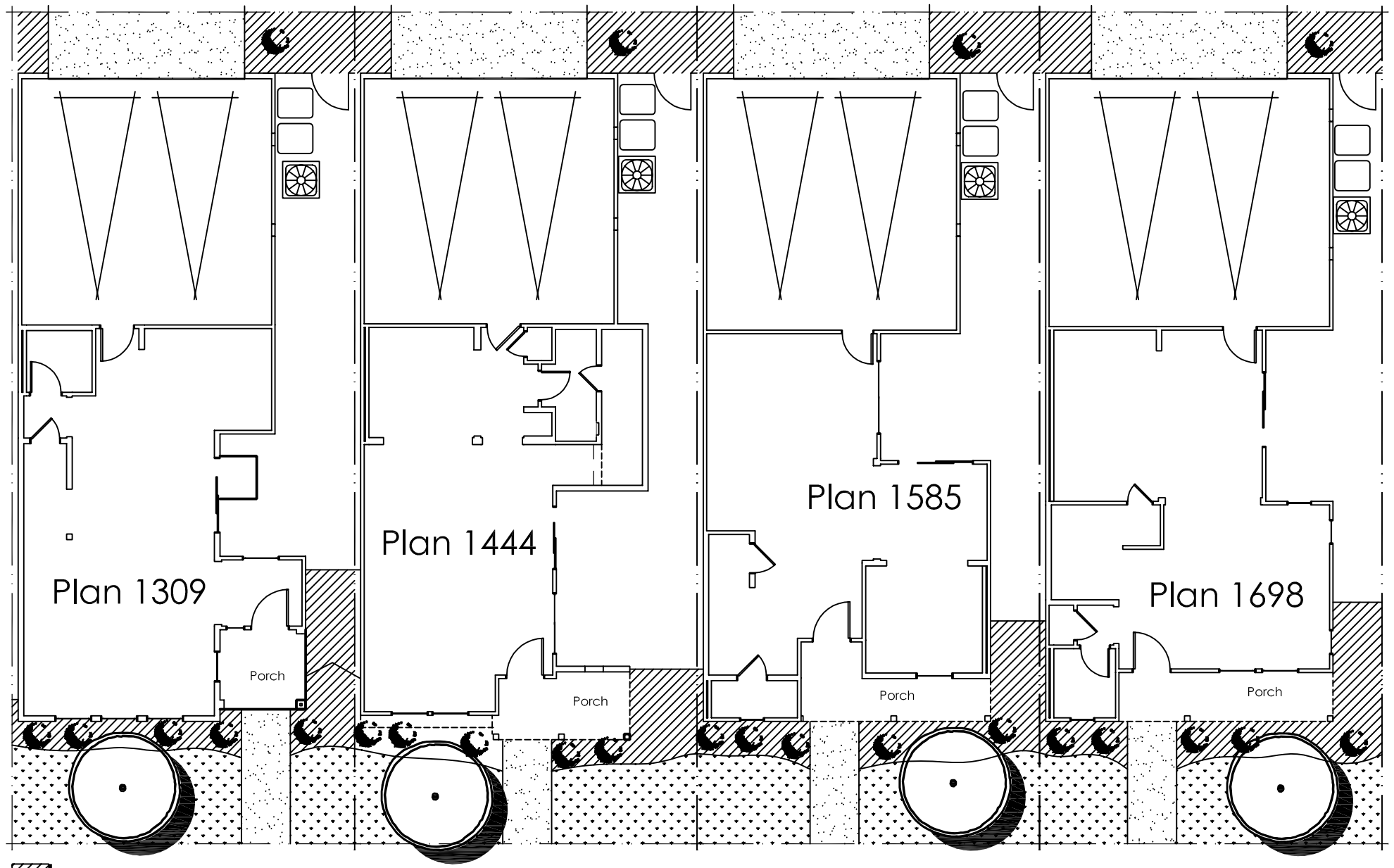
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Lane



Landscape

SOD

Hardscape

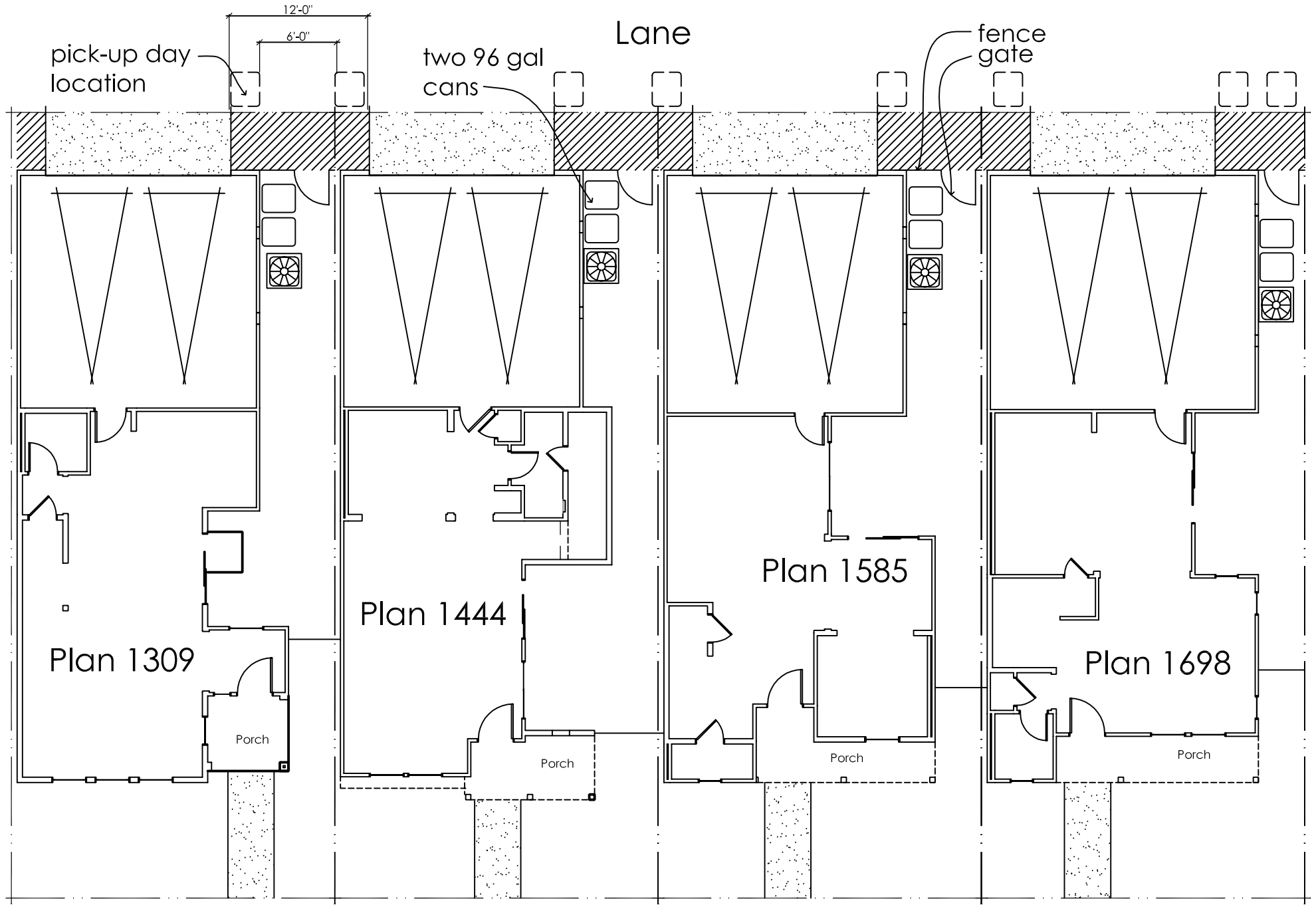
A/C Unit

Paseo/Street

Minimum Setback Standards:

10' Front
3' Side
0' Side
5' Lane (Rear)

CAPITAL VILLAGE
REFLECTION (38X68)
TYPICAL LANDSCAPE EXHIBIT



Landscape

SOD

Hardscape

A/C Unit

Golf Cart

Paseo/Street

Minimum Setback Standards:

10' Front
3' Side
0' Side
5' Lane (Rear)

CAPITAL VILLAGE
REFLECTION (38X68)
TRASH LOCATION EXHIBIT

CAPITAL VILLAGE

Beazer Homes

Rancho Cordova, CA

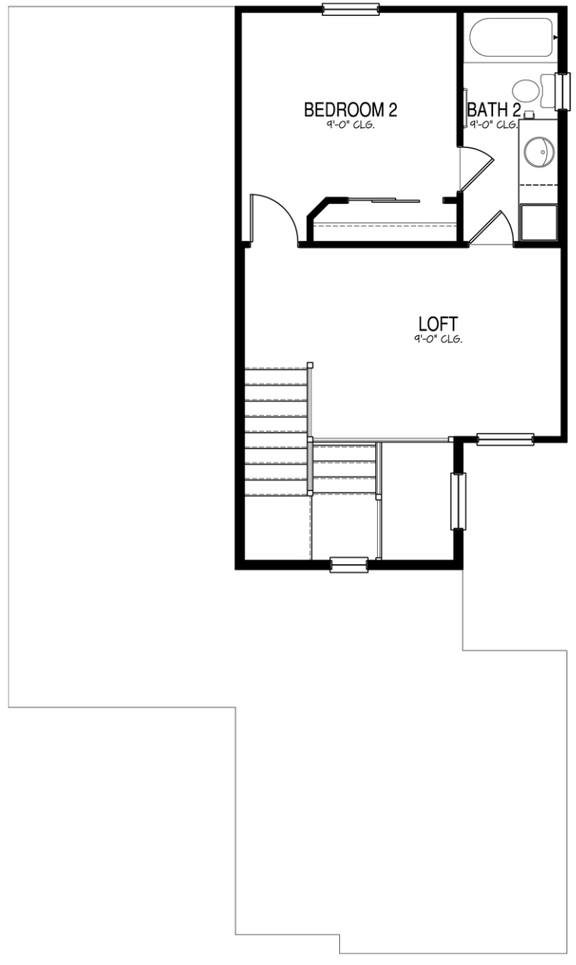


plan 4C Cottage | plan 3A Normandy | plan 2B Spanish | plan 1B Spanish

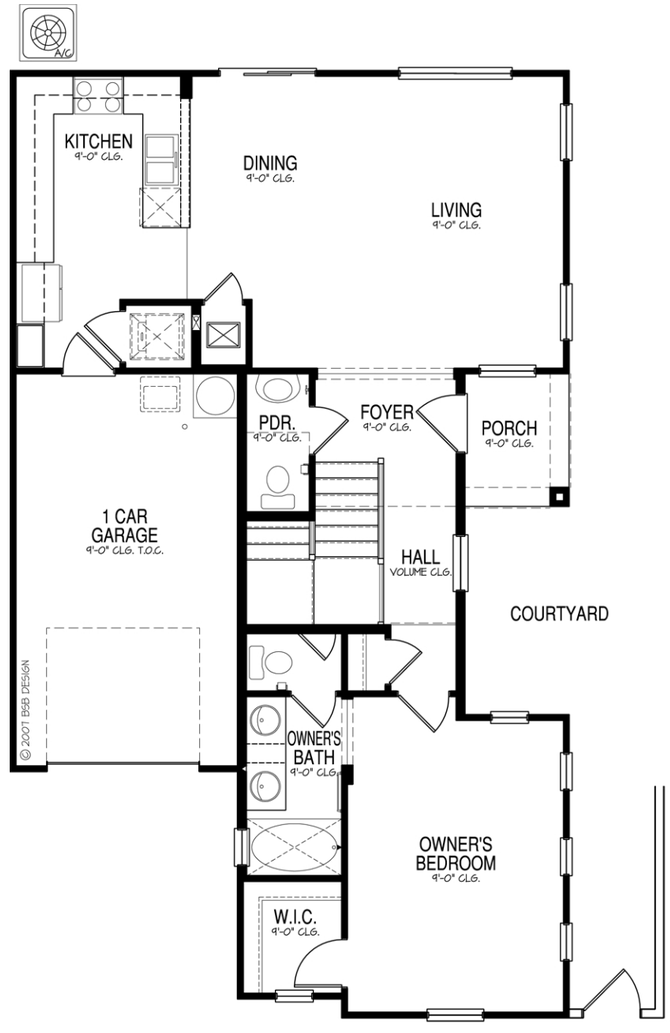
Conceptual Streetscape

35x70 Product

©2007 BSB Design



upper floor



main floor

SQUARE FOOTAGES	
PLAN '1341'	
MAIN FLOOR	963
UPPER FLOOR	388
SUBTOTAL	1351
GARAGE	252
TOTAL	1603
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 1 - floor plans

35x70 Product

Beazer Homes

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BSB DESIGN



normandy

Plan 1A front elevation

Beazer Homes

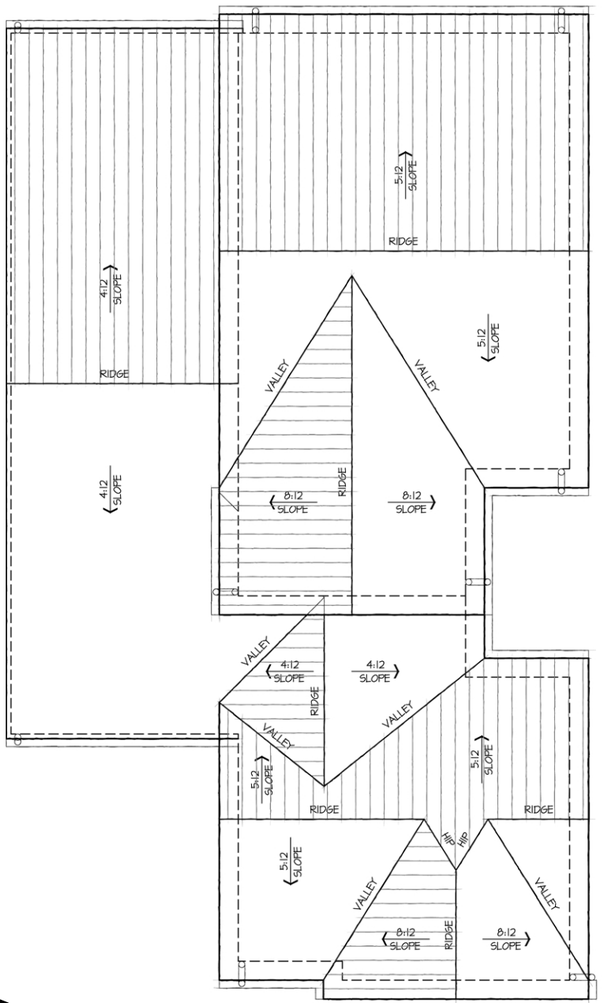
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35x70 Product

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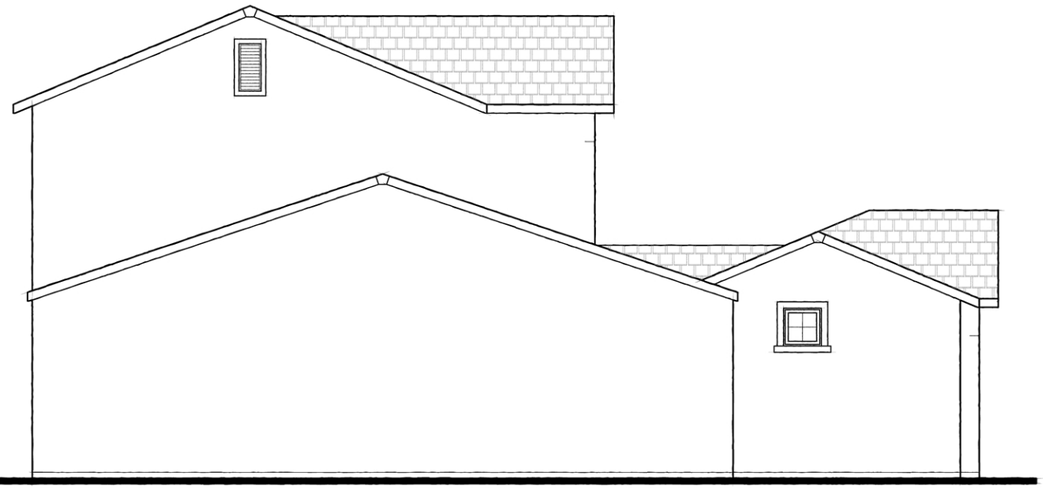
BSB DESIGN



oof plan



right



left



rear

Plan 1A elevations and roof plan

35x70 Product

AGENDA ITEM 17.3

Beazer Homes

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national

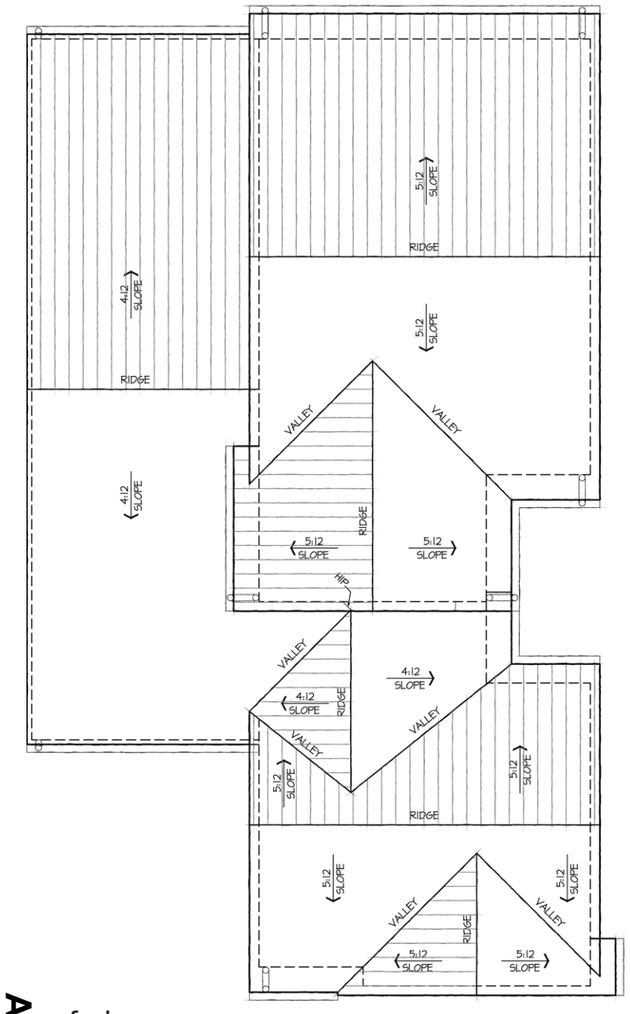
Plan 1C front elevation

35x70 Product

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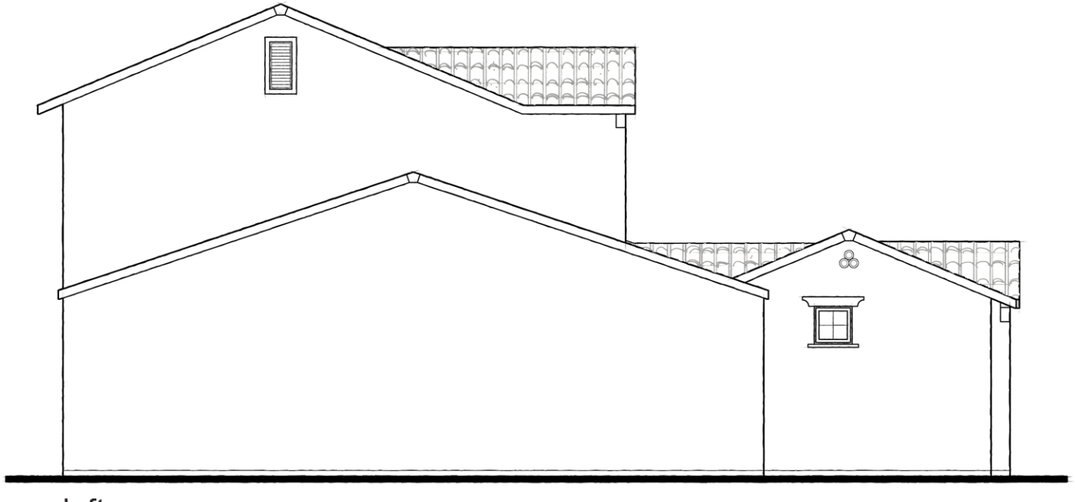
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roof plan



right



left



rear

Plan 1B elevations and roof plan

35x70 Product

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cottage

Plan 1C front elevation

35x70 Product

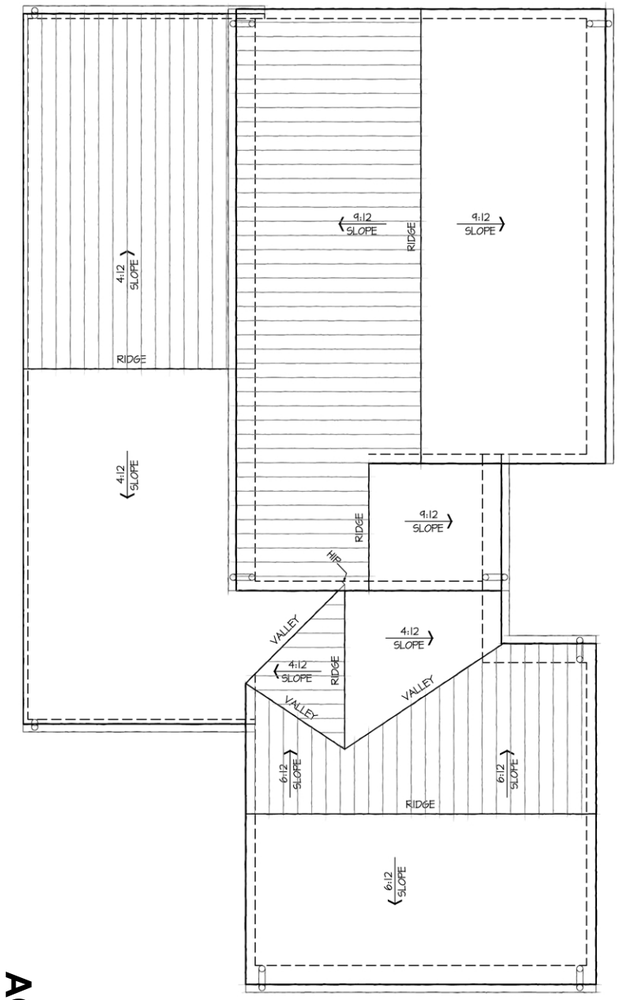
Beazer Homes

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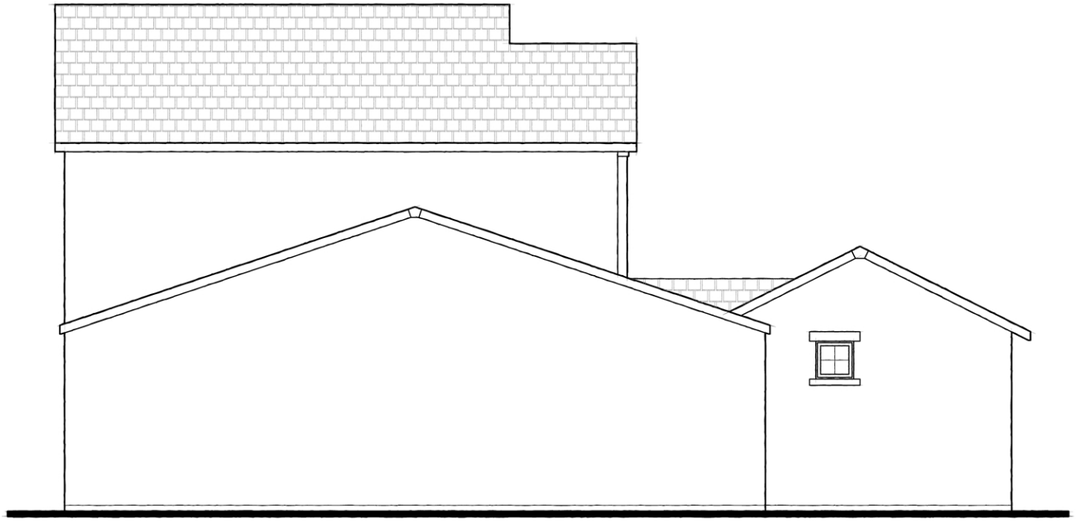
BSB DESIGN



oof plan



right



left



rear

Plan 1C elevations and roof plan

35x70 Product

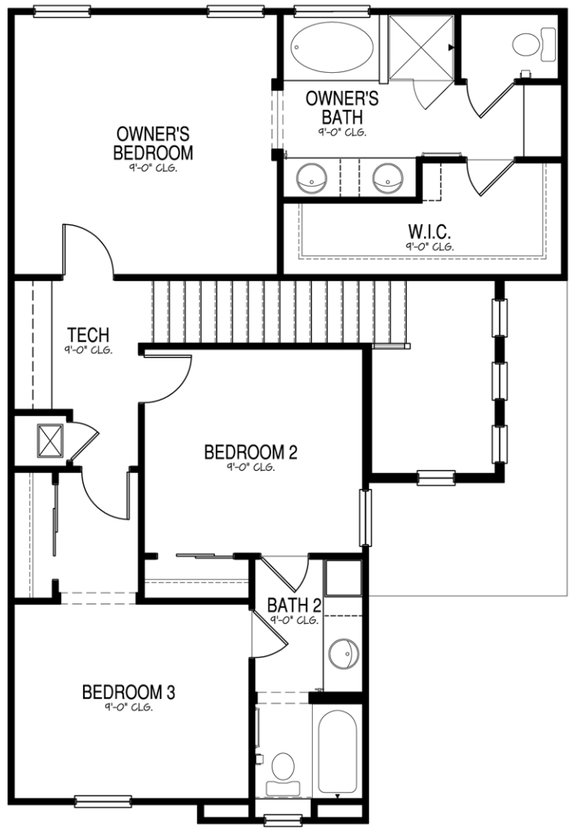
Beazer Homes

bsbdesign.com

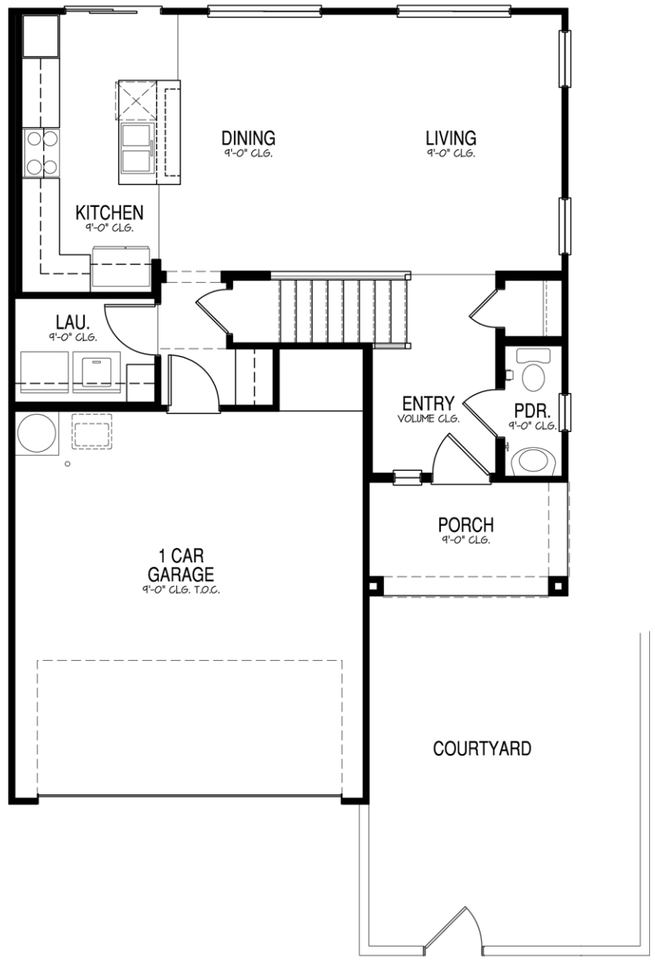
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BSB DESIGN



upper floor



main floor

SQUARE FOOTAGES	
PLAN '1578'	
MAIN FLOOR	653
UPPER FLOOR	915
SUBTOTAL	1568
GARAGE	408
TOTAL	1976
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 2 - floor plans

35x70 Product

Beazer Homes

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BSB DESIGN



normandy

Plan 2A front elevation

Beazer Homes

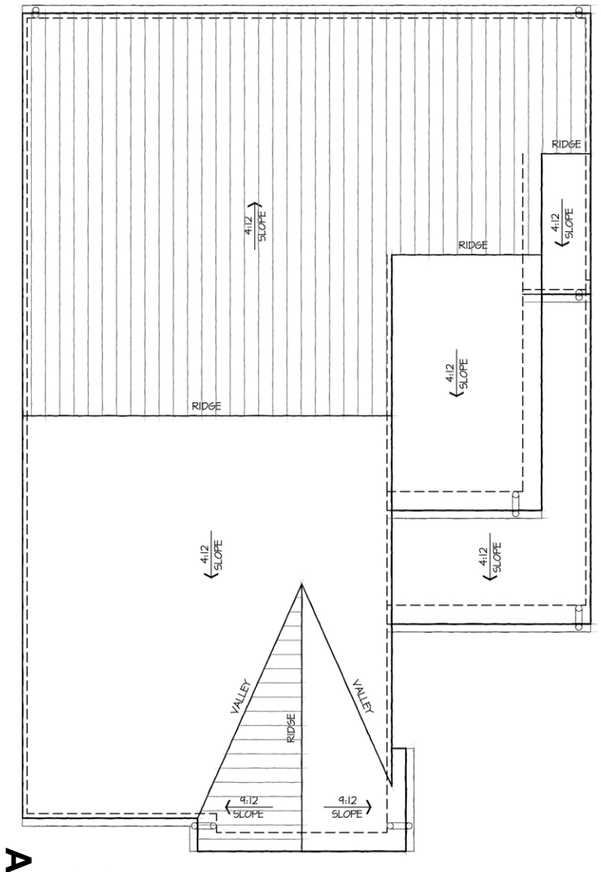
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35x70 Product

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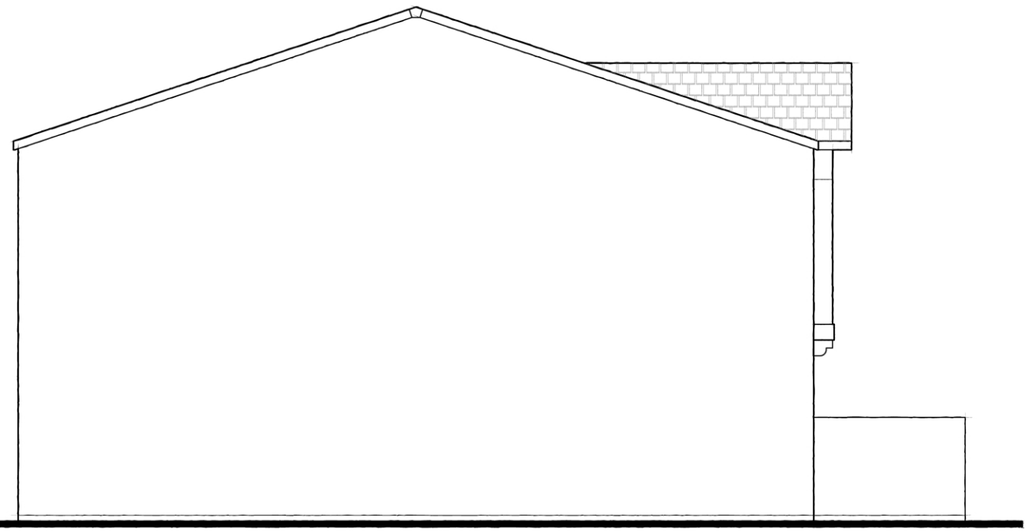
BSB DESIGN



oof plan



right



left



rear

Plan 2A elevations and roof plan

35x70 Product

AGENDA ITEM 17.3

Beazer Homes

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BSB DESIGN



spanish

Plan 2B front elevation

Beazer Homes

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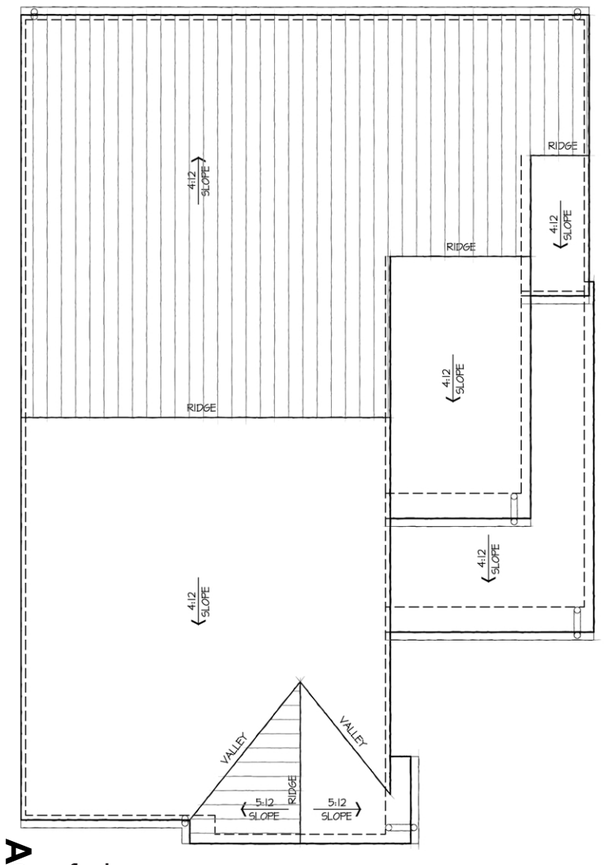
35x70 Product

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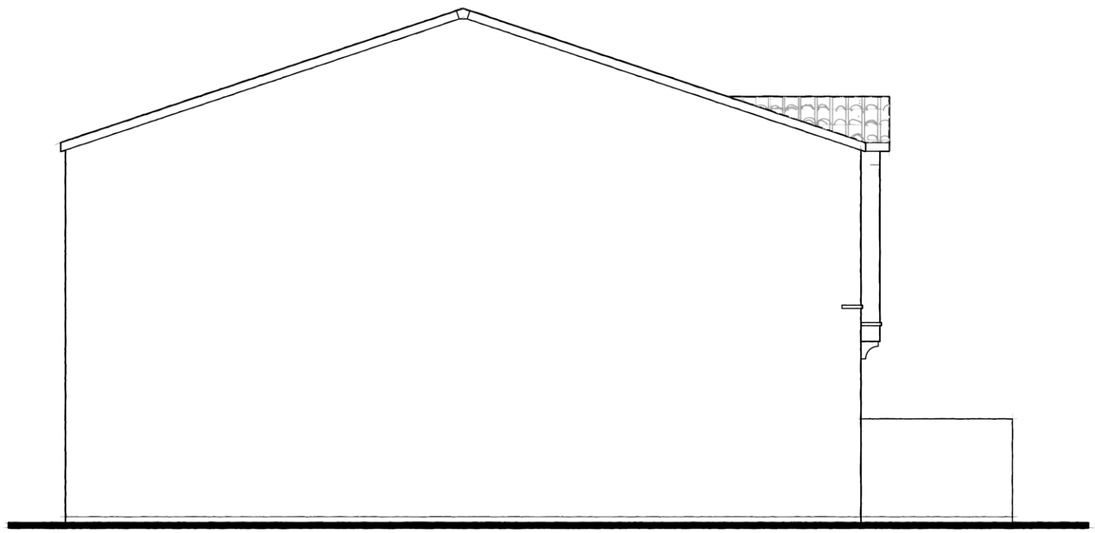
BSB DESIGN



right



oof plan



left



rear

Plan 2B elevations and roof plan

35x70 Product

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cottage

Plan 2C front elevation

Beazer Homes

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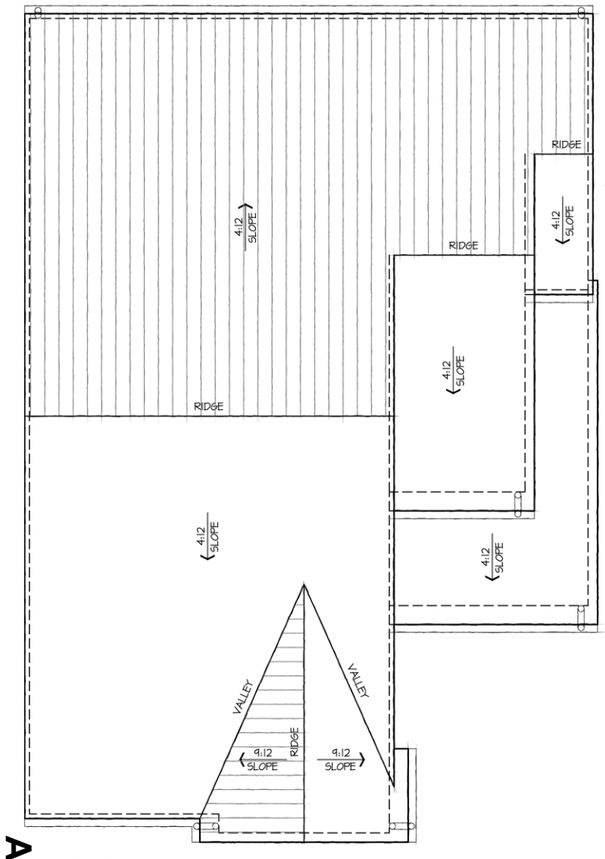
35x70 Product

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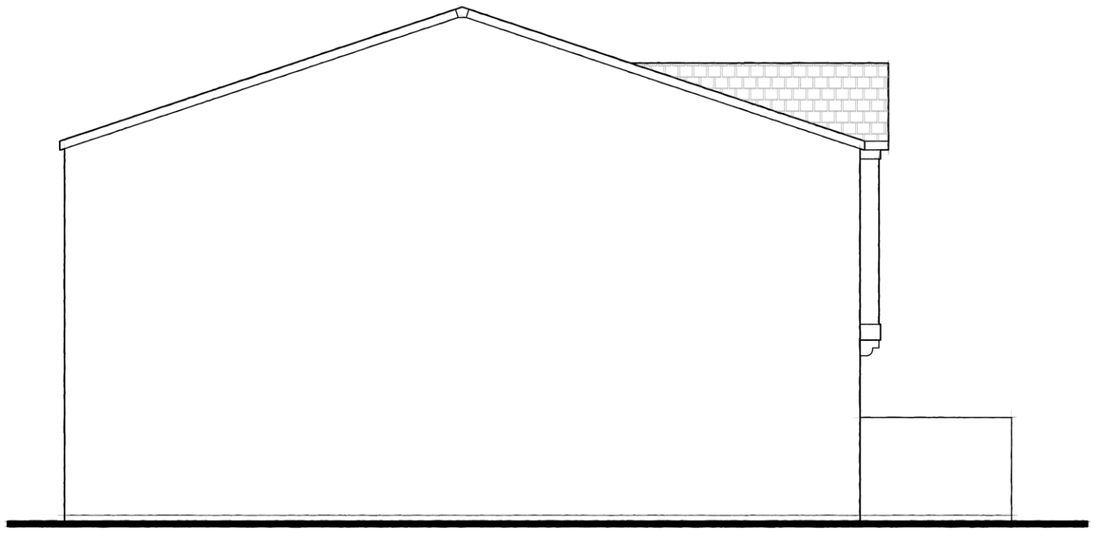
BSB DESIGN



right



oof plan



left



rear

Plan 2C elevations and roof plan

35x70 Product

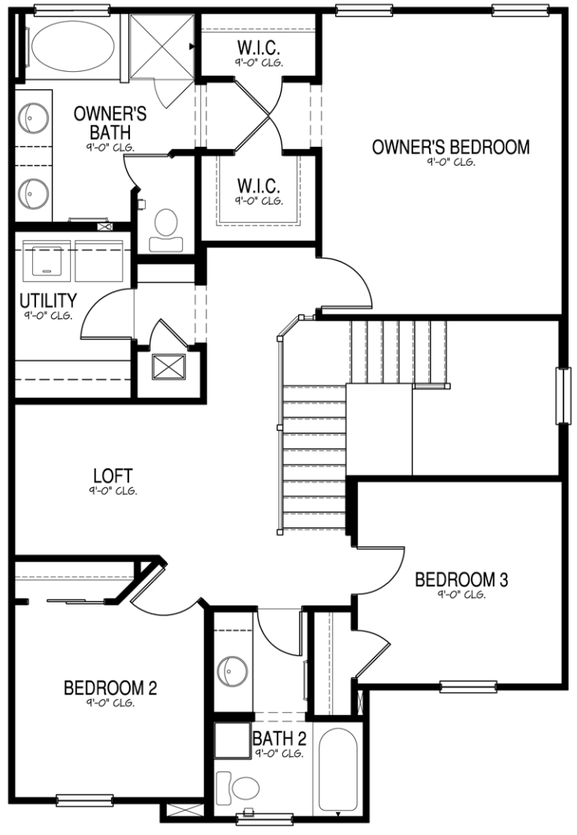
Beazer Homes

bsbdesign.com

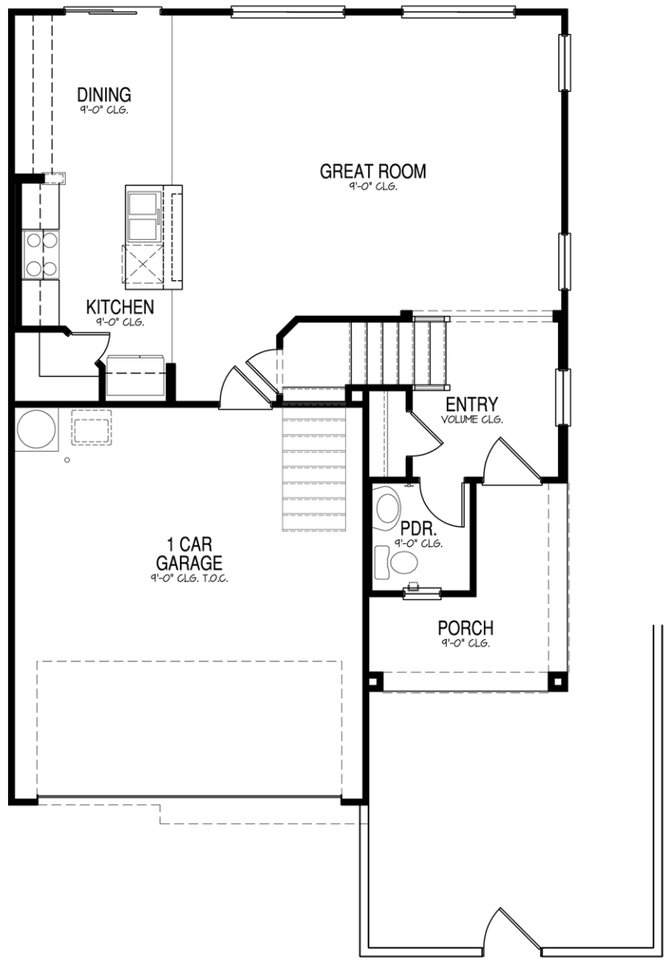
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BSB DESIGN



upper floor



main floor

SQUARE FOOTAGES	
PLAN 1781	
MAIN FLOOR	698
UPPER FLOOR	1055
SUBTOTAL	1753
GARAGE	396
TOTAL	2149
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 3 - floor plans

35x70 Product

Beazer Homes

bsbdesign.com

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BSB DESIGN



Normandy

Plan 3A front elevation

Beazer Homes

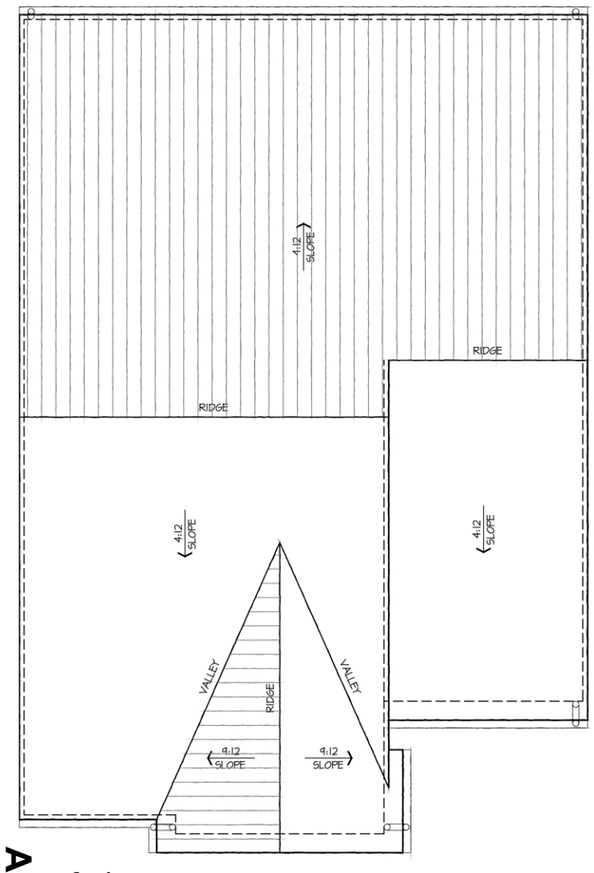
bsbdesign.com

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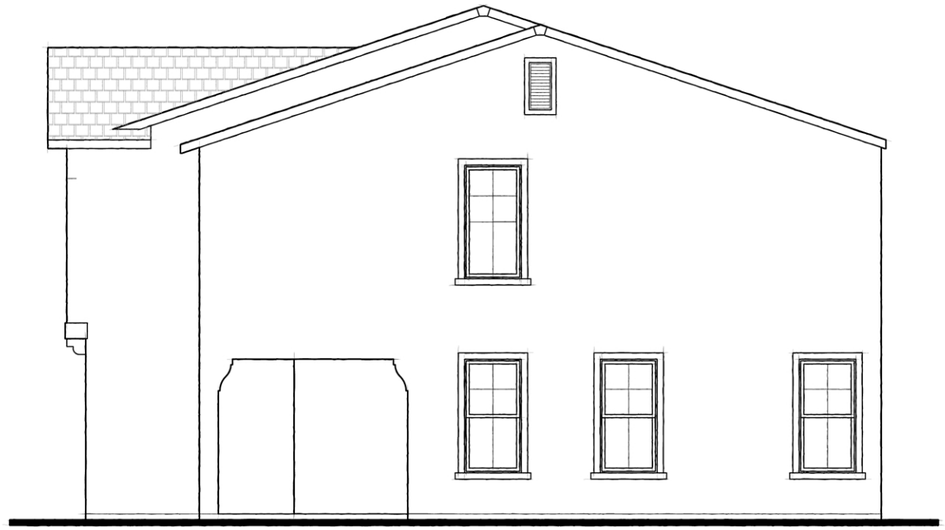
35x70 Product

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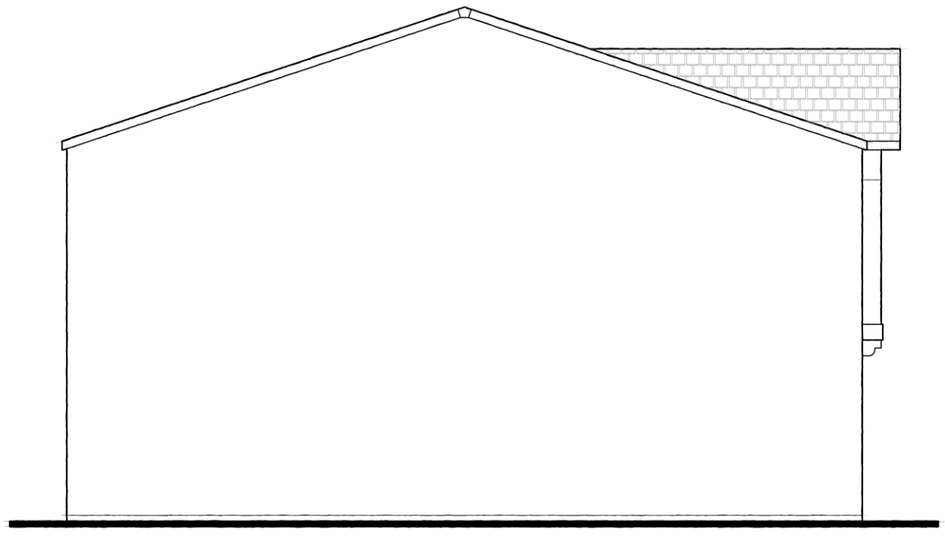
BSB DESIGN



oof plan



right



left



rear

Plan 3A elevations and roof plan

35x70 Product

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spanish

Plan 3B front elevation

Beazer Homes

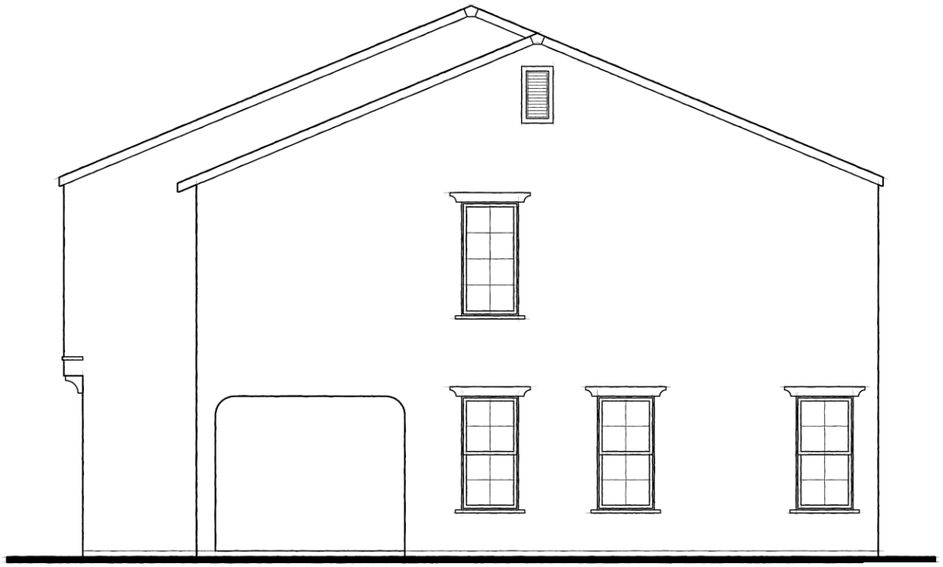
bsbdesign.com

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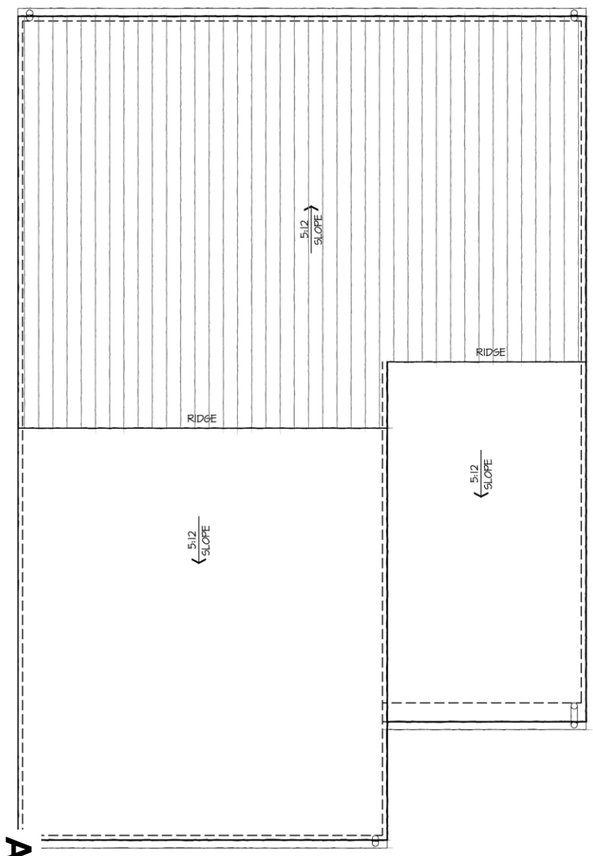
35x70 Product

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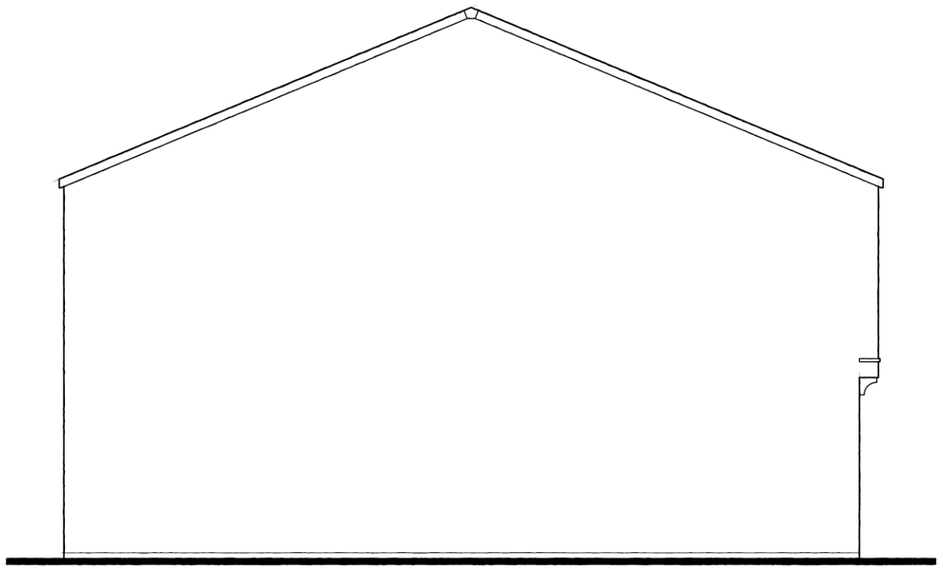
BSB DESIGN



right



oof plan



left



rear

Plan 3B elevations and roof plan

Beazer Homes

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35x70 Product

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BSB DESIGN



cottage

Plan 3C front elevation

Beazer Homes

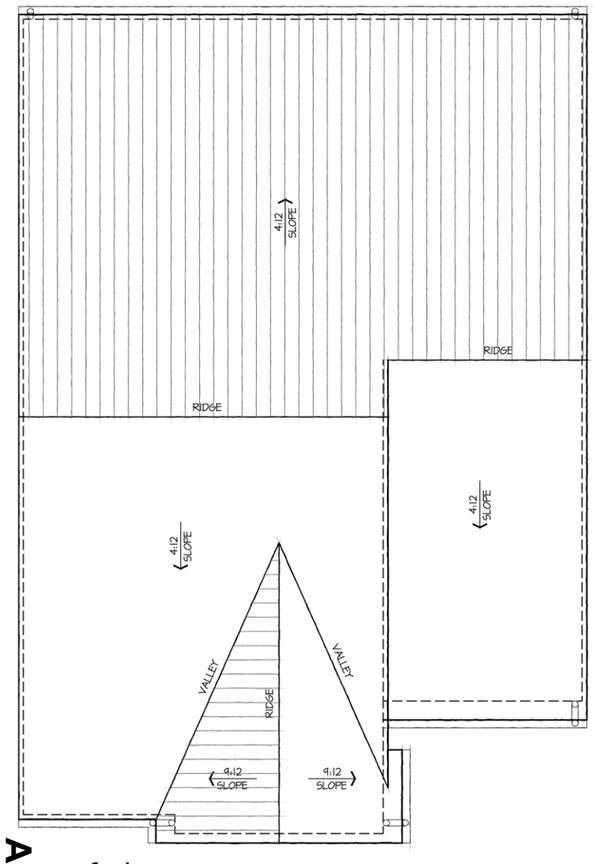
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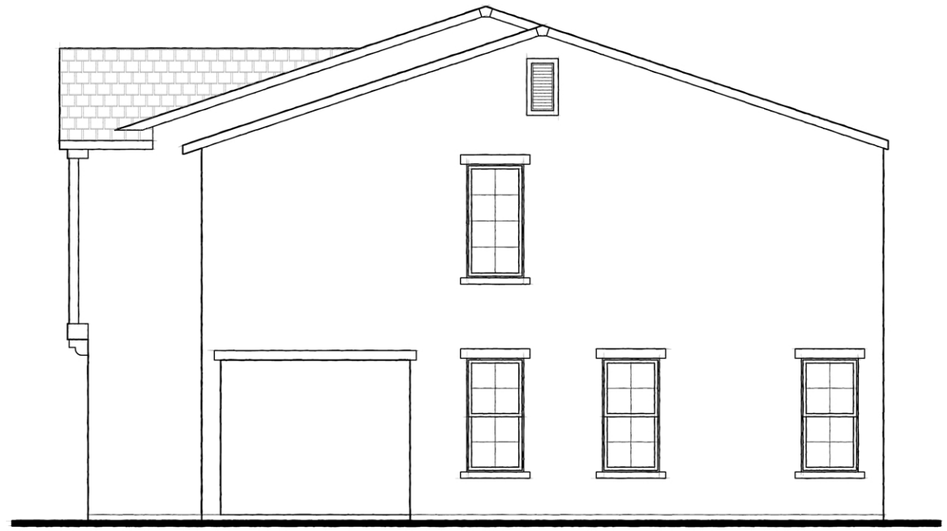
35x70 Product

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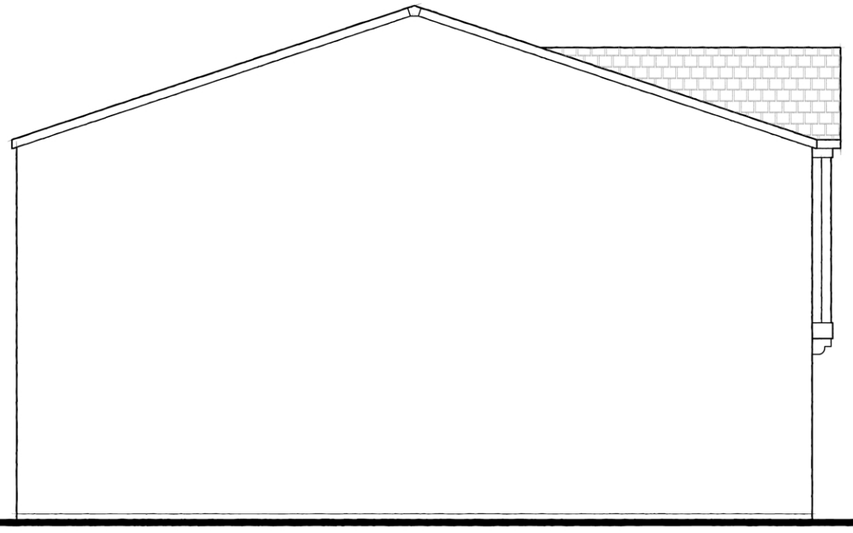
BSB DESIGN



roof plan



right



left



rear

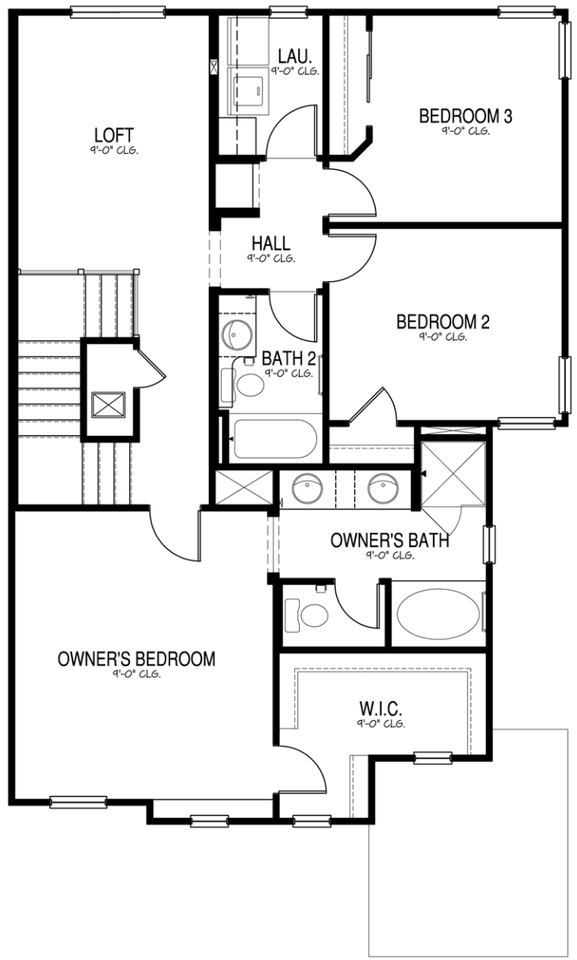
Plan 3C elevations and roof plan

35x70 Product

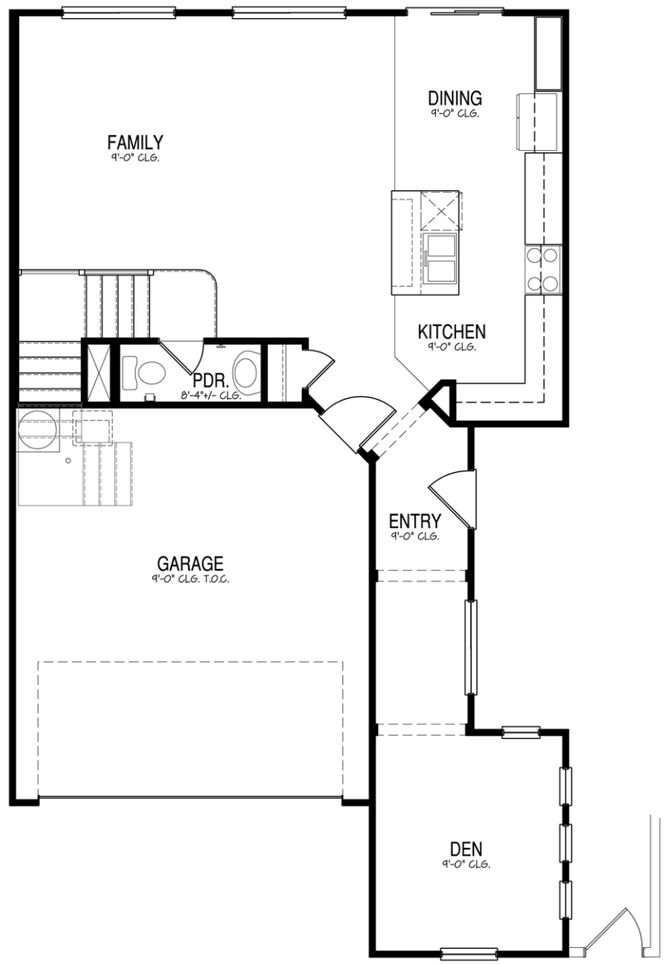
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upper floor



main floor

SQUARE FOOTAGES	
PLAN '1985'	
MAIN FLOOR	848
UPPER FLOOR	1092
SUBTOTAL	1940
GARAGE	345
TOTAL	2335
OPTION #1	---
OPTION #2	---
OPTION #3	---

Plan 4 - floor plans

35x70 Product

Beazer Homes

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BSB DESIGN



normandy

Plan 4A front elevation

Beazer Homes

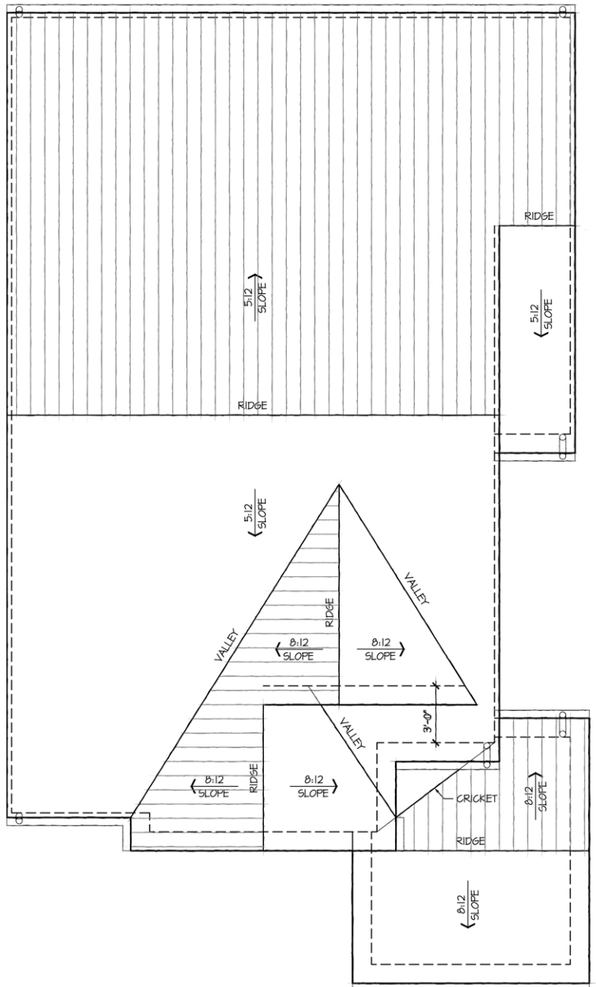
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35x70 Product

