



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

Monday, November 19, 2012

5:30 PM – Regular Meeting

6:30 PM – Special Meeting

AGENDA

David Sander, Mayor

Linda Budge, Vice Mayor

Ken Cooley, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member



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

City Council Regular Mtg

~~CANCELLED MTG~~

City Council Special Mtg

~~CANCELLED MTG~~

CITY HALL CLOSED

2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

CITY HALL CLOSURE DATES

Mon, Jan 2 - Day After New Year's Day
Mon, Jan 16 - Martin Luther King Jr. Day
Fri, Feb 17 - Furlough Day
Mon, Feb 20 - President's Day
Fri, Apr 6 - Furlough Day
Mon, May 28 - Memorial Day
Wed, Jul 4 - Independence Day
Mon, Sep 3 - Labor Day
Mon, Nov 12 - Veterans Day
Thu, Nov 22 - Thanksgiving Day
Fri, Nov 23 - Day After Thanksgiving Day
Mon, Dec 24 - Christmas Eve
Tue, Dec 25 - Christmas Day
Wed, Dec 26 - Mon, Dec 31 Winter Break

2013 - Proposed

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CITY HALL CLOSURE DATES

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

2014 - Proposed

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29



**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 19, 2012

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

**6:30 PM – Special Meeting
American River Community Room North**

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

The Mayor will call someone in attendance to give the invocation.

5. OPEN SESSION - REPORT FROM CLOSED SESSION

5.1 City Attorney Adam Lindgren will report on action taken in closed session.

6. PRESENTATIONS

6.1 Presentation by Eppie Johnson Regarding Eppie's Great Race 2012.

- 6.2 Update on Rancho Cordova Historical Society by Craig Osborn.
- 6.3 Introduction of New City Employees: Scott Parks and Patrick Mauch by Neighborhood Services Manager, Kerry Simpson.
- 6.4 Recognition of Mayor Sander's Birthday on November 25.

7. 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.

8. COUNCIL REPORTS

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of:
a) November 5, 2012 Special and Regular Meeting; and
b) November 13, 2012 Special Meeting / Closed Session.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Quarterly Treasurer's Report
Recommendation: Receive and file report.
Result of Recommended Action: This report provides Council with information concerning the City's investment portfolio. This report will meet requirements as provided by state law.
Staff Report: Donna Silva, Finance Department
Advances Goal:
- 9.3 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Amendment with Mark Thomas & Company to Increase the Contract Value a Total of \$150,000 for Engineering Services Provided for the Folsom Boulevard Improvement Project
Recommendation: Adopt Resolution No. 105-2012.
Adoption of this resolution will authorize the City Manager to execute a contract amendment for engineering services with Mark Thomas & Company to increase the contract value a total of \$150,000 from \$2,432,186 to \$2,582,186.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 5, and 6.
- 9.4 **Subject:** Resolution Amending the Construction Permit Fee Schedule to Revise Permit Fees for Photovoltaic Solar Systems
Recommendation: Adopt Resolution No. 106-2012.
Result of Recommended Action: Adoption of this resolution will revise the fee

schedule for construction permits, typically referred to as building permits, to adjust the rates to meet new State requirements as outlined in Senate Bill 1222, for photovoltaic (PV) energy systems for non-residential projects.

Staff Report: Cyrus Abhar, Building Department

Advances Goals: 1 and 5.

- 9.5 **Subject:** Resolution Authorizing the Issuance of Special Tax Refunding Bonds for and on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 and Approving the Documents and Actions Necessary to Complete the Refunding Process

Recommendation: Adopt Resolution No. 107-2012.

Result of Recommended Action: Adoption of this resolution will allow the City to refinance the 2003 Bond Series in Community Facilities District 2003-1 at a lower interest rate, providing potential future savings and/or additional funding for additional amenities to the property owners within the district.

Staff Report: Donna Silva, Finance Department

Advances Goal: 5.

- 9.6 **Subject:** Repeal of Resolution No. 96-2012 and Adoption of a New Resolution Authorizing the City Manager to Approve Future Change Orders in the Amount of \$170,000 with Douglas Veerkamp General Engineering Increasing the Total Contract Value to \$4,936,984

Recommendation: Repeal Resolution No. 96-2012 and adopt Resolution No. 108-2012.

Result of Recommended Action: Resolution No. 96-2012 will be nullified and replaced with newly adopted Resolution No. 108-2012 to clarify the total contract value.

Staff Report: Cyrus Abhar, Public Works Department

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

- 9.7 **Subject:** Resolution Approving a Supplemental Contribution to the City Manager's Existing 401(a) Plan

Recommendation: Adopt Resolution No. 110-2012.

Result of Recommended Action: Adoption of this resolution will result in a supplemental contribution to the City Manager's 401(a) plan in the amount of \$4,748.50. This amount is within the annual limit as established by the IRS and allowed under his existing contract.

Staff Report: Adam U. Lindgren, City Attorney's Office

Advances Goals: 2 and 6.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** Woodside Homes (Sunridge Park, Village 1B & 11B) Residential Design Review; Project No. DD7663 - Located at Sunridge Park Subdivision, East of Rancho Cordova Parkway and South of Douglas Road

Recommendation: Adopt Resolution No. 109-2012.

Result of Recommended Action: Adoption of this resolution will allow the applicant to continue to build a marketable home plan for the Bella Brisas production line. These units are slightly larger than the original 2004 approvals prior to the recession; and a small increment larger than the 2009 amended plans that ranged from 1,451 to 2,235 square feet.

Staff Report: William Campbell, Planning Department

Advances Goals: 1 and 2.

GROWING STRONG NEIGHBORHOODS

- 10.2 **Subject:** Electric Fence Zoning Code Amendment - Project No. DD7552
Recommendation: Waive the first reading and introduce Ordinance No. 18-2012.
Result of Recommended Action: Approval of the Zoning Code Amendment establishes a by-right or Administrative Use Permit requirement and development standards for the installation of electric fences within certain specified circumstances within the City limits.
Staff Report: Jessica Jordan, Planning Department
Advances Goals: 1 and 2.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

NONE.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. CITY MANAGER'S REPORT

Election Update

Police Department Update to Council

15. ADJOURNMENT / CELEBRATORY BREAK

Council will adjourn the regular meeting to closed session in the Community Board Room and take a brief celebratory break in recognition of Mayor Sander's birthday on November 25.

16. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

17. CLOSED SESSION

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

Conference with real property negotiators (Government Code Section 54956.8)

- 10259 Folsom Boulevard, APN: 076-0213-003 thru 5; and
- 10235 Folsom Boulevard, APN: 076-0213-011 and 012

COUNCIL ACTING AS THE SUCCESSOR AGENCY

18. OPEN SESSION - REPORT FROM CLOSED SESSION

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

19. ADJOURNMENT

Mayor Sander will adjourn the closed session to the special meeting in the American River Community Room North.

20. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

21. 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.

22. SPECIAL MEETING ITEM

- 22.1 **Subject:** City / BIA Facilitation Process - Transportation Improvements and Transportation Development Impact Fees

23. 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.cityofranhocordova.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	
Thursday and Friday, November 22-23, 2012	THANKSGIVING HOLIDAY – CITY HALL CLOSED
<i>Monday, December 3, 2012</i>	<i>4:00 p.m. Special Meeting/Work Session – TBD 5:30 p.m. Regular Meeting</i>
<i>Tuesday, December 11, 2012</i>	<i>5:30 p.m. Special Meeting/Work Session – TBD</i>
<i>Monday, December 17, 2012</i>	<i>5:30 p.m. Regular Meeting</i>
Monday and Tuesday December 24 -25, 2012	CHRISTMAS EVE AND CHRISTMAS DAY – CITY HALL CLOSED
Wednesday through Monday, December 26 - 31, 2012	WINTER BREAK – CITY HALL CLOSED

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

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

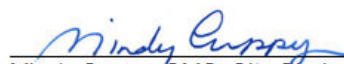
The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, November 19, 2012 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on November 15, 2012 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed November 15, 2012 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, November 05, 2012

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

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the American River Community Room North at 4:12 PM.

2. PUBLIC COMMENT

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

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Chinn, Haven, Jordan, Junker, Runner

3. SPECIAL MEETING ITEM

3.1 **Subject:** Preliminary Discussion of Extra Mile Retail Store Design Review - Project No. DD7529

Recommendation: Consider staff's presentation and discuss the issues and concerns related to the project.

Result of Recommended Action: This briefing will assist with identifying key issues and concerns related to the project and will assist staff and the applicant in moving forward with the project review process.

Staff Report: Paul Junker and Jessica Jordan, Planning Department

Advances Goals: 1, 2, and 6.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT OF STUDY SESSION

Mayor Sander adjourned the special meeting to the regular meeting in the David B. Roberts Council Chambers at 5:09 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:35 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Cuppy, Kellerman, Abhar, Chinn, Hadley, Holt, Jordan, Junker, McCoy, Peterson, Richeal, Simpson, Silva, Sparkman, Snipes, Haven, Ulm, Wassom

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

Boys Scout Webelos Den Pack 305 led the pledge.

8. INVOCATION

Mark Cooper, Sacramento Law Enforcement Chaplaincy gave the invocation.

9. PRESENTATIONS

9.1 Council Member McGarvey presented proclamation to Division 75 CalRTA President, Sandy Edwards, Area III Director, Pat Boyd, and Communications Chair, Kathy Wilkinson-Houser in recognition of California Retired Teachers Week, November 4-10, 2012.



- 9.2 Cordova High School PTSA President Sheryl Longworth presented on Cordova High School Sober Grad.
- 9.3 City Volunteer Coordinator, Lorianne Ulm presented on and introduced City Volunteers.

10. PUBLIC COMMENT

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

- Rabieb and Arthur Sainz regarding closed room massage in salon

Mayor Sander closed the public comment period.

11. COUNCIL REPORTS

Council reported on events since the last meeting.

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve by Budge second by Skoglund; Council approved the Consent Calendar with the exception of Agenda Items 12.4 and 12.8, which were pulled for a separate discussion and motions.
Carried by a 5:0 roll call vote.

12.1 **Subject:** Meeting Minutes of:

- a) October 15, 2012 Regular Meeting; and
- b) October 18, 2012 Special Meeting.

Recommendation: Adopt Minutes.

12.2 **Subject:** Resolution Authorizing the City Manager to Award A Three Year Consulting Services Contract to KASL Consulting Engineers, Inc for On-Call Civil Engineering and Surveying Services in an Amount of \$300,000

Recommendation: Adopt Resolution No. 97-2012.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with KASL Consulting Engineers, Inc. in the amount of \$300,000 for on-call civil engineering and surveying services.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1 and 5.

12.3 **Subject:** Resolution Awarding Construction Contract to Breneman, Inc. for the Zinfandel Drive and Folsom Boulevard Intersection Improvements Project in an amount of \$230,277

Recommendation: Adopt Resolution No. 98-2012.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract with the lowest responsive bidder, Breneman, Inc, in the amount of \$230,277 for the construction of the Zinfandel Drive and Folsom Boulevard Intersection Improvements. These improvements will bridge the City's project to install sidewalks on Zinfandel Drive, and the frontage improvements for the Walgreens Development project that is currently under construction.

Staff Report: Cyrus Abhar, Public Works Department

Advances Goals: 1, 2, and 5.



- 12.5 **Subject:** Resolution Authorizing the City Manager to Execute a Contract Amendment for Construction Management Services with Quincy Engineering, Inc. to Extend the Contract Duration and Increase the Contract Value a Total of \$4,000
Recommendation: Adopt Resolution No. 100-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a contract amendment for construction management services with Quincy Engineering, Inc. to extend the contract duration to January 31, 2013 and increase the contract value a total of \$4,000 from \$1,165,420 to \$1,169,420
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 5, and 6.
- 12.6 **Subject:** Resolution Authorizing Execution of Amendments to Credit/Reimbursement Agreements with Sunridge Anatolia LLC for Anatolia I Major Roads
Recommendation: Adopt Resolution No. 101-2012.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute amendments to four Credit/Reimbursement Agreements with Sunridge Anatolia LLC (the Developer) to allow the release of progress payments for costs covered by the agreements.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.
- 12.7 **Subject:** Resolution Authorizing the City Manager to Execute a Professional Services Agreement with BakerCrew Consulting in the Amount of \$580,0000
Recommendation: Adopt Resolution No. 102-2012.
Result of Recommended Action: Adoption of this resolution will allow BakerCrew Consulting, Inc. to perform an upgrade from Hansen 7 to Hansen 8 in order to make existing Hansen systems more efficient for the following departments: Code Enforcement, Planning, Projects Use Permits, Building, Cashiering, Asset Management, Dynamic Portal (Building Permits and Business License).
Staff Report: Jay Hadley, Information Technology Department
Advances Goals:
- 12.4 **Subject:** Resolution Authorizing Contract Extension with Regional Transit for Shuttle Services
Recommendation: Adopt Resolution No. 99-2012.
Result of Recommended Action: Adoption of this resolution would provide the City Manager the financial authority to exercise one or more contract extensions with Sacramento Regional Transit for the continued operation of the CordoVan shuttle.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.
- ACTION:** Motion to approve by McGarvey second by Skoglund; Council directed staff to modify Resolution No. 99-2012 to authorize the City Manager to execute two one-year contract extensions with Regional Transit for shuttle services beginning on July 1, 2012 and ending on June 30, 2014 and directed staff to bring back new proposals at the beginning of the year in 2014.
Carried by a 5:0 roll call vote.

- 12.8 **Subject:** Resolution Approving the City Compensation Plan
Recommendation: Adopt Resolution No. 103-2012.
Result of Recommended Action: Recent amendments to section 571 of the California Code of Regulation requires the City Council to approve the City Compensation Plan ("the plan"). The plan establishes parameters in which the City Manager may authorize revisions to the Compensation Plan during the fiscal year to allow continued efficiency in managing the City workforce. There is no cost to the City associated with this resolution.
Staff Report: Stacey Peterson, Human Resources Department
Advances Goal: 5.

ACTION: Motion to approve by Budge second by McGarvey; Council adopted Resolution No. 103-2012.
 Carried by a 4:0 roll call vote. (Cooley abstained)

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve by Budge second by Skoglund; Council approved the Consent Public Hearing.
 Carried by a 5:0 roll call vote.

- 13.1 **Subject:** Lennar Homes of California (Anatolia III Village 19 and 24) Residential Design Review; Project No. DD7661 - Located at Kavala Ranch Subdivision (Anatolia III), east of Sunrise Boulevard and north of Keifer Road
Recommendation: Adopt Resolution No. 104-2012.
Result of Recommended Action: Adoption of this resolution will allow the applicant to proceed with the development of the presented design package, which proposes three single story and one two story medium sized homes (2,616 to 2,982 square feet) with consistent designs that should blend well with the existing homes in the Kavala Ranch development. The proposed plans are consistent with the City's adopted Design Guidelines and are consistent with the high quality of the other Lennar Home developments.
Staff Report: William Campbell, Planning Department
Advances Goals: 1 and 2.
GROWING STRONG NEIGHBORHOODS

- 13.2 **Subject:** Resolution of Intent to Grant a Water Franchise to the Golden State Water Company
Recommendation: Adopt Resolution No. 105-2012.
Result of Recommended Action: Passage of this resolution will, as required by state law, announce the intention of the City of Rancho Cordova to grant a water franchise to the Golden State Water Company for purposes of operating and maintaining water pipelines within the City's rights-of-way. The resolution will also set a public hearing date for consideration of the terms of the franchise.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goal: 5.

14. PUBLIC HEARING ITEMS

NONE.

At this point Mayor Sander reordered the agenda to take up Agenda Item 15.2 prior to 15.1.

15. REGULAR CALENDAR ITEMS

15.2 **Subject:** Discussion Regarding Electrified Fence Zoning Code Amendment - Project No. DD7552 (Continued from September 17, 2012)

Recommendation: Consider staff's presentation and provide direction relating to amending the Zoning Code provisions related to electrified fences.

Result of Recommended Action: This briefing will provide follow up information to and assist with resolving key issues with the City Council related to a request to amend the City's Zoning Code.

Staff Report: Jessica Jordan, Planning Department

Advances Goals: 2 and 4.

ACTION: Discussion item only; no action taken.

15.1 **Subject:** 2013 Legislative Priorities

Recommendation: Provide direction to staff for Fiscal Year (FY) 2014 funding requests, and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 9-13, 2013 in Washington, D.C.; also, receive update on City's Legislative Program and provide direction about the 2013 program.

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

Staff Report: Troy Holt, City Manager's Office

Advances Goals: 1 through 6.

ACTION: Discussion item only; no action taken.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

17. CITY MANAGER'S REPORT

An Ad-hoc subcommittee for design review of the Entertainment Center was created and both Vice Mayor Budge and Council Member McGarvey were appointed.

Administrative Services: Human Resources, Information Technology and Finance Department reported on the following:

- Great places to work (Best Small and Medium Places 2012 Fortune Magazine)
- HR program awards
- Sacramento Workplace Excellence Leader Awards
- Electronic files



- Cost savings
- Finance awards
- Electronic timesheets
- Virtual desktops
- Microsoft Linc 2010 (Internal quick chat)
- Facility Wizard Software
- Dual monitors
- Sire Technologies (public portal on website)
- Electronic plan review and Active review
- Agenda to go for iPads
- My City Hall mobile app
- Wireless connectivity

18. ADJOURNMENT

Mayor Sander adjourned the regular meeting to closed session in the Community Board room at 8:45 PM.

19. CLOSED SESSION – CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order in the Community Board room at 8:55 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Abhar, Chinn, Junker

20. CLOSED SESSION

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

Conference with legal counsel, anticipated litigation (Government Code Section 54956.9 (b)), one (1) potential case

21. OPEN SESSION – REPORT OUT FROM CLOSED SESSION

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

22. ADJOURNMENT

Mayor Sander adjourned the closed session at 9:50 PM.

Mindy Cuppy, CMC, City Clerk





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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, November 13, 2012

**5:30 PM – Special Meeting
Titan Conference Room**

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Titan room at 6:03 PM.

Council Members Present: McGarvey, Skoglund, Budge, Sander

Council Members Absent: Cooley

Staff Members Present: Gaebler, Lindgren, Leitner

2. CLOSED SESSION

Review and Development of City Manager and Departments. (Government Code 54957)

3. OPEN SESSION - REPORT FROM CLOSED SESSION

Council conducted and concluded the City Manager's performance evaluation. 2012 was one of the City Manager's best years. Overall, his performance was outstanding.

Council directed that he receive 9% of Base Salary under Section II.A.2. of his contract.

Council also directed that an item be placed on the next agenda for consideration of a supplemental 2% contribution to the City Manager's 401(a) Plan.

4. ADJOURNMENT

Mayor Sander adjourned the special meeting at 10:54 PM.

Mindy Cuppy, CMC, City Clerk

DRAFT

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: TREASURER'S REPORT – SEPTEMBER 30, 2012

RECOMMENDATION

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

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

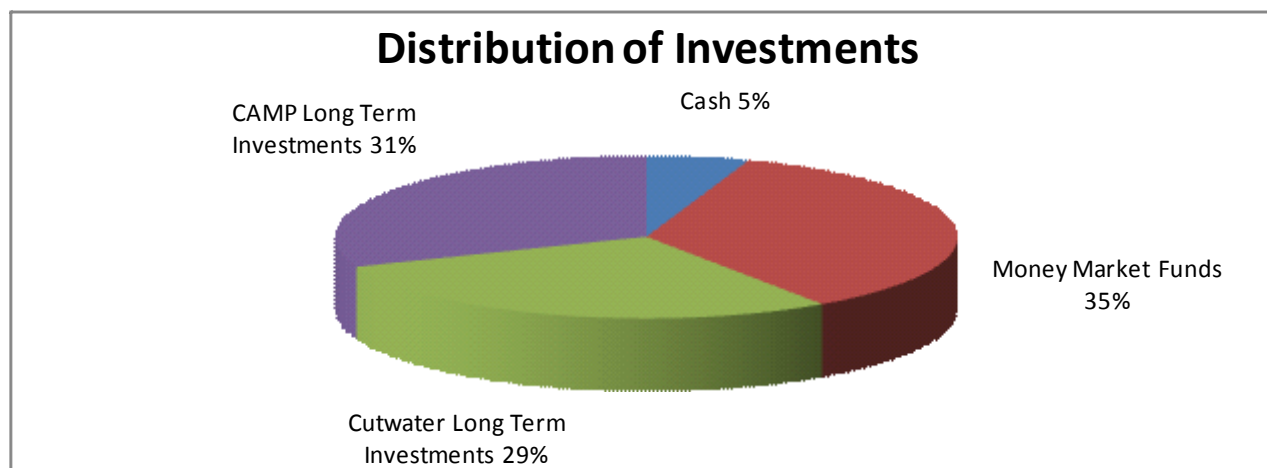
Attached is the quarterly Treasurer's report for the period ending September 30, 2012. Treasurer's reports are provided to Council on a quarterly basis.

At June 30, 2012, the current value of the City's total portfolio was \$90 million. Since that time, the balances decreased by \$8 million with an ending balance of \$82 million as of September 30, 2012. Of that, the General Fund Cash and Investments balance was \$14 million. Cash and short-term investments decreased by \$8 million and long-term investments remained constant. The overall portfolio is well diversified with \$49 million invested in marketable securities. \$29 million is invested in short-term investments that are considered liquid (money markets). The remainder consists of \$4 million on deposit with our banks and \$5,529 is invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. At September 30, 2012, interest rates at Local Agency Investment Fund (LAIF) decreased slightly to .35% from the June 30, 2012 amount of .36% and rates at California Asset Management Program (CAMP) remained the same at .24%.

The decrease in cash and investment balances, as noted in the above paragraph, is typical for this time of the year. We received our final 11/12 property tax distribution in July. Cash is expected to decline until our next property tax installment is received in January 2013.

Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in S & P rated AA+ securities and U.S. Treasury Notes. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

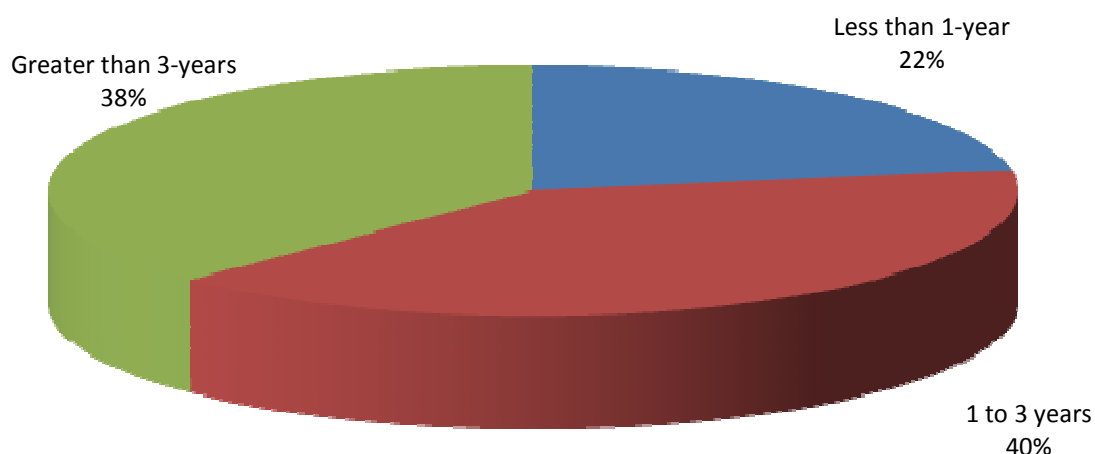
The distributions of investments are displayed in the following chart:



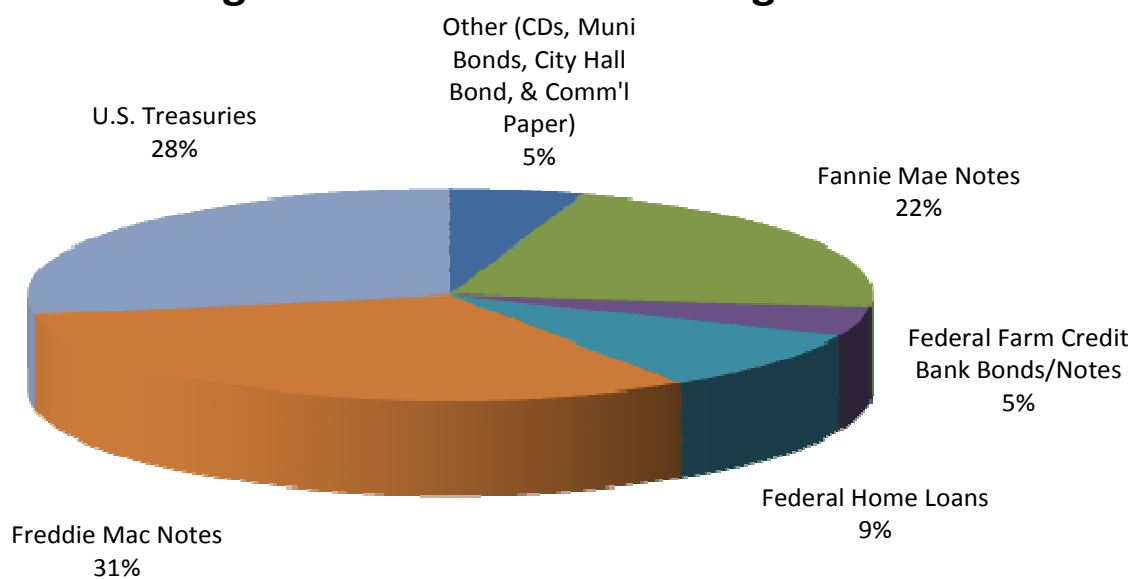
Analysis of the long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1 year	\$ 10,795,000	\$ 10,896,726	22.41%
1 to 3 years	18,955,000	19,454,349	40.01%
Greater than 3 years	17,995,000	18,274,511	37.58%
	<u>\$ 47,745,000</u>	<u>\$ 48,625,586</u>	100.00%

Long Term Investments - Time Period



Long Term Investments - Categories



ATTACHMENT

Treasurer's Report for September 30, 2012

CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
September 30, 2012

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	4,330,449	4,330,449	4,330,449	n.a.
Bank of Sacramento	49,789	49,789	49,789	n.a.
	<u>4,380,238</u>	<u>4,380,238</u>	<u>4,380,238</u>	
Money Market Funds				
Wells Fargo Adv Treasury Plus MMF (MBIA)	227,324	227,324	227,324	n.a.
Local Agency Investment Fund (LAIF)	9,167,165	9,167,165	9,167,165	n.a.
California Asset Management Program (CAMP)	19,290,976	19,290,976	19,290,976	n.a.
Sub-total	<u>28,685,465</u>	<u>28,685,465</u>	<u>28,685,465</u>	
Long-Term Investments - Cutwater/MBIA:				
Federal Farm Credit Bank Notes	500,000	496,420	500,966	10/17/2012
Freddie Mac Notes	1,000,000	1,014,530	1,003,332	1/9/2013
Federal Home Loan Bank Notes	2,000,000	2,078,140	2,045,230	5/29/2013
Federal Home Loan Bank Notes	1,000,000	1,022,220	1,010,002	6/14/2013
Fannie Mae Notes	750,000	759,423	756,006	9/17/2013
Fannie Mae Notes	750,000	762,380	760,907	3/14/2014
Federal Farm Credit Bank Notes	500,000	497,895	513,531	6/2/2014
Freddie Mac Notes	750,000	757,025	759,851	7/30/2014
U.S. Treasury Notes	750,000	753,809	753,662	8/15/2014
Freddie Mac Notes	750,000	759,780	759,340	8/20/2014
Federal Home Loan Bank Notes	750,000	802,605	790,743	12/12/2014
Fannie Mae Notes	1,000,000	1,000,000	1,000,354	1/26/2015
Federal Farm Credit Bank Notes	725,000	731,869	744,368	7/20/2015
U.S. Treasury Notes	750,000	784,219	780,469	7/31/2015
Fannie Mae Notes	750,000	773,408	777,418	10/26/2015
Freddie Mac Notes	1,000,000	1,001,300	1,008,463	1/13/2016
Fannie Mae Notes	1,000,000	1,001,562	1,002,480	1/25/2016
U.S. Treasury Notes	500,000	512,461	520,156	7/31/2016
Freddie Mac Notes	4,000,000	3,995,000	4,029,416	3/21/2016
Freddie Mac Notes	1,000,000	1,004,860	1,002,526	5/16/2016
Federal Farm Credit Bank Notes	500,000	501,500	501,110	5/23/2016
Fannie Mae Notes	1,750,000	1,752,187	1,769,054	5/9/2017
Freddie Mac Notes	500,000	507,800	507,025	8/24/2012
Sub-total	<u>22,975,000</u>	<u>23,270,393</u>	<u>23,296,409</u>	

**CITY OF RANCHO CORDOVA, CA
TREASURER'S REPORT
September 30, 2012**

Long-Term Investments -CAMP:	Par Value	Original Cost	Current Value	Maturity Date
Fannie Mae Notes (Floating)	625,000	624,744	625,186	11/23/2012
US Treasury Notes	750,000	750,381	751,231	1/31/2013
Westpac Banking Corp NY Cert Depos	625,000	625,231	625,818	2/12/2013
Fannie Mae Global Notes	715,000	713,970	719,449	2/22/2013
Freddie Mac Global Notes	1,475,000	1,472,935	1,486,346	4/15/2013
Freddie Mac Global Reference Notes	600,000	638,142	616,095	6/28/2013
Federal Home Loan Global Notes	755,000	753,951	757,065	8/28/2013
National Australia Bank NY (Float)	625,000	629,012	632,456	1/30/2014
Freddie Mac Global Notes	500,000	504,557	506,132	8/20/2014
Freddie Mac Notes	1,000,000	1,011,290	1,014,070	8/27/2014
U.S. Treasury Notes	575,000	601,234	598,337	8/31/2014
Freddie Mac Notes	500,000	498,942	501,793	9/19/2014
Freddie Mac Global Notes	500,000	501,000	504,251	9/22/2014
Freddie Mac Global Notes	1,100,000	1,106,699	1,110,152	11/25/2014
U.S. Treasury Notes	500,000	489,863	520,039	11/30/2014
U.S. Treasury Notes	475,000	502,554	496,820	1/31/2015
U.S. Treasury Notes	65,000	68,750	68,270	2/28/2015
U.S. Treasury Notes	440,000	465,455	462,137	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,150,936	2/28/2015
Fannie Mae Notes	500,000	516,130	527,765	7/28/2015
U.S. Treasury Notes	1,200,000	1,247,578	1,248,750	7/31/2015
Fannie Mae Notes (Callable)	1,250,000	1,249,875	1,249,216	8/7/2015
Freddie Mac Notes	315,000	317,394	327,368	9/10/2015
Fannie Mae Notes	750,000	770,805	777,418	10/26/2015
U.S. Treasury Notes	700,000	690,402	719,633	10/31/2015
U.S. Treasury Notes	850,000	853,486	873,840	10/31/2015
U.S. Treasury Notes	400,000	396,109	412,906	11/30/2015
U.S. Treasury Notes	250,000	254,453	259,961	6/30/2016
U.S. Treasury Notes	810,000	836,357	842,274	6/30/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	501,050	7/1/2016
CA ST Dept of Water Revenue Bonds	140,000	140,000	139,979	12/1/2016
U.S. Treasury Notes	275,000	274,506	279,297	12/31/2016
U.S. Treasury Notes	600,000	599,883	609,187	1/31/2017
U.S. Treasury Notes	250,000	249,229	253,848	2/28/2017
Palo Alto USD, CA GO Bonds	550,000	550,000	551,551	8/1/2017
Fannie Mae Global Notes	600,000	601,488	603,022	8/28/2017
Sub-total	<u>24,765,000</u>	<u>25,174,453</u>	<u>25,323,648</u>	
Long-Term Investments - Brandis Tallman LLC				
City Hall COP Bond	5,000	5,000	5,529	2/1/2035
Total Portfolio	<u>\$ 80,810,703</u>	<u>\$ 81,515,549</u>	<u>\$ 81,691,289</u>	

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH MARK THOMAS & COMPANY TO INCREASE THE CONTRACT VALUE A TOTAL OF \$150,000 FOR ENGINEERING SERVICES PROVIDED FOR THE FOLSOM BOULEVARD IMPROVEMENT PROJECT

RECOMMENDATION

Adopt Resolution No. 105-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a contract amendment for engineering services with Mark Thomas & Company to increase the contract value a total of \$150,000 from \$2,432,186 to \$2,582,186.

ADVANCES GOALS 1, 2, 5 and 6.

BACKGROUND

Mark Thomas & Company (MT) was hired by the City of Rancho Cordova to provide engineering design and construction support services. Construction within a large arterial such as Folsom Boulevard proved to be complex due to the presence of numerous existing utilities.

During the course of construction, MT was requested to provide additional design and construction support services associated with conflicting utilities, signal design at Rod Beaudry, additional construction staking, and other plan changes. This contract amendment to Contract No. 23-2008 with MT will authorize payment for additional design and construction support services requested by city staff.

FISCAL IMPACT

The project budget has sufficient contingency to cover the cost of the requested change order.

ATTACHMENT

Resolution including **Exhibit A** – Contract Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. 105-2012

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH CONTRACT
AMENDMENT WITH MARK THOMAS & COMPANY TO PROVIDE ENGINEERING DESIGN
AND CONSTRUCTION SUPPORT SERVICES FOR THE FOLSOM BOULEVARD
IMPROVEMENT PROJECT**

WHEREAS, on January 21, 2008, the City of Rancho Cordova executed an agreement (Contract No. 23-2008) with Mark Thomas & Company in the amount of \$835,165 to provide engineering design services for the Folsom Boulevard Improvement Project; and

WHEREAS, the City Council has previously approved three amendments to Contract No. 23-2008 which extended the contract term and increased the contract compensation to \$2,432,186; and

WHEREAS, the City has received a revised scope of work and cost estimate for construction support services which would exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contracted amount by a total of \$150,000 to \$2,582,186; and

WHEREAS, the project budget has sufficient contingency to cover the cost of the requested contract amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager or his designee to execute a contract amendment (**Exhibit A**) with Mark Thomas & Company, Consultant, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND MARK THOMAS & COMPANY
FOR ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR THE FOLSOM BLVD ENHANCEMENT PROJECT**

This Fourth Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Mark Thomas & Company ("Professional") as of November 19, 2012. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated January 1, 2008 for the purpose of providing engineering design services; and

WHEREAS, this Amendment will change the maximum compensation amount of the PSA; and

WHEREAS, the Parties agree that changes to the maximum compensation amount and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$2,432,186. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed two million, five hundred eighty two, one hundred eighty six dollars (\$2,582,186), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall be added to and supplement the PSA's **Exhibit A**.
3. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

Last Revised August 1, 2012

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Ted A. Gaebler, City Manager

Print:

Date:_____

Date:_____

Attest:

Mindy Cuppy, CMC, City Clerk

Date:_____

Approved as to Form:

Adam Lindgren, City Attorney

Date:_____

Last Revised August 1, 2012

Amended Exhibit A

CONSTRUCTION SUPPORT AND STAKING SERVICES FOR FOLSOM BLVD STREETScape PROJECTS

This is a description of additional construction support services provided by Mark Thomas & Company, Inc. (MTCO) for the two phases of the Folsom Boulevard Streetscape Project.

Design and Coordination Issues that were not anticipated included:

Underground Conflicts and Storm Drain System Changes Phase 2: Due to additional underground conflicts identified by the contractor during his potholing and installation process the storm drain systems were adjusted. MTCO thoroughly reviewed all of the pothole data to determine conflicts and proposed adjustments necessary. The revised storm drain locations were then re-staked and updated cut sheets were supplied.

Utility Relocation (by others) Coordination: Various utility relocations with SMUD, AT&T, MCI/Comcast, GSW/Cal Am required additional meetings and design support for relocation of their facilities. This task also included providing construction staking for the GSW relocation and services.

Inlet Placement near PGE Gas Lines Coordination: MTCO organized and attended numerous coordination meetings with PGE Distribution and Transmissions working groups to facilitate the approval and final placement for the drainage inlets. MTCO performed conflict analysis calculating clearances at each DI and updated drainage plans to meet the agreed upon standards.

Sawcut Redesign: Based on the contractors statements that they could not build the job and maintain traffic lanes; MTCO working with the City looked at an option to relocate the sawcut towards the EP, reduce the amount of existing roadway to be excavated, and increase the amount of conform grinding needed. The work involved coordination meetings with the Construction Manager, calculating pavement grade differences, and redesigning the layouts and general cross sections. The change reduced the overall construction cost and allowed the contractor to move forward more efficiently with the south side improvements.

Pump Station Aesthetics: MTCO coordinated the aesthetic upgrades to the pump station at Mills Park by coordinating meetings with the City, RT and SASD, performing preliminary design and cost estimates, and contacting vendors and material providers.

Street Light Easement Coordination: MTCO has been coordinating right of way and easement acquisitions including plats and legal descriptions. There are 13 locations on the north side of Folsom Boulevard between Rod Beauty and Zinfandel where additional easements were needed for signal poles or street lights. The work involved performing existing right of way delineation, field reviews, and creating legal descriptions and plats. The work also included coordinating with Craig Thurston for Preliminary Title Reports, creating property owner exhibits and answering property owner questions.

Right of Way Exchange with Sacramento Regional Transit (SRT): As part of the Right of Entry for the construction in JPA right of way SRT conditioned the City to facilitate the “cleaning up” of the right of way between the two agencies. Identifying the areas where the RT stations encroached into the City R/W and where city street or sidewalk encroached into the JPA R/W. MTCO coordinated this effort with numerous meetings between the City and SRT, creating preliminary right of way swap exhibits and revisions, creating legal descriptions and plats for the areas of the new easements.

Los Rios Frontage Improvements: With the decision to dissolve Redevelopment throughout the State, certain projects were affected. One of those projects is the Mills Crossing Project (including the Los Rios portion). The frontage improvements that were being constructed with the project will be deferred to some unknown future time when development of the site occurs. MTCO had to revise all of the affected plan sheets to remove or modify sidewalk, curb and gutter, landscaping, curb ramps, lighting and signal improvements.

Zinfandel Frontage Improvements: The plans were modified at the northeast corner of Zinfandel and Folsom Boulevard to accommodate a new development. These improvements included modifying the curb return, accommodating a U-turn, and making signal modifications.

Rod Beaudry U-Turn Modification: Requested by the public, a WB to EB U Turn movement was added at Rod Beaudry Drive. The work for this consisted of modifying the median plans, landscaping and irrigation and installing additional signal equipment.

Additional Construction Staking: MTCO survey crews provided additional construction staking at the request of the Construction Manager and the contractor. This increase of construction staking was a result of requests that the contractor needed to stay productive, and restaking of points that were results of either design changes or physically disturbed on the site.

Mark Thomas & Company Inc. - Rancho Cordova Folsom Blvd Streetscape - Construction Support Activities													
PROJECT TASK	MARK THOMAS & COMPANY INC.									Y&C	HLA FEE	TOTAL HOURS	TOTAL FEE
	Principal	Project Manager	Sr. Design. Engrnr	Project surveyor	Survey Crew	Clerical	Tech.	MITCO HOURS	MITCO FEE	Y&C FEE	HLA FEE		
	\$287.15	\$141.75	\$100.56	\$126.87	\$171.12	\$52.21	\$82.57						
Underground Conflicts and Strom Drain System Changes Phase 2			15				20	35	3,160			35	3,160
Utility Relocation (by others) Coordination			32	16				48	5,248			48	5,248
Inlet Placement near PGE Gas Lines Coordination			40					40	4,022			40	4,022
Sawcut Redesign			40				40	80	7,325			80	7,325
Pump Station Aesthetics			24					24	2,413			24	2,413
Street Light Easement Coordination		10	24	60			140	234	23,003			234	23,003
Right of Way Exchange with Sacramento Regional Transit (SRT)		16	40	40			100	196	19,622			196	19,622
Los Rios Frontage Improvements			32					32	3,218	10,000	2,000	32	15,218
Zinfandel Frontage Improvements coordination with Walgreens		4	40				16	60	5,911	2,000		60	7,911
Rod Beaudry U-Turn Modification		4	40				24	68	6,571	750	1,800	68	9,121
Additional Construction Staking								0	52,957			0	52,957
Reimbursables													
CONTRACT SERVICES TOTAL	0	4,820	32,883	14,717	0	0	28,074	817	133,450	12,750	3,800	817	150,000
Amendment Total:													\$ 150,000

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director/Chief Building Official

SUBJECT: RESOLUTION AMENDING THE CONSTRUCTION PERMIT FEE SCHEDULE TO REVISE CONSTRUCTION PERMIT FEES FOR PHOTOVOLTAIC SOLAR SYSTEMS

RECOMMENDATION

Adopt Resolution No. 106-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will revise the fee schedule for construction permits, typically referred to as building permits, to adjust the rates to meet new State requirements as outlined in Senate Bill 1222, for photovoltaic (PV) energy systems for non-residential projects.

ADVANCES GOALS: 1 and 5.

BACKGROUND

In the Fall of 2011, the Council conducted policy discussions with regard to building permit fees for rooftop PV energy systems. Based on Council's desire to encourage the installation of energy efficient and sustainable energy systems, and to remove barriers to the installation of solar and photovoltaic arrays, the Council adopted Resolution No. 101-2011, which reduced the construction permit fees for PV solar systems. Although it was not set to achieve full cost recovery, the residential permit fee was established at a flat rate of \$250. Non-residential rates were established at the graduated scale shown below:

Graduated Fee Schedule for Non-Residential Systems	
System Size	Flat Fee
Up to 10 kW	\$ 800
11 kW to 25 kW	\$1,200
26 kW to 50 kW	\$1,600
51 kW to 150 kW	\$2,300
151 kW to 500 kW	\$3,200
Over 500 kW	\$3,600

Stand-alone systems such as solar energy farms are unique in nature and would be handled on a case-by-case basis using the current construction permit fee schedule.