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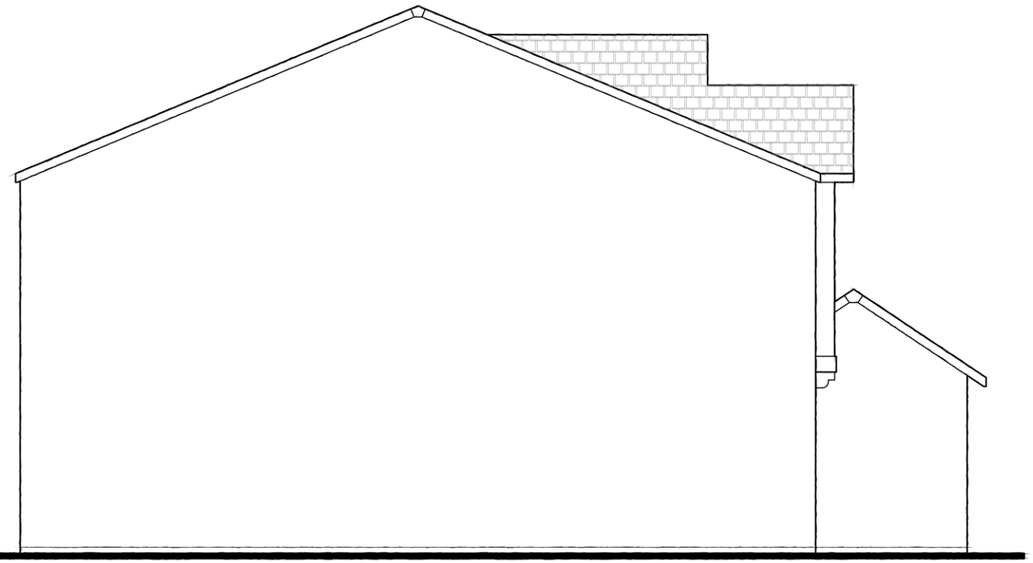
BSB DESIGN



roof plan



right



left



rear

Plan 4A elevations and roof plan

Beazer Homes

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35x70 Product

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spanish

Plan 4B front elevation

35x70 Product

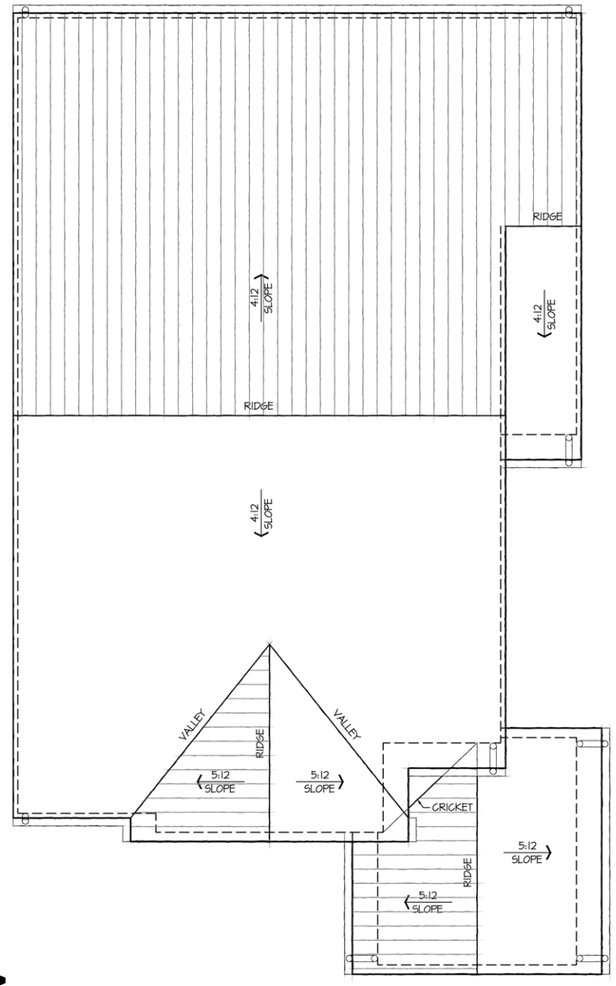
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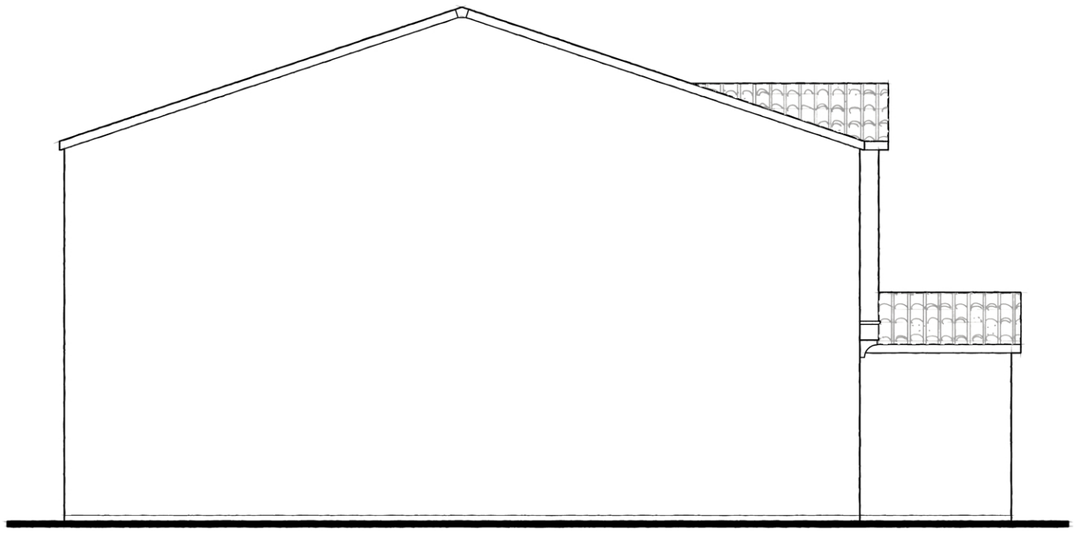
BSB DESIGN



roof plan



right



left



rear

Plan 4B elevations and roof plan

Beazer Homes

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35x70 Product

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cottage

Plan 4C front elevation

Beazer Homes

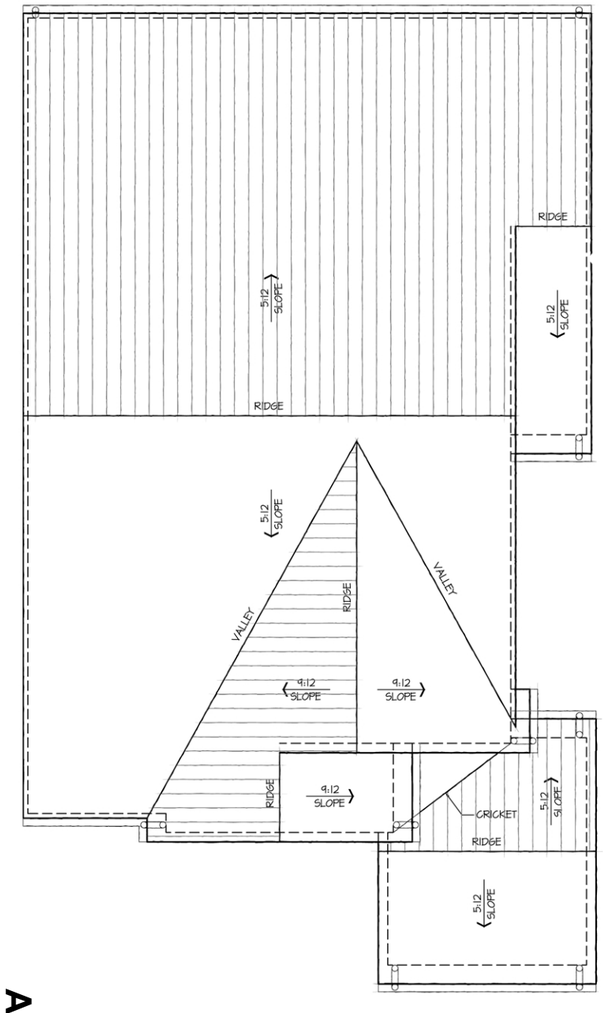
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35x70 Product

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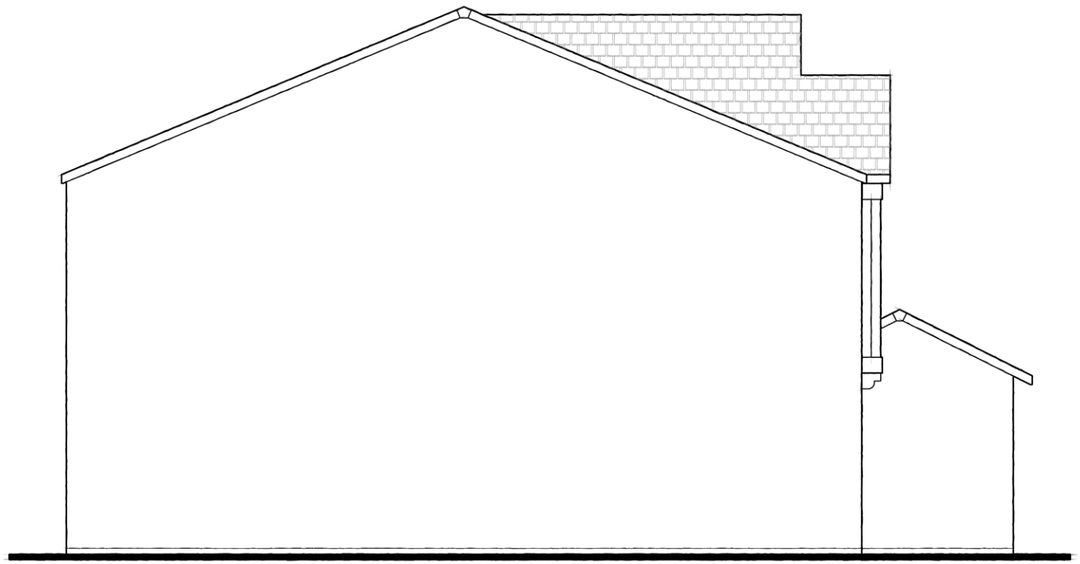
BSB DESIGN



oof plan



right



left



rear

Plan 4C elevations and roof plan

35x70 Product

AGENDA ITEM 17.3

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INSPIRATION

AT CAPITAL VILLAGE

CITY OF RANCHO CORDOVA

AUGUST 23, 2007

APPROVED
DEC 17 2007
RANCHO CORDOVA
PLANNING

RECEIVED
OCT 10 2007
RANCHO CORDOVA
PLANNING

Beazer Homes

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ARCHITECTS PLANNERS



PLAN 1337
'CALIFORNIA BUNGALOW'

PLAN 1994
'CALIFORNIA BUNGALOW'

PLAN 1724
'EARLY CALIFORNIA'

PLAN 2108
'CRAFTSMAN'

Beazer Cap Vlvg

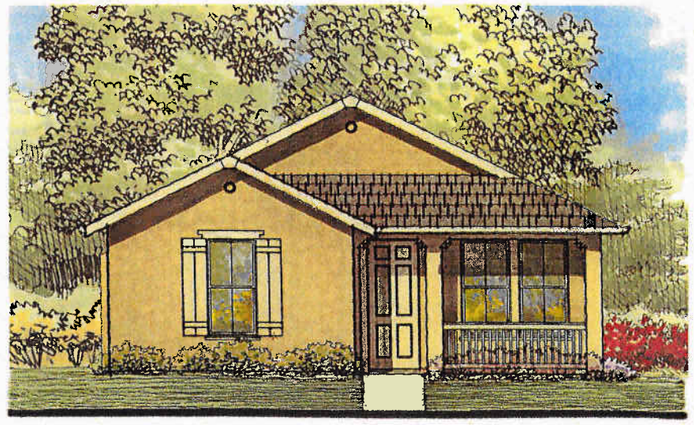
Streetscape

Beazer Homes

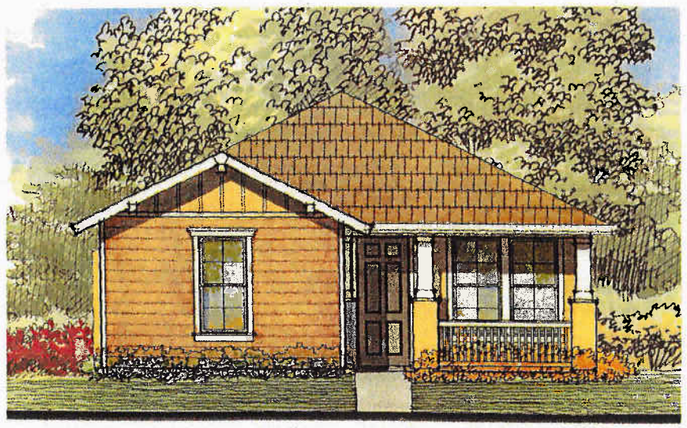
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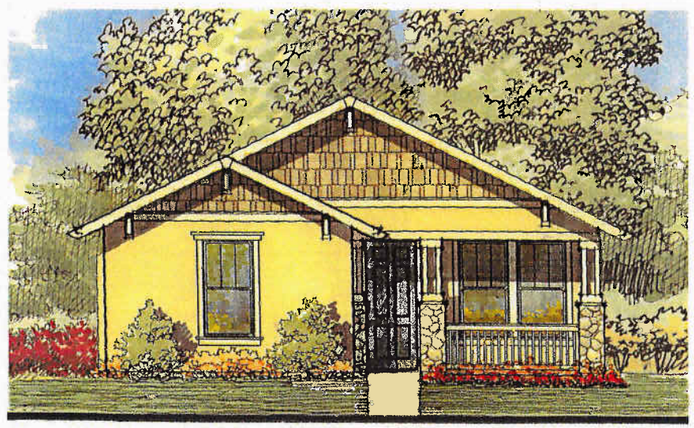
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EARLY CALIFORNIA



CALIFORNIA BUNGALOW



CRAFTSMAN

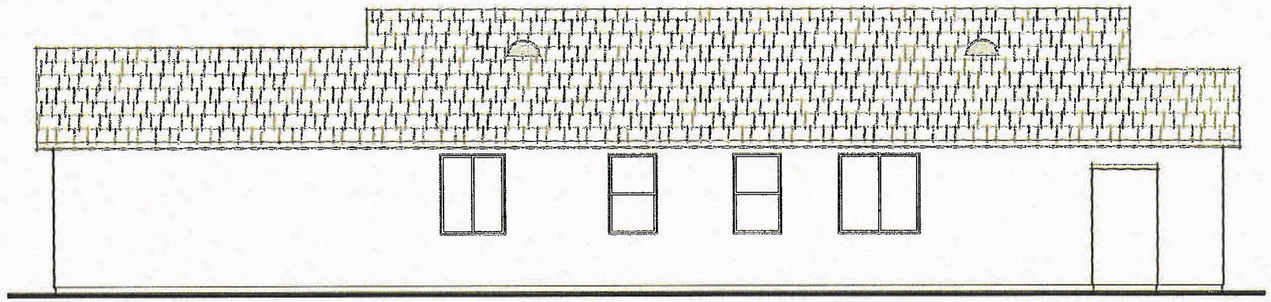
PLAN 1337 - FRONT ELEVATIONS

Beazer Homes

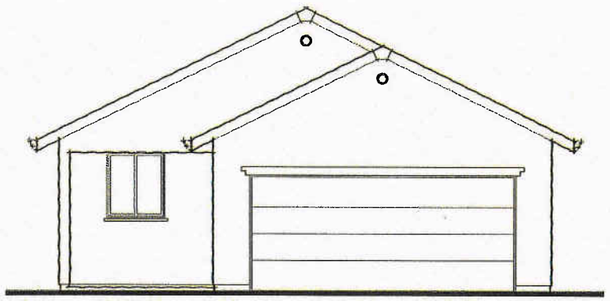
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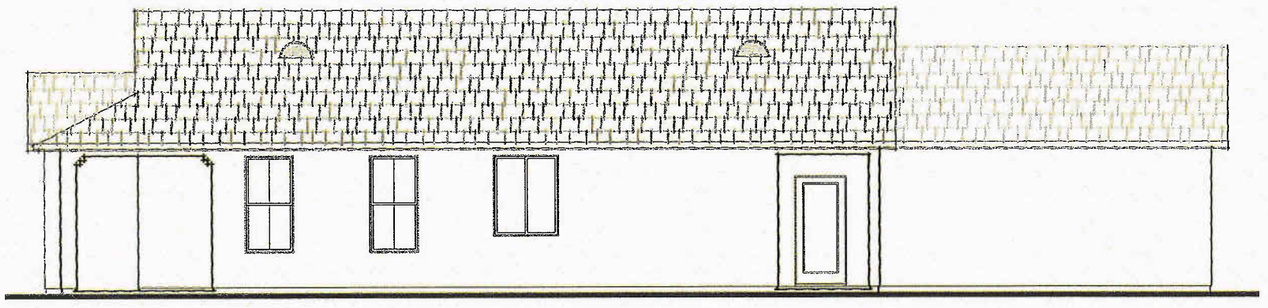
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LEFT



REAR



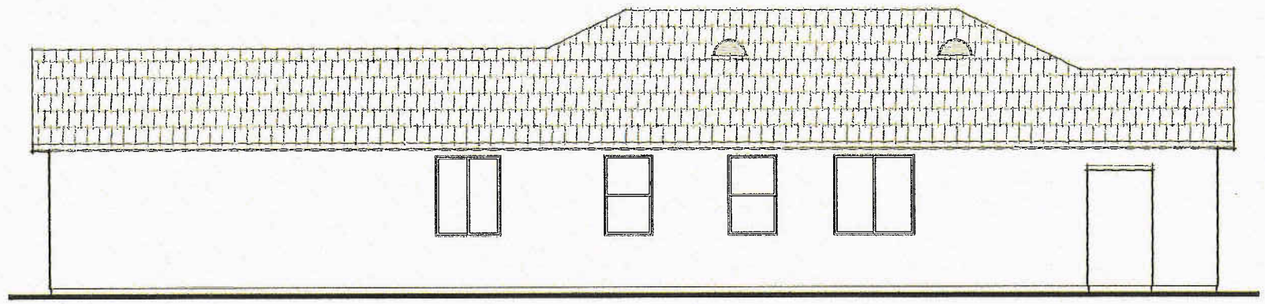
RIGHT

PLAN 1337 - EARLY CALIFORNIA

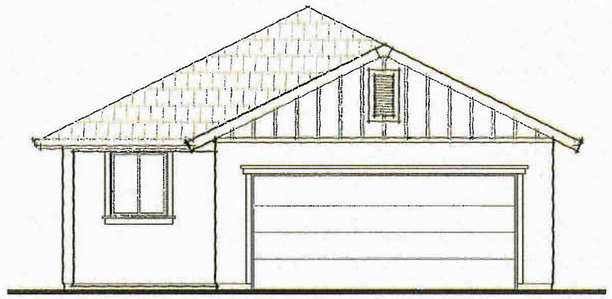
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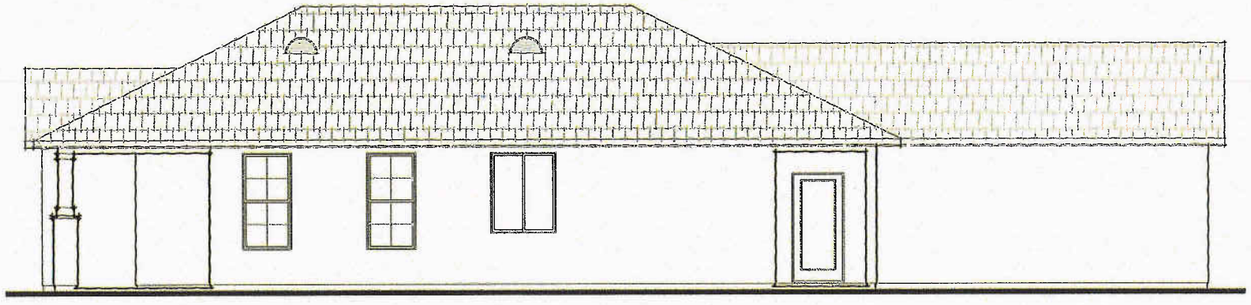
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LEFT



REAR



RIGHT

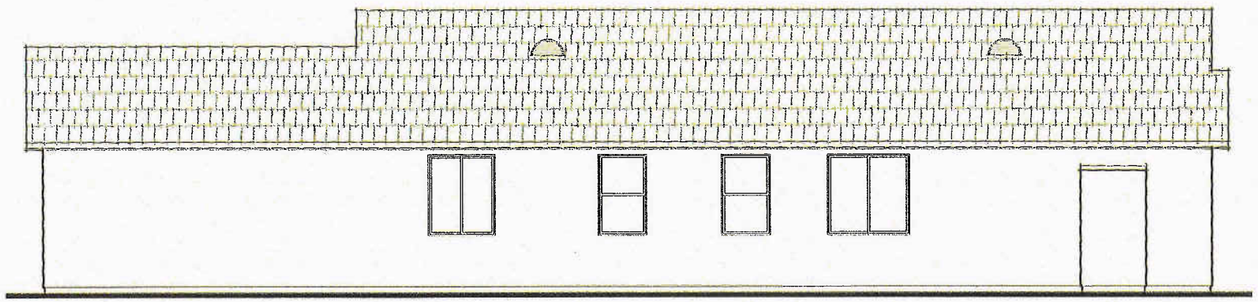
PLAN 1337 - CALIFORNIA BUNGALOW

Beazer Homes

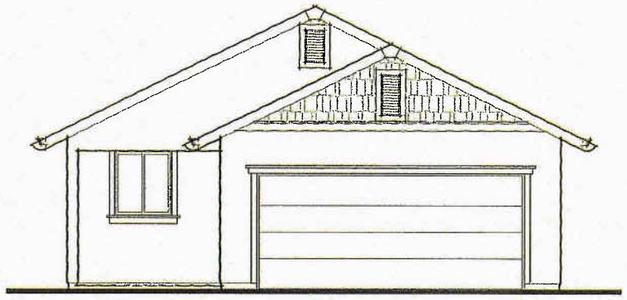
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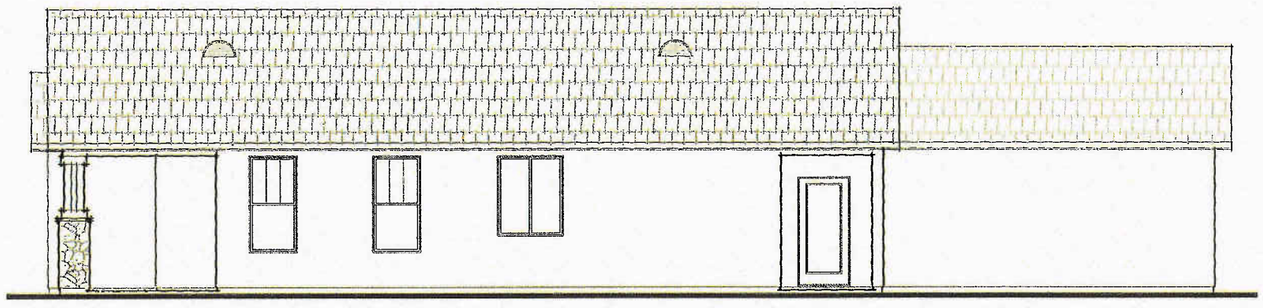
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LEFT



REAR



RIGHT

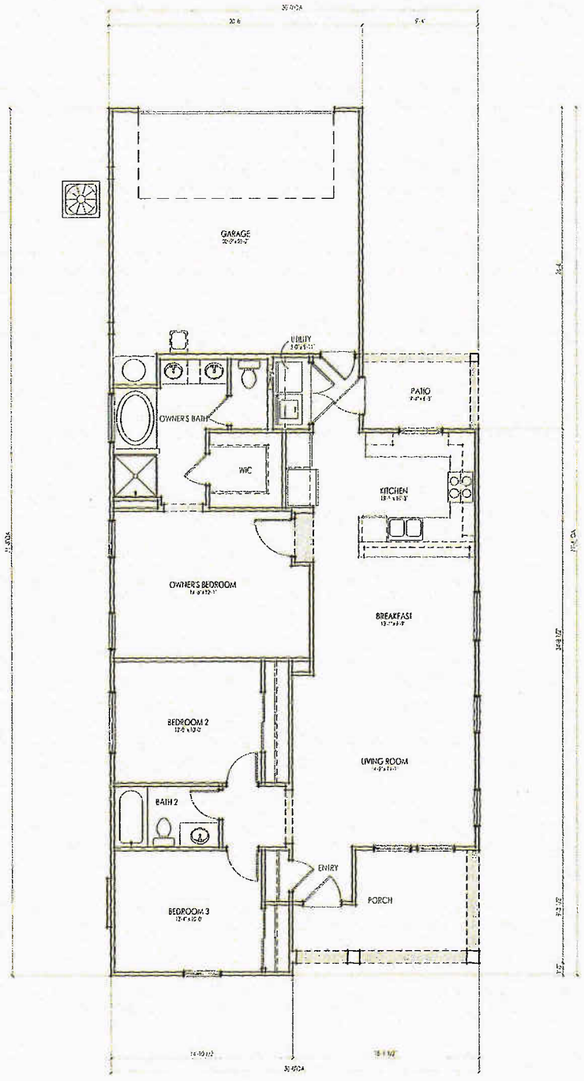
PLAN 1337 - CRAFTSMAN

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MAIN

PLAN 1337

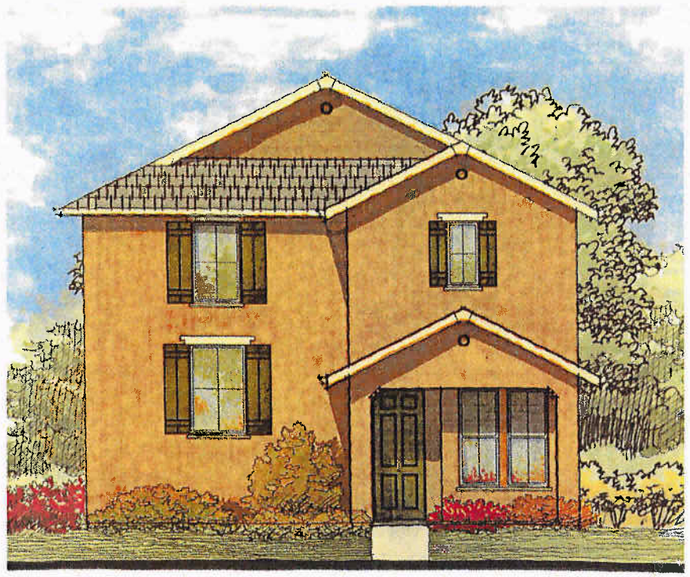
3 BEDROOM / 2 BATH

Beazer Homes

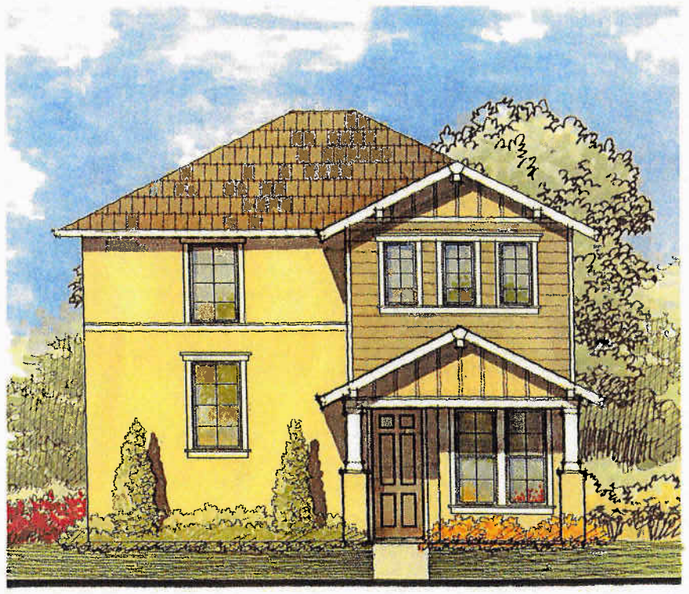
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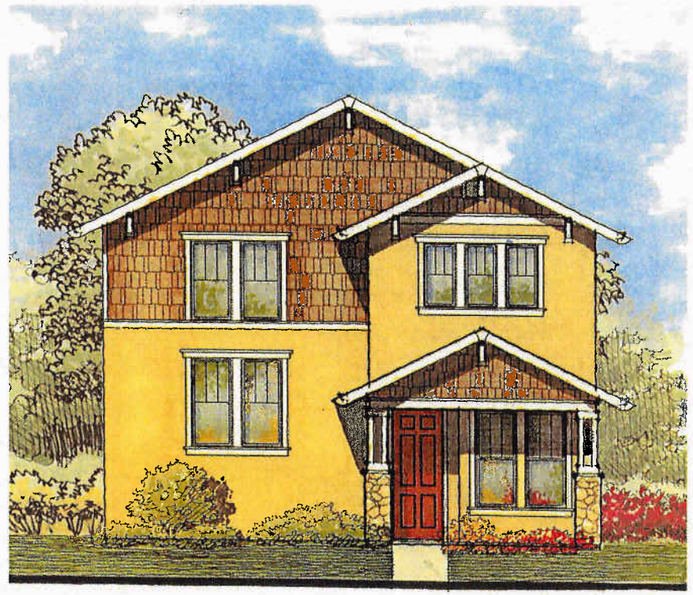
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EARLY CALIFORNIA



CALIFORNIA BUNGALOW



CRAFTSMAN

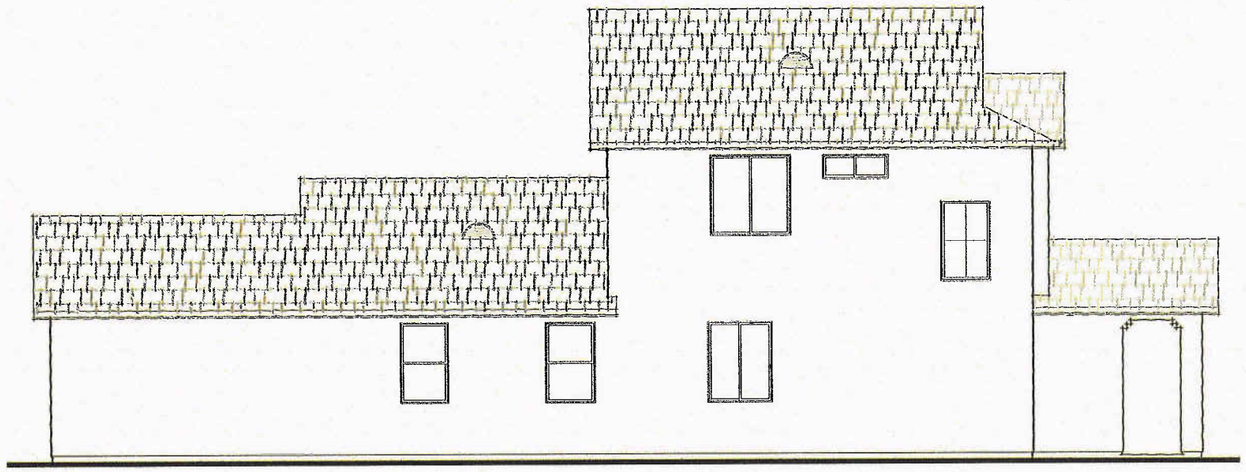
PLAN 1724 - FRONT ELEVATIONS

Beazer Homes

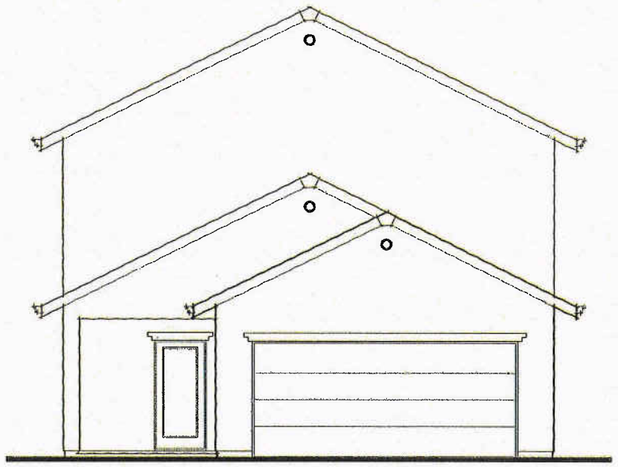
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08/23/2

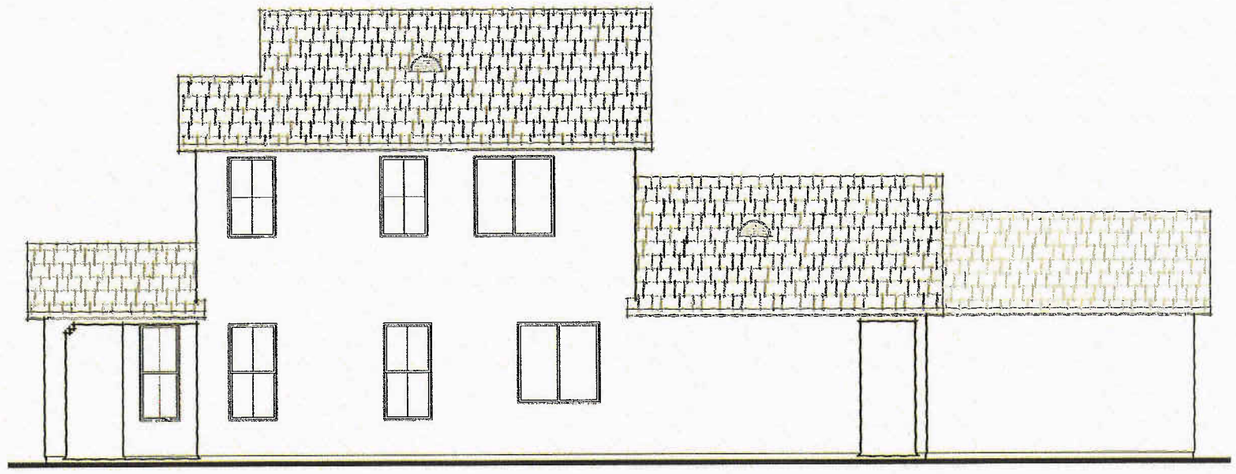
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LEFT



REAR



RIGHT

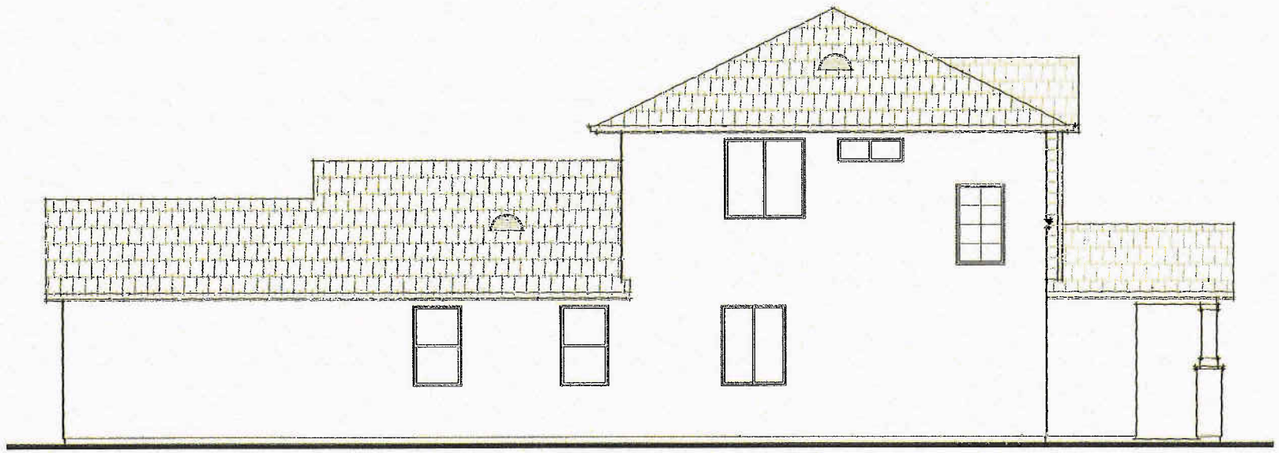
PLAN 1724 - EARLY CALIFORNIA

Beazer Homes

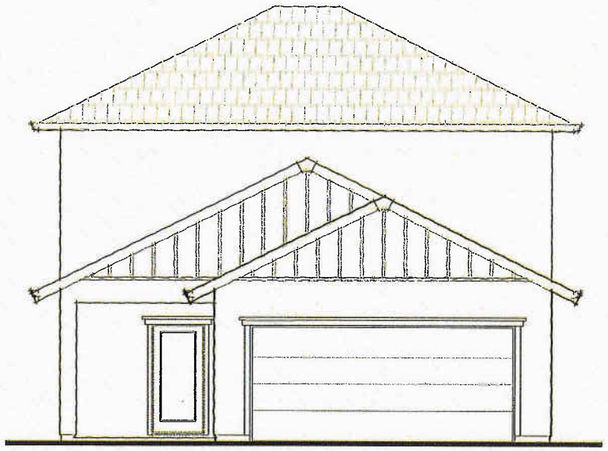
JDA
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F: 916.941.3777
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LEFT



REAR



RIGHT

PLAN 1724 - CALIFORNIA BUNGALOW

Beazer Homes

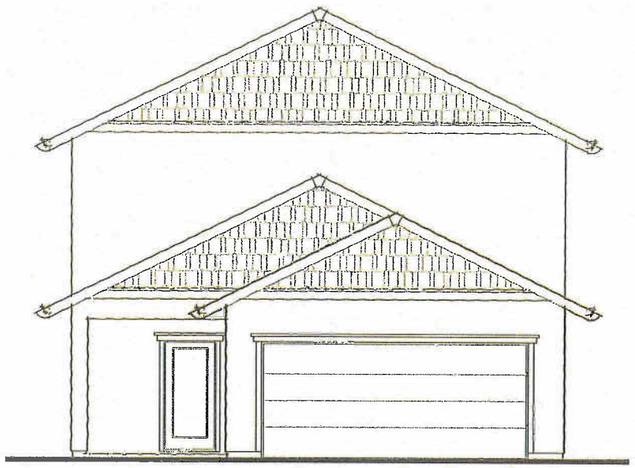
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LEFT



REAR



RIGHT

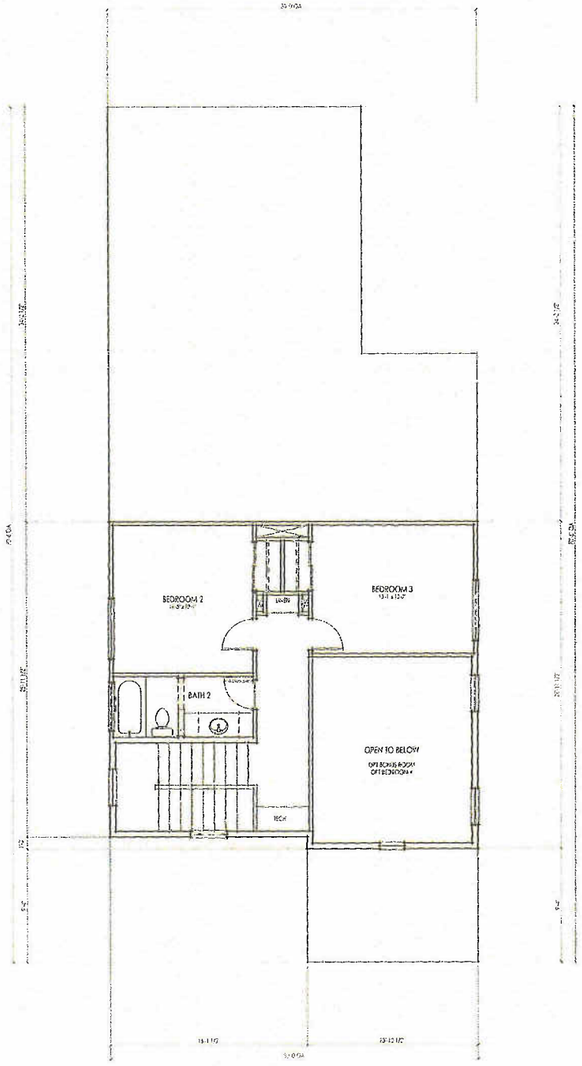
PLAN 1724 - CRAFTSMAN

Beazer Homes

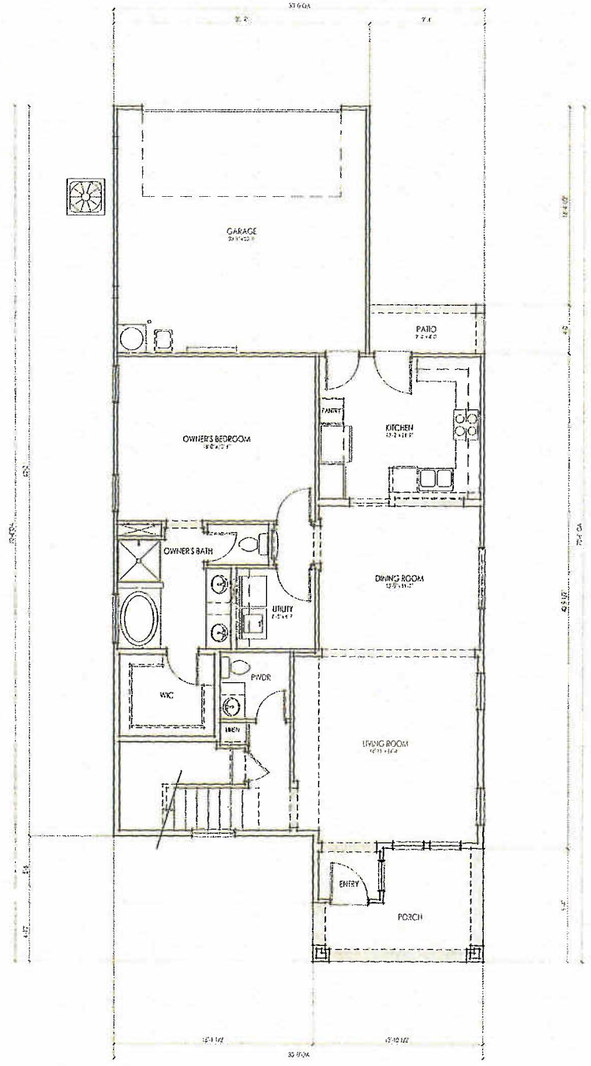
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UPPER



MAIN

PLAN 1724

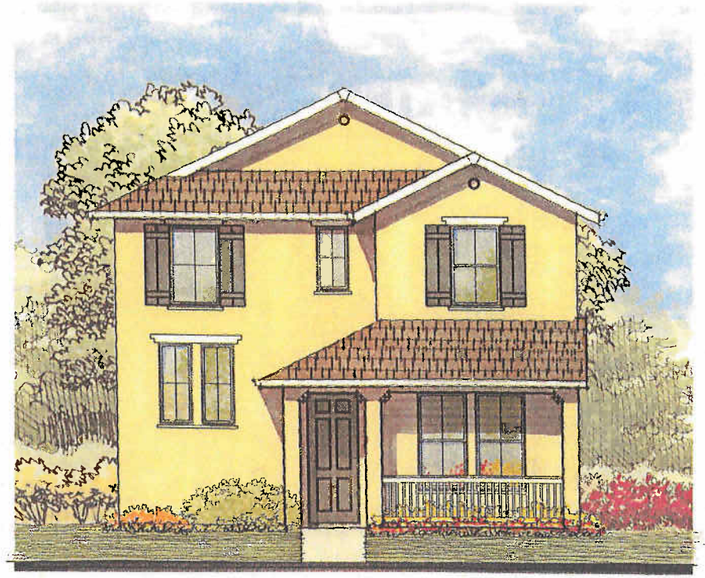
3 BEDROOM / 2.5 BATH + BONUS/BEDROOM 4 OPTION

Beazer Homes

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EARLY CALIFORNIA



CALIFORNIA BUNGALOW



CRAFTSMAN

PLAN 1994 - FRONT ELEVATIONS

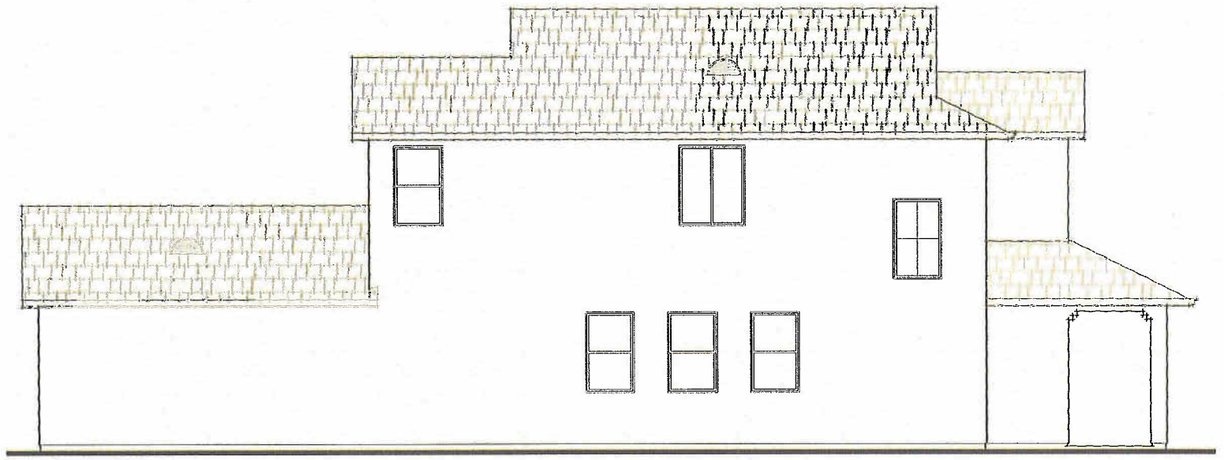
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LEFT



REAR



RIGHT

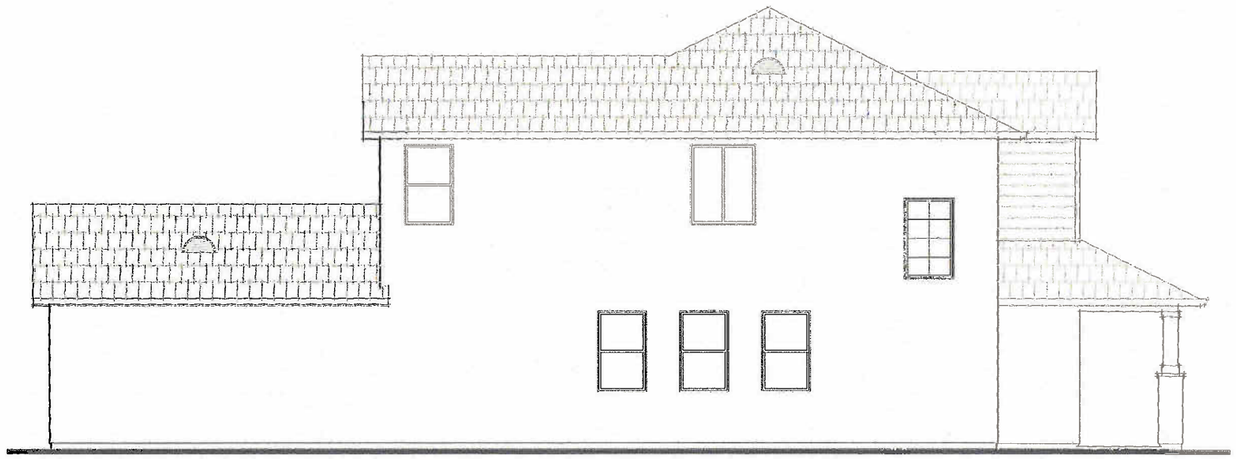
PLAN 1994 - EARLY CALIFORNIA

Beazer Homes

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LEFT



REAR



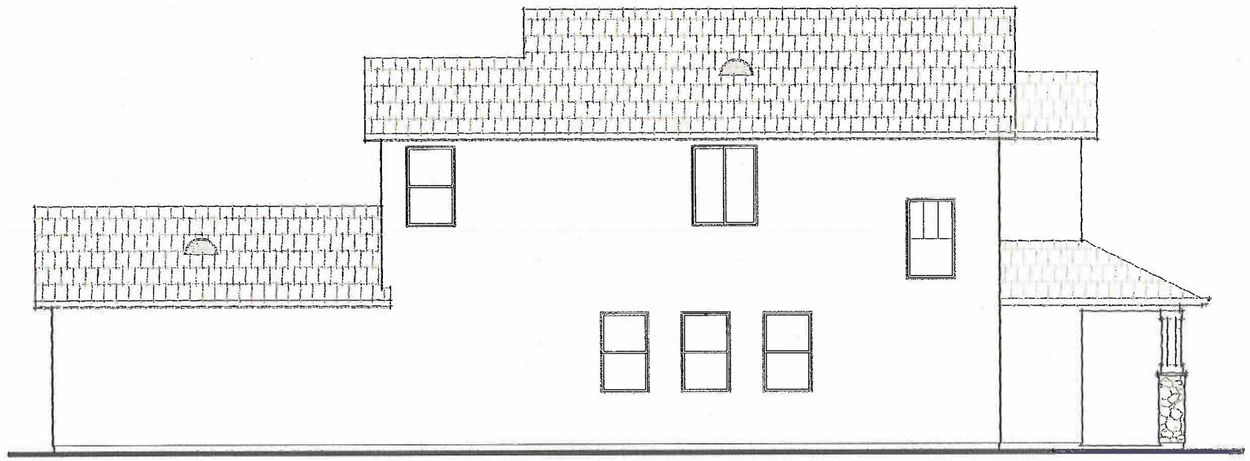
RIGHT

PLAN 1994 - CALIFORNIA BUNGALOW

Beazer Homes

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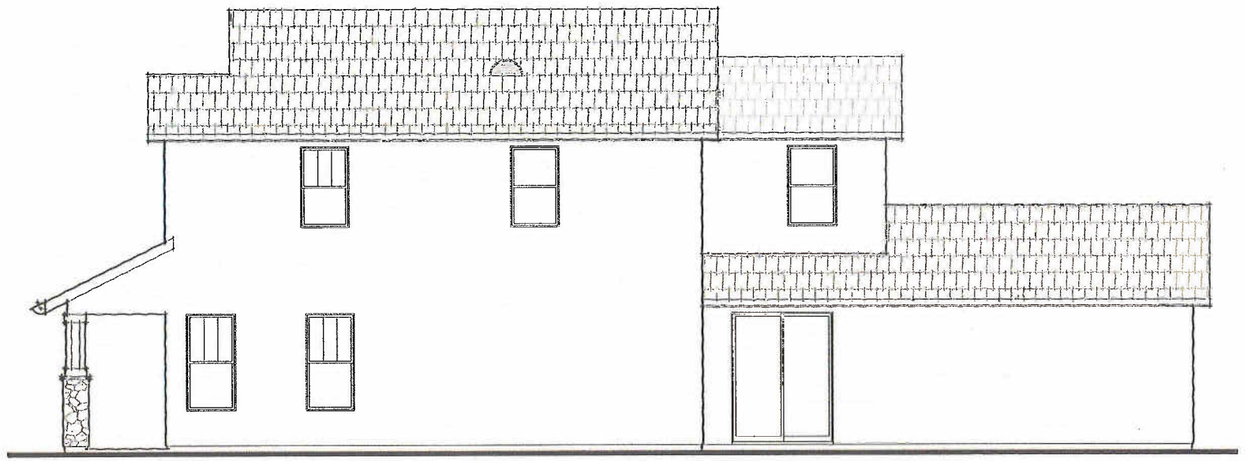
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LEFT



REAR



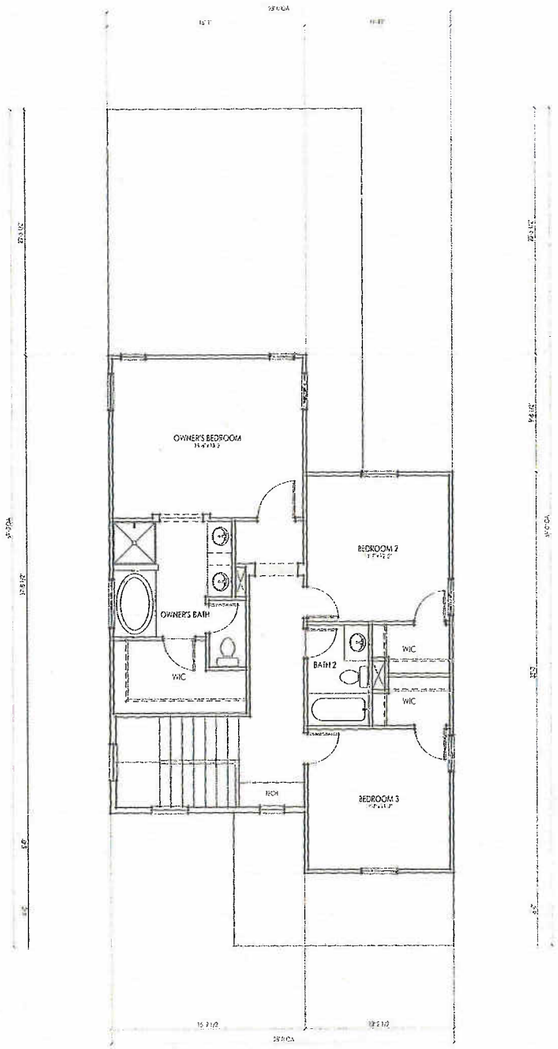
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PLAN 1994 - CRAFTSMAN

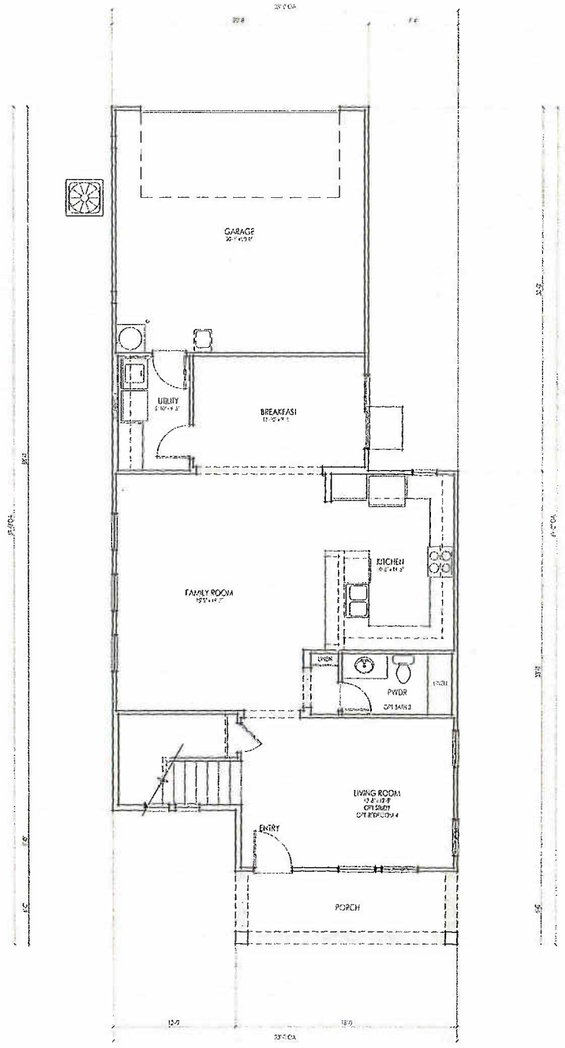
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UPPER



MAIN

PLAN 1994
3 BEDROOM / 2.5 BATH

Beazer Homes

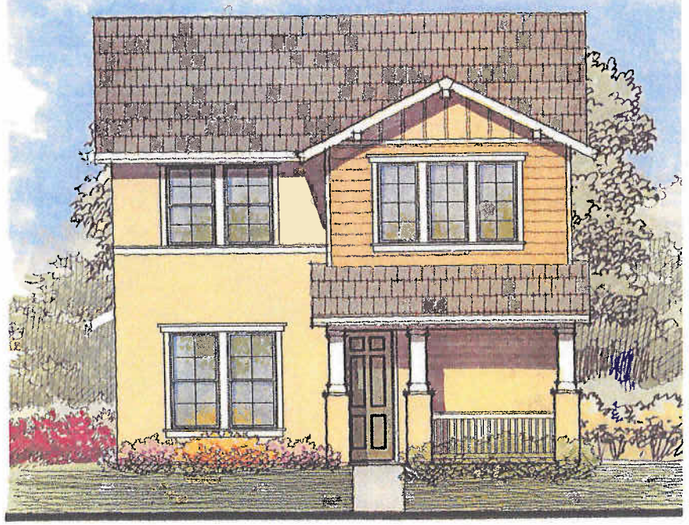
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EARLY CALIFORNIA



CALIFORNIA BUNGALOW



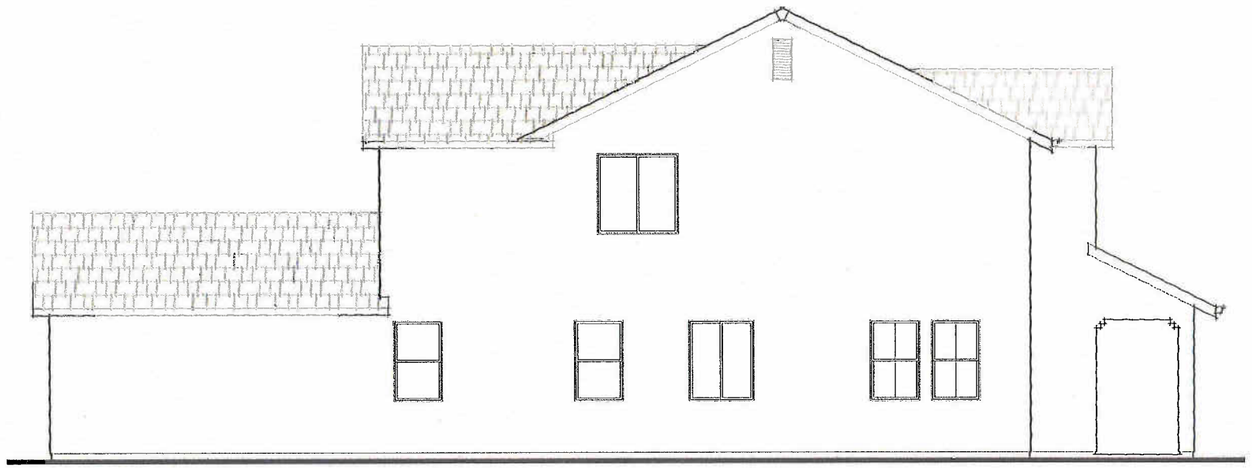
CRAFTSMAN

PLAN 2108 - FRONT ELEVATIONS

Beazer Homes

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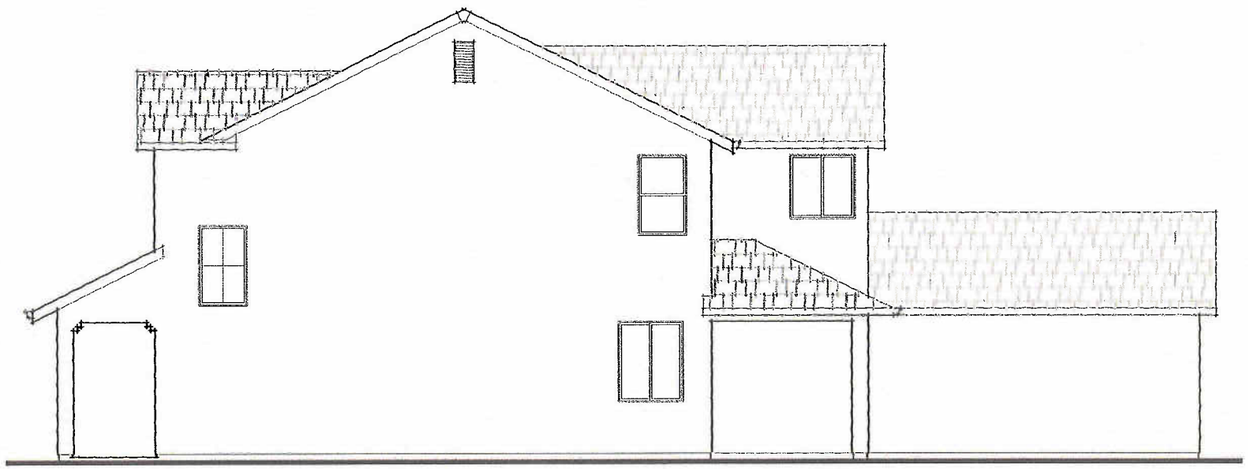
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LEFT



REAR



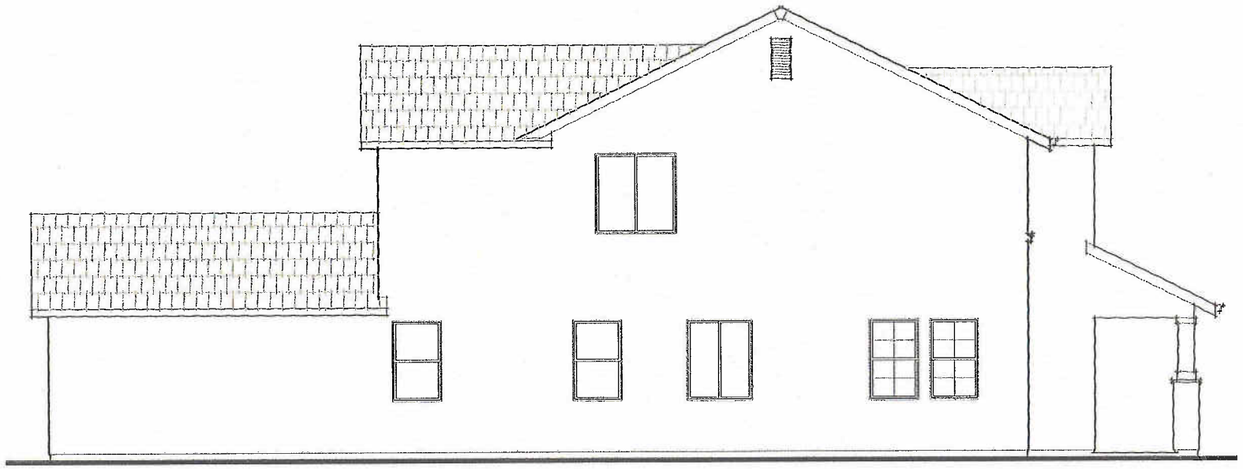
RIGHT

PLAN 2108 - EARLY CALIFORNIA

Beazer Homes

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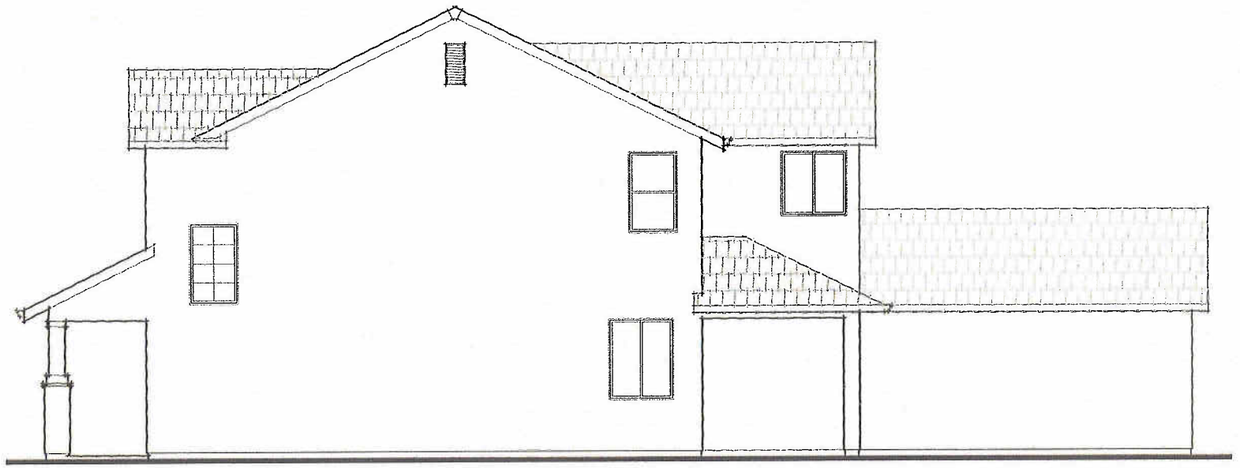
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LEFT