Senate Bill No. 1222

This bill was approved by the Governor on September 27, 2012, which requires that permit fees for rooftop solar energy systems to not exceed the estimated reasonable cost of providing the service, and which cannot exceed \$500 plus \$15 per kilowatt for each kilowatt above 15kW for residential rooftop solar energy systems, and \$1,000 plus \$7 per kilowatt for each kilowatt between 51kW and \$250kW, plus \$5 for every kilowatt above 250 kW, for commercial rooftop solar energy systems. A comparison of the flat fees currently adopted compared to the not to exceed State mandate as shown below:

Graduated Fee Schedule for Non-Residential Systems		
System Size	Current Flat Fee	Maximum Fee per SB 1222
Up to 10 kW	\$ 800	\$1,000
11 kW to 25 kW	\$1,200	\$1,000
26 kW to 50 kW	\$1,600	\$1,000
51 kW to 150 kW	\$2,300	\$1,357-\$2,050
151 kW to 500 kW	\$3,200	\$2,057-3,500
Over 500 kW	\$3,600	\$3,505+

Fee Resolution

Based on the previous Council discussions and direction, it is staff recommendation to retain the flat residential fee of \$250 as previously approved but to amend the fee resolution to reflect the new non-residential rates as specified by SB 1222 as shown in Exhibit A of the attached Resolution.

Staff requests Council adopt **Resolution No. 106-2012 (Attached)**, which will amend the Construction Permit Fee Schedule adopted by Resolution No. 49-2010 to revise construction permit fees for photovoltaic solar systems. The permit fees for residential systems will continue at a flat fee of \$250. Construction Permit Fees for non-residential systems will be at the graduated flat fee rates specified by SB 1222. All other aspects of the existing Fee Schedule maintain fees at the same levels as is currently charged.

Since the fee rate changes being revised are not new fees, do not increase any existing fees, and actually continue to lower the current fees being charged, the fee resolution will go into effect immediately upon adoption.

ATTACHMENT

Resolution No. 106-2012 including (**Exhibit A**) - Revision to Fee Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE CONSTRUCTION PERMIT FEE SCHEDULE TO REDUCE
CONSTRUCTION PERMIT FEES FOR ROOFTOP MOUNTED
PHOTOVOLTAIC SOLAR SYSTEMS**

WHEREAS, on July 6, 2010, the City Council adopted Resolution No. 49-2010 which established fees for construction permits, including PV solar systems, by resolution as part of a fee schedule; and

WHEREAS, on September 27, 2012, the Governor of the State of California signed Senate Bill SB-1222 into law, requiring statewide permit fee standards that will increase the deployment of solar distributed generation, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and create jobs in this state; and

WHEREAS, SB-1222 requires that "For a commercial rooftop solar energy system that produces direct current electricity, a city, county, city and county, or charter city shall not charge a commercial permit fee that exceeds the estimated reasonable cost of providing the service for which the fee is charged, and the fee shall not exceed one thousand dollars (\$1,000) for systems up to 50kW plus seven dollars (\$7) per kilowatt for each kilowatt between 51kW and 250kW, plus five dollars (\$5) per kilowatt for each kilowatt above 250kW."; and

WHEREAS, the current schedule of fees for Commercial PV solar systems adopted by Resolution No. 101-2011, Item 5.2, does not meet the State-mandated fee requirements; and

WHEREAS, the City wishes to encourage the installation of energy efficient and sustainable energy systems, and to remove barriers to the installation of solar and photovoltaic arrays; and

WHEREAS, the City wishes to revise the construction permit fees for Commercial Rooftop Mounted PV systems to an amount that will encourage the installation of energy efficient and sustainable energy systems, and will comply with the mandate of the State of California, but also will allow for recovery of actual costs incurred by City staff for Commercial Rooftop Mounted PV systems inspections and plan checks; and

WHEREAS, the City Council now desires to amend the Schedule of Fees adopted to reduce the construction permit fees for Commercial Rooftop Mounted PV systems pursuant to **Exhibit A** to this Resolution in compliance with SB-1222; and

WHEREAS, in amending Resolution 49-2010 to reduce the construction permit fees for Commercial Rooftop Mounted PV systems, the City Council of the City of Rancho Cordova is exercising its powers under Article XI, Section 7 of the California Constitution, Section 66014 of the California Government Code, and other applicable law; and

WHEREAS, pursuant to Government Code Section 66014, the City may recover up to the full cost of processing, inspecting and administration of construction permits from those persons required to obtain such permits; and

WHEREAS, the permit fees for Commercial Rooftop Mounted PV systems, as described in **Exhibit A** attached, are hereby determined to be reasonable in that the amounts thereof do not exceed the estimated reasonable costs of processing, inspection and administration of the construction permits; and

WHEREAS, the City Council of the City of Rancho Cordova desires to update the fee schedule to adopt the reduced rates for Commercial Rooftop Mounted PV solar systems as set forth in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Rancho Cordova as follows:

Section 1. Findings. The following findings are true and correct and adopted as the findings of the City Council:

A. The purpose of the reduced construction permit fees for solar PV systems set forth in **Exhibit A** of this Resolution are to encourage the installation of energy efficient and sustainable energy systems and to recover up to the full, lawfully recoverable costs incurred by the City in providing construction permit processing services for solar PV systems and to meet the State mandated fee requirements pursuant to SB 1222. Such fees are not levied for general revenue purposes.

B. The adoption of reduced construction permit fees for solar PV systems set forth in **Exhibit A** of this Resolution are not subject to the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations ("CEQA Guidelines") section 15378(b)(4) and/or CEQA Guidelines section 15061(b)(3).

Section 2. Adoption of Reduced Construction Permit Fees for Commercial Rooftop PV Systems. The reduced construction permit fees for solar PV systems set forth in **Exhibit A** of this Resolution, attached hereto and incorporated herein by reference, are hereby directed to be charged and applied by the various City departments, and to be collected by the City for the herein listed construction permit related services when provided by the City or its designated contractors.

Section 3. Effective Date. Since the construction permit fees for Commercial Rooftop Mounted PV Solar Systems modified by this Resolution reduce existing fees for construction permit fees for solar PV systems based on a mandate from the State of California, the fees shall become effective upon the adoption of this Resolution.

Section 4. Repealer. These fees shall supersede the corresponding fees previously established by the City. All previously adopted and conflicting fees and all Resolutions and other actions of the City Council are hereby repealed to the extent they conflict with the contents of this Resolution.

Section 5. Severability. The construction permit fees for Commercial Rooftop Mounted PV Solar Systems set forth in **Exhibit A** of this Resolution and all portions of this Resolution are severable. Should any of the fees or charges or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining fees, charges and/or Resolution portions shall be and continue in full force and effect, except as to those fees, charges, and/or Resolution portions that have been adjudged invalid. The City Council of the City of Rancho Cordova hereby declares that it would have adopted each of the fees and charges set forth in **Exhibit A** of this Resolution, and this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one

or more of the fees, charges, or sections, subsections, clauses, sentences, phrases or other portions of this Resolution may be held invalid or unconstitutional.

The City Clerk shall certify 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 _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

City of Rancho Cordova Construction Permit Fee Schedule

5. U Occupancies (Carports, patio covers, fences, non-rooftop mounted solar arrays, etc.), Reroof, demolition, fire repairs, and other structures not requiring a plan review – Residential Permit Types: C-OTHER; R-OTHER; REROOF; R-BLDG REPAIR; C-BLDG REPAIR

Total Valuation	Total Permit Fee
\$1.00 to \$2,000	\$83.00
\$1,001 to \$10,000	\$83.00 + (0.0160 x valuation ¹ exceeding \$1,000)
\$10,001 and greater	\$277.00 + (0.010 x valuation ¹ exceeding \$10,000)

5.1 Residential PV solar systems, Rooftop Mounted – Residential Permit Types: R-OTHER

Flat Rate Permit Fee	\$250.00
----------------------	----------

5.2 Commercial PV Solar Systems, Rooftop Mounted – Commercial Permit Types: C-OTHER

System Size (kW-h)	Total Permit Fee
0 – 10kW	\$800
11kW – 50kW	\$1,000
51kW – 250kW	\$1,000 + \$7.00 per kW
251kW and greater	\$1,000 + \$12.00 per kW

6. U Occupancies (Carports, patio covers, fences, non-rooftop mounted solar arrays, etc.), Roof Re-pitches, fire repairs, and other structures requiring a minimal plan review – Residential Permit Types: C-OTHER; R-OTHER; REROOF; R-BLDG REPAIR; C-BLDG REPAIR

Total Valuation	Total Permit Fee
\$1.00 to \$2,000	\$166.00
\$1,001 to \$10,000	\$166.00 + (0.0160 x valuation ¹ exceeding \$1,000)
\$10,001 and greater	\$310.00 + (0.0100 x valuation ¹ exceeding \$10,000)

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2003-1 (SUNRIDGE ANATOLIA)

RECOMMENDATION

Adopt Resolution No. 107-2012, approving the issuance of Refunding Bonds for City of Rancho Cordova Community Facilities District No. 2003-1 ("the District").

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City to refinance the 2003 Bond Series in Community Facilities District 2003-1 at a lower interest rate, providing potential future savings and/or additional funding for additional amenities to the property owners within the District.

ADVANCES GOAL: 5

BACKGROUND

In 2003, the City of Rancho Cordova (the "City") issued \$23,415,000 of Special Tax Revenue Bonds, Series 2003. The bond proceeds from this issuance were used to finance the acquisition and construction of certain public facilities and infrastructure improvements necessary to support the planned development within Sunridge Anatolia (the "Improvement Area").

Since then, approximately 80% of the parcels within the Improvement Area have been fully developed and sold to individual homeowners. The construction and sale of these units has created a diversity of property ownership as well as increased property values. The combination of the diversified ownership, increased property values and low municipal bond interest rates has created an opportunity to refund (refinance) the bonds that were issued in 2003.

It is anticipated that the proposed refunding bonds will be issued with interest rates substantially lower than the interest rates on the existing 2003 bonds. The reduction in borrowing costs will, in turn, result in a reduction of annual debt service requirements within the Improvement Area. Projections reflecting October 2012 market conditions estimate net present value savings of over \$1 million, or approximately 5% of the par

amount of bonds to be refunded, without extending the term of the bonds from their original maturity date of September 1, 2037. **Council should note that due to daily changes in interest rates, the actual level of savings cannot be determined until the proposed refunding bonds have been priced and sold. The pricing date is tentatively set for December 4, 2012. The proposed refunding bonds will not be issued if interest rates rise to the point where a net present value savings of at least 3% cannot be achieved.** Special Tax savings will start in Fiscal Year 2013-14.

In accordance with the CFD's Rate and Method (the "RAM"), the City must assess at the Maximum Tax rate within the District. The difference between the special taxes collected and the annual debt service and administrative cost of the district is remitted to the developer in the form of PAY-GO funds to reimburse the developer for authorized facilities which have been constructed within the Improvement Area but not reimbursed by bond funds. The developer is entitled to PAY-GO funds for a period of ten years from the date of first issuance (November 2003).

When the District was formed, the City Council authorized a maximum principal amount of not to exceed \$75 Million to be issued in one or more series. To date, the District has issued three series with a total of principal amount of \$58.8 Million, leaving \$16.2 Million in remaining capacity within the District. The City has received a request from the developer to move forward with a final issuance for this District in the form of a private placement but, after careful analysis, staff has determined it is not financially prudent to proceed at this time.

Since the developer is entitled to PAY-GO funds through November 2013 and the District has additional bond capacity, which will result in increased annual debt service in the future, the District will continue to charge at the Maximum Tax rate until the total bond capacity has been issued. If the District is not in a position to issue the final bond series prior to November 2013, the District will retain the PAY-GO funds. These funds could then be used to construct additional authorized facilities within the Improvement Area and/or used to reduce the annual levy in future tax years.

In order to proceed with the refunding, the City Council needs to approve the attached resolution. This resolution documents the City's authorization of the issuance of the Special Tax Revenue Refunding Bonds, Series 2012 by the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1, approving and directing the execution of a supplemental fiscal agent agreement (**Attachment 2**), approving the form of Preliminary Official Statement (**Attachment 3**), approving the sale of such bonds (**Attachment 4**) and approving other related document and actions as necessary to complete the refunding. Approval of the attached resolution will have no fiscal impact to the City's General Fund.

ATTACHMENTS

1. Resolution No. 107-2012
2. Third Supplement to Fiscal Agent Agreement
3. Preliminary Official Statement
4. Bond Purchase Contract

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 107-2012

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

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

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$75,000,000 (the "Authorization") and caused bonds to be issued for the District on November 5, 2003 in the original principal amount of \$23,415,000 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2003 (the "2003 Bonds"), and on December 28, 2005 in the original principal amount of \$14,660,000 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2005 (the "2005 Bonds") and on August 6, 2007 in the original principal amount of \$20,695,000 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2007 (the "2007 Bonds"); and

WHEREAS, The City desires to refund the 2003 Bonds by issuing refunding bonds for the District to produce a savings in the cost of interest associated with the 2003 Bonds, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City Council, as legislative body of the District, to authorize a series of special tax bonds as refunding bonds for the District, in the maximum principal amount of not to exceed \$27,00,000 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012 (the "2012 Bonds"); and

WHEREAS, there has been submitted to the City Council a Third Supplement to Fiscal Agent Agreement (the "Third Supplement") to supplement that Fiscal Agent Agreement dated as of November 1, 2003, as supplemented by the First Supplement to Fiscal Agent Agreement dated as of December 1, 2005 and Second Supplement to Fiscal Agent Agreement dated as of August 1, 2007 (together, the "Original Fiscal Agent Agreement") and to provide for the issuance the 2012 Bonds of the City for the District, and the City Council, with the aid of City staff, has reviewed the Third Supplement and found it to be in proper order, and now desires to approve the Third Supplement and the issuance of the 2012 Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Jaffray & Co. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase

Agreement") by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

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

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2012 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Pursuant to the Act, this Resolution, the Original Fiscal Agent Agreement and the Third Supplement, special tax bonds of the City for the District designated as "City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012" in an aggregate principal amount not to exceed \$27,000,000 are hereby authorized to be issued. The 2012 Bonds shall be executed in the form set forth in and otherwise as provided in the Third Supplement.

In furtherance of the issuance of the 2012 Bonds, the City Council hereby makes the following findings and determinations: (i) it is prudent in the management and development of the City and the District to issue the 2012 Bonds for the purpose of providing moneys for the refunding of the 2003 Bonds to achieve interest cost savings, (ii) the 2012 Bonds and the District are in compliance with the City's guidelines for issuance of Mello-Roos bonds, and (iii) the value of the real property within the District subject to the special tax to pay debt service on the 2003 Bonds, 2005 Bonds, and the proposed 2012 Bonds, based upon the current assessed valuation of property in the District, is at least three times the combined principal amount of the 2005 Bonds, 2007 Bonds, and the proposed 2012 Bonds to be secured by a special tax levied pursuant to the Act on property within the District.

The City Council hereby approves the Third Supplement in the form presented to the City Council at this meeting. The City Manager, the Assistant City Manager, the Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers") are each hereby authorized and directed to execute the Third Supplement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel. The proceeds of the 2012 Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Original Fiscal Agent Agreement and the Third Supplement. The City Council hereby authorizes the execution, delivery and performance by the City of the Third Supplement as an Authorized Officer deems appropriate.

Section 2. The City Council hereby approves the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to accept the offer of the Underwriter to purchase the 2012 Bonds contained in the Bond Purchase Agreement and to

execute the Bond Purchase Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel, provided that no additions or changes shall authorize an aggregate principal amount of 2012 Bonds in excess of \$27,000,000 or result in a true interest cost on the 2012 Bonds greater than that which relates to the outstanding 2003 Bonds. The City Council hereby authorizes the delivery and performance by the City of the Bond Purchase Agreement.

The City Council hereby finds and determines that the sale of the 2012 Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

Section 3. The City Council hereby approves the Preliminary Official Statement in the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with the City's Bond Counsel. The City Council hereby authorizes and directs the Underwriter to distribute copies of said Preliminary Official Statement to persons who may be interested in the purchase of the 2012 Bonds and to deliver copies of the Official Statement to all actual purchasers of the 2012 Bonds. The City Council hereby authorizes the delivery by the City of the Official Statement.

The Authorized Officers are each hereby authorized and directed to execute a certificate or certificates to the effect that the Official Statement and the Preliminary Official Statement were deemed "final" as of their respective dates for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, and the Authorized Officers are each hereby authorized to so deem such statements final.

Section 4. The City hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2012 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Original Fiscal Agent Agreement.

Section 5. The 2012 Bonds, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the 2012 Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the 2012 Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Mayor and/or one or more of the Authorized Officers, which instructions such officers are each hereby authorized, for and in the name and on behalf of the City, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the 2012 Bonds to the Underwriter or its designee in accordance with the Bond Purchase Agreement, upon payment of the purchase price therefor.

Section 6. All actions heretofore taken by the officers and agents of the City with respect to the establishment of the District and the sale and issuance of the 2012 Bonds are hereby approved, confirmed and ratified, and the proper officers of the City are each hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2012

Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Any document herein approved and executed and delivered by any one of the Authorized Officers shall be a valid and binding agreement of the City.

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

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Rancho Cordova, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2012, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT

by and between

CITY OF RANCHO CORDOVA

and

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

Dated as of December 1, 2012

Relating to:

**\$ _____
City of Rancho Cordova
Sunridge Anatolia Community Facilities District No. 2003-1
Special Tax Refunding Bonds
Series 2012**

TABLE OF CONTENTS

SECTION 1. Supplement to Original Fiscal Agent Agreement	2
--	---

ARTICLE XII

2012 BONDS

Section 12.01. Definitions	2
Section 12.02. Authorization of 2012 Bonds	3
Section 12.03. Terms of 2012 Bonds	3
Section 12.04. Redemption of 2012 Bonds	4
Section 12.05. Form of 2012 Bonds; Authentication and Delivery	7
Section 12.06. Application of Proceeds of Sale of 2012 Bonds	7
Section 12.07. 2012 Costs of Issuance Fund	8
Section 12.08. Security for 2012 Bonds	8
Section 12.09. Effect of this Article X	8
SECTION 2. Attachment of Exhibit D to Original Fiscal Agent Agreement	9
SECTION 3. Additional Amendments to Original Fiscal Agent Agreement	9
SECTION 4. Partial Invalidity	10
SECTION 5. Execution in Counterparts	10
SECTION 6. Governing Law	10

EXHIBIT A - FORM OF 2012 BONDS

SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 3" or "Agreement"), dated as of November 1, 2012, is by and between the CITY OF RANCHO CORDOVA, California, a municipal corporation and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the Sunridge Anatolia Community Facilities District No. 2003-1, a community facilities district (the "District") formed by the City in 2003, and U.S. BANK NATIONAL ASSOCIATION, national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in Seattle, Washington, as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement dated as of November 1, 2003 as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2005 and Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2007 (together, the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

RECITALS:

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

WHEREAS, the City Council, as the legislative body with respect to the District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of the District and to authorize the issuance of bonds secured by the Special Taxes under the Act;

WHEREAS, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$75,000,000 (the "Authorization") and caused bonds to be issued for the District (i) in the original principal amount of \$23,415,000 on November 5, 2003 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2003 (the "2003 Bonds"), (ii) in the original principal amount of \$14,660,000 on December 28, 2005 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2005 (the "2005 Bonds") pursuant to a Supplemental Agreement No. 1 dated as of December 1, 2005; and (iii) in the original principal amount of \$20,695,000 on August 6, 2007 designated City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds Series 2007 (the "2007 Bonds" and together with the 2003 Bonds and the 2005 Bonds, the "Prior Bonds") pursuant to a Supplemental Agreement No. 2 dated as of August 1, 2007;

WHEREAS, The City desires to refund the 2003 Bonds by issuing refunding bonds for the District to produce a savings in the cost of interest associated with the 2003 Bonds, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Rancho Cordova Community Facilities District No. 2003-1 Special Tax Refunding Bonds, Series 2012 in the initial aggregate principal amount of \$_____ (the "2012 Bonds"), to provide moneys to refinance the 2003 Bonds;

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the

Original Fiscal Agent Agreement), including refunding bonds, secured under the Original Fiscal Agent Agreement on parity with the Prior Bonds;

WHEREAS, this Supplemental Agreement No. 3 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement; the 2012 Bonds are refunding bonds and secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 3, on a parity with the Prior Bonds remaining outstanding after issuance of the 2012 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 3 pursuant to the Original Fiscal Agent Agreement, more particularly Section 5.17 thereof, and to provide for the issuance of the 2012 Bonds;

WHEREAS, in providing for the issuance of the 2012 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.05 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2012 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by Supplemental Agreement No. 1, Supplemental Agreement No. 2 and this Supplemental Agreement No. 3, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 3 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XII. Such Article XII shall read in its entirety as follows:

ARTICLE XII

2012 BONDS

Section 12.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 12.01 shall, for all purposes of this Article X but not for any other purposes of this Agreement, have the respective meanings specified in this Section 12.01. All terms defined in Section 1.03 of this Agreement and not otherwise defined in this Section 12.01 shall, when used in this Article XII, have the respective meanings given to such terms in Section 1.03.

"Article XII" means this Article XII which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 3, together with all amendments of and supplements to this Article XII entered into pursuant to the provisions of Section 8.01.

"Closing Date" means _____, 2012, being the date upon which there was a physical delivery of the 2012 Bonds in exchange for the amount representing the purchase price of the 2012 Bonds by the Original Purchaser.

"Escrow Agent" means the U.S. National Association, or a successor escrow agent appointed pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement dated as of December 1, 2012 by and between the City and the Escrow Agent.

"Escrow Fund" means the Escrow Fund established with respect to the 2003 Bonds pursuant to the Escrow Agreement.

"2012 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2012 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2012 Bonds, financial advisor fees, 2012 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2012 Bonds and other costs, charges and fees in connection with the foregoing.

"2012 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 12.07.

"Original Purchaser" means, Piper Jaffray & Co., the first purchaser of the 2012 Bonds upon their delivery by the Fiscal Agent on the Closing Date.

Section 12.02. Authorization of 2012 Bonds. 2012 Bonds in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____), are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 12.03. Terms of 2012 Bonds.

(A) Form; Denominations. The 2012 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple in excess thereof.

(B) Date of Bonds. The 2012 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2012 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2012 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2012 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2012 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum as follows:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
--	-----------------------------------	--------------------------------	--	-----------------------------------	--------------------------------

The 2012 Bonds maturing in years _____ and _____ shall be referred to herein as the "Term 2012 Bonds".

(E) Interest and Method of Payment. Interest on the 2012 Bonds shall be payable on March 1, 2013 and on each Interest Payment Date thereafter as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 12.01, and payments shall be made on the 2012 Bonds as provide in Section 2.02(F)

Section 12.04. Redemption of 2012 Bonds.

(A) Redemption. (i) *Optional Redemption.*

The 2012 Bonds shall be subject to optional redemption from any source of available funds other than Prepayments of the Special Tax by property owners, prior to maturity, in whole, or in part among series and maturities as shall be specified by an Officer's Certificate of the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2012 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption</u> <u>Price</u>
March 1, _____ to and including March 1, _____	%
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and thereafter	100

(ii) *Mandatory Redemption From Prepayments.*

The 2012 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2012 Bonds to be redeemed), plus accrued interest thereon the date of redemption:

<u>Redemption</u>

Redemption Dates	Price
March 1, _____ to and including March 1, _____	%
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and thereafter	100

(iii) *Mandatory Sinking Payment Redemption.* The Term 2012 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2012 Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The Term 2012 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2012 Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2012 Bonds.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2012 Bonds pursuant to subsections (i) and (ii) not less than sixty (60) days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 12.04(A), moneys in the 2012 Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2012 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2012 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2012 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2012 Bonds designated for redemption, at their addresses appearing on the 2012 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2012 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2012 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2012 Bond numbers of the 2012 Bonds to be redeemed by giving the individual CUSIP number and 2012 Bond number of each 2012 Bond to be redeemed or shall state that all 2012 Bonds between two stated 2012 Bond numbers, both inclusive, are to be redeemed or that all of the 2012 Bonds of one or more maturities have been called for redemption, shall state as to any 2012 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2012 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2012 Bonds will not accrue from and after the redemption date.

Any notice of redemption indicate that such redemption will be conditional upon the Fiscal Agent having sufficient moneys available on the date specified to cause the redemption to occur as provided in the notice.

Whenever provision is made in this Agreement for the redemption of less than all of the 2012 Bonds of any maturity, the Fiscal Agent shall select the 2012 Bonds to be redeemed, from all 2012 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2012 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2012 Bond or 2012 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2012 Bond or 2012 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2012 Bonds so called for redemption shall have been deposited in the 2012 Bond Fund, such 2012 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2012 Bonds redeemed or purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2012 Bonds and issue a certificate of destruction thereof to the City.

Section 12.05. Form of 2012 Bonds; Authentication and Delivery.

(A) Form of 2012 Bonds. The 2012 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2012 Bonds. The 2012 Bonds shall be executed on behalf of the City by the Mayor of the City Council thereof and the City Clerk who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2012 Bond ceases to be such officer before delivery of the 2012 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2012 Bonds to the Owner. Any 2012 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2012 Bond shall be the proper officers of the City although at the nominal date of such 2012 Bond any such person shall not have been such officer of the City.

Only such of the 2012 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2012 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2012 Bonds. At any time after the execution of Supplemental Agreement No. 3 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2012 Bonds as Additional Bonds have been met, the City may issue the 2012 Bonds for the District in the aggregate principal amount set forth in Section 12.02 and deliver the 2012 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2012 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 3, to authorize the payment of 2012 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2012 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2012 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2012 Bonds in a like manner as applied to the Prior Bonds.

Section 12.06. Application of Proceeds of Sale of 2012 Bonds.

(a) The proceeds of the purchase of the 2012 Bonds by the Original Purchaser in the amount of \$_____ (representing the principal of amount of the Bonds, less an underwriter's discount of \$_____ and less an original issue discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Transfer to the Escrow Agent for deposit under and pursuant to the Escrow Agreement \$_____;

(ii) Deposit in the 2012 Bond Reserve Account of the Reserve Fund \$_____; and

(iii) Deposit in the 2012 Costs of Issuance Fund \$_____;

(b) In addition to the moneys received under subsection (a), on the Closing Date the City shall cause to be transferred to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) \$_____ held by the Fiscal Agent in the Bond Fund for the 2003 Bonds, shall be paid to the Escrow Agent for deposit under and pursuant to the Escrow Agreement;

(ii) [\$_____ held by the Fiscal Agent in the Reserve Fund for the 2003 Bonds, shall be paid to the Fiscal Agent which the Fiscal Agent will immediately transfer to the Escrow Agent for deposit under and pursuant to the Escrow Agreement];

(iii) \$_____ held by the City in the _____ Fund with regard to the Prior Bonds, shall be paid to the Fiscal Agent which the Fiscal Agent will immediately transfer to the Escrow Agent for deposit under and pursuant to the Escrow Agreement;

The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 12.06.

Section 12.07. 2012 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2012 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2012 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2012 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2012 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain the 2012 Costs of Issuance Fund for a period of 120 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund. Upon such transfer, the 2012 Costs of Issuance Fund shall be closed and the Fiscal Agent shall no longer be obligated to make payments for 2012 Costs of Issuance. The City may at any time request in writing that the Fiscal Agent retain a specified amount in the 2012 Costs of Issuance Fund and transfer to the Bond Fund all remaining amounts, and upon receipt of such request by the Fiscal Agent, the Fiscal Agent shall comply with such request.

Section 12.08. Security for 2012 Bonds. The 2012 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XII.

Section 12.09. Effect of this Article XII. Except as in this Article XII expressly provided or except to the extent inconsistent with any provision of this Article XII, the 2012 Bonds shall be

deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2012 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XII.

SECTION 2. Attachment of Exhibit D to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2012 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 1.03 of the Agreement is hereby amended by adding thereto the following:

"2012 Bonds" means the City of Rancho Cordova Community Facilities District No. 2003-1 Special Tax Refunding Bonds, Series 2012, authorized to be issued under Section 10.02.

"Supplemental Agreement No. 3" means Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of December 1, 2012, between the City, for and on behalf of the District, and the Fiscal Agent.

(B) Section 4.03(A) of the Agreement is hereby amended by adding thereto, as a new second sentence thereof, the following: "There is also hereby created within the Reserve Fund a separate account designated as the "2012 Bond Reserve Account" which account is hereby established for purposes of accounting for the use and disposition of 2012 Bonds, a portion of the proceeds of which will be deposited to such 2012 Bond Reserve Account pursuant to Section 12.06, and amounts in such account shall for all purposes of this Agreement be deemed to be part of the amounts on deposit in the Reserve Fund and amounts in such 2012 Bond Reserve Account and any earnings thereon in such 2012 Bond Reserve Account shall be drawn upon in the same manner, according to the same terms and pro rata with all other amounts in the Reserve Fund whenever a draw is made on the Reserve Fund under this Section 4.03."

(C) Section 5.17(a)(vii)(A) of the Original Fiscal Agent Agreement is hereby amended to provide that the period of calculation of the Debt Service referred to therein shall be the Bond Year; the amended wording is as follows:

"Projected Maximum Special Taxes plus projected investment earnings on amounts held in the Reserve Fund to be transferred to the Special Tax Fund pursuant to the terms of this Fiscal Agent Agreement for each Fiscal Year are equal to or greater than one hundred five percent (105%) of maximum Debt Service for each Bond Year that the Bonds and Additional Bonds will be outstanding; provided that such projection of investment earnings on amounts held in the Reserve Fund may assume an investment rate equal to the City's average portfolio rate available to the City at the time of determination; and"

(D) References in the Original Fiscal Agent Agreement to the 2003 Bonds and/or the 2005 Bonds or 2007 Bonds, whether together or separately, which, if the context requires reference to the 2003 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2003 Bonds and any Additional Bonds and the security therefor, shall be

deemed to refer to “Bonds” as defined in the Original Fiscal Agent Agreement rather than “2003 Bonds.”

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 3 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 3. The City hereby declares that it would have entered into this Supplemental Agreement No. 3 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2012 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 3 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 3 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 3 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 3 to Fiscal Agent Agreement to be executed as of December 1, 2012.

CITY OF RANCHO CORDOVA

By: _____
Assistant City Manager

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 3 TO FISCAL AGENT AGREEMENT**EXHIBIT A
FORM OF 2012 BONDS****UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BOND, SERIES 2012**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, ____	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Rancho Cordova (the "City") for and on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the 2012 Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2013 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2012 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2012 Bond at the principal corporate trust office of U.S. Bank National Association in Seattle, Washington (the "Fiscal Agent"). Interest on this 2012 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2012 Bonds.

This 2012 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2012, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys refunding of bonds issued in 2003 for the

construction and acquisition of improvements within the District, and is one of the bonds designated "City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Refunding Bonds Series 2012" (the "2012 Bonds"). The issuance of the 2012 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement dated as of November 1, 2003 as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2005, Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2007, and Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of December 1, 2012 (together, the "Agreement") by and between the City and the Fiscal Agent and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this 2012 Bond assents to said terms and conditions. The Agreement is authorized under, this 2012 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2012 Bond are payable, on a parity with previously issued bonds of the District, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2012 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2012 Bond Date shown above; provided however, that if at the time of authentication of this 2012 Bond, interest is in default hereon, this 2012 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2012 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

Optional Redemption. The 2012 Bonds are subject to optional redemption from any source of available funds, other than from Prepayments of the Special Tax by property owners, prior to maturity, in whole, or in part among maturities as shall be specified by an Officer's Certificate of the City and by lot within a maturity, on any Interest Payment Date, at the following respective redemption prices (expressed as percentages of the principal amount of the 2012 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, _____ to and including March 1, _____	%
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and thereafter	100

Mandatory Redemption From Prepayments. The 2012 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal

amount of the 2012 Bonds to be redeemed), plus accrued interest thereon the date of redemption:

Redemption Dates	Redemption Price
March 1, _____ to and including March 1, _____	%
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and thereafter	100

Mandatory Sinking Payment Redemption. The Term 2012 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2012 Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The Term 2012 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2012 Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2012 Bonds.

Notice of redemption with respect to the 2012 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement. Any notice of redemption may be made conditional upon the Fiscal Agent having sufficient moneys available on the date specified to cause the redemption to occur as provided in the notice.

This 2012 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2012 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2012 Bonds for redemption or (ii) with respect to a 2012 Bond after such 2012 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2012 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2012 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2012 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2012 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2012 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2012 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Rancho Cordova has caused this 2012 Bond to be dated _____, 2012, to be signed by the Mayor of the City and countersigned by the City Clerk.

CITY OF RANCHO CORDOVA

By: _____
Mayor

[S E A L]

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2012 Bonds described in the Resolution and the Agreement.

Dated: _____, 2012

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)
_____, attorney, _____
to transfer the same on the registration books of the Fiscal Agent with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a
member firm of the New York Stock Exchange or a
commercial bank or trust company.

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

Jones Hall Draft 11/7/12

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2012**NEW ISSUE****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2012 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS - Tax Exemption."

\$ _____ *

**CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BONDS
SERIES 2012**

Dated: Date of Delivery**Due: September 1, as shown on inside cover.**

Authority for Issuance. The City of Rancho Cordova (the "City") is issuing the above-captioned bonds (the "2012 Bonds") for its Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of December 1, 2012, which supplements a Fiscal Agent Agreement dated as of November 1, 2003, as previously amended (collectively, the "Fiscal Agent Agreement"), by and between the City Council and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). See "THE 2012 BONDS – Authority for Issuance."

Security and Sources of Payment. The 2012 Bonds are payable from a parity pledge of proceeds of Special Tax Revenues (as defined in this Official Statement) levied on property within the District according to the rate and method of apportionment of special tax approved by the City Council and the eligible landowner voters in the District. The 2012 Bonds are secured by a first pledge of the revenues derived from the Special Tax Revenues and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement, on parity with certain outstanding bonds and bonds that may be issued in the future, subject to the conditions contained in the Fiscal Agent Agreement. See "SECURITY FOR THE 2012 BONDS."

Existing and Future Additional Bonds. The 2012 Bonds will be issued on parity with the District's outstanding bonds captioned "\$14,660,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2005," and "20,695,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2007" (together, the "Prior Bonds"). See "THE DISTRICT – Formation and Background."

The City may issue additional bonds secured by Special Tax Revenues on parity with the 2012 Bonds and the Prior Bonds upon the satisfaction of certain conditions, up to a \$75,000,000 total amount of bonds for the District. See "THE 2012 BONDS – Issuance of Future Additional Bonds."

Use of Proceeds. The 2012 Bonds are being issued to (i) refund the District's outstanding \$23,415,000 original principal amount of City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2003, (ii) increase the amount in a parity debt service reserve fund for the 2012 Bonds and the Prior Bonds, and (iii) pay the costs of issuing the 2012 Bonds. See "FINANCING PLAN."

Bond Terms. Interest on the 2012 Bonds is payable on March 1, 2013, and semiannually thereafter on each March 1 and September 1. The 2012 Bonds will be issued in denominations of \$5,000 or integral multiples of \$5,000. The 2012 Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the 2012 Bonds. See "THE 2012 BONDS – General Bond Terms" and "APPENDIX D – DTC and the Book-Entry Only System."

Redemption. The 2012 Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE 2012 BONDS - Redemption."

The 2012 Bonds, the interest thereon, and any premiums payable on the redemption of any 2012 Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the 2012 Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the 2012 Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the 2012 Bonds. The 2012 Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues as more fully described in this Official Statement.

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the 2012 Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the 2012 Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the 2012 Bonds.

The 2012 Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, has served as disclosure counsel to the City. Certain matters will be passed upon for the City by Meyers Nave Riback Silver & Wilson, A Professional Law Corporation, Sacramento, California, as City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Nossaman LLP, Irvine, California. It is anticipated that the 2012 Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2012.

Piper Jaffray & Co.

The date of this Official Statement is: _____, 2012.

* Preliminary; subject to change.

MATURITY SCHEDULE*

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

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†
---------------------------	---------------------	------------------	-------	-------	--------

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. ____

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. ____

† Copyright 2012, American Bankers Association. CUSIP data in this Official Statement are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. None of the District, the City and the Underwriter assumes any responsibility for the accuracy of CUSIP data.

* Preliminary; subject to change.

CITY OF RANCHO CORDOVA**City Council**

David Sander, Mayor
Linda Budge, Vice Mayor
Ken Cooley, Councilmember
Robert J. McGarvey, Councilmember
Daniel Skoglund, Councilmember

Staff

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

SPECIAL SERVICES**Bond Counsel**

Jones Hall, A Professional Corporation
San Francisco, California

Financial Advisor

Public Financial Management, Inc.
San Francisco, California

Special Tax Consultant

Goodwin Consulting Group, Inc.
Sacramento, California

Verification Agent

[]

Fiscal Agent

U.S. Bank National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

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

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

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

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

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

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

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

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

OFFICIAL STATEMENT

\$ _____ *

CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BONDS
SERIES 2012

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the "2012 Bonds") to be issued by the City of Rancho Cordova (the "**City**") on behalf of the City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "**District**").

Capitalized terms used but not defined in this Official Statement have the definitions given in "APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement."

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside cover and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2012 Bonds to potential investors is made only by means of the entire Official Statement.

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

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

Authority for Issuance of the 2012 Bonds. The 2012 Bonds are issued under the Act, the Resolution of Issuance adopted on _____, 2012 (the "**Resolution of Issuance**"), and a Supplemental Agreement No. 3 to Fiscal Agent Agreement, dated as of December 1, 2012, which supplements a Fiscal Agent Agreement dated as of November 1, 2003, as previously amended

* Preliminary; subject to change.

(collectively, the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank National Association, as fiscal agent (the "**Fiscal Agent**"). See "THE 2012 BONDS – Authority for Issuance."

Existing and Future Additional Bonds. The 2012 Bonds are secured on parity with the District's outstanding bonds captioned:

- (ii) "\$14,660,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2005" (the "**2005 Bonds**"), which were issued on December 28, 2005, and have an aggregate principal balance of \$14,335,000 as of December 1, 2012; and
- (ii) "20,695,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2007" (the "**2007 Bonds**," and together with the 2005 Bonds, the "**Prior Bonds**") which were issued on August 6, 2007, and have an aggregate principal balance of \$20,335,000 as of December 1, 2012.

See "THE DISTRICT – Formation and Background."

The City may issue additional bonds secured by Special Tax Revenues (as defined below) on parity with the 2012 Bonds and the Prior Bonds or subordinate thereto, upon the satisfaction of certain conditions, up to the total bond authorization for the District of \$75,000,000. See "THE 2012 BONDS – Issuance of Future Additional Bonds."

Purpose of the 2012 Bonds. Proceeds of the 2012 Bonds will be used primarily to refund the District's outstanding bonds captioned "\$23,415,000 City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2003" (the "**2003 Bonds**"), which were issued on November 5, 2003. Proceeds of the 2003 Bonds were used to finance infrastructure improvements in the District which have been completed. The 2003 Bonds have an outstanding aggregate principal balance of \$23,320,000 as of December 1, 2012. Proceeds of the 2012 Bonds will also increase the amount in a parity debt service reserve fund for the 2012 Bonds and Prior Bonds, and pay costs of issuance. See "FINANCING PLAN."

Redemption of Bonds Before Maturity. The 2012 Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE 2012 BONDS – Redemption."

Security and Sources of Payment for the 2012 Bonds. The City Council annually levies special taxes on the property in the District (the "**Special Taxes**") in accordance with the Rate and Method of Apportionment for City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 (the "**Rate and Method**"), which is attached as APPENDIX B to this Official Statement. The 2012 Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more particularly defined in the Fiscal Agent Agreement, the "**Special Tax Revenues**"), on parity with the Prior Bonds and bonds that may be issued in the future, subject to the conditions contained in the Fiscal Agent Agreement. The 2012 Bonds will also be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY FOR THE 2012 BONDS."

Debt Service Reserve Fund. A debt service reserve fund (the "**Reserve Fund**") was established in connection with the issuance of the Prior Bonds. In order to further secure the payment of principal of and interest on the 2012 Bonds (and any series of Outstanding Bonds), certain proceeds of the 2012 Bonds will be deposited into the Reserve Fund so that it contains an amount equal to the

Reserve Requirement (as defined in this Official Statement) for the 2012 Bonds and Prior Bonds. See "FINANCING PLAN – Estimated Sources and Uses of Funds" and "SECURITY FOR THE 2012 BONDS – Reserve Fund."

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE 2012 BONDS - Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Property Ownership and Development Status. Property within the District subject to the Special Tax is primarily comprised of developed residential property owned by homeowners and undeveloped land. For fiscal year 2012-13, the property within the District includes 2,264 parcels that have an assessed value for improvements on the County Roll, as well as 45 parcels that have been issued a building permit but have no improvement assessed value and 518 undeveloped single family lots within a final subdivision map. Under the Rate and Method, all developed and final mapped properties are classified as "**Developed Property**" and subject to the Special Tax levy, as well as any undeveloped property that the landowner requests to be classified as Developed Property. In addition, the District contains 2 parcels of undeveloped property not subject to a final map. See "THE DISTRICT – Development Status." Currently, the Special Tax is levied only on Developed Property; such levy is sufficient for payment of debt service on the Bonds, so no levy on undeveloped property has been necessary.

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

Assessed Valuation. The fiscal year 2012-13 assessed valuation of the property within the District (the most recent assessed valuation available) was \$595,338,940, of which \$594,974,430 constituted Developed Property. See "THE DISTRICT – Assessed Value-to-Burden Ratio."

Risk Factors Associated with Purchasing the 2012 Bonds. Investment in the 2012 Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the 2012 Bonds.

FINANCING PLAN

Refunding Plan

The City issued the 2003 Bonds for the purpose of financing a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for the development of property in the District (the "**Facilities**"). See "THE DISTRICT – Formation and Background."

The 2003 Bonds are currently outstanding in the aggregate principal amount of \$23,320,000, which will be redeemed in full, on a current basis, on March 1, 2013 (the "**Redemption Date**"), at a redemption price equal to 101% of the principal amount thereof, together with interest coming due and payable on the Redemption Date.

In order to accomplish the refinancing plan, the net proceeds of the 2012 Bonds, together with certain other funds on hand with respect to the 2003 Bonds, will be transferred to U.S. Bank National Association, as escrow agent for the 2003 Bonds (the "**Escrow Agent**"), for deposit in an escrow fund (the "**Escrow Fund**") to be established under an Escrow Agreement dated as of December 1, 2012, by and between the City and the Escrow Agent.

The Escrow Agent will invest the amounts on deposit in the Escrow Fund in United States Treasury Securities, State and Local Government Series or another authorized investment. These funds, together with any remaining amounts held in cash by the Escrow Agent, will be sufficient to pay and redeem the 2003 Bonds in full on the Redemption Date. See "VERIFICATION OF MATHEMATICAL ACCURACY."

Amounts on deposit in the Escrow Fund are not available to pay debt service on the 2012 Bonds.