REAR



RIGHT

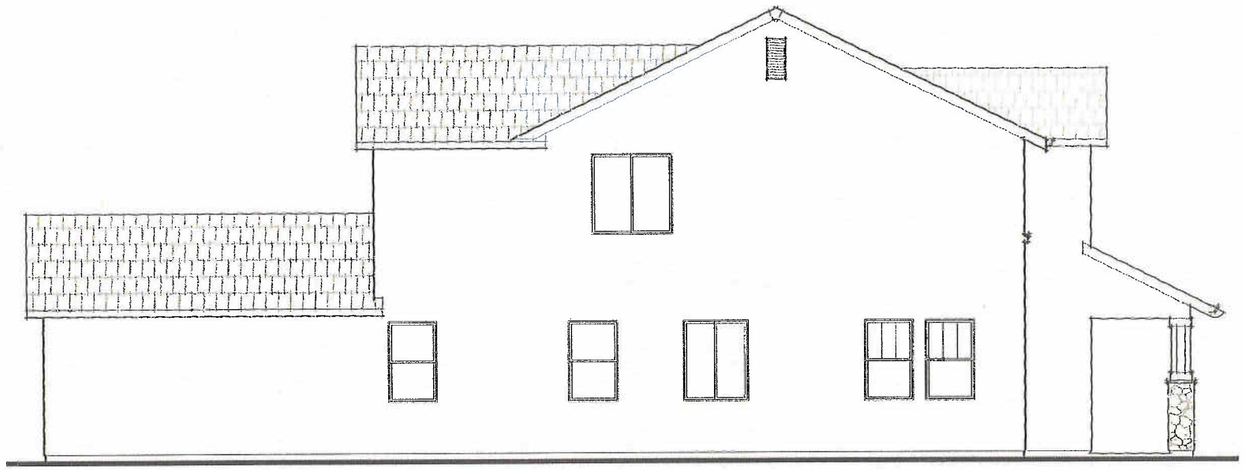
PLAN 2108 - CALIFORNIA BUNGALOWS

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REAR



RIGHT

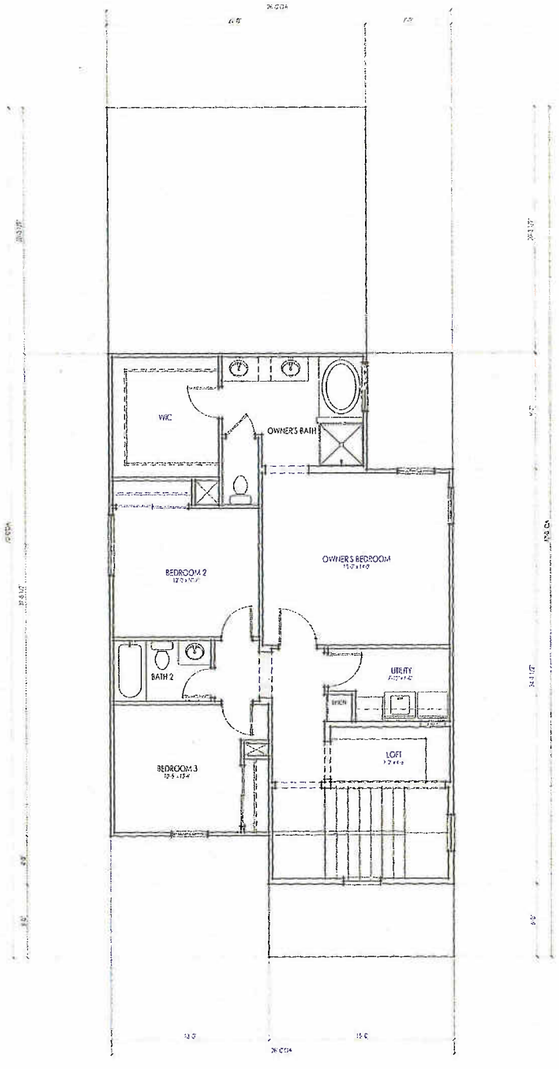
PLAN 2108 - CRAFTSMAN

Beazer Homes

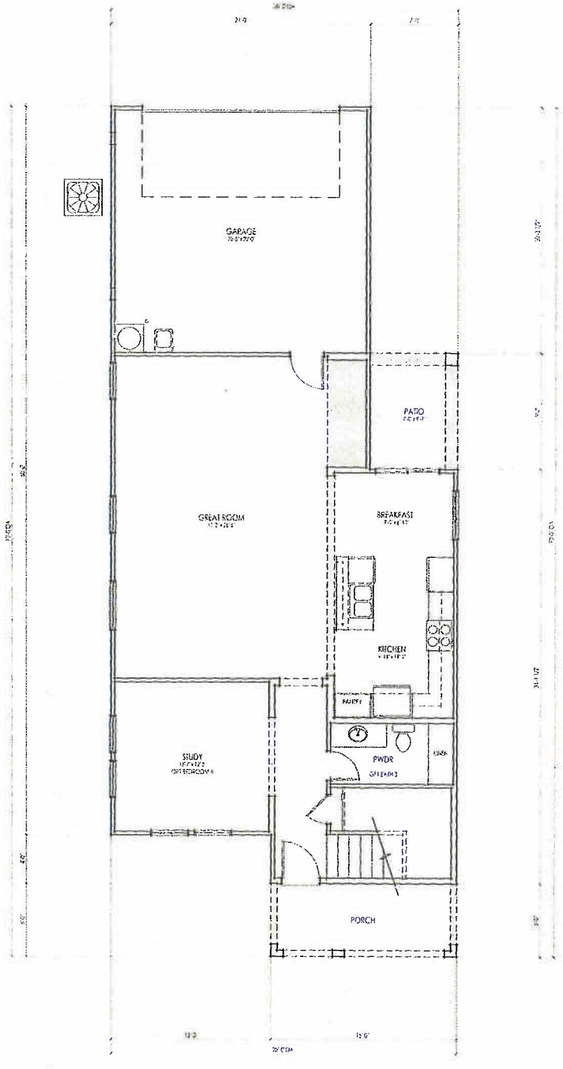
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ARCHITECTS + PLANNERS
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UPPER



MAIN

PLAN 2108

3 BEDROOM / 3 BATH + DEN/BEDROOM 4 OPTION

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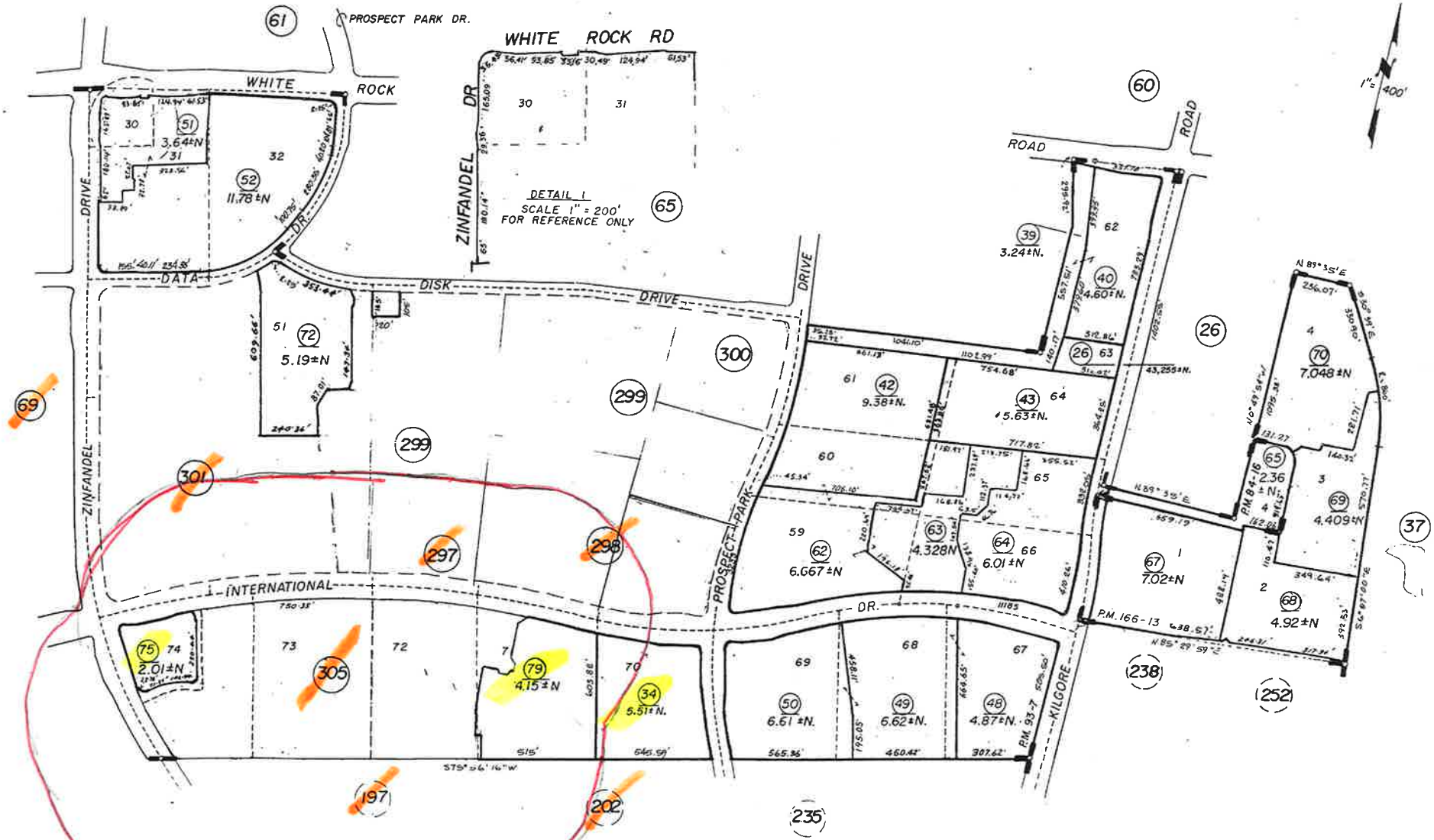
08/23/2

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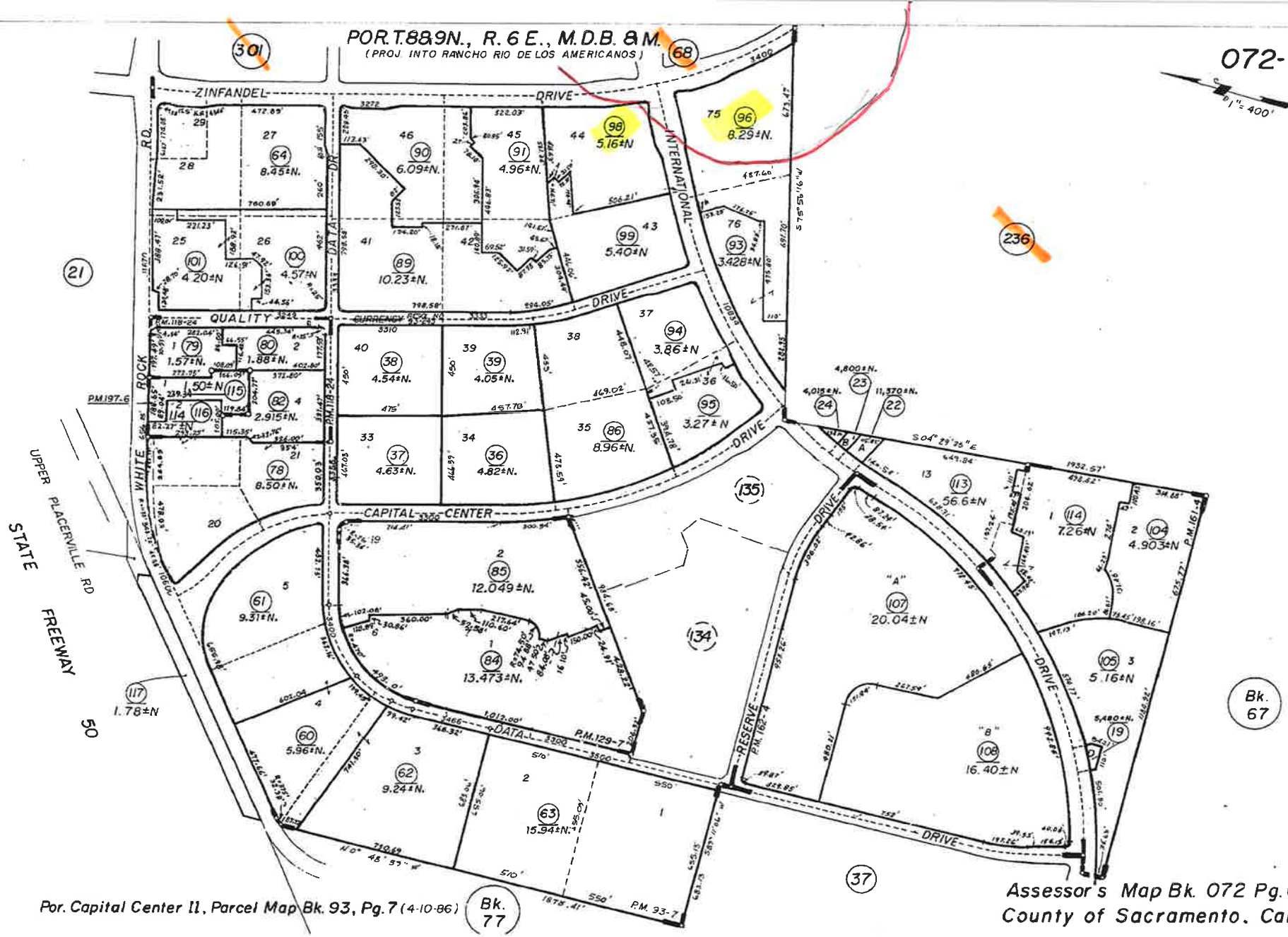

CITY OF RANCHO CORDOVA
Assessor's Map Bk. 072 Pg. 305
County of Sacramento, Calif.
Capital Village Phase III R.M. Bk. 364 Pg. 4 (2-15-2007)
POR T.9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)
072-305
R.M. 364-4
CORRELL WY
PITKIN WY
MERRICK WY
CHELMER WY
BARDEN DR
BRIDGEWAY
GOSPORT
SAMASCO
ARRINGTON
INTERNATIONAL
ZINFANDEL DR
ALLEY
AISLE
WILEY WY
ALLEY 12
ALLEY 13
68
297
301
197

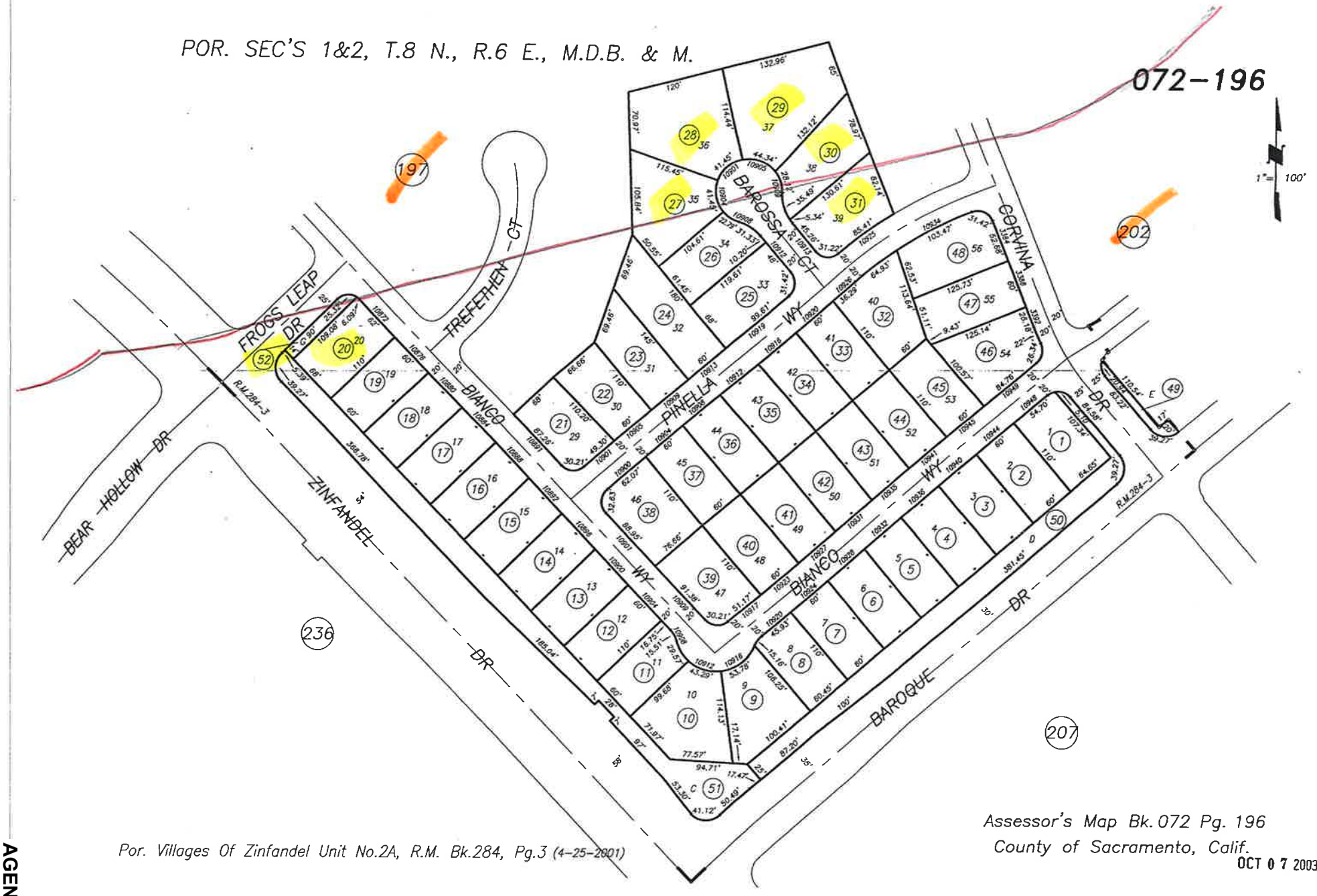
POR. T.8&9N., R. 6 E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

072-68



Assessor's Map Bk. 072 Pg. 68
County of Sacramento, Calif.


072-69
1" = 400'
POR. T.8&9N., R.6E., M.D.B.&M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)
ZINFANDEL DRIVE
INTERNATIONAL DRIVE
QUALITY DRIVE
CURRENCY DRIVE
CAPITAL CENTER DRIVE
RESERVE DRIVE
DRIVE
DATA DR.
R.D.
ROCK
WHITE
UPPER PLACERVILLE RD.
STATE FREEWAY 50
PM 197-6
PM 118-24
PM 129-7
PM 161-4
PM 93-7
5.16±N
8.29±N.
6.09±N.
4.96±N.
5.40±N
3.428±N.
8.45±N.
4.20±N
4.57±N
10.23±N.
3.86±N
1.57±N.
1.88±N.
4.54±N.
4.05±N.
50±N
2.915±N.
3.27±N
4.63±N.
4.82±N.
8.96±N.
8.50±N.
12.049±N.
56.6±N
7.26±N
4.903±N
9.31±N.
20.04±N
13.473±N.
1.78±N
5.96±N.
16.40±N
9.24±N.
15.94±N.
Por. Capital Center 11, Parcel Map Bk. 93, Pg. 7 (4-10-86)
Bk. 77
Bk. 67
Assessor's Map Bk. 072 Pg. 69
County of Sacramento, Calif.



Por. Villages Of Zinfandel Unit No.2A, R.M. Bk.284, Pg.3 (4-25-2001)

Assessor's Map Bk. 072 Pg. 196
County of Sacramento, Calif.

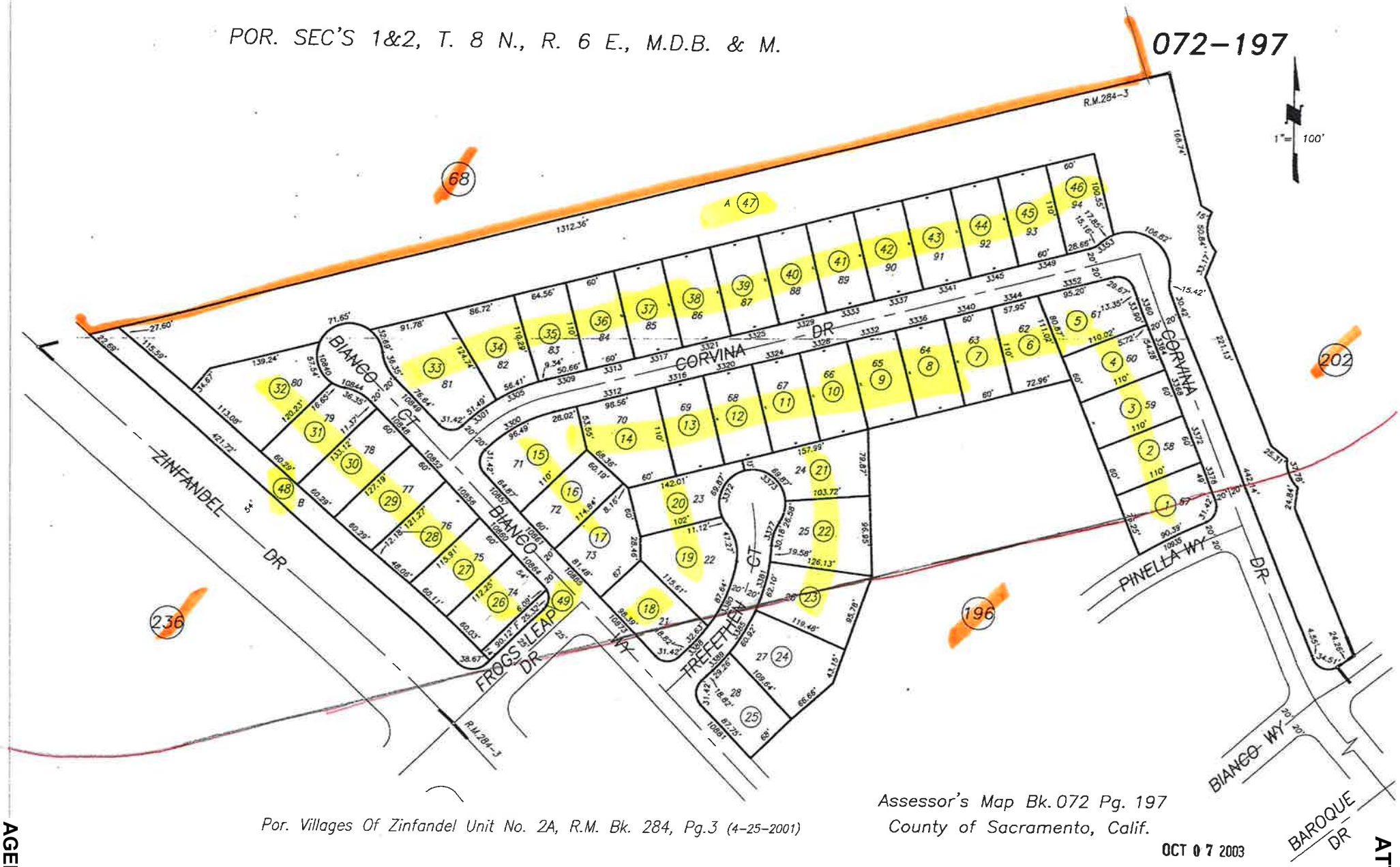
OCT 0 7 2003

AGENDA ITEM 17.3

ATTACHMENT 6
388

POR. SEC'S 1&2, T. 8 N., R. 6 E., M.D.B. & M.

072-197



Por. Villages Of Zinfandel Unit No. 2A, R.M. Bk. 284, Pg.3 (4-25-2001)

Assessor's Map Bk. 072 Pg. 197
County of Sacramento, Calif.

OCT 0 7 2003

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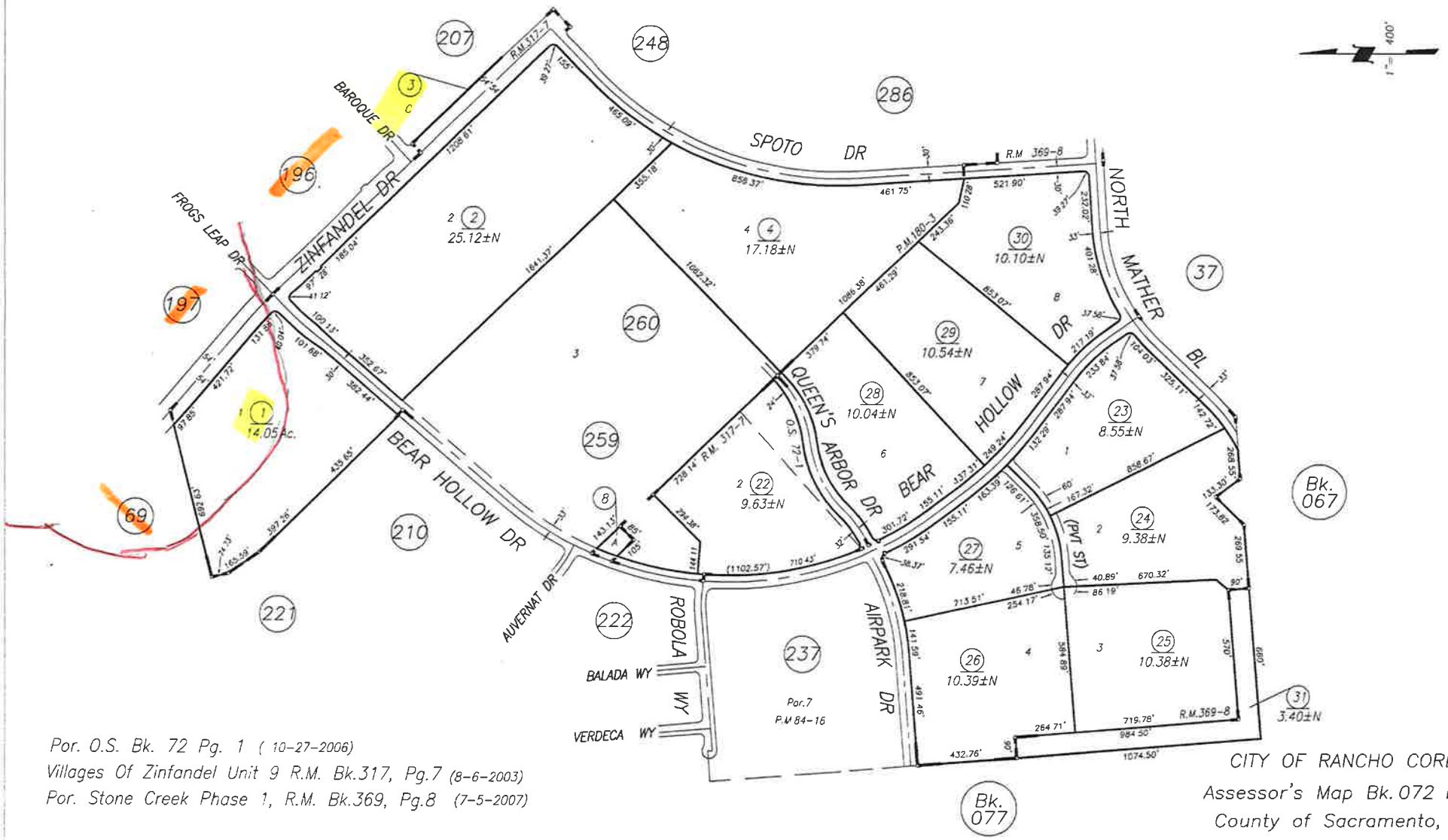
ATTACHMENT 6
389


POR. SEC. 1 T.8 N., R.6 E., M.D.B. & M.
072–202
PELARA CT
PELARA WY
VIANO CT
BIANCO WY
ROMANO CT
PINELLA WY
CORVINA DR
PROSPECT PARK DR
FIORE DR
BAROQUE DR
R.M. 288–3
Villages Of Zinfandel Unit No.2B, R.M. Bk.288, Pg.3 (8–16–2001)
Assessor's Map Bk. 072 Pg. 202
County of Sacramento, Calif.
OCT 07 2003

&

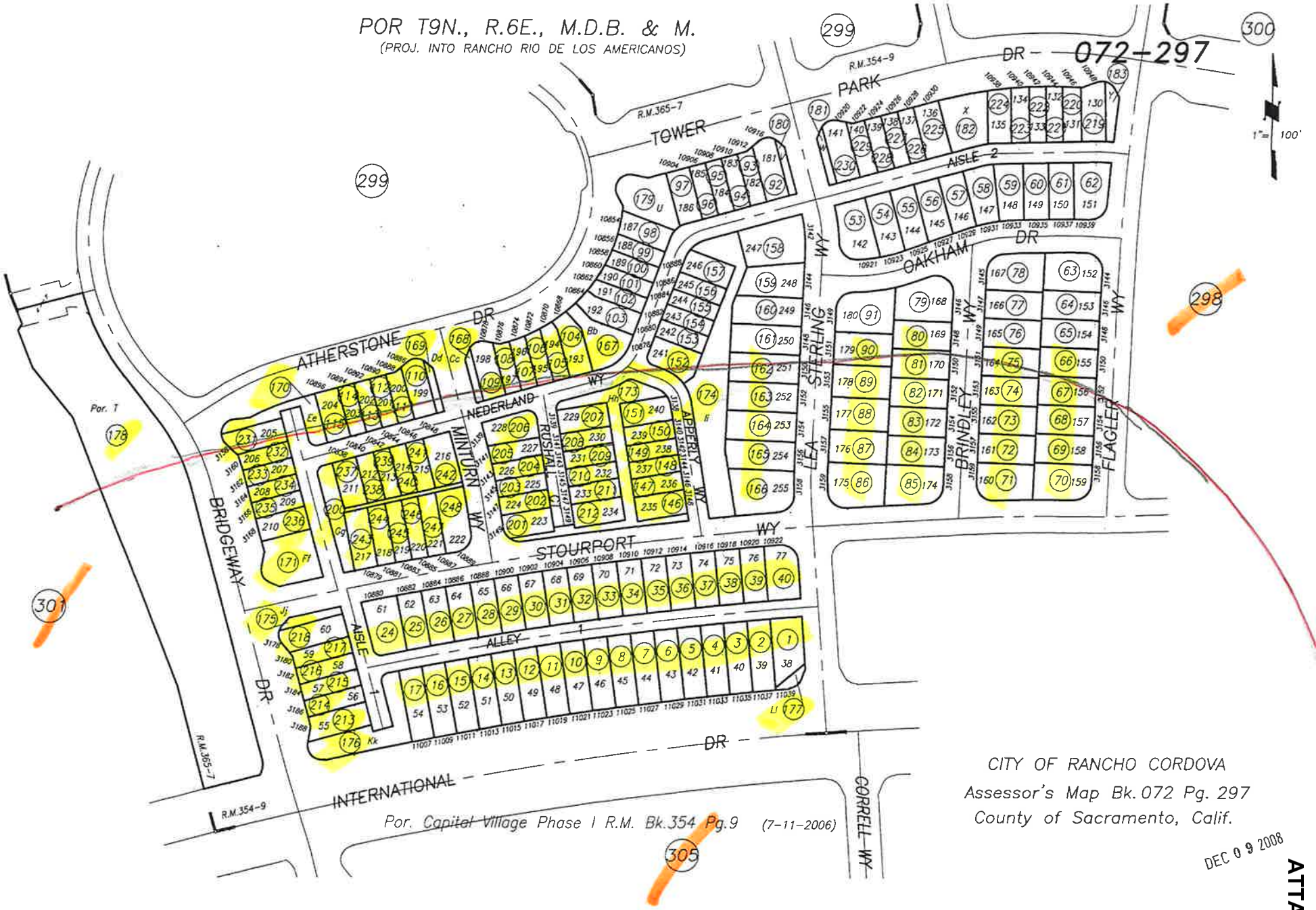
SEC'S 1,2,11 & 12, T.8N., R 6E., M.D.B.&M.

072-236



Por. O.S. Bk. 72 Pg. 1 (10-27-2006)
Villages Of Zinfandel Unit 9 R.M. Bk.317, Pg.7 (8-6-2003)
Por. Stone Creek Phase 1, R.M. Bk.369, Pg.8 (7-5-2007)

CITY OF RANCHO CORDOVA
Assessor's Map Bk. 072 Pg. 236
County of Sacramento, Calif.



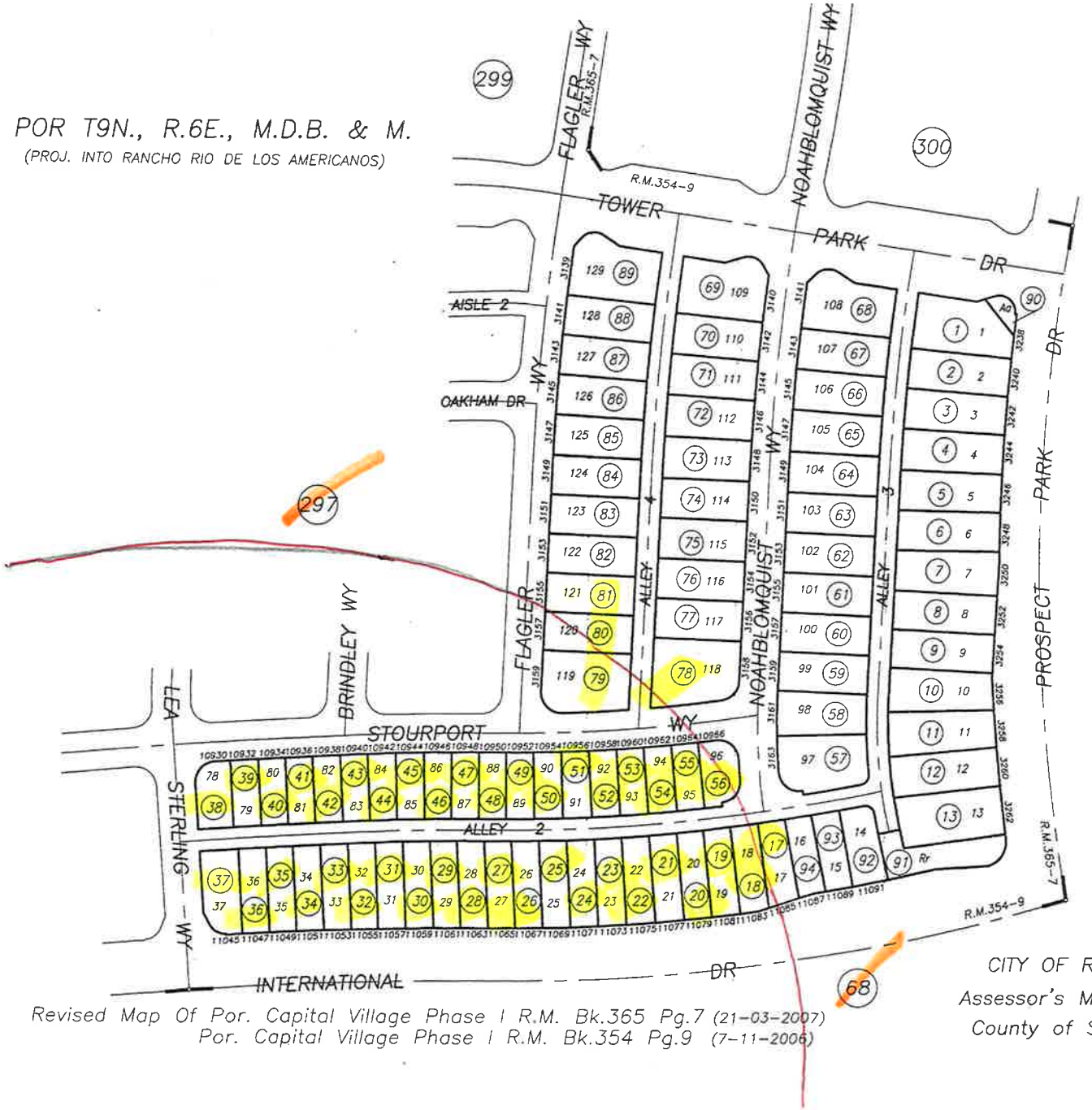
Revised Map Of Por. Capital Village Phase I R.M. Bk.365 Pg.7(3-21-2007)
Revised Map Of The Revised Maps Of Por. Capital Village Phases 1 and 11 R.M. Bk.373 Pg. 6 (3-24-08)

AGENDA ITEM 17.3

ATTACHMENT 6
392

072-298

POR T9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)



Revised Map Of Por. Capital Village Phase I R.M. Bk.365 Pg.7 (21-03-2007)
Por. Capital Village Phase I R.M. Bk.354 Pg.9 (7-11-2006)

CITY OF RANCHO CORDOVA
Assessor's Map Bk. 072 Pg. 298
County of Sacramento, Calif. DEC 09 2008

AGENDA ITEM 17.3

ATTACHMENT 6
393

POR T9N., R.6E., M.D.B. & M.

(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

072-301

1" = 200'



Capital Village Commercial P.M. Bk.195 Pg. 7 (9-8-2006)

CITY OF RANCHO CORDOVA

Assessor's Map Bk. 072 Pg. 301

County of Sacramento, Calif.

MAR 13 2017

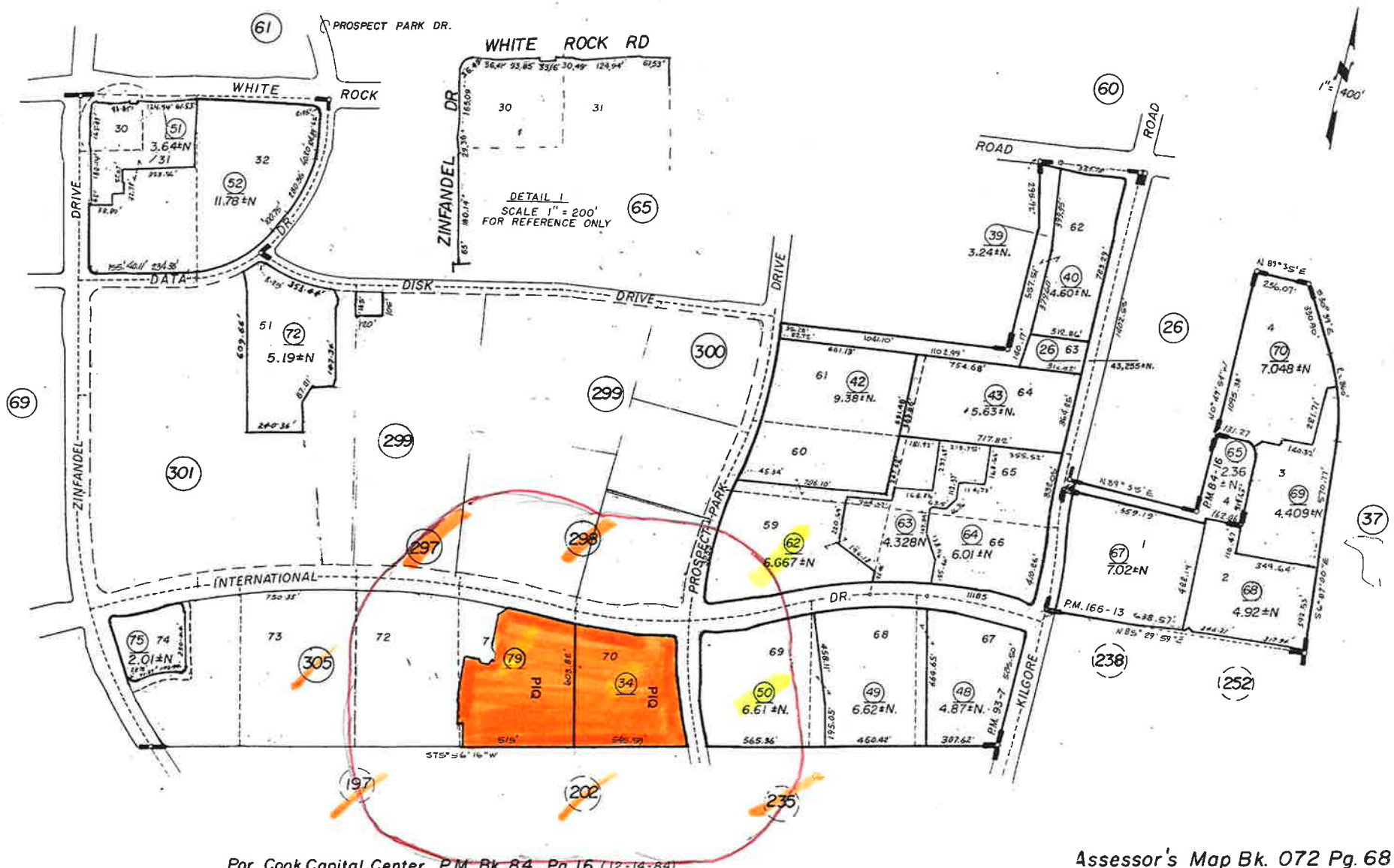
AGENDA ITEM 17.3

ATTACHMENT 6

394

POR. T.8&9N., R. 6 E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)

072-68



Assessor's Map Bk. 072 Pg. 68
County of Sacramento, Calif.



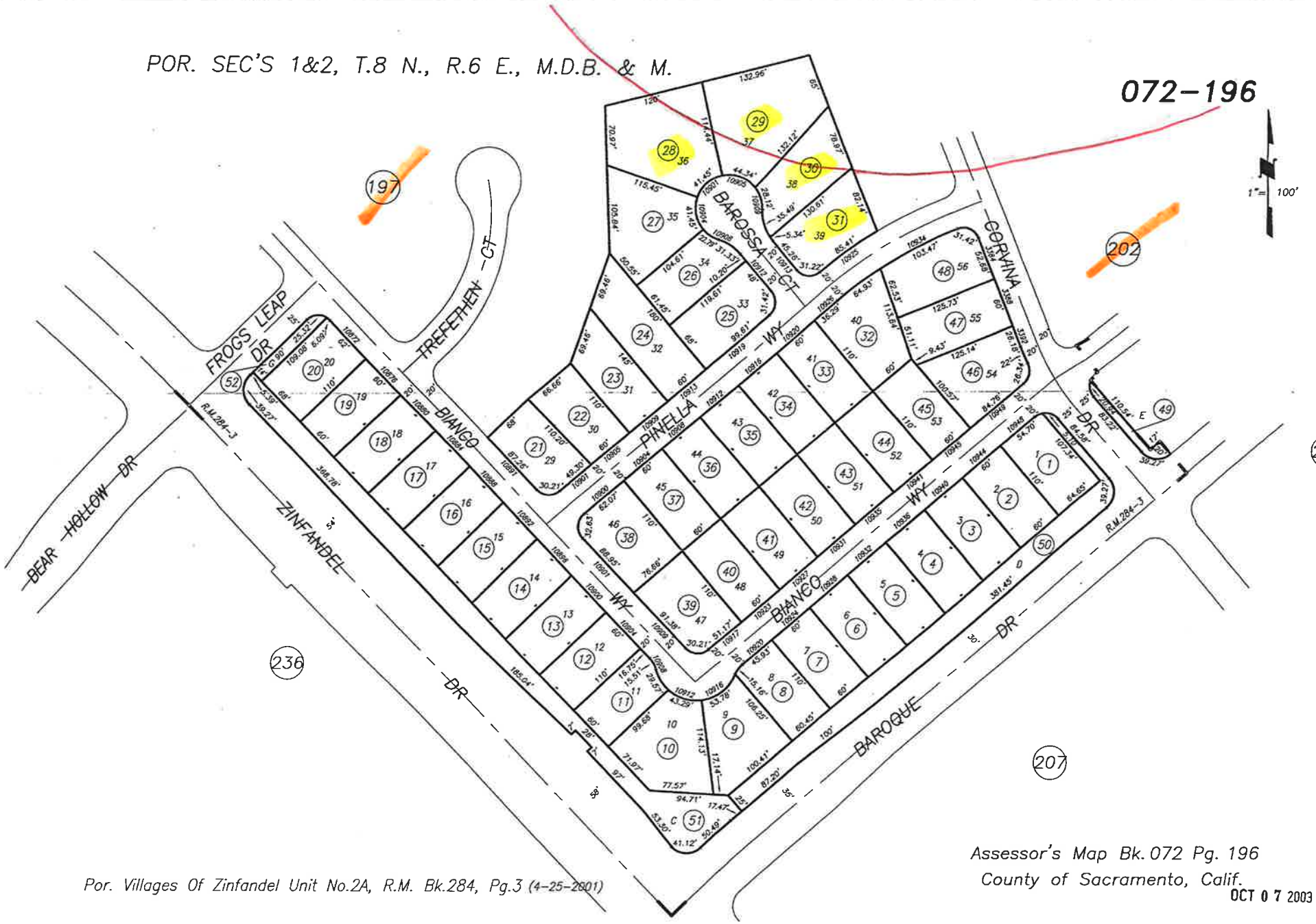
Villages Of Zinfandel Unit No.2B, R.M. Bk.288, Pg.3 (8-16-2001)

Assessor's Map Bk. 072 Pg. 202
County of Sacramento, Calif.

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AGENDA ITEM 17.3

ATTACHMENT 6
396

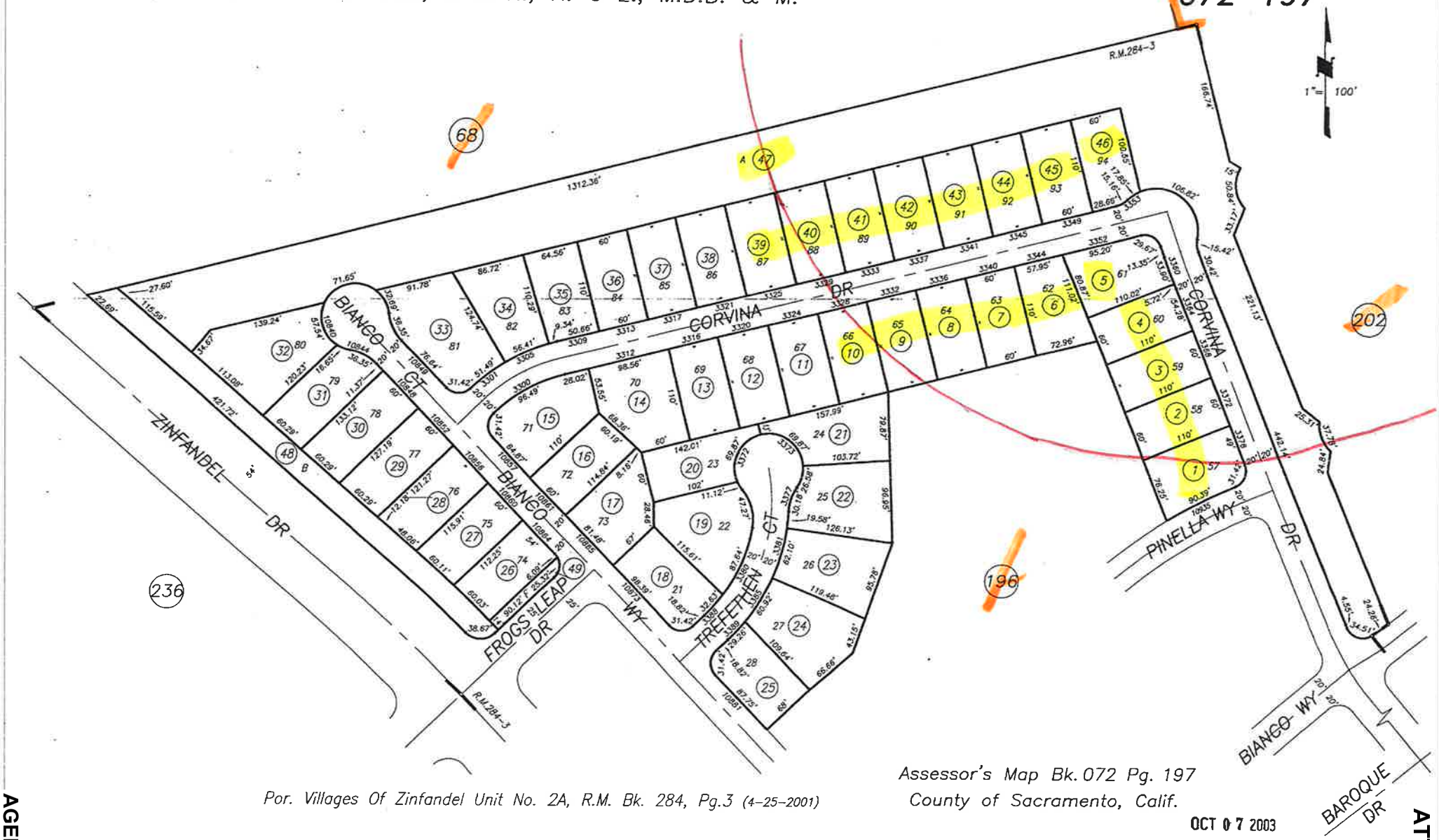


AGENDA ITEM 17.3

ATTACHMENT 6
397

POR. SEC'S 1&2, T. 8 N., R. 6 E., M.D.B. & M.

072-197



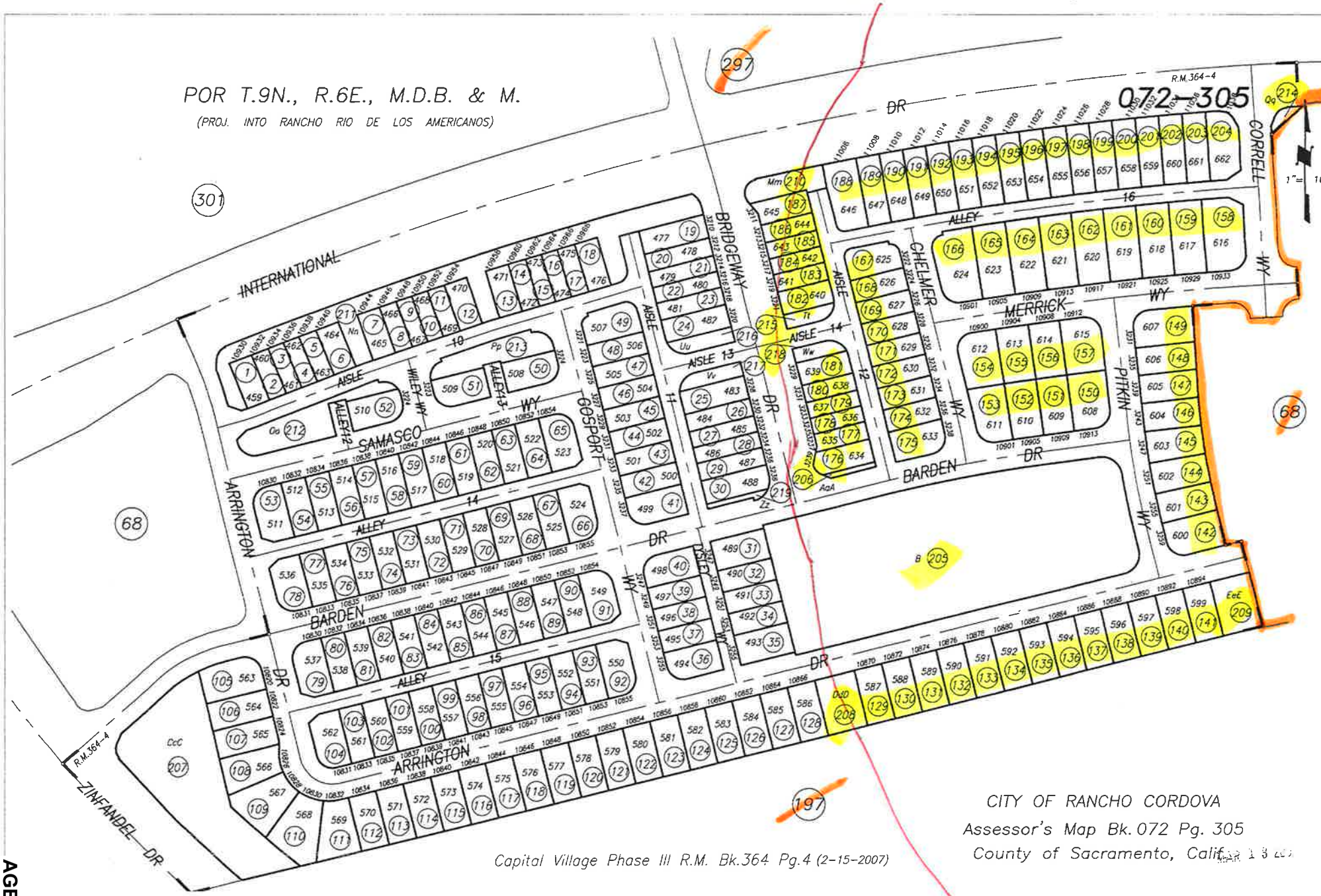
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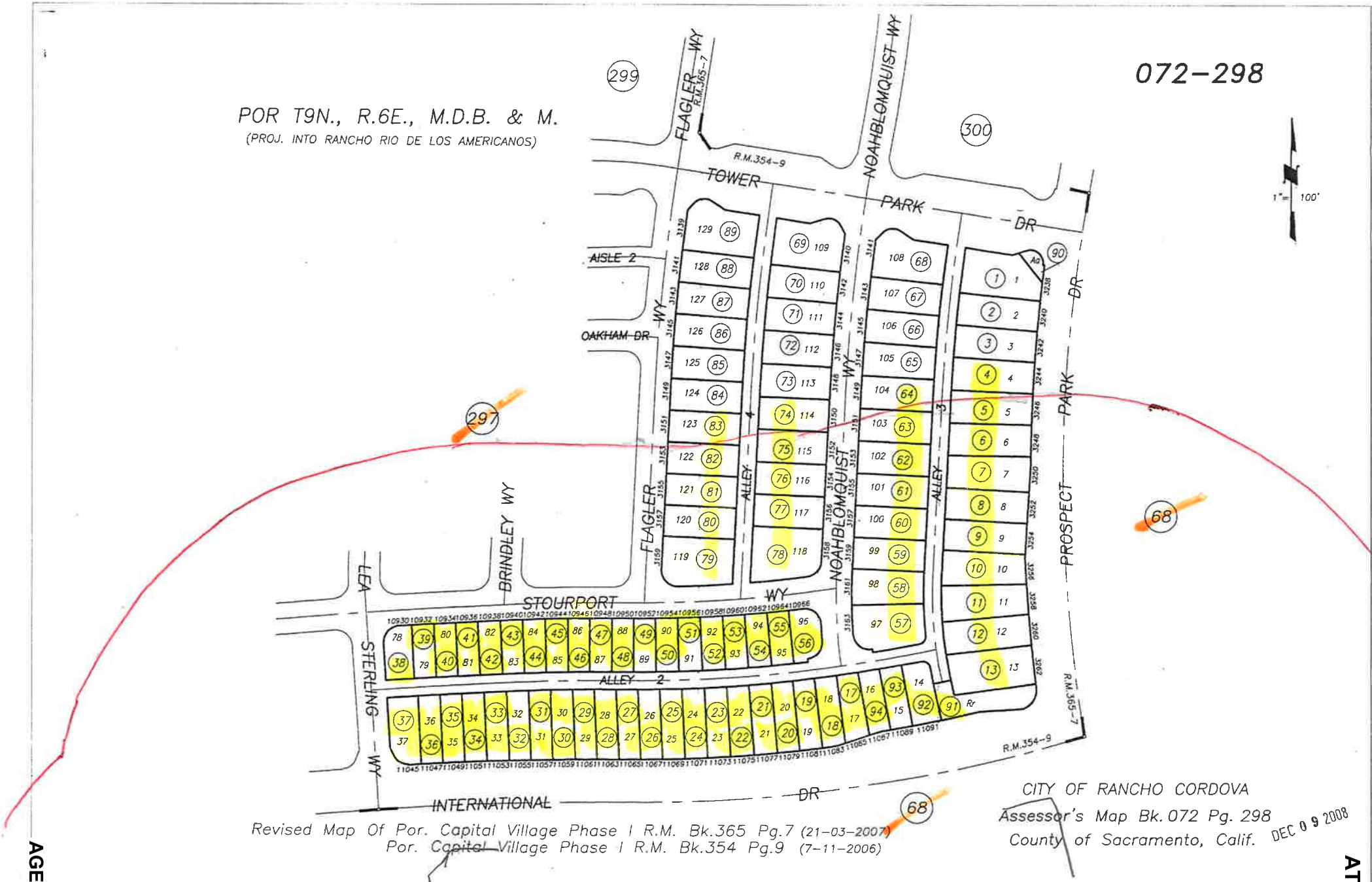
Assessor's Map Bk. 072 Pg. 197
County of Sacramento, Calif.

OCT 07 2003

AGENDA ITEM 17.3

ATTACHMENT 6
398


POR T.9N., R.6E., M.D.B. & M.
(PROJ. INTO RANCHO RIO DE LOS AMERICANOS)
072-305
R.M.364-4
INTERNATIONAL
CORRELL
BRIDGEWAY
CHELMER
MERRICK
PITKIN
SAMASCO
GOSPORT
ARRINGTON
BARDEN
ZINFANDEL DR
ALLEY
AISLE
DR
WY
1"= 100'
CITY OF RANCHO CORDOVA
Assessor's Map Bk. 072 Pg. 305
County of Sacramento, Calif.
Capital Village Phase III R.M. Bk.364 Pg.4 (2-15-2007)



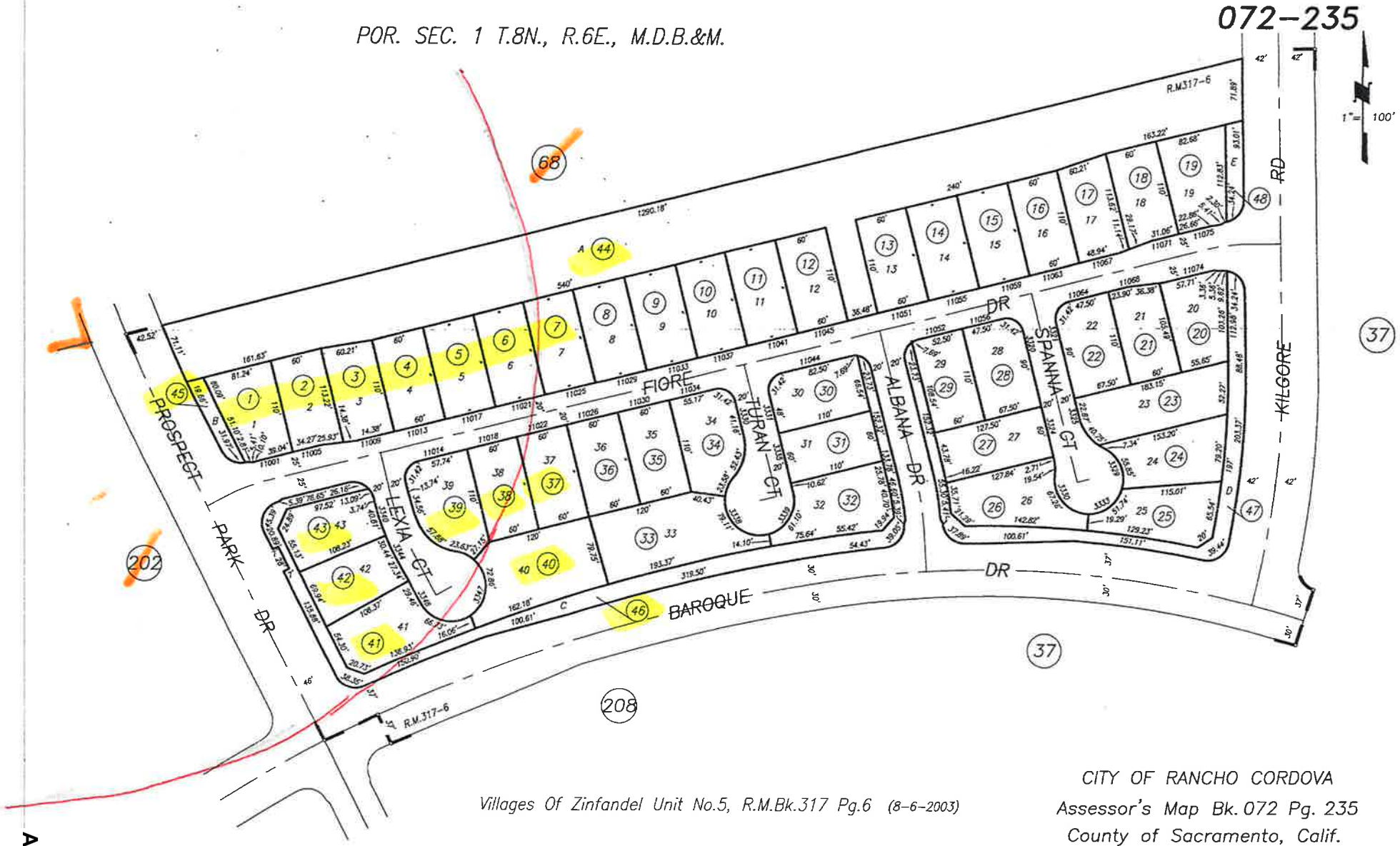
AGENDA ITEM 17.3
ATTACHMENT 6
400



Revised Map Of Por. Capital Village Phase I R.M. Bk.365 Pg.7 (3-21-2007)
Revised Map Of The Revised Maps Of Por. Capital Village Phases 1 and 11 R.M. Bk.373 Pg. 6 (3-24-08)

AGENDA ITEM 17.3

ATTACHMENT 6
401



AGENDA ITEM 17.3
ATTACHMENT 6
402

072 0680 034 0000
Occupant At
International Dr
Rancho Cordova, CA 95670-0000

072 0680 075 0000
Occupant At
3301 Zinfandel Dr
Rancho Cordova, CA 95670-6385

072 0680 079 0000
Occupant At
International Dr
Rancho Cordova, CA 95670-0000

072 0690 096 0000
Occupant At
3300 Zinfandel Dr
Rancho Cordova, CA 95670-6043

072 0690 098 0000
Occupant At
10875 International Dr
Rancho Cordova, CA 95670-7371

072 1960 020 0000
Occupant At
10872 Bianco Way
Rancho Cordova, CA 95670-6901

072 1960 027 0000
Occupant At
10904 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 028 0000
Occupant At
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Occupant At
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Occupant At
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Occupant At
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 052 0000
Occupant At
Frogs Leap Dr
Rancho Cordova, CA 95670-0000

072 1970 001 0000
Occupant At
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
Occupant At
3372 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 003 0000
Occupant At
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Occupant At
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
Occupant At
3360 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 006 0000
Occupant At
3344 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 007 0000
Occupant At
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Occupant At
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Occupant At
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Occupant At
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 011 0000
Occupant At
3324 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 012 0000
Occupant At
3320 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 013 0000
Occupant At
3316 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 014 0000
Occupant At
3312 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 015 0000
Occupant At
10857 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 016 0000
Occupant At
10861 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 017 0000
Occupant At
10865 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 018 0000
Occupant At
3388 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 019 0000
Occupant At
3380 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 020 0000
Occupant At
3372 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 021 0000
Occupant At
3373 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 022 0000
Occupant At
3377 Trefethen Ct
Gold River, CA 95670-6905

072 1970 023 0000
Occupant At
3381 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 026 0000
Occupant At
10864 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 049 0000
Occupant At
Frogs Leap Dr
Rancho Cordova, CA 95670-0000

072 2020 005 0000
Occupant At
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
Occupant At
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
Occupant At
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
Occupant At
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
Occupant At
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
Occupant At
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Occupant At
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
Occupant At
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 013 0000
Occupant At
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Occupant At
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Occupant At
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Occupant At
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Occupant At
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
Occupant At
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Occupant At
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
Occupant At
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Occupant At
10953 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Occupant At
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Occupant At
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
Occupant At
11000 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 067 0000
Occupant At
Bianco Way
Rancho Cordova, CA 95670-0000

072 2360 001 0000
Occupant At
Zinfander Dr
Rancho Cordova, CA 95670-0000

072 2360 003 0000
Occupant At
Zinfander Dr
Rancho Cordova, CA 95670-0000

072 2970 001 0000
Occupant At
11039 International Dr
Rancho Cordova, CA 95670-6252

072 2970 002 0000
Occupant At
11037 International Dr
Rancho Cordova, CA 95670-6251

072 2970 003 0000
Occupant At
11035 International Dr
Rancho Cordova, CA 95670-6251

072 2970 004 0000
Occupant At
11033 International Dr
Rancho Cordova, CA 95670-6251

072 2970 005 0000
Occupant At
11031 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11029 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11027 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11025 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11023 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11021 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11019 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11017 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11015 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11013 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11011 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11009 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11007 International Dr
Rancho Cordova, CA 95670-6250

072 2970 024 0000
Occupant At
10880 Stourport Way
Rancho Cordova, CA 95670-6247

072 2970 025 0000
Occupant At
10882 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10884 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10886 Stourport Way
Rancho Cordova, CA 95670-6247

072 2970 028 0000
Occupant At
10888 Stourport Way
Gold River, CA 95670-6247

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Occupant At
10900 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 030 0000
Occupant At
10902 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 031 0000
Occupant At
10904 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 032 0000
Occupant At
10906 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 033 0000
Occupant At
10908 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 034 0000
Occupant At
10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
Occupant At
10912 Stourport Way
Gold River, CA 95670-6248

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Occupant At
10914 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
10916 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
10918 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
10920 Stourport Way
Gold River, CA 95670-6248

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Occupant At
10922 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
3150 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3152 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3154 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3156 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3158 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3159 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3157 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3155 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3153 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3151 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3148 Brindley Way
Gold River, CA 95670-6259

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Occupant At
3150 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3152 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3154 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
3156 Brindley Way
Rancho Cordova, CA 95670-6259

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Occupant At
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Rancho Cordova, CA 95670-6259

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Occupant At
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Rancho Cordova, CA 95670-6261

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3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 090 0000
Occupant At
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 104 0000
Occupant At
10868 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 105 0000
Occupant At
10870 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10872 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10874 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10876 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10878 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10886 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10888 Atherstone Dr
Rancho Cordova, CA 95670-6266

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Occupant At
10890 Atherstone Dr
Gold River, CA 95670-6266

072 2970 113 0000
Occupant At
10892 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 114 0000
Occupant At
10894 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 115 0000
Occupant At
10896 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 146 0000
Occupant At
3148 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 147 0000
Occupant At
3146 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 148 0000
Occupant At
3144 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 149 0000
Occupant At
3142 Apperly Way
Rancho Cordova, CA 95670-6269

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Occupant At
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 151 0000
Occupant At
3138 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 152 0000
Occupant At
10878 Nederland Way
Rancho Cordova, CA 95670-6267

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Occupant At
3150 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3152 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3154 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

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Occupant At
Atherstone Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Atherstone Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Atherstone Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Atherstone Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Bridgeway Dr
Rancho Cordova, CA 95670-0000

072 2970 173 0000
Occupant At
Stourport Way
Rancho Cordova, CA 95670-0000

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Occupant At
Stourport Way
Rancho Cordova, CA 95670-0000

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Occupant At
Bridgeway Dr
Rancho Cordova, CA 95670-0000

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Occupant At
International Dr
Rancho Cordova, CA 95670-0000

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Occupant At
International Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Bridgeway Dr
Rancho Cordova, CA 95670-0000

072 2970 200 0000
Occupant At
Nederland Way
Rancho Cordova, CA 95670-0000

072 2970 201 0000
Occupant At
3149 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 202 0000
Occupant At
3147 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 203 0000
Occupant At
3145 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 204 0000
Occupant At
3143 Minturn Way
Rancho Cordova, CA 95670-6271

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Occupant At
3141 Minturn Way
Rancho Cordova, CA 95670-6271

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Occupant At
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Rancho Cordova, CA 95670-6271

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Occupant At
3139 Rushall Ct
Rancho Cordova, CA 95670-6270

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Occupant At
3141 Rushall Ct
Rancho Cordova, CA 95670-6270

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Occupant At
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Rancho Cordova, CA 95670-6270

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Occupant At
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Rancho Cordova, CA 95670-6270

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Occupant At
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Rancho Cordova, CA 95670-6270

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Occupant At
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Rancho Cordova, CA 95670-6270

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Occupant At
3188 Bridgeway Dr
Rancho Cordova, CA 95670-6246

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Occupant At
3186 Bridgeway Dr
Rancho Cordova, CA 95670-6246

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Occupant At
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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Rancho Cordova, CA 95670-6246

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Occupant At
3164 Bridgeway Dr
Rancho Cordova, CA 95670-6246

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Occupant At
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Rancho Cordova, CA 95670-6246

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Occupant At
3168 Bridgeway Dr
Rancho Cordova, CA 95670-6246

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Occupant At
10838 Nederland Way
Rancho Cordova, CA 95670-6268

072 2970 238 0000
Occupant At
10840 Nederland Way
Rancho Cordova, CA 95670-6268

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Occupant At
10842 Nederland Way
Rancho Cordova, CA 95670-6268

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Occupant At
10844 Nederland Way
Rancho Cordova, CA 95670-6268