Estimated Sources and Uses of Funds

The estimated proceeds from the sale of the 2012 Bonds will be deposited into the following funds established under the Fiscal Agent Agreement:

Sources

Principal Amount of 2012 Bonds	\$
<i>[Plus]/[Less]:</i> Original Issue [Premium][Discount]	
<i>Plus:</i> Funds Related to 2003 Bonds	
Total Sources	\$

Uses

Deposit into Escrow Fund [1]	\$
Deposit into Reserve Fund [2]	
Deposit into Costs of Issuance Account [3]	
Underwriter's Discount	
Total Uses	\$

[1] Will be used to defease and refund the 2003 Bonds. See "–Refunding Plan" above.

[2] Equal to the Reserve Requirement with respect to the 2012 Bonds as of their date of delivery.

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

THE 2012 BONDS

This section generally describes the terms of the 2012 Bonds contained in the Fiscal Agent Agreement, which is summarized in more detail in APPENDIX C.

Authority for Issuance

The 2012 Bonds are issued pursuant to the Fiscal Agent Agreement, approved by a resolution adopted by the City Council on _____, 2012, and the Act.

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

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

After issuance of the 2012 Bonds, the City will have a remaining authorization to issue additional bonds to total the \$75,000,000 (including the Bonds and the Prior Bonds) authorized amount for the District, all which may be secured on parity; the City expects to issue one or more additional series of bonds secured by the Special Tax of the District as development progresses and market conditions warrant, subject to the conditions set forth in the Fiscal Agent Agreement, to finance Facilities not acquired with proceeds of bonds. See "SECURITY FOR THE 2012 BONDS – Additional Bonds."

Description of the 2012 Bonds

The 2012 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("**DTC**"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of 2012 Bonds will not receive physical certificates representing their interest in the 2012 Bonds. So long as the 2012 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2012 Bonds.

Payments of the principal, premium, if any, and interest on the 2012 Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2012 Bonds. Disbursements of such payments to DTC's participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described in APPENDIX D to this Official Statement.

The 2012 Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the 2012 Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Seattle, Washington, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2012 Bonds. Interest on the 2012 Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2013.

Interest on the 2012 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2012 Bonds; provided that so long as any 2012 Bonds are in book-entry form, payments with respect to such 2012 Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX D – DTC and the Book-Entry Only System."

Each 2012 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a 2012 Bond, interest is in default thereon, such 2012 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the 2012 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2012 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described herein. See "APPENDIX D – DTC and the Book-Entry Only System."

Redemption

Optional Redemption. The 2012 Bonds will be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among series and maturities as will be specified by the City and by lot within a maturity, on any Interest Payment Date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the 2012 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, _____ through September 1, _____	
March 1, _____ and thereafter	

Special Mandatory Redemption From Prepaid Special Taxes. The 2012 Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part

among series and maturities as will be specified by the City and by lot within a maturity, or any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2007 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, 2013 through September 1, _____	103%
March 1, _____ through September 1, _____	102
March 1, _____ through September 1, _____	101
March 1, _____ and thereafter	100

Mandatory Sinking Fund Redemption. The 2012 Bonds maturing September 1, _____ and September 1, _____ (the "**Term Bonds**") are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of their principal amount to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

Term Bonds of _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
_____	_____

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2012 Bonds.

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2012 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2012 Bonds be purchased at a price in excess of their principal amount, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the MSRB, and to the respective registered Owners of any 2012 Bonds designated for redemption, at their addresses appearing on the 2012 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2012 Bonds.

The notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2012 Bonds are to be called for redemption, will designate the CUSIP numbers and 2012 Bond numbers of the 2012 Bonds to be redeemed by giving the individual CUSIP number and 2012 Bond number of each 2012 Bond to be redeemed or will state that all 2012 Bonds between two stated 2012 Bond numbers, both inclusive, are to be redeemed or that all of the 2012 Bonds of one or more maturities have been called for redemption, will state as to any 2012 Bond called in part the principal amount thereof to be redeemed, and will require that such 2012 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2012 Bonds will not accrue from and after the redemption date. Any notice of redemption may indicate that such redemption will be conditional upon the Fiscal Agent having sufficient moneys available on the date specified to cause the redemption to occur as provided in the notice.

Upon the payment of the redemption price of 2012 Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the 2012 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2012 Bonds of any maturity, the Fiscal Agent will select the 2012 Bonds to be redeemed, from all 2012 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion will deem appropriate. Upon surrender of 2012 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner a new 2012 Bond or 2012 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2012 Bond or 2012 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2012 Bonds so called for redemption will have been deposited in the Bond Fund, the 2012 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue on the called 2012 Bonds on or after the redemption date specified in the notice.

Transfer or Exchange of 2012 Bonds

So long as the 2012 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2012 Bonds will be made in accordance with DTC procedures. See "Appendix D." Any 2012 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2012 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2012 Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2012 Bond(s), for a like aggregate principal amount of 2012 Bond(s) of authorized denominations and of the same

maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of 2012 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2012 Bonds for redemption or (ii) with respect to a 2012 Bond after that 2012 Bond has been selected for redemption.

SECURITY FOR THE 2012 BONDS

The 2012 Bonds are secured, on a parity basis with the Prior Bonds (together with the 2012 Bonds and any Additional Bonds, the "**Bonds**"), by and payable from a first pledge of the proceeds of the Special Tax Revenues. The Special Tax Revenues and all moneys deposited into the Bond Fund and the Reserve Fund and, until disbursed as provided in the Fiscal Agent Agreement, the Improvement Fund and the Special Tax Fund are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The 2012 Bonds are secured on parity with the following Prior Bonds:

- \$14,660,000 original amount of City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2005" which were issued on December 28, 2005, and have an aggregate principal balance of \$14,335,000 as of December 1, 2012; and
- 20,695,000 original amount of City of Rancho Cordova Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Bonds, Series 2007" which were issued on August 6, 2007, and have an aggregate principal balance of \$20,335,000 as of December 1, 2012.

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

Special Taxes

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

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

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

Proceeds of the Bonds will not be sufficient to finance all the Facilities; a portion of the Facilities are anticipated to be financed in part with additional bonds of the District to be issued in the future secured on a parity with the Bonds, as well as from contributions of developers and pay-as-you-go moneys collected as part of the Special Tax levy. See "SECURITY FOR THE 2012 BONDS - Additional Bonds."

The City and the developers of property in the District contemplate that additional bonds secured by the Special Tax in the District on parity to or subordinate with the Bonds will be issued as development progresses and market conditions warrant. The issuance of additional Bonds is subject to certain conditions in the Fiscal Agent Agreement. See "Additional Bonds" below.

Rate and Method

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

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

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

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

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

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

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

Within each Zone, multiple Villages and Lettered Lots have been designated, which generally correspond to the land uses expected on large lots that will be created within the District upon recordation of a large-lot subdivision map. Based on these anticipated land uses, a maximum special tax obligation was assigned to each Village and Lettered Lots. The Rate and Method provides that, regardless of changes in land uses within Villages and Lettered Lots, the maximum special tax revenues that will be generated within the District will never be reduced to a point that debt service coverage requirements cannot be met.

With certain exceptions that may result from steps outlined in the Rate and Method, the District was established with five base year, fiscal year 2003-04, maximum annual special tax rates that apply

to the bulk of the single-family detached lots – \$725 (Zone 4) and \$755 (Zone 1) for the smallest lots, \$1,055 for the next smallest lots, \$1,155 for the medium-sized lots, and \$1,255 for the largest lots. In addition, a base year maximum annual special tax rate of \$7,000 per RD-10 acre (as designated in Attachment 2 to the Rate and Method) and \$5,000 per commercial acre will apply within the District. All the RD-10 zoned acreage is in Zone 2 and is currently planned and approved for single-family detached product. Per the landowners' request, multi-family property within Zone 2 will not be taxed, while multi-family (or single family) property in Zone 5 will pay a maximum of \$5,000 per acre. All these rates will escalate each fiscal year by 2% of the amount in effect in the prior fiscal year; the 2012-13 maximum Special Tax for single family units ranged from \$866.44 to \$1,499.84.

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

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

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

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

The following table shows the (fiscal year 2012-13) Maximum Special Tax rates.

Designation	Proposed Land Use	Maximum Tax Rate Per Unit or Per Acre*
Anatolia I (Zone 1)		
Villages 1, 2 and 7	Single-Family	\$1,261 per unit
Villages 3, 5, 6 and 8	Single-Family	\$1,380 per unit
Village 4	Single-Family	\$1,500 per unit
Village 9	Single-Family	\$902 per unit
Lot B	Commercial	\$5,975 per acre
Anatolia II (Zone 2)		
Villages 1, 2, 3 and 7	Single-Family	\$1,380 per unit
Villages 4, 5 and 6	Single-Family	\$1,500 per unit
Village 8	Single-Family	\$1,261 per unit
Lot A	Single-Family	\$12,887 per acre
Lot C	Commercial	\$5,975 per acre
Lot G	Rec. Center	\$8,366 per acre
Anatolia III (Zone 3)		
Villages 1, 2, 3 and 4	Single-Family	\$1,500 per unit
Villages 5 through 11	Single-Family	\$1,380 per unit
Anatolia IV (Zone 4)		
Village 1	Single-Family	\$866 per unit
Mather East (Zone 5)		
Lots A-1, A-2 and A-3	Commercial	\$5,975 per acre
Lot A-4	Multi-Family	\$5,975 per acre

*Rates for fiscal year 2012-13. All these rates escalate each fiscal year by 2% of the amount in effect in the prior fiscal year.

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

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

result in defaults in the payment of principal of and interest on the Bonds. See "BOND OWNERS' RISKS."

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

Prepayment in Full of the Special Tax. The special tax obligation assigned to a particular parcel within the District can be prepaid in full, which will release the parcel making the prepayment from the Mello-Roos special tax lien. Section G of the Rate and Method sets forth a detailed formula by which the prepayment for a parcel can be calculated. Proceeds of such prepayment will be used to redeem a portion of the Bonds. See "THE 2007 BONDS – Redemption."

Special Tax Fund

When received, the Special Taxes are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City will establish and maintain two accounts, (i) the Debt Service Account, to the credit of which the City will deposit, immediately upon receipt, all Special Tax Revenue, and (ii) the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

From time to time, the City may withdraw from the Debt Service Account or the Surplus Account of the Special Tax Fund amounts needed to pay the City administrative expenses; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses.

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

At such time as deposits to the Debt Service Account equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Debt Service Account in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 15th of each year. If there has been no levy for pay-as-you-go expenditures, there will likely be no amounts transferred to the Surplus Account.

Moneys in the Surplus Account may, at the City's discretion, be transferred to the Improvement Fund to pay for costs of the Facilities on a pay-as-you-go basis (including reimbursements to the Master Developer), pay the principal of, premium, if any, and interest on the Bonds or replenish the Reserve Fund to the amount of the Reserve Requirement.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

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

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

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

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

Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays. No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

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

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

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

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

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

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

The Board of Supervisors of Sacramento County has adopted the Teeter Plan, however the County elects to apply its Teeter Plan to the collection of the Special Taxes annually. As such, the Teeter Plan has been applicable since the initial year of a Special Tax levy but no assurance can be given that it will continue in any or all of the years that the Bonds are outstanding. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to the City or the District, the County's Teeter Plan may help protect owners of the 2012 Bonds from the risk of delinquencies in the payment of Special Tax. *However, there can be no assurance that the County will not modify or eliminate its Teeter Plan, or choose to remove the District from its Teeter Plan permanently or in any year while the 2012 Bonds are outstanding.*

Reserve Fund

General. Under the Fiscal Agent Agreement, the Fiscal Agent established a parity Reserve Fund (the "**Reserve Fund**") available for payment of all parity Bonds to the extent of any Special Tax payment delinquencies.

Reserve Requirement. For each Outstanding series of Bonds, the City is required to maintain on deposit in the Reserve Fund an amount, when combined with amounts previously deposited therein, is equal to the parity "**Reserve Requirement**," which is:

- (i) the lesser of 10% of the original principal amount of the Bonds;
- (ii) 100% of maximum annual debt service on the Bonds; or
- (iii) 125% of average annual debt service on the Bonds.

On the date of delivery of the 2012 Bonds, the Fiscal Agent will deposit \$_____ of their proceeds into the Reserve Fund so that the amount that the amount therein, when combined with the existing parity Reserve Fund balance, equals the Reserve Requirement.

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

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

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

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

Additional Bonds

The Resolution of Formation authorizes the issuance of up to \$75,000,000 of bonds; the City has previously bonds in the total amount of \$58,770,000. In addition to the 2003 Bonds (as refunded by the 2012 Bonds), the 2005 Bonds and the 2007 Bonds, the City may, by a Supplemental Fiscal Agent Agreement, authorize the issuance of one or more additional series of bonds ("**Additional Bonds**") payable from Special Taxes and secured by the Special Taxes on a parity with the Bonds and other Additional Bonds previously issued. However, this is conditioned on compliance by the City with the conditions contained in the Fiscal Agent Agreement, which include the following:

(i) The amount on deposit in the Reserve Fund will be increased (or a separate reserve fund established) to an amount at least equal to the Reserve Requirement with respect to the Outstanding Bonds and the Additional Bonds.

(ii) Projected Maximum Special Taxes plus projected investment earnings on amounts held in the Reserve Fund to be transferred to the Bond Fund pursuant to the terms of the Fiscal Agent Agreement for each Fiscal Year are equal to or greater than 105% of maximum Debt Service for each Bond Year that the Bonds and Additional Bonds will be outstanding; provided that such projection of investment earnings on amounts held in the Bond Reserve Account may assume an investment rate equal to the City's average portfolio rate available to the City at the time of determination.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and improvements to be financed from proceeds of the bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least 4.00 times the sum of (i) the aggregate principal amount of all bonds then outstanding plus (ii) the aggregate principal amount of the series of bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all bonds issued under the Act, other than bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available fiscal year.

(iv) The aggregate value of parcels in the District subject to 90% of the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and improvements to be financed from proceeds of the bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least 3.00 times 90% of the sum of (i) the aggregate principal amount of all bonds then outstanding plus (ii) the

aggregate principal amount of the series of bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all Other Mello-Roos Bonds equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available fiscal year.

Notwithstanding paragraphs (ii), (iii) and (iv) above, if there will be deposited with the Fiscal Agent cash or a letter of credit from a reputable bank that is acceptable to the City in an amount (the "**Letter of Credit Amount**") equal to the shortfall in the valuation of the property in the District to meet the value-to-lien requirement set forth in paragraphs (ii) or (iii) above, the Letter of Credit Amount will be excluded from the debt computation under paragraphs (ii), (iii) and (iv) above. Any such letter of credit deposited with the Fiscal Agent will remain in effect, and the Letter of Credit Amount will not be reduced or the letter of credit thereafter terminated, until satisfaction of paragraphs (ii) or (iii) above with respect to the amount by which the letter of credit is proposed to be reduced, or with respect to the Letter of Credit Amount in connection with the proposed termination of the letter of credit.

As an alternative to issuing Additional Bonds secured on parity with the Bonds, the City may issue bonds for the District secured by Special Taxes on a subordinate basis to the pledge of Special Taxes for payment of the Bonds and Additional Bonds.

DEBT SERVICE SCHEDULE

The annual debt service on the Prior Bonds and the 2012 Bonds based on the interest rates and maturity schedule set forth on the cover of this Official Statement is shown below, followed by a table showing projected debt service coverage.

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

Period Ending (September 1)	2005 Bonds Debt Service	2007 Bonds Debt Service	2012 Bonds Principal	2012 Bonds Interest	2012 Bonds Total	2005, 2007, 2012 Bonds Total
2013						
2014						
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						

Source: The Fiscal Agent for 2005 Bonds and 2007 Bonds, Piper Jaffray & Co. for 2012 Bonds.

THE DISTRICT

Formation and Background

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

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

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

Description and Location

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

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

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

The Sunridge Specific Plan. The property in the District is within the City's 2,605-acre Sunridge Specific Plan dated July 17, 2002, a copy of which is available on the City's website. The Specific Plan area is primarily south of Douglas Road, east of Sunrise Boulevard, and north of Grant Line Road. It encompasses 2,606 acres. The Specific Plan area provides a mix of uses organized around the neighborhood unit. It provides for a surplus of housing to offset the jobs and housing imbalance in the City. The project plan primarily residential, but is supplemented with complementary commercial and office uses. Housing types consist mostly of single-family residential units, but also include multi-family garden apartments, townhouses, and condominiums. Four elementary schools are also designated in the project, in addition to 99 acres of parkland.

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

Land Use. Property in the District is comprised of approximately 712 acres of both developed parcels, final map parcels and undeveloped land designated for development as single-family residential, multi-family and commercial uses eligible for Special Tax levies under the Rate and Method, as well as sites for parks, a community recreation center, two elementary school sites, a fire station and a ground water treatment plant (not subject to Special Taxes). The development has approximately 481.6 gross acres allocated to open space and wetland preserve (not subject to the Special Tax). Approximately ____ acres are also zoned as Public Property or Multi-Family Property (as each of those terms is defined in the Rate and Method) and are not taxable under the Rate and Method. See "SECURITY FOR THE 2012 BONDS – Rate and Method." See also "– Development Status" and "– Property Ownership" below.

Current and Prospective Development. Property in the District was mapped and master planned by entities affiliated with Angelo Tsakopoulos, a local developer, and his development company, AKT Development Corporation, and has been designated as "Anatolia I", "Anatolia II", "Anatolia III" and "Anatolia IV" in addition to an area referred to as "Mather East" located at the southwest quadrant of Douglas Road and Sunrise Boulevard, planned for commercial development, multifamily residential development and open space. One of these entities, Sunridge Anatolia LLC, as the master developer of the area, constructed or caused to be constructed backbone ("off-site") infrastructure improvements for development, including the facilities financed with proceeds of the 2003 Bonds and Prior Bonds. The Master Developer did not plan to develop property for end users. Most of the land in Anatolia I, Anatolia II and Anatolia III has been sold to merchant homebuilders and developed as single family residences now owned by homeowners. The Master Developer likewise sold and expects to sell its Anatolia IV holdings in the District. Neither the Master Developer or its affiliated entities own the Mather East property. For a table showing the current development status of property in the District, see "Development Status" below.

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

Environmental Matters

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

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

Jet Fuel Plume Affecting Local Water Supplies. A local water issue was the subject of consideration during the formation process undertaken for the Sunrise Douglas Community Plan and Sunridge Specific Plan. The water issue began in 1999 when the State Department of Health Services indicated it would not allow permits for the construction of housing in the Sunrise-Douglas area, based

on the wells proposed for the local project area. Five wells on the former Mather Air Force Base and other nearby areas were contaminated due to past rocket testing and chemical manufacturing by Aerojet and Boeing in the area. In July 2002, the North Vineyard Well Field plan was approved in conjunction with the Specific Plan approval. The water supply plan included the construction of a well field to extract groundwater from the basin of an underlying Zone 40, at a location sufficiently down-gradient to significantly reduce or eliminate the possibility of contamination to the well field by known contaminant plumes. The Sacramento County Water Agency (“**SCWA**”) provides water supply to the Specific Plan Area and conditions of the Sunridge Specific Plan rezoning require that the SCWA Board of Directors make certain findings regarding the availability of water prior to approval of any tentative map. The City reports that development in the District is not negatively impacted by the availability of water.

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

Levy of Special Tax; Maximum Special Tax Revenue Projection

Levy of Special Tax. The Special Tax will be levied and collected through the application of the appropriate amount or rate as described in the Rate and Method each year in an amount at least sufficient to pay debt service on outstanding Bonds and administrative expenses of the District. See “SECURITY FOR THE 2012 BONDS- Rate and Method” above and Appendix B.

At the time of formation of the District, the City and Sunridge Anatolia LLC (the “**Master Developer**”) contemplated that a shortfall will occur between the anticipated cost of the Facilities and the amount of proceeds of the Bonds and any Additional Bonds to pay for such Facilities. To cover the shortfall, the Master Developer and the City agreed that the Master Developer will be reimbursed shortfall costs from Special Taxes collected in excess of the amounts required to pay required debt service and City administration costs. To generate moneys for such shortfall reimbursement, the City has been assessing the Special Tax on Developed Property (as defined in the Rate and Method) at the maximum rate permitted under the Rate and Method, commencing with the levy of special taxes for fiscal year 2003-04 and has paid to the Master Developer on a semi-annual basis payments towards such shortfall. This arrangement expires in November 2013. After the expiration of such period, the City may, but is not required to, continue levying at the maximum rate and use excess Special Taxes for continued pay-as-you-go payments to the Master Developer.

The Rate and Method definition of Developed Property is any property that is the subject of a Final Map or has been designated as “Developed” by the property owner through written notification to the City. Developed Property for the 2012-13 tax levy consists of all property in Anatolia I, II and Mather East, as well as all property in Anatolia III, except for 84 lots which are currently being used as an interim detention basin. Developed Property The 84 lots used for an interim detention basin and Anatolia IV are deemed Undeveloped Property for purposes of the Rate and Method. The Developed Property per the Rate and Method currently includes all property in Anatolia I, II and Mather East, however commercial property in Anatolia I (Lot “B”) and Anatolia II (Lot “C”) and Lots A1, A2 and A4 in Mather East are in fact undeveloped and have no final map but are included as Developed Property because the Master Developer requested so.

The following table shows development originally planned for the District and the current status of development and the related 2012-13 Special Tax levy.

Projected and Completed Development; 2012-13 Special Tax Levy

Village No.	Type of Development	Expected No. of Single Family Units, Multi-family acres or Non-Residential Acres	Assessed No. Of Single Family Units, Multi-family Acres or Non-Residential Acres	Number of Lots with Improvement Value	No Improvement Value but includes Building Permit	No Improvement Value or BP but Final Map	2012-13 Special Tax Levy	Tentative Map
1	Single Family	111	111	111	0	NA	\$139,951.02	
2	Single Family	106	106	106	0	NA	\$133,646.92	
3	Single Family	149	149	149	0	NA	\$205,670.66	
4	Single Family	117	117	117	0	NA	\$175,481.28	
5	Single Family	105	105	105	0	NA	\$144,935.70	
6	Single Family	103	103	102	1	NA	\$142,175.02	
7	Single Family	132	131	131	0	NA	\$165,167.42	
8	Single Family	108	108	108	0	NA	\$149,076.72	
9 (Lot A)	Single Family Comm (Shopping Center)	118	118	14	2	102	\$106,471.40	
Lot B*		14.5 acres	14.98 Acres	0	0	0	\$89,512.39	yes
<u>Zone 2 - Anatolia II</u>								
1	Single Family	152	150	150	0	NA	\$207,051.00	
2	Single Family	117	117	117	0	NA	\$161,499.78	
3	Single Family	56	56	56	0	NA	\$77,299.04	
4	Single Family	124	124	124	0	NA	\$185,980.16	
5	Single Family	104	103	101	2	NA	\$154,483.52	
6	Single Family	92	92	89	3	NA	\$137,985.28	
7	Single Family	114	114	114	0	NA	\$157,358.76	
8	Single Family	122	122	121	1	NA	\$153,820.04	
Lot A	RD-10	8.95 acres	5.81 acres	98	1	NA	\$74,872.44	
Lot C*	Comm.	11.13 acres	11.76 acres	0	0	0	\$70,271.41	yes
Lot G	Rec. Center	3.83 acres	4.34 acres	1	0	NA	\$36,306.88	
<u>Zone 3 - Anatolia III</u>								
1	Single Family	99	98	91	0	7	\$146,984.32	
2	Single Family	96	96	13	0	83	\$143,984.64	
3	Single Family	88	88	0	0	88	\$131,985.92	
4	Single Family	112	108	98	10	NA	\$161,982.72	
5	Single Family	110	110	7	5	98	\$151,837.40	
6	Single Family	117	121	80	1	40	\$167,021.14	
7	Single Family	80	80	45	2	33	\$110,427.20	
8	Single Family	31	31	10	1	20	\$42,790.54	

9	Single Family	47	0	0	0	0	\$0.00	?
10	Single Family	63	63	5	16	42	\$86,961.42	
11	Single Family	36	0	0	0	0	\$0.00	?

**Zone 4 -
Anatolia IV**

1	Single Family	203	0	0	0	0	\$0.00	yes
		3.8 acres	0			0		

**Zone 5 -
Mather
East**

Lot A1*	Comm	4.63 acres	4.75 acres	0	0	0	\$28,383.44	yes
Lot A2*	Comm	13.44 acres	13.53 acres	0	0	0	\$80,847.97	yes
Lot A3	Comm	2.4 acres	2.38 acres	1	0	0	\$14,221.59	
Lot A4*	Multi-family	12.01 acres	11.82 acres	0	0	0	\$70,629.94	yes

* Subject to confirmation from City in regards to tentative map.

Goodwin Consulting Group

The following table illustrates the 2012-13 actual tax levy and projected uses of those funds.

2012-13 Special Tax Levy

Developed Property				
<i>Special Tax from Properties with Improvement Assessed Value*</i>	<i>Properties with a Building Permit but No Improvement Assessed Value*</i>	<i>Final Mapped Property without a Building Permit*</i>	<i>Undeveloped Property</i>	<i>Total 2012-13 Tax Levy</i>

* Reflects maximum special tax.

Expected Uses of 2012-13 Special Tax Levy

<i>2013 Bond Year Debt Service ⁽¹⁾</i>	<i>CFD Administration</i>	<i>Pay as you go Funding</i>	<i>Total Expected Uses</i>

⁽¹⁾ Reflects debt service expected to be due on the Series 2003, 2005 and 2007 Bonds on March 1st and September 1st, 2013.

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

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

Development Status

The following table shows the development status of the District as of the delivery date of the 2012 Bonds.

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

	Number of Lots/Units	Assessed Value	Improvement Assessed Value	Total Assessed Value ⁽¹⁾	FY 2012-13 Maximum Special Tax ⁽³⁾	FY 2012-13 Special Tax Levy ⁽³⁾	Projected CFD Debt Lien ^{(2)*}
Has Improvement Value on Fiscal Year 2012-13 Property Tax Roll	2,264	\$177,418,758	\$395,001,314	\$572,548,050	\$3,124,657	\$3,124,657	\$
Building Permit but no Improvement Value	45	1,098,564	0	1,098,564	62,148	62,148	
Final Mapped	518	21,327,816	0	21,327,816	1,020,271	1,020,271	
Undeveloped	2	364,510	0	364,510	290,456	0	
Total	2,829	\$200,209,648	\$395,001,314	\$595,338,940	\$4,497,531	\$4,207,075	\$

* Preliminary; subject to change.

(1) May not sum due to the "Other Values" not being accounted for.

(2) Represents the projected debt lien based on the aggregate of the District's outstanding Bonds as of September 2, 2012, and \$_____, which is the initial principal amount of the 2012 Bonds. Calculated based on the actual fiscal year 2012-13 Special Tax levy and not the Maximum Special Tax.

(3) See "Levy of Special Tax; Maximum Special Tax Revenue Projection" above.

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

Assessed Values and Value-to-Burden Ratios

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

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

Fiscal Year	Land Assessed Value	Improvement Assessed Value	Assessed Value
2012-13	\$200,209,648	\$395,001,314	\$595,338,940
2011-12	215,790,904	414,484,838	630,275,742
2010-11	224,324,088	400,691,493	625,015,581
2009-10	260,930,074	406,061,316	666,991,390
2008-09	307,506,302	520,186,781	827,693,073

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

Value-to-Burden Ratios. The 2012-13 assessed value for all taxable property in the District is \$595,338,940. Assuming a 2012 Bonds principal amount of \$25,540,000* and outstanding 2005 Bonds and 2007 Bonds of \$34,505,000, and overlapping general obligation and Mello-Roos debt outstanding of \$7,213,970 (see "Direct and Overlapping Governmental Obligations" below), the assessed value to lien ratio for the District is 8.85:1*.

* Preliminary; subject to change.

The table below shows the approximate projected value-to-burden ratio for the parcels in the District currently classified as Developed Property and subject to the Special Tax levy, based on the assessed values reported by the County Assessor for fiscal year 2012-13, the Outstanding principal amount of the 2005 Bonds and the 2007 Bonds, and the initial principal amount of the 2012 Bonds.

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

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

Value-to-Burden	Number of Lots/Units	Land Assessed Value	Improvement Assessed Value	Total Assessed Value (1)	FY 2012-13 Maximum Special Tax	FY 2012-13 Special Tax Levy	Projected Debt Lien (2)*
20:1 and Above	39	\$4,842,115	\$14,664,083	\$19,506,198	\$58,920	\$58,920	
15:1 to 20:1	404	32,778,482	91,753,930	124,660,390	547,195	547,195	
10:1 to 15:1	1,727	131,726,931	278,093,834	409,820,765	2,357,330	2,357,330	
5:1 to 10:1	94	6,602,763	9,625,600	16,228,363	125,601	125,601	
4:1 to 5:1	1	1,538,467	863,867	2,402,334	36,307	36,307	
3:1 to 4:1	2	146,197	0	145,197	2,761	2,761	
2:1 to 3:1	4	3,608,351	0	3,608,351	111,992	111,992	
1:1 to 2:1	555	17,319,358	0	17,319,358	896,340	896,340	
1:1 to 2:1 (MFR Units) (3)	1	1,556,633	0	1,556,633	70,630	70,630	
Total	2,827	\$200,118,294	\$395,001,314	\$595,247,584	\$4,607,075	\$4,207,075	

* Preliminary; subject to change.

(1) May not sum due to the "Other Values" not being accounted for.

(2) Represents the projected debt lien based on the aggregate of the District's outstanding Bonds as of September 2, 2012, and \$_____, which is the initial principal amount of the 2012 Bonds. Calculated based on the actual fiscal year 2012-13 Special Tax levy and not the Maximum Special Tax, and therefore, the Undeveloped Property that are not taxed in fiscal year 2012-13 are not represented in this table.

(3) The planned development for this parcel includes 238 multi-family residential ("MFR") units.

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

Property Ownership

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

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

end users. At the time of formation of the District, the Mather East portion was owned by Mather East, a California limited partnership unaffiliated with the Master Developer.

The table below shows the top ten taxpayers within the District designated as of January 1, 2012 (the lien date for the 2012-13 County property tax roll, the most recent tax roll for which information is available).

**Sunridge Anatolia Community Facilities District No. 2003-1
Property Ownership by Share of Special Taxes
(as of January 1, 2012)**

Property Owner	Number of Lots/Units	Land Assessed Value	Improvement Assessed Value	Total Assessed Value (1)	FY 2012-13 Maximum Special Tax	FY 2012-13 Special Tax Levy	Projected Debt Lien (2)*
ANATOLIA LLC	2	\$2,548,646	\$0	\$2,548,646	\$159,784	\$159,784	\$2,196,182
TW INVESTMENTS LLC	100	2,928,800	\$0	2,928,800	149,984	149,984	2,061,486
LENNAR HOMES OF CALIFORNIA INC	95	3,101,060	0	3,101,060	139,856	139,856	1,922,276
7777 GREENBACK LLC	98	3,586,800	0	3,586,800	135,273	135,273	1,859,292
MOHAMED JOSEPH SR & SHIRLEY M	106	1,588,834	242,658	1,831,492	95,644	95,644	1,314,596
RANCHO CORDOVA 75 L P	67	1,392,280	0	1,392,280	92,483	92,483	1,271,148
DONAHUE SCHRIER RLTY GROUP LP	1	2,600,000	0	2,600,000	80,848	80,848	1,111,232
TL COPPER RIDGE LP	52	1,196,000	0	1,196,000	71,778	71,778	986,563
RHNC SUNDANCE SACRAMENTO	1	1,556,633	0	1,556,633	70,630	70,630	970,788
SUNRIDGE ANATOLIA LLC	2	1,901,957	863,867	2,765,824	36,307	36,307	499,028
Total	524	\$22,401,010	\$1,106,525	\$23,507,535	\$1,032,586	\$1,032,586	\$14,192,590

* Preliminary; subject to change.

(1) May not sum due to the "Other Values" not being accounted for.

(2) Represents the projected debt lien based on only CFD No. 2003-1 outstanding debt as of September 2, 2012. Calculated based on the actual fiscal year 2012-13 Special Tax levy and not the Maximum Special Tax..

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

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

Estimated Tax Burden on Single Family Homes

Single-Family Detached. The following table shows a sample tax bill for an average single family property with improved value (based on the average assessed value of single-family property with an improved value) using projected tax rates for fiscal year 2012-13.

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

<u>Assumptions</u>	<u>Amount</u>
Total Assessed Value (1)	\$249,000
Homeowner's Exemption	(7,000)
Net Assessed Value	\$242,000

<u>Ad Valorem Taxes</u>	<u>Applied Percentage</u>	<u>Amount</u>
County Wide 1%	1.0000%	\$2,420
Los Rios College GOB	0.0192	46
Total Ad Valorem Taxes	1.0192%	\$2,466

<u>Direct Assessments</u>	<u>Amount</u>
Sunridge Anatolia CFD No. 2003-1 (2)	\$1,380
All Other Direct Assessments (3)	1,044
Total Direct Assessments	\$2,424

Total Property Tax Payment	\$4,890
Percentage of Total Assessed Value	1.96%

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

(2) Equals the "Level 2" Maximum Special Tax rate for fiscal year 2012-13 for parcels in Zone 2, Zone 3, and Zone 5, as defined in the Rate and Method.

(3) Represents the fiscal year 2011-12 total direct assessment amount, excluding the District's Special Tax levy, for a sample parcel. Current fiscal year 2012-13 amounts were not available at the time this data was collected.

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

Direct and Overlapping Governmental Obligations

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

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

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies that have outstanding debt as of the date of the Debt Report and whose territory overlaps the District; (2) the second column shows the percentage of the assessed valuation of the overlapping public agency identified in column 1 which is represented by property located within the District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the District, as determined by multiplying the total

outstanding debt of each agency by the percentage of the public agency's assessed valuation represented in column 2.

**Direct and Overlapping Governmental Obligations
As of August 27, 2012**

CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2003-1

2011-12 Local Secured Assessed Valuation: \$630,275,742

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 9/1/12</u>
Los Rios Community College District	0.436%	\$ 1,296,642
Elk Grove Unified School District Community Facilities District No. 1	4.114	5,917,328
City of Rancho Cordova Community Facilities District No. 2003-1	100.	57,825,000 (1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$65,038,970

<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Sacramento County General Fund Obligations	0.563%	\$ 1,894,206
Sacramento County Pension Obligations	0.563	5,402,732
Sacramento County Board of Education Certificates of Participation	0.563	52,443
Los Rios Community College District Certificates of Participation	0.468	28,571
City of Rancho Cordova Certificates of Participation	9.973	2,282,820
Sacramento Metropolitan Fire Pension Obligations	1.286	809,781
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$10,470,553
Less: Sacramento County self-supporting obligations		37,538
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$10,433,015

COMBINED TOTAL DEBT	\$75,509,523 (2)
COMBINED TOTAL DEBT	\$75,471,985

(1) Excludes Mello-Roos Act bonds to be sold, but includes 2003 Bonds being refunded.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2011-12 Local Secured Assessed Valuation:

Direct Debt (\$57,825,000)	9.17%
Total Direct and Overlapping Tax and Assessment Debt	10.32%
Gross Combined Total Debt.....	11.98%
Net Combined Total Debt.....	11.97%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/12: \$0

Special Tax Collection and Delinquency Rates

Overall Delinquencies. The table below shows the collections and delinquencies of the Special Taxes as of the end of the past five fiscal years, with updated delinquency amounts as of June 30, 2012.

Sunridge Anatolia Community Facilities District No. 2003-1 Special Tax Collections and Delinquencies Fiscal Years 2006-07 through 2011-12

Fiscal Year	<u>As of the end of each Fiscal Year</u>			<u>As of June 30, 2012</u>			
	Number of	Amount	Percentage	Number of	Amount	Percentage	
	Parcels Delinquent	Delinquent	Delinquent	Parcels Delinquent	Delinquent	Delinquent	
2011-12	30	\$31,743	0.77%	30	\$31,743	0.77%	
2010-11	61	59,384	1.47	0	0	0.00	(1)
2009-10	75	74,080	1.87	0	0	0.00	(1)
2008-09	149	147,204	3.79	0	0	0.00	(1)
2007-08	357	355,119	9.32	0	0	0.00	(2)

(1) The Sacramento County Tax Collector's Office reports that all prior year delinquent amounts were remitted to the City through the Teeter Plan.

(2) All delinquent taxes were stripped from the County Tax Roll and collected directly by a foreclosure attorney on behalf of the City.

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

Prior or Pending Foreclosure Actions. The City annually reviews its foreclosure covenant with respect to the Bonds and has not been required to undertake any foreclosure proceedings since the initial series of Bonds was issued.

Potential Consequences of Special Tax Delinquencies

General. Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the 2012 Bonds. See "BOND OWNERS' RISKS."

Special Tax Enforcement and Collection Procedures. The City could receive additional funds for the payment of debt service through foreclosure sales of delinquent property, but no assurance can be given as to the amount foreclosure sale proceeds or when foreclosure sale proceeds would be received. The City has covenanted in the Fiscal Agent Agreement to take certain enforcement actions and commence and pursue foreclosure proceedings against delinquent parcels under the terms and conditions described in this Official Statement. See "SECURITY FOR THE 2012 BONDS — Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Foreclosure actions would include, among other steps, formal City Council action to authorize commencement of foreclosure proceedings, mailing multiple demand letters to the record owners of the delinquent parcels advising them of the consequences of failing to pay the applicable special taxes and contacting secured lenders to obtain payment. If these efforts were unsuccessful, they would be followed (as needed) by the filing of an action to foreclose in superior court against each parcel that remained delinquent.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. See "SECURITY FOR THE 2012 BONDS – Rate and Method." In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2012 Bonds. See "BOND OWNERS' RISKS."

BOND OWNERS' RISKS

The purchase of the 2012 Bonds involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the 2012 Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2012 Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the 2012 Bonds.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the 2012 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2012 Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2012 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if

ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2012 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "–Property Tax Delinquencies" below. For a summary of recent Special Tax collection and delinquency rates in the District, see "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary ad valorem property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE 2012 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2012 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE 2012 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner, including situations in which the County initially sent property tax bills to the property developer or merchant builder at a time when the parcels in question had already been sold to individual homeowners. Delinquencies can also reflect economic difficulties and duress by the property owner. See "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Numerous future delinquencies by the owners of Taxable Property in the District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax Revenues necessary to pay debt service on the 2012 Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the 2012 Bonds. See "SECURITY FOR THE 2012 BONDS – Reserve Fund," and "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Measures to Mitigate Consequences of Continuing Delinquencies. The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see "SECURITY FOR THE 2012 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure"); and increasing the levy of Special Taxes against non-delinquent property owners in the District, to the extent permitted under the Rate and Method and the Act and to the extent the Special Taxes are not already being levied at the Maximum Special Tax rate. See "THE DISTRICT – Potential Consequences of Special Tax Delinquencies."

Risks Related to Homeowners With High Loan-to-Value Ratios

Any future decline in home values in the District could result in property owner unwillingness or inability to pay mortgage payments, as well as ad valorem property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Payment of Special Tax is Not a Personal Obligation of the Property Owners

An owner of Taxable Property is not personally obligated to pay the Special Taxes. Rather, the Special Taxes are an obligation running only against the parcels of Taxable Property. If, after a default in the payment of the Special Tax and a foreclosure sale by the City, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the affected parcels of Taxable Property, the City has no recourse against the owner.

Property Values

The value of Taxable Property within the District is a critical factor in determining the investment quality of the 2012 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in the District.

Risks Related to Availability of Mortgage Loans. The current state of the world-wide capital markets has adversely affected the availability of mortgage loans to homeowners, including potential buyers of homes within the District. Any such unavailability could hinder the ability of the current homeowners to resell their homes, or the sale of newly completed homes in the future.

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "THE DISTRICT – Environmental Conditions."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Legal Requirements. Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the

marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Future Property Development

Continuing development of the parcels in the District may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the developer, water or electricity shortages, discovery on the undeveloped property of any plants or animals in their habitat that have been listed as endangered species, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the property in the District.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "THE DISTRICT – Direct and Overlapping Governmental Obligations" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of Taxable Property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2012 Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the

event of proceedings to foreclose for delinquency of Special Taxes securing the 2012 Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "— Bankruptcy and Foreclosure Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE 2012 BONDS – Rate and Method."

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to

pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2012 Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the 2012 Bonds.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement for the 2012 Bonds. See "SECURITY FOR THE 2012 BONDS –Reserve Fund." The Reserve Fund will be used to pay principal of and interest on the 2012 Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the 2012 Bonds (and the Prior Bonds and any Additional Bonds, the principal of and interest on which is payable from amounts in the Reserve Fund) under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE 2012 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2012 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2012 Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the 2012 Bonds and the possibility of delinquent Special Taxes not being paid in full.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2012 Bonds on a timely basis.

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in the District or the lending of money secured by property in the District. The Act and the Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The 2012 Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the 2012 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondholder is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. See "APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement." So long as the 2012 Bonds are in book-entry form, DTC will be the sole Bondholder and will be entitled to exercise all rights and remedies of Bond holders.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS – Tax Exemption," interest on the 2012 Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the 2012 Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the 2012 Bonds were to become includable in gross income for purposes of federal income taxation, the 2012 Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Taxes. See "THE 2012 BONDS – Redemption."

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2012 Bonds will be selected for audit by the IRS. It is also possible that the market value of such 2012 Bonds might be affected as a result of such an audit of such 2012 Bonds (or by an audit of similar bonds or securities).

Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2012 Bonds to be subject, directly or indirectly, to federal income taxation or to be

subject to or exempted from state income taxation, or otherwise prevent Bondowners from realizing the full current benefit of the tax status of such interest.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2012 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the 2012 Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2012 Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District and its obligations can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the 2012 Bonds or, if a secondary market exists, that any 2012 Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the 2012 Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the

Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the 2012 Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the 2012 Bonds or obligations that present similar tax issues as the 2012 Bonds.

LEGAL MATTERS

Legal Opinions

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the 2012 Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX F.

Jones Hall, A Professional Law Corporation, San Francisco, California, has served as Disclosure Counsel to the City. Meyers Nave Riback Silver & Wilson, A Professional Law Corporation, Sacramento, California, will pass upon certain legal matters for the City as its general counsel. Nossaman LLP, Irvine, California, is serving as counsel to the Underwriter.