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Occupant At
10846 Nederland Way
Rancho Cordova, CA 95670-6268

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Occupant At
10848 Nederland Way
Rancho Cordova, CA 95670-6268

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Occupant At
10879 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10881 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10883 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10885 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10887 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
10889 Stourport Way
Rancho Cordova, CA 95670-6247

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Occupant At
11085 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11083 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11081 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11079 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11077 International Dr
Rancho Cordova, CA 95670-6253

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Rancho Cordova, CA 95670-6253

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Occupant At
11073 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11071 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11069 International Dr
Rancho Cordova, CA 95670-6253

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Occupant At
11067 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
11065 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
11063 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
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Rancho Cordova, CA 95670-6252

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Occupant At
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Rancho Cordova, CA 95670-6252

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Occupant At
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Rancho Cordova, CA 95670-6252

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Rancho Cordova, CA 95670-6252

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Rancho Cordova, CA 95670-6252

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Rancho Cordova, CA 95670-6252

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Occupant At
11049 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
11047 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
11045 International Dr
Rancho Cordova, CA 95670-6252

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Occupant At
10930 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10932 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10934 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10936 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10938 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10940 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10942 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10944 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
10946 Stourport Way
Rancho Cordova, CA 95670-6249

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Occupant At
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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 0680 050 0000
Rreef Amer Reit II Corporation Qqqq
Po Box 4900
Scottsdale, AZ 85261-4900

072 0680 062 0000
Cherry Blossom Properties LLC
4190 Cadwallader Ave
San Jose, CA 95121-1111

072 0680 079 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 1960 028 0000
Andrew Oushakoff
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Donald Davies
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Don Howard Hatch
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Richard & Debra Gray
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1970 001 0000
Yeukpang & Michelle Ho
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
Arun Kaiwar
3372 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 003 0000
Cheryl Lynn Dilbeck
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Jesus Jr & Amalia Higuera
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
Sally Doan
4384 Rosenstock Way
Rancho Cordova, CA 95742-8097

072 1970 006 0000
Earl Boyd Jr.
1200 Cabernet Dr
Gonzales, CA 93926-9415

072 1970 007 0000
Marlon & Zanaida Quiambao
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Lily & Rick Buckingham
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Billy & Peter Nham
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Weber
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 039 0000
Rosario Robert & Michelle Del
3325 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 040 0000
Gloria & David Fanton
3329 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 041 0000
Reynaldo & Evangelina Ramos
3333 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 042 0000
Marsha Coelho
9829 Ruddy Duck Way
Elk Grove, CA 95757-8163

072 1970 043 0000
Florentine Ava Abbott
3341 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 044 0000
Mariane Pinky & Ludwig Ceniza
3345 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 045 0000
Phong Huynh
3349 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 046 0000
Stang
1597 Country Club Dr
Placerville, CA 95667-6020

072 1970 047 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 001 0000
Jack & Virginia King
10942 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 002 0000
Edgar Arakelyan
10938 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 003 0000
Cynthia De La Fuente Nunez
10934 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 005 0000
Neil Erickson
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
Judith Nixon
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
Gary Morrissette
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
Lisa Kwon
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
Martin Szwarc
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
McDaniel
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Ok Sik Kang
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
Dung Tran
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 013 0000
Enrico & Jamie Carrieri
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Tan Savi & Vunlayn
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Kilcha & Richard Kelly
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Craig Alan Christensen
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Jae Sik Kang
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
Barbara Ringwald
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Murli & Radha Shastri
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
James & Patricia Gisler
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Me Abdul Momen
10953 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 022 0000
Kirsten Vanosten
10957 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 023 0000
Amiee Boi Nham
10961 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 024 0000
James Johnson
10965 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 025 0000
Apolinar & Rosalie Lingad
1757 Hillside Blvd
South San Francisco, CA 94080-1331

072 2020 026 0000
Paul Leboeuf
10973 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 027 0000
Alexander & Anna Adamov
10977 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 028 0000
James & Sheryl Cannon
10981 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 029 0000
Larson
10985 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 030 0000
Tracy Olihovik
10991 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 031 0000
Tayib Samu
10995 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 032 0000
Kyong Sun & Ricardo Tipton
10999 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 033 0000
Patrick & Joanne Jaeger
10998 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 034 0000
Raquel Mauricio
10994 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 035 0000
Richard Dao
10990 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 036 0000
Dumitru & Eva Ilea
10986 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 037 0000
Eric & Tracy Wittnebel
10982 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 038 0000
Ju Ku Ho
3531 Hart Cmn
Fremont, CA 94538-2207

072 2020 039 0000
Ali Ezzeddine
3349 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 040 0000
Johnson Tho Dang
3353 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 041 0000
Matthew & Janene Balantac
3357 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 042 0000
Ezra & Jenica Williams
3361 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 046 0000
Charlotte & Lloyd Nuzum Jr.
3356 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 047 0000
Pedro Castaneda
3352 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 048 0000
Albert Vasquez
3348 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 049 0000
Gennadiy & Tamara Gorbenko
3498 Ponzi Ct
Rancho Cordova, CA 95670-6971

072 2020 050 0000
Janice & Michael Mummert
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Larry & Karen Darling
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Spires
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
Nargis Jareen
1985 Benita Dr #1
Rancho Cordova, CA 95670-2624

072 2020 054 0000
Shelia Sells
10996 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 055 0000
Suhir Haranay
10992 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 066 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 067 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 001 0000
Carillo
3501 Corvina Dr
Rancho Cordova, CA 95670-6934

072 2350 002 0000
Jon & Rosemarie Rowland
11005 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 003 0000
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072 2350 004 0000
Beatriz Alo
11013 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 005 0000
Ae & Kyungran Seo
11017 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 006 0000
Andrey Viktorovich
11021 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 007 0000
Mildred Kosir
10813 Bellone Way
Rancho Cordova, CA 95670-6918

072 2350 037 0000
Dungthuy Hoang
11022 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 038 0000
Barry & Cavena Wong
30 Colorados Dr
Millbrae, CA 94030-2108

072 2350 039 0000
Reynaldo Mercado
11014 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 040 0000
Lupe Renteria
3347 Lexia Ct
Gold River, CA 95670-6944

072 2350 041 0000
Thuan Dang
3348 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 042 0000
Jack & Sandra Orejel
3344 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 043 0000
Mei Kowalski
3340 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 044 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 045 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 046 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2970 001 0000
Zeferino Guerra
11039 International Dr
Rancho Cordova, CA 95670-6252

072 2970 002 0000
Jeffrey & Jessica Davies
11037 International Dr
Rancho Cordova, CA 95670-6251

072 2970 003 0000
Jason & Chelsea Rojo
11035 International Dr
Rancho Cordova, CA 95670-6251

072 2970 004 0000
Malgorzata Glowacka
11033 International Dr
Rancho Cordova, CA 95670-6251

072 2970 005 0000
Jerald Jones
11031 International Dr
Rancho Cordova, CA 95670-6251

072 2970 006 0000
Patricia Ang
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072 2970 007 0000
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11027 International Dr
Rancho Cordova, CA 95670-6251

072 2970 008 0000
Lan Zhang
11025 International Dr
Rancho Cordova, CA 95670-6251

072 2970 009 0000
Badar Rizvi
11023 International Dr
Rancho Cordova, CA 95670-6251

072 2970 010 0000
Paul & Rachelle Santiago
11021 International Dr
Rancho Cordova, CA 95670-6250

072 2970 011 0000
Andrew Armstrong
11019 International Dr
Rancho Cordova, CA 95670-6250

072 2970 012 0000
Robert Scott Miller
1821 Q St
Sacramento, CA 95811-6718

072 2970 013 0000
F & Kasmani Kastilani
36 Allard Ct
Sacramento, CA 95835-1380

072 2970 014 0000
Lance & Kimnan Ablang
11013 International Dr
Rancho Cordova, CA 95670-6250

072 2970 015 0000
Jodi Brown
11011 International Dr
Rancho Cordova, CA 95670-6250

072 2970 016 0000
Mohammad Yasin & Waheeda Naimee
11009 International Dr
Rancho Cordova, CA 95670-6250

072 2970 028 0000
Kevin & Jennifer Matheson
10888 Stourport Way
Gold River, CA 95670-6247

072 2970 029 0000
Tracey Savorn
10900 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 030 0000
Pelegrino Angelita 20
10902 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 031 0000
Catherine & Warren Wiley III
10904 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 032 0000
Naod Negussie
10906 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 033 0000
Chinh Vo
3802 Ashton Ct
San Jose, CA 95111-1587

072 2970 034 0000
Dennis & Joanne Takeuchi
10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
Christina Billings
10912 Stourport Way
Gold River, CA 95670-6248

072 2970 036 0000
Joleen Martin
7933 Quaker Ridge Way
Sacramento, CA 95829-8032

072 2970 037 0000
Matthew Hagwood
10916 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 038 0000
Lauritzen Karen 20ii
10918 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 039 0000
Daniel & Sylvia Johnson III
10920 Stourport Way
Gold River, CA 95670-6248

072 2970 040 0000
Tran & Vuong
145 Niagara Ave
San Francisco, CA 94112-3336

072 2970 065 0000
Sohair Haija
3504 Blanchette Way
Rancho Cordova, CA 95670-6974

072 2970 066 0000
Rebecca Crittenden
3150 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 067 0000
Cara Baerlin
3152 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 068 0000
Chang & Susie Yun
3154 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 069 0000
Wendell & Lorelei Bayne Yacur
3156 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 070 0000
Joshua & Monica Ballard
3158 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 071 0000
Tina Stroman
3159 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 072 0000
Linda Garrett
3157 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 073 0000
Julie Adamson
3155 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 074 0000
Trang Angela Nguyen
8315 Torrell Way
San Diego, CA 92126-1253

072 2970 075 0000
Judy & Terry Verkler
3151 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 076 0000
Eileen Clorinda Ramirez
3149 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 081 0000
Joanne Touhey
3150 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 082 0000
Carolyn Goldman
3152 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 083 0000
Burrell & Marilyn Williams
3154 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 084 0000
Artak Harutyunyan
3156 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 085 0000
Thuy Chau
3158 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 086 0000
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14888 NW Fawnlily Dr
Portland, OR 97229-1560

072 2970 087 0000
Flint & Desiree Patton
3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 088 0000
Devin Avery
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 089 0000
Arnold & Shawn Hammond Elegue
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 090 0000
Leonora & Marc Travella
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 146 0000
Cassaundra McCants
3148 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 147 0000
Tom & Xiao Schebye
968 Sunset Dr
San Carlos, CA 94070-3635

072 2970 148 0000
Michael & Trisha McCarthy
Po Box 6793
Folsom, CA 95763-6793

072 2970 149 0000
Michael Orourke
3142 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 150 0000
Clifton & Jennifer Wood
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 162 0000
Carrie Stilwell
3150 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 163 0000
Brian Conradi
3152 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 164 0000
Hud-Housing Of Urban Dev
, 0-

072 2970 165 0000
Suzanna Stephens
3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 166 0000
Tamra Harper
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 174 0000
Homes Holdings Corp Beazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 177 0000
Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 201 0000
Timothy & Douglas Leard II
3149 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 210 0000
Nicholas Louis
3145 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 211 0000
Rubi & Sonia Carrillo
3147 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 212 0000
Christopher & Julie Grucza
3149 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2980 004 0000
Judith Cruz
3244 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 005 0000
Linh Doan
3246 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 006 0000
Rodelio & Rosolinda Manalili
3248 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 007 0000
Guojian Lin
2586 Nautica Ct
West Sacramento, CA 95691-6301

072 2980 008 0000
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1042 Wilhaggin Park Ln
Sacramento, CA 95864-5376

072 2980 009 0000
Rosaida Jaramillo
3254 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 010 0000
Parvathi Tholla
3256 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 011 0000
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2370 Ackley Pl
Woodland, CA 95776-5391

072 2980 012 0000
Richard Noble
3260 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 013 0000
Karen Kunz
3262 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 017 0000
Nicole Goi
11085 International Dr
Rancho Cordova, CA 95670-6253

072 2980 018 0000
Alissa Strong
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Fair Oaks, CA 95628-6234

072 2980 019 0000
Carsen Smith
11081 International Dr
Rancho Cordova, CA 95670-6253

072 2980 020 0000
Derek Miller
11079 International Dr
Rancho Cordova, CA 95670-6253

072 2980 021 0000
Huei Ming Yap
11077 International Dr
Rancho Cordova, CA 95670-6253

072 2980 022 0000
Obakhta Ahad
3830 Annadale Ln
Sacramento, CA 95821-2058

072 2980 023 0000
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11073 International Dr
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072 2980 024 0000
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2487 Pheasant Hollow Dr
West Sacramento, CA 95691-4626

072 2980 025 0000
Samuel Platt
11069 International Dr
Rancho Cordova, CA 95670-6253

072 2980 026 0000
Christopher Byrne
11067 International Dr
Rancho Cordova, CA 95670-6252

072 2980 027 0000
River City Investors LLC
3001 I St #300
Sacramento, CA 95816-4442

072 2980 028 0000
Christian Hughes
11063 International Dr
Rancho Cordova, CA 95670-6252

072 2980 029 0000
Mae A P & Shervin Santarin
11061 International Dr
Rancho Cordova, CA 95670-6252

072 2980 030 0000
James & Danielle Bailey
11059 International Dr
Rancho Cordova, CA 95670-6252

072 2980 031 0000
Sharon Mencarelli
11057 International Dr
Rancho Cordova, CA 95670-6252

072 2980 032 0000
Kenneth & Marlene Bedrich
11055 International Dr
Rancho Cordova, CA 95670-6252

072 2980 033 0000
Robert Schmidt
11053 International Dr
Rancho Cordova, CA 95670-6252

072 2980 034 0000
Gregory Heminway
11051 International Dr
Rancho Cordova, CA 95670-6252

072 2980 035 0000
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4151 Pylos Way
Rancho Cordova, CA 95742-8039

072 2980 036 0000
Petru & Abbie Baros
11047 International Dr
Rancho Cordova, CA 95670-6252

072 2980 037 0000
Leonardo Silverio
11045 International Dr
Rancho Cordova, CA 95670-6252

072 2980 038 0000
Phillip Tang
10930 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 039 0000
Hai Do
10932 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 040 0000
Seok Man Han
10934 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 041 0000
Michael Qu
2127 Gold Haven Ct
Gold River, CA 95670-8163

072 2980 042 0000
Fong & Lia Vang
10938 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 043 0000
Brian Roth
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072 2980 044 0000
Ryan & Vina Zender
10942 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 045 0000
Tjau Ho
3348 Oselot Way
Rancho Cordova, CA 95670-6981

072 2980 046 0000
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072 2980 047 0000
Tammi Thomas
10948 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 048 0000
Daniel Falk
10950 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 049 0000
Timothy Frasche
10952 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 050 0000
Melody Martinez
10954 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 051 0000
Jiaying Wang
10956 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 052 0000
Reginald Carter
10958 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 053 0000
Christine Guirgius
10960 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 054 0000
Cary Ringel
10962 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 055 0000
Karen Chacon
10964 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 056 0000
Young Lee
10966 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 057 0000
Mary Currie
3163 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 058 0000
Priyaa Ramanathan
3161 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 059 0000
Kuen Ming Chen
3159 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 060 0000
Doniell Adams
3157 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 061 0000
Phillip & Theresa McPeek
3155 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 062 0000
Manuel & Svetlana Juarez
3153 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 063 0000
Jacqueline Arroyo
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072 2980 064 0000
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072 2980 074 0000
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072 2980 075 0000
Lawrence & Karin Hart
8934 Oro Way
Orangevale, CA 95662-4630

072 2980 076 0000
Stephen & Marcia Blount
3154 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 077 0000
Keith & Donna Williamson
3156 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 078 0000
Tyler Martin
3158 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 079 0000
Mei Van Juan
3159 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 080 0000
Joshua & Phoebe Torres
3157 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 081 0000
Traci Vanoncini
3155 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 082 0000
Christina & Mark Sinclair
3153 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 083 0000
Susan & John Rodgers
3151 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 091 0000
Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2980 092 0000
Ronald Dexter
11091 International Dr
Rancho Cordova, CA 95670-6253

072 2980 093 0000
Annaliza Asetre
11089 International Dr
Rancho Cordova, CA 95670-6253

072 2980 094 0000
Garrick Brown
11087 International Dr
Rancho Cordova, CA 95670-6253

072 3050 129 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 130 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

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Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 206 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 208 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 215 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 218 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 0680 034 0000
Occupant At
International Dr
Rancho Cordova, CA 95670-0000

072 0680 050 0000
Occupant At
11120 International Dr
Rancho Cordova, CA 95670-6096

072 0680 062 0000
Occupant At
11125 International Dr
Rancho Cordova, CA 95670-6096

072 0680 079 0000
Occupant At
International Dr
Rancho Cordova, CA 95670-0000

072 1960 028 0000
Occupant At
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Occupant At
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Occupant At
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Occupant At
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1970 001 0000
Occupant At
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
Occupant At
3372 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 003 0000
Occupant At
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Occupant At
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
Occupant At
3360 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 006 0000
Occupant At
3344 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 007 0000
Occupant At
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Occupant At
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Occupant At
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Occupant At
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 039 0000
Occupant At
3325 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 040 0000
Occupant At
3329 Corvina Dr
Rancho Cordova, CA 95670-6903

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Occupant At
3333 Corvina Dr
Rancho Cordova, CA 95670-6903

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Occupant At
3337 Corvina Dr
Rancho Cordova, CA 95670-6903

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Occupant At
3341 Corvina Dr
Rancho Cordova, CA 95670-6903

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Occupant At
3345 Corvina Dr
Rancho Cordova, CA 95670-6903

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Occupant At
3349 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 046 0000
Occupant At
3353 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 047 0000
Occupant At
Corvina Dr
Rancho Cordova, CA 95670-0000

072 2020 001 0000
Occupant At
10942 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 002 0000
Occupant At
10938 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 003 0000
Occupant At
10934 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 005 0000
Occupant At
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
Occupant At
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
Occupant At
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
Occupant At
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
Occupant At
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
Occupant At
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Occupant At
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
Occupant At
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

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Occupant At
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Occupant At
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Occupant At
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Occupant At
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Occupant At
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
Occupant At
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Occupant At
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
Occupant At
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Occupant At
10953 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 022 0000
Occupant At
10957 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 023 0000
Occupant At
10961 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 024 0000
Occupant At
10965 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10969 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10973 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10977 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10981 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10985 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10991 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 031 0000
Occupant At
10995 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10999 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 033 0000
Occupant At
10998 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10994 Pelara Way
Rancho Cordova, CA 95670-6911

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Occupant At
10990 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 036 0000
Occupant At
10986 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 037 0000
Occupant At
10982 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 038 0000
Occupant At
3341 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 039 0000
Occupant At
3349 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 040 0000
Occupant At
3353 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 041 0000
Occupant At
3357 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 042 0000
Occupant At
3361 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 046 0000
Occupant At
3356 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 047 0000
Occupant At
3352 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 048 0000
Occupant At
3348 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 049 0000
Occupant At
3344 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 050 0000
Occupant At
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Occupant At
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Occupant At
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
Occupant At
11000 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 054 0000
Occupant At
10996 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 055 0000
Occupant At
10992 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 066 0000
Occupant At
Bianco Way
Rancho Cordova, CA 95670-0000

072 2020 067 0000
Occupant At
Bianco Way
Rancho Cordova, CA 95670-0000

072 2350 001 0000
Occupant At
11001 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 002 0000
Occupant At
11005 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 003 0000
Occupant At
11009 Fiore Dr
Rancho Cordova, CA 95670-6945

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Occupant At
11013 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 005 0000
Occupant At
11017 Fiore Dr
Rancho Cordova, CA 95670-6945

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Occupant At
11021 Fiore Dr
Rancho Cordova, CA 95670-6945

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Occupant At
11025 Fiore Dr
Rancho Cordova, CA 95670-6945

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Occupant At
11022 Fiore Dr
Rancho Cordova, CA 95670-6945

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Occupant At
11018 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 039 0000
Occupant At
11014 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 040 0000
Occupant At
3347 Lexia Ct
Gold River, CA 95670-6944

072 2350 041 0000
Occupant At
3348 Lexia Ct
Rancho Cordova, CA 95670-6944

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Occupant At
3344 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 043 0000
Occupant At
3340 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 044 0000
Occupant At
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 045 0000
Occupant At
Fiore Dr
Rancho Cordova, CA 95670-0000

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Occupant At
Fiore Dr
Rancho Cordova, CA 95670-0000

072 2970 001 0000
Occupant At
11039 International Dr
Rancho Cordova, CA 95670-6252

072 2970 002 0000
Occupant At
11037 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11035 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11033 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11031 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
11029 International Dr
Rancho Cordova, CA 95670-6251

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Occupant At
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Rancho Cordova, CA 95670-6251

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Occupant At
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Rancho Cordova, CA 95670-6251

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Occupant At
11023 International Dr
Rancho Cordova, CA 95670-6251

072 2970 010 0000
Occupant At
11021 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11019 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11017 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
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Rancho Cordova, CA 95670-6250

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Occupant At
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Rancho Cordova, CA 95670-6250

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Occupant At
11011 International Dr
Rancho Cordova, CA 95670-6250

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Occupant At
11009 International Dr
Rancho Cordova, CA 95670-6250

072 2970 028 0000
Occupant At
10888 Stourport Way
Gold River, CA 95670-6247

072 2970 029 0000
Occupant At
10900 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 030 0000
Occupant At
10902 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 031 0000
Occupant At
10904 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 032 0000
Occupant At
10906 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 033 0000
Occupant At
10908 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 034 0000
Occupant At
10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
Occupant At
10912 Stourport Way
Gold River, CA 95670-6248

072 2970 036 0000
Occupant At
10914 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
10916 Stourport Way
Rancho Cordova, CA 95670-6248

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Occupant At
10918 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 039 0000
Occupant At
10920 Stourport Way
Gold River, CA 95670-6248

072 2970 040 0000
Occupant At
10922 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 065 0000
Occupant At
3148 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 066 0000
Occupant At
3150 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3152 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3154 Flagler Way
Rancho Cordova, CA 95670-6258

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Occupant At
3156 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 070 0000
Occupant At
3158 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 071 0000
Occupant At
3159 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 072 0000
Occupant At
3157 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 073 0000
Occupant At
3155 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 074 0000
Occupant At
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Occupant At
3163 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

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3159 Flagler Way
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Barden Dr
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Bridgeway Dr
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Arrington Dr
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Arrington Dr
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Correll Way
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Bridgeway Dr
Rancho Cordova, CA 95670-0000

072 0680 034 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 0680 075 0000
Mg Partners Fund Viii Capital Village Ll
425 California St #11TH
San Francisco, CA 94104-2102

072 0680 079 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 0690 096 0000
3300 Zinfandel LLC
100 Spear St #420
San Francisco, CA 94105-1522

072 0690 098 0000
Vsp Holding Company Inc
3333 Quality Dr
Rancho Cordova, CA 95670-7985

072 1960 020 0000
John & Jeanna Dyte
10872 Bianco Way
Rancho Cordova, CA 95670-6901

072 1960 027 0000
Chong & John Henderson
10904 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 028 0000
Andrew Oushakoff
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Donald Davies
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Don Howard Hatch
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Richard & Debra Gray
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 052 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 1970 001 0000
Yeukpang & Michelle Ho
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
Arun Kaiwar
3372 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 003 0000
Cheryl Lynn Dilbeck
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Jesus Jr & Amalia Higuera
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
Sally Doan
4384 Rosenstock Way
Rancho Cordova, CA 95742-8097

072 1970 006 0000
Earl Boyd Jr.
1200 Cabernet Dr
Gonzales, CA 93926-9415

072 1970 007 0000
Marlon & Zanaida Quiambao
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

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Lily & Rick Buckingham
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

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Billy & Peter Nham
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

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Weber
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

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Norma Brunner
3324 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 012 0000
Jui Ai Lin
26633 Saffron Cir
Moreno Valley, CA 92555-3834

072 1970 013 0000
Barbara & Richard Campana
3316 Corvina Dr
Rancho Cordova, CA 95670-6903

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Judy & Jeff Gelein
3312 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 015 0000
Manuel & Emma Morada
10857 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 016 0000
Kevin & Cathy Luong
10861 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 017 0000
Inge Shirley
10865 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 018 0000
Arthur & Christina Weiner
13962 SW Hillshire Dr
Portland, OR 97223-5657

072 1970 019 0000
Janet & Robert Hoge
3380 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 020 0000
Nathan Gauff
Po Box 2550
Sacramento, CA 95812-2550

072 1970 021 0000
Immanuel & D LLC
6454 Parklynn Dr
Rancho Palos Verdes, CA 90275-4743

072 1970 022 0000
Katalyn Minh
3377 Trefethen Ct
Gold River, CA 95670-6905

072 1970 023 0000
Gilbert
3381 Trefethen Ct
Rancho Cordova, CA 95670-6905

072 1970 026 0000
Joseph Shin
10864 Bianco Way
Rancho Cordova, CA 95670-6900

072 1970 049 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 005 0000
Neil Erickson
10931 Viano Ct
Rancho Cordova, CA 95670-6908

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Judith Nixon
10935 Viano Ct
Rancho Cordova, CA 95670-6908

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Gary Morrissette
10939 Viano Ct
Rancho Cordova, CA 95670-6908

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Lisa Kwon
10943 Viano Ct
Rancho Cordova, CA 95670-6908

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Martin Szwarc
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

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McDaniel
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Rancho Cordova, CA 95670-6910

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Ok Sik Kang
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Rancho Cordova, CA 95670-6910

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Dung Tran
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Rancho Cordova, CA 95670-6910

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Enrico & Jamie Carrieri
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

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Tan Savi & Vunlayn
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Kilcha & Richard Kelly
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Craig Alan Christensen
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Jae Sik Kang
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
Barbara Ringwald
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Murli & Radha Shastri
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
James & Patricia Gisler
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Me Abdul Momen
10953 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 050 0000
Janice & Michael Mummert
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Larry & Karen Darling
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Spires
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
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1985 Benita Dr #1
Rancho Cordova, CA 95670-2624

072 2020 067 0000
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2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2360 001 0000
Elliott Homes Inc
340 Palladio Pkwy #521
Folsom, CA 95630-8832

072 2360 003 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2970 001 0000
Zeferino Guerra
11039 International Dr
Rancho Cordova, CA 95670-6252

072 2970 002 0000
Jeffrey & Jessica Davies
11037 International Dr
Rancho Cordova, CA 95670-6251

072 2970 003 0000
Jason & Chelsea Rojo
11035 International Dr
Rancho Cordova, CA 95670-6251

072 2970 004 0000
Malgorzata Glowacka
11033 International Dr
Rancho Cordova, CA 95670-6251

072 2970 005 0000
Jerald Jones
11031 International Dr
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072 2970 006 0000
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072 2970 007 0000
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11027 International Dr
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072 2970 008 0000
Lan Zhang
11025 International Dr
Rancho Cordova, CA 95670-6251

072 2970 009 0000
Badar Rizvi
11023 International Dr
Rancho Cordova, CA 95670-6251

072 2970 010 0000
Paul & Rachelle Santiago
11021 International Dr
Rancho Cordova, CA 95670-6250

072 2970 011 0000
Andrew Armstrong
11019 International Dr
Rancho Cordova, CA 95670-6250

072 2970 012 0000
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1821 Q St
Sacramento, CA 95811-6718

072 2970 013 0000
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36 Allard Ct
Sacramento, CA 95835-1380

072 2970 014 0000
Lance & Kimnan Ablang
11013 International Dr
Rancho Cordova, CA 95670-6250

072 2970 015 0000
Jodi Brown
11011 International Dr
Rancho Cordova, CA 95670-6250

072 2970 016 0000
Mohammad Yasin & Waheeda Naimee
11009 International Dr
Rancho Cordova, CA 95670-6250

072 2970 017 0000
Oen Ong
11007 International Dr
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072 2970 024 0000
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072 2970 025 0000
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072 2970 026 0000
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10884 Stourport Way
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072 2970 027 0000
Valeri Gonzales
10886 Stourport Way
Rancho Cordova, CA 95670-6247

072 2970 028 0000
Kevin & Jennifer Matheson
10888 Stourport Way
Gold River, CA 95670-6247

072 2970 029 0000
Tracey Savorn
10900 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 030 0000
Pelegrino Angelita 20
10902 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 031 0000
Catherine & Warren Wiley III
10904 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 032 0000
Naod Negussie
10906 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 033 0000
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072 2970 034 0000
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10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
Christina Billings
10912 Stourport Way
Gold River, CA 95670-6248

072 2970 036 0000
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7933 Quaker Ridge Way
Sacramento, CA 95829-8032

072 2970 037 0000
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10916 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 038 0000
Lauritzen Karen 20ii
10918 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 039 0000
Daniel & Sylvia Johnson III
10920 Stourport Way
Gold River, CA 95670-6248

072 2970 040 0000
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072 2970 066 0000
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3150 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 067 0000
Cara Baerlin
3152 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 068 0000
Chang & Susie Yun
3154 Flagler Way
Rancho Cordova, CA 95670-6258

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Wendell & Lorelei Bayne Yacur
3156 Flagler Way
Rancho Cordova, CA 95670-6258

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Joshua & Monica Ballard
3158 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 071 0000
Tina Stroman
3159 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 072 0000
Linda Garrett
3157 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 073 0000
Julie Adamson
3155 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 074 0000
Trang Angela Nguyen
8315 Torrell Way
San Diego, CA 92126-1253

072 2970 075 0000
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3151 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 080 0000
Cuong Nguyen
3148 Brindley Way
Gold River, CA 95670-6259

072 2970 081 0000
Joanne Touhey
3150 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 082 0000
Carolyn Goldman
3152 Brindley Way
Rancho Cordova, CA 95670-6259

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Burrell & Marilyn Williams
3154 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 084 0000
Artak Harutyunyan
3156 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 085 0000
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3158 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 086 0000
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072 2970 087 0000
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3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 088 0000
Devin Avery
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 089 0000
Arnold & Shawn Hammond Elegue
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 090 0000
Leonora & Marc Travella
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 104 0000
Christopher Lott
10868 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 105 0000
Steven Lambert
10870 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 106 0000
Erika Hardoyo
10872 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 107 0000
Thomas Willis
10874 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 108 0000
Robert & Celena Kossick
10876 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 109 0000
Pjm Holdings Limited
10878 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 110 0000
Patricio Morales
10886 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 111 0000
Chelsea Morris
10888 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 112 0000
Jennifer Valine
10890 Atherstone Dr
Gold River, CA 95670-6266

072 2970 113 0000
Heidi Mortensen-Torres
10892 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 114 0000
Jordan
10894 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 115 0000
Wanjiku Kamau
10896 Atherstone Dr
Rancho Cordova, CA 95670-6266

072 2970 146 0000
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3148 Apperly Way
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072 2970 147 0000
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San Carlos, CA 94070-3635

072 2970 148 0000
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072 2970 149 0000
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3142 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 150 0000
Clifton & Jennifer Wood
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 151 0000
Jlc Contracting Inc
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Fairfield, CA 94534-3148

072 2970 152 0000
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072 2970 162 0000
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3150 Lea Sterling Way
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072 2970 163 0000
Brian Conradi
3152 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 164 0000
Hud-Housing Of Urban Dev
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072 2970 165 0000
Suzanna Stephens
3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 166 0000
Tamra Harper
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 167 0000
Homes Holdings Corp Beazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 168 0000
Homes Holdings Corp Beazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Homes Holdings Corp Beazer
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Homes Holdings Corp Beazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

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Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 178 0000
Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 200 0000
Homes Holdings Cjorp Beazer
3721 Douglas Blvd #100
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072 2970 201 0000
Timothy & Douglas Leard II
3149 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 202 0000
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3147 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 203 0000
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3145 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 204 0000
Nancy Victorioso
3143 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 205 0000
Landon Mercado
3141 Minturn Way
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072 2970 206 0000
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3139 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 207 0000
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3139 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 208 0000
Casey Corrigan
3141 Rushall Ct
Rancho Cordova, CA 95670-6270

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Kay Wilson
3143 Rushall Ct
Rancho Cordova, CA 95670-6270

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Nicholas Louis
3145 Rushall Ct
Rancho Cordova, CA 95670-6270

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Rubi & Sonia Carrillo
3147 Rushall Ct
Rancho Cordova, CA 95670-6270

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Christopher & Julie Grucza
3149 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 213 0000
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3188 Bridgeway Dr
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072 2970 214 0000
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072 2970 215 0000
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3184 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 216 0000
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072 2970 217 0000
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3180 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 218 0000
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3178 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 231 0000
Roy Garrison Lee Sr.
3451 Corvina Dr
Rancho Cordova, CA 95670-6914

072 2970 232 0000
Rafe Gabel
3160 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 233 0000
Steve & Jan Millner
3162 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 234 0000
Leanne & Thayer Merritt
3164 Bridgeway Dr
Rancho Cordova, CA 95670-6246

072 2970 235 0000
C Lee & Marylin Henderson
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072 2970 236 0000
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3168 Bridgeway Dr
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072 2970 237 0000
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10838 Nederland Way
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072 2970 238 0000
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10840 Nederland Way
Rancho Cordova, CA 95670-6268

072 2970 239 0000
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10842 Nederland Way
Rancho Cordova, CA 95670-6268

072 2970 240 0000
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3734 Salem Way
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072 2970 241 0000
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072 2970 242 0000
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10848 Nederland Way
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072 2970 243 0000
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10879 Stourport Way
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072 2970 245 0000
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072 2970 246 0000
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10885 Stourport Way
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072 2970 247 0000
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1085 Manning Dr
El Dorado Hills, CA 95762-5838

072 2970 248 0000
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10889 Stourport Way
Rancho Cordova, CA 95670-6247

072 2980 017 0000
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11085 International Dr
Rancho Cordova, CA 95670-6253

072 2980 018 0000
Alissa Strong
8525 Willings Way
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072 2980 019 0000
Carsen Smith
11081 International Dr
Rancho Cordova, CA 95670-6253

072 2980 020 0000
Derek Miller
11079 International Dr
Rancho Cordova, CA 95670-6253

072 2980 021 0000
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072 2980 022 0000
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072 2980 023 0000
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11073 International Dr
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072 2980 024 0000
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072 2980 025 0000
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11069 International Dr
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072 2980 026 0000
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072 2980 027 0000
River City Investors LLC
3001 I St #300
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072 2980 028 0000
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11063 International Dr
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072 2980 029 0000
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11061 International Dr
Rancho Cordova, CA 95670-6252

072 2980 030 0000
James & Danielle Bailey
11059 International Dr
Rancho Cordova, CA 95670-6252

072 2980 031 0000
Sharon Mencarelli
11057 International Dr
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072 2980 032 0000
Kenneth & Marlene Bedrich
11055 International Dr
Rancho Cordova, CA 95670-6252

072 2980 033 0000
Robert Schmidt
11053 International Dr
Rancho Cordova, CA 95670-6252

072 2980 034 0000
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11051 International Dr
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072 2980 035 0000
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072 2980 036 0000
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11047 International Dr
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072 2980 037 0000
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072 2980 038 0000
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10930 Stourport Way
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072 2980 039 0000
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10932 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 040 0000
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10934 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 041 0000
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072 2980 042 0000
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072 2980 043 0000
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072 2980 044 0000
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10942 Stourport Way
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072 2980 045 0000
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072 2980 047 0000
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072 2980 048 0000
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10950 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 049 0000
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10952 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 050 0000
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10954 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 051 0000
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10956 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 052 0000
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10958 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 053 0000
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10960 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 054 0000
Cary Ringel
10962 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 055 0000
Karen Chacon
10964 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 056 0000
Young Lee
10966 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 078 0000
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3158 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 079 0000
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3159 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 080 0000
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3157 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 081 0000
Traci Vanoncini
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072 3010 004 0000
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072 3050 002 0000
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1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 003 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 150
Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 150
Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

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Roseville, CA 95661-0000

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1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

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Roseville, CA 95661-0000

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Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 039 0000
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Capital Village Phase III and IV Design Review Amendments

Rancho Cordova City Council

Matthew Diaz, Project Planner

December 1, 2014

a fresh take. RANCHO CORDOVA CALIFORNIA

aFreshTake.org

Requested Approvals

- Capital Village originally approved in 2005
- Applicants seeking a Design Review permit to amend the previous projects:
  - *Townhome (Fusion per DD6590)*
  - *Brownstone/Reflection (per RC 07-318)*
  - *Cottages/Impression (per RC 07-319)*
  - *Bungalows/Inspiration (per RC 07-320)*

Project Site



Project Site

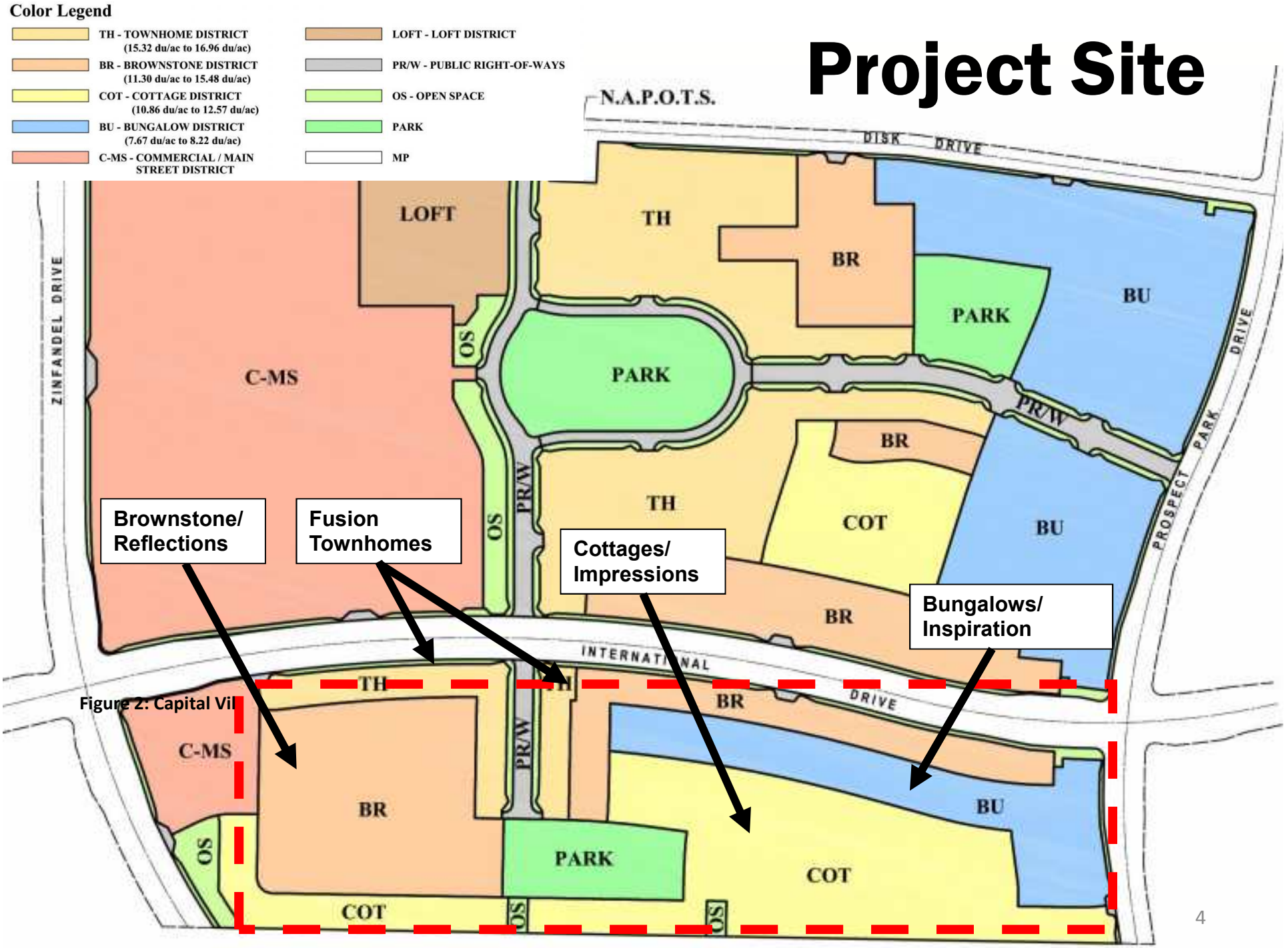


Figure 2: Capital Vil

Townhome (Fusion per DD6590)

- This district is single family homes configured as townhouses in units of six dwellings each.
- The average density for the Townhome District is 15-16 DU/Acre and comprises 26.5 % of the total housing units for Capital Village (222 units).
- Maximum building height is 37-feet (34-feet proposed)

Specific Design Criteria (SP pages 23-25):

- The current design is more consistent with the Urban style presented in the specific plan standards on page 23.
- Roof forms and variation in structural massing shall be used to reduce the bulk of residential units.
- All facades, particularly the front facade, shall include architectural details which provide depth, interest and variation to avoid a “flat” appearance.
- Each unit has its own unique character, while remaining compatible with each of the other residences within the building.

Townhome (Fusion per DD6590)

Fusion North and South Evaluation (color scheme 1)







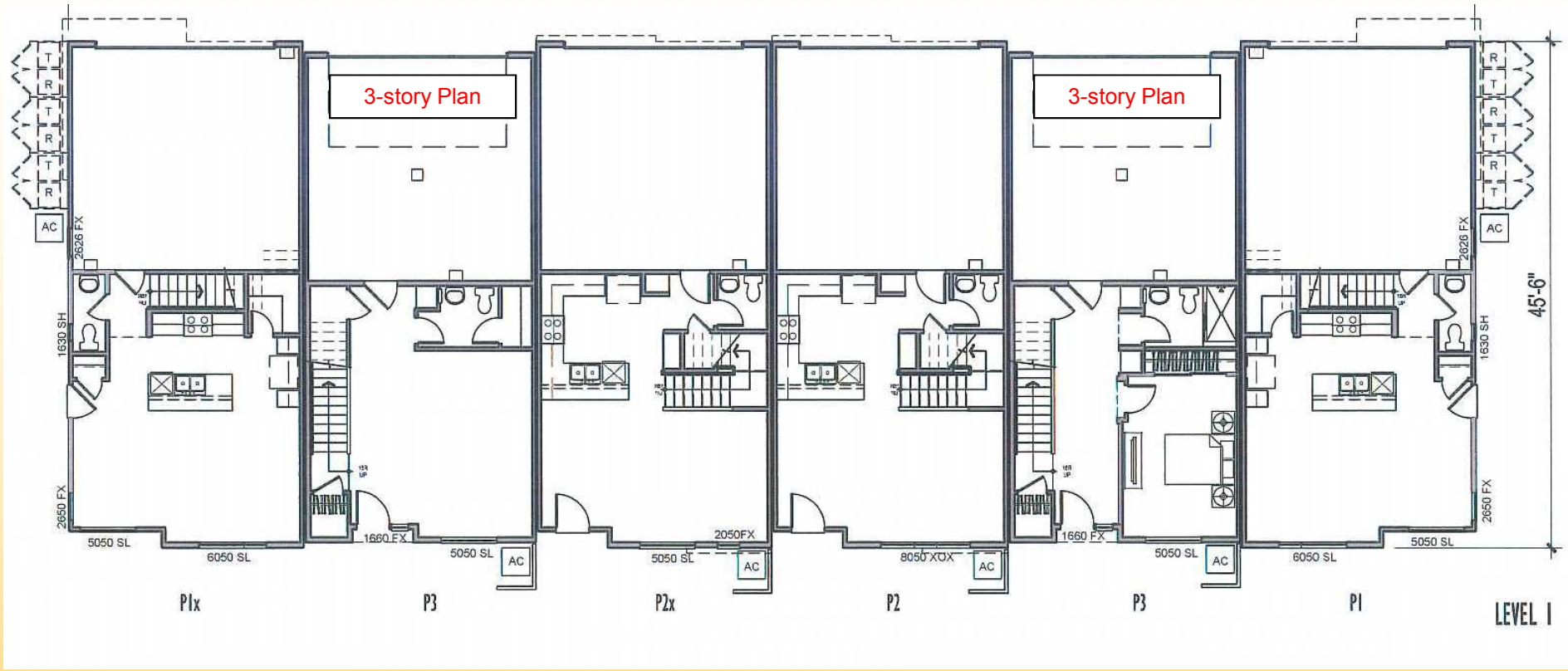


Townhome (Fusion per DD6590)

Fusion North and South Evaluation (color scheme 2)

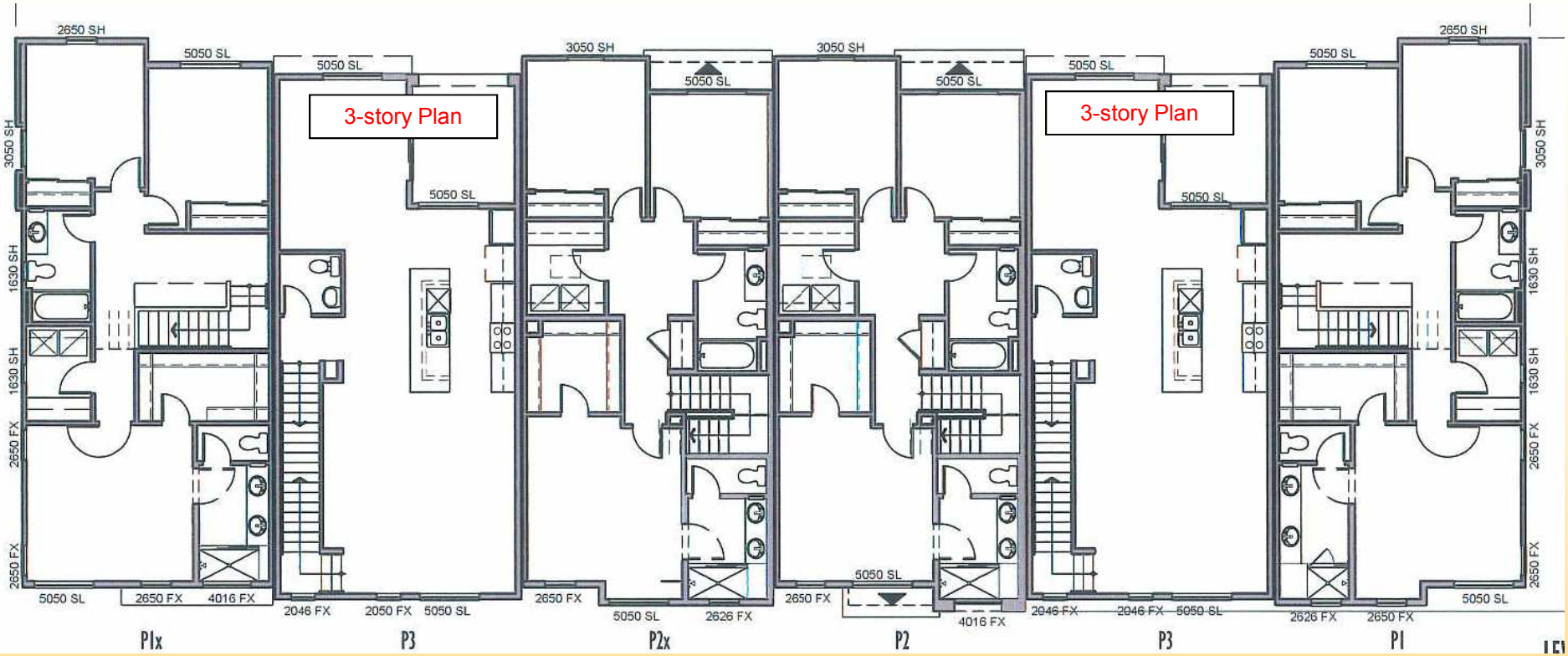


Townhome (Fusion per DD6590)



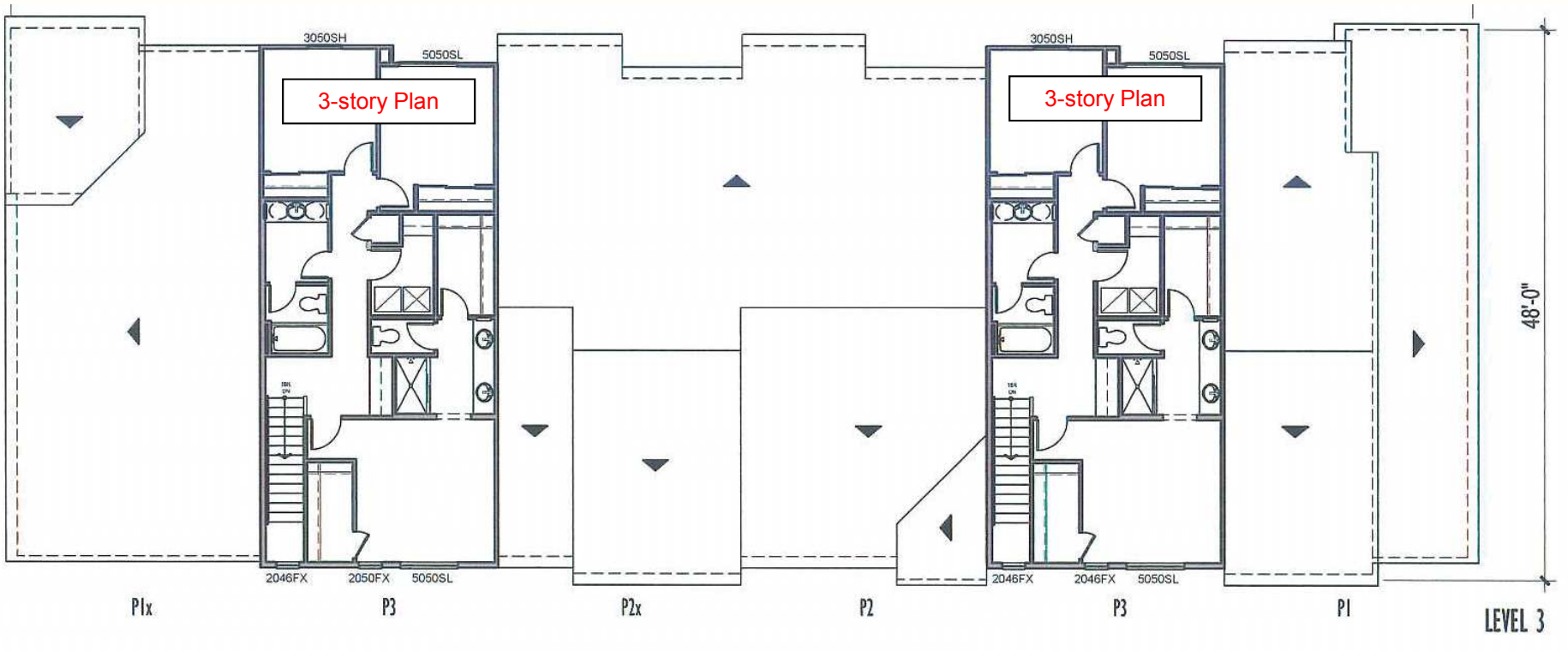
Level 1- Facing International Drive

Townhome (Fusion per DD6590)



Level 2- Facing International Drive

Townhome (Fusion per DD6590)



Level 3- Facing International Drive

Brownstone/Reflections: (RC 07-318)

- This district includes single family detached homes on lots of 1,904 square feet (28'x68').
- The average density for the Cottage District is 13-14 DU/Acre and comprises 31 % of the total housing units for Capital Village (257 units).

Specific Design Criteria (SP pages 20-22):

- Shingle: Shingles are used as one of the materials for this style. Full window surrounds, gable brackets and radii at the porch soffits are other tell-tale signs.
- Americana: style offers a more refined interpretation with full window surrounds simple porch brackets and steeply pitched roofs.
- Italianate: Based on the popular homes of the late 1800's, the Italianate style is derived from this picturesque architectural movement. Featuring simple gable roof forms, enhanced by repetitive brackets and sub rakes, this style is the most formal of the group.

Brownstone/Reflections: (RC 07-318)

Reflections Plan 1

Shingle Elevation

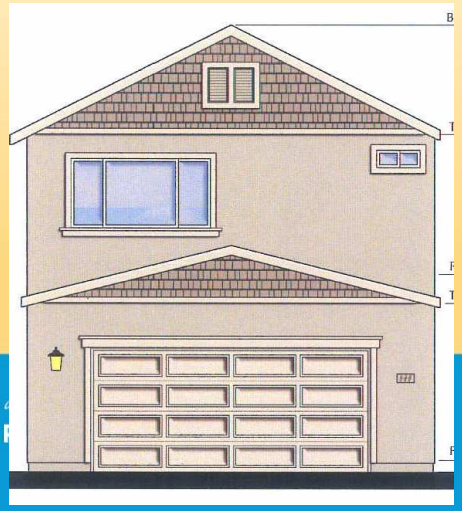


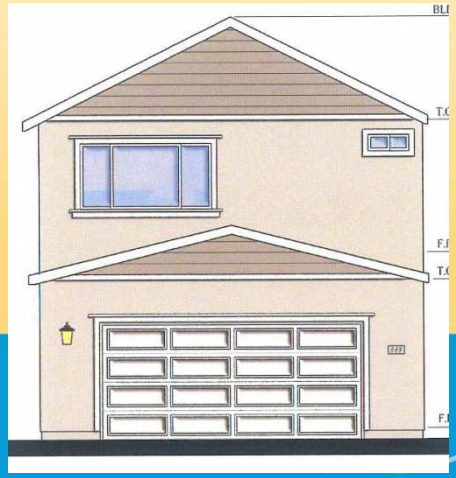
Americana Elevation

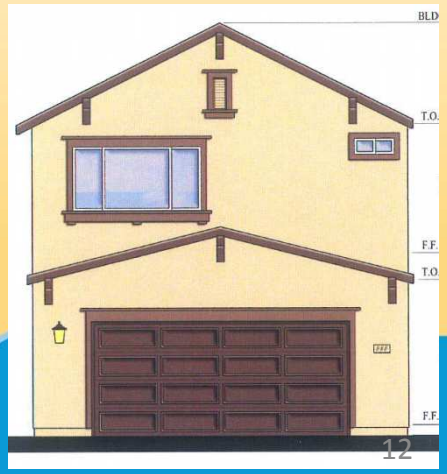


Italianate Elevation









Brownstone/Reflections: (RC 07-318)

Reflections Plan 1

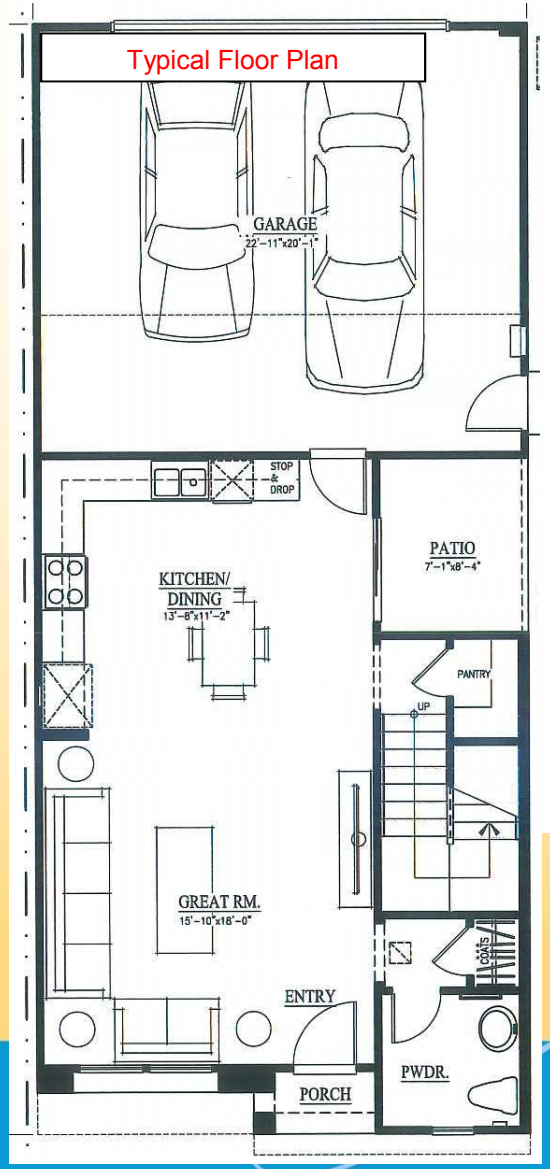
Typical Right Elevation

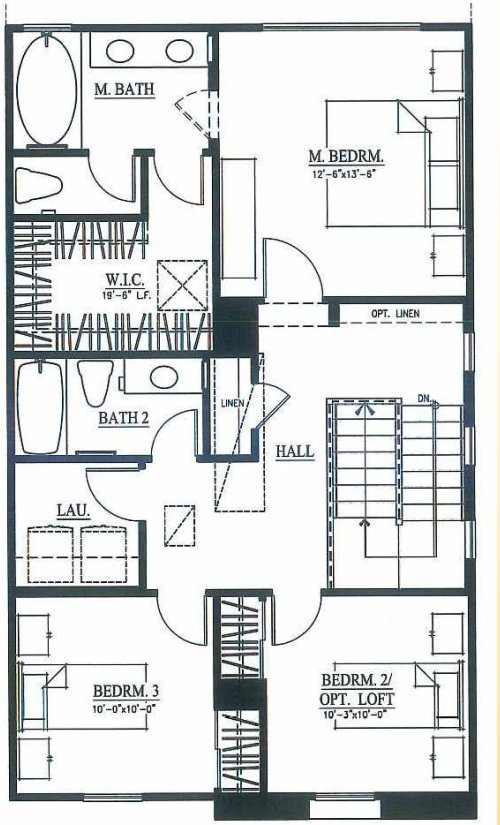


Typical Left Elevation



Typical Floor Plan





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Brownstone/Reflections: (RC 07-318)

Reflections Plan 2

Shingle Elevation

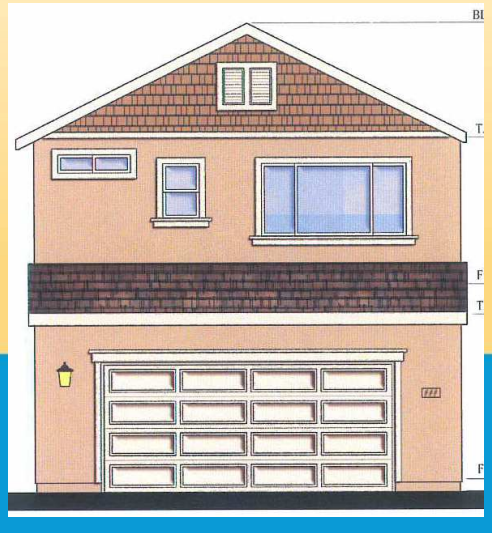


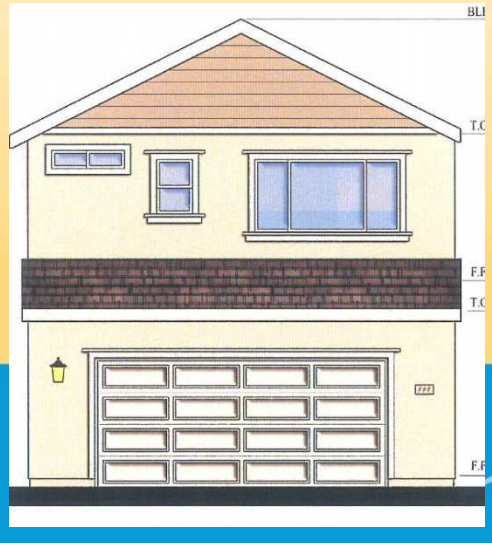
Americana Elevation

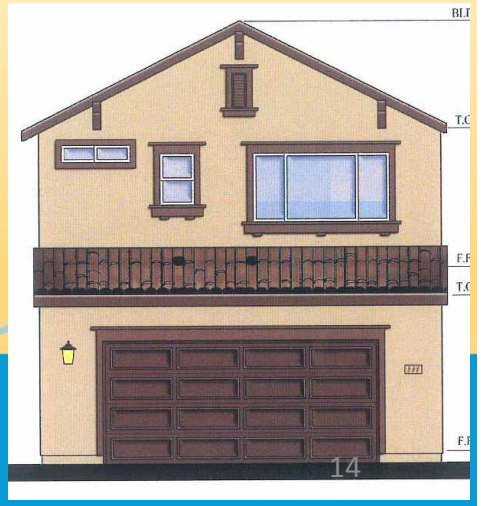


Italianate Elevation









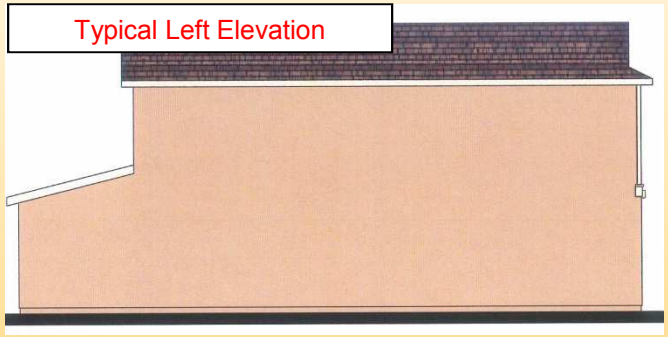
Brownstone/Reflections: (RC 07-318)

Reflections Plan 2

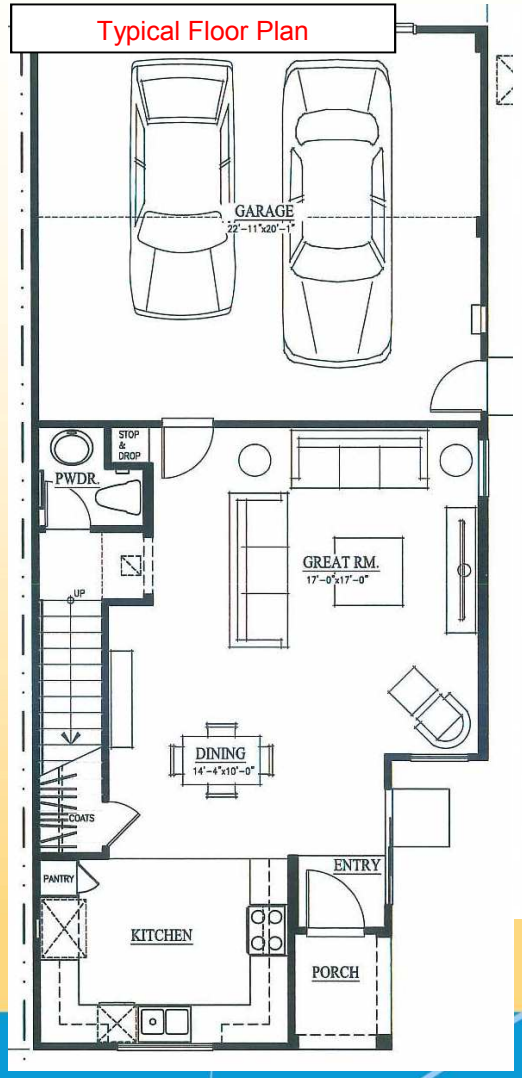
Typical Right Elevation

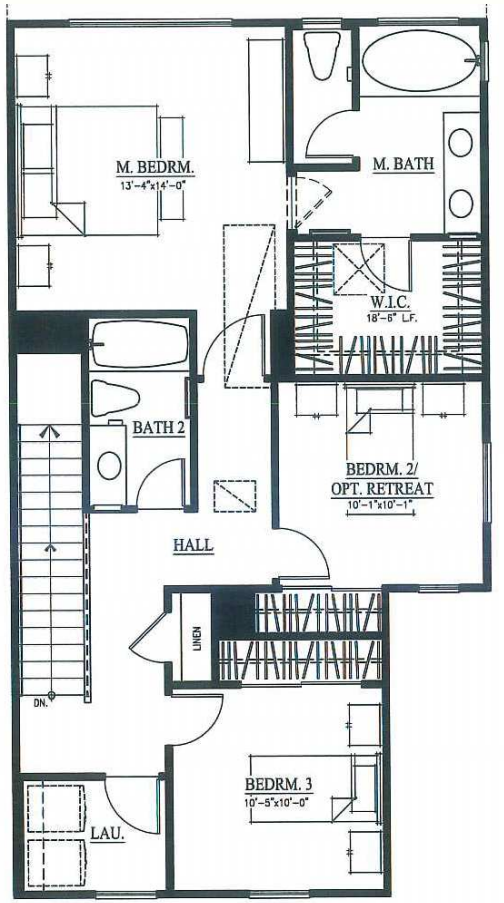


Typical Left Elevation



Typical Floor Plan





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Brownstone/Reflections: (RC 07-318)

Reflections Plan 3

Shingle Elevation

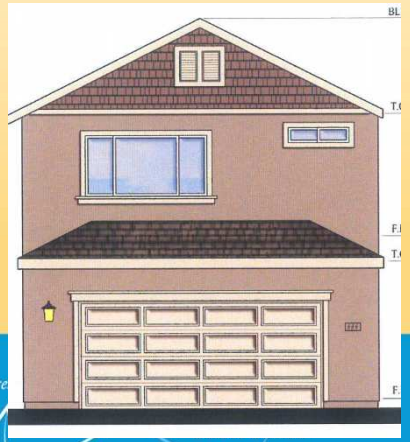


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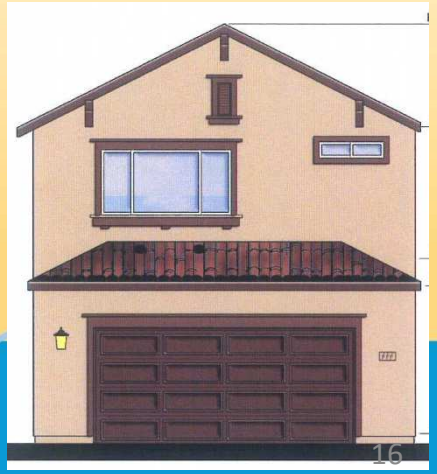


Italianate Elevation





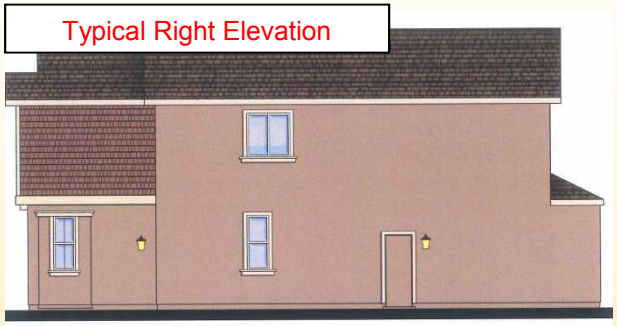




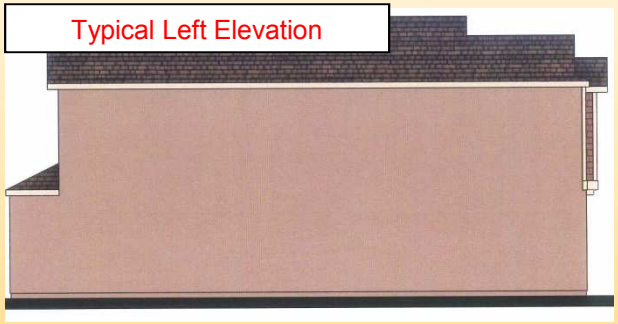
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Reflections Plan 3

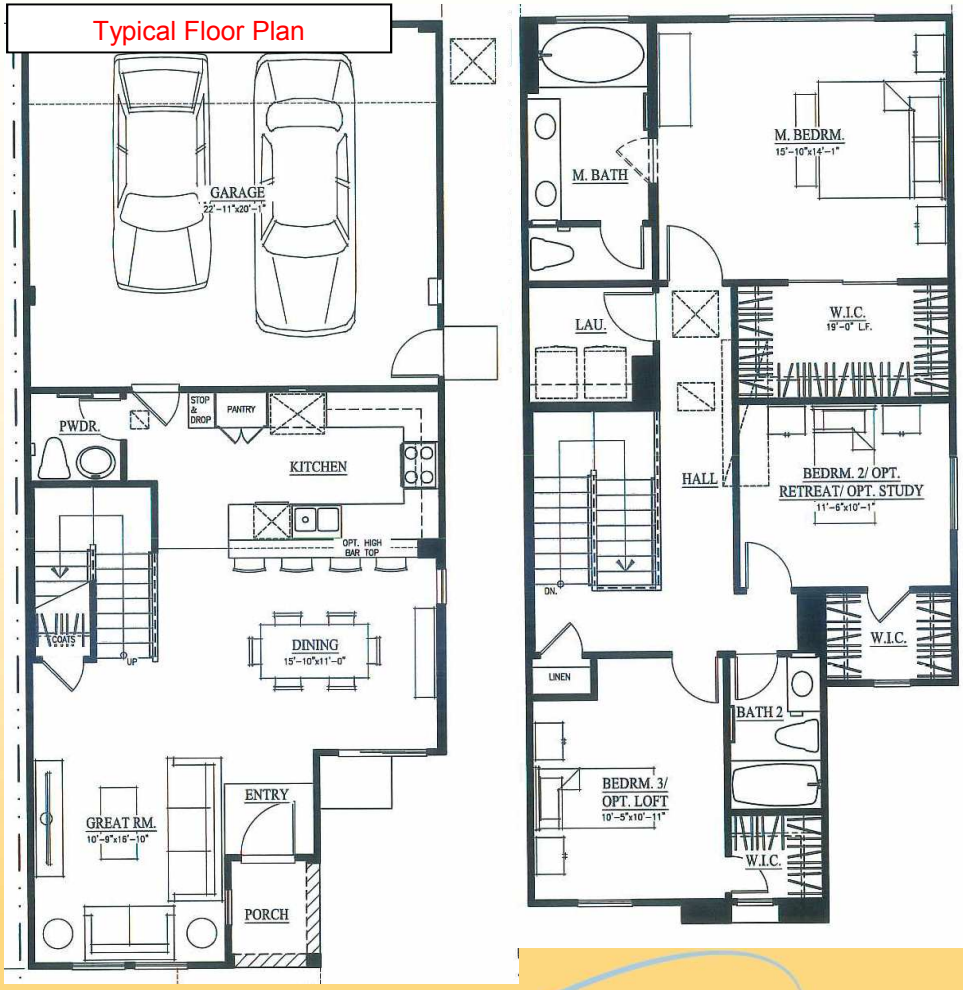
Typical Right Elevation



Typical Left Elevation



Typical Floor Plan



Brownstone/Reflections: (RC 07-318)

Reflections Plan 4

Shingle Elevation

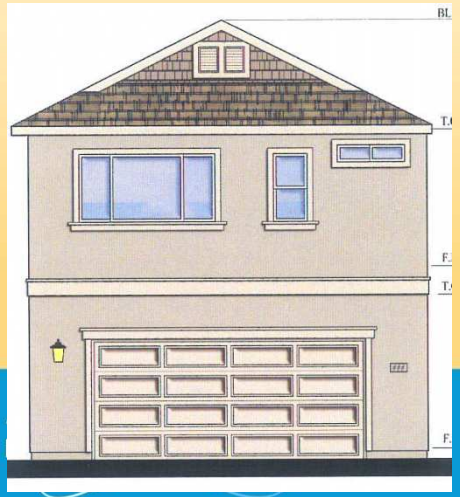


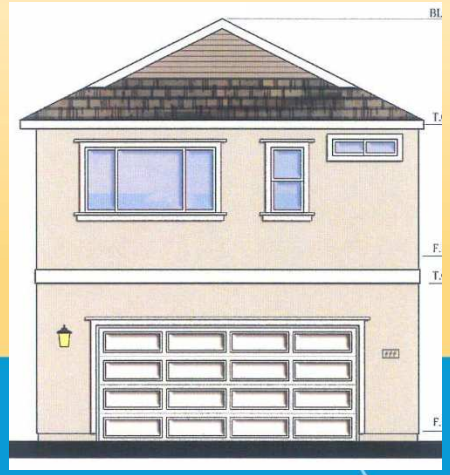
Americana Elevation

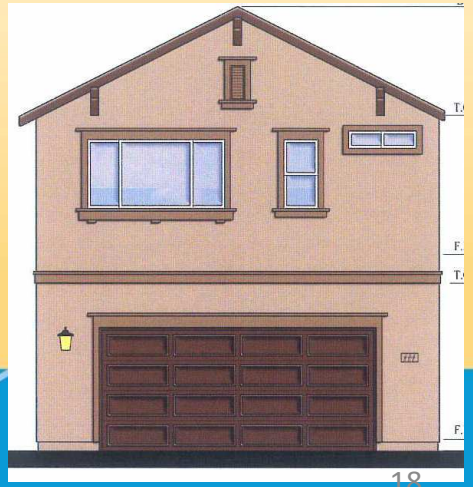


Italianate Elevation









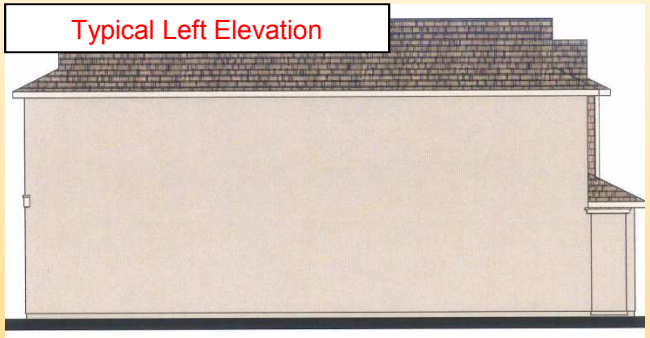
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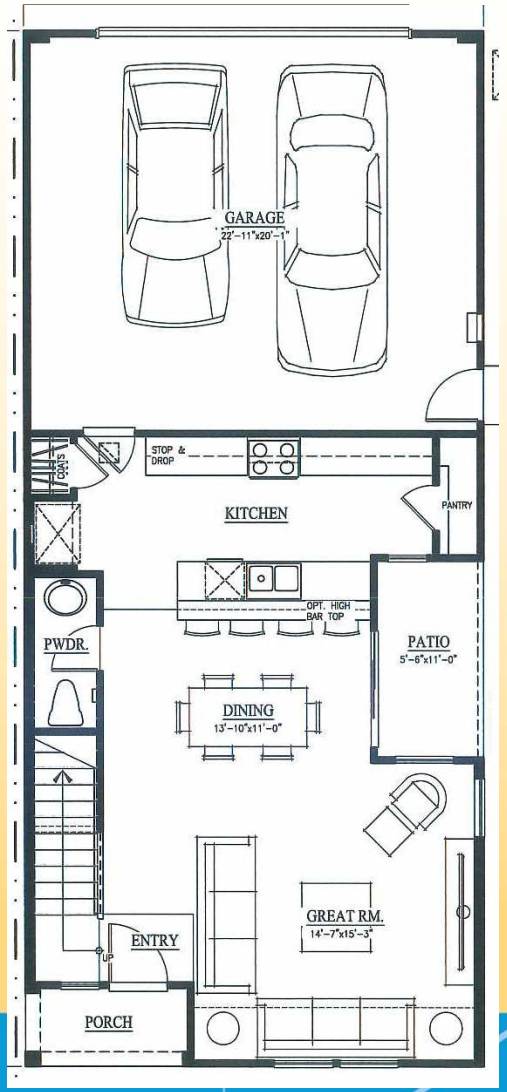
Reflections Plan 4

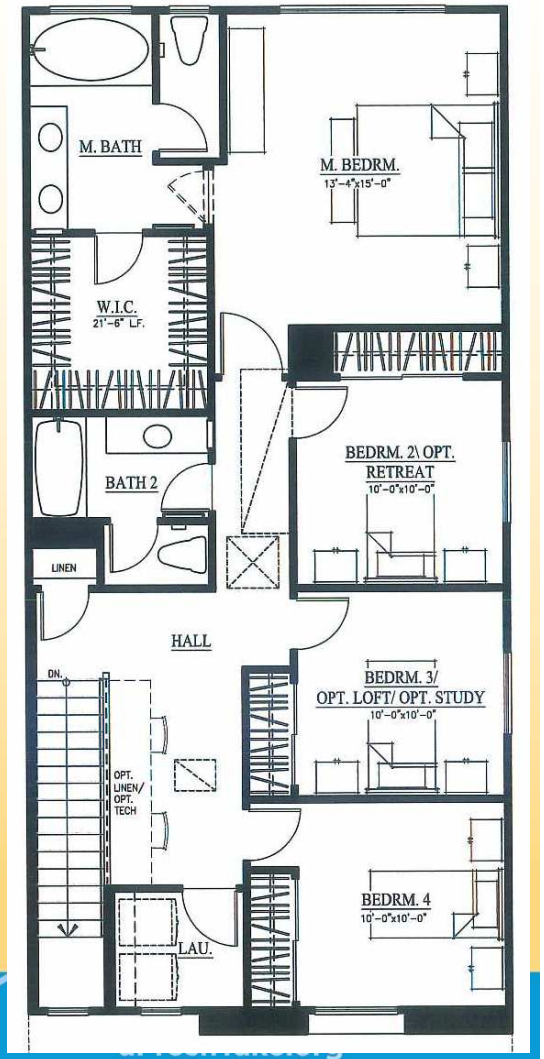
Typical Right Elevation



Typical Left Elevation







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Cottages/Impression (RC 07-319)

- This district includes single family detached homes on lots of 2,450 square feet (35'x70').
- The average density for the Cottage District is 11-12 DU/Acre and comprises 19.5 % of total housing units for Capital Village (163 units)

Specific Design Criteria (SP pages 17-19):

- Cottage: Cross gabled roof forms coupled with steeply pitched forward roof elements and porches are the major components of the style. Wide horizontal siding and plank shutters add texture and detail while simple trims punctuate the windows.
- Old Pasadena (Spanish): Shaped gable corbels, arches and plank shutters add detail and complete the style.
- Normandy: Inspired by French domestic architecture that is vertical emphasis in the basic massing. Gently sloping gable corbels, curved porch brackets and shutters complete the style.

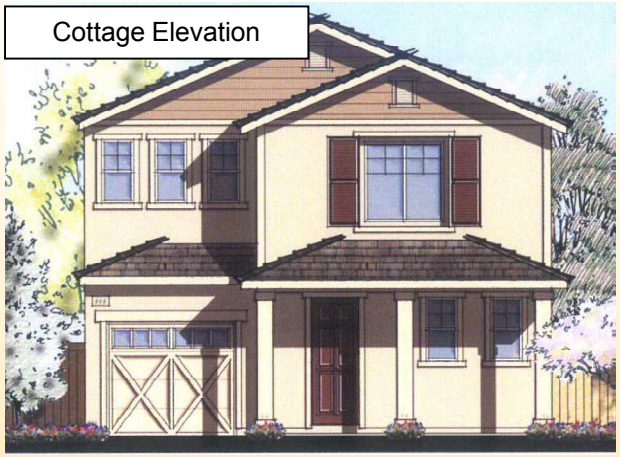
Cottages/Impression (RC 07-319)

Cottages II Plan 1

Old Pasadena



Cottage Elevation



Normandy Elevation









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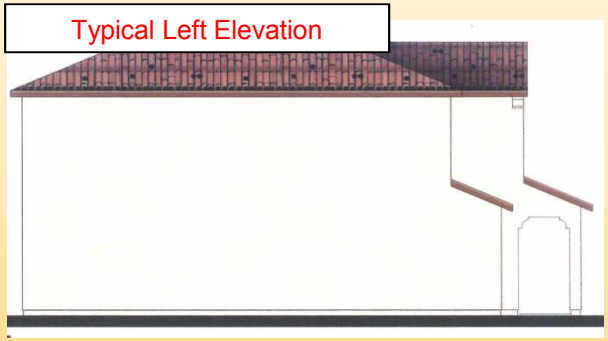
Cottages/Impression (RC 07-319)

Cottages II Plan 1

Typical Right Elevation

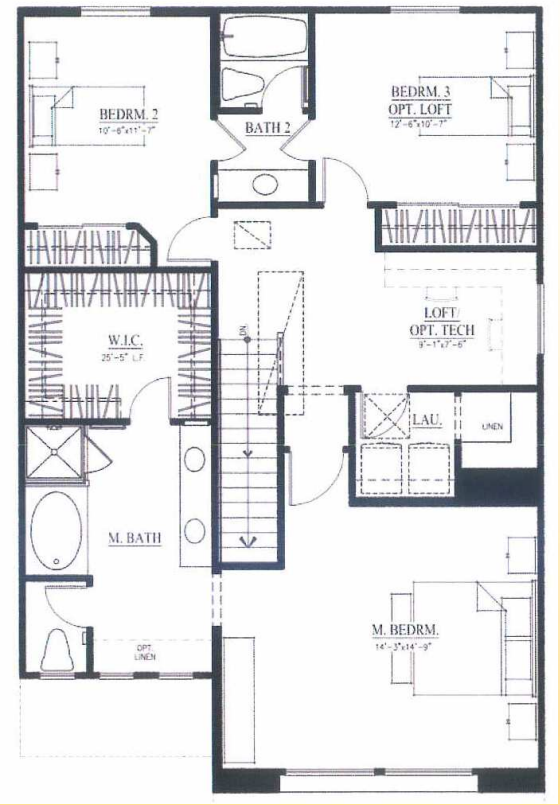


Typical Left Elevation



Typical Floor Plan





Cottages/Impression (RC 07-319)

Cottages II Plan 2

Old Pasadena



Cottage Elevation



Normandy Elevation









Cottages/Impression (RC 07-319)

Cottages II Plan 2

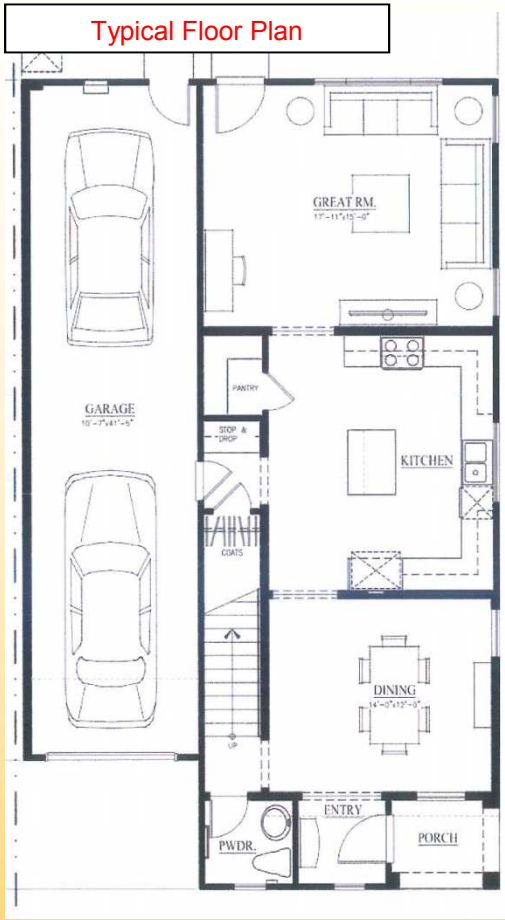
Typical Right Elevation

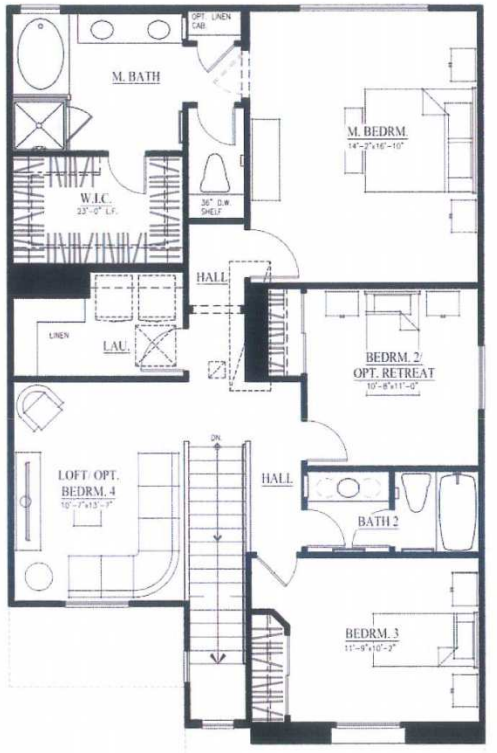


Typical Left Elevation



Typical Floor Plan





Cottages/Impression (RC 07-319)

Cottages II Plan 3

Old Pasadena



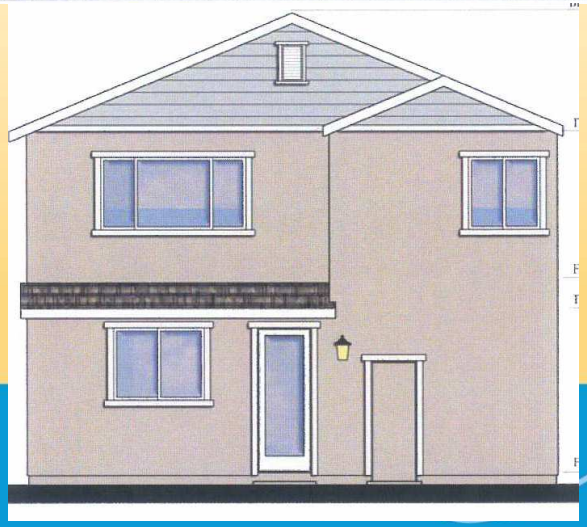
Cottage Elevation



Normandy Elevation









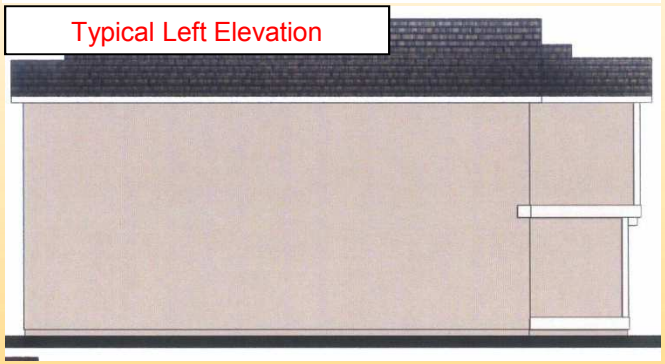
Cottages/Impression (RC 07-319)

Cottages II Plan 3

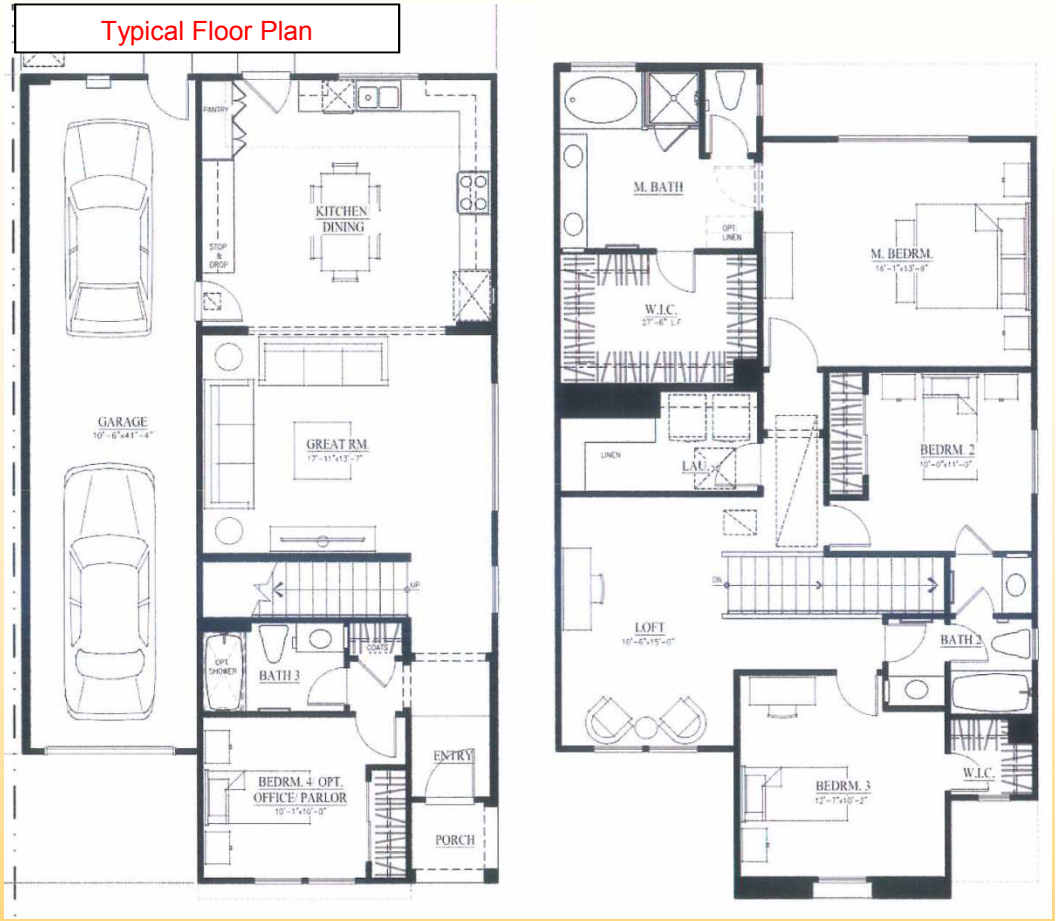
Typical Right Elevation



Typical Left Elevation



Typical Floor Plan



Cottages/Impression (RC 07-319)

Cottages II Plan 4

Old Pasadena



Cottage Elevation



Normandy Elevation









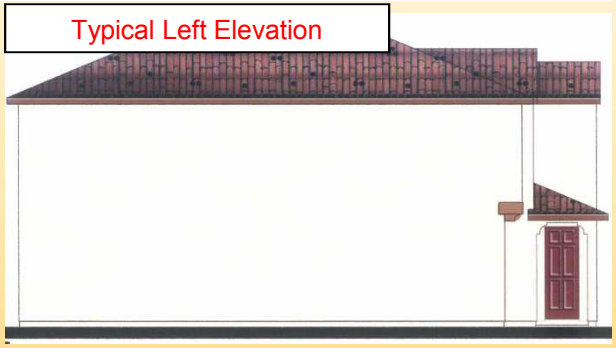
Cottages/Impression (RC 07-319)

Cottages II Plan 4

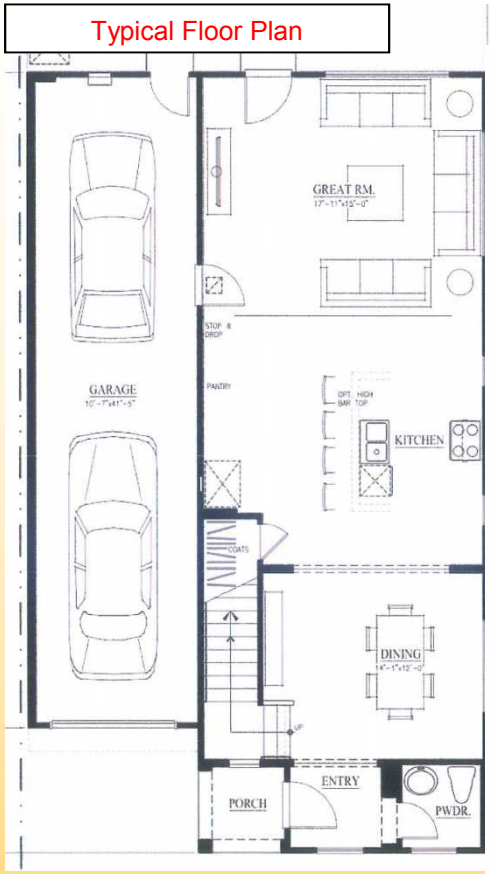
Typical Right Elevation

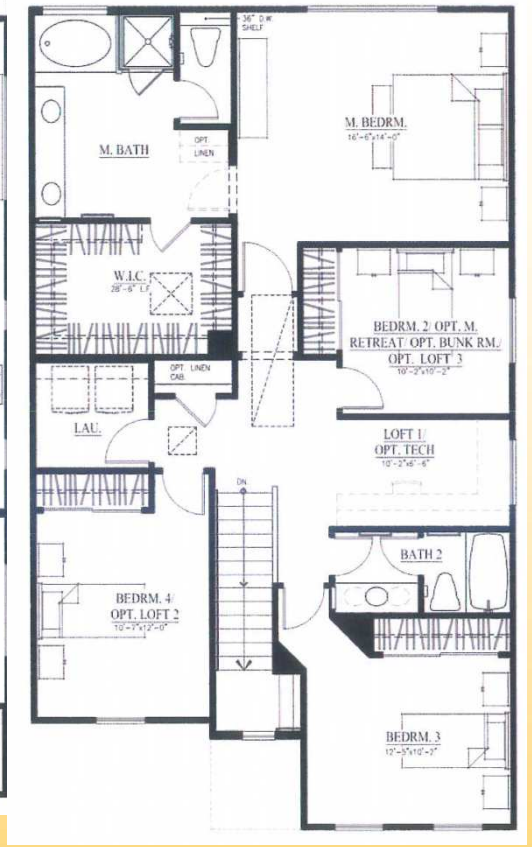


Typical Left Elevation



Typical Floor Plan





Bungalows/Inspiration (RC 07-320)

- This district includes single family detached homes on lots of 3,600 square feet (40'x90').
- The average density for the Bungalows District is 8-9 DU/Acre and comprises 18 % of total housing units for Capital Village (151 units)

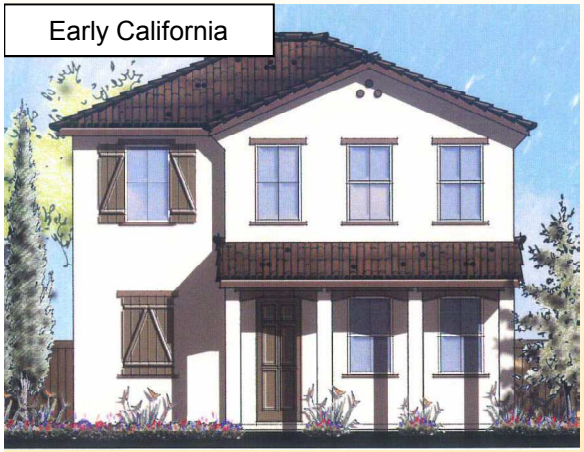
Specific Design Criteria (SP pages 14-16):

- Early California: derived from Spanish colonial and Monterey styles unique to California's early history. Simple forms and gable roofs are combined to create the "massing," while porches, window trims and gable details complete the style.
- Craftsman: The style combines front or cross-gabled roofs , long overhangs, decorative barge rafters, and substantial porch columns. Shingle siding is used to accent prominent features of the elevations .
- Cal Bungalow: Similar to craftsman, but in a more refined, simplified using horizontal siding replaces the heavier shake siding.

Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 1

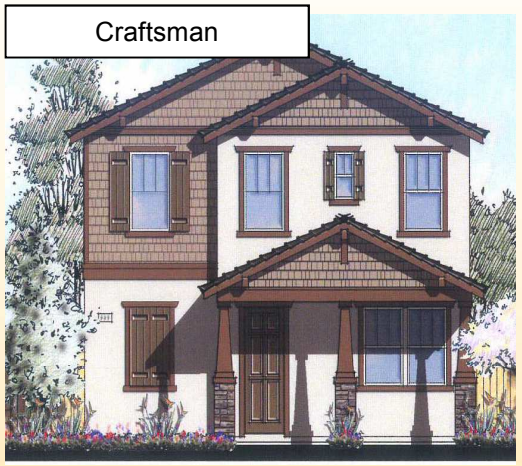
Early California



California Bungalow



Craftsman









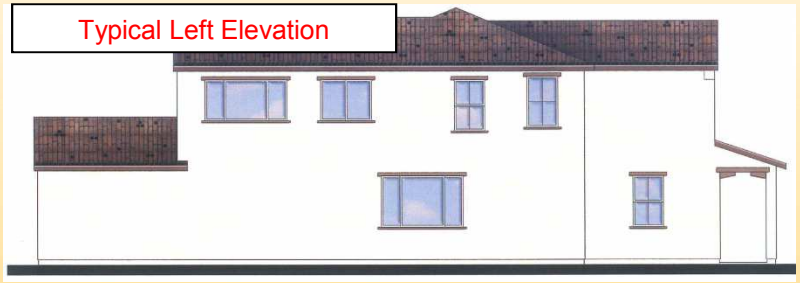
Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 1

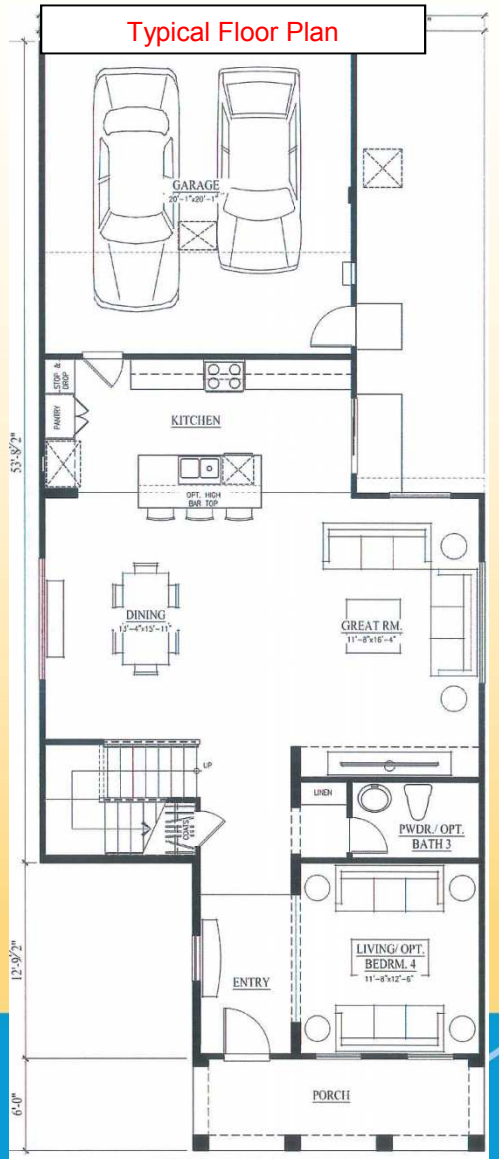
Typical Right Elevation



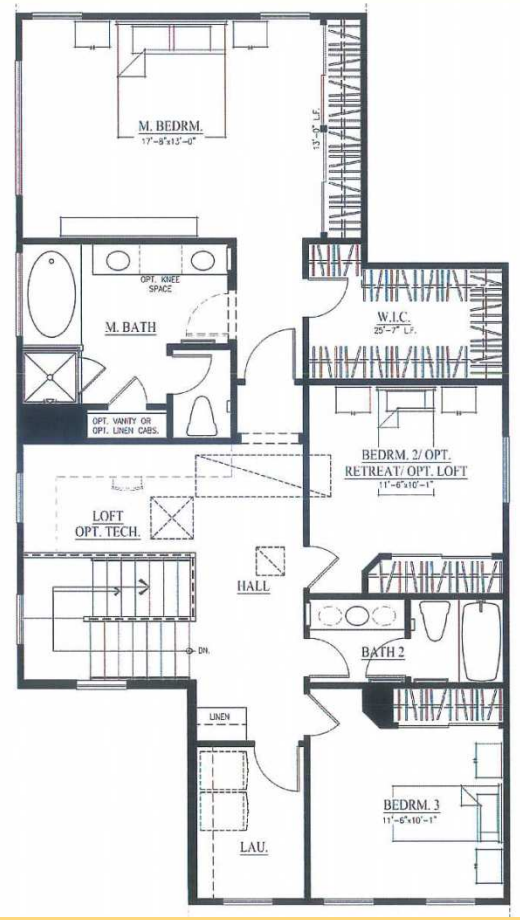
Typical Left Elevation



Typical Floor Plan



FIRST FLOOR PLAN



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Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 2

Early California



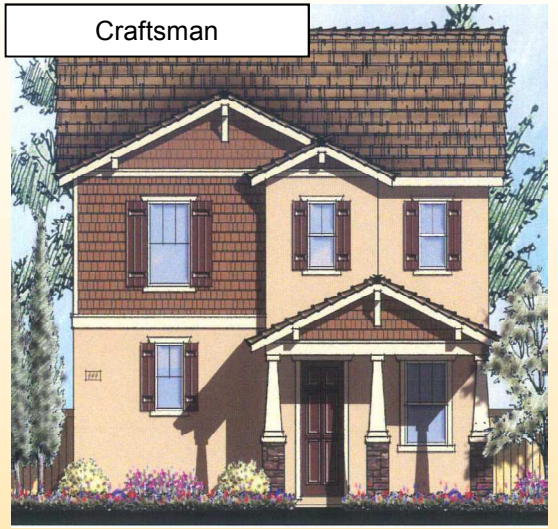


California Bungalow





Craftsman





Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 2

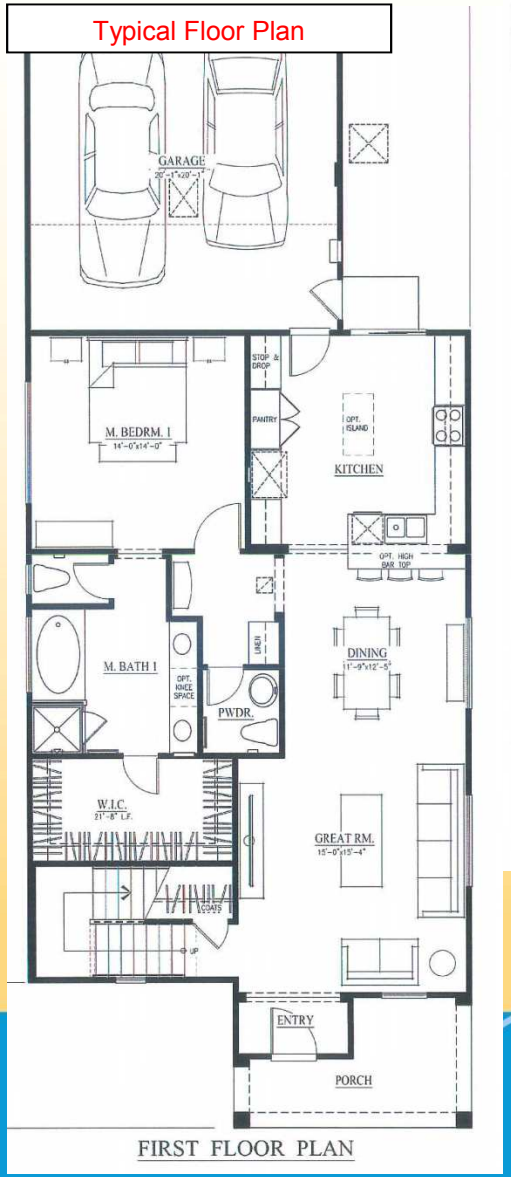
Typical Right Elevation



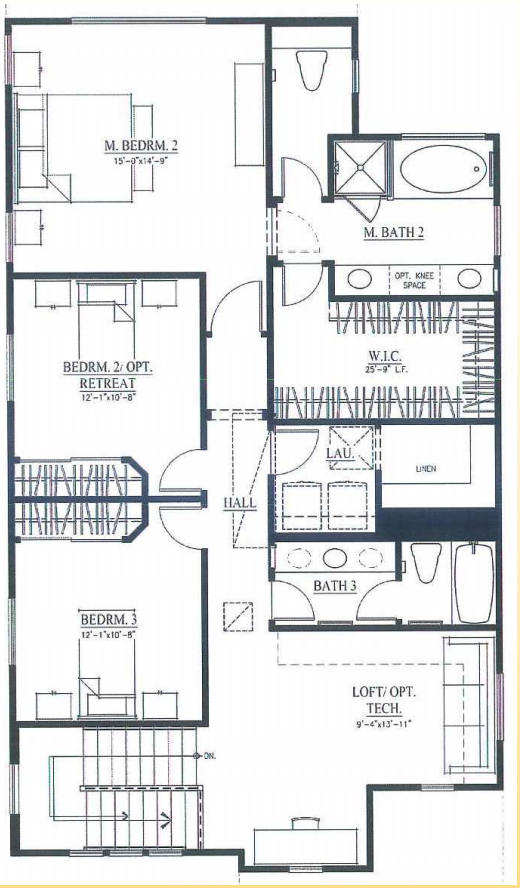
Typical Left Elevation



Typical Floor Plan



FIRST FLOOR PLAN



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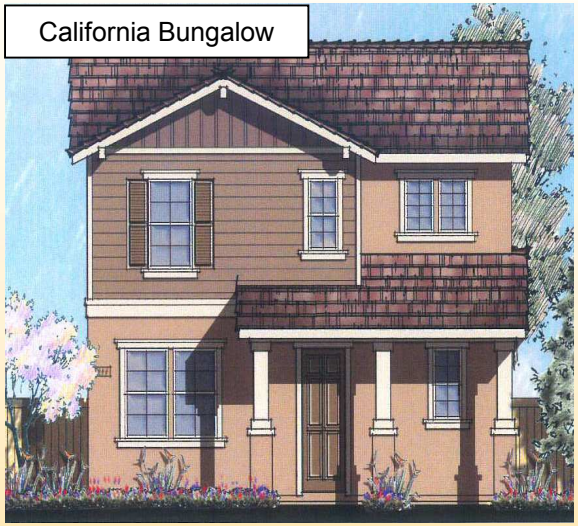
Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 3

Early California



California Bungalow



Craftsman









RANCHO CORDOVA
CALIFORNIA

Bungalows/Inspiration (RC 07-320)

Bungalows II Plan 3

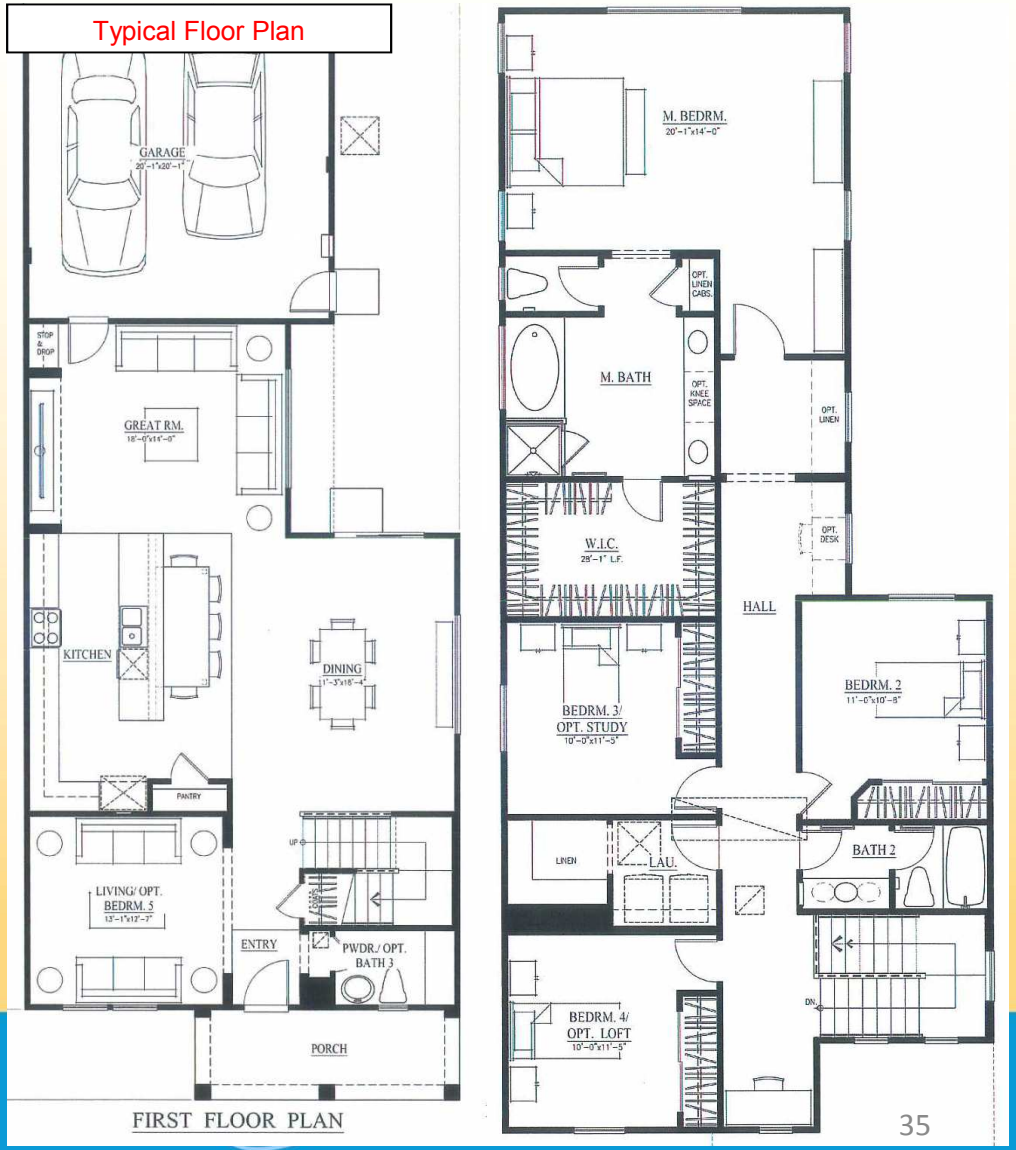
Typical Right Elevation



Typical Left Elevation



Typical Floor Plan



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Key Design Conditions

- Homes with identical floor plans shall not be located next to each other unless they have different facades elevations and different color schemes – such units should appear substantially different in design.
- Garbage cans must be screened from public view and that has adequate and unobstructed pathway access to garbage pickup locations.
- A landscape plan is required prior to issuance of Building Permit.

Questions??

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Paul Junker, Planning Director
Pam Johns, Special Projects Manager

SUBJECT: **GENERAL PLAN AMENDMENTS FOR THE KASSIS PROPERTY, PLAZA DE ORO, GENERAL PLAN/ZONING CONSISTENCY TABLE, SUNCREEK SPECIFIC PLAN, AND THE NATURAL RESOURCES ELEMENT**

RECOMMENDATION

Adopt Resolution No. 138-2014, and introduce and waive the first reading of Ordinance No. 29-2014.

RESULT OF RECOMMENDED ACTION

KASSIS PROPERTY:
Adoption of Resolution No. 138-2014 and Ordinance No. 29-2014 would amend the General Plan Maps for a portion of the Kassis property, modifying the Folsom Boulevard Planning Area Boundary and changing the land use designation from Folsom Boulevard Specific Plan ("FBSP") to Low Density Residential ("LDR") to accommodate existing residential units on the property. Additionally, the project would remove a portion of the property from the FBSP and rezone that portion from Folsom Boulevard-Residential Mixed Use ("FB-RMU") to Residential, 3 Dwelling Units Per Acre ("RD-3").

PLAZA DE ORO PROPERTY:
Adoption of Resolution No. 138-2014 and Ordinance No. 29-2014 would amend the General Plan Land Use Map (Figure LU-5) to change the Plaza de Oro site from Light Industrial ("LI") to Commercial Mixed Use ("CMU") and remove it from the Sunrise Boulevard South Planning Area ("SBSPA"). The project would also rezone the property from LI to CMU, consistent with existing development.

GENERAL PLAN LAND USE CONSISTENCY TABLE:
Adoption of Resolution No. 138-2014 would amend Table LU-2 General Plan/Zoning Consistency to reflect the current land use designations and zoning districts.

SUNCREEK SPECIFIC PLAN AMENDMENT:
Adoption of Resolution No. 138-2014 would amend the General Plan Planning Area descriptions and maps for the Suncreek/Preserve Planning Area to accurately reference adoption of the Suncreek Specific Plan.

NATURAL RESOURCES ELEMENT POLICY AMENDMENT:
Adoption of Resolution 138-2014 would amend the Natural Resources Element to clarify certain policies and actions that, in their current form, could be interpreted in such a manner that would be counter to the General Plan anticipated and planned urban development and transportation system improvements for the entire City.

PROJECT BACKGROUND

The City of Rancho Cordova is initiating amendments to the General Plan and corresponding implementation documents for the projects/items listed below. These amendments have the following specific purposes:

To ensure consistency with state law;
For consistency with existing development or proposed plans previously recognized by City Council; and/or
To ensure consistency and eliminate ambiguity in the implementation and administration of the General Plan and implementing documents.

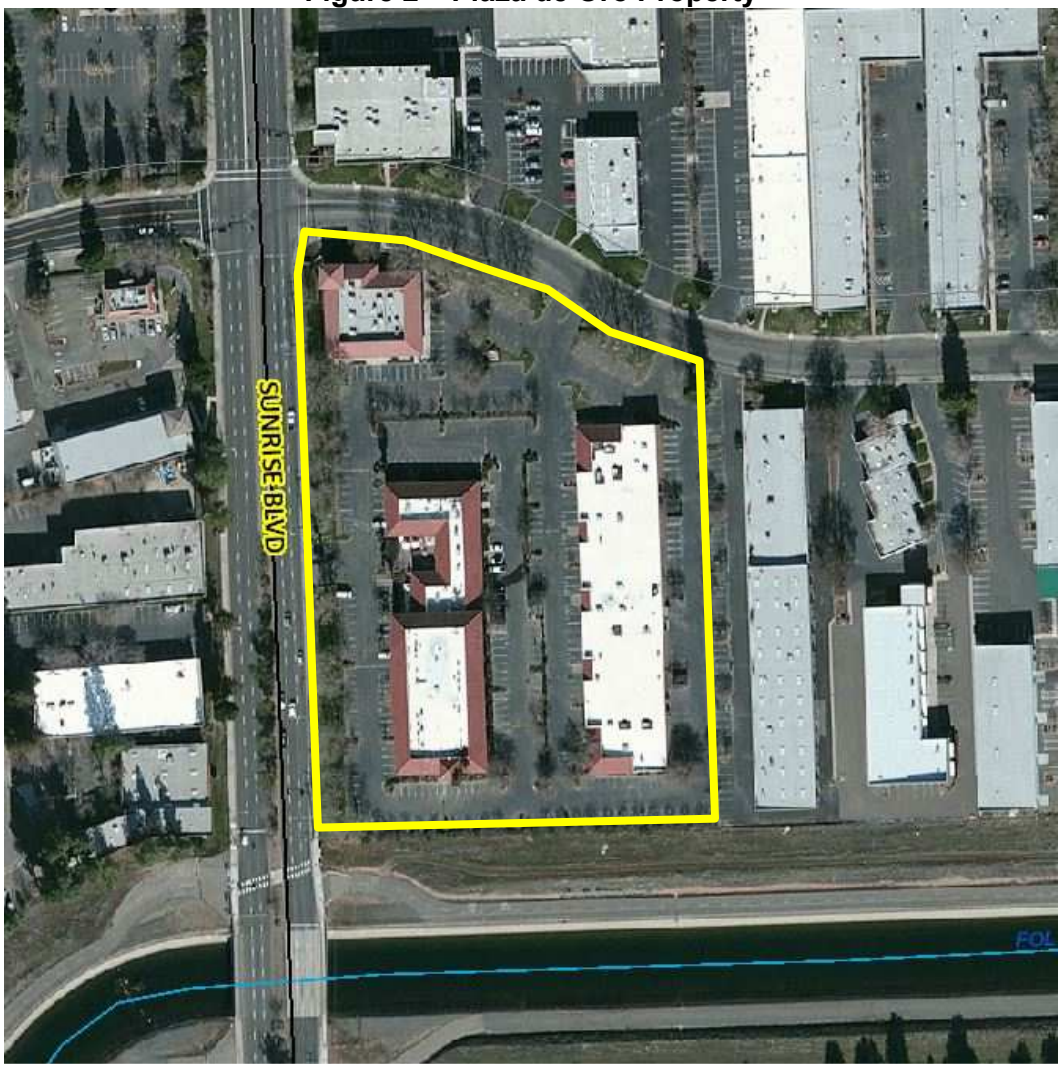
Kassis Property:
The Kassis property is a 42 acre, mostly undeveloped property, located at the western City limits on the north side of Folsom Boulevard. The Kassis family are long-time residents of the City and there are currently two homes in the approximate center of the western side of the site. In order to have these homes be in compliance with the City's Zoning Code, and not be considered "legal non-conforming," the Kassis family requested that a small portion (0.36 acres) of the property be removed from the Folsom Boulevard Specific Plan area.

Figure 1 – Kassis Property



Plaza Del Oro Property:
The Plaza de Oro property is a 6.13 acre developed site, located at the southeast corner of Sunrise Boulevard and Sunrise Gold Circle. The site is developed with several buildings that currently house a variety of businesses including restaurants, retail, office, and light industrial users. Given the current uses on the property, the site would be more appropriately designated and zoned for commercial mixed use.

Figure 2 – Plaza de Oro Property



SUMMARY OF PROPOSED AMENDMENTS:

A summary of required amendments for each of the included subjects is listed below.

Kassis Property:

1. Amend Figure LU-5 General Plan Land Use Map to change the boundary for FBSP to match parcel lines for the residential carve out and change 0.36 acres from FBSP to LDR.

2. Amend Figure LU-6 General Plan Land Use Map - Planning Areas to change boundary for the FBSP to match parcel lines for the residential carve out (0.36 acres removed from FBSP).
3. Amend General Plan Planning Area Descriptions and Maps for Folsom Boulevard Planning Area ("FBPA") to show the accurate boundary of the FBSP within the context of the larger FBPA. Additionally, amend the Conceptual Land Uses text to read the following in the last sentence of the second paragraph: "The Folsom Boulevard Specific Plan creates the land use plan for this vibrant corridor, along with development and design provisions, economic development strategies, improvement standards, and an action plan for improvement."
4. Amend the Zoning Map to rezone 0.36 acres of the Kassis property from FB-RMU to RD-3 for the residential carve out consistent with the parcel map.
5. Amend several figures in the FBSP to accurately reflect the parcel boundary of the residential carve out of the Kassis property anticipated with the adoption of the FBSP (Figures 1-1, 2-1 and 5-1). Amendments should also remove the text in the Kassis Opportunity Site Description with reference to the fact that the boundary does not fall along existing property lines and future boundary adjustment may be necessary.

Plaza de Oro Property:

1. Amend Figure LU-5 General Plan Land Use Map to change the land use designation of the Plaza de Oro mixed use development (6.13 acres) on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle from LI in the Sunrise Boulevard South Planning Area ("SBSPA") to CMU and remove it from the SBSPA.
2. Amend Figure LU-6 General Plan Land Use Map - Planning Areas to change the boundary of the Plaza de Oro mixed use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle to remove it from the SBSPA.
3. Amend the General Plan Planning Area Descriptions and Maps for SBSPA. Specifically, amend General Plan Figure LU-31 Land Plan for the SBSPA to remove the Plaza de Oro mixed use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle. Additionally, amend Figure LU-32 Environmental and Physical Constraints Map for the Sunrise Boulevard South Area to remove the Plaza de Oro mixed use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle.
4. Amend the Zoning Map to rezone Plaza de Oro mixed use property (6.13 acres) on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle from LI to CMU consistent with existing development.

General Plan Land Use Consistency Table:

1. Amend Table LU-2 General Plan/Zoning Consistency to remove districts that no longer exist (e.g., rural and agriculture), to reflect changes and consolidation of existing districts (e.g., MDR, HDR) and to include new districts created (e.g., mixed use and town center).

Natural Resources Element Policy Amendment:

1. Amend General Plan Natural Resources Element as follows (amendments are underlined; deletions in strikeout):

   "General amendment for the Natural Resources Element – The goals of this element are as follows and are listed subsequently with corresponding policies and actions. The term "feasible" as used in the Natural Resources Element of the City General Plan shall be defined as follows: "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors.

Action NR.1.1.1 — Incorporate ~~large~~ habitat preserves and interconnected wildlife corridors in new development areas to allow ~~provide ample space~~ for animal movement where feasible and as necessary for viability of protected species.

Action NR.1.1.3 — As part of the consideration of development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City ~~shall~~ may require that these preserved habitats have interconnections with other habitat areas ~~in order to maintain~~ where feasible and appropriate to promote the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, ~~as recommended by~~ with the consideration of a recommendation from a qualified professional, ~~and will include consultation with the~~ after the California Department of Fish and Game and U.S. Fish and Wildlife Service are provided with an opportunity to comment.

Action NR.1.7.1 — For those areas in which special-status species are found or likely to occur ~~or where the presence of species can be reasonably inferred~~, the City shall require feasible mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species ~~populations in the region to the extent~~ such that their decline would impact the viability of ~~the regional population~~ the species. Feasible mitigation shall be ~~designed~~ determined by the City ~~in coordination with~~ after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) are provided an opportunity to comment, and may ~~shall~~ emphasize a multi-species approach ~~to the maximum extent feasible~~. This may include development or participation in a habitat conservation plan.

Policy NR.1.10 — The ~~City shall avoid the~~ placement of new roadways within habitat preserves ~~to the maximum extent feasible.~~ shall be discouraged, but is not prohibited. This Policy shall not apply to roadways shown in the Circulation Element or needed to meet goals or policies of the Circulation Element.

Policy NR.1.11 — In such cases ~~where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway~~ where a new roadway crosses a habitat preserve or separates two adjacent preserves, the roadway shall include design features, where feasible and appropriate, ~~be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that~~ to allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles, bicycles and pedestrians on the roadway.

Policy NR.2.2 — Ensure that direct and indirect effects to wetland habitats are ~~minimized~~ mitigated to the extent feasible by environmentally sensitive project siting and design or other measures~~, to the maximum extent feasible~~.

Policy NR.3.2 — In general, the City will encourage the preservation of existing location, topography, and meandering alignment of natural creeks. ~~Where necessary, and if consistent with other City policies, the creation~~ The modification, re-creation and realignment of creek corridors shall ~~be constructed to~~ recreate the character of the natural creek corridor~~.~~ to the extent feasible, appropriate and consistent with other City policies. Channelization and the use of concrete within creek corridors shall ~~not be supported~~ be discouraged, but is not prohibited."

Suncreek Specific Plan Amendment:

1. Amend GP Planning Area Descriptions and Map (Figure LU-28) for Suncreek/Preserve Planning Area to accurately reference adoption of the Suncreek Specific Plan.

REQUIRED PERMITS AND REGULATORY BASIS

Section 23.155, General Plan Amendments, provides the procedural and findings required to accomplish a General Plan Amendment. Section 23.146, Zoning Amendments, provides the procedural and findings required to accomplish a Zoning Map Amendment. In the case of this project, all of the appropriate steps have been taken and findings have been made to support the proposed actions.

PROJECT ANALYSIS

Kassis Property:
This project would include a minor amendment to the boundary and land use designations associated with a parcel map for the Kassis property. The project is required to match parcel lines to carve out a 0.36 acre residential portion of the 42 acre Kassis property along Folsom Boulevard within the FBSP. The project involves an amendment of the land use designation from FBPA to LDR, boundary adjustment in the FBSP exhibits, and rezoning from FB-RMU to RD-3. In December 2013, City Council approved an amendment to the FBSP assuming the carve out of this 0.36 acre parcel and removal from the plan area before the parcel line was established. The carve out was supported to accommodate the Kassis family's desires to remain on the portion of the property in which residential homes currently exist and will also accommodate one additional home site. The remaining 40+ acres would be available for more urban development in the future when so desired. The amendments proposed herein are also required for consistency with the previously adopted FBSP document.

Plaza de Oro:
The project would amend the land use designation of the 6.13 acre Plaza de Oro mixed use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle from LI in the SBSPA to CMU and remove it from the SBSPA. The two parcels totaling 6.13 acres would also require rezoning from LI to CMU. This modification is intended to more accurately reflect the existing businesses that currently occupy the building onsite.

General Plan Land Use/Zoning Consistency Table, Table LU-2:
These amendments would update the General Plan/Zoning Consistency Table, Table LU-2, in the General Plan to reflect the zoning district changes that were adopted with the Zoning Code update in 2009. These amendments are intended to be clean up in nature only and do not modify any policies made by the City Council.

Suncreek Specific Plan Amendment:
This portion of the amendments would update the applicable General Plan exhibits and text to recognize the adoption of the Suncreek Specific Plan ("SSP") in 2013. There are no revisions to the SSP itself nor are any policy revisions being made.

Natural Resources Element Policy Amendments:
As described in detail above, these amendments would alter several policies and actions and add a definition in the Natural Resources Element to clarify the City's original intent of these policy provisions of the Natural Resources Element, to ensure consistency with planned urban

development and associated land use patterns and transportation system improvements identified in the Land Use and Circulation elements of the General Plan, and to ensure consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR.

Since adoption of the General Plan, the City has conducted a series of reviews of the General Plan as part of its implementation (required under California Government Code section 65400) as well as to ensure internal consistency of the elements and policy provisions. The City has identified policies and actions within the Natural Resource Element that, in their current form, could be interpreted in such a manner that would be counter to General Plan anticipated and planned urban development and transportation system improvements for the entire City.

Specifically, language within the Natural Resources Element could be interpreted to conflict with the General Plan Land Use Map (see General Plan Land Use Element page 15 and 16) and the associated 16 Planning Area conceptual land plans (see General Plan Land Use Element pages 49 through 94) that set the land use vision of the City, as well as the Roadway System and Sizing Map (see General Plan Circulation Element page 11), Bikeways and Trails Plan (see General Plan Circulation Element page 15) and Transit System Map (see General Plan Circulation Element page 19).

An example of such an interpretation issue occurred in a trial court decision (*California Native Plant Society v. City of Rancho Cordova, et al.*) associated with the interpretation of General Plan Natural Resource Element Actions NR.1.1.3 and NR.1.7.1. Staff is proposing minor amendments and clarifications as listed in the summary of changes section of this report.

CEQA ANALYSIS

An addendum to the General Plan Environmental Impact Report ("EIR") was prepared under California Environmental Quality Control Act guidelines to address the proposed amendments. Analysis concluded that the General Plan Amendments, Zoning Code Amendments, and amendments to Folsom Boulevard Specific Plan would not result in any additional impacts that were not addressed in the General Plan EIR. The addendum is included in full in **Attachment 1, Exhibit F**.

ATTACHMENTS

1. Resolution 138-2014, including the Kassis Property Amendment (**Exhibit A**), Plaza de Oro Amendment (**Exhibit B**), General Plan Land Use Element Table LU-2 Amendment (**Exhibit C**), Suncreek/Preserve Planning Area Amendment (**Exhibit D**), the Natural Resources Element Amendment (**Exhibit E**), and an Addendum to the General Plan EIR (**Exhibit F**).
2. Ordinance 29-2014, including FBSP Map Amendment (**Exhibit A**), Kassis Property Rezone (**Exhibit B**), and Plaza de Oro Rezone (**Exhibit C**).
3. 500' Radius Map and Labels.

2364310.2

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 138-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING GENERAL PLAN AMENDMENTS TO THE LAND USE ELEMENT AS FOLLOWS:

REMOVING THE KASSIS PROPERTY (APN 075-0450-005), A 0.36 ACRE PARCEL FROM THE FOLSOM BOULEVARD SPECIFIC PLAN AREA, CHANGING THE LAND USE DESIGNATION FROM FOLSOM BOULEVARD SPECIFIC PLAN TO LOW DENSITY RESIDENTIAL; AND

REMOVING PLAZA DE ORO (APNS 072-0430-077, and -078) FROM THE SUNRISE BOULEVARD SOUTH PLANNING AREA, CHANGING THE LAND USE DESIGNATION FROM LIGHT INDUSTRIAL TO COMMERCIAL MIXED USE; AND

UPDATING THE GENERAL PLAN/ZONING CONSISTENCY TABLE, TABLE LU-2; AND

UPDATING THE MAP AND TEXT DESCRIPTION OF THE SUNCREEK/PRESERVE PLANNING AREA TO ACCURATELY REFERENCE ADOPTION OF THE SUNCREEK SPECIFIC PLAN; AND

AMENDING THE NATURAL RESOURCES ELEMENT OF THE GENERAL PLAN; AND

MAKING FINDINGS REGARDING THE ENVIRONMENTAL REVIEW REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on June 26, 2006, the City Council of the City of Rancho Cordova ("City") certified a Final Environmental Impact Report ("Final EIR" or "EIR") for the Rancho Cordova General Plan ("General Plan") and adopted the General Plan; and

Kassis Property

WHEREAS, on November 6, 2006, the City adopted Ordinance 57-2006, establishing the Folsom Boulevard Specific Plan ("FBSP" or "Specific Plan"); and

WHEREAS, on December 16, 2013, the City Council adopted Ordinance 44-2013 amending the FBSP to better respond to market conditions and simplify allowed use and development standards applicable to property within the plan area; and

WHEREAS, this Resolution amends the General Plan's Land Use Element by removing the 0.36 acres of residential land from the Kassis property from FBSP to Low Density Residential ("LDR") and changes the boundary of the Folsom Boulevard Planning Area ("FBPA") as shown in **Exhibit A**; and

WHEREAS, this Resolution amends General Plan Planning Area Descriptions and Maps for FBPA to show the new amended boundary of FBSP within the context of the larger FBPA. Additionally, this Resolution amends the Conceptual Land Uses text in the last sentence of the second paragraph to read "The Folsom Boulevard Specific Plan creates the land use plan for

this vibrant corridor, along with development and design provisions, economic development strategies, improvement standards, and an action plan for improvement"; and

Plaza de Oro

WHEREAS, the General Plan Land Use Element establishes a vision and land use designations for the Sunrise Boulevard South Planning Area ("SBSPA") for a wide range of mixed land uses intended to respect existing development patterns and provide new land use opportunities; and

WHEREAS, the subject property, known as Plaza de Oro, is currently developed with commercial buildings but is designated in the General Plan and Zoning Map as light industrial; and

WHEREAS, this Resolution amends the General Plan's Land Use Element by removing 6.13 acres on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle from the SBSPA and changing the land use designation from Light Industrial ("LI") to Commercial Mixed Use ("CMU") as shown in **Exhibit B**; and

WHEREAS, this Resolution amends the General Plan Planning Area Descriptions and Maps for SBSPA to remove the Plaza de Oro mixed use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle as shown in **Exhibit B**; and

General Plan/Zoning Consistency Table, Table LU-2

WHEREAS, this Resolution amends General Plan Land Use Element Table LU-2 General Plan/Zoning Consistency to reflect the changes adopted with the Zoning Code update. Specifically, the changes remove zoning districts that no longer exist, reflect changes and consolidation of existing districts, and to include new districts created as shown in **Exhibit C**; and

Suncreek/Preserve Planning Area

WHEREAS, this Resolution amends the General Plan's Land Use Element to change the General Plan Planning Area descriptions and maps for the Suncreek/Preserve Planning Area to accurately reference the adoption of the Suncreek Specific Plan as shown in **Exhibit D**; and

Natural Resources Element

WHEREAS, the City has initiated proposed amendments to the language in General Plan Natural Resources Element Policies NR.1.10, NR.1.11, NR.2.2 and NR.3.2, and Actions NR.1.1.1, NR.1.1.3 and NR.1.7.1, and the addition of a definition of the term "feasible" (Amendments) (**Exhibit E**). The text changes are proposed in order to clarify the City's intent associated with these Policies and Actions and with the overall implementation of the General Plan; and

WHEREAS, the amendments to the Natural Resources element alter several policies and actions and add a definition clarifying the City's original intent for this General Plan element, ensuring consistency with planned urban development and associated land use patterns and transportation system improvements identified in the Land Use and Circulation elements of the

General Plan, and to ensure consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR. The amendments will clarify certain policies and actions that, in their current form, could be interpreted in such a manner that would be counter to the General Plan anticipated and planned urban development and transportation system improvements for the entire City; and

All Amendments

WHEREAS, the General Plan Amendment will not have new or substantially more severe significant environmental impacts than were disclosed and analyzed in the General Plan EIR. Pursuant to the California Environmental Quality Act ("CEQA"), an Addendum (**Exhibit F**) to the General Plan EIR was prepared to address the proposed amendments in this Resolution (**Exhibits A, B, C, D, and E**). Analysis concluded that the General Plan Amendments would not result in any new or substantially more severe significant impacts that were not addressed in the General Plan EIR and no standards for reviewing further environmental review under CEQA are met; and

WHEREAS, the City Council is the appropriate authority to hear and take action on the General Plan Amendments and Addendum; and

WHEREAS, the attached General Plan Amendments (**Exhibits A, B, C, D, and E**) and the Addendum (**Exhibit F**) were reviewed by the City Council on December 1, 2014, during a public hearing being duly noticed and advertised in accordance with all legal requirements for General Plan Amendments; and

WHEREAS, at the public hearing, the City Council received testimony from the public on the attached General Plan Amendments and the Addendum; and

WHEREAS, all procedural requirements for the adoption of a General Plan Amendments have been followed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals.