Tax Exemption

Opinion of Bond Counsel. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2012 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code") that must be satisfied subsequent to the issuance of the Bonds. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2012 Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a 2012 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a 2012 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. De minimis original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2012 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is

added to the adjusted basis of such 2012 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2012 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2012 Bonds who purchase the 2012 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2012 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2012 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2012 Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2012 Bond (said term being the shorter of the 2012 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2012 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2012 Bond is amortized each year over the term to maturity of the 2012 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2012 Bond premium is not deductible for federal income tax purposes. Owners of premium 2012 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2012 Bonds.

In the further opinion of Bond Counsel, interest on the 2012 Bonds is exempt from California personal income taxes.

Owners of the 2012 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2012 Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the 2012 Bonds other than as expressly described above.

No Litigation

At the time of delivery of the 2012 Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the School District has been served with process or threatened, which:

- in any way questions the powers of the City Council or the City, or
- in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of the 2012 Bonds, or
- wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the purchase contract with respect to the 2012 Bonds, or
- which, in any way, could adversely affect the validity or enforceability of the resolutions of the City Council adopted in connection with the formation of the District or the issuance of the 2012 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement or the purchase contract with respect to the 2012 Bonds, or
- to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the 2012 Bonds for federal income tax purposes, or

- in any other way questions the status of the 2012 Bonds under State tax laws or regulations.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the 2012 Bonds to provide certain financial information and operating data relating to the District and the 2012 Bonds by not later than nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30) (the "**Annual Report**") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in APPENDIX E.

[**Confirm.**] The City has never failed to comply, in any material respect, with an undertaking under the Rule in the last five years.

VERIFICATION OF MATHEMATICAL ACCURACY

_____, upon delivery of the 2012 Bonds, will deliver a report on the mathematical accuracy of certain computations contained in schedules provided to them, which were prepared by the Financial Advisor, relating to the sufficiency of the anticipated receipts from the moneys deposited in the Escrow Fund to pay, on the optional redemption date, the principal and interest requirements of the 2003 Bonds.

NO RATING

The City has not obtained a formal credit rating on the 2012 Bonds. Nothing should be assumed from any credit rating that the City may obtain for other purposes. Prospective purchasers of the 2012 Bonds are required to make independent determinations as to the credit quality of the 2012 Bonds and their appropriateness as an investment.

UNDERWRITING

The 2012 Bonds are being purchased by Piper Jaffray & Co. (the "**Underwriter**"), at a purchase price of \$_____ (which represents the aggregate principal amount of the 2012 Bonds (\$_____) less an Underwriter's discount of \$_____).

The purchase agreement relating to the 2012 Bonds provides that the Underwriter will purchase all of the 2012 Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the 2012 Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

The Underwriter has entered into an agreement (the “**Agreement**”) with Pershing LLC (“Pershing”), a subsidiary of the Bank of New York Mellon Corporation, for the distribution of certain municipal securities offerings allocated to the Underwriter at the original offering prices. Under the Agreement, if applicable to the Bonds, the Underwriter will share with Pershing a portion of the fee or commission, exclusive of management fees, paid to the Underwriter.

PROFESSIONAL FEES

In connection with the issuance of the 2012 Bonds, fees or compensation payable to certain professionals are contingent upon the issuance and delivery of the 2012 Bonds. Those professionals include:

- the Underwriter;
- Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel;
- _____, as Underwriter’s Counsel;
- Goodwin Consulting Group, Inc., as special tax consultant (but only as to a portion of its fees);
- Public Financial Management, Inc., as Financial Advisor; and
- U.S. Bank National Association, as Fiscal Agent for the 2012 Bonds.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF RANCHO CORDOVA

By: _____
Assistance City Manager

APPENDIX A

SACRAMENTO COUNTY AND CITY OF RANCHO CORDOVA DEMOGRAPHIC INFORMATION

General

The City. The City of Rancho Cordova (the "**City**"), incorporated on July 1, 2003, is located in the northeastern portion of Sacramento County (the "**County**"). The former Mather Air Force Base and Aerojet Manufacturing, a major supplier of space and defense missiles, were the driving economic forces that established the pre-cityhood community of Rancho Cordova. Since the end of the Cold War and closing of Mather Air Force Base in 1992, the area that would eventually be the City of Rancho Cordova emerged as a commercial center in Sacramento County with more than 50,000 jobs in over 3,000 business establishments.

Organized as a General Law City under State law, the City operates under the Council-Manager form of government with policy-making and legislative authority vested in a governing council. The City provides municipal services within its 34.8 square mile border for a population of 66,093, according to estimates of the State of California Department of Finance. The City contracts many of its residential services to outside agencies. The largest contracts are for law enforcement services with the Sacramento County Sheriff's Department and street maintenance services with the Sacramento County Public Works Department.

The County. The County was incorporated in 1850 as one of the original 27 counties of the State of California. The County's largest city, the City of Sacramento, is the seat of government for the State of California and also serves as the county seat. Sacramento became the State Capital in 1854. The County is the major component of the Sacramento Metropolitan Statistical Area ("**SMSA**") which includes Sacramento, El Dorado, and Placer Counties.

Sacramento County encompasses approximately 994 square miles in the middle of the 400-mile long Central Valley, which is California's prime agricultural region. The County is bordered by Contra Costa and San Joaquin Counties on the south, Amador and El Dorado Counties on the east, Placer and Sutter Counties on the north, and Yolo and Solano Counties on the west. (Map of Bordering Counties) Sacramento County extends from the low delta lands between the Sacramento and San Joaquin rivers north to about ten miles beyond the State Capitol and east to the foothills of the Sierra Nevada Mountains. The southernmost portion of Sacramento County has direct access to the San Francisco Bay.

Population

The following table lists population figures for the City, the County and the State for the last five years. The City is immediately adjacent to the City of Sacramento.

**CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
AND STATE OF CALIFORNIA
Population Estimates**

<u>Calendar Year</u>	<u>City of Rancho Cordova</u>	<u>County of Sacramento</u>	<u>State of California</u>
2008	61,526	1,394,510	36,704,375
2009	62,724	1,406,168	36,966,713
2010	64,024	1,417,259	37,223,900
2011	65,475	1,427,961	37,427,945
2012	66,093	1,435,153	37,678,563

Source: State Department of Finance estimates (as of January 1).

Employment and Industry

The unemployment rate in the Sacramento-Arden Arcade-Roseville MSA was 10.7% in July 2012, down from a revised 10.8% in June 2012, and below the year-ago estimate of 12.3%. This compares with an unadjusted unemployment rate of 10.9% for California and 8.6% for the nation during the same period. The unemployment rate was 10.1% in El Dorado County, 9.6% in Placer County, 11.1% in Sacramento County, and 10.5% in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento Metropolitan Statistical Area (which includes Sacramento, Placer, Yolo and El Dorado Counties) for calendar years 2002 through 2006.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA El Dorado, Placer, Sacramento, Yolo Counties Employment by Industry Annual Averages

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Civilian Labor Force ⁽¹⁾	1,037,700	1,046,800	1,051,500	1,048,900	1,039,400
Employment	982,400	973,000	934,800	918,000	916,200
Unemployment	55,300	73,800	116,600	130,900	123,200
Unemployment Rate	5.3%	7.0%	11.1%	12.5%	11.9%
Wage and Salary Employment⁽²⁾					
Agriculture	7,900	8,200	8,300	8,100	8,300
Mining and Logging	700	700	400	400	400
Construction	66,900	56,200	43,500	38,400	36,200
Manufacturing	40,900	38,700	34,400	32,800	32,800
Wholesale Trade	27,900	26,500	24,100	22,800	23,000
Retail Trade	99,800	95,100	87,600	88,000	88,900
Transportation, Warehousing and Utilities	25,400	25,100	23,200	21,700	20,900
Information	20,100	19,200	18,300	17,200	16,700
Finance and Insurance	45,900	43,100	40,200	36,100	34,800
Real Estate and Rental and Leasing	15,700	14,100	12,700	12,200	11,800
Professional and Business Services	112,100	110,100	101,100	102,200	101,400
Educational and Health Services	97,100	99,700	99,800	99,400	102,700
Leisure and Hospitality	86,600	85,900	81,900	80,200	79,800
Other Services	29,000	29,600	28,800	28,100	28,000
Federal Government	12,400	12,500	13,300	14,600	13,900
State Government	109,600	111,400	111,900	110,900	109,500
Local Government	113,100	114,300	110,200	104,700	101,200
Total, All Industries ⁽³⁾	911,000	890,200	839,800	817,900	810,300

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The major private sector employers as of June 30, 2011 in the City are shown below.

CITY OF RANCHO CORDOVA MAJOR EMPLOYERS June 30, 2011

Employer Name	No. of Employees
Health Net Federal Services	2,000
Vision Service Plan	1,750
Delta Dental	1,000
Verizon	1,000
GenCorp, Inc. (Aerojet)	1,000
Franklin Templeton Investments	900
Volcano Corporation	700
Bank of America	600
Catholic Healthcare West	600
Sutter Health/Sutter Connect	500

Source: City of Rancho Cordova.

The major employers in the County are shown below.

COUNTY OF SACRAMENTO MAJOR EMPLOYERS- LISTED ALPHABETICALLY (As of June 1, 2012)

Employer Name	Location	Industry
Delta Dental	Rancho Cordova	Insurance
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Electrical Workers	Sacramento	Labor Organizations
Employment Development Dept	Sacramento	Government-Job Training/Voc Rehab Svcs
Environmental Protection Agency	Sacramento	State Government-Environmental Programs
Exposition & Fair	Sacramento	Government Offices-State
Gen Corp Inc	Rancho Cordova	Marketing Programs & Services
Mercy Hospitals Regional Rehab	Sacramento	Hospitals
Mercy San Juan Medical Center	Carmichael	Medical Centers
Methodist Hospital-Sacramento	Sacramento	Hospitals
Municipal Services Agency	Sacramento	Government Offices-County
Sacramento Bee	Sacramento	Newspapers (Publishers/Mfrs)
Sacramento Kings	Sacramento	Sports Teams
Sacramento Regional Transit	Sacramento	Bus Lines
Securitas Security Svc USA	Sacramento	Security Guard and Patrol Service
Delta Dental	Rancho Cordova	Insurance
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Electrical Workers	Sacramento	Labor Organizations
Employment Development Dept	Sacramento	Government-Job Training/Voc Rehab Svcs
Environmental Protection Agency	Sacramento	State Government-Environmental Programs
Exposition & Fair	Sacramento	Government Offices-State
Gen Corp Inc	Rancho Cordova	Marketing Programs & Services
Mercy Hospitals Regional Rehab	Sacramento	Hospitals
Delta Dental	Rancho Cordova	Insurance
Disabled American Veterans	Sacramento	Veterans' & Military Organizations

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2012 2nd Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the County of Sacramento, the State and the United States for the period 2007 through 2011.

COUNTY OF SACRAMENTO Effective Buying Income 2007 through 2011

Year	Area	Total Effective Buying Income (000s' Omitted)	Median Household Effective Buying Income
2007	City of Rancho Cordova	\$1,097,725	\$39,096
	Sacramento County	29,859,233	46,334
	California	814,894,438	48,203
	United States	6,300,794,040	41,792
2008	City of Rancho Cordova	\$1,114,528	\$39,602
	Sacramento County	30,497,550	46,903
	California	832,531,445	48,952
	United States	6,443,994,426	42,303
2009	City of Rancho Cordova	\$1,134,448	\$39,739
	Sacramento County	31,079,118	47,353
	California	844,823,319	49,736
	United States	6,571,536,768	43,252
2010	City of Rancho Cordova	\$1,080,110	\$38,151
	Sacramento County	28,891,811	44,449
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Rancho Cordova	\$1,010,875	\$37,820
	Sacramento County	28,869,888	44,185
	California	814,578,458	41,062
	United States	6,438,704,664	41,253

Source: The Neilson Company Inc..

Commercial Activity

In 2009, the State Board of Equalization converted the business codes of sales and use tax permit holders to North American Industry Classification System codes. As a result of the coding change, data for 2009 is not comparable to that of prior years. A summary of historic taxable sales within the County during the past five years in which data is available is shown in the following table. During the first quarter of calendar year 2011, total taxable transactions in the City were reported to be \$2.55 million, a 44% increase over the total taxable sales of \$176.7 million that were reported in the City during the first quarter of calendar year 2010. A summary of historic taxable sales within the City during the years indicated in which data is available is shown in the following table. Annual figures for 2011 are not yet available.

CITY OF RANCHO CORDOVA Taxable Transactions (Figures in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2006	768	\$551,945	1,662	\$881,500
2007	742	553,957	1,633	860,872
2008	796	538,229	1,650	809,294
2009	944	480,853	1,511	722,685
2010	1,161	619,057	1,914	924,225

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

During the first quarter of calendar year 2011, total taxable transactions in the County were reported to be \$4.077 billion, a 4.7% increase over the total taxable sales of \$3.894 billion that were reported in the County during the first quarter of calendar year 2010. A summary of historic taxable sales within the County during the years indicated in which data is available is shown in the following table. Annual figures for 2011 are not yet available.

COUNTY OF SACRAMENTO Taxable Transactions (Figures in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2006	16,218	\$14,813,043	35,406	\$21,140,386
2007	15,724	14,253,867	35,023	20,560,510
2008	17,363	12,973,537	35,547	19,331,847
2009	22,197	11,252,319	31,644	16,563,853
2010	23,158	11,615,687	32,789	16,904,528

Source: California State Board of Equalization, Taxable Sales in California.

Building and Construction

Provided below are the building permits and valuations for the City for calendar years 2006 through 2010.

CITY OF RANCHO CORDOVA Total Building Permit Valuations (Valuations in Thousands)

	2006	2007 ⁽¹⁾	2008	2009 ⁽²⁾	2010
<u>Permit Valuation</u>					
New Single-family	\$137,800.0	\$144,631.0	\$67,761.0	\$69,127.8	\$48,726.0
New Multi-family	0.0	241.5	0.0	0.0	2,456.6
Res. Alterations/Additions	<u>2,110.9</u>	<u>2,269.4</u>	<u>1,379.0</u>	<u>2,056.4</u>	<u>2,349.2</u>
Total Residential	139,910.9	147,141.9	69,140.0	71,184.2	53,531.9
New Commercial	5,117.0	49,491.4	54,576.3	10,147.9	235.2
New Industrial	3,540.0	1,768.0	0.0	0.0	0.0
New Other	638.0	1,987.5	6,308.5	691.6	2,567.3
Com. Alterations/Additions	<u>18,008.0</u>	<u>11,047.3</u>	<u>9,981.6</u>	<u>22,780.7</u>	<u>19,492.2</u>
Total Nonresidential	\$27,303.0	64,294.2	70,866.3	33,620.2	22,294.7
<u>New Dwelling Units</u>					
Single Family	509	575	377	305	187
Multiple Family	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>18</u>
TOTAL	509	581	377	305	205

(1) A \$17.4 million office development was added in 2007.

(2) A \$10.1 million retail store was built in 2009.

Source: Construction Industry Research Board, Building Permit Summary.

Provided below are the building permits and valuations for the County for calendar years 2006 through 2010.

COUNTY OF SACRAMENTO Total Building Permit Valuations (Valuations in Thousands)

	2006	2007	2008	2009	2010
<u>Permit Valuation</u>					
New Single-family	\$840,839.0	\$695,003.0	\$381,937.3	\$199,795.8	\$199,008.8
New Multi-family	207,490.6	93,457.2	113,690.7	8,310.0	32,680.9
Res. Alterations/Additions	<u>185,078.1</u>	<u>208,362.1</u>	<u>208,941.5</u>	<u>173,522.6</u>	<u>181,074.7</u>
Total Residential	1,233,407.7	996,822.2	704,569.5	381,628.4	412,764.5
New Commercial	282,477.9	356,053.5	486,728.2	76,831.2	52,031.6
New Industrial	68,027.4	35,786.2	40,037.4	3,892.4	2,481.3
New Other	284,867.5	125,149.0	124,950.7	57,847.7	56,735.4
Com. Alterations/Additions	<u>748,077.2</u>	<u>371,320.4</u>	<u>513,791.8</u>	<u>369,332.1</u>	<u>242,724.5</u>
Total Nonresidential	\$1,981,484.9	\$888,309.1	\$1,165,508.1	\$507,903.4	353,972.8
<u>New Dwelling Units</u>					
Single Family	4,318	3,384	1,933	881	843
Multiple Family	<u>2,345</u>	<u>839</u>	<u>1,231</u>	<u>92</u>	<u>338</u>
TOTAL	6,663	4,223	3,164	973	1,181

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX B

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1**

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the 2012 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated

subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

\$ _____
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BONDS
SERIES 2012

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the City of Rancho Cordova (the "District") in connection with the issuance of the bonds captioned above (the "2012 Bonds"). The 2012 Bonds are being issued pursuant to Third Supplemental Fiscal Agent Agreement, dated as of December 1, 2012, which supplements a Fiscal Agent Agreement dated as of November 1, 2003, as previously amended (collectively, the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the holders and beneficial owners of the 2012 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Report Date" means the date that is eight months after the end of the City's fiscal year (currently March 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Goodwin Consulting Group, Inc., or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"Official Statement" means the final official statement dated _____, 2012, executed by the City in connection with the issuance of the 2012 Bonds.

"Participating Underwriter" means Piper Jaffray & Company, the original underwriter of the 2012 Bonds required to comply with the Rule in connection with offering of the 2012 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2013, with the report for the 2011-12 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO

FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR THE DISTRICT AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the 2012 Bonds:

(1) Principal amount of Bonds outstanding under the Fiscal Agent Agreement.

(2) Balance in Improvement Fund.

(3) Balance in Reserve Fund.

(4) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year.

(5) Status of foreclosure proceedings and summary of results of foreclosure sales, if available.

(6) Identity of any delinquent taxpayer representing more than 5% of levy and value-to-lien ratios of applicable properties (using assessed values unless more accurate information is available).

(c) For so long as there is any owner of property in the District whose properties in the District collectively represent 10% or more of the Special Taxes, the following information regarding the status of development in the District:

(1) Significant amendments to land use entitlements.

(2) Status of any legislative, administrative and judicial challenges to the construction of the development known to the Issuer.

(3) Assessed valuation of property shown on County Assessor's tax rolls with no "improvements" value in the District for the current (as of the date of the report) fiscal year.

(4) List of landowners (as shown County Assessor's tax roll) and assessor's parcel number(s) of parcels held by owners whose properties collectively represent 10% or more of the Special Taxes for the current (as of the date of the report) fiscal year.

(5) Number of building permits issued by the City for property in the District for the reported fiscal year.

(d) For so long as any owner of property in the District whose properties in the District collectively represent 10% or more of the total Special Tax for the entire District, the information contained in Section 4 of the Continuing Disclosure Agreement executed by such property owner at the time of issuance of the 2012 Bonds.

(e) In addition to any of the information expressly required to be provided under paragraphs (a), (b) and (c) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2012 Bonds, or other material events affecting the tax status of the 2012 Bonds.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City.
- (13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

- (14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Agreement, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2012 Bonds. If such termination occurs prior to the final maturity of the 2012 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Goodwin Consulting Group, Inc.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the 2012 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the 2012 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the 2012 Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2012 Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Agreement, the Participating Underwriter or any holder or beneficial owner of the 2012 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2012 Bonds.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the 2012 Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2012

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

By: _____
Assistant City Manager

AGREED AND ACCEPTED:
Goodwin Consulting Group, Inc.,
as Dissemination Agent

By: _____
Name: _____
Title: _____

EXHIBIT A**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Rancho Cordova

Name of Bond Issue: City of Rancho Cordova
Sunridge Anatolia Community Facilities District No. 2003-1
Special Tax Refunding Bonds, Series 2012

Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated _____, 2012 executed by the City and countersigned by Goodwin Consulting Group, Inc., as dissemination agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

Goodwin Consulting Group, Inc.

By: _____
Its: _____

APPENDIX F
FORM OF OPINION OF BOND COUNSEL

APPENDIX G

COMMUNITY FACILITIES DISTRICT BOUNDARY MAP

Jones Hall Draft 11/7/12

\$ _____
CITY OF RANCHO CORDOVA
SUNRIDGE ANATOLIA COMMUNITY FACILITIES DISTRICT NO. 2003-1
SPECIAL TAX REFUNDING BONDS
SERIES 2012

PURCHASE CONTRACT

_____, 2012

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

Ladies and Gentlemen:

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

1. Purchase, Sale and Delivery of the Bonds.

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

Special Taxes as provided in the Fiscal Agent Agreement, dated as of November 1, 2003, as supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2005, the Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of August 1, 2007, and the Supplemental Agreement No. 3 to Fiscal Agent Agreement dated as of December 1, 2012 (collectively, the "**Fiscal Agent Agreement**"), between the City and U.S. Bank National Association, as fiscal agent (the "**Fiscal Agent**"), the Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the California Government Code (the "**Mello-Roos Act**") and the Resolution adopted by the City Council of the City on _____, 2012 (the "**Resolution of Issuance**"), which resolution, among other matters, authorized the issuance of the Bonds. The net proceeds of the Bonds will be used primarily to refund bonds issued in 2003 to finance the cost of infrastructure improvements necessary for development within the District.

(b) The Preliminary Official Statement, dated _____, 2012 relating to the Bonds, together with all appendices thereto, is herein called the "**Preliminary Official Statement**." The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the Preliminary Official Statement, the Official Statement (as defined below), the Fiscal Agent Agreement, the Resolution of Issuance and this Purchase Contract, and all information contained therein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the Bonds by the Underwriter. The term "**Official Statement**" means the Preliminary Official Statement, as modified with the prior approval of the Underwriter and the City, for use by the Underwriter in connection with the sale of the Bonds.

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

(d) At 8:00 o'clock A.M., Pacific Time, on _____, 2012, or at such other time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "**Closing Date**"), the City, on behalf of the District, will deliver to the Underwriter, at a location or locations to be designated by the Underwriter, the Bonds in book-entry form (all Bonds having had the CUSIP numbers assigned to them thereon), duly executed by the officers of the City, on behalf of the District, as provided in the Fiscal Agent Agreement, and the other documents herein mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this section in immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be made available to the Underwriter, or its designee, not later than the last business day before the Closing Date for purposes of inspection and packaging. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Fiscal Agent in the name of Cede & Co., as the nominee of The Depository Trust Company.

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

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

(b) The governing body of the City has duly authorized the formation of the District.

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

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

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

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

(g) The adoption by the governing body of the City of the Resolution of Issuance, and the execution and delivery by the City of the Fiscal Agent Agreement, the Bonds or this Purchase Contract, and compliance by the City with the provisions hereof and thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the City is a party or is otherwise

subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Resolution of Issuance, the Bonds, the Fiscal Agent Agreement and this Purchase Contract.

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

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

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

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

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

which would adversely affect the exemption of interest paid on the Bonds from federal income taxation or California personal income taxation, and to the knowledge of the officer of the City executing this Purchase Contract there is no basis therefor.

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

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

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

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

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

(r) The City will enter into a written agreement or contract, constituting an undertaking (the "**Undertaking**"), to provide ongoing disclosure about the District for the benefit of the Bondholders on or before the Closing Date as required by Section (b)(5)(i) of Rule 15c2-12. The Undertaking shall be as provided in a Continuing Disclosure Certificate substantially in the form and substance as an attached to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter.

(s) The City has not failed in any material respect to comply with any undertaking of the Issuer under the Rule in the previous five years.

(t) The City acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's length, commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Purchase Contract and (iv) the City has

consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) One counterpart original or copy certified by a duly authorized officer of the City of a complete transcript of all proceedings of the City relating to the approval of the Fiscal Agent Agreement, this Purchase Contract, the Preliminary Official Statement and the Official Statement and the authorization, issuance, sale and delivery of the Bonds, together with a certificate dated as of the Closing Date of a duly authorized officer of the City to the effect that each included resolution and the Fiscal Agent Agreement is a true, correct and complete

copy of the one duly adopted by the City Council of the City and that none have been amended, modified or rescinded since adoption (except as reflected in said transcript or as may have been agreed to in writing by the Underwriter) and is in full force and effect as of the Closing Date;

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

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

(i) The statements contained in the Official Statement under the captions "THE 2012 BONDS," "SECURITY FOR THE 2012 BONDS" and "TAX MATTERS", insofar as such statements expressly summarize certain provisions of the Fiscal Agent Agreement, the resolutions of the City with respect to the Bonds, and the opinions of such counsel concerning certain federal and state tax matters relating to the Bonds, present fair and accurate summaries thereof.

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

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

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

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

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

(C) the Fiscal Agent Agreement has been validly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City, enforceable in accordance with its terms, except as enforcement thereof may be limited by

bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought;

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

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

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

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

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

(8) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in

the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated on their part hereby and by the Fiscal Agent Agreement and the Official Statement.

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

4. Expenses.

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

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

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

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

If to the Underwriter:	Piper Jaffray & Co. 345 California Street, #2400 San Francisco, California 94104
------------------------	--

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

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

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

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

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

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

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

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

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Managing Director

CITY OF RANCHO CORDOVA

By: _____
Assistant City Manager

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

EXHIBIT A
MATURITY SCHEDULE

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Yield</u>
---	-------------------------	-----------------------------	---------------------

MEMORANDUM

DATE: November 19, 2012
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, Public Works Director



SUBJECT: REPEAL OF RESOLUTION NO. 96-2012 AND ADOPTION OF A NEW RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS IN THE AMOUNT OF \$170,000 WITH DOUGLAS VEERKAMP GENERAL ENGINEERING INCREASING THE TOTAL CONTRACT VALUE TO \$4,936,984

RECOMMENDATION

Repeal Resolution No. 96-2012 and adopt Resolution No. 108-2012.

RESULT OF RECOMMENDED ACTION

Resolution No. 96-2012 will be nullified and replaced with newly adopted Resolution No. 108-2012 to clarify the total contract value.

ADVANCES GOALS 1, 2, 3, 5 and 6.

BACKGROUND

On October 15, 2012 Staff presented a staff report and resolution for Contract Change Orders (CCO) for the Folsom Boulevard Phase 3 Project (Contract No. 87-2011). The resolution was approved at that time (See attached **Attachment 1** for October 15 staff report and resolution detailing the background of the CCO).

It was later determined that although the staff report contained both the value of the CCO and total contract value, the resolution only listed the value of the CCO and is therefore not technically correct. The new resolution presented has been amended to include the total contract value in addition to the value of the CCO.

ATTACHMENTS

1. October 15, 2012 Staff Report and Resolution No. 96-2012
2. Resolution No. 108-2012

MEMORANDUM

DATE: October 15, 2012

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS IN THE AMOUNT OF \$170,000 WITH DOUGLAS VEERKAMP GENERAL ENGINEERING INCREASING THE TOTAL CONTRACT VALUE TO \$4,936,984.**



RECOMMENDATION

Adopt Resolution No. 96-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute future contract change orders (CCO's) associated with the Folsom Boulevard Phase 3 project (construction Contract No. 87-2011) in the amount of \$170,000 to a maximum contract value of \$4,936,984.

ADVANCES GOALS 1, 2, 3, 5 and 6.

BACKGROUND

The work performed under this construction contract includes the furnishing of all labor, materials and equipment for construction of Folsom Boulevard Phase 3. Staff had previously received authorization from City Council for future CCO's in the amount of \$400,000 for pavement work on Folsom Boulevard west of Rod Beaudry. This CCO would amend the construction contract to include:

- Contributions obtained from the County of Sacramento in the amount of \$130,000 for rehabilitation of the portion of Folsom Boulevard within County jurisdiction. County jurisdiction includes the north side of Folsom Boulevard from Bradshaw Road to just east of Horn Road.
- Additional pavement spot repairs identified within the City roadway valued at \$20,000.
- New ornamental fence to be installed around the sewer pump house located near the intersection of Folsom Boulevard and Mills Park Drive. The pump house was exposed when the old monument sign at this location was removed. The ornamental fence is an aesthetic improvement to replace existing chain link. The estimated cost of removing the existing fence and installing new ornamental fencing is \$20,000.

Approval of the resolution will allow for inclusion of the above items into the contract and amend the contract value to \$4,936,984.

FISCAL IMPACT

The project budget has sufficient contingency to cover the cost of the requested change order. Funding includes \$130,000 participation by the County of Sacramento for repair of the portion of Folsom Boulevard with County limits.

ATTACHMENT

Resolution No. 96-2012.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 96-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS
WITH DOUGLAS VEERKAMP GENERAL ENGINEERING FOR CONSTRUCTION OF
THE FOLSOM BOULEVARD PHASE 3 PROJECT**

WHEREAS, the City awarded the Folsom Boulevard Phase 3 Project to Douglas Veerkamp General Engineering in the amount of \$4,262,774.35 (Contract 87-2011); and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans and specifications with change orders to complete construction of the project; and

WHEREAS, the City recommends that the City Council grant the City Manager the authority to approve future CCO's up to a maximum of \$170,000 for additional road repair of Folsom Boulevard west of Rod Beaudry and installation of a fence around a pump station located near the intersection of Folsom Boulevard and Mills Park Drive.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager or his designee to approve future CCO's up to a maximum of \$170,000.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of October 2012 by the following vote:

AYES: McGarvey, Cooley, Budge, and Mayor Sander

NOES: None

ABSENT: Skoglund

ABSTAIN: None



David M. Sander, Mayor

ATTEST:



Mindy Cuppy, City Clerk, CMC

CITY OF RANCHO CORDOVA

RESOLUTION NO. 108-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS IN THE
AMOUNT OF \$170,000 WITH DOUGLAS VEERKAMP GENERAL ENGINEERING
INCREASING THE TOTAL CONTRACT VALUE TO \$4,936,984**

WHEREAS, the City awarded the Folsom Boulevard Phase 3 Project to Douglas Veerkamp General Engineering in the amount of \$4,262,774 (Contract 87-2011); and

WHEREAS, unforeseen conditions were encountered during construction and it became necessary to modify the plans and specifications with change orders to complete construction of the project; and

WHEREAS, City Council previously granted authority to the City Manager to execute contract change orders increasing the amount of the contract to \$4,766,984; and

WHEREAS, the City recommends that the City Council grant the City Manager the authority to approve additional future CCO's up to a maximum of \$170,000 for additional road repair of Folsom Boulevard west of Rod Beaudry and installation of a fence around a pump station located near the intersection of Folsom Boulevard and Mills Park Drive; and

WHEREAS, Rancho Cordova Resolution No. 96-2012 is hereby repealed and superseded by this Resolution No. 108-2012.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the City Council authorizes the City Manager or his designee to approve additional future CCO's up to a maximum of \$170,000, increasing the contract value to \$4,936,984.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney

SUBJECT: **A RESOLUTION APPROVING A SUPPLEMENTAL CONTRIBUTION TO THE CITY MANAGER'S EXISTING 401(a) PLAN**

RECOMMENDATION

Adopt Resolution No. 110-2012.

RESULT OF RECOMMENDED ACTION

Approval of the Resolution would result in a supplemental contribution to the City Manager's 401(a) plan in the amount of \$4,748.50. This amount is within the annual limit as established by the IRS and allowed under his existing contract.

BACKGROUND

In order to encourage responsible retirement savings, in 2004, the City established a 401(a) deferred compensation plan with the International City Management Association (ICMA) Retirement Corporation. Under the plan, employees may elect to defer a portion of their current year compensation and to receive it in the future when they retire. A majority of all City employees, including the City Manager, participate in the City's voluntary deferred compensation plan.

In December 2004, the City Council approved the Second Employment Agreement with the City Manager. Under Section IV.A.3 of that agreement, at any time, the City Council, at its sole discretion, may direct that an amount not to exceed the annual limits established by the IRS, be contributed to the Section 401(a) Plan.

The City Council has concluded the City Manager's annual performance review. In anticipation of continued outstanding performance in the future by the City Manager, Council has proposed to consider a supplemental contribution to the City Manager's 401(a) plan in the amount of \$4,748.50, which amount is 2% of his base pay. This amount is within the annual limit as established by the IRS and therefore permitted under the existing contract.

MOTION

I move that the City Council adopt Resolution No. 110-2012 approving a supplemental contribution to the City Manager's existing 401(a) plan.

ATTACHMENT

Resolution No. 110-2012

2006138.1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 110-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A SUPPLEMENTAL CONTRIBUTION TO THE CITY MANAGER'S
EXISTING 401(a) PLAN**

WHEREAS, in order to encourage responsible retirement savings, in 2004, the City established a 401(a) deferred compensation plan with the International City Management Association (ICMA) Retirement Corporation. Under the plan, employees may elect to defer a portion of their current year compensation and to receive it in the future when they retire; and

WHEREAS, a majority of all City employees, including the City Manager, participate in the City's voluntary deferred compensation plan; and

WHEREAS, in December 2004, the City Council approved the Second Employment Agreement with the City Manager. Under Section IV.A.3 of that agreement, at any time, the City Council, at its sole discretion, may direct that an amount not to exceed the annual limits established by the IRS be contributed to the Section 401(a) Plan; and

WHEREAS, in anticipation of continued outstanding performance in the future by the City Manager, Council wants to make a supplemental contribution to the City Manager's 401(a) plan.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby resolves that the City Council directs and authorizes the City Finance Director, in coordination with the City Human Resources Director, to contribute an additional sum of \$4,748.50 to the 401(a) plan of the City Manager. This supplemental contribution shall be a one-time contribution which shall be made prior to December 15, 2012.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: WOODSIDE HOMES (SUNRIDGE PARK, VILLAGE 1B & 11B) RESIDENTIAL DESIGN REVIEW; PROJECT NO. DD7663 – LOCATED AT SUNRIDGE PARK SUBDIVISION, EAST OF RANCHO CORDOVA PARKWAY AND SOUTH OF DOUGLAS ROAD

PROPERTY OWNER: Woodside 05N, LP 111 Woodmere Drive, Suite 250 Folsom, CA 95630	ARCHITECT: Architect, Inc Mr. Kevin Cook 1360 Reynolds Avenue, Suite 110 Irvine, CA 92614
---	--

PROJECT: FILE: LOCATION: APN: PLANNER:	Woodside Homes (Sunridge Park, Village 1B & 11B) Residential Design Review DD7663 Sunridge Park Subdivision, east of Rancho Cordova Parkway and south of Douglas Road. Lots within Villages 1B and 11B, see Figure 1 William Campbell, Principal Planner
---	--

RECOMMENDATION

Adopt Resolution No. 109-2012.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will allow the applicant to continue to build a marketable home plan for the Bella Brisas production line. These units are slightly larger than the original 2004 approvals prior to the recession; and a small increment larger than the amended 2009 plans that ranged from 1,451 to 2,235 square feet.

ADVANCES GOALS: 1 and 2.

BACKGROUND

Woodside Homes and staff have worked through several modifications of their original house plans since 2004, when Woodside first started to build in Sunridge Park. The new product line includes two single stories (plan 1 and 2), with one single story having an optional second story loft (2X) and one two-story home (3) ranging in size from 1,566 to

2,244 square feet The single story optional plan (2X) with the loft option could provide a 2,305 square foot unit. The optional 3X plan could provide a 2,704 square foot home. Woodside Homes is the most active builder in this project and has managed to stay fiscally solvent even through the recession. They have proposed a market adjusted product line to their Bella Brisas line that will allow them to complete two of the eleven villages in Sunridge Park.

The proposed plans are consistent with the design guidelines of the City's adopted Design Guidelines and are consistent with the high quality of the other homes in both Villages 1 and 11, which Woodside Homes constructed.

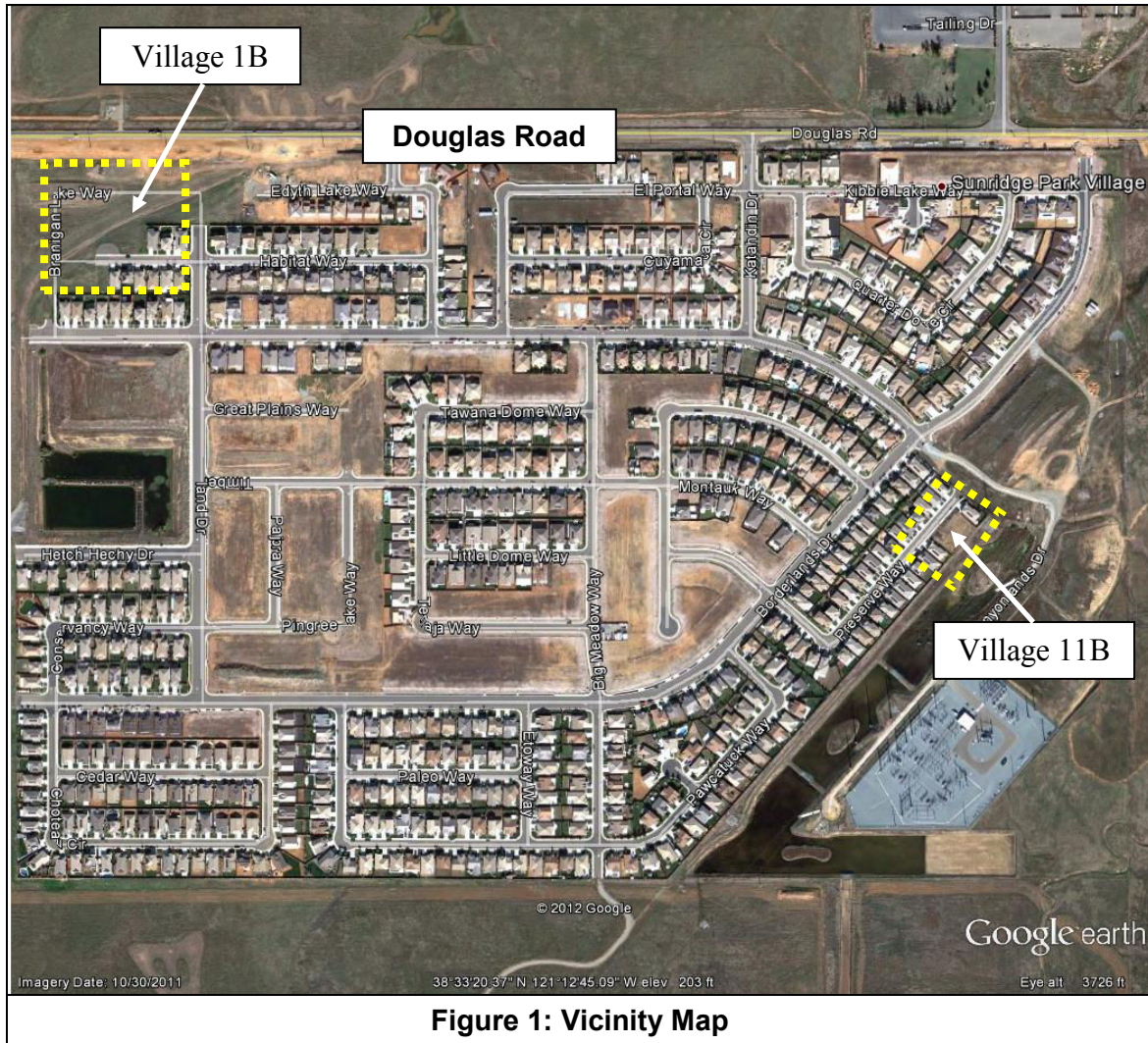


Figure 1: Vicinity Map

Architectural Styles

Each of the three proposed floor plans will have three exterior elevation styles “Spanish”, “Tuscan” and “Craftsman”. These architectural styles have been used in and around the subject property and will be in keeping with the other production homes in Sunridge Park. Each architectural style provides base features or details, along with colors and materials that will be complimentary to existing homes in the area. **Exhibit A** is the design package that provides the details of the qualities of the architectural styles and

the floor plans and elevations. Also provided are the color choices and preliminary landscape plans for the front yard improvements.

Woodside is offering additional architectural features to the side and rear elevations to compensate for the reduced offsets sought by the orientation policy. All window and door trims will match on all four elevations, window grid patterns are carried throughout all elevations, front elevation stone and veneer wraps extend to the side yard gates and garage and front door patterns are appropriately matched to the architectural style. Many of these details have not been proposed in recent design review requests, mainly to keep the construction costs down. Woodside has been able to maintain a higher level of design throughout the economic down turn than some of the others builders in Sunridge Park and Anatolia III.

Garage Orientation

Two out of the three base floor plans (plan 1 and 2) propose some portion of the living space forward of the garage, although not totally consistent with the orientation policy. Plan 3 and Plan 2X will have the garage face forward of the living area, thus those plans would not be counted as meeting the garage orientation policy. The lot sizes are smaller than the whole of Sunridge Park and would be negatively impacted by the policy. As mentioned in the previous section, Woodside has provided enhanced architectural detailing to all sides of the homes to compensate for the strict adherence of the orientation policy.

Design Review Findings

In accordance with Zoning Code Section 23.140, master home plans for single-family residential subdivisions must obtain Design Review approval. The proposed plans were evaluated for consistency with the Zoning Code and the Design Guidelines. Design Review approvals shall be granted only when all of the findings defined in Zoning Code Section 23.140.050 can be made. The required findings and the evidence to support them are contained in Resolution No. 109-2012 (**Attachment 1**). Therefore, staff is recommending approval of the Design Review request for the home sites in Villages 1B and 11B.

RECOMMENDED MOTION

Move the City Council determine the Mitigated Negative Declaration prepared for the Sunridge Park Subdivision, adopted by the City, adequately addressed the environmental impacts for the project and adopt Resolution No. 109-2012, approving the Design Review for Sunridge Park Villages 1B and 11B, subject to the attached Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No. 109-2012, including Design Review Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. 500' radius map & mailing list for Villages 1B and 11B

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 109-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A DESIGN REVIEW FOR PORTIONS OF SUNRIDGE PARK VILLAGES
1B AND 11B, PROJECT # DD7663**

WHEREAS, Woodside Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review approval of Villages 1B and 11B of the Sunridge Park Subdivision, with three new floor plans with three architectural styles per plan; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan EIR and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Map for Sunridge Park by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; 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, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.

- a) Finding: The project site has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report (EIR), and the Mitigated Negative Declaration for the Sunridge Park project in compliance with the California Environmental Quality Act.

Evidence: The City of Rancho Cordova readopted the Sunridge Specific Plan EIR, with the Mitigated Negative Declaration for the Sunridge Park development. The environmental issues of aesthetics of the development for the project site were adequately addressed within the two (2) documents. This project will not create any significant adverse impact on the environment.

2. Approve the Design Review, subject to the Design Review Package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as required by Zoning Code Section 23.140.050:

- a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the subject property is Medium Density Residential (MDR), and the property is Zoned RD-7 in the Sunridge Park project area. Single-family residential homes are consistent with both designations. The proposed home plans have been designed to meet the applicable regulations of the Design

ATTACHMENT 1

Guidelines and Zoning requirements, including setbacks, height regulations, and garage orientation.