The foregoing recitals are true and correct and made a part of this Resolution.

Section 2. Findings for Amendments to the Land Use Element of the General Plan (Exhibits A, B, C, and D) and the Addendum (Exhibit F)

A. California Environmental Quality Act. In compliance with the requirements of CEQA, an Addendum was prepared for the attached General Plan Amendments. The Addendum, attached hereto as **Exhibit F**, is to the General Plan Final EIR (SCH #2005022137), which was certified in June 2006 by the City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168).

No new or substantially more severe significant environmental impacts than were disclosed and analyzed in the General Plan EIR and no other standards for requiring supplemental environmental review under CEQA were identified in the Addendum for the attached General Plan Amendments. On the basis of the Addendum to the EIR, comments received, and the

whole record, there is no substantial evidence that the General Plan Amendments will have any new or substantially more severe significant environmental impacts than were disclosed and analyzed in the General Plan EIR. In addition, there is no substantial evidence that any of the standards for requiring supplemental environmental review under CEQA are met (Pub. Res. code section 21166 and CEQA Guidelines sections 15162 and 15163). The Addendum to the EIR reflects the City Council's independent judgment and analysis.

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

i. The Amendments to the Land Use Element does not constitute substantial changes to the General Plan that will require major revisions to the General Plan Final EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The General Plan Amendments will not result in new significant impacts that were not analyzed in the General Plan Final EIR.

ii. There is no substantial evidence in the record as a whole 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 for requiring supplemental environmental review in Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163.

iii. Therefore, no further environmental review under CEQA is required for the General Plan Amendments.

B. General Plan Consistency for Kassis Property. The amendment to the Land Use Element, attached hereto as **Exhibit A**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The proposed General Plan Amendment is consistent with the General Plan Planning Area for Folsom Boulevard land use and the FBSP text for the Kassis Opportunity Site anticipated the potential need to amend the boundary to match future parcel lines.

ii. The proposed General Plan Amendment is internally consistent with the General Plan because the property being removed from the FBPA was already developed with residential uses at the time of the previous FBSP adoption and is consistent with the General Plan. The proposed General Plan Amendment restores equivalent land uses in the area and will meet the intent of the original FBSP and General Plan.

C. General Plan Consistency for Plaza de Oro. The amendment to the Land Use Element, attached hereto as **Exhibit B**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The proposed General Plan Amendment is consistent with the General Plan vision and land use designations for the SBSPA to allow a wide range of mixed land uses intended to respect existing development patterns and provide new land use opportunities.

ii. The proposed General Plan Amendment is internally consistent with the General Plan because the property being removed from the SBSPA was already developed with commercial mixed use at the time the General Plan was adopted. The proposed General Plan Amendment restores land use designations consistent with existing development on the site and in the area and will meet the intent of the General Plan.

D. General Plan Consistency for General Plan/Zoning Consistency Table, Table LU-2. The amendment to the Land Use Element, attached hereto as **Exhibit C**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The proposed General Plan Amendment is internally consistent with the General Plan because changes to the General Plan/Zoning Consistency Table update the listed zoning districts to implement the existing General Plan land use designations. Specifically, amend Table LU-2 General Plan/Zoning Consistency to remove districts that no longer exist, reflect changes and consolidation of existing districts, and to include new districts created for consistency with the General Plan land use designations.

E. General Plan Consistency for Suncreek/Preserve Planning Area. The amendment to the Land Use Element, attached hereto as **Exhibit D**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The proposed General Plan Amendment is internally consistent with the General Plan because the map and text changes to the Suncreek/Preserve Planning Area are consistent with and intended to accurately recognize the adopted Suncreek Specific Plan.

Section 3. Findings for Amendment to the Natural Resources Element of the General Plan (Exhibit E) and the Addendum (Exhibit F)

A. California Environmental Quality Act. In compliance with the requirements of CEQA, an Addendum, attached hereto as **Exhibit F**, was prepared for the attached General Plan Amendments. The Addendum is to the General Plan Final EIR (SCH #2005022137), which was certified in June 2006 by the City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168).

No new or substantially more severe significant environmental impacts than were disclosed and analyzed in the General Plan EIR and no other standards for requiring supplemental environmental review under CEQA were identified in the Addendum for the attached General Plan Amendments. On the basis of the Addendum to the EIR, comments received, and the whole record, there is no substantial evidence that the General Plan Amendments will have any new or substantially more severe significant environmental impacts than were disclosed and analyzed in the General Plan EIR. In addition, there is no substantial evidence that any of the standards for requiring supplemental environmental review under CEQA are met (Pub. Res. Code section 21166 and CEQA Guidelines sections 15162 and 15163). The Addendum to the EIR reflects the City Council's independent judgment and analysis.

These findings constitute a summary of the information contained in the entire record. The detailed facts to support the findings are set forth in the Addendum and elsewhere in the record.

Other facts and information in the record that support each finding that are not included below are incorporated herein by reference:

i. The Amendments to the Natural Resources Element does not constitute substantial changes to the General Plan that will require major revisions to the General Plan Final EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The General Plan Amendment will not result in new significant impacts that were not analyzed in the General Plan Final EIR.

ii. There is no substantial evidence in the record as a whole 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 for requiring supplemental environmental review in Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163.

iii. Therefore, no further environmental review under CEQA is required for the General Plan Amendment.

B. General Plan Consistency. The amendment to the Natural Resources Element, attached hereto as **Exhibit E**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The Amendments do not constitute substantial changes to the existing General Plan Policies and Actions. The Amendments clarify the City's original intent of these policy provisions of the Natural Resources Element, to ensure consistency with planned urban development and associated land use patterns and transportation system improvements identified in the Land Use and Circulation elements of the General Plan, and to ensure consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR.

Section 4. Approval of Addendum. The City Council hereby approves the Addendum, attached hereto as **Exhibit F**. The City has properly prepared an Addendum under CEQA Guidelines section 15164 to explain its decision not to prepare a subsequent or supplemental EIR or conduct further environmental review for the General Plan Amendments. The City Council has considered the information in the General Plan Final EIR and the Addendum and approved the Addendum prior to adopting the General Plan Amendments under this Resolution.

Section 5. Adoption of General Plan Amendments. The City Council hereby adopts the amendments to the Land Use Element and the Natural Resources Element of the General Plan, as set forth in **Exhibit A, B, C, D, and E**, attached hereto and incorporated herein by reference.

Section 6. Severability.

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

ATTACHMENT 1

Section 7. Effective Date.

This Resolution shall take effect and be enforced (30) days after its adoption.

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

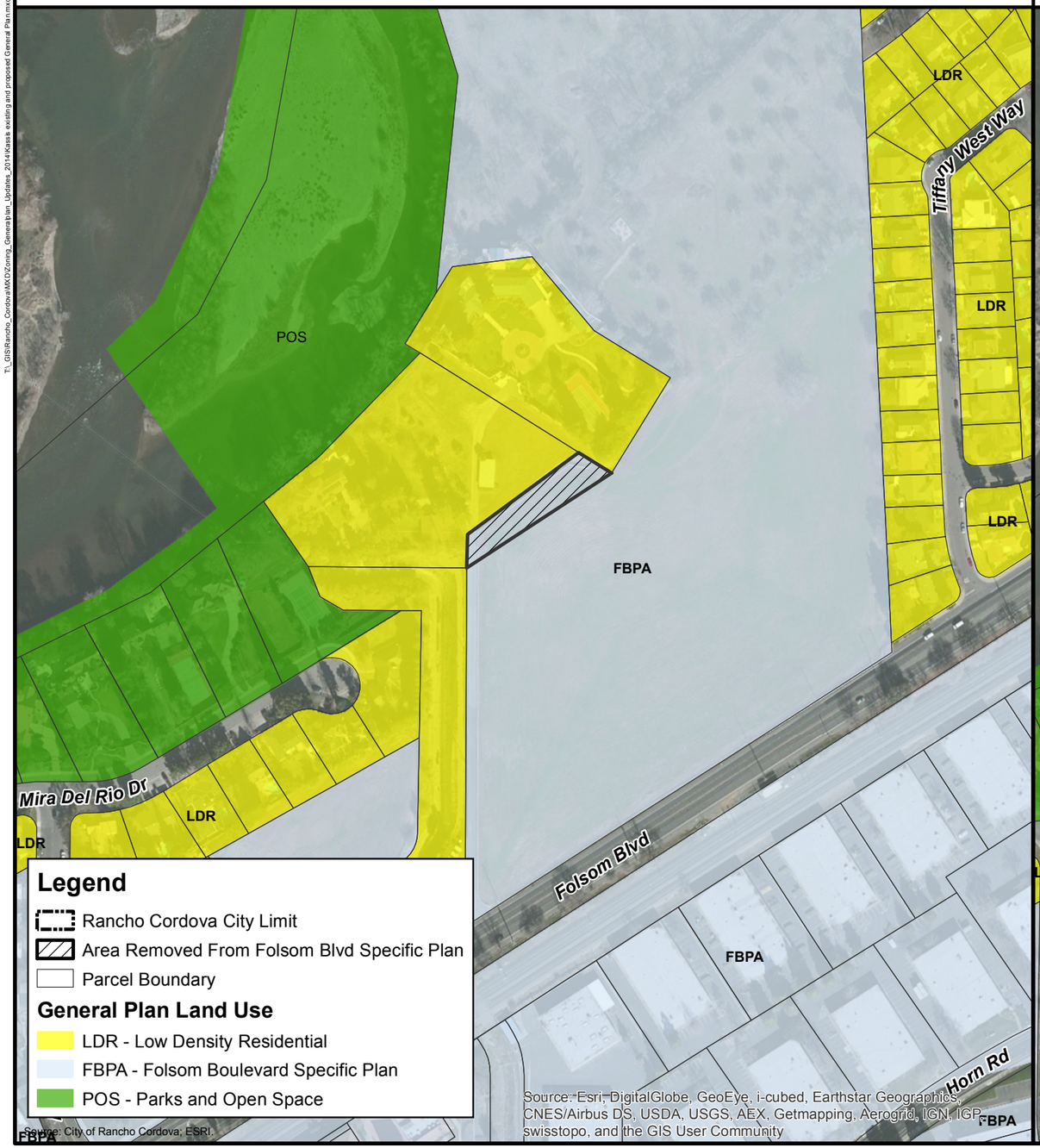
ATTEST:

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Mindy Cuppy, MMC, City Clerk

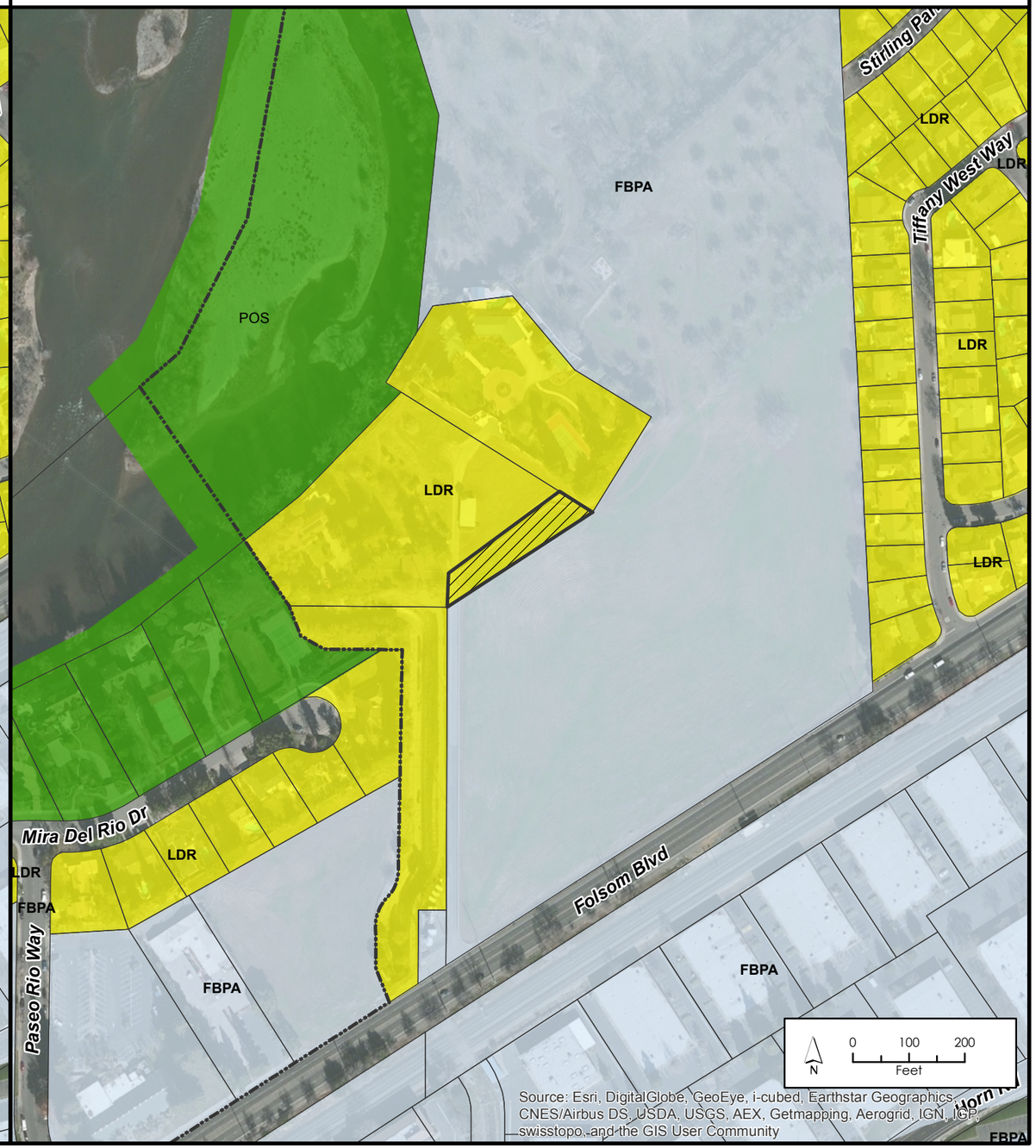
2364392.2

T:_GIS\Rancho_Cordova\MXD\Zoning_Generalplan_Updates_2014\Kassis existing and proposed General Plan.mxd (10/20/2014)

Existing General Plan Land Use



Proposed General Plan Land Use

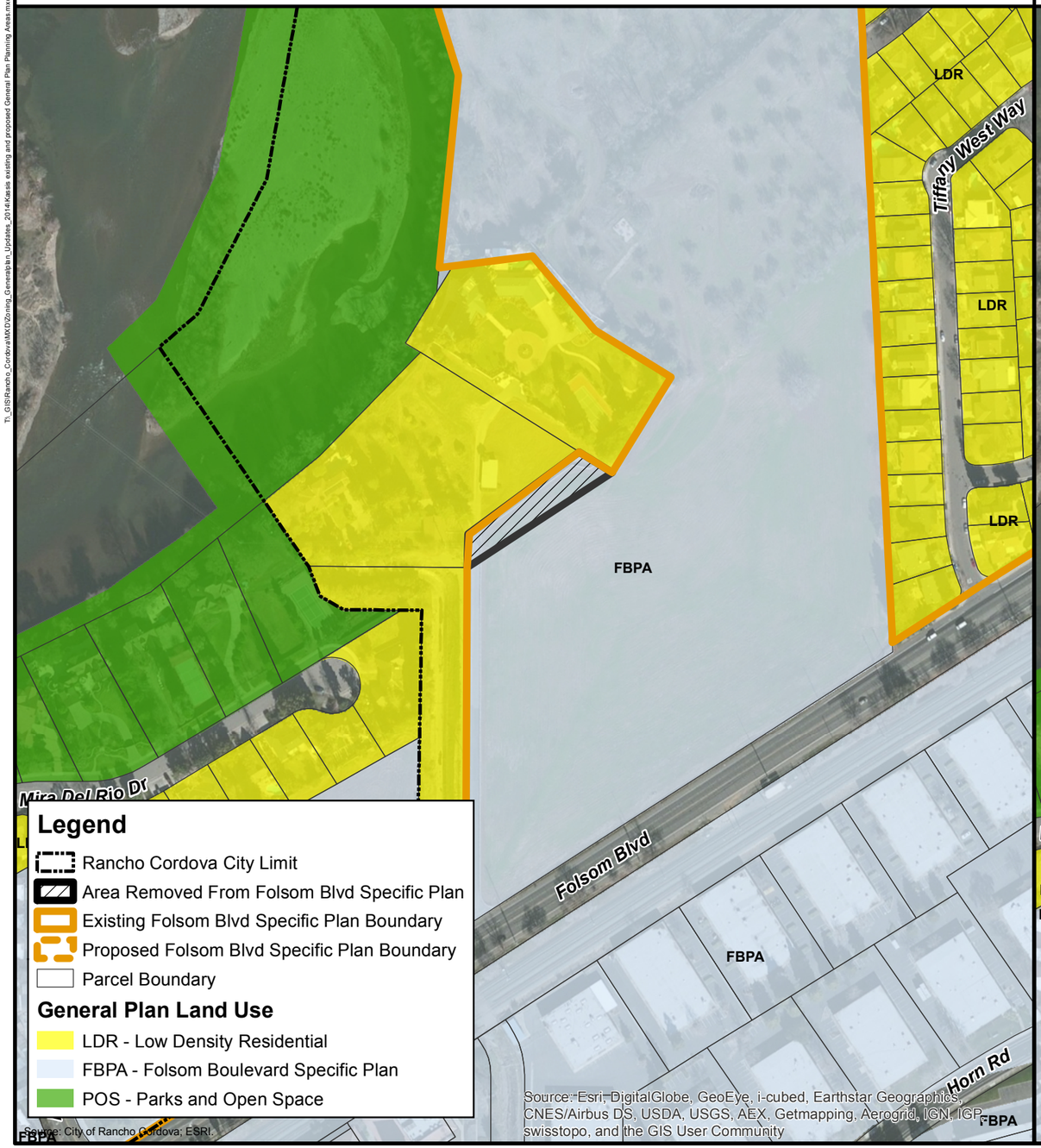


City of Rancho Cordova
Planning Department

Figure #
Kassis Property
Existing and Proposed General Plan Land Use

T:_GIS\Rancho_Cordova\MXD\Zoning_Generalplan_Updates_2014\Kassis existing and proposed General Plan Planning Areas.mxd (10/20/2014)

Existing Folsom Boulevard Specific Plan Boundary



Proposed Folsom Boulevard Specific Plan Boundary

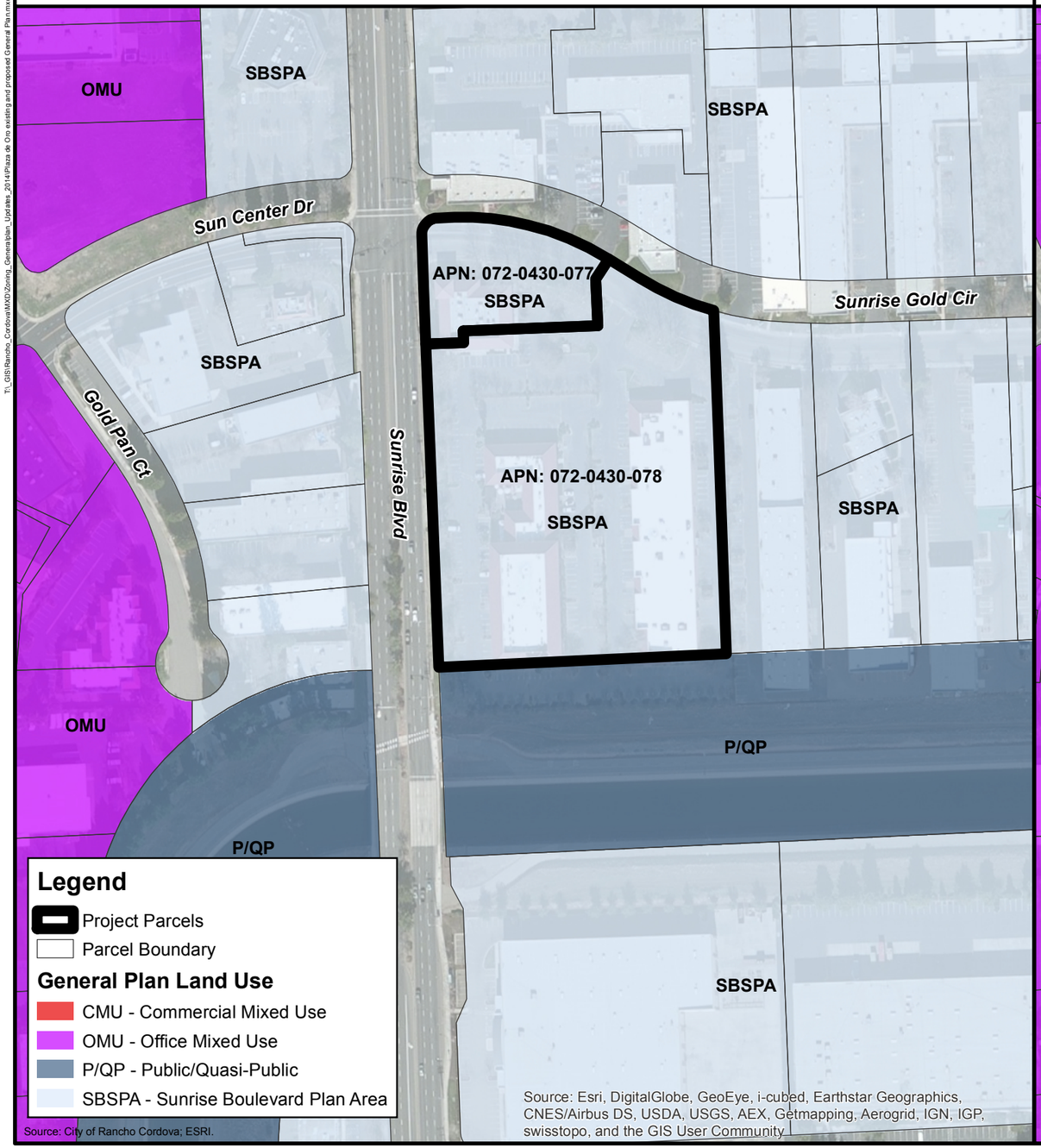


City of Rancho Cordova
Planning Department

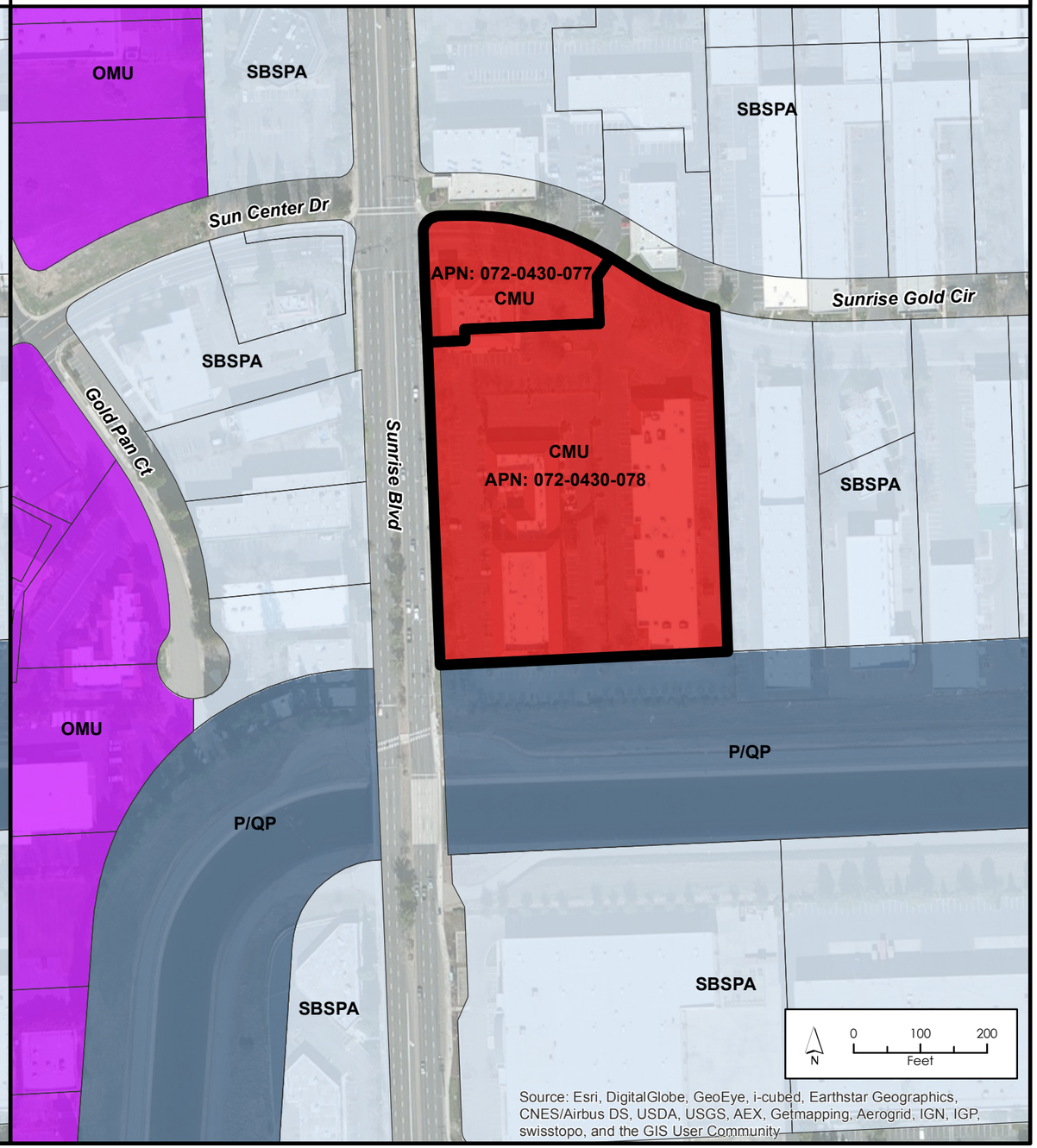
Figure #
Kassis Property
Existing and Proposed Folsom Boulevard Specific Plan Boundar

T:_GIS\Rancho_Cordova\MXD\Zoning_GeneralPlan_Updates_2014\Plaza de Oro existing and proposed General Plan.mxd (10/20/2014)

Existing General Plan Land Use



Proposed General Plan Land Use

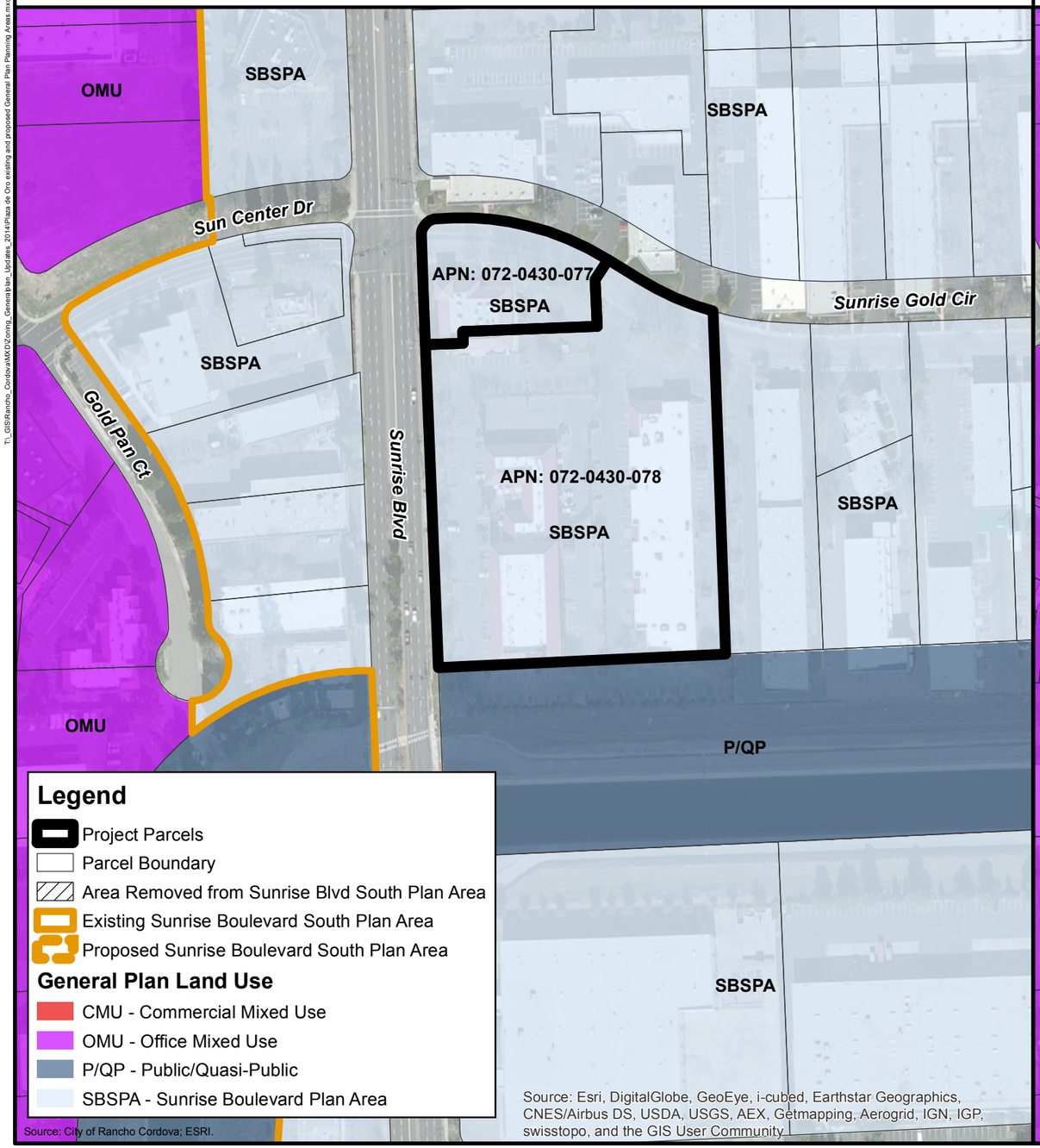


City of Rancho Cordova
Planning Department

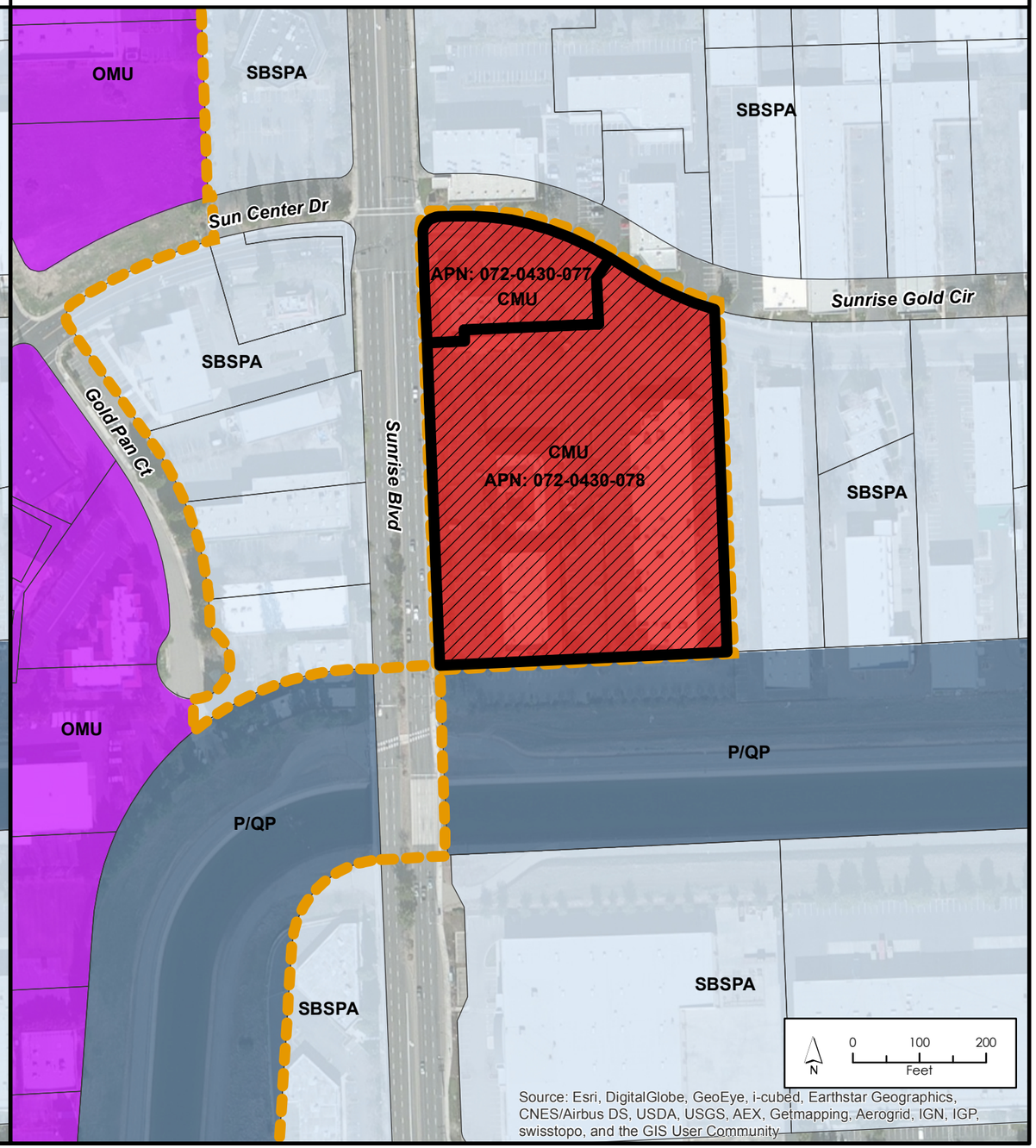
Figure #
Plaza de Oro
Existing and Proposed General Plan Land Use

T:_GIS\Rancho_Cordova\MXD\Zoning_Generalplan_Updates_2014\Plaza de Oro existing and proposed General Plan Planning Areas.mxd (10/20/2014)

Existing Sunrise Boulevard South Plan Area Boundary



Proposed Sunrise Boulevard South Plan Area Boundary



City of Rancho Cordova
Planning Department

Figure #
Plaza de Oro
Existing and Proposed Sunrise Boulevard South Plan Area Boundaries

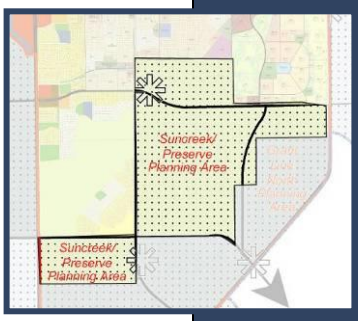
TABLE LU-2
GENERAL PLAN/ZONING CONSISTENCY

General Plan Land Use Category	Zoning Code Designation[1]
General Agriculture (GA)	AG-20, AG-80
~~Rural Agriculture (RA)~~	~~AR-10, AG-20~~
Public/Quasi Public (P/QP)	CS, T; Public/Quasi Public land uses may be allowed in all zoning districts.
Parks and Open Space (P/OS)	POS, PC~~O~~; Public parks may also be allowed in residential zoning districts
Natural Resources (NR)	POS, PC~~O~~
Rural Residential (RR)	RR~~AR-10, AR-5, AR-2~~
Estate Residential (ER)	ER~~AR-2, AR-1~~, RD-1, RD-2
Low Density Residential (LDR)	RD-3, RD-4, RD-5, RD-6
Medium Density Residential (MDR)	RD-7, RD-10, RD-15, MDR, RMH
High Density Residential (HDR)	RD-20, RD-25, RD-30, ~~RD-40~~, HDR
~~Residential Mixed-Use (RMU)[2]~~	~~RD-15, RD-20, RD-25, RD-30, RD-40~~
Commercial Mixed-Use (CMU) [2]	CMU~~LC~~, GC~~, SC, TC, AC~~
Office Mixed-Use (OMU) [2]	OPMU, OIMU~~BP, MP~~
Village Center (VC) [2]	VC~~LC, GC~~
Local Town Center (LTC) [2]	LTC~~GC, SC~~
Regional Town Center (RTC) [2]	RTC~~GC, SC,~~
~~Local Transit-Oriented Development (LTOD) [2]~~	~~GC, SC, TC~~
~~Regional Transit-Oriented Development (RTOD) [2]~~	~~GC, SC, TC~~
Light Industrial (LI)	OIMU, LIBP, M-1~~MP, M1~~
Heavy Industrial (HI)	M-2
Surface Mining (SM)	~~M2,~~ Surfacing Mining Combining Overlay Zone

Note:
1 This list includes current, base zoning districts. Generally, overlay districts are consistent with all General Plan land use categories and may be restricted to certain base zoning districts as stipulated in adopting ordinances.
~~*2 In order to fully implement this General Plan Land Use Category, the Zoning Code will need to be modified and/or new zoning districts will need to be created.*~~

II LAND USE

SUNCREEK/PRESERVE PLANNING AREA



Note: This Area is WITHIN the existing City Limits.

Conceptual Land Uses

The Suncreek/Preserve Planning Area is within the approved Sunrise Douglas Community Plan area. This Planning Area has ~~two~~ one adopted plan and one pending application~~s~~ with land plans based on the "City's building blocks" concepts. The Suncreek Specific Plan was adopted for the ~~application covers the~~ southern portion and the Preserve at Sunridge application covers the northern portion of the Planning Area. This Planning Area would contain a mix of low, medium and high density residential units in a series of approximately 12 walkable neighborhoods served by local and community parks, neighborhood and village centers, schools and other public/quasipublic uses.

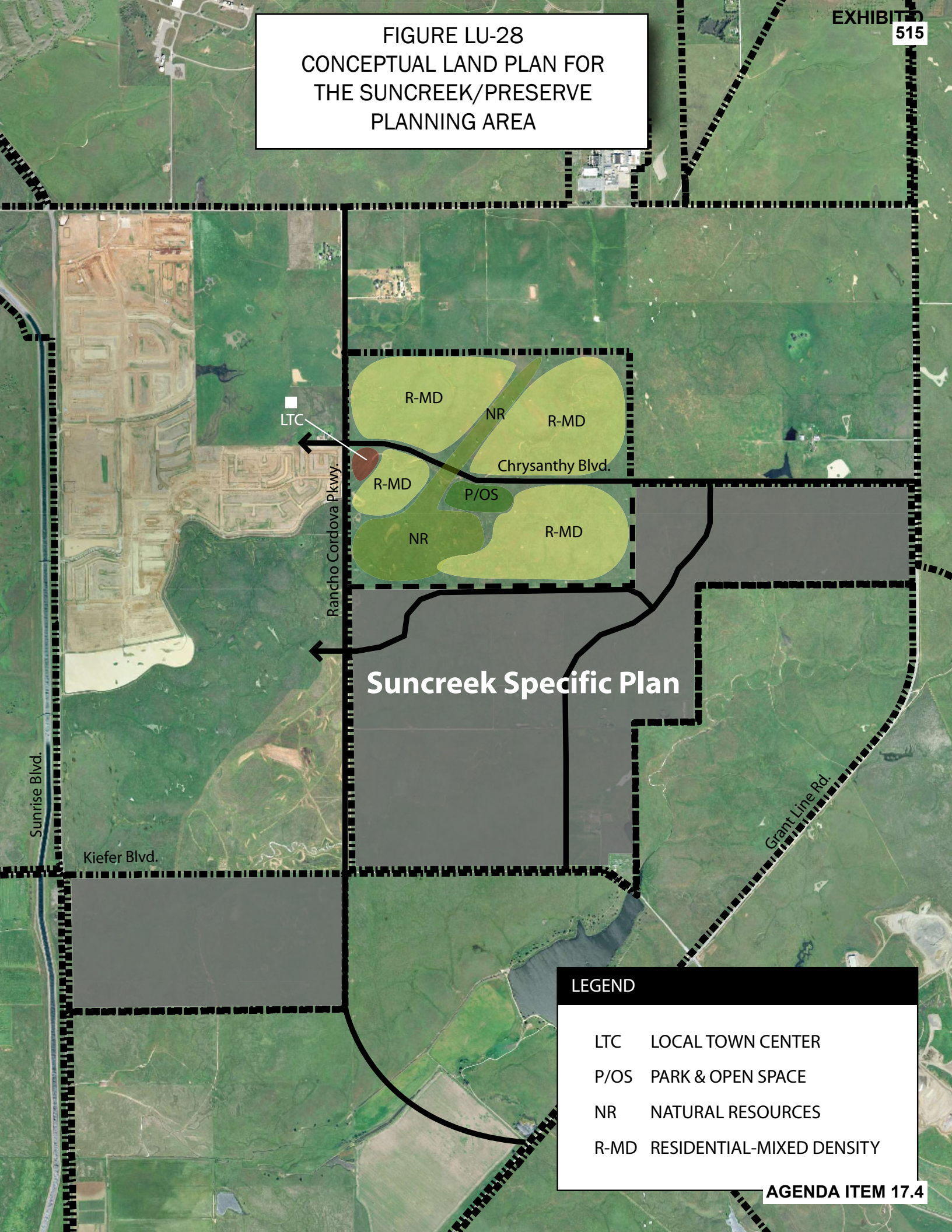
Development Stats
Acres: 1,762
Dwelling Units: 9,263
Density: 9.20
Population: 21,236
Employment: 1,331

The ~~land use plan for Suncreek/Preserve shows a~~Planning Area includes a local town center development south of the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway. The adopted and proposed plan~~s~~ also call~~s~~ for two or three commercial mixed-use developments, which are located along the major roadways of the Planning Area and facilitate use of the area's transit system. Actual location and opportunities for additional retail in the Preserve area will be determined with subsequent land planning.

The Planning Area ~~would~~ will also contain wetland preserves and creek/drainage corridors and provide connections to the City's open space and trail system, as well as a site for a combined high school and middle school campus.

EXHIBIT D
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FIGURE LU-28
CONCEPTUAL LAND PLAN FOR THE SUNCREEK/PRESERVE PLANNING AREA



LEGEND

LTC	LOCAL TOWN CENTER
P/OS	PARK & OPEN SPACE
NR	NATURAL RESOURCES
R-MD	RESIDENTIAL-MIXED DENSITY

AGENDA ITEM 17.4

EXHIBIT E

The following amended language (see underline for text that has been added and strikeout for text that has been deleted) is proposed to be made to these General Plan policy provisions in order to clarify the City's original intent of these policy provisions, to ensure consistency with planned urban development and associated land use patterns and transportation system improvement provided in the Land Use and Circulation elements of the General Plan, and consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR (see Draft EIR pages 4.10-43, 4.10-52, 4.10-56, 4.10-60 and -61 and Final EIR pages 3.0-229, -230 and -234). No other amendments to the General Plan elements, policy provisions, land use maps or transportation improvement maps are proposed that would alter the extent of residential and non-residential growth or the development footprint that was evaluated in the Rancho Cordova General Plan EIR.

General amendment for the Natural Resources Element – The goals of this element are as follows and are listed subsequently with corresponding policies and actions. The term "feasible" as used in the Natural Resources Element of the City General Plan shall be defined as follows: "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors.

Action NR.1.1.1 — Incorporate ~~large~~ habitat preserves and interconnected wildlife corridors in new development areas to allow ~~provide ample space~~ for animal movement where feasible and as necessary for viability of protected species.

Action NR.1.1.3 — As part of the consideration of development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City ~~shall~~ may require that these preserved habitats have interconnections with other habitat areas ~~in order to maintain~~ where feasible and appropriate to promote the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, ~~as recommended by~~ with the consideration of a recommendation from a qualified professional, ~~and will include consultation with the~~ after the California Department of Fish and Game and U.S. Fish and Wildlife Service are provided with an opportunity to comment.

Action NR.1.7.1 — For those areas in which special status species are found or likely to occur ~~or where the presence of species can be reasonably inferred~~, the City shall require feasible mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species ~~populations in the region to the extent~~ such that their decline would impact the viability of ~~the regional population~~ the species. Feasible mitigation shall be ~~designed~~ determined by the City ~~in coordination with~~ after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) are provided an opportunity to comment, and may ~~shall~~ emphasize a multi-species approach ~~to the maximum extent feasible~~. This may include development or participation in a habitat conservation plan.

Policy NR.1.10 — The ~~City shall avoid the~~ placement of new roadways within habitat preserves ~~to the maximum extent feasible.~~ shall be discouraged, but is not prohibited. This Policy shall not apply to roadways shown in the Circulation Element or needed to meet goals or policies of the Circulation Element.

Policy NR.1.11 — In such cases ~~where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway~~ where a new roadway crosses a habitat preserve or separates two adjacent preserves, the roadway shall

include design features, where feasible and appropriate, ~~be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that~~ to allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles, bicycles and pedestrians on the roadway.

Policy NR.2.2 — Ensure that direct and indirect effects to wetland habitats are ~~minimized~~ mitigated to the extent feasible by environmentally sensitive project siting and design or other measures~~, to the maximum extent feasible~~.

Policy NR.3.2 — In general, the City will encourage the preservation of existing location, topography, and meandering alignment of natural creeks. ~~Where necessary, and if consistent with other City policies, the creation~~ The modification, re-creation and realignment of creek corridors shall ~~be constructed to~~ recreate the character of the natural creek corridor~~.~~ to the extent feasible, appropriate and consistent with other City policies. Channelization and the use of concrete within creek corridors shall ~~not be supported~~ be discouraged, but is not prohibited.

CITY OF RANCHO CORDOVA GENERAL PLAN AMENDMENTS

Addendum to the General Plan EIR

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
November 2014

ADDENDUM TO THE GENERAL PLAN EIR
FOR THE
CITY OF RANCHO CORDOVA
GENERAL PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

Prepared by:

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NOVEMBER 2014

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This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document serves as an Addendum to the previously certified Rancho Cordova General Plan Final Environmental Impact Report (FEIR), which consists of the Draft EIR and Final EIR. The City of Rancho Cordova is the lead agency for the environmental review of the proposed Rancho Cordova General Plan Amendments (project).

1.1 BACKGROUND AND PURPOSE OF THE EIR ADDENDUM

The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. The City is initiating amendments to the Rancho Cordova General Plan and corresponding implementation documents to clarify the City's intent associated with the General Plan's overall implementation. As described in Section 2.0, Project Description, these amendments include (1) a boundary adjustment and land use amendment for the Kassis property; (2) a land use amendment for Plaza de Oro; (3) amendments for the Suncreek Specific Plan; (4) various amendments to the General Plan Land Use Consistency Table; and (5) amendments to seven Natural Resources Element policies (Action NR.1.1.1, Action NR.1.1.3, Action NR.1.7.1, Policy NR.1.10, Policy NR.1.11, Policy NR.2.2, and Policy NR.3.2). Project components 1 through 4 are administrative changes that would not result in any effects on the physical environment. However, the proposed policy changes may require further environmental review under CEQA.

In determining whether an Addendum is the appropriate document to analyze the modifications to the project and its approval, State CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

(d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

1.2 BASIS FOR DECISION TO PREPARE ADDENDUM

When a Final EIR has previously been certified for a project, Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163 set forth the criteria for determining whether a subsequent or supplemental EIR should be prepared in support of further

agency action on the project. Under these guidelines, a subsequent or supplemental EIR shall be prepared if any of the following criteria are met.

(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.

As demonstrated in Section 3.0, Environmental Analysis, the proposed changes do not meet the criteria for preparing a subsequent or supplemental EIR. An Addendum is appropriate here because, as addressed in Section 3.0, none of the conditions calling for preparation of a subsequent EIR have occurred.

1.3 ORGANIZATION AND SCOPE

SECTION 1.0 – INTRODUCTION

Section 1.0 provides an introduction and overview describing the intended use of the EIR Addendum.

SECTION 2.0 – PROJECT DESCRIPTION

This section provides a detailed description of the proposed project.

SECTION 3.0 – ENVIRONMENTAL ANALYSIS

This section contains an analysis of environmental topic areas that were addressed in the Rancho Cordova General Plan Final EIR.

This section provides a detailed description of the proposed Rancho Cordova General Plan Amendments and the purpose of this Addendum. Refer to Section 3.0, Environmental Analysis, for an analysis of the environmental effects of this project in relation to the previous analysis provided in the Rancho Cordova General Plan Final EIR (SCH #2005022137).

2.1 LOCAL AND REGIONAL SETTING

PROJECT LOCATION

The City of Rancho Cordova and its General Plan Planning Area are located in Sacramento County in the north central portion of California. Rancho Cordova encompasses 21,700 acres and is located entirely within the eastern portion of Sacramento County. The Planning Area consists of the incorporated city and a larger study area (approximately 58,190 acres). The northern boundary of the Planning Area is the American River; the eastern edge of the Planning Area is the Cosumnes River floodplain and the Urban Services Boundary for Sacramento County. The Planning Area ends at Prairie City Road, which is the western boundary of the City of Folsom's Sphere of Influence. The communities of Rosemont and Gold River were included in the Planning Area because of their close proximity to Rancho Cordova and the interaction between these communities and future land uses in the city. The Planning Area boundary extends west to Watt Avenue (to include Rosemont) and extends south of Jackson Highway by at least 1 mile to include entire parcels.

PROJECT SETTING

The Planning Area is predominantly flat with undulating topography near the Cosumnes River floodplain to the south and the American River to the north. The American River Parkway is located along the northern boundary of the Planning Area. Other waterways include Morrison Creek, Laguna Creek, Elder Creek, Buffalo Creek, Frye Creek, Rebel Hill Ditch, and the Folsom South Canal. Southern portions of the Planning Area include one of the largest complexes of vernal pools in California. Other natural features in the Planning Area include riparian habitat (primarily located along the American River), oak trees and oak woodlands, grasslands, and land areas substantially disturbed by historic gold dredging activities (specifically in the northern and eastern portions of the Planning Area).

US Highway 50 crosses east to west, passing through the northern portion of the Planning Area, while State Route 16 passes through the southern portion of the Planning Area. Sunrise Boulevard, a major thoroughfare running north and south, bisects the Planning Area. Folsom Boulevard, running northeast to southwest, is located in the Planning Area's northern portion.

The Planning Area currently includes, but is not limited to, land uses such as residential, commercial, office, industrial, and agricultural. Most of the developed area is located in the northern portion of the Planning Area, with approved and proposed urban development south of US Highway 50 and east of Sunrise Boulevard in the south central portion of the Planning Area. While the Planning Area's northern portion is developed, vast regions to the south and east are primarily undeveloped. Refer to Rancho Cordova General Plan Draft EIR Section 4.1, Land Use, for a description of land use and applicable land use plans throughout the Planning Area.

Located in the Planning Area, but outside of city limits, is the site of the Aerojet/GenCorp operations. This area has been used for rocket testing and development operations since the 1950s that resulted in soil and groundwater contamination throughout much of the area. Also

located within the Planning Area, but outside of city limits, is the former site of Mather Air Force Base. The former air base includes the still operating Mather Field Airport.

2.2 OVERVIEW OF THE RANCHO CORDOVA GENERAL PLAN AND ITS ASSOCIATED EIR

PURPOSE OF A GENERAL PLAN

California law requires each city to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers with a solid foundation for land use and development decisions. The Rancho Cordova General Plan organizes the desires of city residents with respect to the physical, social, economic, and environmental character of the city.

In accordance with California Government Code Section 65302, a general plan must address the issues of land use, circulation, housing, noise, safety, conservation, and open space. The general plan can also address topics of special and unique interest, including urban design, economic development, air quality, historic and cultural resources, infrastructure, services, and finance. These topics are optional but often reflect issues that are important to the community. California Government Code Section 65300.5 specifically requires that the elements and associated policy provisions are internally consistent and that no one element or provision of a general plan carries greater weight than another.

According to state law, the Rancho Cordova General Plan is the primary document the City uses to regulate land use. Consequently, the Zoning Ordinance, specific plans, and individual public and private development proposals must be consistent with General Plan goals, policies, and action items. This General Plan is the policy guide for the development (both public and private) of Rancho Cordova. It is the basis for all land use decisions, including subdivisions, capital improvements, development agreements, and many other actions that must be consistent with this plan. The General Plan identifies the City's land use, circulation, environmental, economic, and social goals and policies. It provides a basis for local government decision-making. Additionally, it informs citizens, developers, and decision-makers, as well as other jurisdictions and public agencies, of the ground rules that guide development in the city.

BACKGROUND OF THE RANCHO CORDOVA GENERAL PLAN AND EIR

The City of Rancho Cordova began preparing its General Plan in May 2004. The General Plan included technical reports on the land use, demographics, economic conditions, and natural resource conditions of the Planning Area. The City developed General Plan visioning and policy provisions through several public workshops and meetings held before the General Plan Advisory Committee, Planning Commission, and City Council. The General Plan was adopted June 26, 2006, and includes the State-required elements (Land Use, Housing, Circulation, Conservation, Open Space, Safety, and Noise) as well as five additional elements. This process included the adoption of the General Plan Land Use Map (see General Plan Land Use Element pages 15 and 16) and the associated 16 Planning Area conceptual land plans (see General Plan Land Use Element pages 49 through 94) that set the City's land use vision, as well as the Roadway System and Sizing Map (see General Plan Circulation Element page 11) for roadway improvements, the Bikeways and Trails Plan (see General Plan Circulation Element page 15), and the Transit System Map (see General Plan Circulation Element page 19).

The environmental effects of the adoption and implementation of the General Plan were disclosed and analyzed in the Rancho Cordova General Plan Draft and Final EIR (SCH #2005022137). The Draft EIR identified General Plan policies and action items that minimized, reduced or avoided environmental impacts, as well as recommended mitigation measures in the form of additional policies and action items for significant impacts (see Draft EIR pages 2.0-7 through -52). Some General Plan policies, action items, and mitigation measures were refined as a result of input during public review as identified in the Final EIR (see Final EIR pages 2.0-8 through -57). However, several significant environmental effects were identified as significant and unavoidable in the areas of land use, agriculture, population/housing/employment, traffic, air quality, noise, aggregate resources, water supply, biological resources, cultural resources, wastewater, and visual resources. The Rancho Cordova City Council adopted a Statement of Overriding Considerations with the adoption of the General Plan which identified specific benefits that outweighed these significant impacts, including the following (see City of Rancho Cordova Resolution No. 116-2006):

- Provision of needed residential dwelling units to meet regional housing needs and provide diverse housing opportunities.

- Comprehensive land use and transportation planning that maintains a compact urban form inside the Planning Area and implements Smart Growth principles.

- Economic benefits through retention of existing businesses and jobs as well as attracting new jobs and businesses.

- Accommodate regional growth through a concentrated development pattern that balances employment, residential, retail, and recreational uses, linked to transportation system improvements. Benefits include reduction in vehicle miles traveled in the region.

- Provision of significant park acreage as well as establishing open space for mitigation for natural resources impacts.

2.3 PROPOSED AMENDMENTS TO THE GENERAL PLAN

Since adoption, the City has conducted a series of reviews of the General Plan as part of the plan's implementation (required under California Government Code Section 65400) as well as to ensure internal consistency of the elements, policy provisions, and corresponding implementation documents. The City has identified the following five project components necessary to achieve consistency:

1. Boundary Adjustment and Land Use Amendment for Kassis Property. This component of the project would include a minor amendment to the boundary and land use designations associated with a parcel map for the Kassis property. The project is required to match parcel lines to delineate a residential portion of the 42-acre Kassis property along Folsom Boulevard within the Folsom Boulevard Specific Plan (FBSP). The project involves amendment of the land use designation from Folsom Boulevard Planning Area (FBPA) to Low Density Residential (LDR), boundary adjustment in the FBSP exhibits, and rezoning from Folsom Boulevard-Residential Mixed Use (FB-RMU) to Residential, 3 dwelling units per acre (RD-3). In December 2013, the City Council approved an amendment to the FBSP assuming the carve-out of this parcel and removal from the plan area before the parcel line was established.

2. Land Use Amendment for Plaza de Oro. This project component would amend the land use designation of the Plaza de Oro mixed-use development on the northeast corner of Sunrise Boulevard and Sunrise Gold Circle from Light Industrial (LI) in the Sunrise Boulevard South Planning Area (SBSPA) to Commercial Mixed Use (CMU) and remove it from the SBSPA. The property would also require rezoning from Light Industrial (LI) to Commercial Mixed Use (CMU). This modification is intended to more accurately reflect the land uses that exist on the property.

3. Amendments for the Suncreek Specific Plan. This project component would amend the General Plan exhibits and text to recognize the adopted Suncreek Specific Plan. This project would also include several corrections and clarifications to maps and text in the SSP. Amendments to the SSP are intended to ensure internal consistency, simplify and correct land use nomenclature, clarify the relationship and reference to zoning districts, and address implementation issues related to allowed use, development capacity, and density transfer.

4. Amendment to General Plan Land Use Consistency Table. This project component would update Table LU-2, General Plan/Zoning Consistency in the General Plan to reflect the changes adopted with the Zoning Ordinance update.

5. Natural Resources Element Policy Amendment. The City has identified the following Natural Resource Element policies and action items that could be interpreted in such a manner that would be counter to anticipated and planned urban development and transportation system improvements identified in the General Plan Land Use Map (see General Plan Land Use Element pages 15 and 16) and the associated 16 Planning Area conceptual land plans (see General Plan Land Use Element pages 49 through 94) that set the City's land use vision, as well as the Roadway System and Sizing Map (see General Plan Circulation Element page 11), the Bikeways and Trails Plan (see General Plan Circulation Element page 15), and the Transit System Map (see General Plan Circulation Element page 19). An example of occurred in a court decision (*California Native Plant Society v. City of Rancho Cordova, et al.*) associated with the interpretation of General Plan Natural Resource Element Actions NR.1.1.3 and NR.1.7.1.

   Action NR.1.1.1 – Incorporate large habitat preserves and interconnected wildlife corridors in new development areas to provide ample space for animal movement.

   Action NR.1.1.3 – As part of the consideration of development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City shall require that these preserved habitats have interconnections with other habitat areas in order to maintain the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, as recommended by a qualified professional, and will include consultation with the California Department of Fish and Game and U.S. Fish and Wildlife Service.

   Action NR.1.7.1 – For those areas in which special-status species are found or likely to occur or where the presence of species can be reasonably inferred, the City shall require mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species populations in the region to the extent that their decline would impact the viability of the regional population.

Mitigation shall be designed by the City in coordination with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), and shall emphasize a multi-species approach to the maximum extent feasible. This may include development or participation in a habitat conservation plan.

Policy NR.1.10 – The City shall avoid the placement of new roadways within habitat preserves to the maximum extent feasible.

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Policy NR.2.2 – Ensure that direct and indirect effects to wetland habitats are minimized by environmentally sensitive project siting and design, to the maximum extent feasible.

Policy NR.3.2 – In general, the City will encourage the preservation of existing location, topography, and meandering alignment of creeks. Where necessary, and if consistent with other City policies, the creation and realignment of creek corridors shall be constructed to recreate the character of the natural creek corridor. Channelization and the use of concrete within creek corridors shall not be supported.

The following amended language (see underline for text that has been added and strikeout for text that has been deleted) is proposed to these General Plan policy provisions to clarify the City's original intent, to ensure consistency with planned urban development and associated land use patterns and transportation system improvements provided in the General Plan Land Use and Circulation elements, and to ensure consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR (see Draft EIR pages 4.10-43, 4.10-52, 4.10-56, 4.10-60 and -61, and Final EIR pages 3.0-229, -230, and -234). No other amendments to the General Plan elements, policy provisions, land use maps, or transportation improvement maps are proposed that would alter the extent of residential and nonresidential growth or the development footprint that was evaluated in the Rancho Cordova General Plan EIR.

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Action NR.1.7.1 — For those areas in which special-status species are found or likely to occur ~~or where the presence of species can be reasonably inferred~~, the City shall require feasible mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species ~~populations in the region to the extent~~ such that their decline would impact the viability of ~~the regional population~~ the species. Feasible mitigation shall be ~~designed~~ determined by the City ~~in coordination with~~ after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and ~~Game~~Wildlife (CDF~~G~~W) are provided an opportunity to comment and may ~~shall~~ emphasize a multi-species approach ~~to the maximum extent feasible~~. This may include development or participation in a habitat conservation plan.

Policy NR.1.10 — The ~~City shall avoid the~~ placement of new roadways within habitat preserves ~~to the maximum extent feasible.~~ shall be discouraged, but is not prohibited. This policy shall not apply to roadways shown in the Circulation Element or needed to meet goals or policies of the Circulation Element.

Policy NR.1.11 — In such cases ~~where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway~~ where a new roadway crosses a habitat preserve or separates two adjacent preserves, the roadway shall include design features, where feasible and appropriate, ~~be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that~~ to allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles, bicycles, and pedestrians on the roadway.

Policy NR.2.2 — Ensure that direct and indirect effects to wetland habitats are ~~minimized~~ mitigated to the extent feasible by environmentally sensitive project siting and design or other measures~~, to the maximum extent feasible~~.

Policy NR.3.2 — In general, the City will encourage the preservation of existing location, topography, and meandering alignment of natural creeks. ~~Where necessary, and if consistent with other City policies, the creation~~ The modification, re-creation, and realignment of creek corridors shall ~~be constructed to~~ re-create the character of the natural creek corridor~~.~~ to the extent feasible, appropriate and consistent with other City policies. Channelization and the use of concrete within creek corridors shall ~~not be supported~~ be discouraged, but is not prohibited.

2.4 PURPOSE OF ADDENDUM

This Addendum addresses these proposed amendments to the Rancho Cordova General Plan in relation to the previous environmental review under the Rancho Cordova General Plan EIR. State CEQA Guidelines Section 15164 defines an Addendum as:

> *The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred …..A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

The analysis provided in this Addendum (see Section 3.0) provides substantial evidence to support that none of the following circumstances set forth in CEQA Guidelines Section 15162 would result from adoption of the proposed Rancho Cordova General Plan Amendments:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Information and technical analyses from the Rancho Cordova General Plan EIR are used throughout this Addendum. Relevant passages from this document (consisting of the Draft EIR and Final EIR) are cited and available for review at:

City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

INTRODUCTION

This section provides analysis and cites substantial evidence to support the City's determination that the proposed amendments to the Rancho Cordova General Plan do not meet the criteria for preparing a subsequent or supplemental EIR under State CEQA Guidelines Section 15162.

The proposed amendments related to the Kassis property, Plaza de Oro, the Suncreek Specific Plan, and the General Plan Land Use Consistency Table are minor administrative changes initiated by the City to achieve consistency among the General Plan and the corresponding implementation documents. Specifically:

- The Kassis property amendment would involve a boundary adjustment and land use amendment to make the General Plan consistent with a Folsom Boulevard Specific Plan amendment approved by the City Council in December 2013. The physical effects related to that action were considered at that time.

- The land use amendment for Plaza de Oro would only reflect the existing land use on the site and would not result in any physical environmental changes.

- Amendments for the Suncreek Specific Plan would amend the General Plan exhibits and text to recognize the adopted Suncreek Specific Plan, which was analyzed in the Suncreek Specific Plan Project EIR/EIS (SCH #2006072067), certified in December 2013.

- The Amendment to General Plan Land Use Consistency Table provides updates to Table LU-2, General Plan/Zoning Consistency, to reflect the changes adopted with the Zoning Ordinance update.

These changes would not result in any new or increased significant effects on the environment and would not require any revisions to the General Plan Final EIR. Therefore, these project components are not addressed further in this Addendum.

The following subsections address the proposed changes to the Natural Resources Element and analyze their potential to impact environmental resources.

3.1 GENERAL AMENDMENT FOR NATURAL RESOURCES ELEMENT

Proposed Change: <u>General amendment for the Natural Resources Element – The term "feasible" as used in the Natural Resources Element of the City General Plan shall be defined as follows: "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors</u>.

This proposed change simply defines the term "feasible" for purposes of imposing mitigation measures on future projects. Adding this definition to the Natural Resources Element would not create substantial changes that would cause significant environmental impacts or increase the severity of previously identified environmental impacts in the General Plan Final EIR. This language change does not change the circumstances of future projects that would cause substantial environmental impacts or increase the severity of previously identified environmental impacts. Therefore, this amendment would not require the preparation of a subsequent or supplemental EIR.

3.2 PROPOSED AMENDMENT TO ACTION NR.1.1.1

> **Action NR.1.1.1** – Incorporate ~~large~~ habitat preserves and interconnected wildlife corridors in new development areas to allow ~~provide ample space for~~ animal movement where feasible and as necessary for viability of protected species.

The proposed amendment to Action NR.1.1.1 clarify its original intent as it relates to the planned land use patterns and roadway improvements and take into account the City's and the Planning Area's existing conditions. The amendment is not a substantial change to the existing action.

Specifically, the changes to Action NR.1.1.1 would clarify that wildlife movement and preserves would be provided whenever feasible in relation to the General Plan land use pattern and planned transportation improvements. Since the South Sacramento Habitat Conservation Plan (SSHCP) has not been adopted, the amendment would not result in new significant impacts associated with the SSHCP, nor would the changes result in a substantial increase in the severity of Impact 4.1.4. As identified on Draft EIR page 4.1-57, the General Plan and the proposed SSHCP would be generally consistent in regard to the preservation of open space areas and policy provisions. Given that the intent of this provision would not be substantially modified, this impact would remain less than significant.

The use of the term "feasible" is intended to correlate implementation of this action item to implementation of other aspects of the General Plan associated with the planned land use patterns and roadway improvements, as well as using the definition of feasible from CEQA (see State CEQA Guidelines Section 15364). As documented in several sections of the Draft EIR, the city and the Planning Area are currently bisected by development and roadways that restrict wildlife movement (see Draft EIR Figures 4.1-1, 4.5-1, and 4.10-1). General Plan implementation was identified to result in significant and unavoidable impacts to wildlife movement even with the implementation of mitigation measures and conceptual design of the 16 individual Planning Areas to provide connectivity (see General Plan Land Use Element pages 49 through 94). The Draft EIR concluded that further mitigation measures (e.g., modification of the General Plan–designated land use patterns and transportation improvements in the Circulation Element to avoid wildlife movement impacts) were not feasible without prohibiting development of most of the undeveloped land in the city (see Draft EIR page 4.10-61). This conclusion of feasibility was also supported by the findings made for the rejection of General Plan Final EIR Alternative 3 (Natural Resources Conservation Alternative) regarding the impact of viability of the land use pattern with increased preserve areas and connections.

Additionally, the term "viability" is more consistent with federal and state law that focuses on overall population viability. The City did not intend to create a policy that could be interpreted to require greater protection of special-status species than required under state or federal law. See additional analysis under Action NR.1.7.1.

Thus, the changes to Action NR.1.1.1 would provide clarification that wildlife movement and preserves would be provided whenever feasible in relation to the General Plan land use pattern and planned transportation improvements and necessary for viability of protected species. The amendment would not result in new significant impacts associated with endangered, threatened, and other listed species or their habitat that were not already addressed in the General Plan Final EIR. While implementation of this amended action item may result in some site-specific circumstances for subsequent projects under the General Plan where provision of habitat preserves and interconnections is determined not to be feasible (e.g., connectivity is not feasible given the existence of development and roadways), the City considered feasibility a component

of the original action as part of the General Plan environmental review. Therefore, the amendment would not result in a substantial increase in the severity of the conclusion of Impact 4.10.1. As identified on Draft EIR page 4.10-43 and Final EIR page 3.0-230, implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of species and their habitats even with the adoption of mitigation measures and would result in a significant and unavoidable impact.

Therefore, the proposed amendment to Action NR1.1.1 would not require preparation of a subsequent or supplemental EIR.

3.3 PROPOSED AMENDMENT TO ACTION NR.1.1.3

> **Action NR.1.1.3** – As part of the consideration of development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City ~~shall~~ may require that these preserved habitats have interconnections with other habitat areas ~~in order to maintain~~ where feasible and appropriate to promote the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, ~~as recommended by~~ with the consideration of a recommendation from a qualified professional, ~~and will include consultation with the~~ after the California Department of Fish and ~~Game~~Wildlife and U.S. Fish and Wildlife Service are provided with an opportunity to comment.

The proposed amendment to Action NR.1.1.3 would clarify the City's intent for the action as well as the expected process of obtaining comments from the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS), and would ensure that the creation of interconnections of on-site preserves is encouraged but also would consider that these interconnections may not always be feasible (e.g., connectivity is not feasible given the existence of development and roadways). The proposed amendment is not a substantial change to the existing action. The City considered feasibility a component of the original action as part of the General Plan environmental review. The city and the Planning Area are currently bisected by development and roadways that restrict wildlife movement (see Draft EIR Figures 4.1-1, 4.5-1, and 4.10-1). General Plan implementation was determined to result in significant and unavoidable impacts on wildlife movement even with the implementation of mitigation measures and conceptual design of the 16 individual Planning Areas to provide connectivity (see General Plan Land Use Element pages 49 through 94). The Draft EIR concluded that further mitigation measures (e.g., modification of the General Plan–designated land use patterns and transportation improvements in the Circulation Element to avoid wildlife movement impacts) were not feasible without prohibiting development of most of the undeveloped land in the city (see Draft EIR page 4.10-61). It is also important to note that because this impact is concerned with species regulated by the USFWS and CDFW through the federal Endangered Species Act (ESA) and the California Endangered Species Act (CESA), respectively, the ultimate configuration of on-site preserves and interconnections would be evaluated and permitted through the agencies' respective permitting processes as applicable.

Thus, the changes to Action NR.1.1.3 would clarify that interconnections with preserved habitats would be provided where feasible in relation to the General Plan land use pattern and planned transportation improvements and appropriate to promote viability of habitat supporting special-status species. The amendment would not result in new significant impacts associated with endangered, threatened, and other listed species that were not already addressed in the

General Plan Final EIR. While implementation of this amended action item may result in some site-specific circumstances for subsequent projects under the General Plan where provision of interconnections is determined not to be feasible or appropriate, this would not result in a substantial increase in the severity of the conclusion of Impact 4.10.1. As identified on Draft EIR page 4.10-43 and Final EIR page 3.0-230, implementation of the General Plan Land Use Map and transportation improvements would result in overall loss of species and their habitats even with the adoption of mitigation measures and result in a significant and unavoidable impact.

Therefore, the proposed amendment to Action NR.1.1.3 would not require preparation of a subsequent or supplemental EIR.

3.4 PROPOSED AMENDMENT TO ACTION NR.1.7.1

> **Action NR.1.7.1** – For those areas in which special-status species are found or likely to occur ~~or where the presence of species can be reasonably inferred~~, the City shall require feasible mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species ~~populations in the region to the extent~~ such that their decline would impact the viability of ~~the regional population~~ the species. Feasible mitigation shall be ~~designed~~ determined by the City ~~in coordination with~~ after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and ~~Game~~Wildlife (CDF~~G~~W) are provided an opportunity to comment and may ~~shall~~ emphasize a multi-species approach ~~to the maximum extent feasible~~. This may include development or participation in a habitat conservation plan.

The proposed amendment to Action NR.1.7.1 would spell out the City's intent as well as the expected process of obtaining comments from the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service and would make appropriate changes to the performance standard provisions of the action item. The amendment is not a substantial change to the existing action. Specifically, these performance standard changes would explain the following:

1. That *feasible* mitigation is provided to address impacts on special-status species. The use of the term "feasible" is intended to correlate implementation of this action item to implementation of other aspects of the General Plan associated with the planned land use patterns and roadway improvements, as well as using the definition of feasible from CEQA (see CEQA Guidelines Section 15364).

2. That the mitigated project under the General Plan would not contribute to the decline to the viability of the species.

The amended language is more consistent with federal and state law that focuses on overall population viability. The City did not intend to create a policy that could be interpreted to require greater protection of special-status species than required under state or federal law. The amendment is consistent with CEQA Guidelines Section 15065, which provides guidance as it applies to rare, threatened, or endangered species as follows:

> *Substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare or threatened species.*

Impact 4.10.1 primarily addresses species regulated by the USFWS and the CDFW through the federal ESA and CESA, respectively. As such, the ultimate form of mitigation for impacts to listed species would be evaluated and permitted through the agencies' respective permitting processes.

Thus, the changes to Action NR.1.7.1 would clarify the City's intent and refinement of its performance standards that impacts on special-status species would be addressed with feasible mitigation that ensures the viability of the overall species. Because future projects would be required to comply with state and federal regulations with respect to special-status species, which are intended to prevent substantial loss of populations or their habitat, this amendment to the action item would not result in new significant impacts associated with endangered, threatened, and other listed species that were not already addressed in the General Plan Final EIR. As identified on Draft EIR page 4.10-43 and Final EIR page 3.0-230, implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of species and their habitats even with the adoption of mitigation measures and would result in a significant and unavoidable impact.

Therefore, the proposed amendment to Action NR.1.7.1 would not require preparation of a subsequent or supplemental EIR.

3.5 PROPOSED AMENDMENT TO POLICY NR.1.10

> **Policy NR.1.10** – The ~~City shall avoid the~~ placement of new roadways within habitat preserves ~~to the maximum extent feasible.~~ shall be discouraged, but is not prohibited. This policy shall not apply to roadways shown in the Circulation Element or needed to meet goals or policies of the Circulation Element.

Policy NR.1.10, as amended, would clarify that the City's intention was to discourage roadway crossings of preserves, which would not include General Plan–designated roadway improvements as set forth in the Roadway System and Sizing Map (see General Plan Circulation Element page 11) or needed to meet the goals or policies of the Circulation Element. As documented in the traffic analysis contained in Draft EIR Section 4.5, Transportation and Circulation, General Plan roadway improvements (including key improvements associated with development of Rancho Cordova Parkway and Americanos Boulevard that would cross planned preserves) are integral to the City meeting its policy provisions regarding traffic level of service (see Draft EIR pages 4.5-28 through -31 and General Plan Circulation Element Policies C.1.2 and C.1.3 and Action Item C.12.2). It was neither the intent of the City through this policy language nor the premise of the conclusions of the FEIR analyses that all roadways would avoid preserves. Avoidance was assumed to occur only where feasible; thus, the impact was determined to be significant and unavoidable.

Specifically, the changes to Policy NR.1.10 would provide important clarifications regarding the City's intent to discourage roadway crossings through preserves. This amendment is not a substantial change to the existing policy. The amendment would not result in new significant impacts associated with wildlife movement that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in severity of the conclusion of Impact 4.10.5. The Draft EIR concluded that further mitigation (e.g., modification of the General Plan–designated land use patterns and transportation improvements in the Circulation Element to avoid wildlife movement impacts) was not feasible without prohibiting development of the majority of undeveloped lands in the city (see Draft EIR page 4.10-61). Implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of

species and their habitats even with the adoption of mitigation measures and would result in a significant and unavoidable impact.

Therefore, the proposed amendment to Policy NR.1.10 would not require preparation of a subsequent or supplemental EIR.

3.6 PROPOSED AMENDMENT TO POLICY NR.1.11

> **Policy NR.1.11** – In such cases ~~where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway~~ where a new roadway crosses a habitat preserve or separates two adjacent preserves, the roadway shall include design features, where feasible and appropriate, ~~be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that~~ to allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles, bicycles, and pedestrians on the roadway.

Policy NR.1.11, as amended, would clarify the City's intent that specific design features of roadways passing through preserves would only be required where appropriate (benefit the species and/or required to benefit a species based on site-specific conditions) and feasible. The use of the term "feasible" is intended to use the definition of feasible from CEQA (see State CEQA Guidelines Section 15364) in site-specific circumstances where such improvements for wildlife movement are not appropriate (e.g., vehicle safety or cost).

The performance standard provisions of this policy (City's intent and preference for the inclusion of wildlife movement in the design of roadway crossings of preserves) would be retained by this amendment. The amendment would not be a substantial change to the existing policy. This amendment to the policy would not result in new significant impacts associated with wildlife movement that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in severity of the conclusion of Impact 4.10.5. The Draft EIR concluded that further mitigation (e.g., modification of the General Plan–designated land use patterns and transportation improvements in the Circulation Element to avoid wildlife movement impacts) was not feasible without prohibiting development of most of the undeveloped land in the city (see Draft EIR page 4.10-61). Implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of species and their habitats even with the adoption of mitigation measures and would result in a significant and unavoidable impact.

Therefore, the proposed amendment to Policy NR.1.11 would not require preparation of a subsequent or supplemental EIR.

3.7 PROPOSED AMENDMENT TO POLICY NR.2.2

> **Policy NR.2.2** – Ensure that direct and indirect effects to wetland habitats are ~~minimized~~ mitigated to the extent feasible by environmentally sensitive project siting and design or other measures~~, to the maximum extent feasible~~.

The proposed amendment to Policy NR.2.2 would clarify the City's intent that impact minimization through measures in addition to project design is a form of mitigation. The performance standard provisions of this policy (mitigation/minimization of impacts to wetland habitats) would be retained by this amendment. The amendment would not be a substantial change to the existing policy that would require major revisions to the General Plan EIR. It

would not result in new significant impacts associated with endangered, threatened, and other listed species and their habitat that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in the severity of the conclusion of Impact 4.10.1. As identified on Draft EIR page 4.10-43 and Final EIR page 3.0-230, implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of species and their habitats even with the adoption of mitigation measures and result in a significant and unavoidable impact.

Additionally, the proposed amendment to Policy NR.2.2 would not result in new significant impacts associated with visual character that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in the severity of the conclusion of Impacts 4.13.3 and 4.13.5 that would trigger a significant impact. As identified on Draft EIR pages 4.13-13 and -18, implementation of the General Plan would result in significant changes in the visual character of the city and the General Plan Planning Area even with implementation of identified policies, action items, and mitigation measures under project and cumulative conditions. Given that the intent of this provision would not be substantially modified, it would not result in a substantial increase in the severity of this impact.

Therefore, the proposed amendment to Policy NR.2.2 would not require preparation of a subsequent or supplemental EIR.

3.8 PROPOSED AMENDMENT TO POLICY NR.3.2

> **Policy NR.3.2** – In general, the City will encourage the preservation of existing location, topography, and meandering alignment of natural creeks. ~~Where necessary, and if consistent with other City policies, the creation~~ The modification, re-creation, and realignment of creek corridors shall ~~be constructed to~~ re-create the character of the natural creek corridor~~.~~ to the extent feasible, appropriate, and consistent with other City policies. Channelization and the use of concrete within creek corridors shall ~~not be supported~~ be discouraged, but is not prohibited.

Neither the existing text of Policy NR.3.2 nor the proposed amended text is prescriptive. The proposed amendment to Policy NR.3.2 would clarify the circumstances under which the City would consider modification and realignment of a natural creek. Channelization and use of concrete would be discouraged but not prohibited (current policy language simply notes that it "shall not be supported," which does not clearly identify that there is no prohibition to such an action). The amendment also includes the term "feasible" in regard to the ability to re-create the character of a natural creek. The use of the term "feasible" is intended to correlate implementation of this policy to implementation of other policy aspects of the General Plan (e.g., Safety Element Policy S.2.4 and Action Items S.2.4.1, S.2.4.2, and S.2.4.3), as well as using the CEQA definition of feasible (see State CEQA Guidelines Section 15364).

The performance standard provisions of this policy (City's intent and preference for the preservation of natural creeks) would be retained by this amendment. The proposed amendment would not be a substantial change to the existing action. This amendment would not result in new significant impacts associated with endangered, threatened, and other listed species and their habitat that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in the severity of the conclusion of Impact 4.10.1. As identified on Draft EIR page 4.10-43 and Final EIR page 3.0-230, implementation of the General Plan Land Use Map and transportation improvements would result in an overall loss of species

and their habitats even with the adoption of mitigation measures and result in a significant and unavoidable impact.

In addition, the proposed amendment to Policy NR.3.2 would not result in new significant impacts associated with water quality under project and cumulative conditions already addressed in the General Plan Final EIR, nor would they result in a substantial increase in the severity of the conclusion of Impacts 4.9.1 and 4.9.5 that would trigger a significant impact. As identified on Draft EIR pages 4.9-39 and -60, implementation of the General Plan policy provisions and continued implementation of the City's National Pollutant Discharge Elimination System (NPDES) permit addressing stormwater quality would mitigate these impacts to less than significant under project and cumulative conditions. Given that the intent of this policy would not be substantially modified, the impact would remain less than significant.

The proposed amendment would not result in new significant impacts associated with visual character that were not already addressed in the General Plan Final EIR, nor would it result in a substantial increase in the severity of the conclusion of Impacts 4.13.3 and 4.13.5 that would trigger a significant impact. As identified on Draft EIR pages 4.13-13 and -18, implementation of the General Plan would result in significant changes in the visual character of the city and the General Plan Planning Area even with implementation of identified policies, action items, and mitigation measures under project and cumulative conditions. Given that the intent of this provision would not be substantially modified, it would not result in a substantial increase in the severity of this impact.

Therefore, the proposed amendment to Policy NR.3.2 would not require preparation of a subsequent or supplemental EIR.

3.9 GENERAL ENVIRONMENTAL RESOURCES ANALYSES

Agriculture

The proposed amendments would not affect agricultural impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant agricultural resource impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standards for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and agricultural resource impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.2-17 through -26). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Population and Housing

The proposed amendments would not affect population and housing impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or increase in the severity of significant population/housing/employment impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and population/housing/employment impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.3-10 through -20). Thus, these circumstances and

information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Hazards and Human Health

The proposed amendments would not affect hazards and human health impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant hazard impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and hazard impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.4-22 through -32). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Transportation and Circulation

The proposed amendments would not affect transportation and circulation impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant transportation impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and transportation impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.5-22 through -76). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Air Quality

The proposed amendments would not affect air quality impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant air quality impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and air quality impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.6-14 through -38). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Noise

The proposed amendments would not affect noise impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant noise impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and noise impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.7-18 through -41). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Geology and Soils

The proposed amendments would not affect geology and soils impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant geologic impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and geologic impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.8-18 through -30). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Hydrology and Water Quality

Impacts 4.9.1 and 4.9.5 made reference to adopted General Plan Action Policy NR.3.2. As discussed under Proposed Amendment to Policy NR.3.2, the proposed amendment would not change the conclusions associated with water quality under project and cumulative conditions already addressed in the General Plan Final EIR, nor would it result in a substantial increase in the severity of the conclusion of Impacts 4.9.1 and 4.9.5 that would trigger a significant impact. In addition, the proposed amendment would not affect hydrology and water quality impacts because it would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant hydrology and water quality impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and hydrology and water quality impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.9-34 through -66). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Cultural and Paleontological Resources

The proposed amendments would not affect cultural and paleontological resource impacts because they would not change land use designations or the extent of anticipated urban development or ground disturbance. Thus, no new or more severe significant cultural and paleontological resource impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and cultural and paleontological resource impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.11-8 through -19). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Public Services and Utilities

The proposed amendments would not affect public services and utility impacts because they would not change land use designations or the extent of anticipated urban development. Thus, no new or more severe significant public service and utility impacts would occur beyond what was addressed in the General Plan Final EIR. There are no changed circumstances or new information meeting the standard for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and public service and utility impacts of

urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.12-5 through -105). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

Visual Resources/Light and Glare

Impacts 4.13.3 and 4.13.5 made reference to adopted General Plan Action Policies NR.2.2 and NR.3.2. As discussed under Proposed Amendment to Policy NR.2.2 and Proposed Amendment to Policy NR.3.2, the proposed amendments would not result in new significant impacts associated with visual character that were not already addressed in the General Plan Final EIR, nor would they result in a substantial increase in the severity of the conclusion of Impacts 4.13.3 and 4.13.5 that would trigger a significant impact. There are no changed circumstances or new information meeting the standards for requiring further environmental review under CEQA Guidelines Section 15162. The environmental effects and visual resource/light and glare impacts of urban development were evaluated in the General Plan Final EIR (see Draft EIR pages 4.13-5 through -18). Thus, these circumstances and information would not result in new or more severe impacts beyond what was addressed in the General Plan Final EIR.

CONCLUSION

As addressed in the analysis above, the proposed amendments to the Natural Resources Element do not represent substantial changes that would result in physical environmental effects. They would not result in a new significant impact or substantially increase the severity of a previously identified significant impact from the General Plan Final EIR (State CEQA Guidelines Section 15162[a][1]) that would require major revisions to the General Plan Final EIR. All impacts would be equivalent to those previously analyzed in the General Plan Final EIR. The General Plan Final EIR identified impacts on biological resources as significant and unavoidable.

The proposed modifications to the General Plan are programmatic in nature and are not changes in physical circumstances that would cause a new significant impact or substantially increase the severity of a previously identified significant impact, and no other changes in the circumstances meet this criterion (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the Rancho Cordova Planning Area not contemplated and analyzed in the General Plan EIR that would result in new or substantially more severe environmental impacts.

As documented in this section, there is no new information of substantial importance (which was not known or could not have been known at the time of the General Plan adoption in June 2006) that identifies a new significant impact (condition “A” under State CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition “B” State CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects of the General Plan; or mitigation measures or alternatives which are considerably different from those analyzed in the General Plan EIR which would substantially reduce one or more significant effects on the environment (conditions “C” and “D” State CEQA Guidelines Section 15162[a][3]). Refer to City Resolution No. 116-2006 regarding findings on the feasibility of alternatives evaluated in the Draft EIR. None of the “new information” conditions listed in CEQA Guidelines Section 15162(a)(3) are present to trigger the need for a subsequent or supplemental EIR.

CEQA Guidelines Section 15164 states, "The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." An addendum is appropriate because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

REFERENCES

City of Rancho Cordova. 2006a. *City of Rancho Cordova General Plan*.

———. 2006b. *City of Rancho Cordova General Plan Draft EIR (SCH #2005122037).*

———. 2006c. *City of Rancho Cordova General Plan Final EIR (SCH #2005122037).*

Sacramento County. 2007. *Sacramento County Draft General Plan Update.*

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 29-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING AMENDMENTS TO THE FOLSOM BOULEVARD SPECIFIC PLAN TO REMOVE A PORTION OF THE KASSIS PROPERTY, AND

AMENDING THE ZONING MAP TO CHANGE A PORTION OF THE KASSIS PROPERTY FROM FOLSOM BOULEVARD-RESIDENTIAL MIXED USE ("FB-RMU") TO RESIDENTIAL, 3 DWELLING UNITS PER ACRE ("RD-3"), AND

AMENDING THE ZONING MAP TO CHANGE THE PLAZA DE ORO SITE FROM LIGHT INDUSTRIAL ("LI") TO COMMERCIAL MIXED USE ("CMU")

WHEREAS, on June 26, 2006, the City Council of the City of Rancho Cordova ("City") certified a Final Environmental Impact Report ("Final EIR" or "EIR") for the Rancho Cordova General Plan ("General Plan") and adopted the General Plan; and

Kassis Property

WHEREAS, on November 6, 2006, the City adopted Ordinance 57-2006, establishing the Folsom Boulevard Specific Plan ("FBSP" or "Specific Plan"); and

WHEREAS, on December 16, 2013, the City adopted Resolution 140-2013 and Ordinance 44-2013 amending the FBSP. Adoption of Ordinance 44-2013 to change the plan area boundaries to remove several developed single family and multifamily sites, streamline the plan, amend land use designations to be more consistent with existing land uses, incorporate strategies to encourage redevelopment and investment on Folsom Boulevard, and to redesignate 147 acres from the Specific Plan to city zoning designations; and

WHEREAS, this Ordinance amends the FBSP to remove a 0.36 acre portion of the Kassis property from the Specific Plan as outlined in the Kassis Opportunity Site discussion to accurately reflect approved parcel lines on several maps shown in **Exhibit A**; and

WHEREAS, the FBSP identifies the potential for boundary adjustment of the Kassis Opportunity Site for consistency with future parcel lines. The City is processing a parcel map for a portion of the Kassis site and a boundary adjustment is required to carve out a 0.36 acre residential parcel along the western boundary to match the proposed parcel line. This Ordinance will rezone the subject parcel (APN 075-0450-005) from Folsom Boulevard-Residential Mixed Use ("FB-RMU") to RD-3. The boundary line in the FBSP would also be amended and the General Plan land use designation of the parcel changed from Folsom Boulevard Planning Area ("FBPA") to Low Density Residential ("LDR"); and

WHEREAS, the removal of land from inclusion within the FBSP requires that alternate land use designations identified within the City's Zoning Code be applied to such properties; and

WHEREAS, the attached Zoning Map Amendment, **Exhibit B**, applies zoning designations to APN 075-0450-005 acres to be removed from the FBSP, and these new zoning designations reflect existing land use and development patterns, are consistent with the General Plan, and are compatible with the intent and vision for the FBSP; and

WHEREAS, this Ordinance amends the FBSP to remove a 0.36 acre portion of the Kassis property from the Specific Plan as outlined in the Kassis Opportunity Site discussion to accurately reflect approved parcel lines on several maps shown in **Exhibit A;** and

Plaza de Oro

WHEREAS, the General Plan established the Sunrise Boulevard South Planning Area with the intent to recognize existing development patterns and provide for new opportunities; and

WHEREAS, The Plaza de Oro site is a 6.13 acre site (APN 072-0430-077, and -078) currently developed with commercial buildings but is incorrectly designated for LI development in the General Plan and Zoning Map; and

WHEREAS, the attached Zoning Map Amendment, **Exhibit C**, changes the zoning designation from LI to CMU consistent with existing development. In conjunction with the corresponding General Plan Amendments of these parcels, adopted by the City Council on December 1, 2014, the new designations will be consistent with the vision and intent of the General Plan; and

All Amendments

WHEREAS, the FBSP Amendment and Zoning Map Amendments will not have a significant adverse impact on the environment. Pursuant to California Environmental Quality Act ("CEQA"), an addendum to the General Plan EIR was prepared to address the proposed amendments (**Exhibits A, B, and C**). Analysis concluded that the FBSP Amendment and Zoning Map Amendments would not result in any additional impacts that were not addressed in the General Plan EIR; and

WHEREAS, the City Council is the appropriate authority to hear and take action on the FBSP Amendment and Zoning Map Amendments; and

WHEREAS, on December 1, 2014, the City Council held a properly noticed public hearing at which it received a report from City Staff regarding the Project and oral and written testimony from the public, and deliberated on the item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals.

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

Section 2: Findings.

A. Consistency with the General Plan.

1) Kassis Amendment to the FBSP (**Exhibit A**):

The Amendment to the FBSP, attached hereto as **Exhibit A**, is consistent with the overall goals, vision and intent of the General Plan and complies with Section 23.155.040 of the City's Zoning Code requirements as follows:

i. The FBSP Amendment is consistent with the General Plan Planning Area for Folsom Boulevard land use. The FBSP text for the Kassis Opportunity Site anticipated the potential need to amend the boundary to match future parcel lines.

ii. The FBSP Amendment is consistent with the General Plan because the property being removed from the FBPA was already developed with residential uses at the time of the previous FBSP adoption and is consistent with the General Plan. The proposed FBSP Amendment restores equivalent land uses in the area and will meet the intent of the original FBSP and General Plan. The proposed Amendment is consistent with the General Plan Amendments adopted by the City Council on December 1, 2014.

2) Kassis Zoning Map Amendment (**Exhibit B**):

The Zoning Code Map Amendment is consistent with the General Plan as required by Government Code section 65454 and California Government Code section 65860. On the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City's General Plan and General Plan EIR; and (c) the Addendum prepared for the attached Zoning Code Map Amendment, the City Council finds and determines that the Zoning Code Map Amendment is consistent with the General Plan, as follows:

i. The General Plan identifies key planning areas within the City, including the FBPA. The generalized descriptions of land uses described under the FBPA are consistent in type and density with land uses identified within the FBSP.

ii. The proposed Zoning Code Map Amendment is consistent with the General Plan because the property was previously developed with single family residential use at the time of the previous FBSP adoption, and is consistent with the General Plan. The proposed Zoning Code Amendment restores equivalent land uses in the area and will meet the intent of the original FBSP. The Zoning Code Map Amendment is consistent with the General Plan Amendments adopted by the City Council on December 1, 2014.

3) Plaza Del Oro Zoning Map Amendment (**Exhibit C**):

The Zoning Code Map Amendment is consistent with the General Plan as required by Government Code section 65454 and California Government Code section 65860. On the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City's General Plan and General Plan EIR; and (c) the Addendum prepared for the attached Zoning Code Map Amendment, the City Council finds and determines that the Zoning Code Map Amendment is consistent with the General Plan, as follows:

i. The General Plan identifies key planning areas within the City, including the Sunrise Boulevard South Planning Area ("SBSPA"). The generalized descriptions of land uses described under the SBSPA are consistent in type and density with existing development patterns and new land use opportunities.

ii. The proposed Zoning Code Map Amendment is consistent with the existing commercial development of the site, and is consistent with the General Plan vision. The Zoning Code Map Amendment is consistent with the General Plan Amendments adopted by the City Council on December 1, 2014.

B. Public Interest.

The proposed Zoning Code Map Amendments and Specific Plan Boundary Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. By restoring zoning to reflect the existing residential land use development patterns, the intent of the general plan to retain and increase residential land uses along Folsom Boulevard can be accomplished.

C. CEQA Compliance.

In compliance with the requirements of CEQA, an Addendum, attached to Resolution 138-2014, was prepared for the attached Folsom Boulevard Specific Plan Amendment and Zoning Map Amendments. The Addendum is to the General Plan Final EIR (SCH #2005022137), which was certified in June 2006 by the City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168).

No significant impacts were identified in the Addendum for the attached Folsom Boulevard Specific Plan Amendment and Zoning Map Amendments. On the basis of the Addendum to the EIR, comments received, and the whole record, there is no substantial evidence that the FBSP Amendment and Zoning Map Amendments will have a significant adverse impact on the environment. The Addendum to the EIR reflects the City Council's independent judgment and analysis.

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

i. The Amendments to the FBSP and Zoning Map does not constitute substantial changes to the General Plan that will require major revisions to the General Plan Final EIR, due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The FBSP Amendment and Zoning Map Amendments will not result in new significant impacts that were not analyzed in the General Plan Final EIR.

ii. The City is not aware of any new information of substantial importance or substantial changes in circumstances that would result in new or substantially more severe impacts or meet any other standards in Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163.

Section 3: Amendments to the Folsom Boulevard Specific Plan and Rancho Cordova Zoning Code Map

The City Council hereby amends and adopts the following:

1) Amendment to the FBSP as set forth in **Exhibit A.**
2) Amendment to the Rancho Cordova Zoning Code Map for the Kassis Property (APN 075-0450-005), removing the parcel from the Specific Plan, as shown on **Exhibit B.**
3) Amendment to the Rancho Cordova Zoning Code Map for Plaza de Oro (APN 072-0430-077, and -078), as shown on **Exhibit C.**

Section 4: Severability.

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

Section 5: Publication and Effective Date.

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

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

AYES:

NOES:

ABSENT:

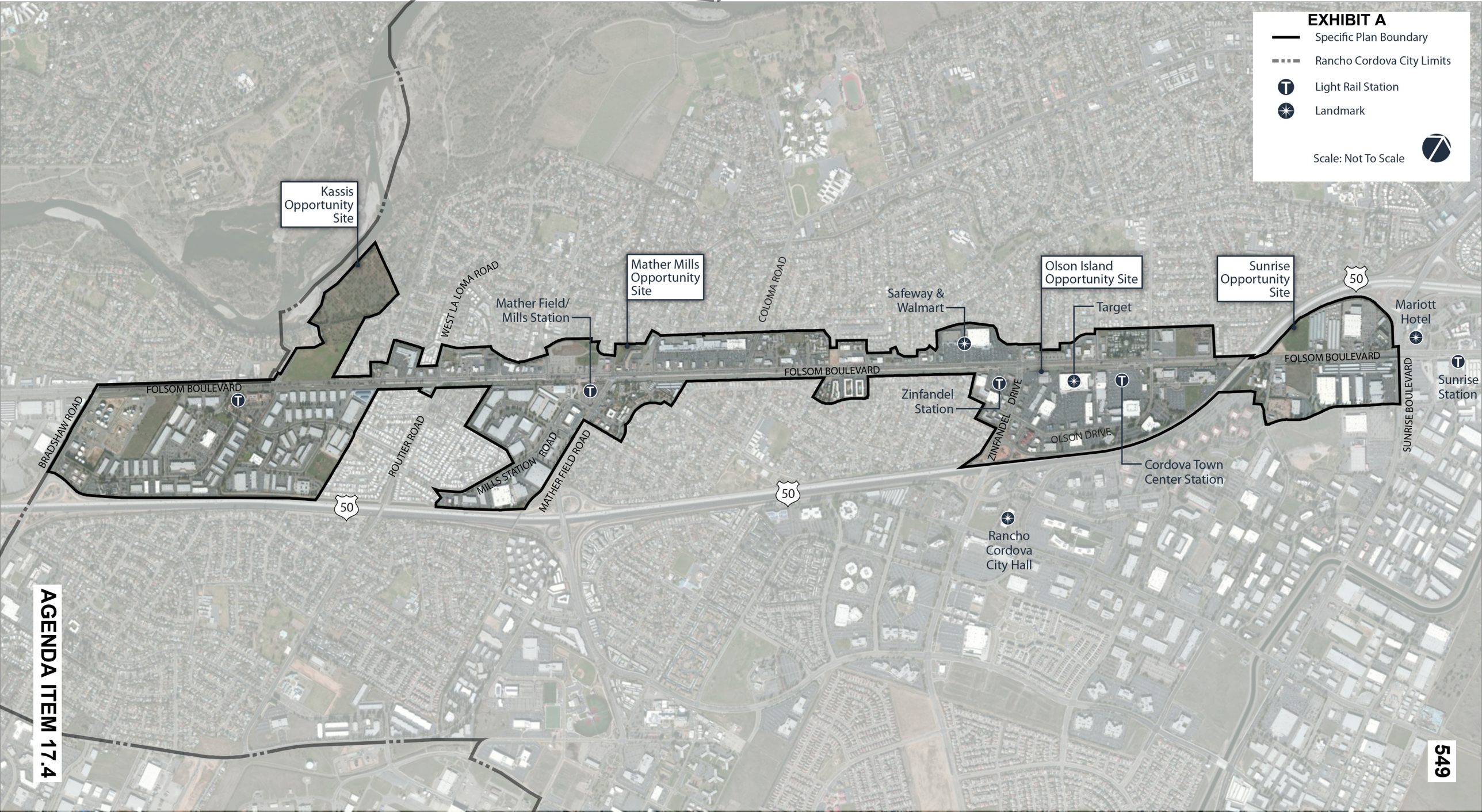
ABSTAIN:

_____
Dan Skoglund, Mayor

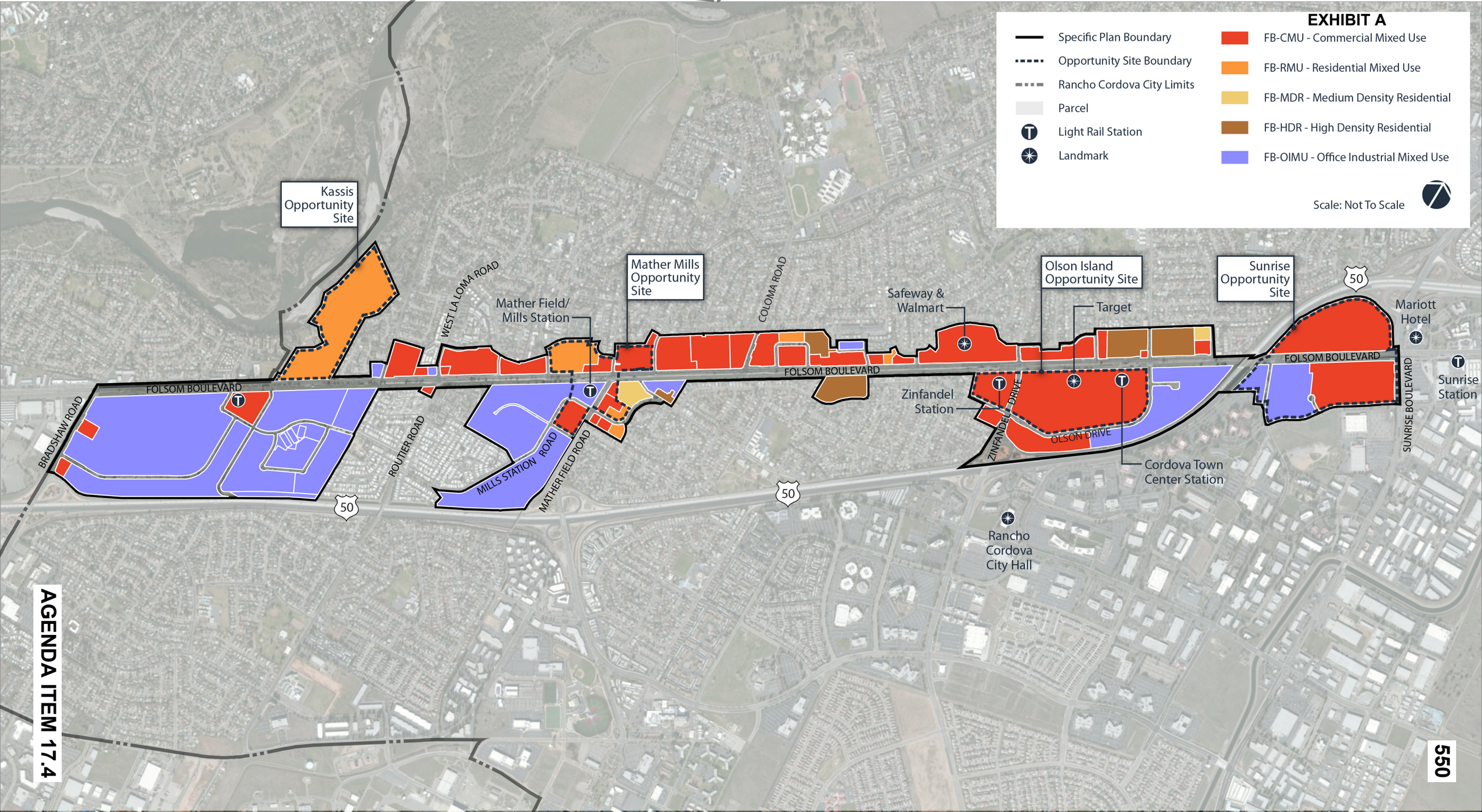
ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

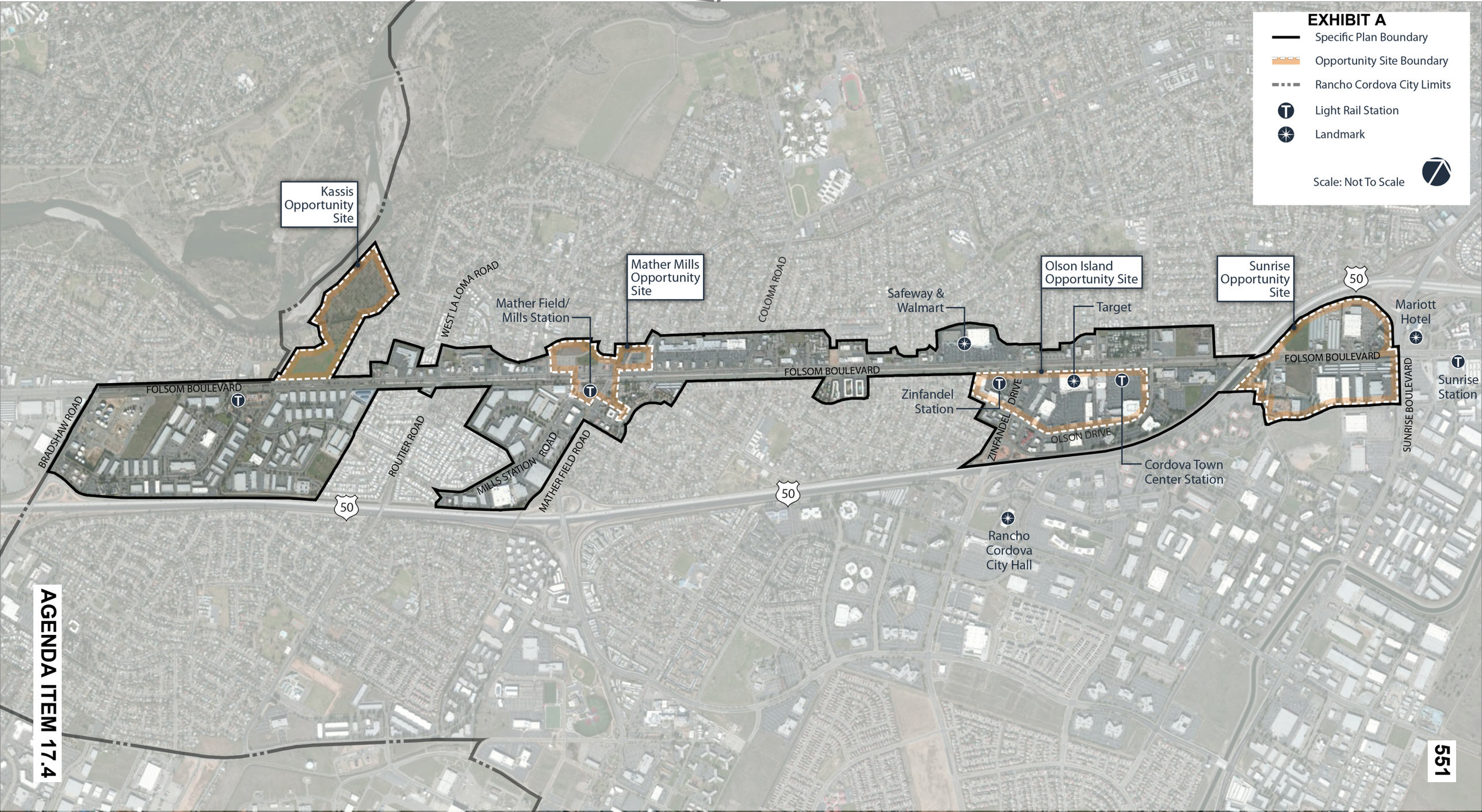
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AGENDA ITEM 17.4

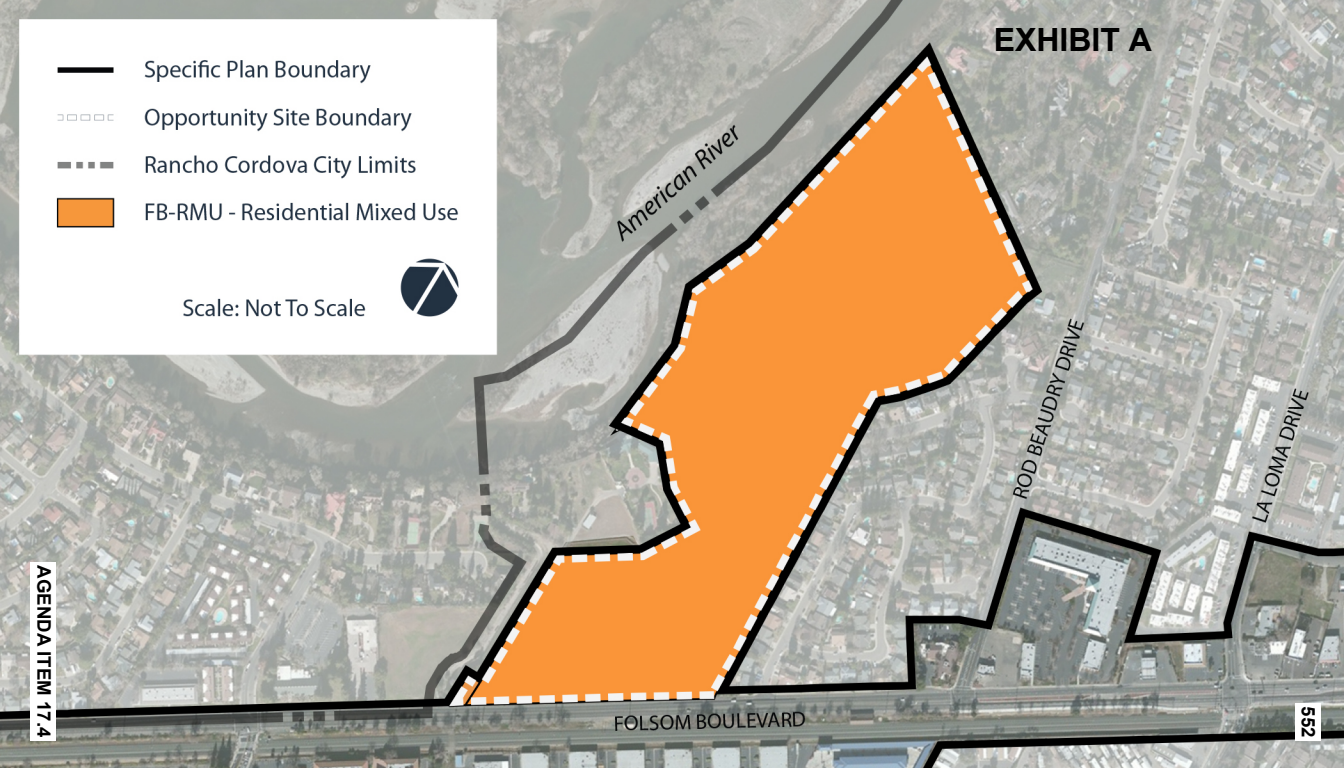


AGENDA ITEM 17.4



AGENDA ITEM 17.4

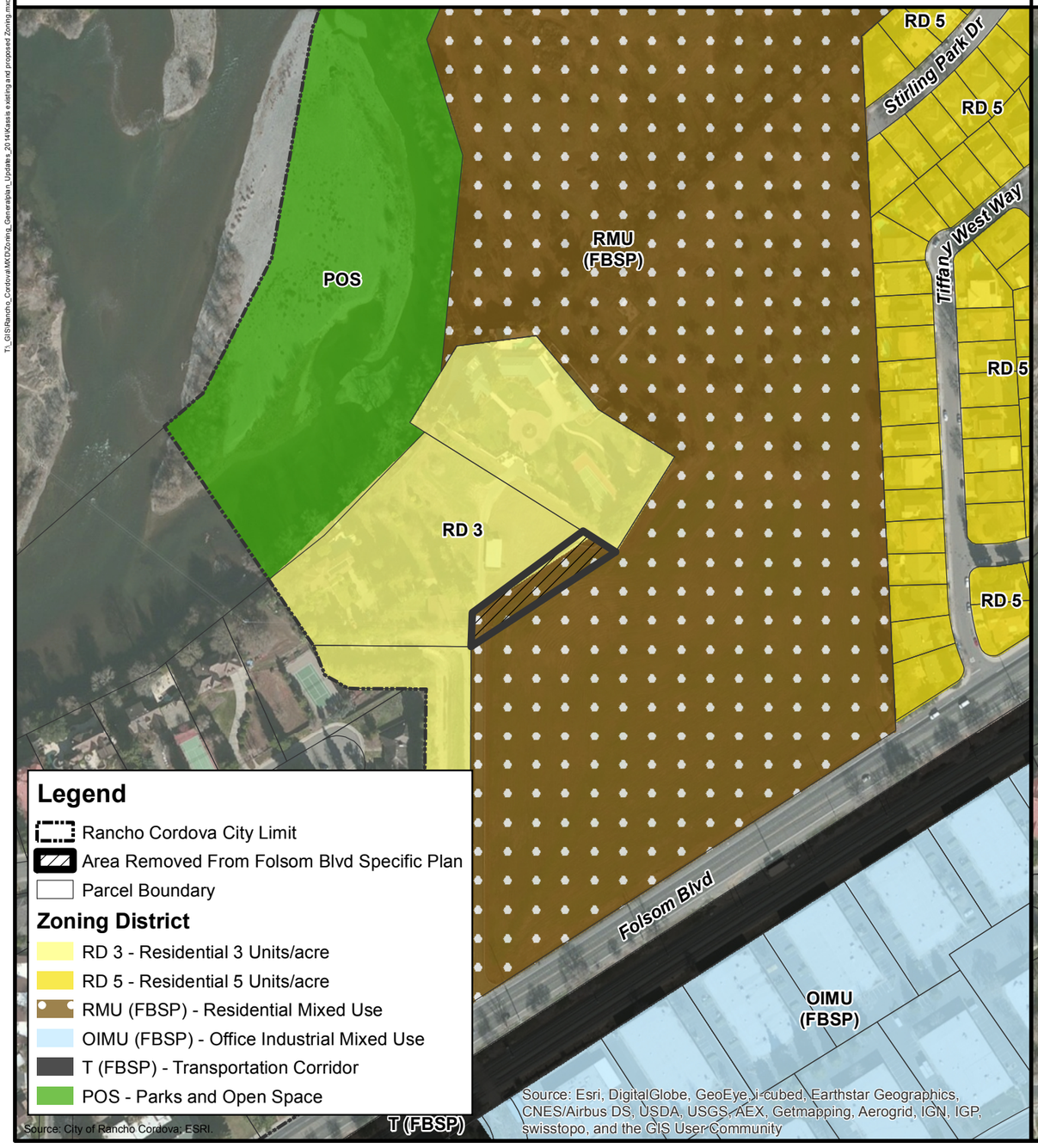
EXHIBIT A



AGENDA ITEM 17.4

T:_GIS\Rancho_Cordova\MXD\Zoning_Gemeralplan_Update_2014\Kassis existing and proposed Zoning.mxd (10/20/2014)

Existing Zoning



Proposed Zoning

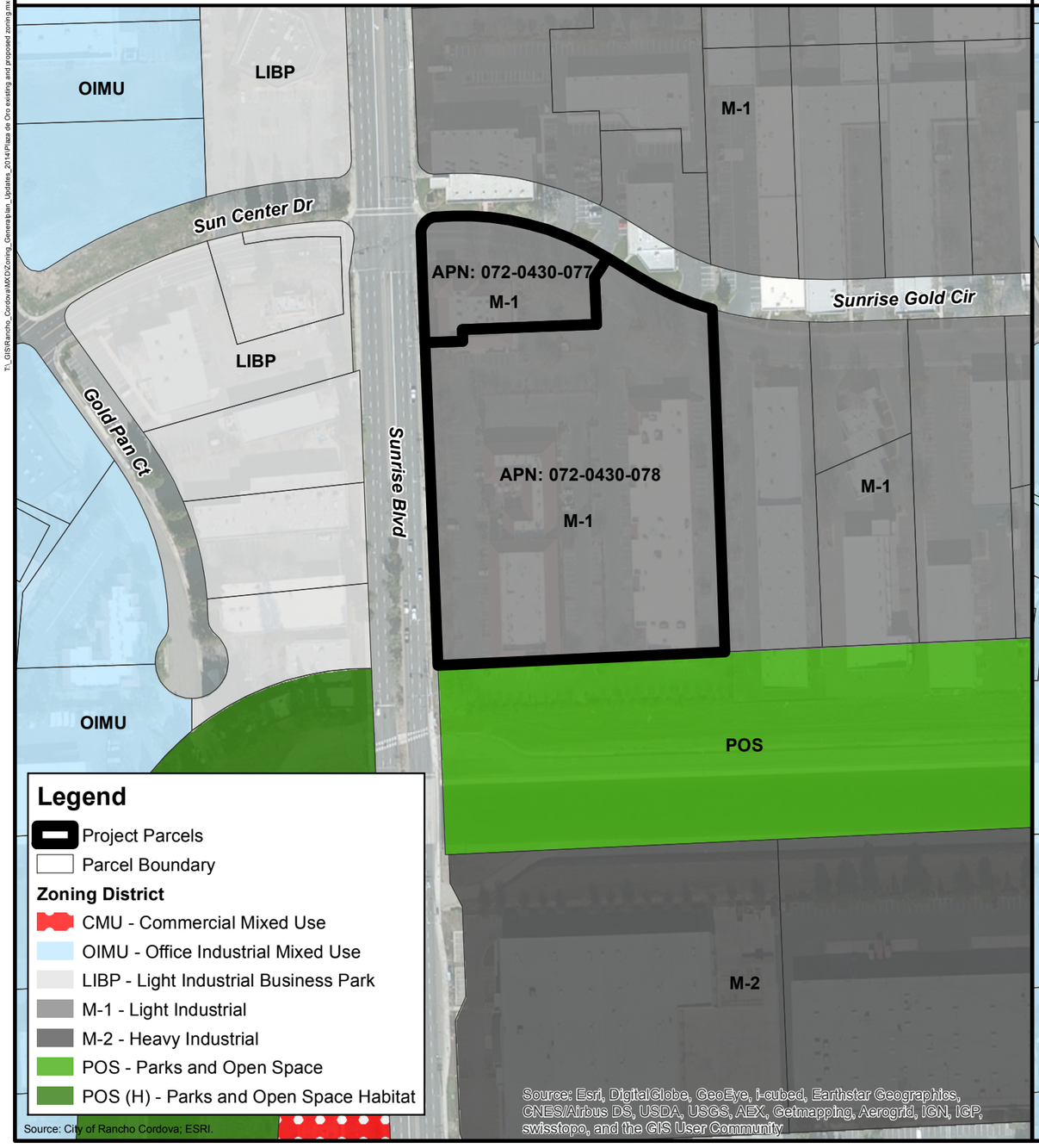


City of Rancho Cordova
Planning Department

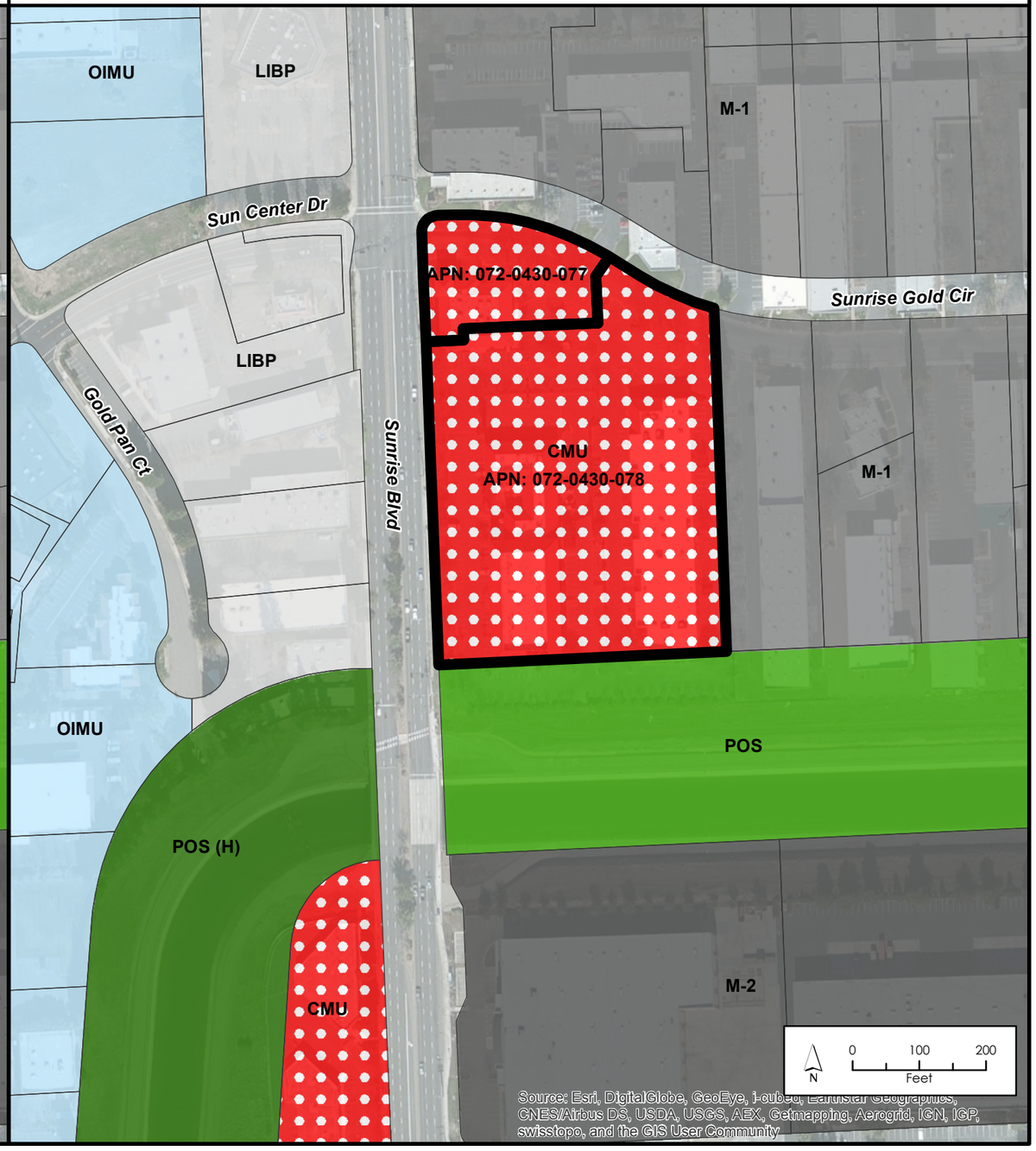
Figure #
Kassis Property
Existing and Proposed Zoning

T:_GIS\Rancho_Cordova\MXD\Zoning_Generalplan_Updates_2014\Plaza de Oro existing and proposed zoning.mxd (10/20/2014)

Existing Zoning



Proposed Zoning

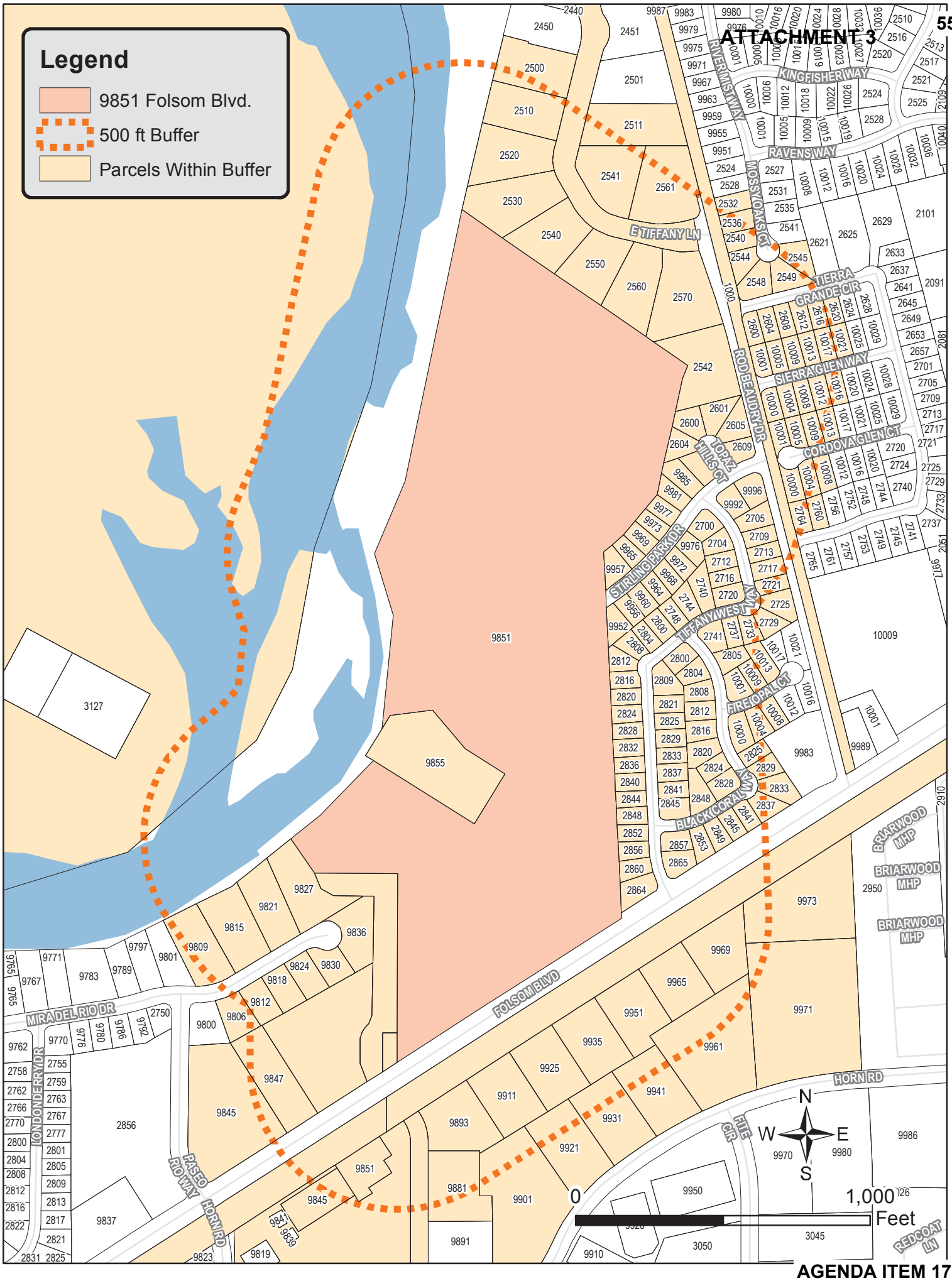


City of Rancho Cordova
Planning Department

Figure #

Plaza de Oro
Existing and Proposed Zonin

ATTACHMENT 3



AGENDA ITEM 17.4

ATTACHMENT 3

IRONS ALBERT F R
9818 MIRA DEL RIO DR
SACRAMENTO, CA 95827

BOARDINGHAM MICHAEL D
453 ASHLAND DR
CORPUS CHRISTI, TX 78412

COUNTY OF SACRAMENTO
827 7TH ST
SACRAMENTO, CA 95814

WERKING REVOCABLE LIVING TRUST
9830 MIRA DEL RIO DR
SACRAMENTO, CA 95827

SHULL GERALD E
9836 MIRA DEL RIO DR
SACRAMENTO, CA 95827

KASSIS ADRIENNE
9821 MIRA DEL RIO DR
SACRAMENTO, CA 95827

SHARON E KASSIS REVOCABLE TRUST
9821 MIRA DEL RIO DR
SACRAMENTO, CA 95827

SHARON E KASSIS REVOCABLE TRUST
9821 MIRA DEL RIO DR
SACRAMENTO, CA 95827

ANDERSON JOHN
480 CROCKER RD
SACRAMENTO, CA 95864

KASSIS ADRIENNE
9821 MIRA DEL RIO DR
SACRAMENTO, CA 95827

SMITH ROBERTS LYNN
2840 TIFFANY WEST WAY
SACRAMENTO, CA 95827

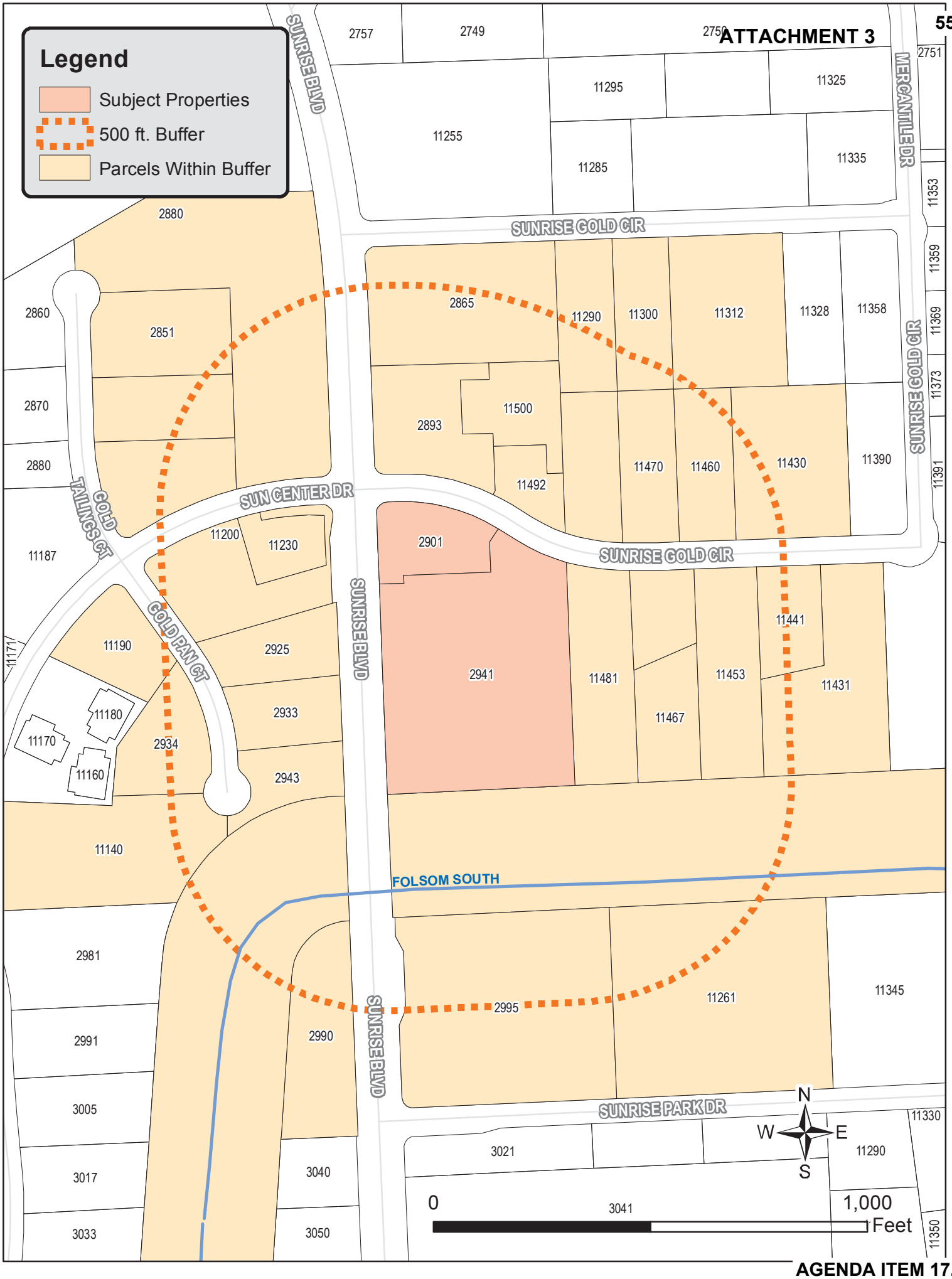
CARDENAS DANNY A
2844 TIFFANY WEST WAY
SACRAMENTO, CA 95827

ZINSKY ANN
2848 TIFFANY WEST WAY
SACRAMENTO, CA 95827

SOHN SUNG WON
2852 TIFFANY WEST WAY
SACRAMENTO, CA 95827

SATHYAMOORTHY SEETHALEDCHUMY
2856 TIFFANY WEST WAY
SACRAMENTO, CA 95827

ATTACHMENT 3



ATTACHMENT 3

3000 SUNRISE LLC
10933 TRADE CENTER DR 10
RANCHO CORDOVA, CA 95670

BEDROSIAN SUNRISE LLC
4285 N GOLDEN STATE BLVD
FRESNO, CA 93722

WOLF FAMILY TRUST
1591 CALYPSO DR
APTOS, CA 95003

NUNES III WILLIAM H
11453 SUNRISE GOLD CIR
RANCHO CORDOVA, CA 95742

ECP/TPB2 LLC
1300 NATIONAL DR 100
SACRAMENTO, CA 95834

BCT 1 SG 2 LLC
PO BOX 2689
SAN FRANCISCO, CA 94126

MOSLER HOLDINGS LLC
4646 KING RANCH PL
GRANITE BAY, CA 95746

LESNIEWSKI ROBERT S
1601 RESPONSE RD 160
SACRAMENTO, CA 95815

SHARON L BRAINARD REVOCABLE TRUST
11460 SUNRISE GOLD CIR F
RANCHO CORDOVA, CA 95742

CONRAD URATA 3 LLC
1300 NATIONAL DR 100
SACRAMENTO, CA 95834

REV INV PROPS LLC
6401 COYLE AVE 311
CARMICHAEL, CA 95608

MONSON JAN
6600 FREEPORT BLVD
SACRAMENTO, CA 95822

RR/P LLC
10491 OLD PLACERVILLE RD
SACRAMENTO, CA 95827

NORTHMAN FAMILY TRUST
5665 POWER INN RD 140
SACRAMENTO, CA 95824

PECK FAMILY 2000 TRUST
824 FOOTHILL DR
SAN JOSE, CA 95123

NUNES III WILLIAM H
11441 SUNRISE GOLD CIR
RANCHO CORDOVA, CA 95742

CONRAD URATA 2 LLC
1300 NATIONAL DR 100
SACRAMENTO, CA 95834

CONRAD URATA 2 LLC
1300 NATIONAL DR 100
SACRAMENTO, CA 95834

VANDYKE REAL ESTATE HOLDINGS LLC
11312 SUNRISE GOLD CIR
RANCHO CORDOVA, CA 95742

HERMCO INC
1850 RALSTON AVE
HILLSBOROUGH, CA 94010

PORTA INVESTMENTS LLC
PO BOX 1672
SHINGLE SPRING, CA 95682

KRAUSE SHARON G
1401 BIRCHWOOD LN
SACRAMENTO, CA 95822

NO SWETT COMMERCIAL LLC
74067 KINGSTON CT W
PALM DESERT, CA 92211

INTERSTATE PROPERTIES LLC
8700 AUBURN FOLSOM RD 50
GRANITE BAY, CA 95746

SFC LEASING LP
3430 LUYUNG DR
RANCHO CORDOVA, CA 95742

KENNETH & LIELANIE STEERS REVOCABLE TRUST
4901 TRAILS END RD
CAMERON PARK, CA 95682

NADER/NASSRIN KHOSRAVIFARD FAMILY TRUST
8924 FAIR OAKS BLVD
CARMICHAEL, CA 95608

LOMANTO/BELL FAMILY TRUST
10385 PINE CONE DR
TRUCKEE, CA 96161

11190 SUN CENTER LLC
3308 EL CAMINO AVE 33042
SACRAMENTO, CA 95821

HNJ FARMS
PO BOX 4039
DAVIS, CA 95617

PRB MANAGEMENT LLC
4709 MANGELS BLVD
FAIRFIELD, CA 94534

TNT ENTERPRISES
11200 SUN CENTER DR
RANCHO CORDOVA, CA 95670

General Plan Amendments

Rancho Cordova City Council

December 1, 2014

a fresh take. RANCHO CORDOVA CALIFORNIA

aFreshTake.org

Background

- The General Plan is the overarching policy document that guides many City decisions
- This document includes a variety of State mandated elements and touches most aspects of city governance
- Periodic updates of the General Plan are needed to keep the document accurate and current
- The City may update the General Plan up to four times in any given calendar year