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

Evidence: The developer has presented a design package which includes three different floor plans that will have three elevations per plan, for a total of nine basic architectural configurations. Several different exterior color palettes are offered for each elevation style. The color and materials palettes include different roof tile profiles and colors, as well as a variety of stone veneers for the architectural styles. These textures will enhance the character of the partially built neighborhood into which these homes will be built. The Developer has not provided a pre-plotted subdivision for initial review; therefore Conditions of Approval (**Exhibit B**) have been developed to mix the size, architectural design and mass of the new homes.

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

Evidence: The proposed architecture and landscaping are complementary to the existing homes built in Sunridge Park. The new home plans range from 2,616 to 2,982 square feet, which is an increase in size from previous submittals by other builders. Three architectural styles are proposed with the new plans: Spanish, Tuscan and Craftsman. Generally, each design is respectful to the details of that style. The color and material palettes are complementary to the surrounding homes, including stucco, horizontal siding, and masonry veneers as appropriate to each architectural style. All elevations and architectural style palettes are included in the Design Review Package (**Exhibit A**).

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

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk



PLAN 1A
SPANISH

PLAN 3CR
TUSCAN

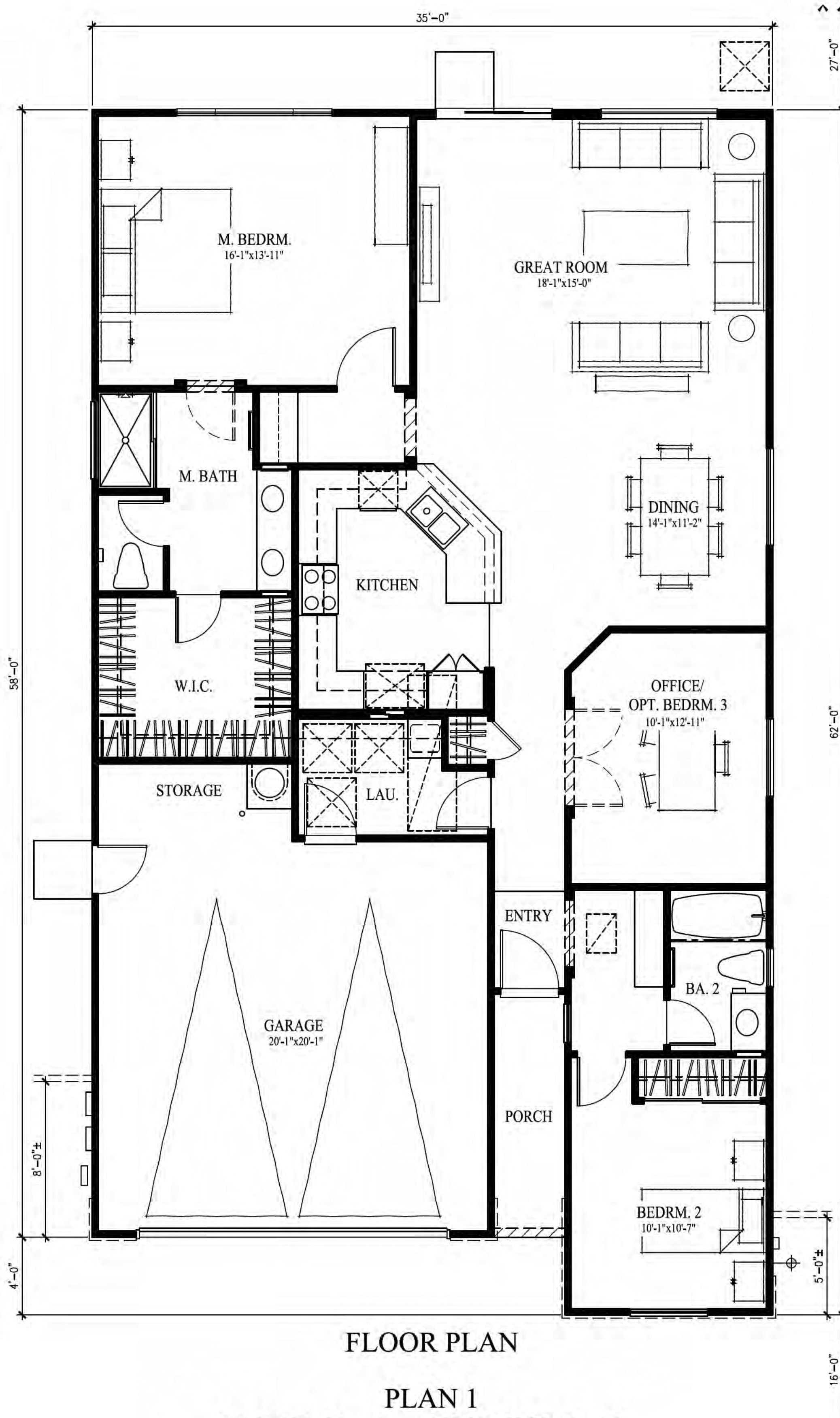
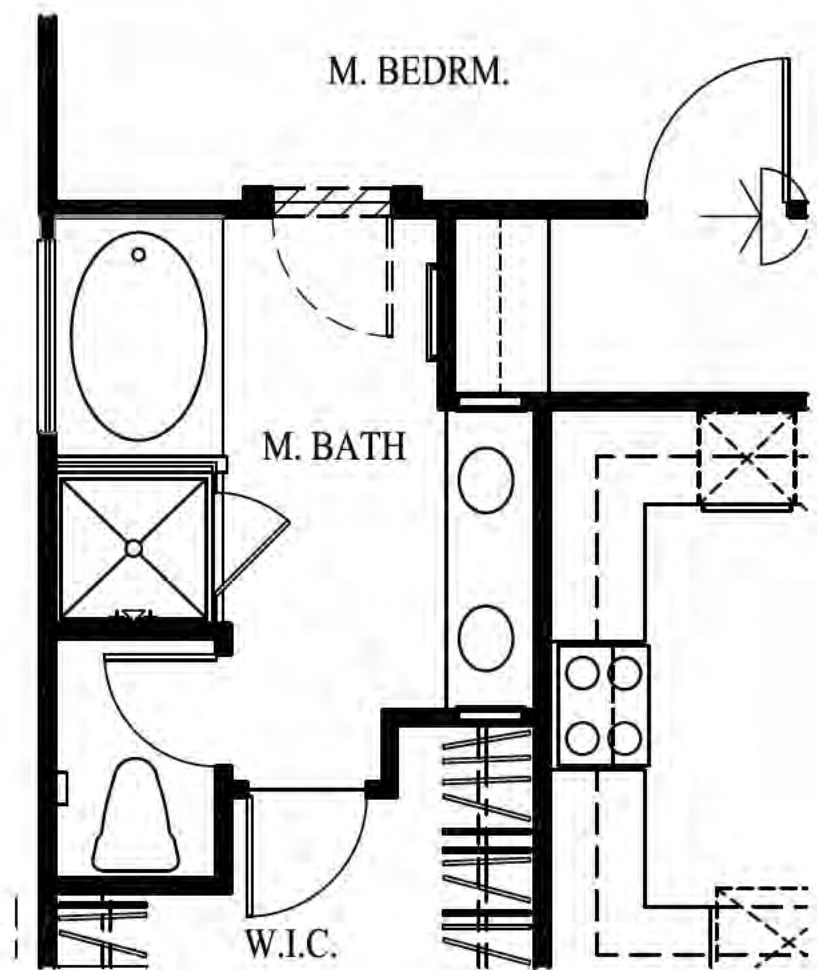
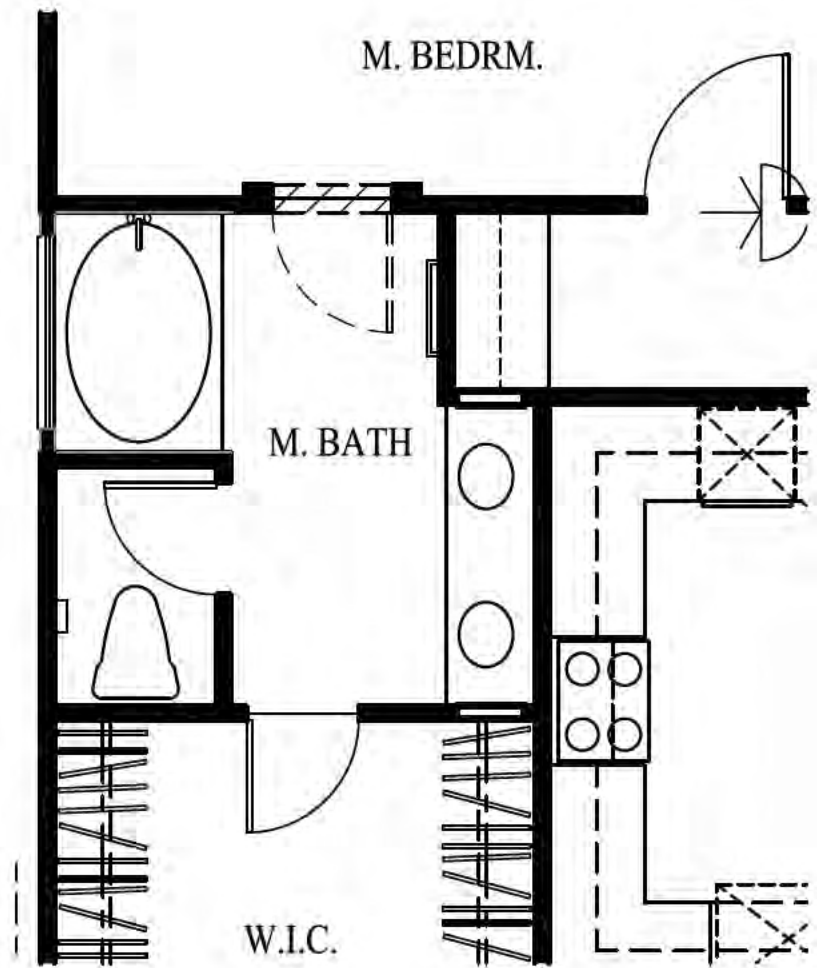
PLAN 2XB
CRAFTSMAN

PLAN 3XAR
SPANISH

PLAN 2C
TUSCAN

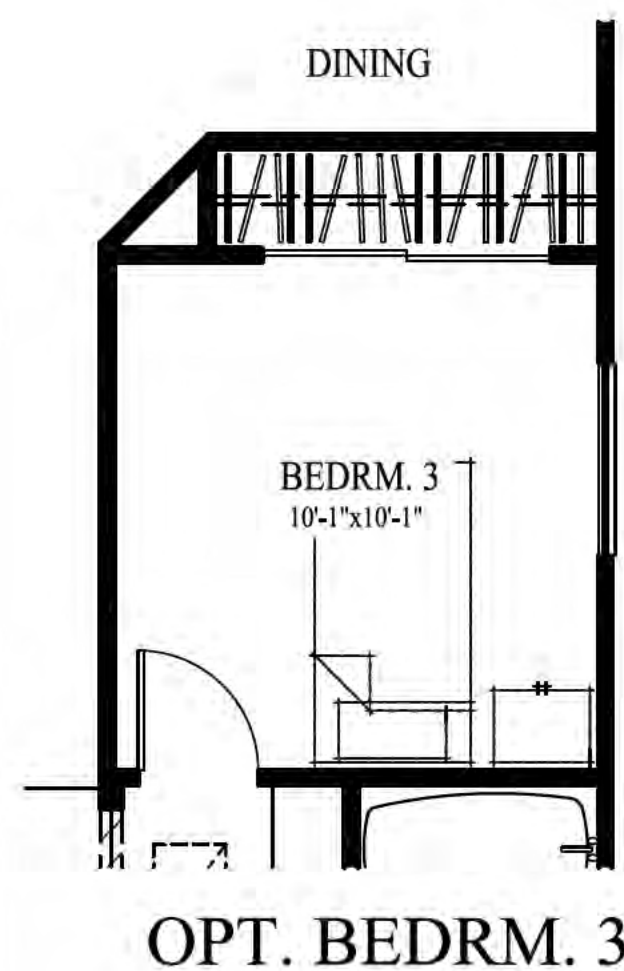
PLAN 3BR RIGHT ELEVATION
CRAFTSMAN





FLOOR PLAN

PLAN 1
BELLA BRISAS
Rancho Cordova, CA



AREA TABULATION

CONDITIONED SPACE	
FLOOR AREA	1,566 SQ. FT.
TOTAL DWELLING	1,566 SQ. FT.

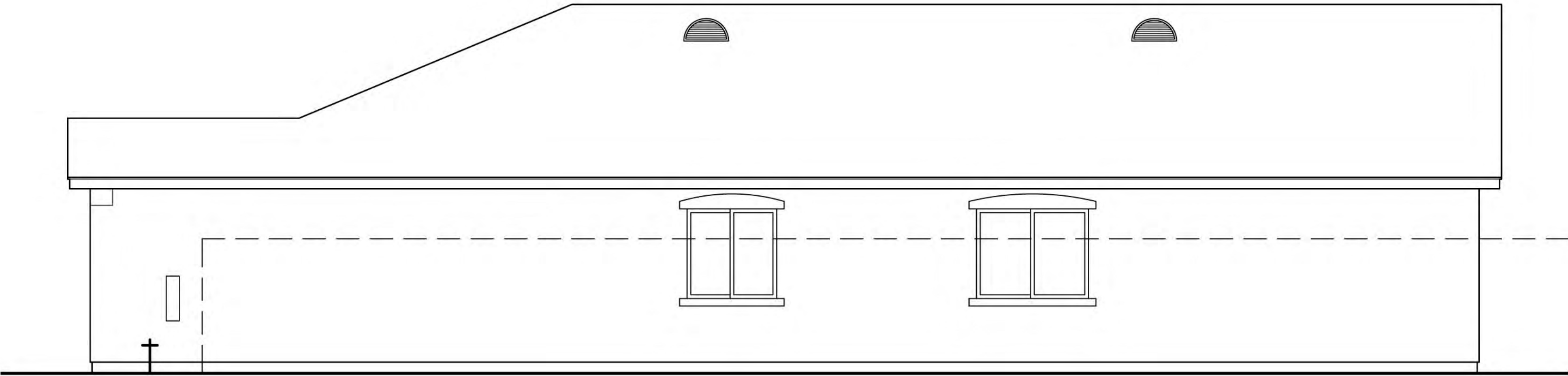


Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

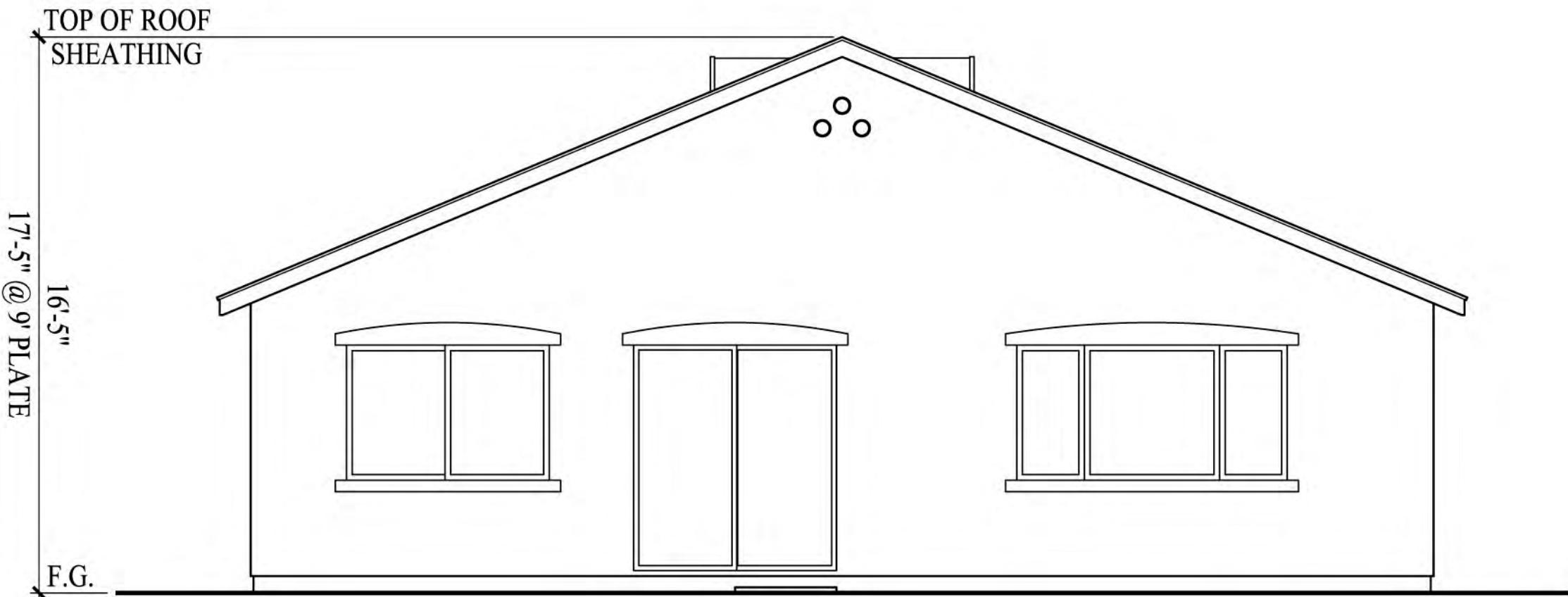
KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved

klcarch.com



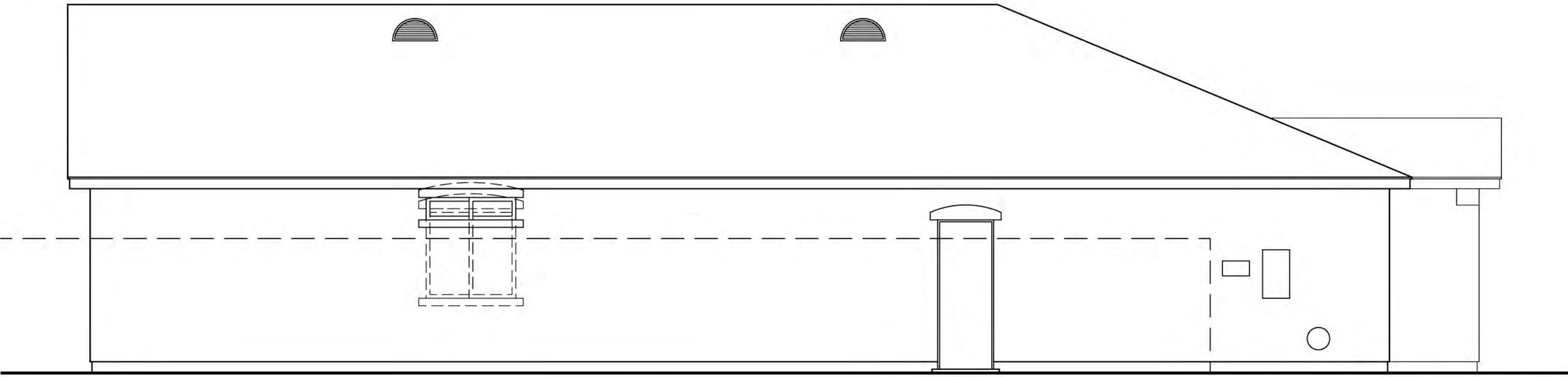
RIGHT ELEVATION



REAR ELEVATION

"SPANISH"

- ROOF: LOW PROFILE 'S' CONC. TILE
- WALLS: STUCCO
- FASCIA: WOOD W/ GUTTERS
- TRIM: STUCCO OVER FOAM
- DETAIL: PLANK TYPE SHUTTERS
- "CLAY" PIPE ACCENT
- STUCCO OVER FOAM CORBELS (AS OCCURS)



LEFT ELEVATION



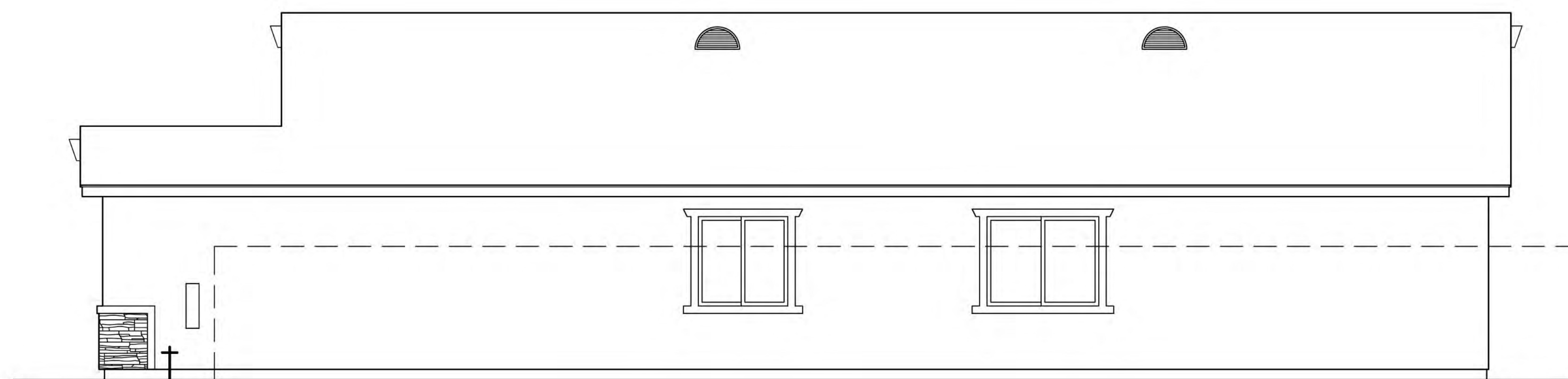
FRONT ELEVATION

PLAN 1A
BELLA BRISAS
Rancho Cordova, CA

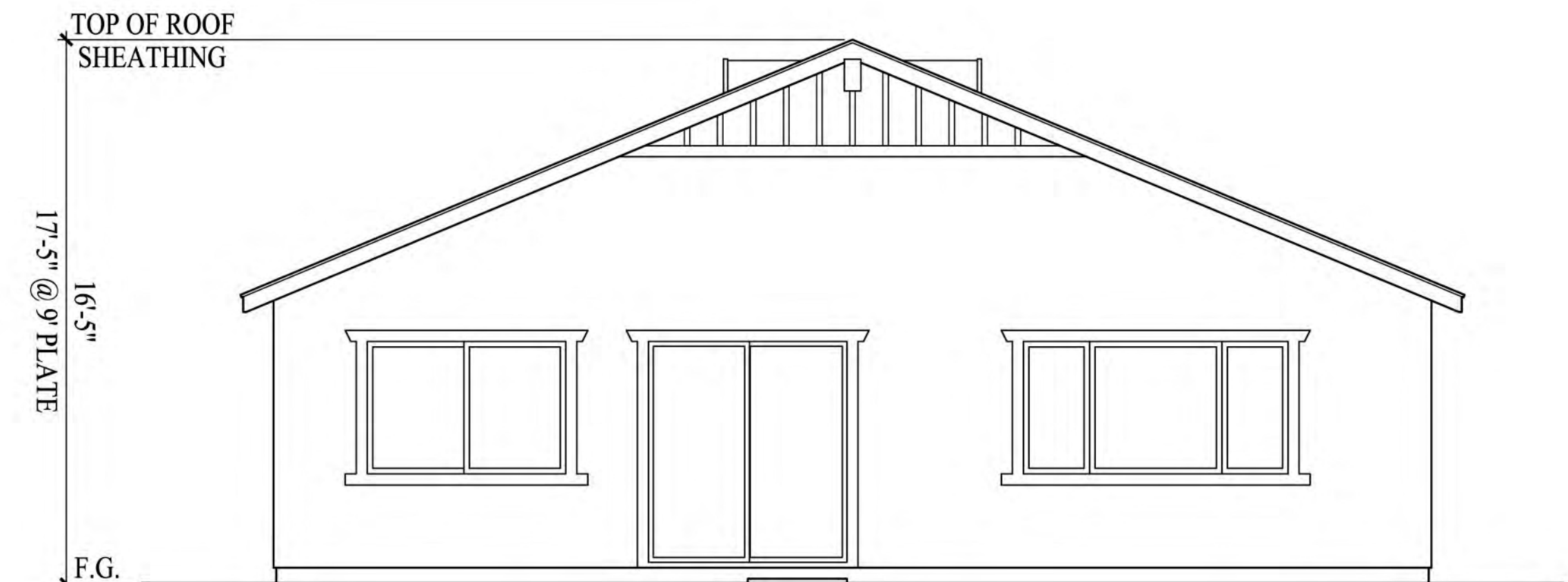
 **Woodside Homes**
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved



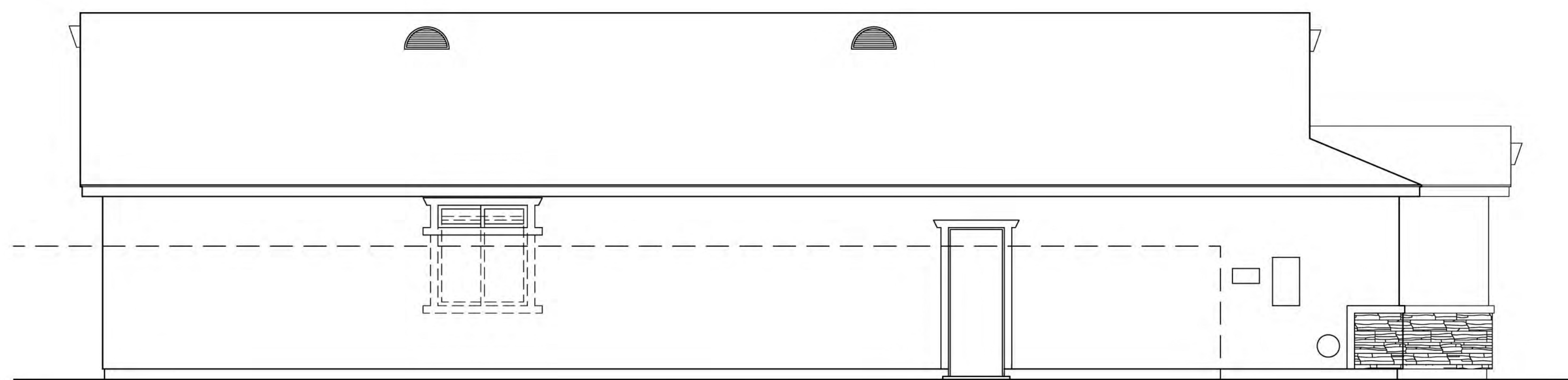
RIGHT ELEVATION



REAR ELEVATION

"CRAFTSMAN"

- ROOF: FLAT "SHAKE" CONC. TILE
WALLS: STUCCO
CEMENTITIOUS BOARD & BATTEN
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
WOOD OUTLOOKERS
STONE VENEER
WOOD POSTS W/ STONE BASE
(AS OCCURS)

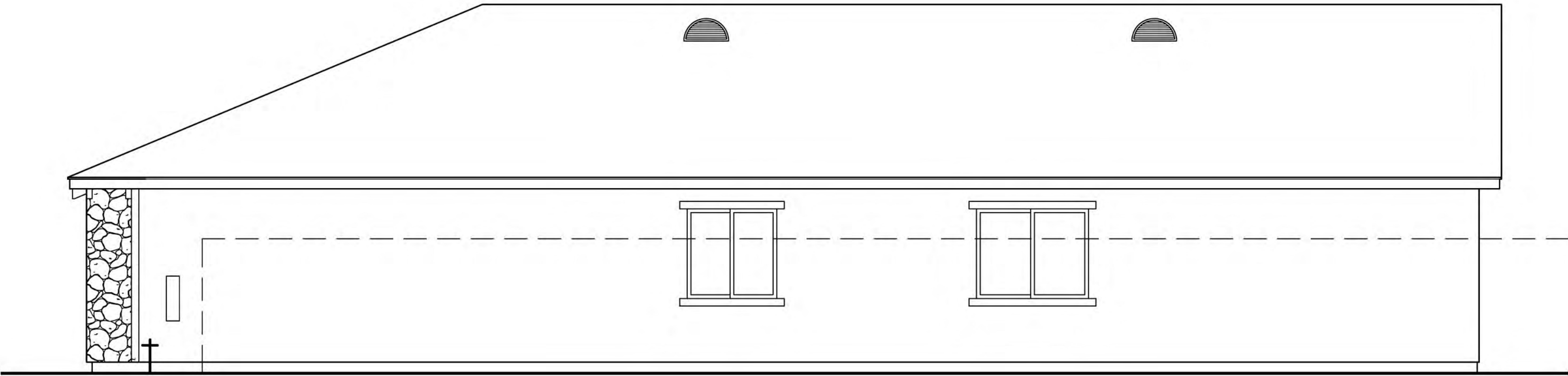


LEFT ELEVATION



FRONT ELEVATION

PLAN 1B
BELLA BRISAS
Rancho Cordova, CA



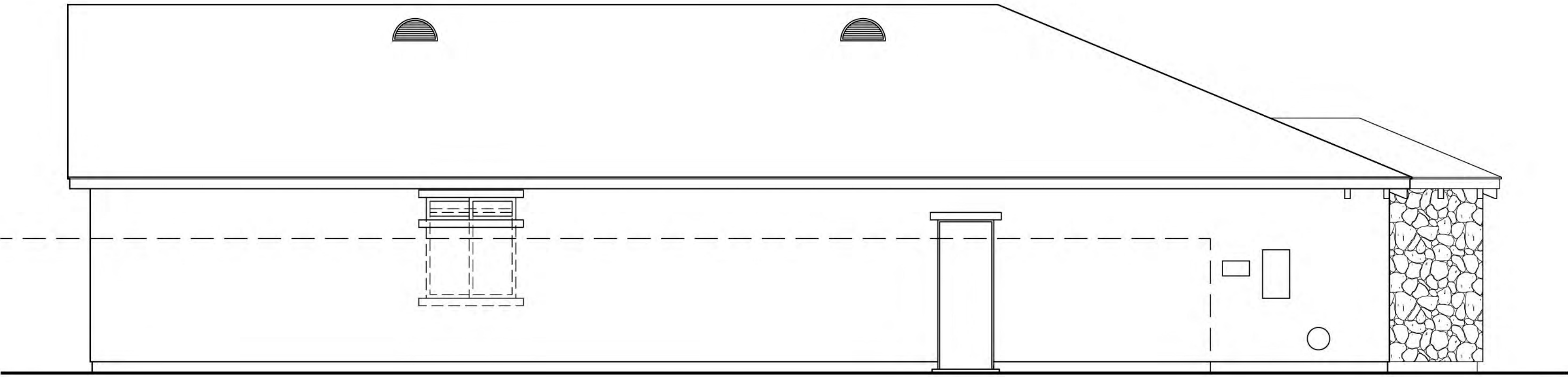
RIGHT ELEVATION



REAR ELEVATION

"TUSCAN"

ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
RAFTER TAILS (AS OCCURS)
TRIM: STUCCO OVER FOAM
DETAIL: PANEL TYPE SHUTTERS
STONE VENEER



LEFT ELEVATION



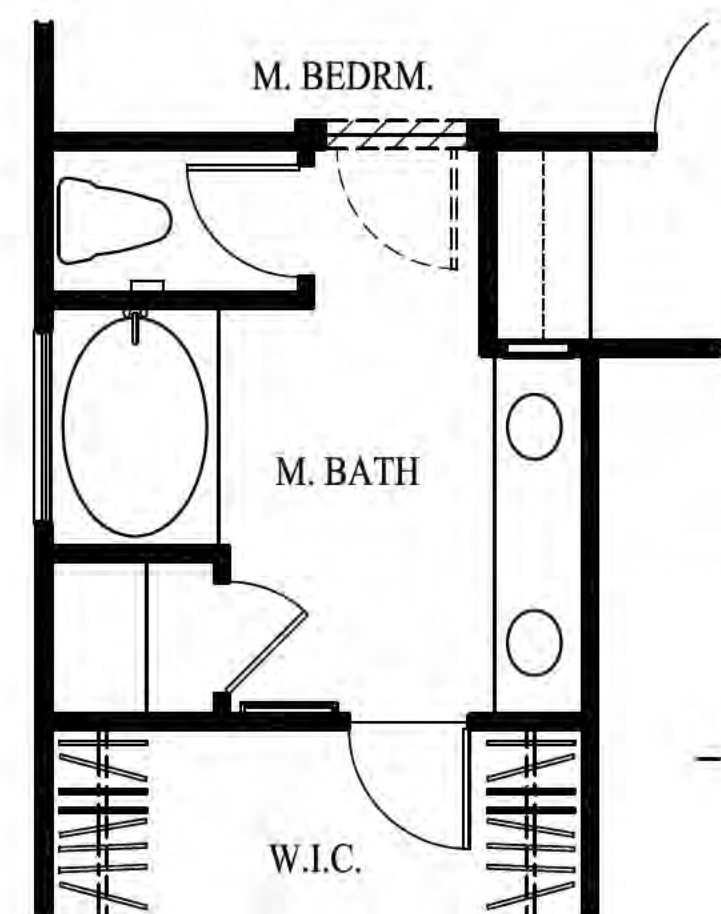
FRONT ELEVATION

PLAN 1C
BELLA BRISAS
Rancho Cordova, CA

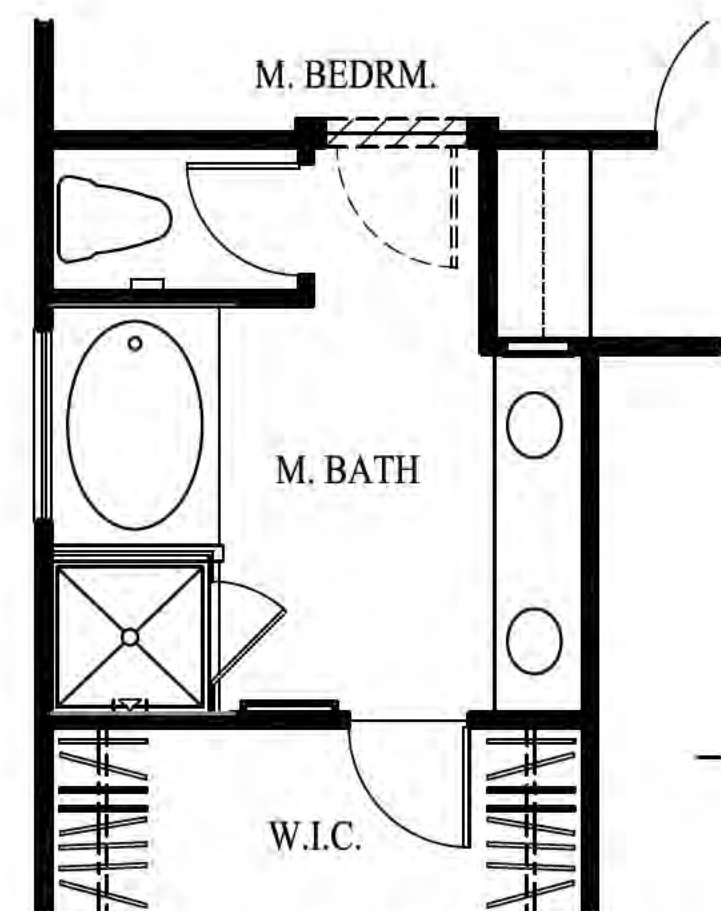
 **Woodside Homes**
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

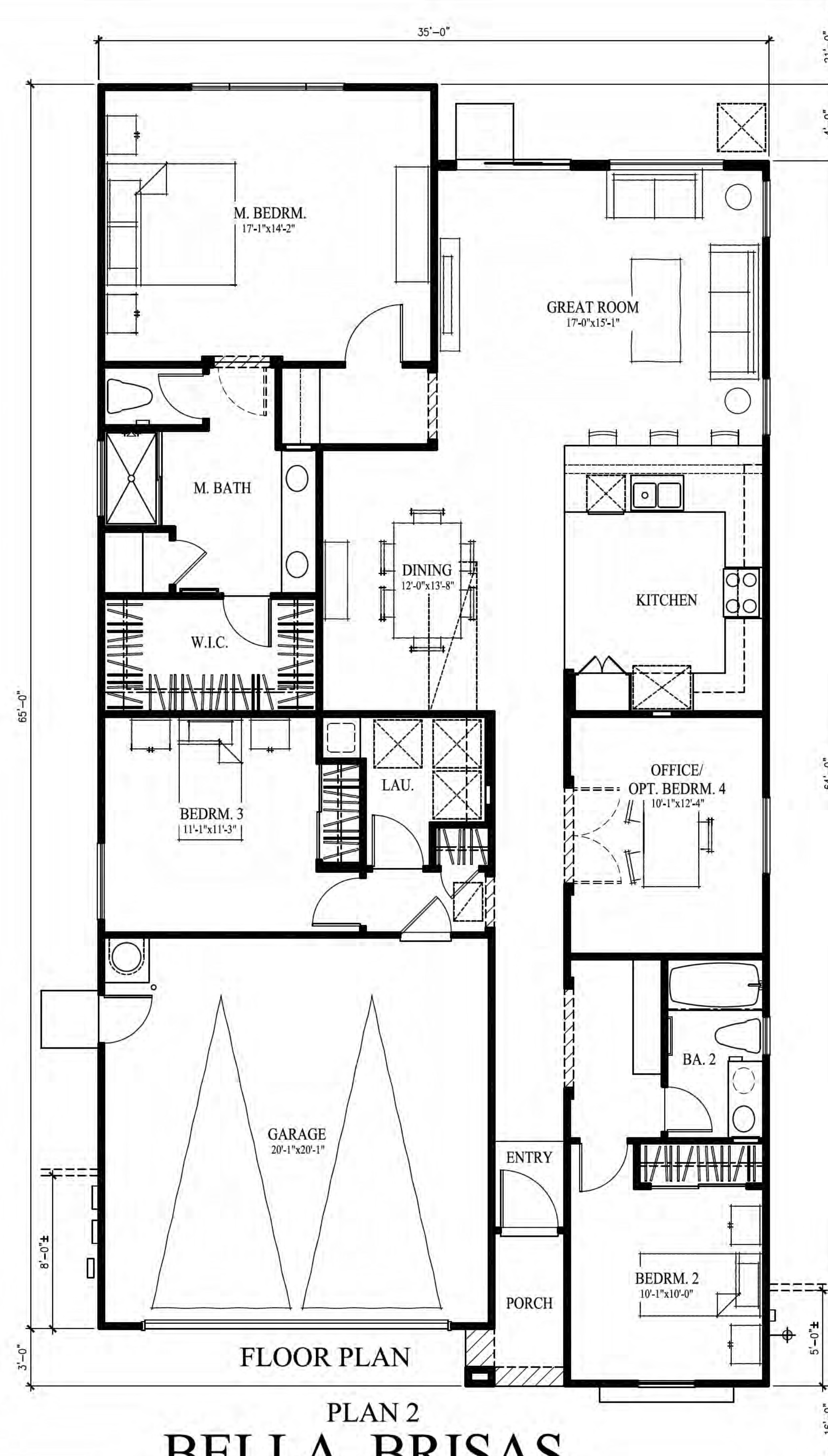
KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved ksearch.com



OPT. TUB AT
MASTER BATH



OPT. TUB/SHOWER AT
MASTER BATH



FLOOR PLAN

PLAN 2
BELLA BRISAS
Rancho Cordova, CA



OPT. BEDRM. 4

AREA TABULATION

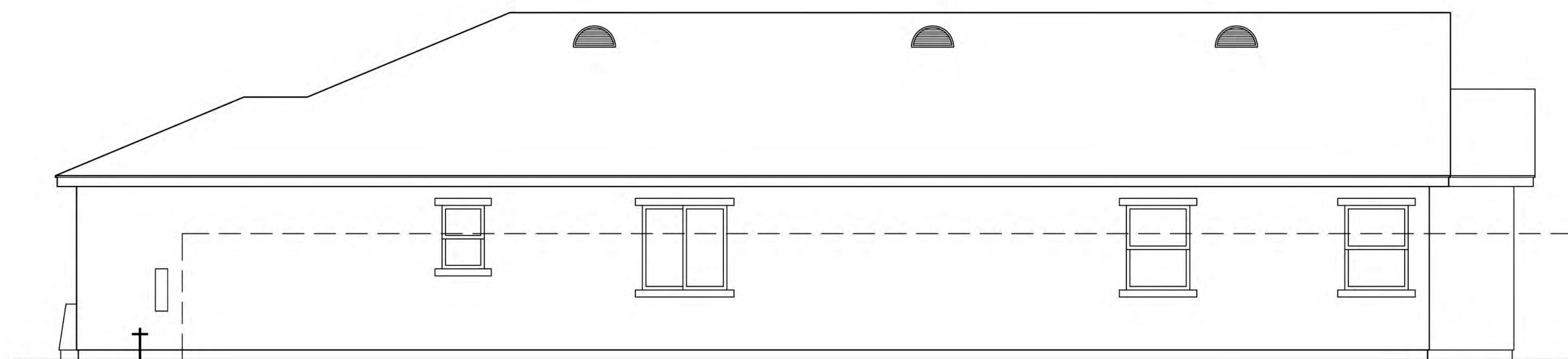
CONDITIONED SPACE	
FLOOR AREA	1,801 SQ. FT.
TOTAL DWELLING	1,801 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	417 SQ. FT.

KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved

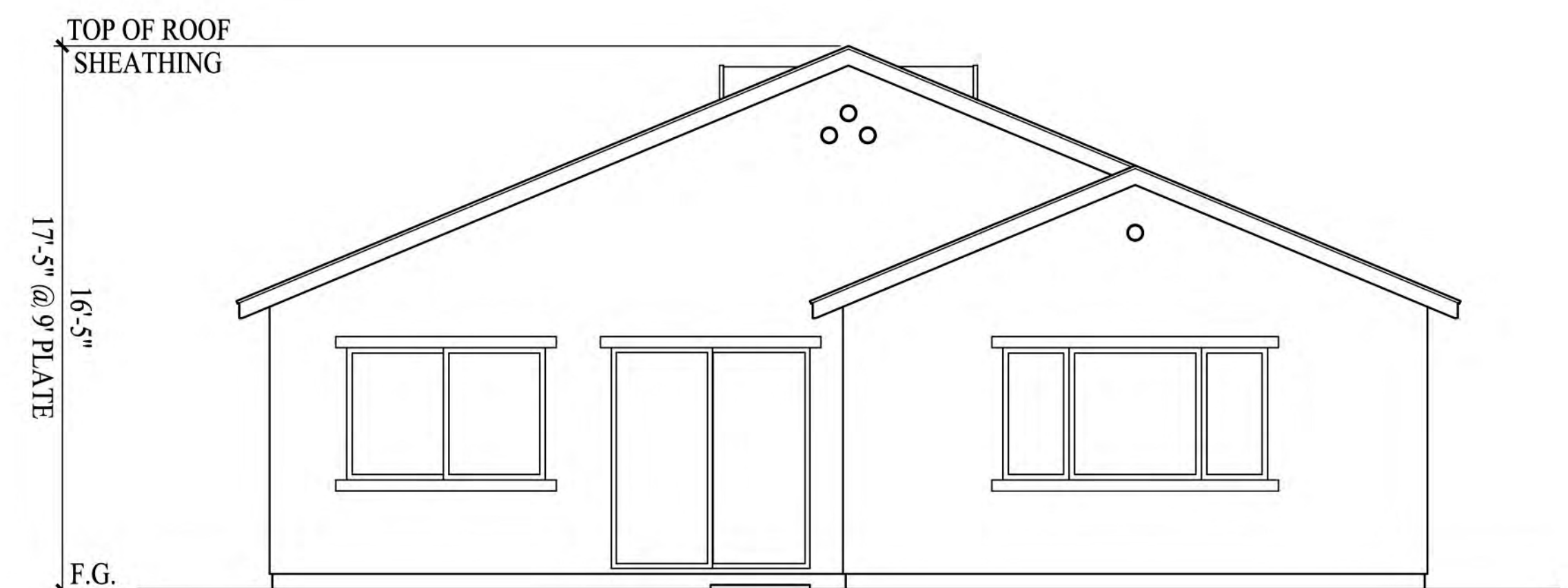


Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

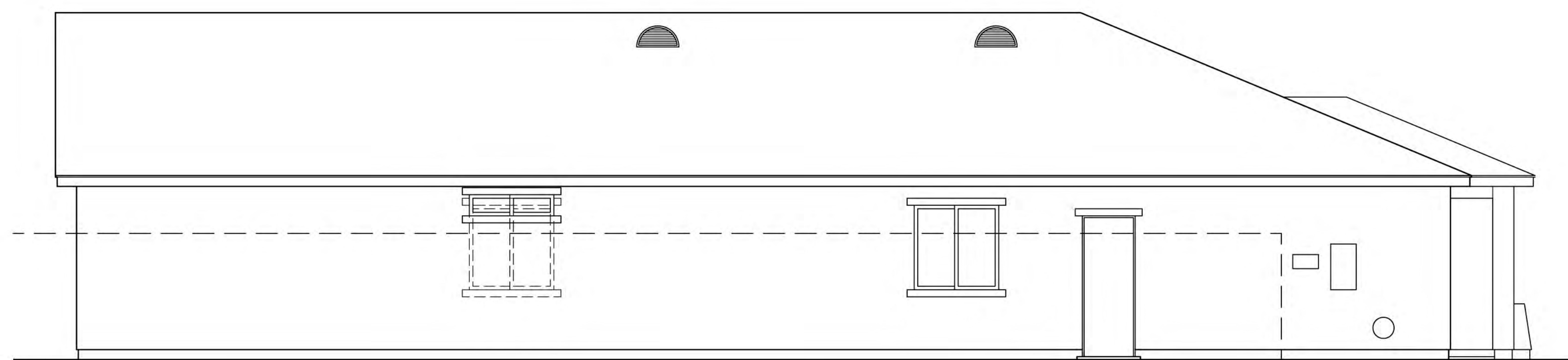


RIGHT ELEVATION



REAR ELEVATION

"SPANISH"
ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
"CLAY" PIPE ACCENT
STUCCO OVER FOAM CORBELS
(AS OCCURS)



LEFT ELEVATION



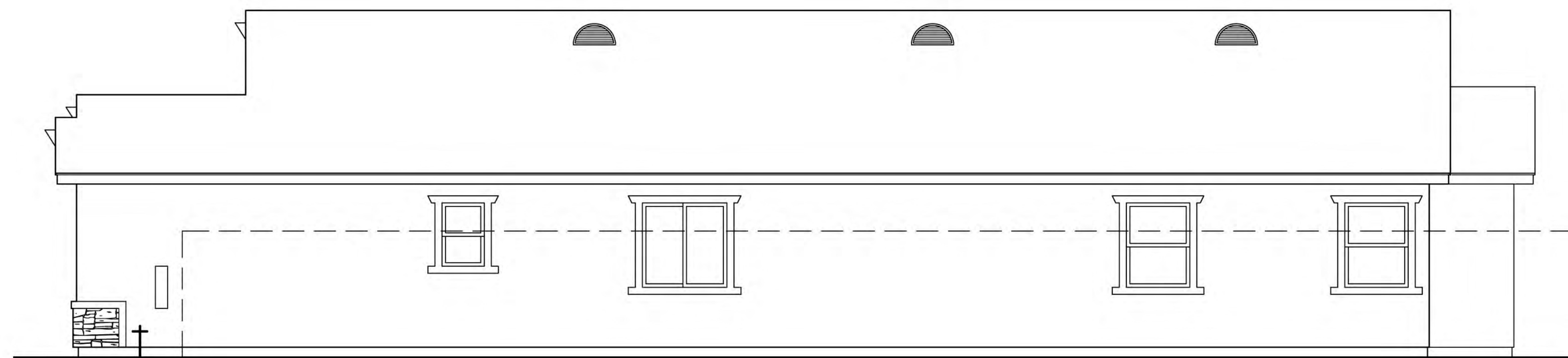
FRONT ELEVATION

PLAN 2A
BELLA BRISAS
Rancho Cordova, CA

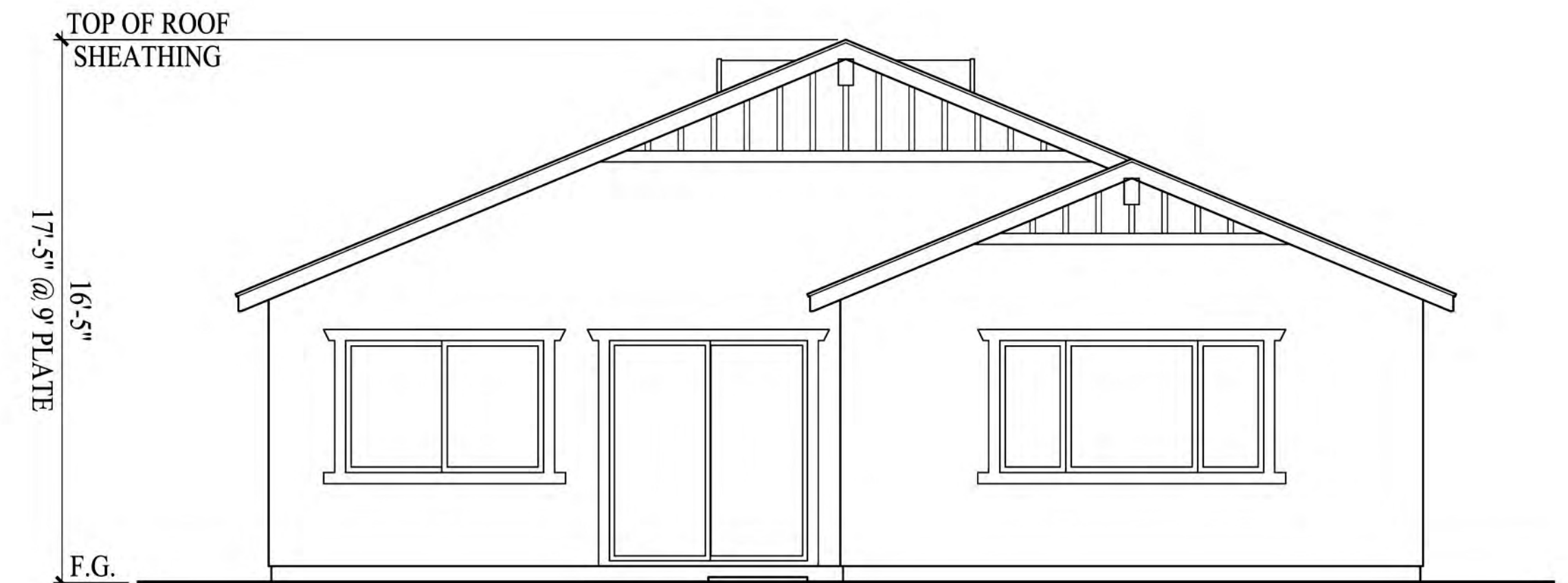
 **Woodside Homes**
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved



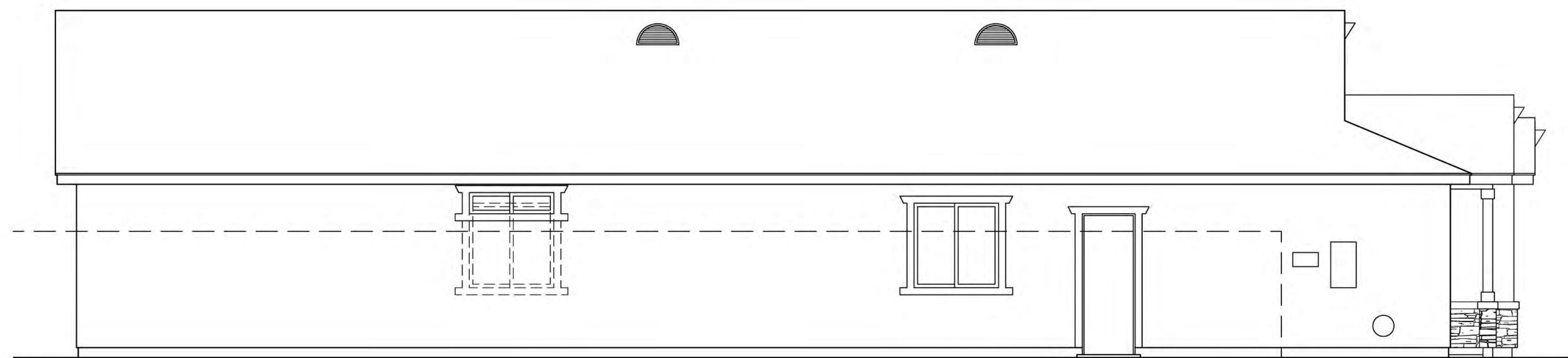
RIGHT ELEVATION



REAR ELEVATION

"CRAFTSMAN"

- ROOF: FLAT "SHAKE" CONC. TILE
WALLS: STUCCO
CEMENTITIOUS BOARD & BATTEN
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
WOOD OUTLOOKERS
STONE VENEER
WOOD POSTS W/ STONE BASE
(AS OCCURS)

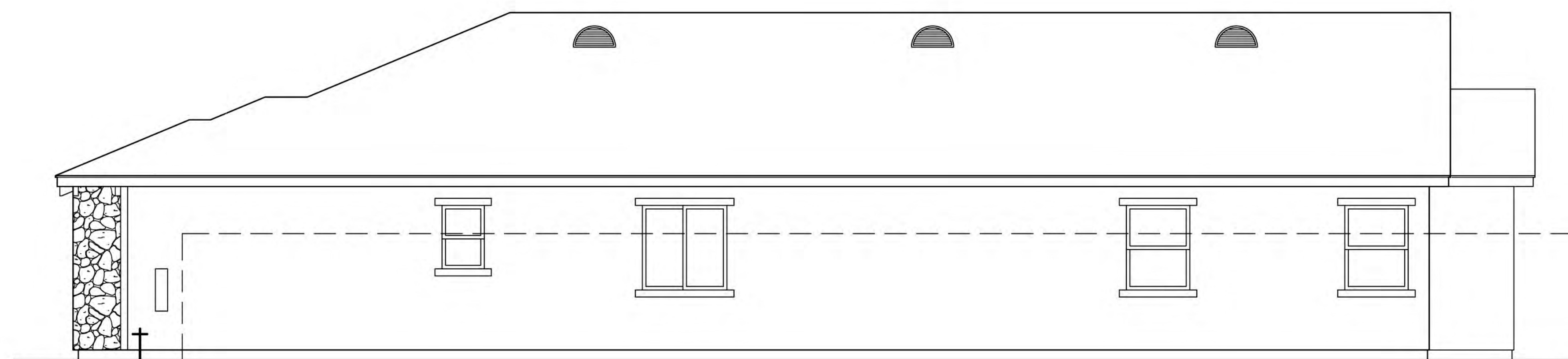


LEFT ELEVATION



FRONT ELEVATION

PLAN 2B
BELLA BRISAS
Rancho Cordova, CA



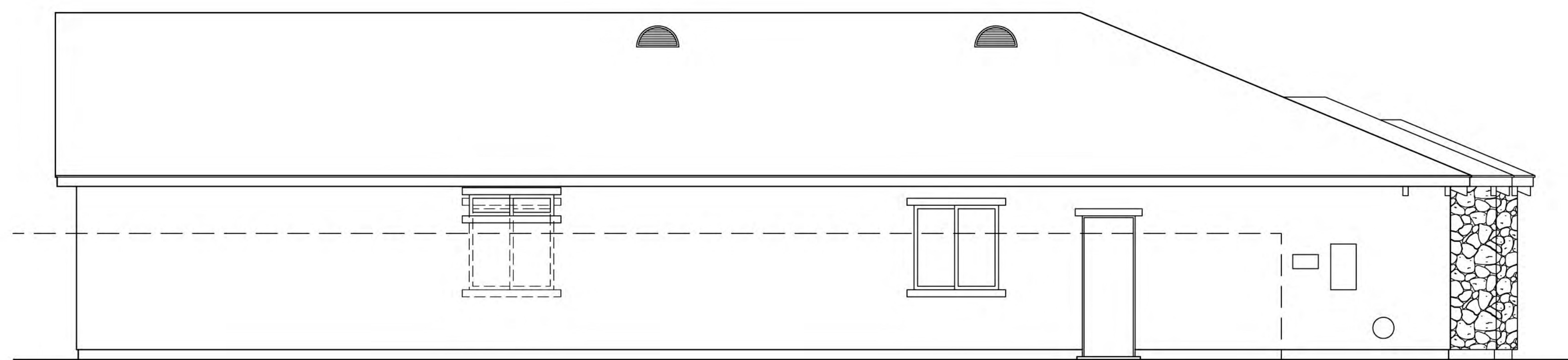
RIGHT ELEVATION



REAR ELEVATION

"TUSCAN"

ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
RAFTER TAILS (AS OCCURS)
TRIM: STUCCO OVER FOAM
DETAIL: PANEL TYPE SHUTTERS
STONE VENEER



LEFT ELEVATION



FRONT ELEVATION

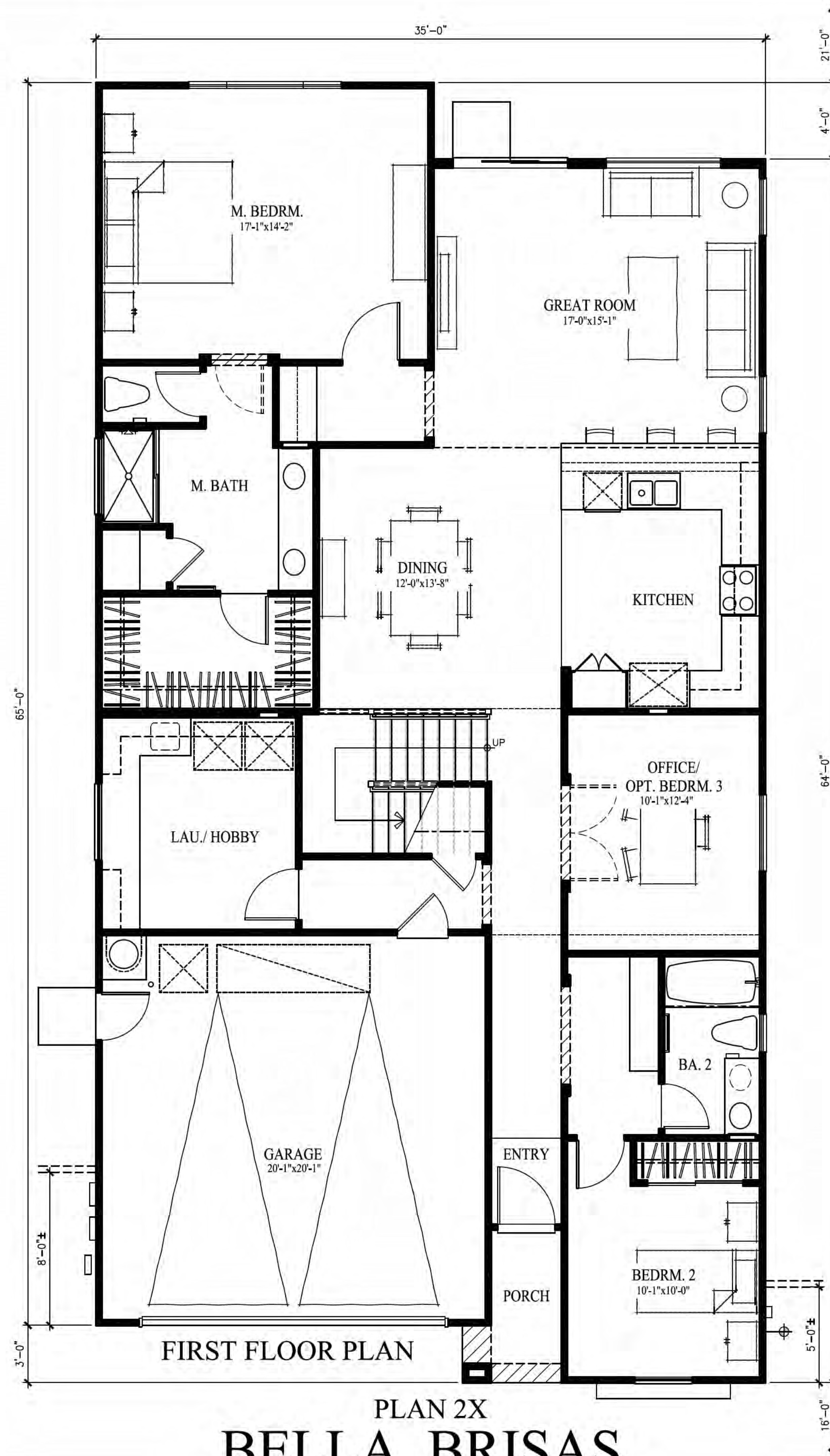
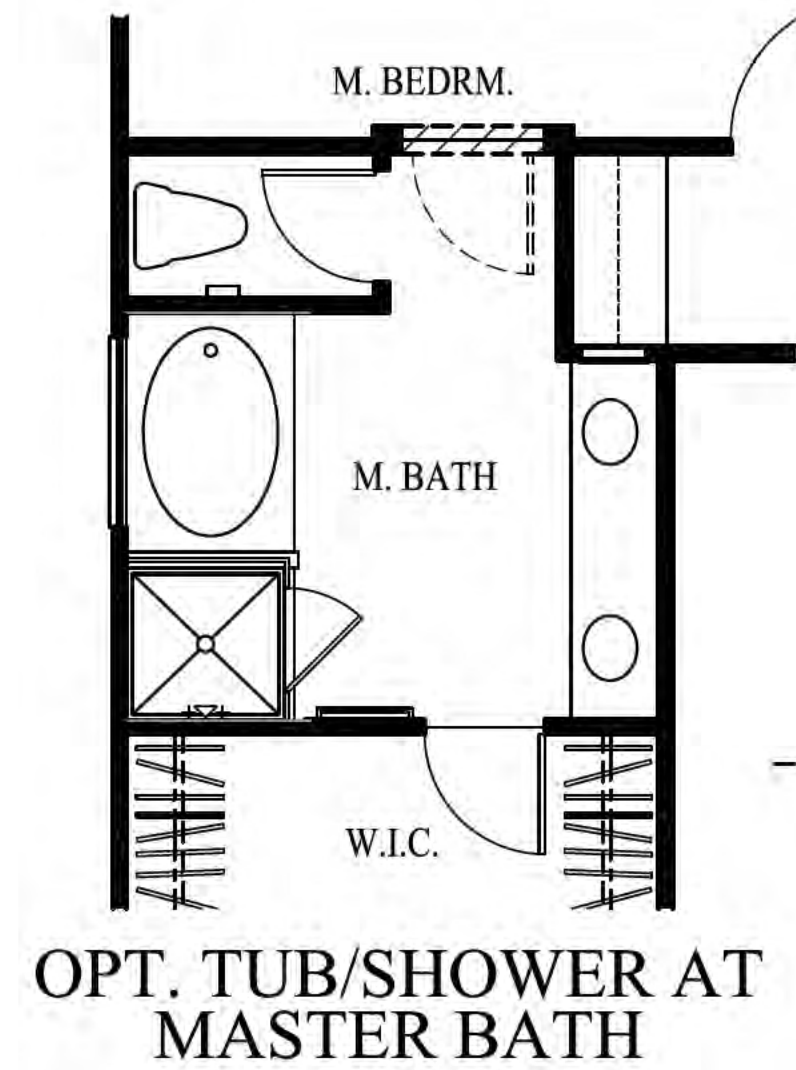
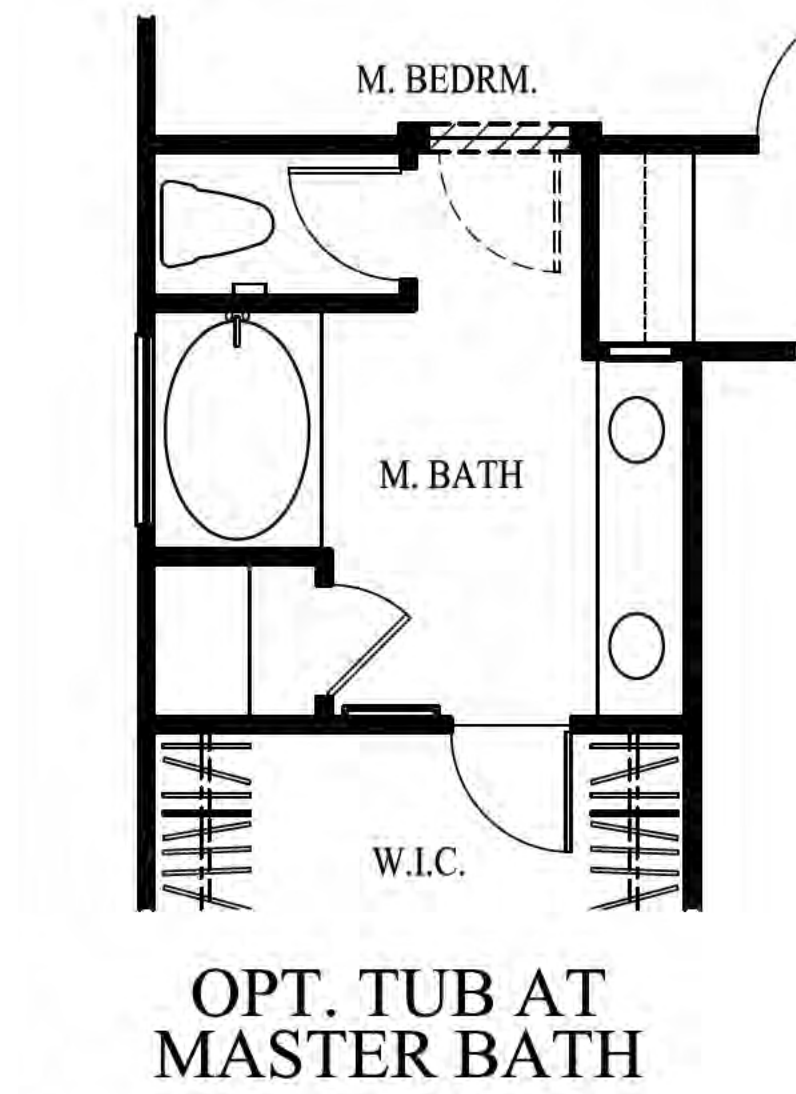
PLAN 2C
BELLA BRISAS
Rancho Cordova, CA



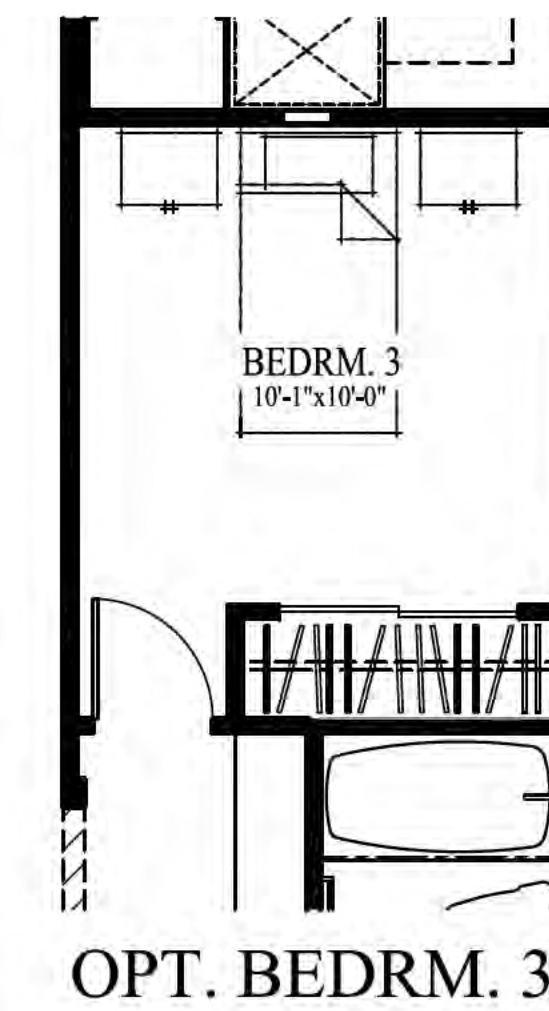
Woodside Homes

BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"



PLAN 2X
BELLA BRISAS
Rancho Cordova, CA



AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,801 SQ. FT.
SECOND FLOOR AREA	504 SQ. FT.
TOTAL DWELLING	2,305 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	417 SQ. FT.

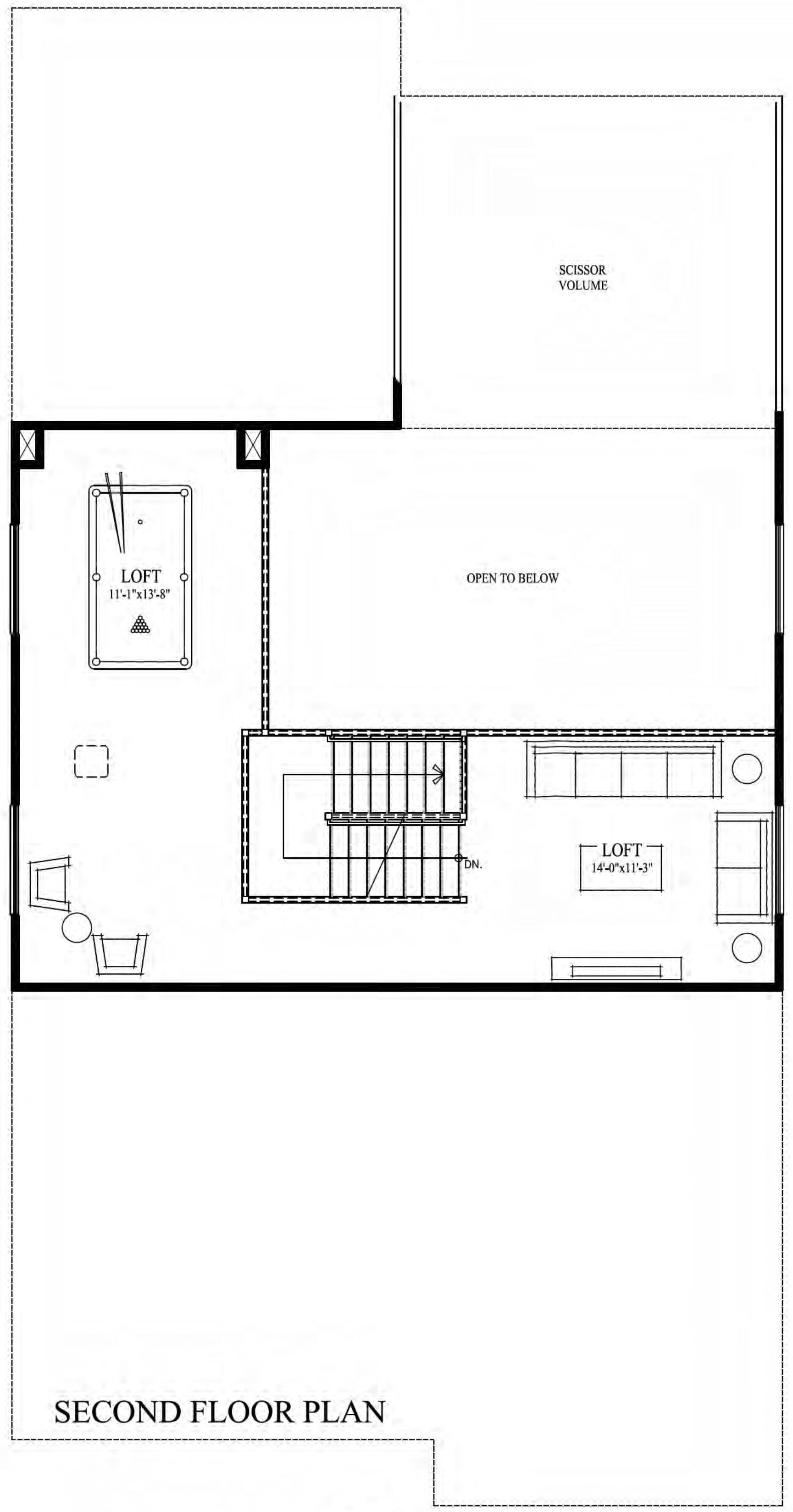
KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved

klcarch.com



OPTIONAL BEDROOM 4 & BATH 3



SECOND FLOOR PLAN

PLAN 2X
BELLA BRISAS
Rancho Cordova, CA



Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved





PLAN 2XA



PLAN 2XB



PLAN 2XC

PLAN 2X SOLAR ARRAY
BELLA BRISAS
Rancho Cordova, CA

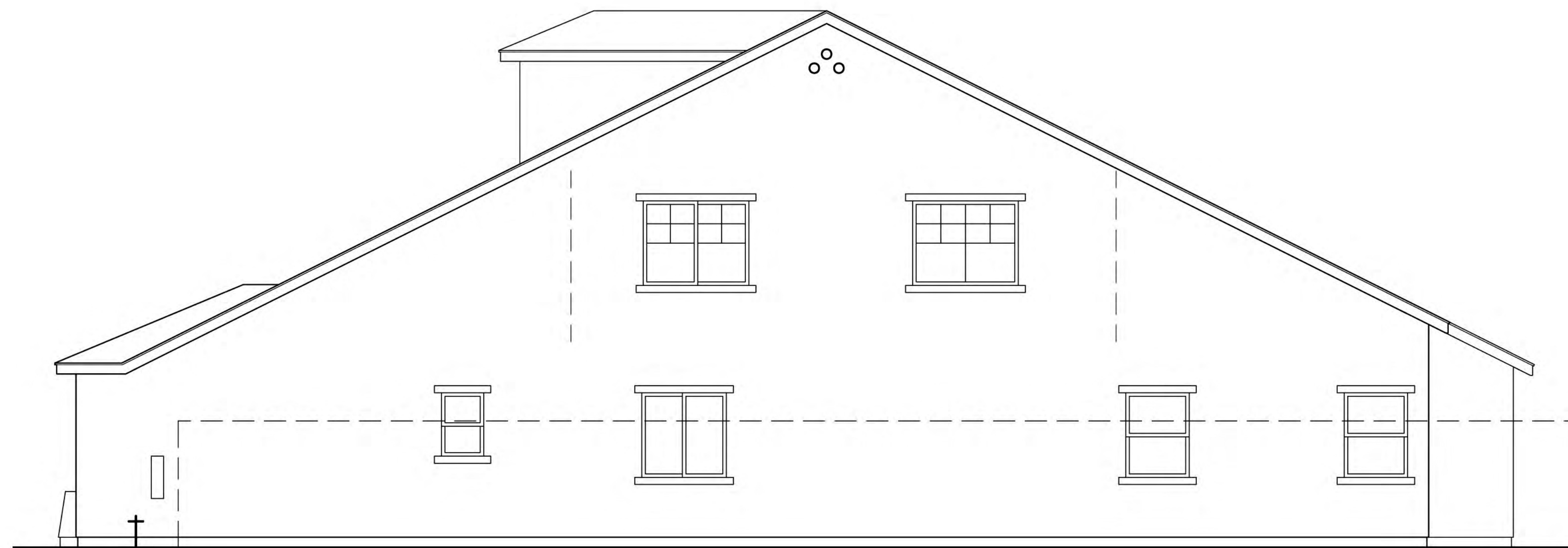


Woodside Homes

BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

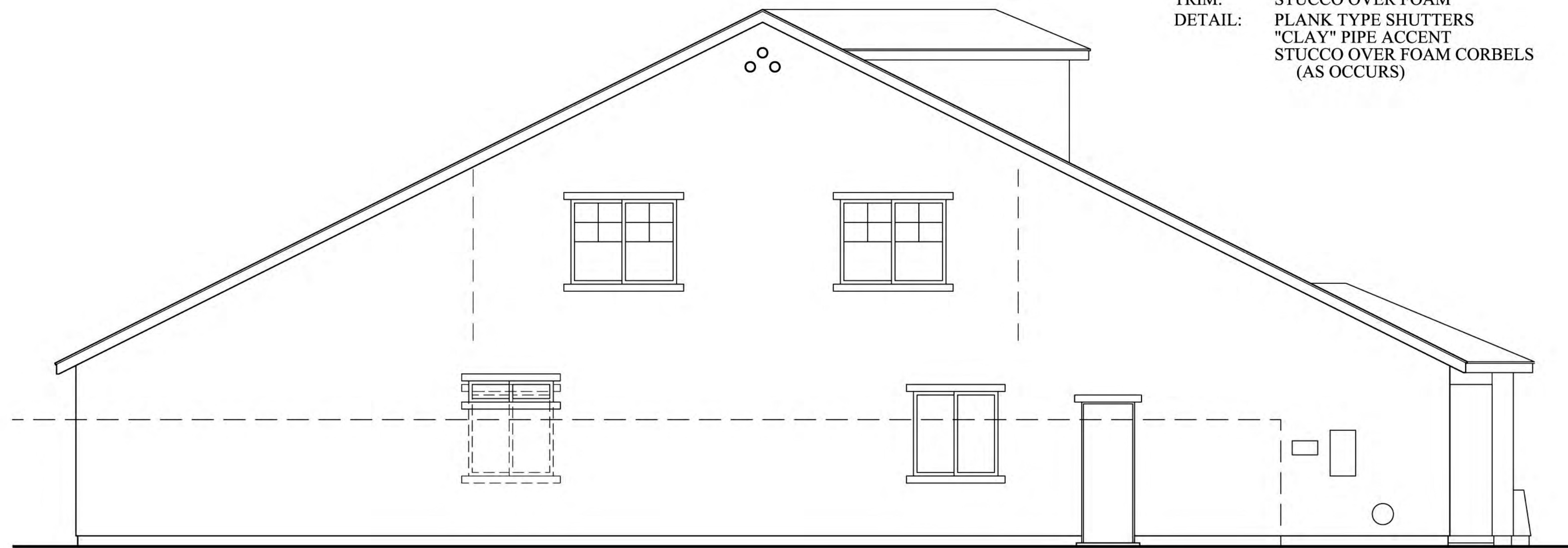
KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

"SPANISH"
ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
"CLAY" PIPE ACCENT
STUCCO OVER FOAM CORBELS
(AS OCCURS)



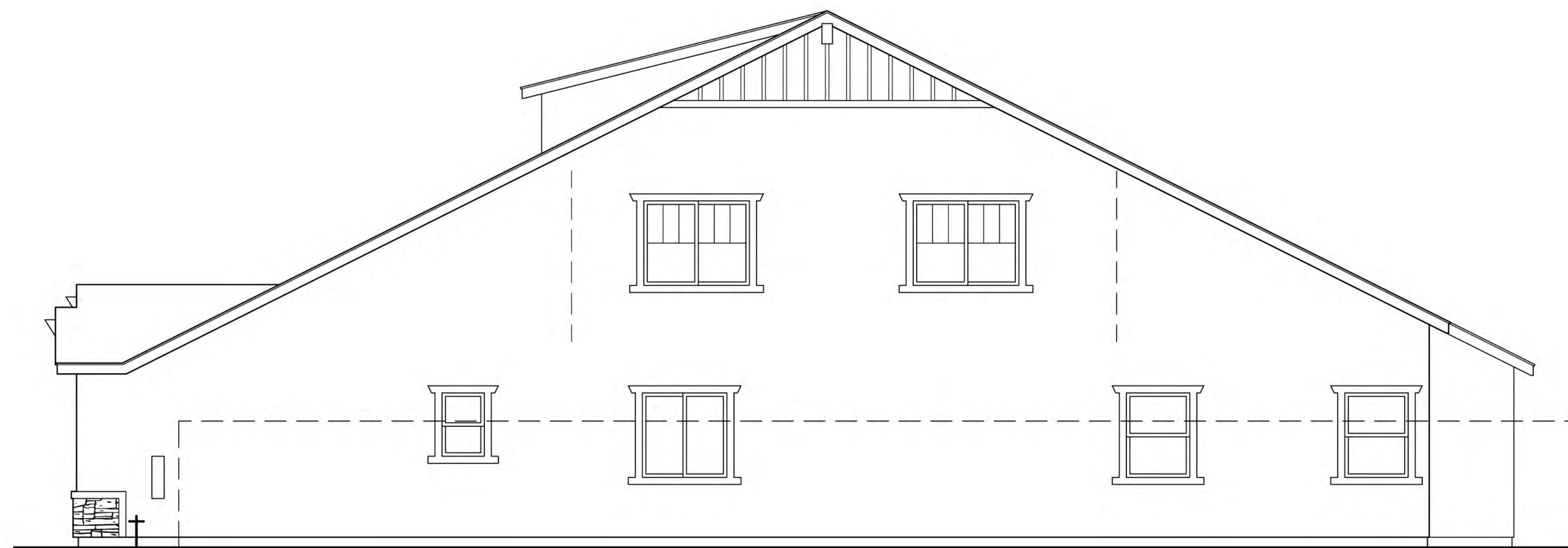
FRONT ELEVATION

PLAN 2XA
BELLA BRISAS
Rancho Cordova, CA

 **Woodside Homes**
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

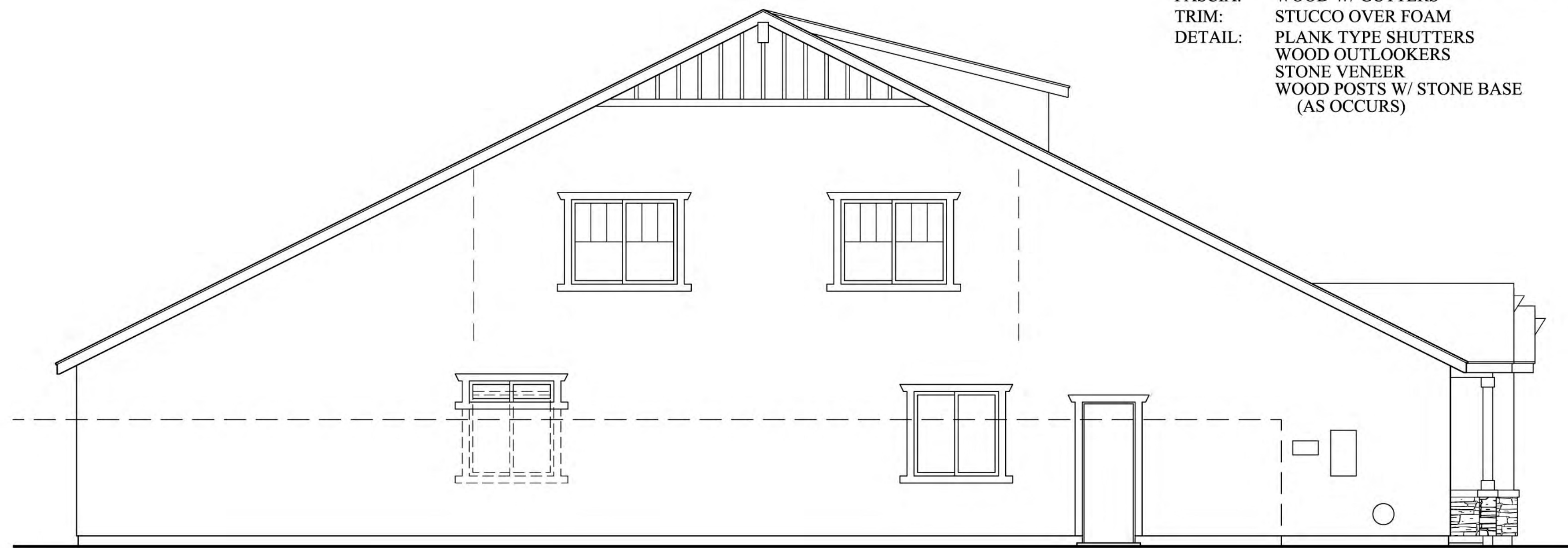
KEVIN L. CROOK
ARCHITECT
INC.
© Copyright: All Rights Reserved



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

"CRAFTSMAN"

- ROOF: FLAT "SHAKE" CONC. TILE
- WALLS: STUCCO
- FASCIA: CEMENTITIOUS BOARD & BATTEN
- TRIM: WOOD W/ GUTTERS
- DETAIL: STUCCO OVER FOAM
- PLANK TYPE SHUTTERS
- WOOD OUTLOOKERS
- STONE VENEER
- WOOD POSTS W/ STONE BASE (AS OCCURS)