Background

This action addresses five subject areas:

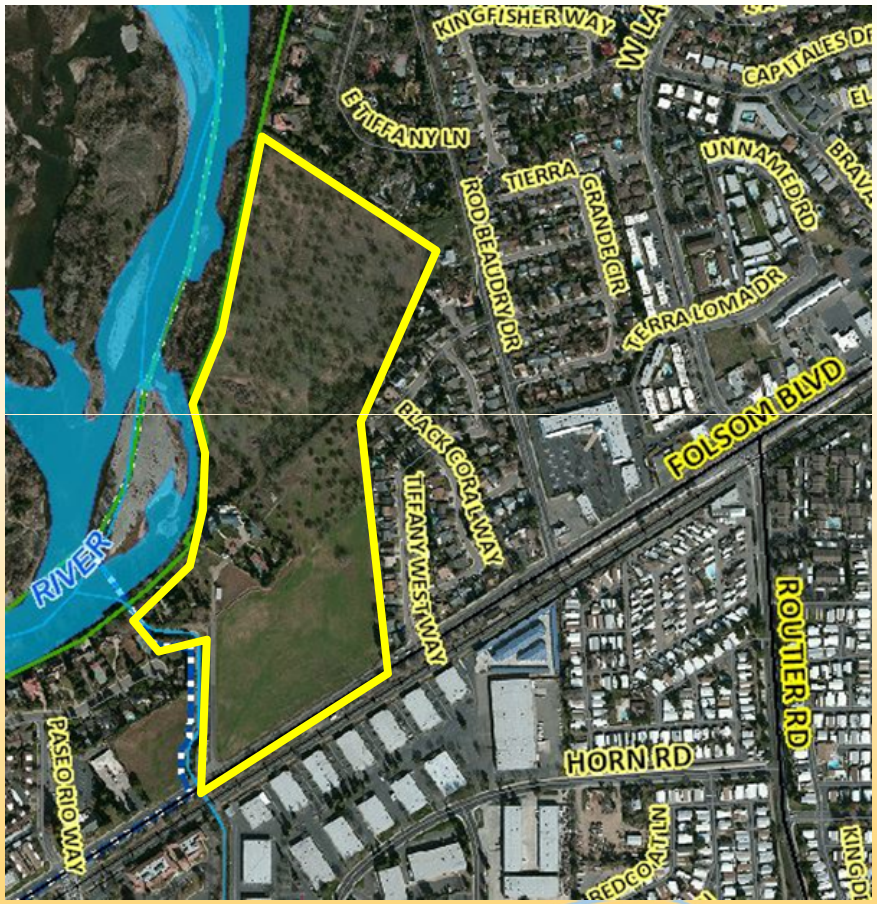
1. Kassis Property
2. Plaza de Oro Property
3. General Plan Land Use Consistency Table
4. Suncreek Specific Plan Amendment
5. Natural Resources Element Policy Amendment

These amendments are proposed to:

- Ensure consistency with state law
- For consistency with existing development or proposed plans
- To ensure consistency and eliminate ambiguity in the implementation General Plan

1. Kassis Property

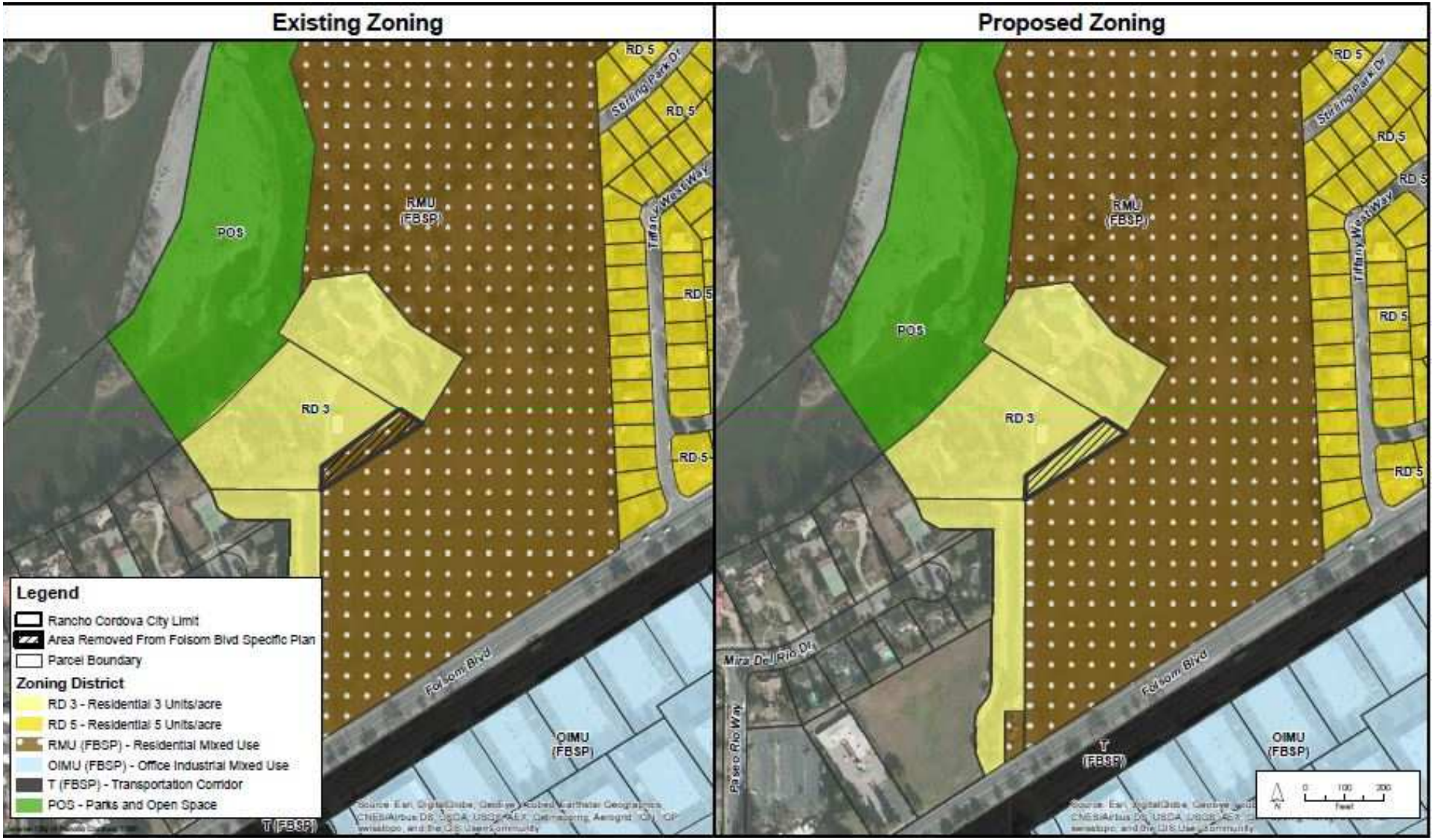
- Kassis property includes 42 acres of mostly undeveloped property
- Currently two homes are located near center of the western side of the site
- Amendment would remove 0.36 acres from the FBSP
- Actions include GPA, FBSP Amendment and Rezone



Kassis GPA

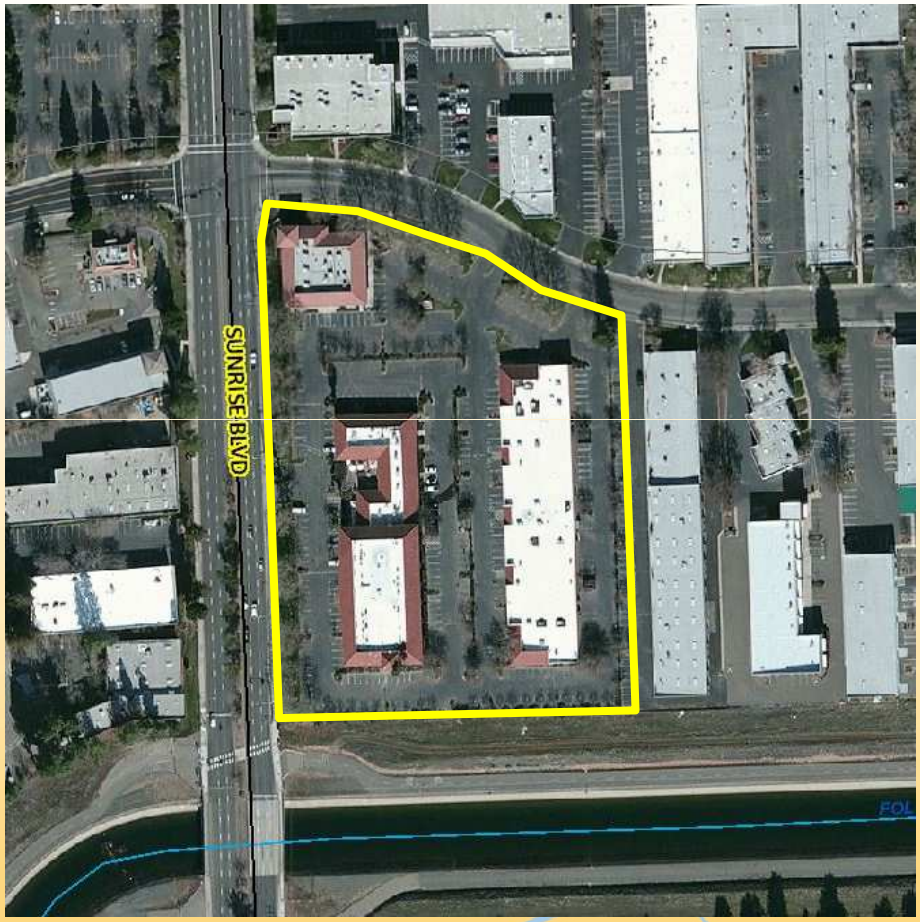

Existing General Plan Land Use
Proposed General Plan Land Use
Legend
Rancho Cordova City Limit
Area Removed From Folsom Blvd Specific Plan
Parcel Boundary
General Plan Land Use
LDR - Low Density Residential
FBPA - Folsom Boulevard Specific Plan
POS - Parks and Open Space
Folsom Blvd
Mira Del Rio Dr
Tiffany Woods Way
Horn Rd
Paseo Rio Way
LDR
FBPA
POS

Kassis Rezone

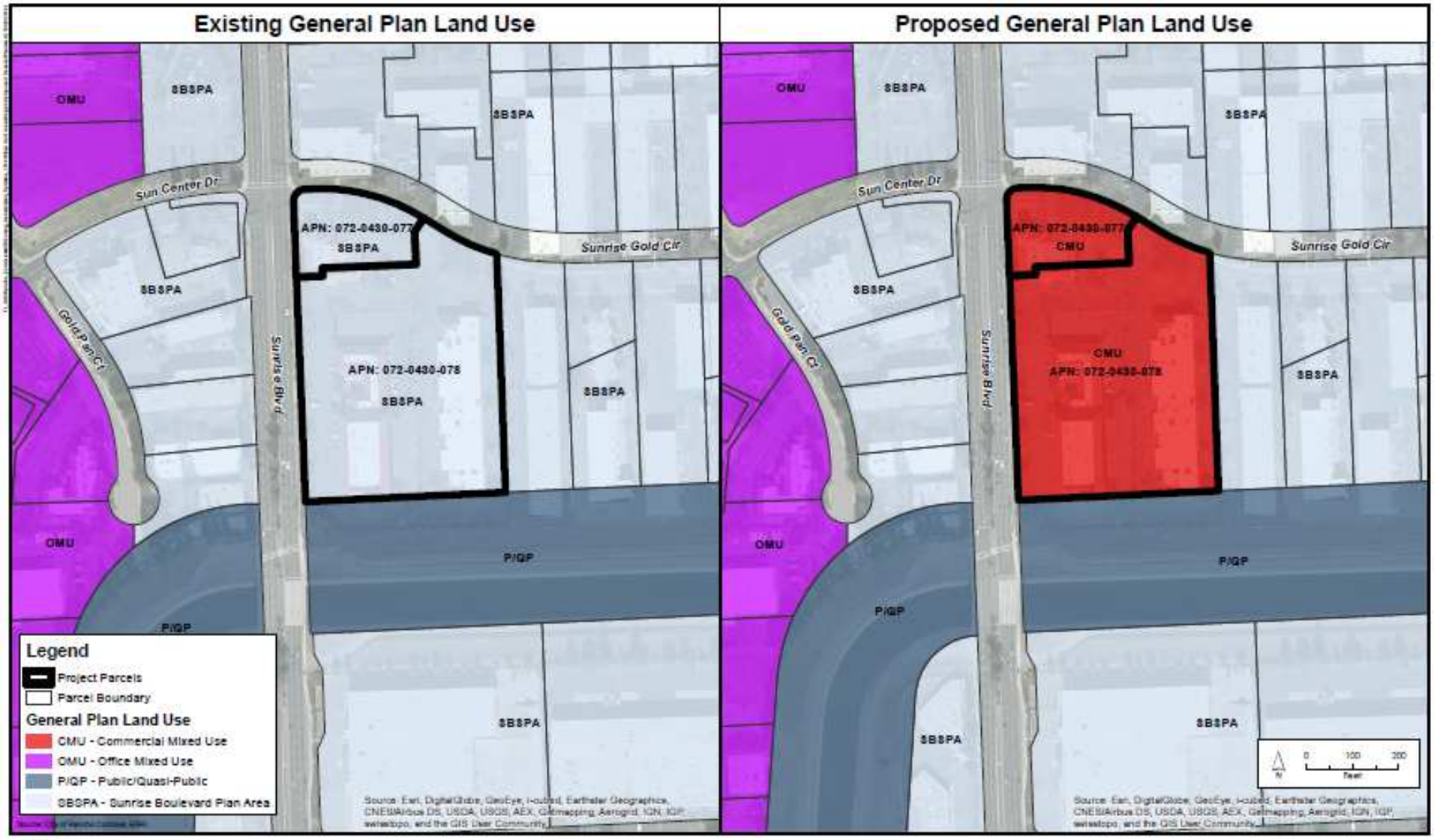


2. Plaza de Oro Property

- Plaza de Oro property includes 6.3 acres
- Amend GP land use to Commercial Mixed Use (CMU), remove from the Sunrise Boulevard SPA
- Change zoning from Light Industrial to CMU
- Amendments would accurately reflect existing development within the Plaza de Oro property



Plaza de Oro GPA



Plaza de Oro Rezone



3. General Plan Land Use Consistency Table

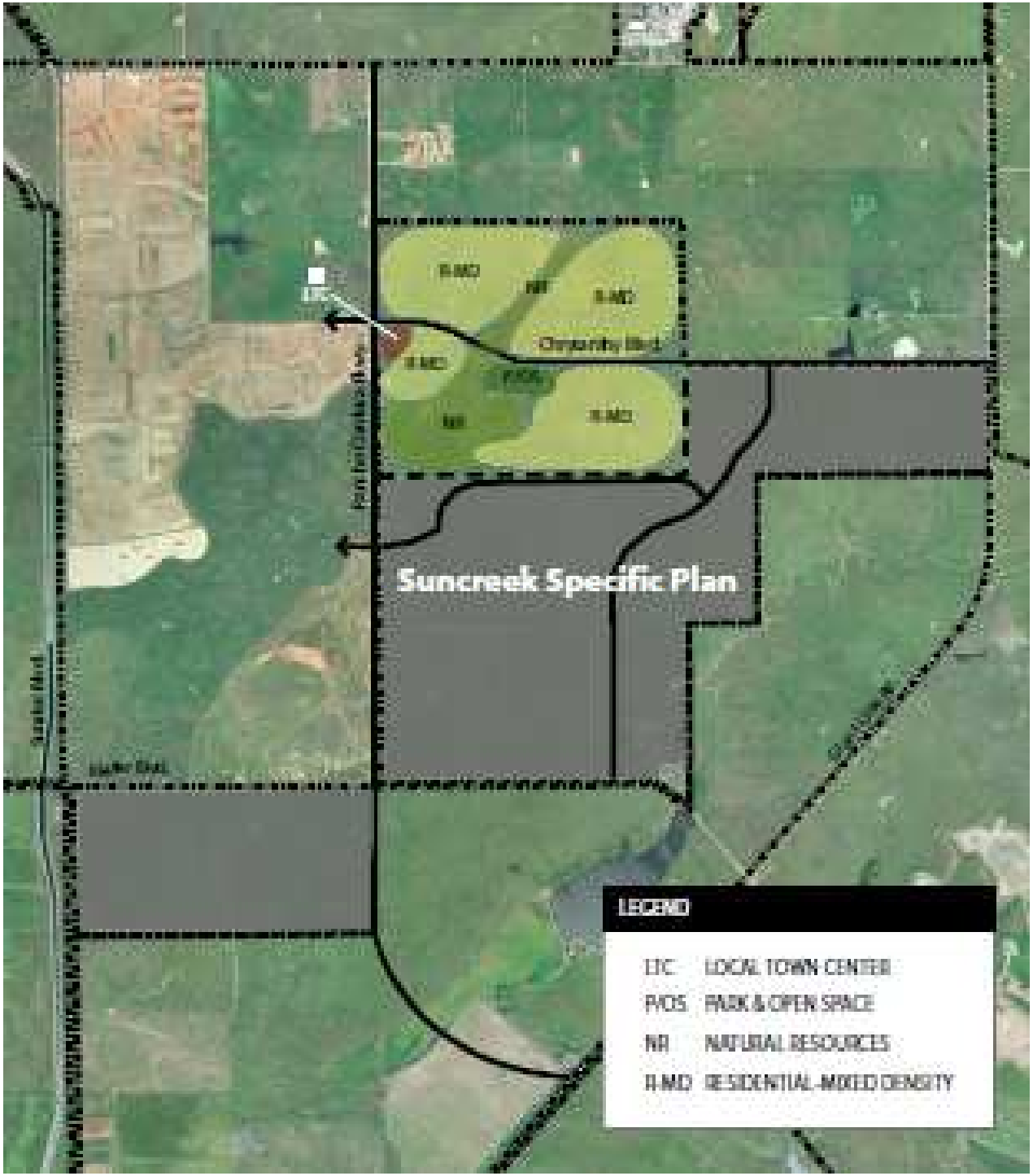
- These amendments would update the General Plan/Zoning Consistency Table, Table LU-2, in to reflect the Zoning District changes that were adopted with the Zoning Code update in 2009
- These amendments are intended to be clean up in nature only and do not modify any City Council policies

TABLE LU-2
GENERAL PLAN/ZONING CONSISTENCY

General Plan Land Use Category	Zoning Code Designation[1]
General Agriculture (GA)	AG-20, AG-80
~~Rural Agriculture (RA)~~	~~AR-10, AG-20~~
Public/Quasi Public (P/QP)	CS, T; Public/Quasi Public land uses may be allowed in all zoning districts.
Parks and Open Space (P/OS)	POS, PC~~O~~; Public parks may also be allowed in residential zoning districts
Natural Resources (NR)	POS, PC~~O~~
Rural Residential (RR)	RR~~AR-10, AR-5, AR-2~~
Estate Residential (ER)	ER~~AR-2, AR-1~~, RD-1, RD-2
Low Density Residential (LDR)	RD-3, RD-4, RD-5, RD-6
Medium Density Residential (MDR)	RD-7, RD-10, RD-15, MDR, RMH
High Density Residential (HDR)	RD-20, RD-25, RD-30, ~~RD-40~~, HDR
~~Residential Mixed-Use (RMU)[2]~~	~~RD-15, RD-20, RD-25, RD-30, RD-40~~
Commercial Mixed-Use (CMU)[3]	CMU~~LC~~, GC, ~~SC, TC, AC~~
Office Mixed-Use (OMU)[3]	OPMU, OIMU~~BP, MP~~
Village Center (VC)[3]	VC~~LC, GC~~
Local Town Center (LTC)[3]	LTC~~GC, SC~~
Regional Town Center (RTC)[3]	RTC~~GC, SC,~~
~~Local Transit Oriented Development (LTOD)[3]~~	~~GC, SC, TC~~
~~Regional Transit Oriented Development (RTOD)[3]~~	~~GC, SC, TC~~
Light Industrial (LI)	OIMU, LIBP, M-1~~MP, MI~~
Heavy Industrial (HI)	M-2
Surface Mining (SM)	~~M2~~, Surfacing Mining Combining Overlay Zone

4. Suncreek Specific Plan

- This portion of the amendments would update the applicable General Plan exhibits and text to recognize the adoption of the Suncreek Specific Plan ("SSP") in 2013
  - General Plan currently refers to Suncreek as a proposed project
- There are no revisions to the SSP itself nor are any policy revisions being made



Suncreek Specific Plan GPA

5. Natural Resources Element

Proposed amendments would update several policies and actions to:

- Clarify the City's original intent of policy provisions of the Natural Resources Element
- Ensure consistency between Natural Resources Element and the Land Use and Circulation Elements
- Ensure consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR

The following amended language (see underline for text that has been added and strikeout for text that has been deleted) is proposed to be made to these General Plan policy provisions in order to clarify the City's original intent of these policy provisions, to ensure consistency with planned urban development and associated land use patterns and transportation system improvement provided in the Land Use and Circulation elements of the General Plan, and consistency with the impacts and conclusions of environmental effects identified in the Rancho Cordova General Plan EIR (see Draft EIR pages 4.10-43, 4.10-52, 4.10-56, 4.10-60 and -61 and Final EIR pages 3.0-229, -230 and -234). No other amendments to the General Plan elements, policy provisions, land use maps or transportation improvement maps are proposed that would alter the extent of residential and non-residential growth or the development footprint that was evaluated in the Rancho Cordova General Plan EIR.

General amendment for the Natural Resources Element – The goals of this element are as follows and are listed subsequently with corresponding policies and actions. The term "feasible" as used in the Natural Resources Element of the City General Plan shall be defined as follows: "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors.

Action NR.1.1.1 — Incorporate ~~large~~ habitat preserves and interconnected wildlife corridors in new development areas to allow ~~provide ample space~~ for animal movement where feasible and as necessary for viability of protected species.

Action NR.1.1.3 — As part of the consideration of development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City ~~shall~~ may require that these preserved habitats have interconnections with other habitat areas ~~in order to maintain~~ where feasible and appropriate to promote the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, ~~as recommended by~~ with the consideration of a recommendation from a qualified professional, ~~and will include consultation with the~~ after the California Department of Fish and Game and U.S. Fish and Wildlife Service are provided with an opportunity to comment.

Action NR.1.7.1 — For those areas in which special status species are found or likely to occur ~~or where the presence of species can be reasonably inferred~~, the City shall require feasible mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species ~~populations in the region to the extent~~ such that their decline would impact the viability of ~~the regional population~~ the species. Feasible mitigation shall be ~~designed~~ determined by the City ~~in coordination with~~ after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) are provided an opportunity to comment, and may ~~shall~~ emphasize a multi-species approach ~~to the maximum extent feasible~~. This may include development or participation in a habitat conservation plan.

Policy NR.1.10 — The ~~City shall avoid the~~ placement of new roadways within habitat preserves ~~to the maximum extent feasible.~~ shall be discouraged, but is not prohibited. This Policy shall not apply to roadways shown in the Circulation Element or needed to meet goals or policies of the Circulation Element.

Policy NR.1.11 — In such cases ~~where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway~~ where a new roadway crosses a habitat preserve or separates two adjacent preserves, the roadway shall include design features, where feasible and appropriate, ~~be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that~~ to allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles, bicycles and pedestrians on the roadway.

Policy NR.2.2 — Ensure that direct and indirect effects to wetland habitats are ~~minimized~~ mitigated to the extent feasible by environmentally sensitive project siting and design or other measures, ~~to the maximum extent feasible~~.

Policy NR.3.2 — In general, the City will encourage the preservation of existing location, topography, and meandering alignment of natural creeks. ~~Where necessary, and if consistent with other City policies, the creation~~ The modification, re-creation and realignment of creek corridors shall ~~be constructed to~~ recreate the character of the natural creek corridor. to the extent feasible, appropriate and consistent with other City policies. Channelization and the use of concrete within creek corridors shall ~~not be supported~~ be discouraged, but is not prohibited.

CEQA Review

An addendum to the General Plan Environmental Impact Report ("EIR") was prepared under California Environmental Quality Control Act guidelines to address the proposed amendments

Analysis concluded that the General Plan Amendments, Zoning Code Amendments, and amendments to Folsom Boulevard Specific Plan would not result in any additional impacts that were not addressed in the General Plan EIR

Recommended Actions

- Adopt Resolution No. 138-2014
- Introduce and waive the first reading of Ordinance No. 29-2014.

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Kerry Simpson, Neighborhood Services Manager

SUBJECT: **RESOLUTION NO. 136-2014, ESTABLISHING NEW FEES FOR REPEAT NUISANCE SERVICE CALLS**

RECOMMENDATION

Adopt Resolution No. 136-2014.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 136-2014, will establish an amount for the Repeat Nuisance Service Call Fee, as required by Rancho Cordova Municipal Code section 16.18.1603. If adopted, the City will impose the established amount in order to help recoup the costs associated with responding to private properties that are the subject or location of excessive nuisance service calls.

BACKGROUND

On August 18, 2014, City Council adopted Ordinance No. 22-2014 to enact section 16.18.1600, authorizing the City to impose a Repeat Nuisance Service Call Fee on property owners or occupants of private properties that are the subject of excessive nuisance service calls. Ordinance No. 22-2014 requires that the Repeat Nuisance Service Call Fee be established by resolution and provides that the fee may include a base fee in addition to hourly costs of service.

As part of the City's commitment to protecting the health, safety and welfare of its residents, the City has made the prevention and enforcement of nuisance property issues a priority. As a result, the City has made great progress in addressing nuisance property related issues.

While many of the property owners and occupants contacted by the Police and Code Enforcement Departments about nuisance property issues take appropriate and reasonable actions, certain properties fail to adequately address the issues. Despite repeated service calls, these properties become chronic nuisance properties and negatively impact the surrounding neighborhood.

Given the on-going nuisance property issues, considerable City resources are spent responding to service calls from these properties. The chronic nuisance properties divert the City's resources from responding to other issues. The Repeat Nuisance Service Call Fee would allow the City to recoup the funds spent responding to these excessive service calls from the property owners or occupants of the subject properties.

The attached Resolution will establish Repeat Nuisance Service Call Fees as follows: A base fee for the first violation will be $250 plus the hourly costs of service, as determined by the Finance Director. A second violation within the same calendar year will result in a fee of $500 plus the hourly costs of service, as determined by the Finance Director. A third or more violation will result in a fee of $1,000 plus the hourly costs of service, as determined by the Finance Director.

Property owners and occupants cited by the City with a Repeat Nuisance Service Call Fee will have the opportunity to appeal their citation.

ATTACHMENT

Resolution No. 136-2014.

2362022.4

CITY OF RANCHO CORDOVA

RESOLUTION NO. 136-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING NEW FEES FOR REPEAT NUISANCE SERVICE CALLS

WHEREAS, the City of Rancho Cordova ("City") has made great strides in its prevention and enforcement of nuisance property issues; and

WHEREAS, despite these gains, repeat service calls to some properties within the City rise to a level that drains resources and inhibits the City's ability to serve other areas of the City; and

WHEREAS, on August 18, 2014, the City Council adopted Ordinance No. 22-2014, amending Chapter 16.18 of the City's Municipal Code to authorize the City to impose a Repeat Nuisance Service Call Fee on property owners or occupants of private property that is the subject or location of repeat nuisance service calls within thirty (30) days, ninety (90) days or twelve (12) months; and

WHEREAS, the adoption of Ordinance No. 22-2014 helps the City recover costs associated with excessive calls and strengthens the City's ability to protect the health and safety of its residents while providing a high level of service; and

WHEREAS, Ordinance No. 22-2014 provides that the fee amount is to be established by resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does establish a fee entitled "Repeat Nuisance Service Call Fee." Such fee shall be established as follows:

1. Base fee of $250, in addition to the hourly costs of service as approved by the Finance Director, for a property owner's or occupant's first violation.

2. Base fee of $500, in addition to the hourly costs of service as approved by the Finance Director, for a property owner's or occupant's second violation within one calendar year.

3. Base fee of $1,000, in addition to the hourly costs of service as approved by the Finance Director, for a property owner's or occupant's third or more violation within one calendar year.

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

2363717.2

MEMORANDUM

DATE: December 2, 2013

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: **SELECTION OF MAYOR AND VICE MAYOR**

RECOMMENDATION

That Council selects its next Mayor and Vice Mayor for 2014.

RESULT OF RECOMMENDED ACTION

Result of recommended action is that Council appoints its leadership officers, per Resolution No. 5-2004. The ceremonial seating of the new Mayor and new Vice Mayor will take place at the next Council Meeting on December 16th.

BACKGROUND

On January 5, 2004, the City Council adopted Resolution No. 5-2004 to set forth the Council policy that one of its members would be selected as Mayor and one of its members selected as Mayor Pro Tempore at the first regular City Council meeting in December. Subsequently, Council adopted Resolution No. 185-2004 changing to Vice Mayor designation from Mayor Pro Tempore.

ATTACHMENTS

1. Resolution No. 5-2004.
2. Resolution No. 185-2004.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 5-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA SELECTING DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT A MAYOR AND MAYOR PRO TEMPORE

RECITALS

WHEREAS, Government Code §36801 provides that the City Council shall select one of its members as mayor and one of its members as mayor pro tempore.

NOW, THEREFORE, the City Council of the City of Rancho Cordova resolves that the City Council shall select one of its members as Mayor and one of its members as Mayor Pro Tempore at the first regular City Council meeting in December.

ADOPTED, THIS 5th day of January, 2004 by the following vote:

AYES: Cooley, McGarvey, Sander, Budge, Roberts

NOES: None

ABSENT: None

ABSTENTIONS: None

APPROVED:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 185-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA , CALIFORNIA AMENDING RESOLUTION 31-2004 AND CHANGING THE DESIGNATION OF MAYOR PRO TEMPORE TO VICE MAYOR

WHEREAS, the City Council is desirous of changing the designation of "Mayor Pro Tempore" to "Vice Mayor."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova does hereby determine and order that:

1. Section 4 and 5 of Resolution No. 31-2003 is amended to replace the "Mayor Pro Tempore" designation with "Vice Mayor" and that

2. That references to "Mayor Pro Tempore" in Resolution No. 5-2004 are hereby amended to be "Vice Mayor."

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 6th day of December, 2004, by the following vote:

AYES: Skoglund, Sander, McGarvey, Cooley, Budge

NOES: None

ABSENT: None

ABSTAIN: None

Linda Budge, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and Council Members

FROM: Liisa Behrends, Sr. Accountant

SUBJECT: **AUTHORIZE EXECUTION OF AGREEMENTS WITH CALIFORNIA STATE BOARD OF EQUALIZATION**

RECOMMENDATION

Staff recommends adoption of Resolution No. 137-2014, authorizing the City Manager to execute agreements with the California State Board of Equalization (BOE) for implementation of the City's voter approved local transaction and use tax. These agreements are subject to review by the City Attorney's Office.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to enter into two agreements, subject to review from the City Attorney's Office, with the BOE for the preparation of the Tax and the administration of the Tax going forward. Both agreements are necessary to ensure the City begins collecting the Tax in a timely manner.

BACKGROUND

With the adoption of Resolution No. 98-2014 on July 21, 2014 the City placed Ordinance 21-2014 amending Chapter 3.05 of the City's Municipal Code to impose the supplemental transactions and use tax, on the November 4, 2014 ballot, subject to voter approval. Measure H (Ordinance 21-2014) was approved by a majority of the City of Rancho Cordova voters on November 4, 2014.

The BOE administers and collects the transactions and use taxes for all jurisdictions within the state and will be responsible for the administration and collection of Measure H. In order to allow the BOE to complete these tasks and prepare for the collection of the new tax beginning April 1, 2015, the BOE requires the passage of a resolution authorizing a City official to execute two required agreements:

1. Agreement for Preparation to Administer and Operate City's Transaction and Use Tax Ordinance.

2. Agreement for State Administration of City Transactions and Use Taxes.

Council approval of the attached resolution will enable staff to complete the required process to authorize the BOE to begin collection of the additional tax beginning April 1, 2014.

If the resolution is approved, the State Board of Equalization is permitted to charge preparatory costs not to exceed $175,000. Based on our City size, we expect actual charges will be well under $100,000. Once established, the BOE will charge an ongoing administration fee not to exceed 1.5% of the gross collections. (Revenue & Taxation Code Section 7273).

ATTACHMENT

Resolution No. 137-2014 including Exhibit A: Agreement for Preparation to Administer and Operate City's Transaction and Use Tax Ordinance and Exhibit B: Agreement for State Administration of City Transactions and Use Taxes.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

WHEREAS, on December 1, 2014, the City Council approved Ordinance No. 21-2014 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Board requires that the City Council authorize the agreements;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

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

EXHIBIT A

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Rancho Cordova, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879
Sacramento, California 94279-0032
Attention: Administrator, RAAS

Communications and notices to be sent to City shall be addressed to:

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

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF RANCHO CORDOVA

By _____
Brian S. Nakamura
City Manager

STATE BOARD OF EQUALIZATION

By _____
Brian Manuel, Administrator
Return Analysis & Allocation Section

(Rev. 11/14)

EXHIBIT B

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Rancho Cordova has adopted, and the voters of the City of Rancho Cordova (hereafter called "City" or "District") have approved by the required majority vote, the City of Rancho Cordova's Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 21-2014, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION OF CITY TAXES

A. **Administration.** The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

G. Records of the Board.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

H. Annexation. City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879
Sacramento, California 94279-0032
Attention: Administrator, RAAS

Communications and notices to be sent to the City shall be addressed to:

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

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2015 . This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.

2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the

rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF RANCHO CORDOVA

By _____
Brian S. Nakamura
City Manager

STATE BOARD OF EQUALIZATION

By _____
Brian Manuel, Administrator
Return Analysis & Allocation Section

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

WHEREAS, on November 4, 2014, voters in the City of Rancho Cordova approved Measure H, adopting Ordinance No. 21-2014 which amends the City Municipal Code and provides for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Board requires that the City Council authorize the agreements;

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

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

CITY OF RANCHO CORDOVA

RESOLUTION NO. 140-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO PAY FEES REQUIRED TO OBTAIN BUILDING PERMITS FOR THE MATHER VETERANS VILLAGE PROJECT IN ORDER TO MEET THE CALIFORNIA TAX CREDIT ASSOCIATION DEADLINES

WHEREAS, Council needs to take urgent action in order not to lose a complex financial transaction regarding the tax credits awarded to the Mather Veterans Village project, and;

WHEREAS, the December 15th, 2014 City Council Meeting will be held after the December 8th deadlines for the Tax Credits have passed, and;

WHEREAS, Tax Credit funded projects must meet strict deadlines by which Building Permits are obtained and a Notice to Proceed has been issued to the General Contractor in order to retain funding. The grant funds that were intended to pay these fees will not be available for draw until after the Tax Credit deadlines are passed, and;

WHEREAS, the City needs to pay fees to obtain the building permits on or before December 8th 2014, which costs will be reimbursable from the grant funds awarded to the project, and;

WHEREAS, the need for this action only came to the attention to the City after the agenda for the December 1st Council meeting was posted. The total costs of the fees, which are to be paid as combined payments, instead of the single estimates provided previously, were not available to the City staff until December 1st, 2014, after the agenda had been posted.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA The City Manager is authorized to pay development impact and permit fees for the Mather Veterans Village Project to the County of Sacramento, in an amount not to exceed $520,000 from the State Grant Fund (#2320).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of December, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dan Skoglund, Mayor

ATTEST:

_____
Mindy Cuppy, MMC, City Clerk

Electronic Cigarettes and Smoking Prohibitions

Update on Implementation of
Recent Smoking Ordinances
E-Cigarettes 9-2014
Smoking 13-2014







December 1, 2014

AGENDA ITEM

Update on Implementation of Recent Smoking Ordinance

E-Cigarettes 9-2014 and Smoking 13-2014

- **E-Cigarette Ordinance effective 5/21/14**
  - Focused
  - Added a definition of e-cigarette
  - Updated definitions of smoke and smoking to include e-cigarettes
- **Smoking Ordinance effective 7/1/14**
  - Comprehensive
  - Additional regulation/prohibition of smoking in:
    - Certain outdoor areas such as where food is served
    - Parks and recreation areas
    - Where the public is waiting for service (ATM's, ticket lines, bus and rail stops)
    - Multi-family residential property indoor common areas





Update on Implementation of Recent Smoking Ordinance

* Staff in City Attorney's Office collaborated with staff in PD, Code and ED in August and September on ideas, but efforts stalled.
* Current plans for implementation are:
  * City Manager has approved funding for new signs that can be posted permanently in a limited number of selected locations and temporarily at major events. (December to March.)
  * City Manager's office has met with CRPD, working through initial questions and reservations to agree on appropriate signage for parks and recreation areas. (December to March.)
  * Partnering with the Chamber on a letter/flyer and window cling signs for restaurants. (December and January.)

Update on Implementation of Recent Smoking Ordinance

* Targeted visits by Code Enforcement to the businesses most affected (restaurants, casino, hotels, multi-family residential properties); provide an information sheet and the code to these visits. (January to March.)
* Partnering with the Finance Department to provide an information sheet and the City code to all new business license recipients, including multi-family rental businesses. (December and January.)
* Request and information to Rental Housing Association to work with affected property managers. (January.)
* PIO blast on social media, Nextdoor, Twitter, etc. PIO reminder in Grapevine and City news. (December to March.)

Major Development Projects Update

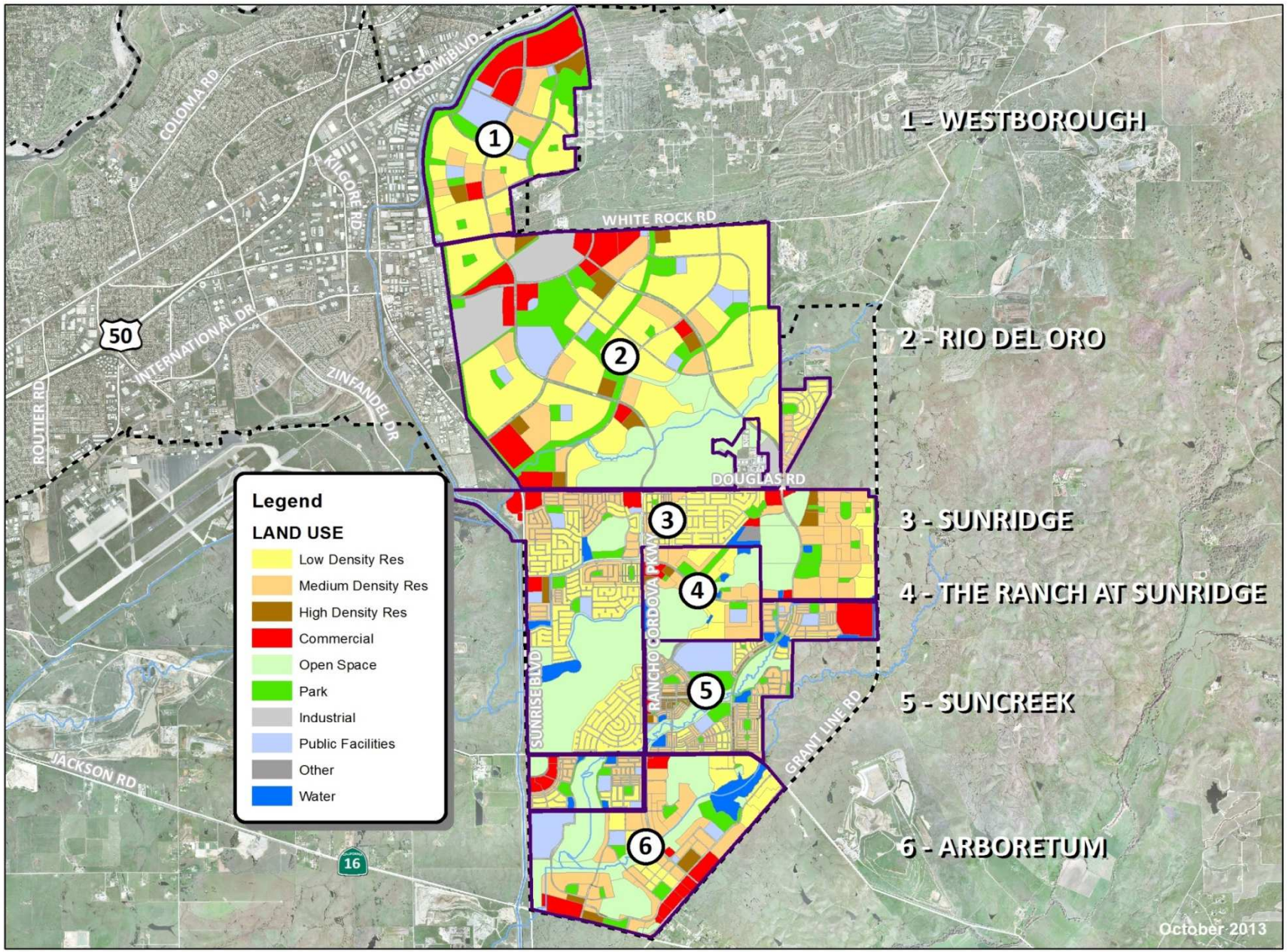
Rancho Cordova City Council

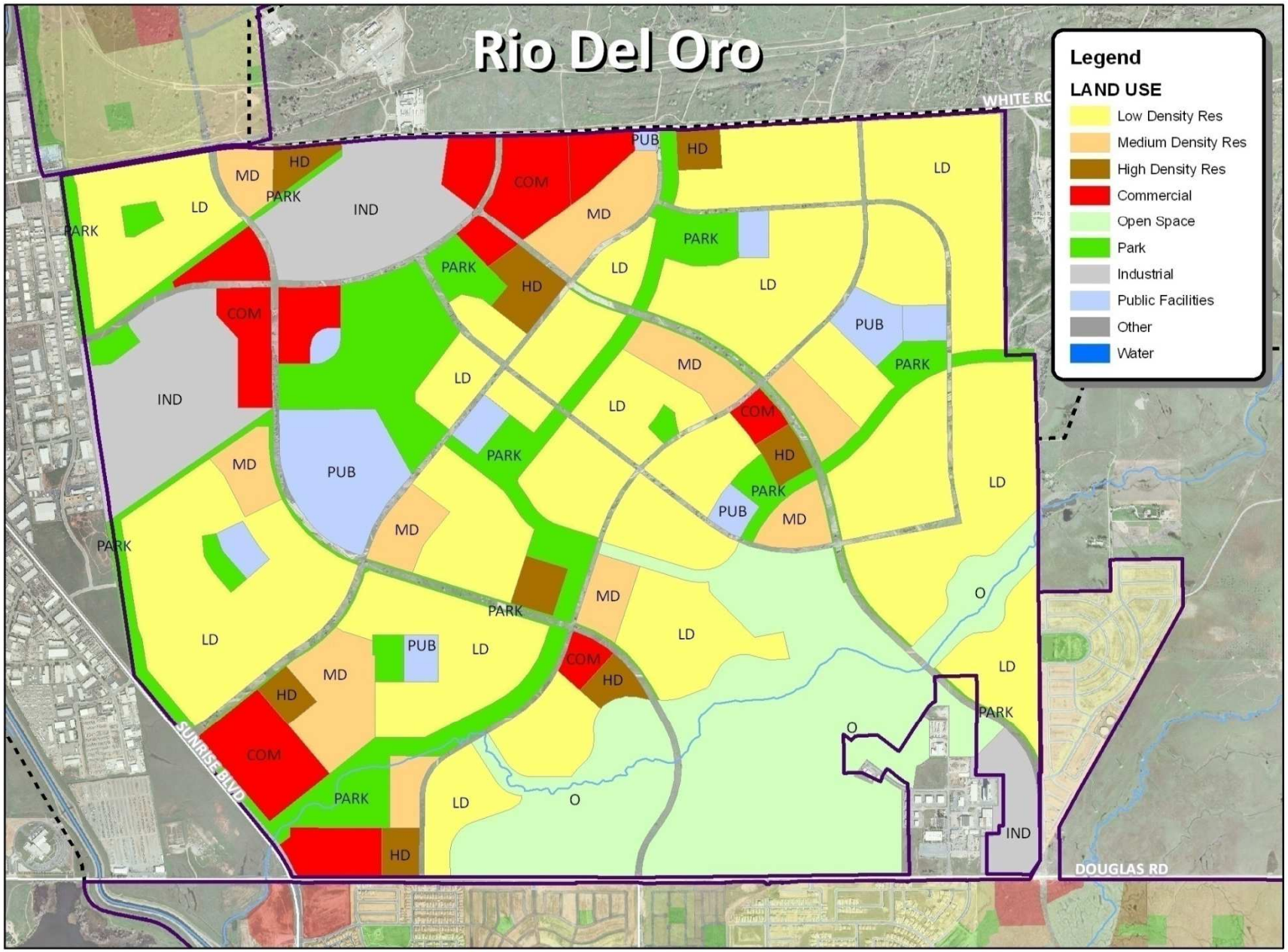
Paul Junker, Planning Director

December 1, 2014

a fresh take. RANCHO CORDOVA CALIFORNIA

aFreshTake.org

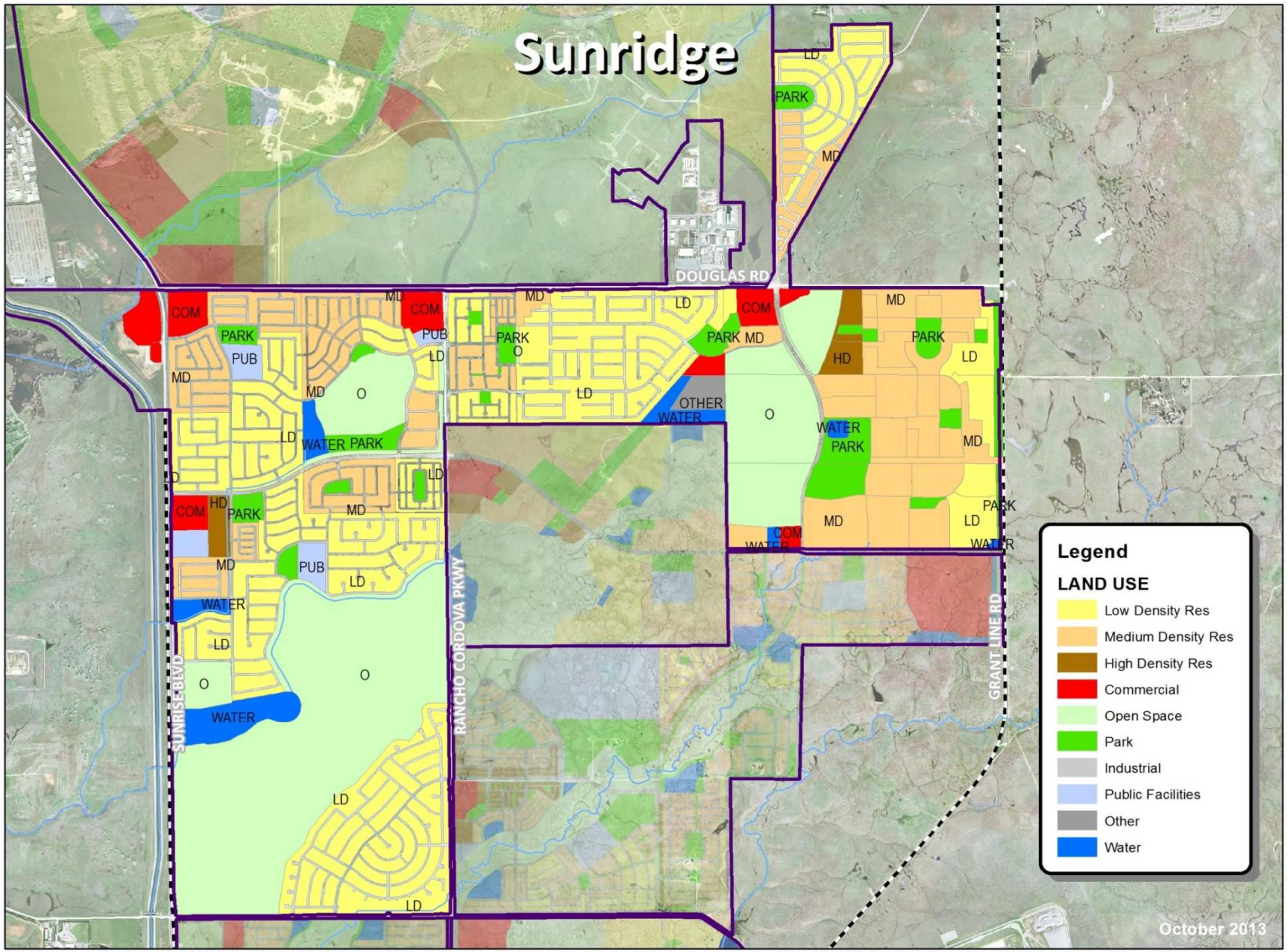

1 - WESTBOROUGH
2 - RIO DEL ORO
3 - SUNRIDGE
4 - THE RANCH AT SUNRIDGE
5 - SUNCREEK
6 - ARBORETUM
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water
WHITE ROCK RD
DOUGLAS RD
FOLSOM BLVD
COLOMA RD
KILGORE RD
INTERNATIONAL DR
ZINFANDEL DR
ROUTIER RD
50
SUNRISE BLVD
RANCHO CORDOVA PKWY
GRANT LINE RD
JACKSON RD
16
October 2013


Rio Del Oro
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water
WHITE RD
SUNRISE BLVD
DOUGLAS RD
LD
MD
HD
COM
IND
PUB
PARK
O

Rio Del Oro

- Project Data:
  - 3,829 acres total/12,189 residential units
  - 1,948 residential acres, 157 commercial acres
  - Parks, open space, schools
- Major Issues:
  - Needed to increase HDR density = RESOLVED
  - Analysis of Community Park Design/ Community Event Space = IN PROCESS
  - Affordable Housing Plan agreement = IN PROCESS
- Anticipated Timeline: to Council in early 2015

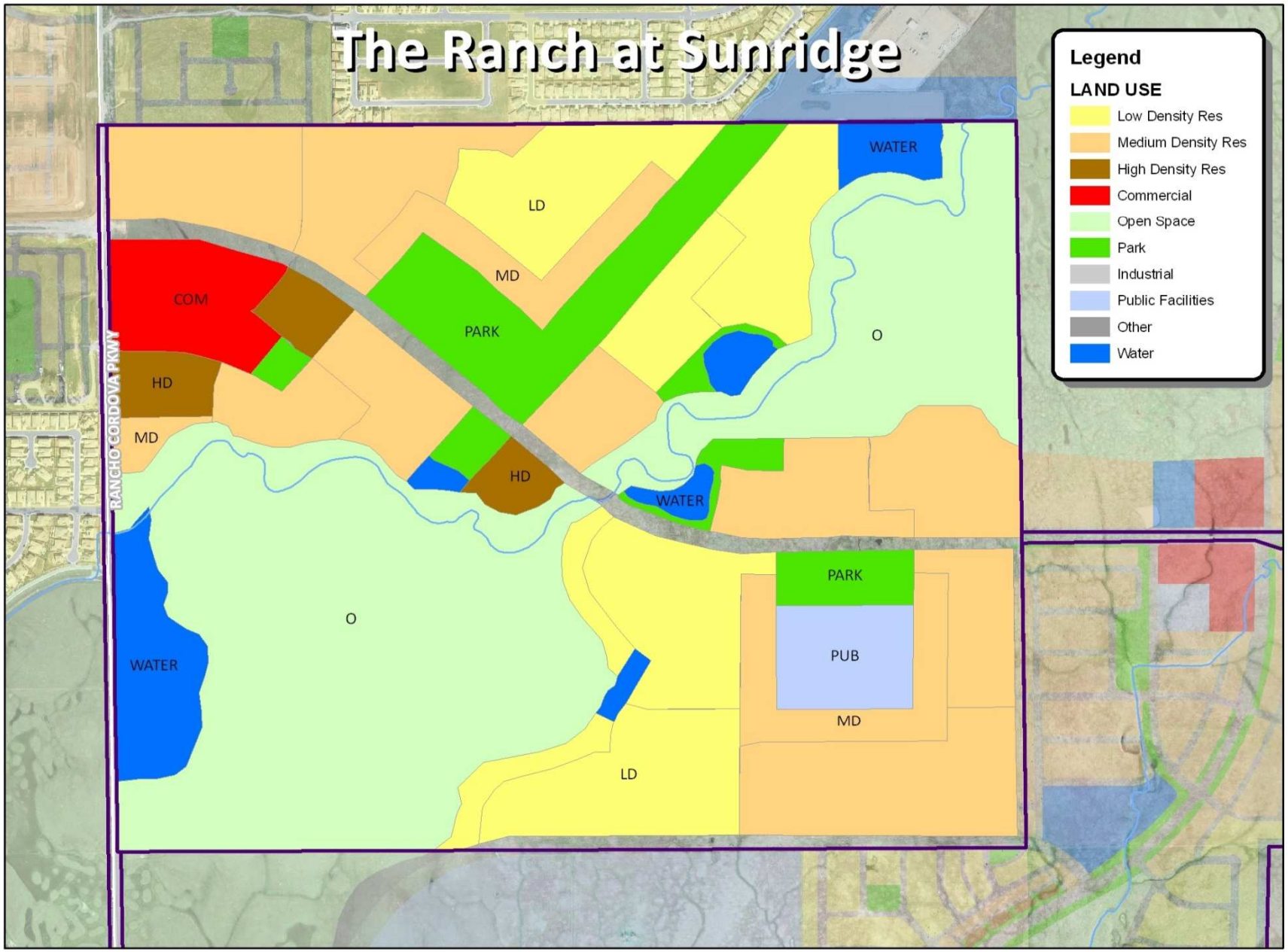
AGENDA ITEM
608


Sunridge
DOUGLAS RD
SUNRISE BLVD
RANCHO CORDOVA PKWY
GRANT LINE RD
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water
October 2013

AGENDA ITEM

Sunridge

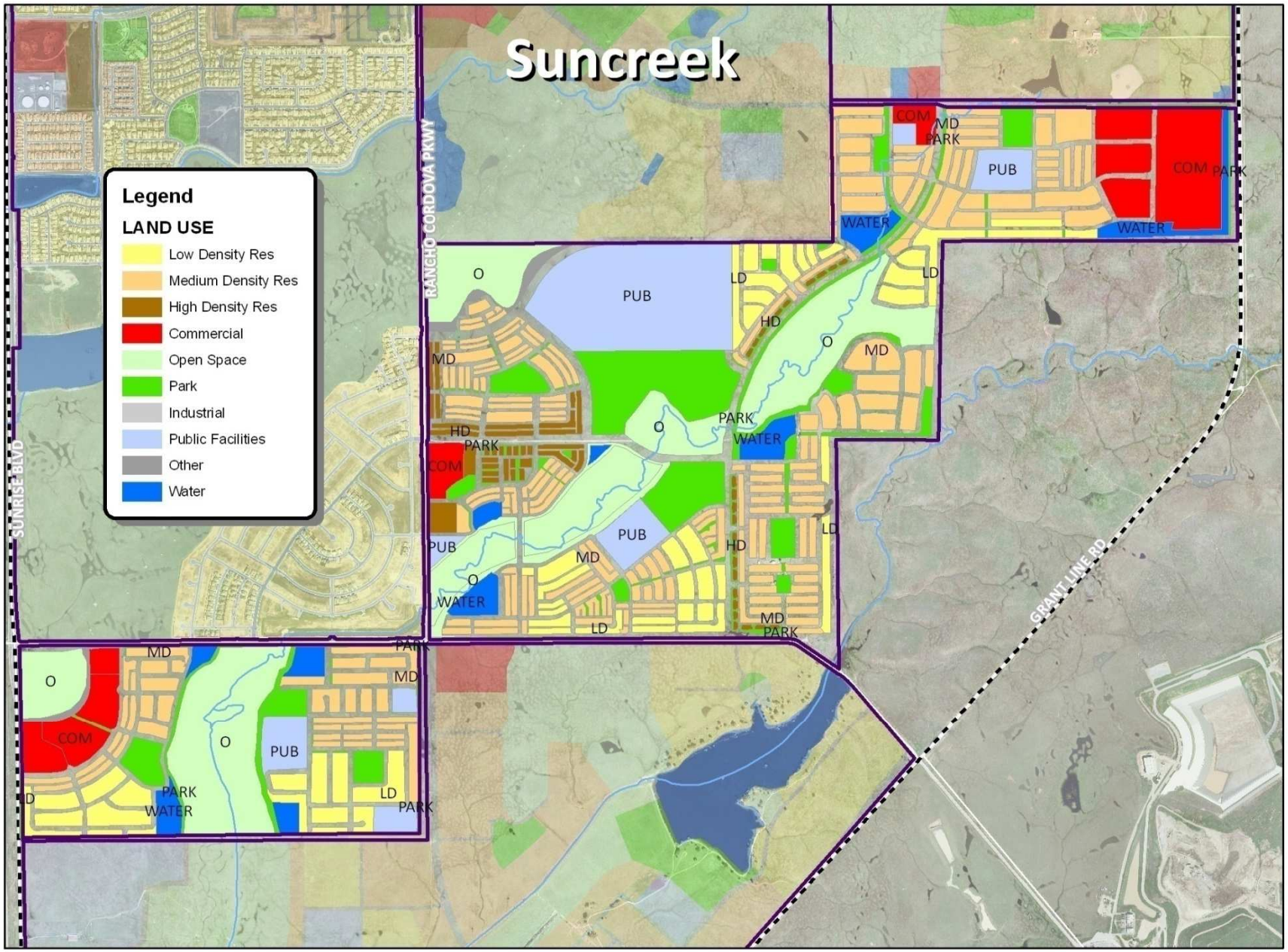
- Project Data:
  - Substantially built out
  - Amended projects have included Arista del Sol, Douglas 98, Montelena, Lot J, and Anatolia IV
  - Amendments to Grant Line 208, Douglas 103 forthcoming
  - Design Review for North Douglas is forthcoming
- Anticipated Timeline: to Council in early 2015


The Ranch at Sunridge
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water
LD
MD
COM
PARK
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PUB
WATER
MD
LD

The Ranch

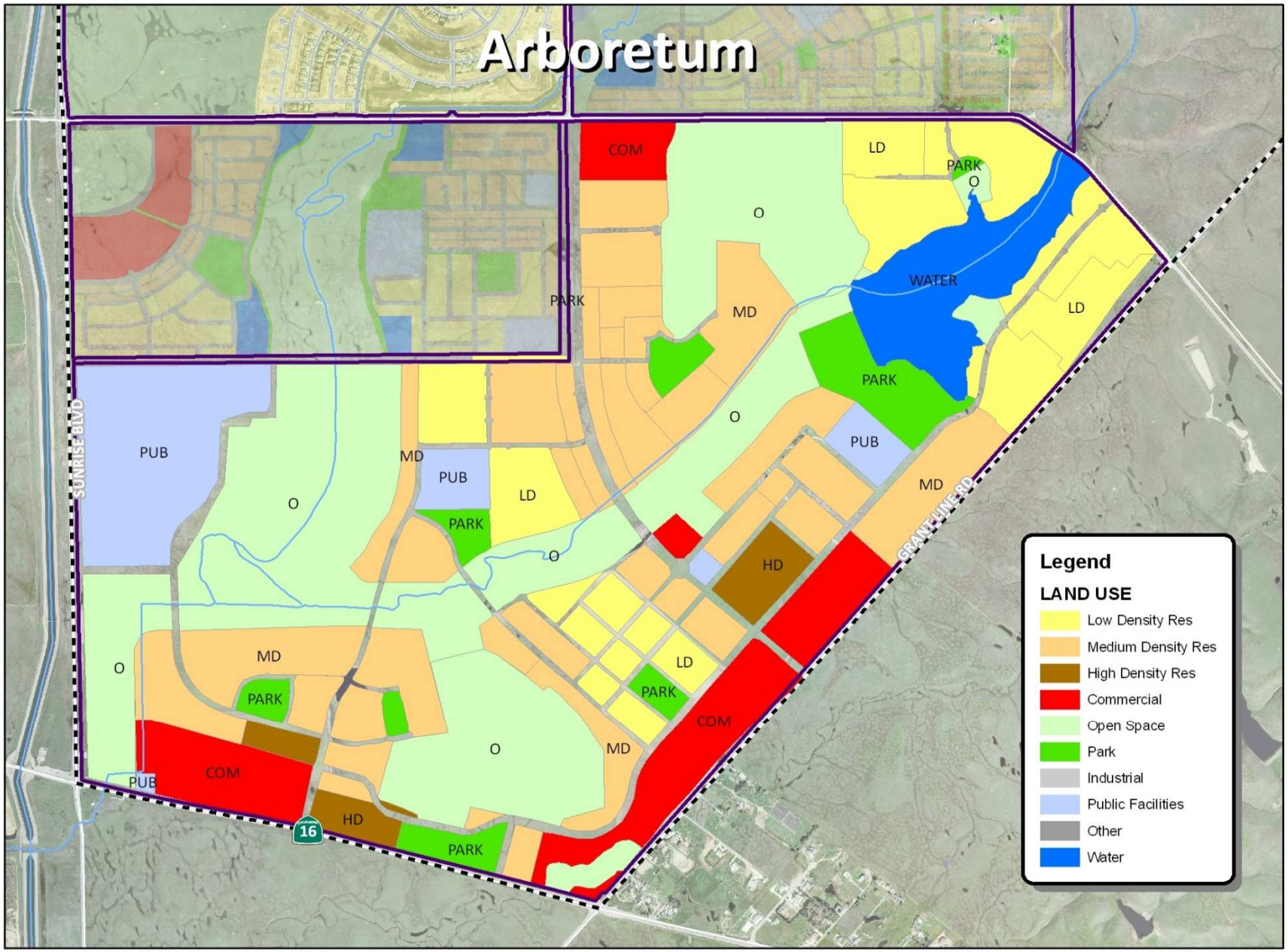
- Project Data:
  - 530 acres total
  - Conceptual land plan: 1,610 residential units, parks, schools, preserved areas, commercial
- Major Issues:
  - City's first gated community = UNRESOLVED
  - Use and access to land under transmission lines = UNRESOLVED
- Project status: Not currently active

AGENDA ITEM
612


Suncreek
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water
SUNRISE BLVD
RANCHO CORDOVA PKWY
GRANT LINE RD
COM
MD
PARK
PUB
WATER
LD
HD
O

Suncreek

- Project Data:
  - 1,265 acres total/4,893 residential units
  - 589 residential acres, 80 commercial acres
  - Parks, open space, schools
- Major Issues:
  - None at this time
- Next Steps:
  - Completion of Land Equalization = IN PROCESS
  - Shalako Large Lot TSM = Anticipated to Council in early 2015


Arboretum
SUNRISE BLVD
GRANT LINE RD
COM
LD
PARK
O
WATER
MD
PUB
HD
16
Legend
LAND USE
Low Density Res
Medium Density Res
High Density Res
Commercial
Open Space
Park
Industrial
Public Facilities
Other
Water

Arboretum

- Project Data:
  - 1,350 acres total/4,717 residential units
  - 510 residential acres, 113 commercial/office acres
  - Parks, open space, schools
- Major Issues:
  - SSHCP coordination= IN PROCESS
  - Affordable Housing Plan agreement = NOT YET STARTED
- Anticipated Timeline: to Council in mid-2015