FRONT ELEVATION

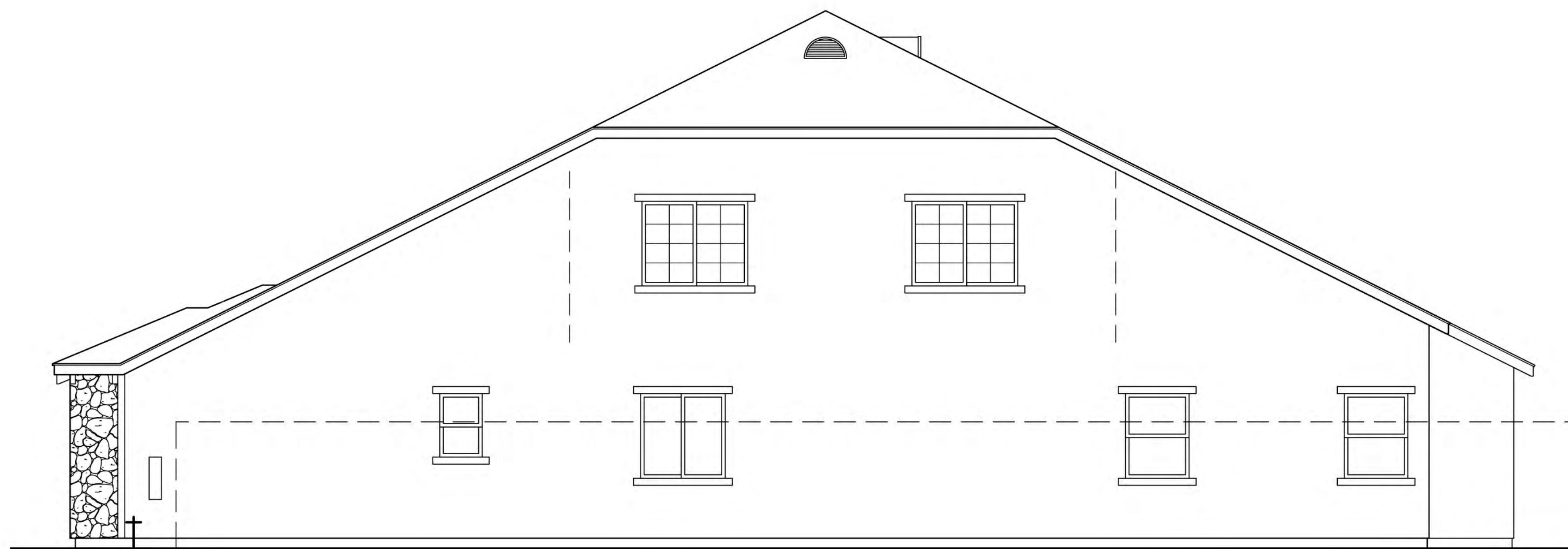
PLAN 2XB
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved

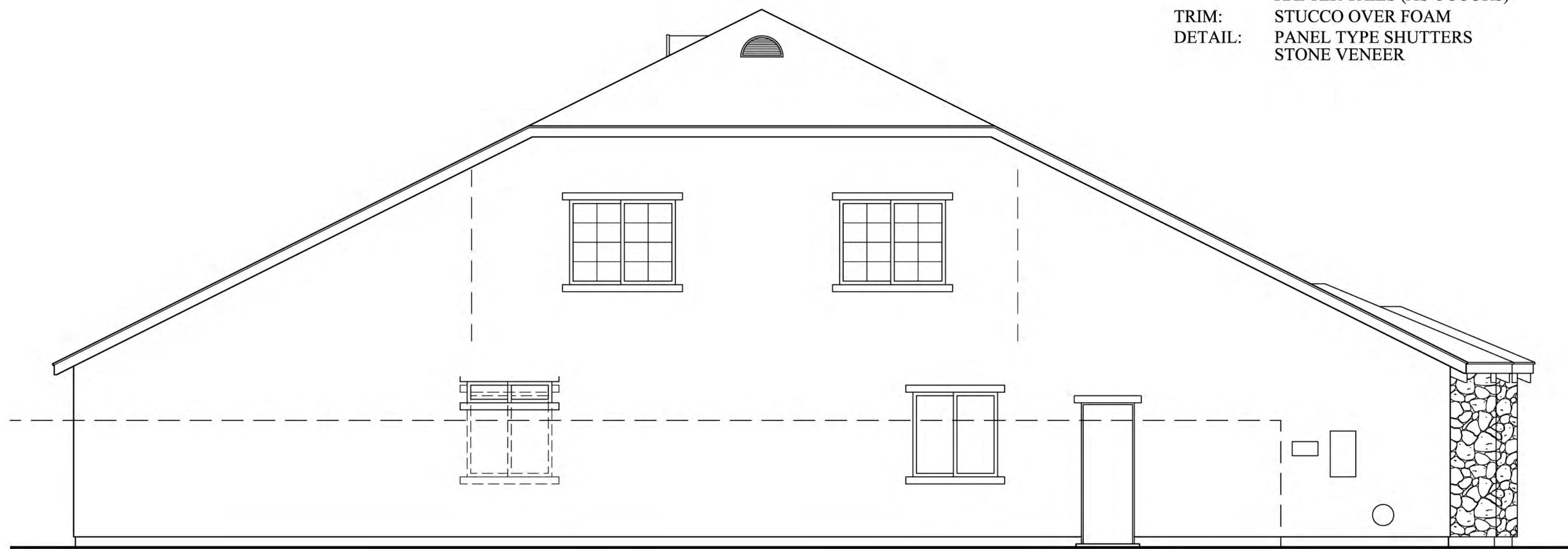


RIGHT ELEVATION



REAR ELEVATION

"TUSCAN"
ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
RAFTER TAILS (AS OCCURS)
TRIM: STUCCO OVER FOAM
DETAIL: PANEL TYPE SHUTTERS
STONE VENEER

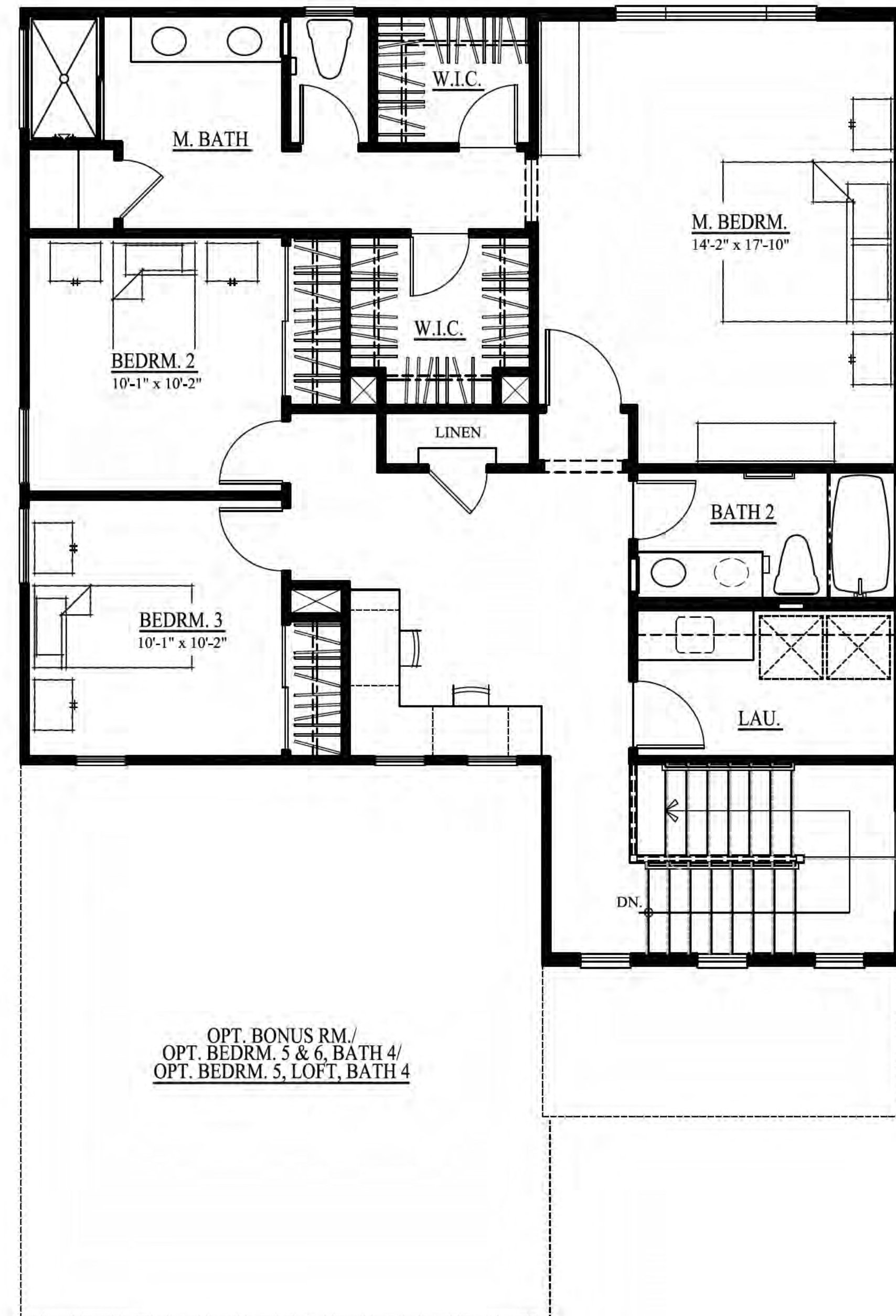


LEFT ELEVATION

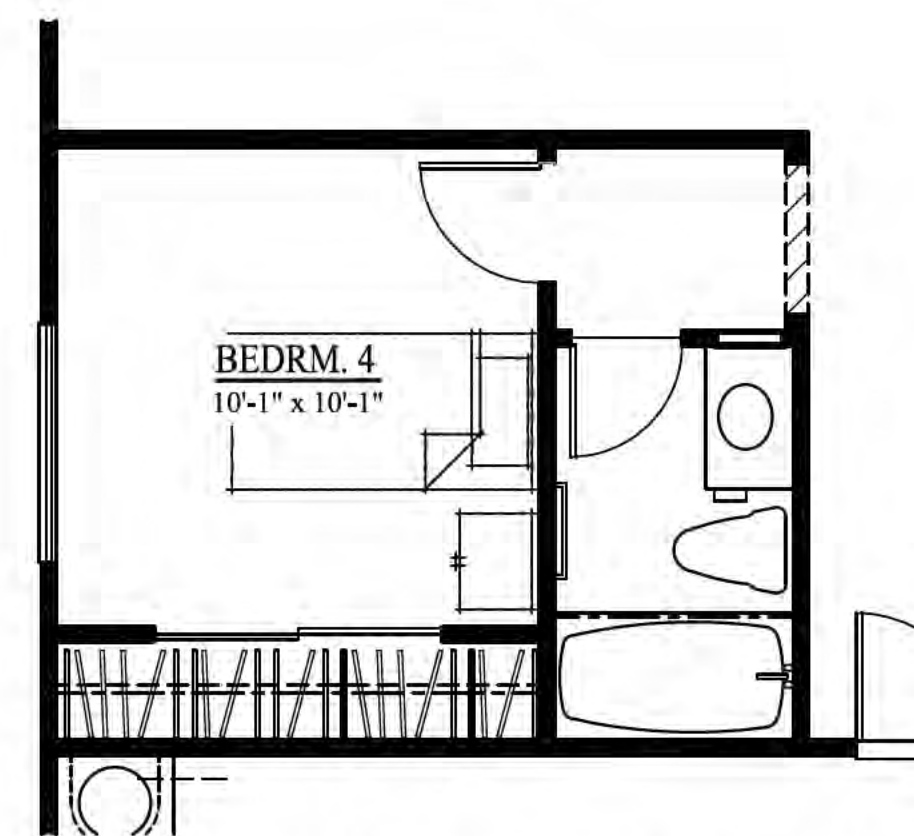


FRONT ELEVATION

PLAN 2XC
BELLA BRISAS
Rancho Cordova, CA



SECOND FLOOR PLAN

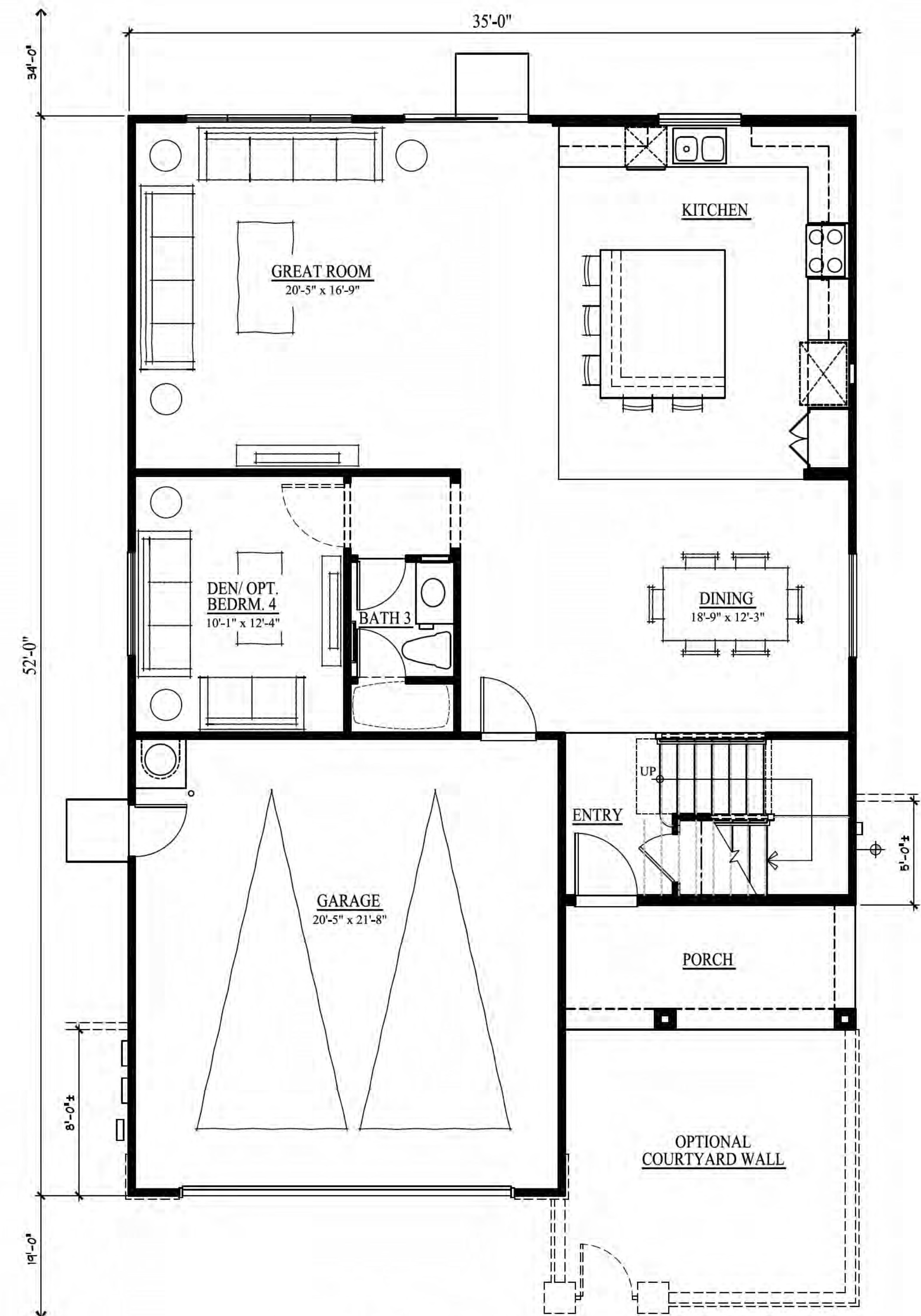


OPT. BEDRM. 4

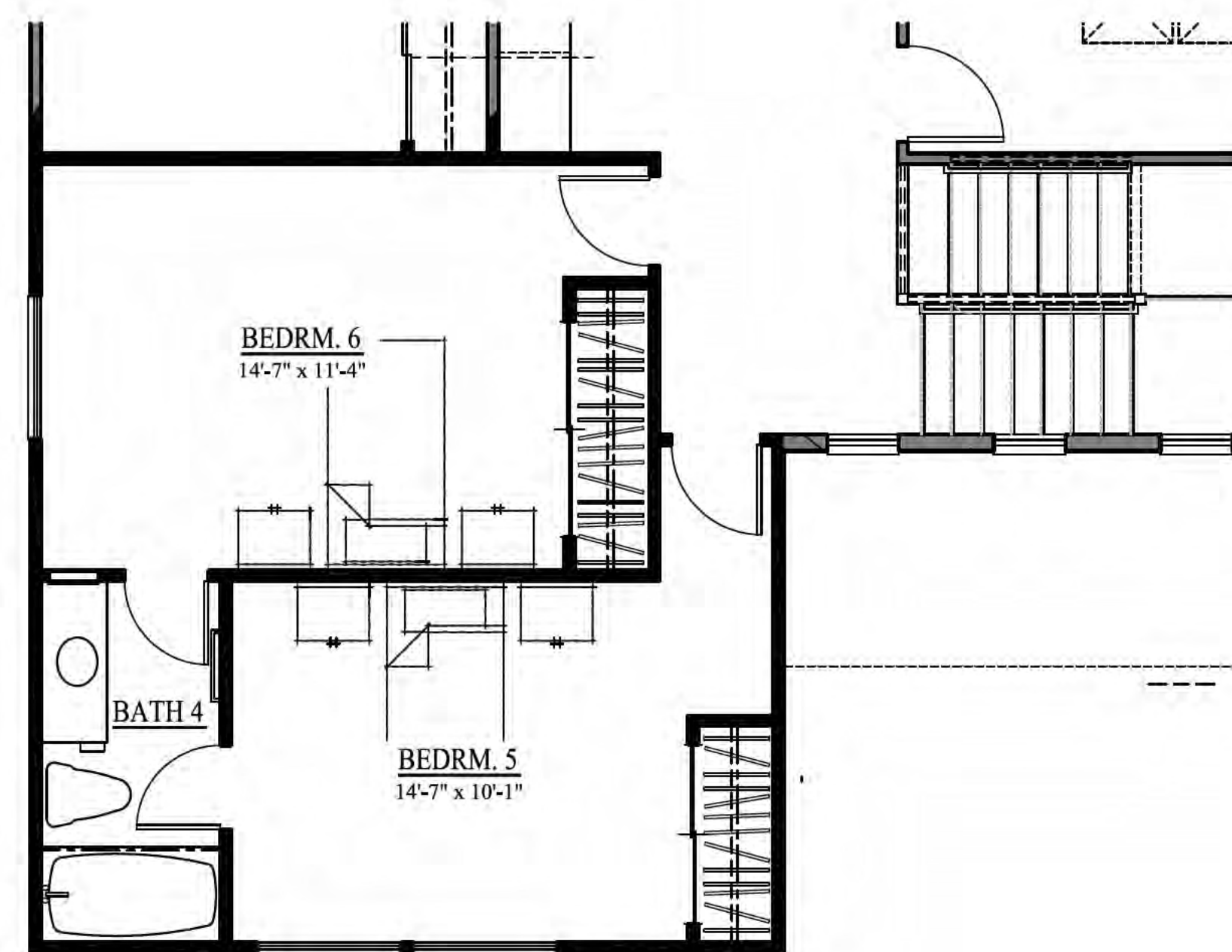
AREA TABULATION

CONDITIONED SPACE		
FIRST FLOOR AREA	1164	SQ. FT.
SECOND FLOOR AREA	1080	SQ. FT.
TOTAL DWELLING	2244	SQ. FT.
OPT. BONUS / OPT. BEDRM. 5 & 6, BATH 4	460	SQ. FT.
OPT. BEDRM. 5, BATH 4, LOFT		
TOTAL DWELLING	2704	SQ. FT.
UNCONDITIONED SPACE		
GARAGE	459	SQ. FT.
PORCH	84	SQ. FT.

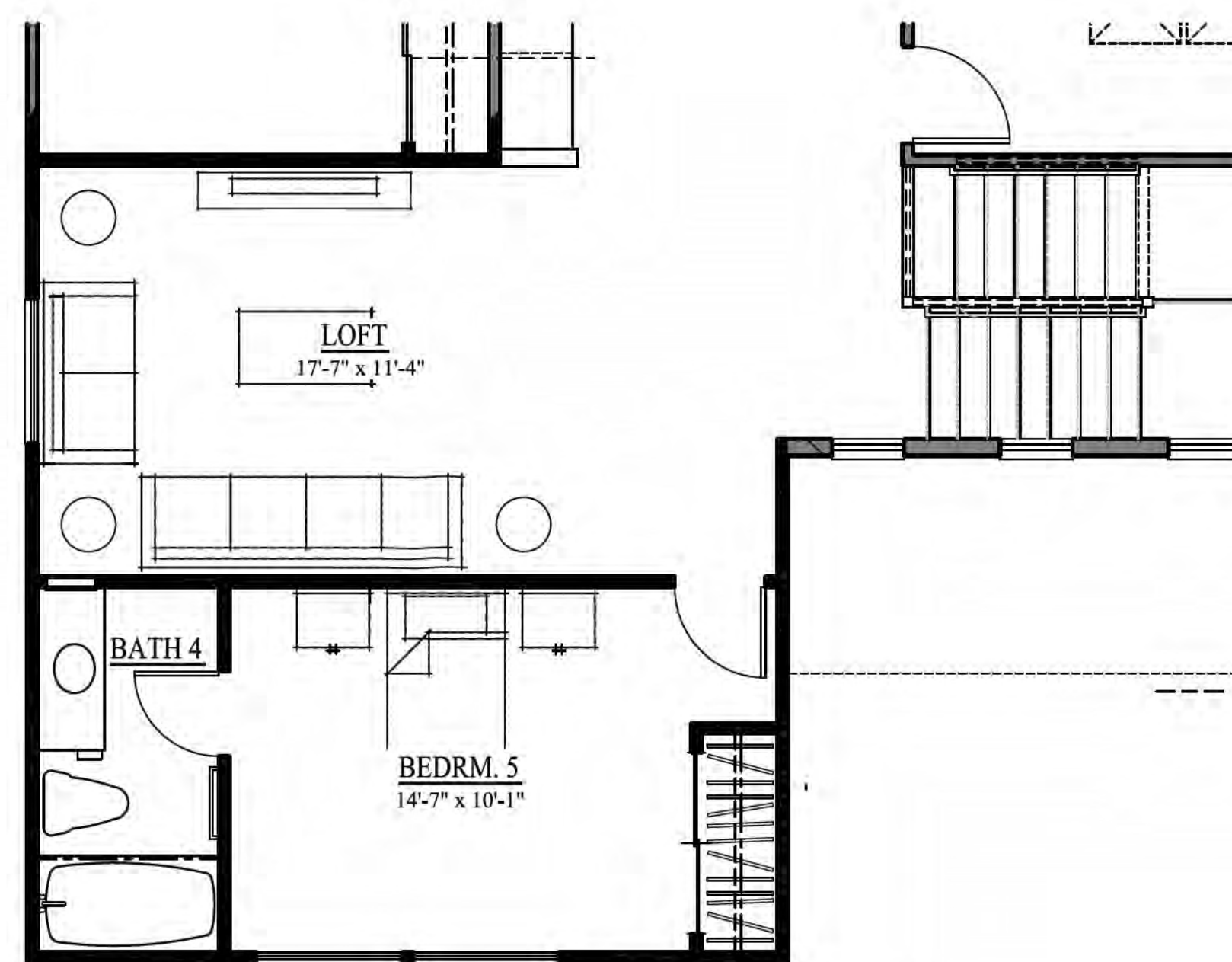
PLAN 3
BELLA BRISAS
Rancho Cordova, CA



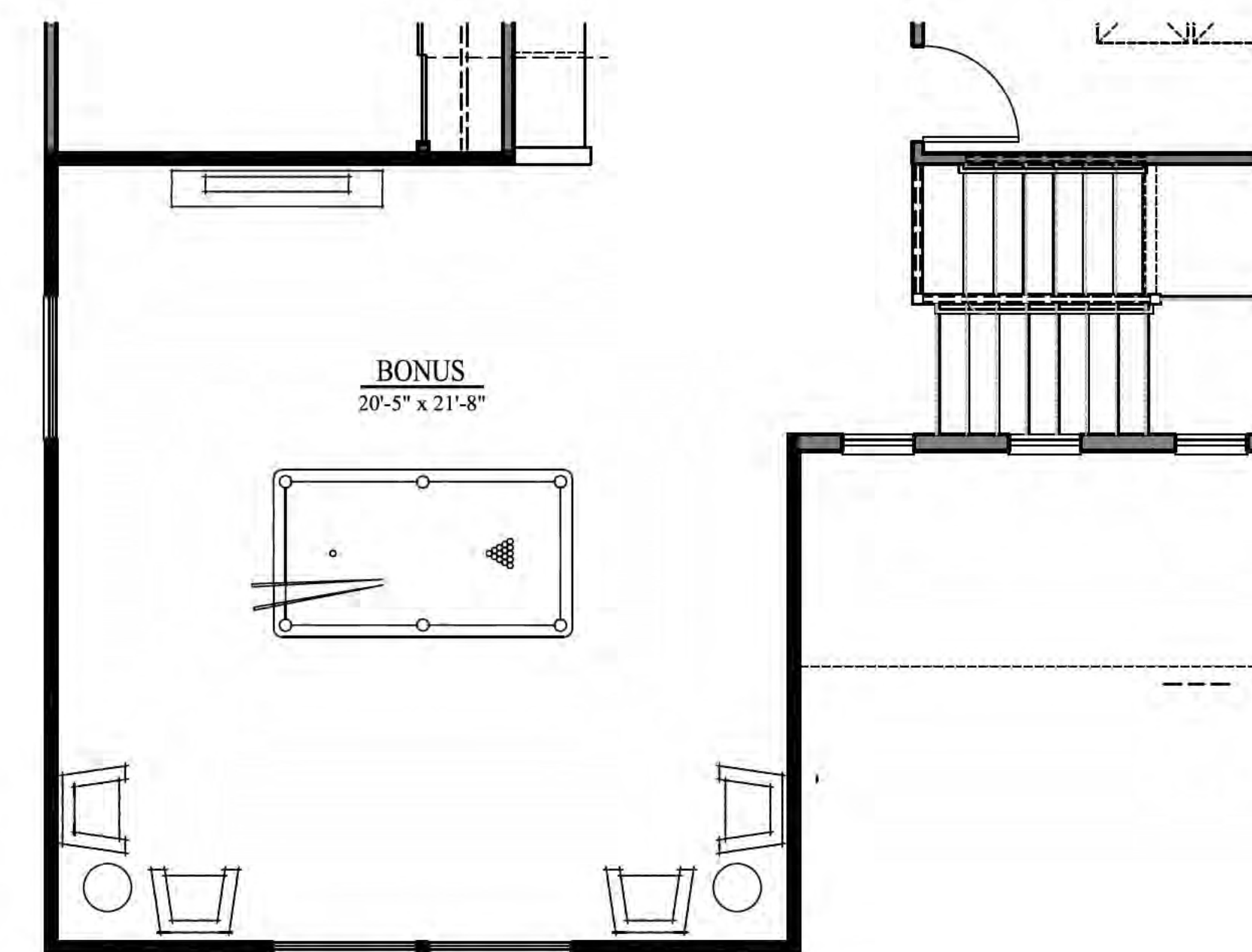
FIRST FLOOR PLAN



OPT. BEDRM 5 & BEDRM 6, BATH 4

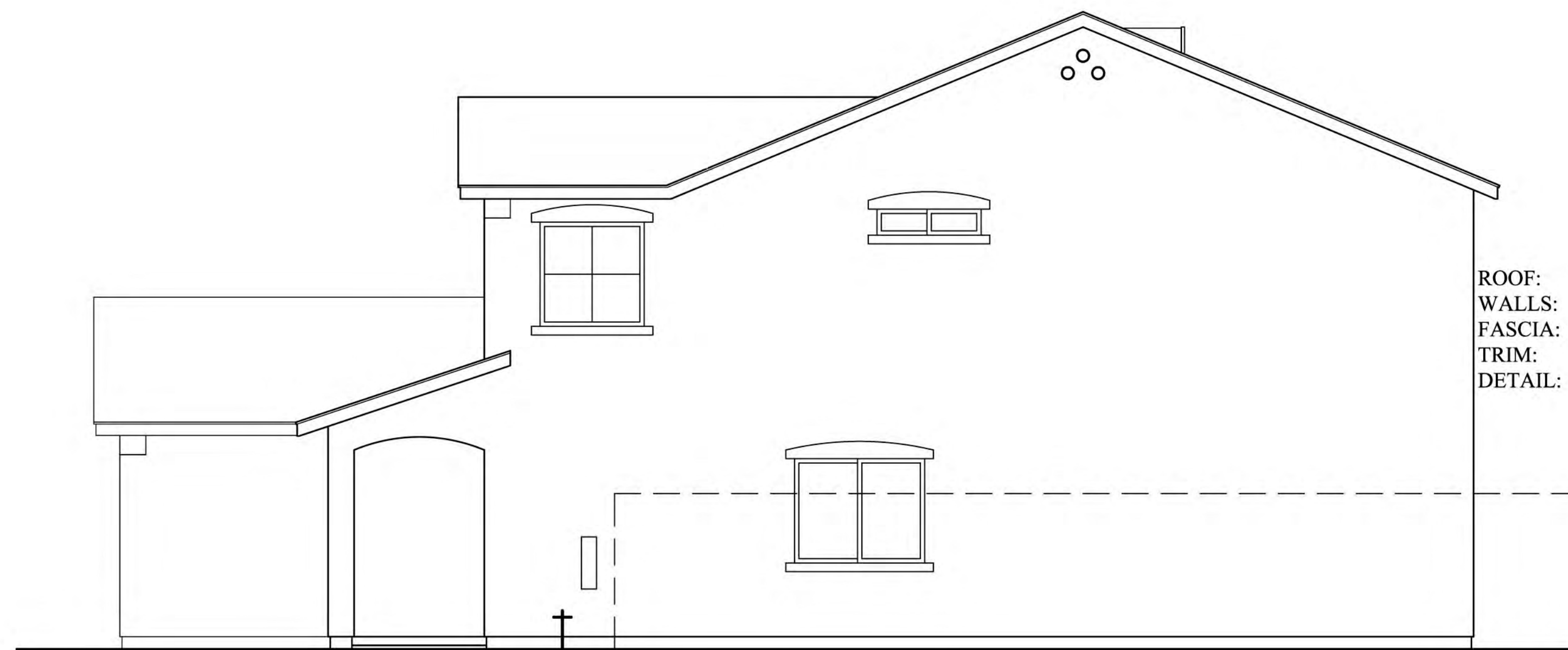


OPT. BEDRM 5, LOFT, BATH 4

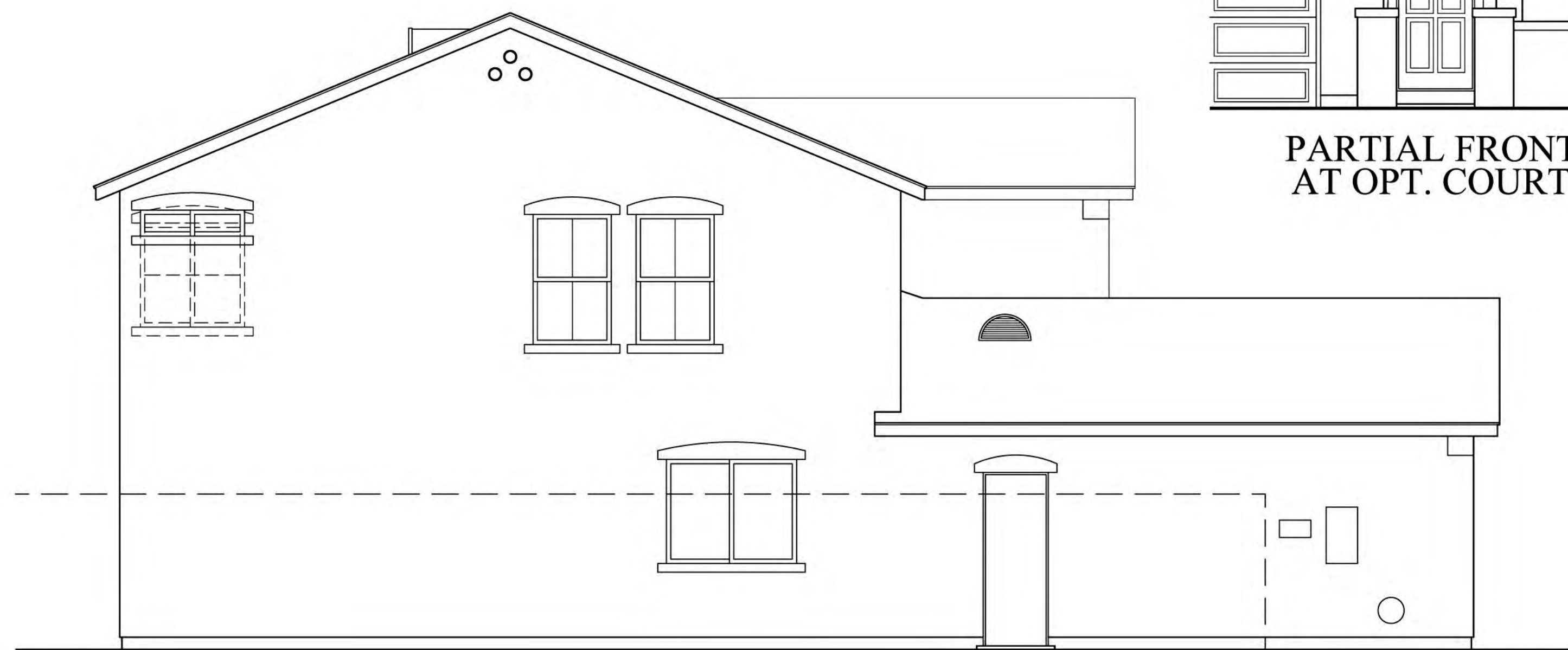


OPT. BONUS

PLAN 3X
BELLA BRISAS
Rancho Cordova, CA



RIGHT ELEVATION



LEFT ELEVATION



PARTIAL FRONT ELEVATION
AT OPT. COURTYARD WALL

"SPANISH"

ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
"CLAY" PIPE ACCENT
STUCCO OVER FOAM CORBELS
(AS OCCURS)



REAR ELEVATION



FRONT ELEVATION

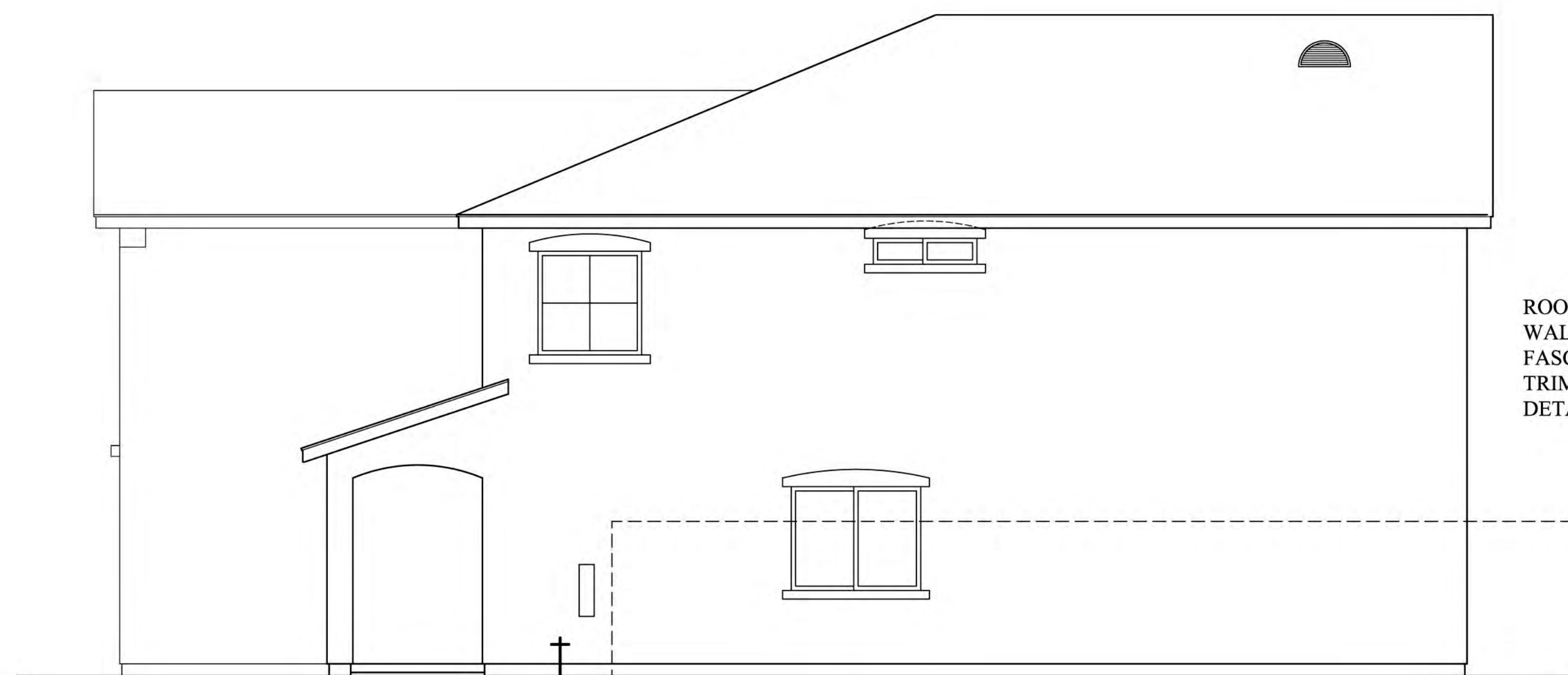
PLAN 3A
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved

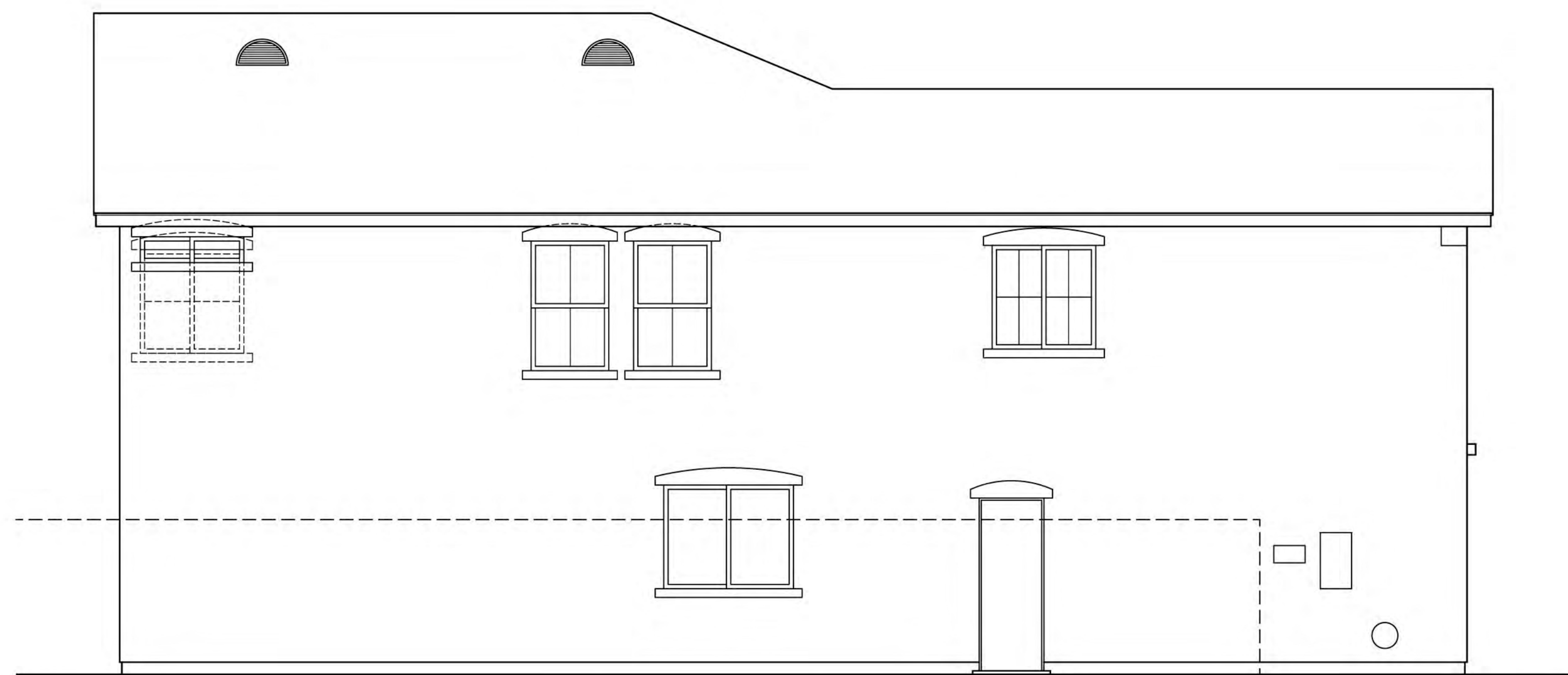


RIGHT ELEVATION

"SPANISH"
ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
"CLAY" PIPE ACCENT
STUCCO OVER FOAM CORBELS
(AS OCCURS)



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

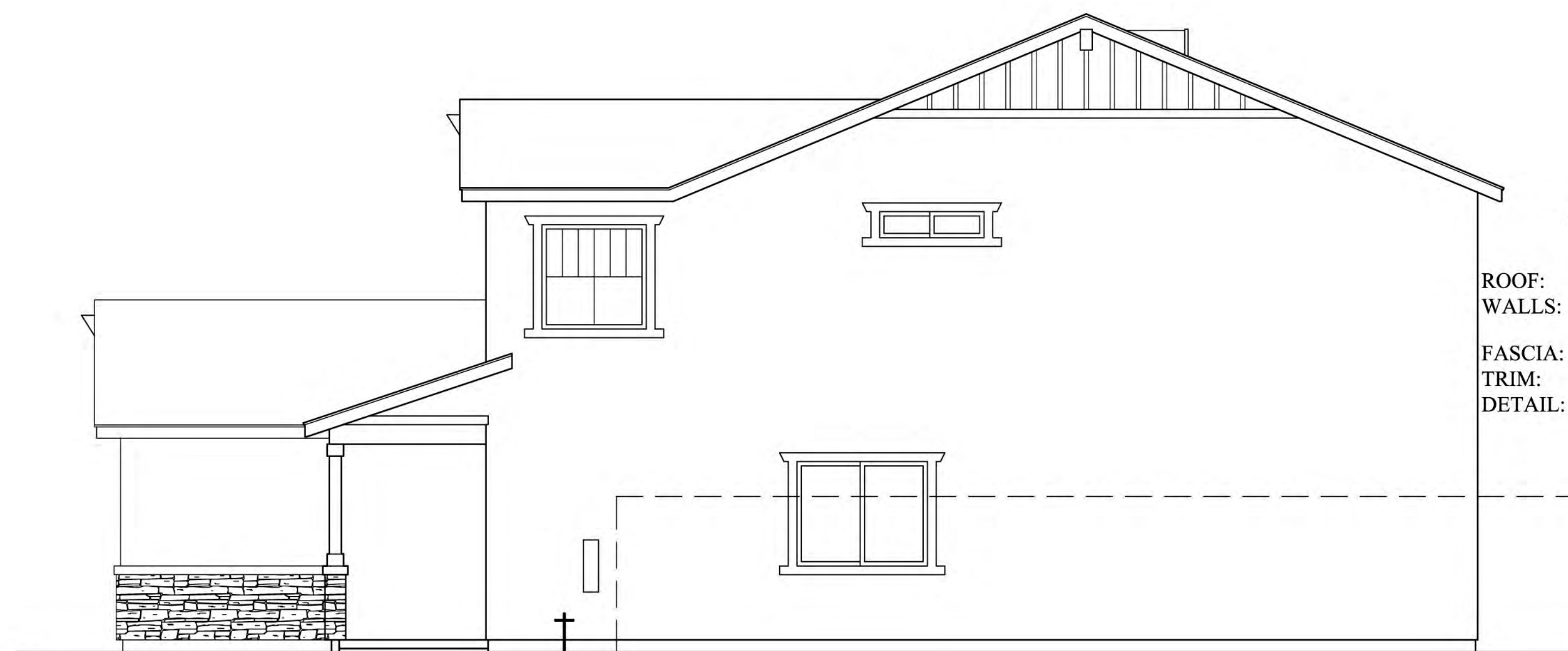
PLAN 3XA
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 09, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved



RIGHT ELEVATION

"CRAFTSMAN"

ROOF: FLAT "SHAKE" CONC. TILE
WALLS: STUCCO
CEMENTITIOUS BOARD & BATTEN
FASCIA: WOOD W/ GUTTERS
TRIM: STUCCO OVER FOAM
DETAIL: PLANK TYPE SHUTTERS
WOOD OUTLOOKERS
STONE VENEER
WOOD POSTS W/ STONE BASE
(AS OCCURS)



REAR ELEVATION



LEFT ELEVATION



PARTIAL FRONT ELEVATION
AT OPT. COURTYARD WALL



FRONT ELEVATION

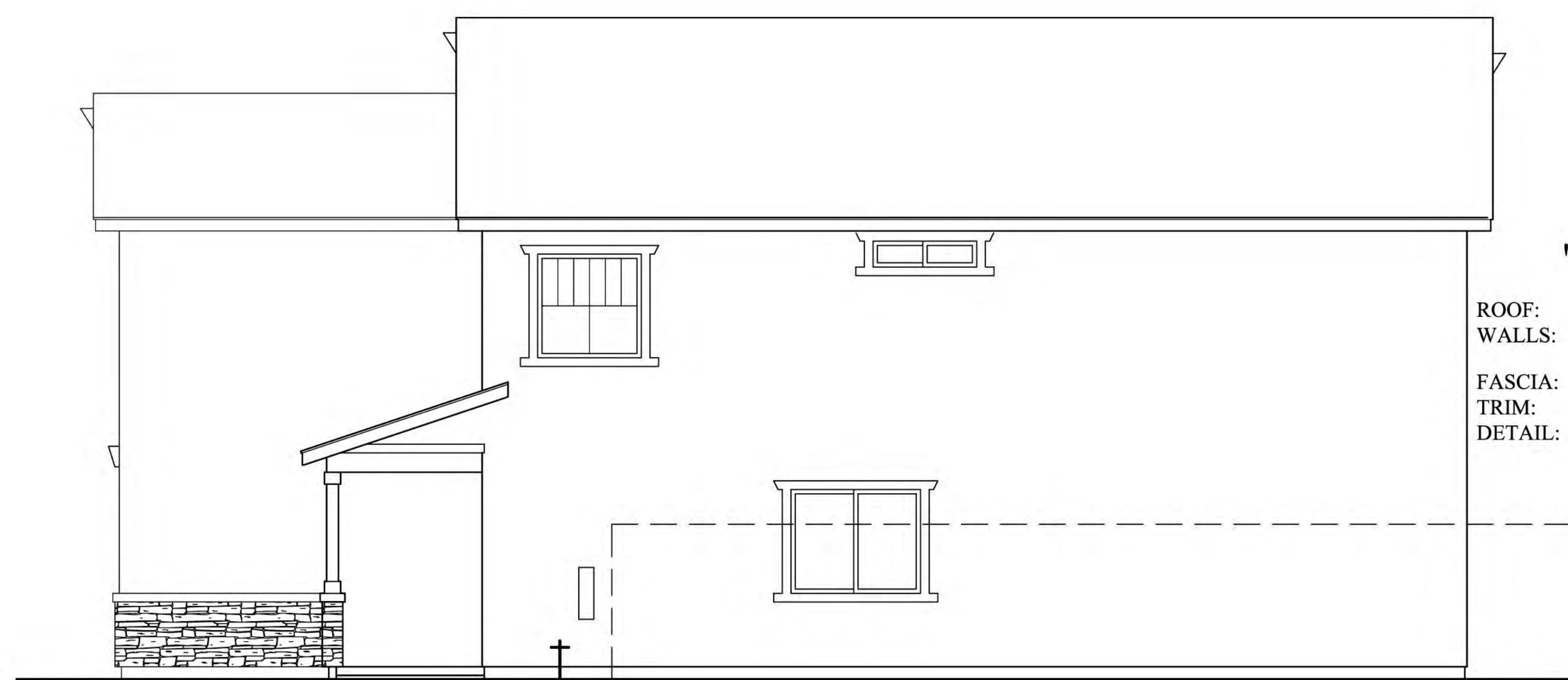
PLAN 3B
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 09, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

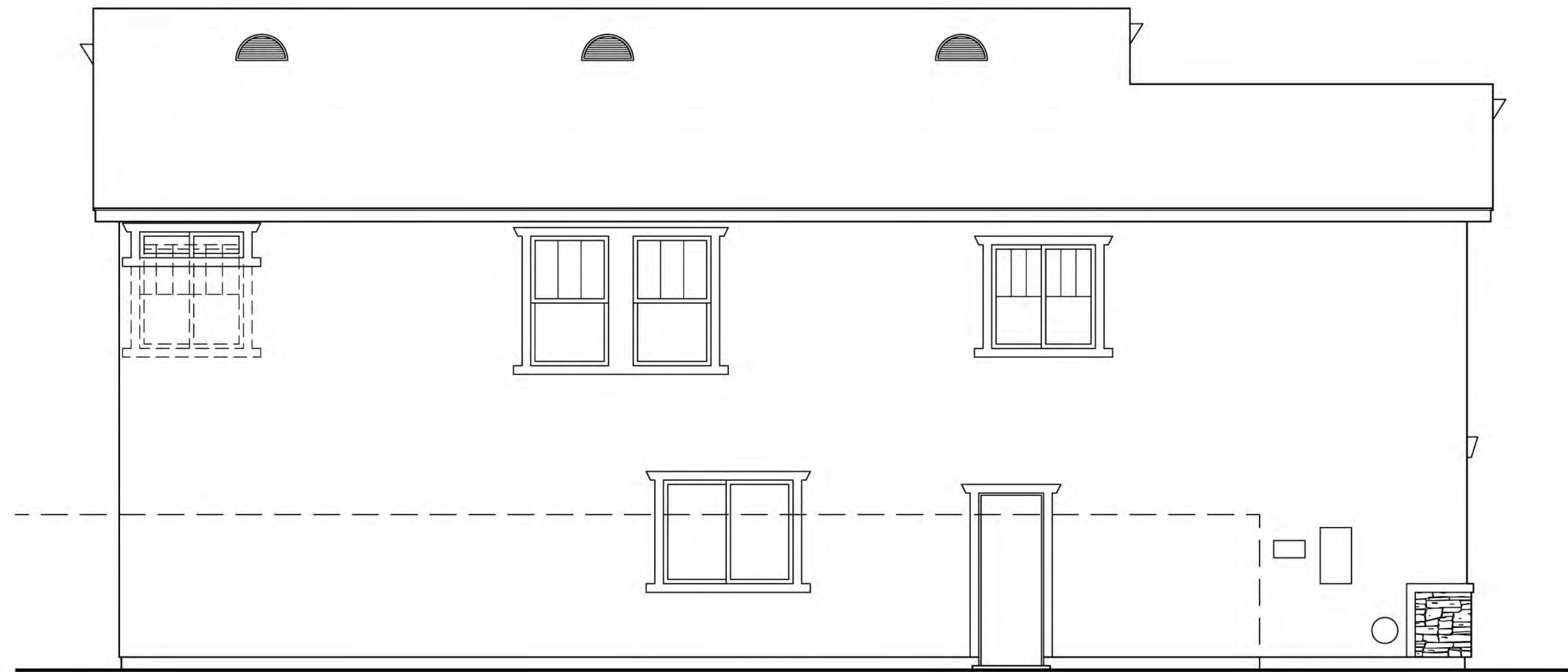
© Copyright: All Rights Reserved



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

"CRAFTSMAN"

- ROOF: FLAT "SHAKE" CONC. TILE
- WALLS: STUCCO
- FASCIA: CEMENTITIOUS BOARD & BATTEN
- TRIM: WOOD W/ GUTTERS
- DETAIL: STUCCO OVER FOAM
- PLANK TYPE SHUTTERS
- WOOD OUTLOOKERS
- STONE VENEER
- WOOD POSTS W/ STONE BASE (AS OCCURS)

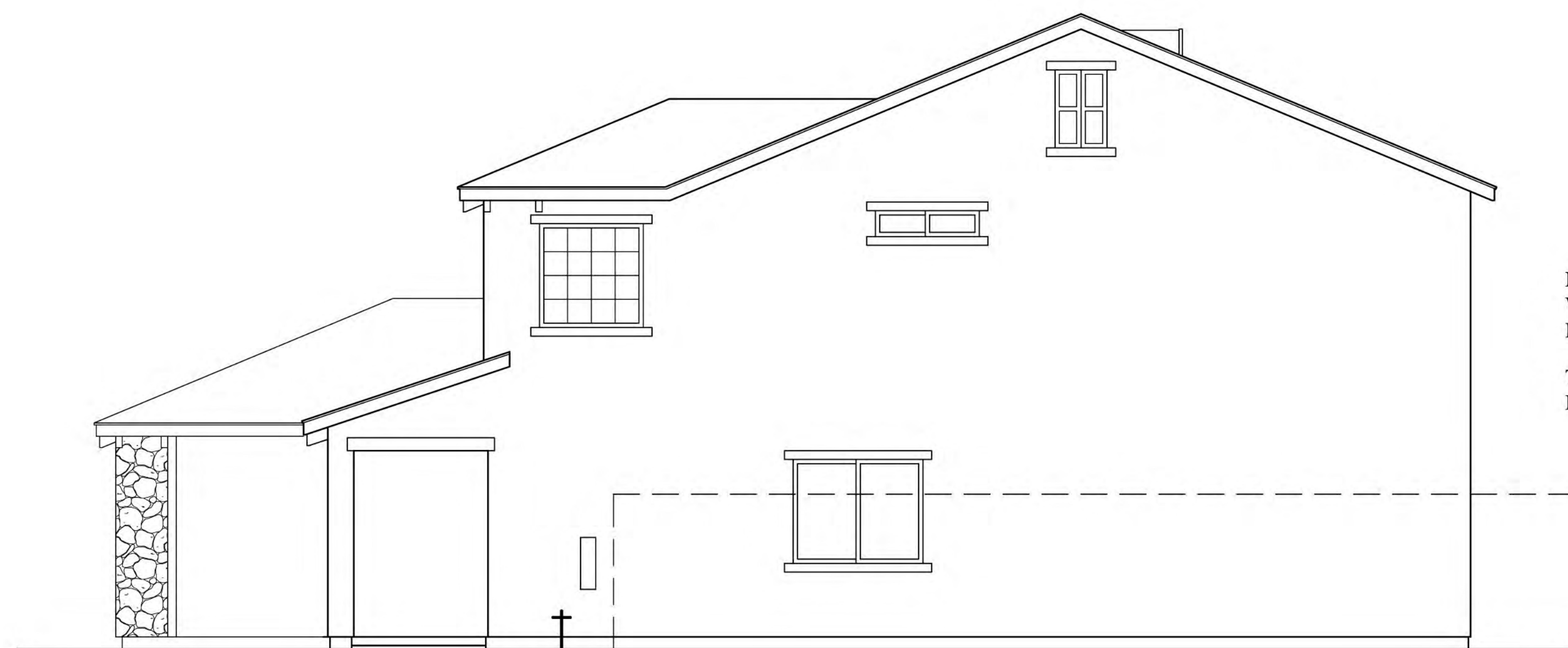
PLAN 3XB
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 09, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved



RIGHT ELEVATION

"TUSCAN"

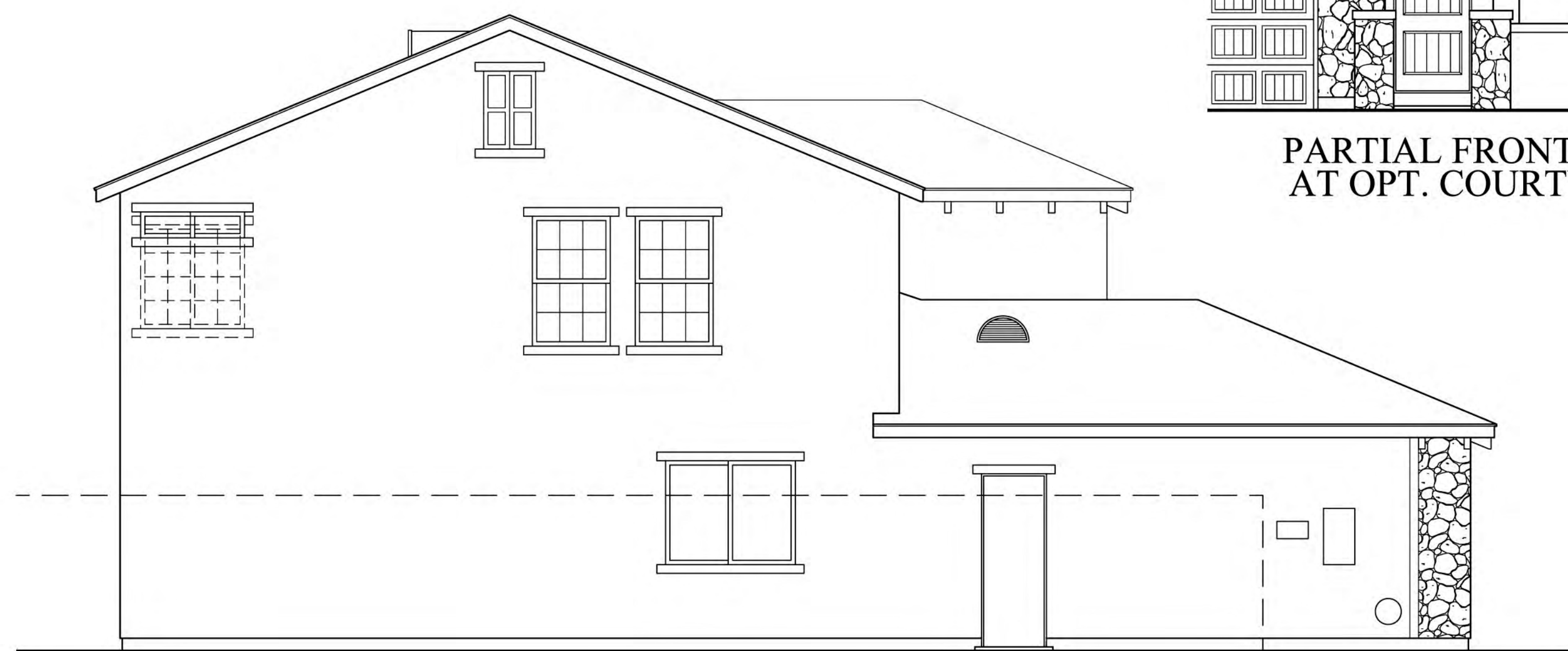
ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
RAFTER TAILS (AS OCCURS)
TRIM: STUCCO OVER FOAM
DETAIL: PANEL TYPE SHUTTERS
STONE VENEER



REAR ELEVATION



PARTIAL FRONT ELEVATION
AT OPT. COURTYARD WALL



LEFT ELEVATION



FRONT ELEVATION

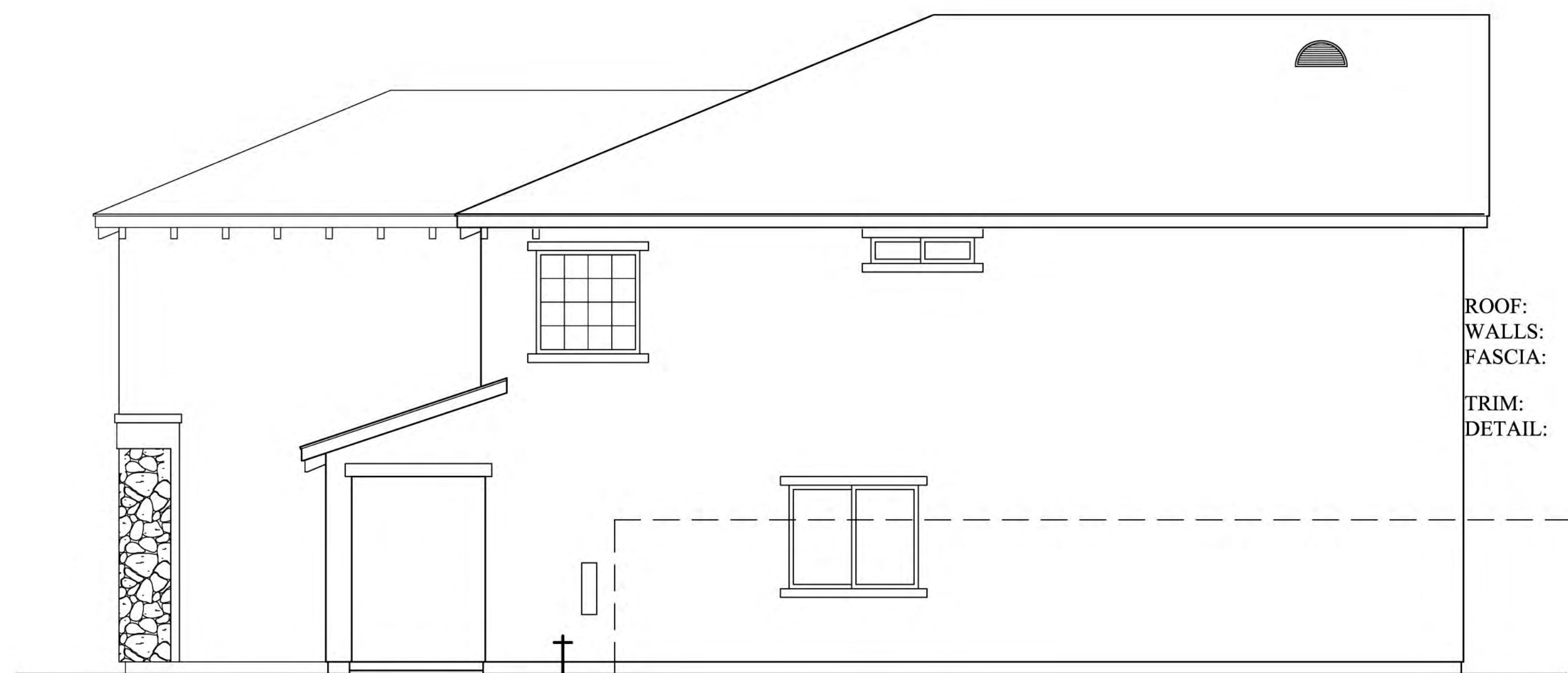
PLAN 3C
BELLA BRISAS
Rancho Cordova, CA

Woodside Homes
BETTER BY DESIGN

Job #: 12030
Date: Oct 04, 2012
Scale: 1/8" = 1'-0"

KEVIN L. CROOK
ARCHITECT
INC.

© Copyright: All Rights Reserved
krcarch.com



RIGHT ELEVATION

"TUSCAN"

ROOF: LOW PROFILE 'S' CONC. TILE
WALLS: STUCCO
FASCIA: WOOD W/ GUTTERS
RAFTER TAILS (AS OCCURS)
TRIM: STUCCO OVER FOAM
DETAIL: PANEL TYPE SHUTTERS
STONE VENEER



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

SCHEME #1

STUCCO
MALIBU BEIGE
216

ROOF
CASA GRANDE BLEND
1VICS6169

FASCIA / TRIM RAW EARTH KM4192-5	GARAGE DOOR MOCHA KM4190-3	ACCENT STEIGLITZ HL4227-5	PIPE ACCENT SALTILLO 212
--	----------------------------------	---------------------------------	--------------------------------

SCHEME #2

STUCCO
OYSTER
26

ROOF
CASA GRANDE BLEND
1VICS6169

FASCIA / TRIM PRIAR'S CLOAK KM4184-5	GARAGE DOOR LESCAMELA VILLAGE KM4182-3	ACCENT RUSKIN RED HL4228-5	PIPE ACCENT SALTILLO 212
--	--	----------------------------------	--------------------------------

SCHEME #3

STUCCO
SNIP OF TANNIN
41

ROOF
CASA GRANDE BLEND
1VICS6169

FASCIA / TRIM CREME DE CARAMEL KM3943-3	GARAGE DOOR TROPICAL TAN KM3942-2	ACCENT ELLIS MIST HL4229-3	PIPE ACCENT SALTILLO 212
---	---	----------------------------------	--------------------------------

CRAFTSMAN

SCHEME #4

STUCCO
GLEN ABBEY
KM3957-2



ROOF
CHARCOAL BROWN BLEND
1FBCF1132



FASCIA / TRIM
GREYSWOOD
KM3958-3

GARAGE DOOR
APPOLLODOROUS
KM3956-1

BOARD & BATTEN
APPOLLODOROUS
KM3956-1

ACCENT
RED RAISIN
AC224-5



SCHEME #5

STUCCO
WOOD MOSS
197



ROOF
CHARCOAL BROWN BLEND
1FBCF1132



FASCIA / TRIM
ROCKVALE
KM3950-3

GARAGE DOOR
MEADOW BROOK
KM3948-2

BOARD & BATTEN
MEADOW BROOK
KM3948-2

ACCENT
OXFORD BROWN
417



SCHEME #6

STUCCO
VILLITA
KM196



ROOF
CALIFORNIA MISION BLEND
1VICS6464



FASCIA / TRIM
CARLTON CLAY
KM3951-3

GARAGE DOOR
CEDAR SHINGLE
KM3949-2

BOARD & BATTEN
CEDAR SHINGLE
KM3949-2

ACCENT
RUSKIN BRONZE
HL4221-5

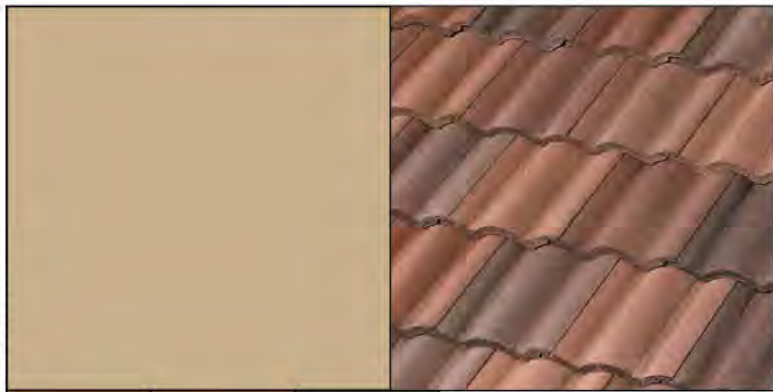


TUSCAN

EXHIBIT A
 PAINT: KELLY MOORE
 STONE: CORONADO
 ROOF: BORAL

SCHEME #7

STUCCO
VICTORIAN GOLD
KM4005-2



ROOF
CALIFORNIA MISION BLEND
1VICS6464



FASCIA / TRIM
ROYAL CROWN
KM4008-5

GARAGE DOOR
MEXICAN HILLS
KM4007-3

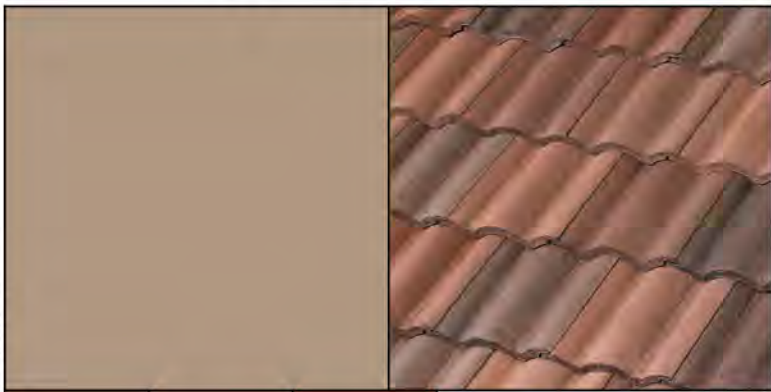
ACCENT
NOTTINGHAM FOREST
KM4278-5



STONE
EURO FIELDSTONE
RAMONA

SCHEME #8

STUCCO
CUSHY SUEDE
KM4022-2



ROOF
CALIFORNIA MISION BLEND
1VICS6464



FASCIA / TRIM
LATTE PLEASE
KM4024-5

GARAGE DOOR
DIG IT
KM4023-3

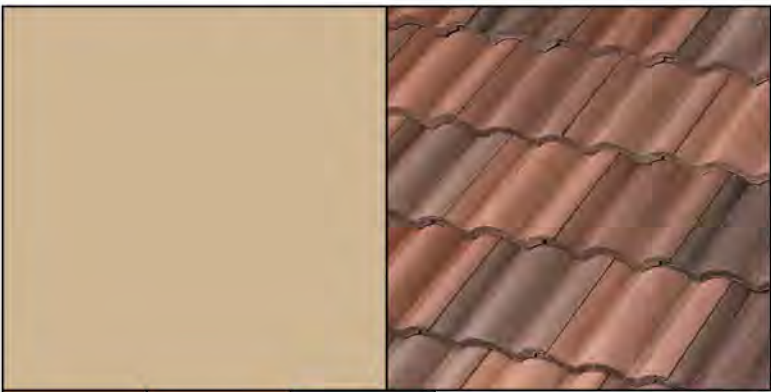
ACCENT
RED HOT JAZZ
KM4268-5



STONE
EURO FIELDSTONE
CHABLIS

SCHEME #9

STUCCO
SPANISH SAND
231



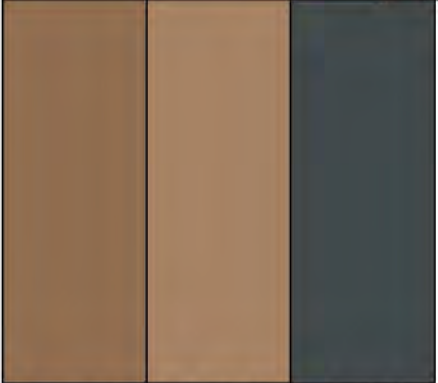
ROOF
CALIFORNIA MISION BLEND
1VICS6464



FASCIA / TRIM
CARMEL CANDY
KM4016-5

GARAGE DOOR
CARAMEL MOUNTAIN
KM4015-3

ACCENT
ZAIRE
AC240-5



STONE
EURO FIELDSTONE
COPPER CANYON

SUNRIDGE PRODUCTION TYPICAL PLANT LIST BY WOODSIDE HOMES			
Scientific N.	Common N.	Size	Water Use
A. FOUNDATION SHRUBS (2' - 3')			
Nerium oleander 'Petite Red'	Dwarf Oleander	5gal	High
Buxus japonica	Japanese Boxwood	5gal	High
Nandina domestica 'Compacta'	Compact Heavenly Bamboo	5gal	Medium
Pittosporum tobira 'Turners Dwarf'	Dwarf Mock Orange	5gal	Medium
Raphiolepis indica 'Little Pinkie'	Indian Hawthorne	5gal	Low
Mahonia aquaifolium 'compacta'	Compact Oregon Grape	5gal	Medium
Coleonema pulchrum	Pink Breath of Heaven	5gal	Medium
Gardenia augusta 'Veitchii'	Gardenia	5gal	High
Ceanothus griseus 'Carmel Creeper'	California Lilac	5gal	Low
B. ACCENT SHRUBS (2' - 3')			
Euryops pectinatus 'Green Gold'	Green Leaf Euryops	1gal	Medium
Phormium tanax 'Jack Sprat'	Flax	1gal	Medium
Rosmarinus officinalis 'Lockwood de Forest'	Rosemary	1gal	Low
Morrea bicolor	Butterfly Iris	1gal	Low
Rosa 'Flower Carpet'	Carpet Rose	1gal	High
Agapanthus africanus	Agapanthus	1gal	Medium
C. ACCENT SHRUBS/PERENNIALS (1' - 2')			
Hemerocallis spp.	Daylily	1gal	Medium
Heuchera sanguinea	Coral Bells	1gal	Medium
Agapanthus africanus 'Peter Pan'	Agapanthus	1gal	Medium
Lavendula angustifolia 'Munstead'	English Lavender	1gal	Medium
Limonium perezii	Sea Lavender	1gal	High
Liriope muscari	Lily Turf	1gal	High
D. HEDGE			
Elaeagnus pungens	Silverberry	1gal	High
Escallonia fradesii	Escallonia	1gal	Medium
Ceanothus impressus 'Joyce coulteri'	Wild Lilac	1gal	Low
Xylosma congestum 'Compacta'	Compact Xylosma	1gal	Medium
Pittosporum tobira 'Variegata'	Pittosporum	1gal	Medium
E. GROUND COVER			
Arctostaphylos uva-ursi	Manzanita 36" O.C.	1gal	Low
Vinca minor	Vinca 36" O.C.	1gal	Medium
F. STREET TREES			
Quercus wislizenii	Interior Live Oak	15gal	Low
Quercus lobata	Valley Oak	15gal	Low
Zelkova serrata	Sawleaf Zelkova	15gal	High
Pistachia chinensis	Chinese Pistache	15gal	Medium
G. SUBORDINATE TREES			
Celtis occidentalis (Multi)	Common Hackberry	5gal	Low
Lagerstromia indica 'Durant Red' (Multi)	Crape Myrtle	5gal	Medium
Malus purpurea 'Red Jade'	Flowering Crabapple	5gal	High
Prunus cerasifera 'Kratzer Vesuvius'	Purple Flowering Plum	15gal	Medium
Pyrus calleryana 'Redspire'	Flowering Pear	15gal	Medium
H. EVERGREEN TREES			
Pinus eldarica	Mondell Pine	15gal	Low
Sequoia sempervirens 'Sequel'	Coast Redwood	15gal	High
I. LAWN			
Sod rescue lawn	95% Dwarf Fescue, 5% bluegrass mix.		

- NOTES:
- * Mowcurbing - Use 1x4 epic board of extruded concrete curbing.
 - * Trees 5' or less from concrete walks of drives use root guards to prevent cracking of pavement.
 - * Side yards on corner lots are to be on a separate valve and watered on a designated bubbler system.
 - * 6" round grate and basin. Use 6" black atrium grate behind side yard fence, 6" green flat grate in lawn.
 - * 3" A.D.S. drain lines in all side yard swales. Locate drain grates 24" behind back of curb.
 - * Plant trees 6' from back of curb, 4' minimum from driveways, 5' from fire hydrants, and 3' min from underground utilities. Trees within 5' of concrete to have root barriers installed.

- NOTES:
1. Front yards to receive 20-1gal shrubs, 8-5gal shrubs 1-15gal shade tree, and 1 -15gal subordinate tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.
 2. Corner lots are to receive an additional 3-15gal Evergreen trees, shrubs spaced at 5' on center along fence, ground cover at 36" o.c., and an additional 6-1gal Accent shrubs.
 3. Mowcurb to be 1"x4" epic board.
 4. Bark to be cedar or redwood, max. size 3/4". Shredded material is not acceptable.
 5. Front yard and side yard down spouts are to be connected to drainage system. Drain lines to be 3" solid pipe. Locate (3) 6" basins in each swale (1) @ 2' back of walk (1) @ 2' back of front fence, and (1) @ back of house. Use speedi-grates in all enclosed and interior planters.
 6. 2' diameter area around trees to be free from competitive vegetation, such as sod. This area is to be filled with mulch.
 7. Trees located within 5' of curbs, walks, and driveways to be installed with UB-24 root barriers's.



BELLA BRISAS PLANTING PLAN & CONCRETE LAYOUT. STANDARD LOTS



WOODSIDE HOMES
BELLA BRISAS
TYPICAL FRONTYARD LANDSCAPE
CITY OF RANCHO CORDOVA

LIC.# 2557
CROUCH LANDSCAPE GROUP
127 LINDA DRIVE
ROSEVILLE, CA 95678

SCALE: 1"= 10'-0"

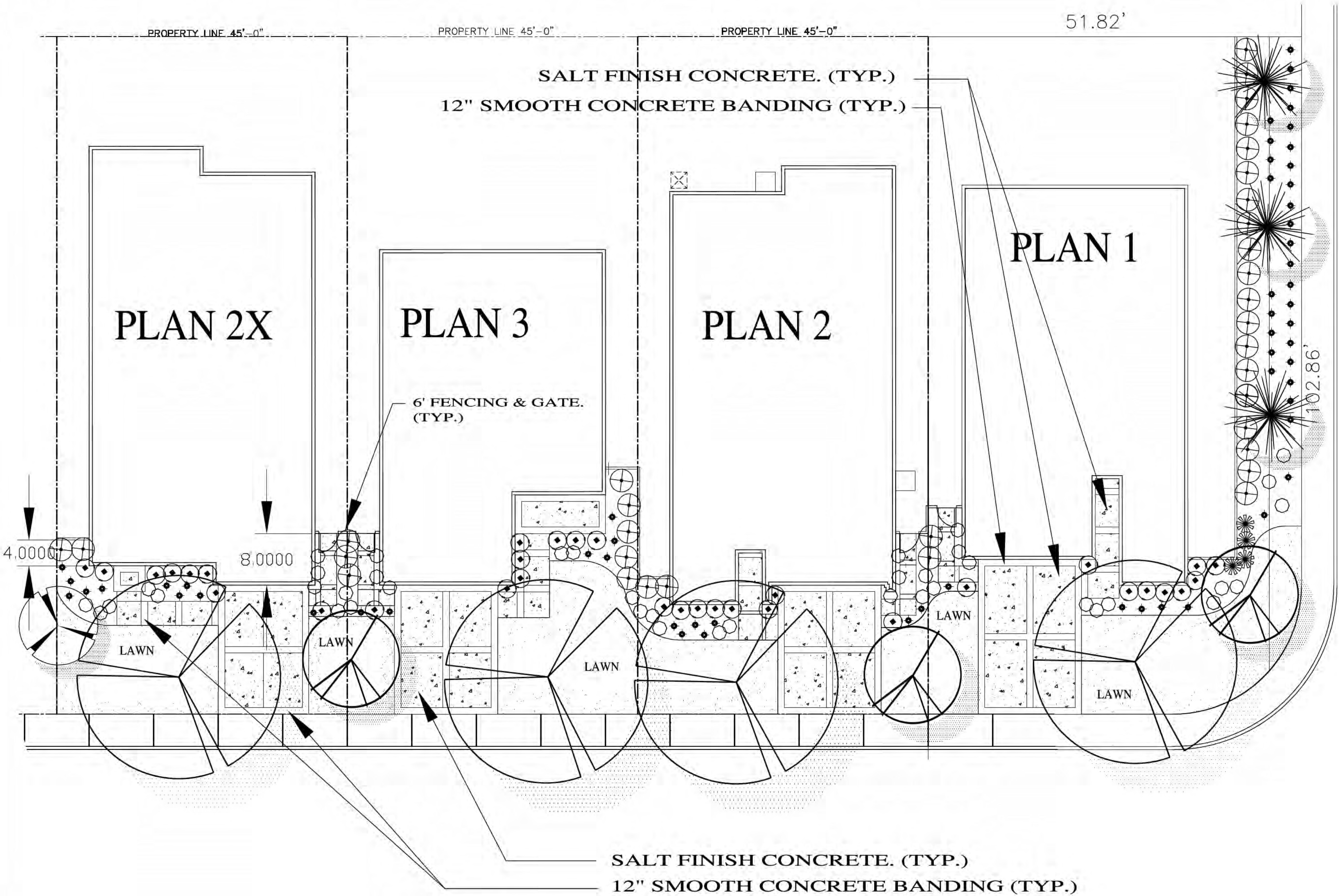
DRAWING NO.

1-1

SUNRIDGE PRODUCTION TYPICAL PLANT LIST BY WOODSIDE HOMES			
Scientific N.	Common N.	Size	Water Use
A. FOUNDATION SHRUBS (2' - 3')			
Nerium oleander 'Petite Red'	Dwarf Oleander	5gal	High
Buxus japonica	Japanese Boxwood	5gal	High
Nandina domestica 'Compacta'	Compact Heavenly Bamboo	5gal	Medium
Pittosporum tobira 'Turners Dwarf'	Dwarf Mock Orange	5gal	Medium
Raphiolepis indica 'Little Pinkie'	Indian Hawthorne	5gal	Low
Mahonia aquifolium 'compacta'	Compact Oregon Grape	5gal	Medium
Coleonema pulchrum	Pink Breath of Heaven	5gal	Medium
Gardenia augusta 'Veitchii'	Gardenia	5gal	High
Ceanothus griseus 'Carmel Creeper'	California Lilac	5gal	Low
B. ACCENT SHRUBS (2' - 3')			
Euryops pectinatus 'Green Gold'	Green Leaf Euryops	1gal	Medium
Phormium tenax 'Jack Sprat'	Flax	1gal	Medium
Rosmarinus officinalis 'Lockwood de Forest'	Rosemary	1gal	Low
Morrea bicolor	Butterfly Iris	1gal	Low
Rosa 'Flower Carpet'	Carpet Rose	1gal	High
Agapanthus africanus	Agapanthus	1gal	Medium
C. ACCENT SHRUBS/PERENNIALS (1' - 2')			
Hemerocallis spp.	Daylily	1gal	Medium
Heuchera sanguinea	Coral Bells	1gal	Medium
Agapanthus africanus 'Peter Pan'	Agapanthus	1gal	Medium
Lavendula angustifolia 'Munstead'	English Lavender	1gal	Medium
Limnium perezii	Sea Lavender	1gal	High
Liriope muscari	Lily Turf	1gal	High
D. HEDGE			
Elaeagnus pungens	Silverberry	1gal	High
Escallonia fradesii	Escallonia	1gal	Medium
Ceanothus impressus 'Joyce coulteri'	Wild Lilac	1gal	Low
Xylosma congestum 'Compacta'	Compact Xylosma	1gal	Medium
Pittosporum tobira 'Variegata'	Pittosporum	1gal	Medium
E. GROUND COVER			
Arctostaphylos uva-ursi	Manzanita 36" O.C.	1gal	Low
Vinca minor	Vinca 36" O.C.	1gal	Medium
F. STREET TREES			
Quercus wislizenii	Interior Live Oak	15gal	Low
Quercus lobata	Valley Oak	15gal	Low
Zelkova serrata	Sawleaf Zelkova	15gal	High
Pistacia chinensis	Chinese Pistache	15gal	Medium
G. SUBORDINATE TREES			
Celtis occidentalis (Multi)	Common Hackberry	5gal	Low
Lagerstromia indica 'Durant Red' (Multi)	Crape Myrtle	5gal	Medium
Malus purpurea 'Red Jade'	Flowering Crabapple	5gal	High
Prunus cerasifera 'Kratzer Vesuvius'	Purple Flowering Plum	15gal	Medium
Pyrus calleryana 'Redspire'	Flowering Pear	15gal	Medium
H. EVERGREEN TREES			
Pinus eldarica	Mondell Pine	15gal	Low
Sequoia sempervirens 'Sequel'	Coast Redwood	15gal	High
I. LAWN			
Sod fescue lawn	95% Dwarf Fescue, 5% bluegrass mix.		

NOTES:
* Mowcurbing - Use 1x4 epic board of extruded concrete curbing.
* Trees 5' or less from concrete walks or drives use root guards to prevent cracking of pavement.
* Side yards on corner lots are to be on a separate valve and watered on a designated bubbler system.
* 6" round grate and basin. Use 6" black atrium grate behind side yard fence, 6" green flat grate in lawn.
* 3" A.D.S. drain lines in all side yard swales. Locate drain grates 24" behind back of curb.
* Plant trees 6' from back of curb, 4' minimum from driveways, 5' from fire hydrants, and 3' min from underground utilities. Trees within 5' of concrete to have root barriers installed.

- NOTES:
1. Front yards to receive 20-1gal shrubs, 8-5gal shrubs 1-15gal shade tree, and 1 -15gal subordinate tree. Trees are to be planted a minimum of 5' from back of sidewalk or curb.
 2. Corner lots are to receive an additional 3-15gal Evergreen trees, shrubs spaced at 5' on center along fence, ground cover at 36" o.c., and an additional 6-1gal Accent shrubs.
 3. Mowcure to be 1"x4" epic board.
 4. Bark to be cedar or redwood, max. size 3/4". Shredded material is not acceptable.
 5. Front yard and side yard down spouts are to be connected to drainage system. Drain lines to be 3" solid pipe. Locate (3) 6" basins in each swale (1) @ 2' back of walk (1) @ 2' back of front fence, and (1) @ back of house. Use speedi-grates in all enclosed and interior planters.
 6. 2' diameter area around trees to be free from competitive vegetation, such as sod. This area is to be filled with mulch.
 7. Trees located within 5' of curbs, walks, and driveways to be installed with UB-24 root barrier's.



BELLA BRISAS PLANTING PLAN & CONCRETE LAYOUT. STANDARD LOTS



WOODSIDE HOMES
BELLA BRISAS
TYPICAL FRONTYARD LANDSCAPE
CITY OF RANCHO CORDOVA

LIC.# 2557
CROUCH LANDSCAPE GROUP
127 LINDA DRIVE
RUSEVILLE, CA 95678

SCALE: 1"= 10'-0"
DRAWING NO.

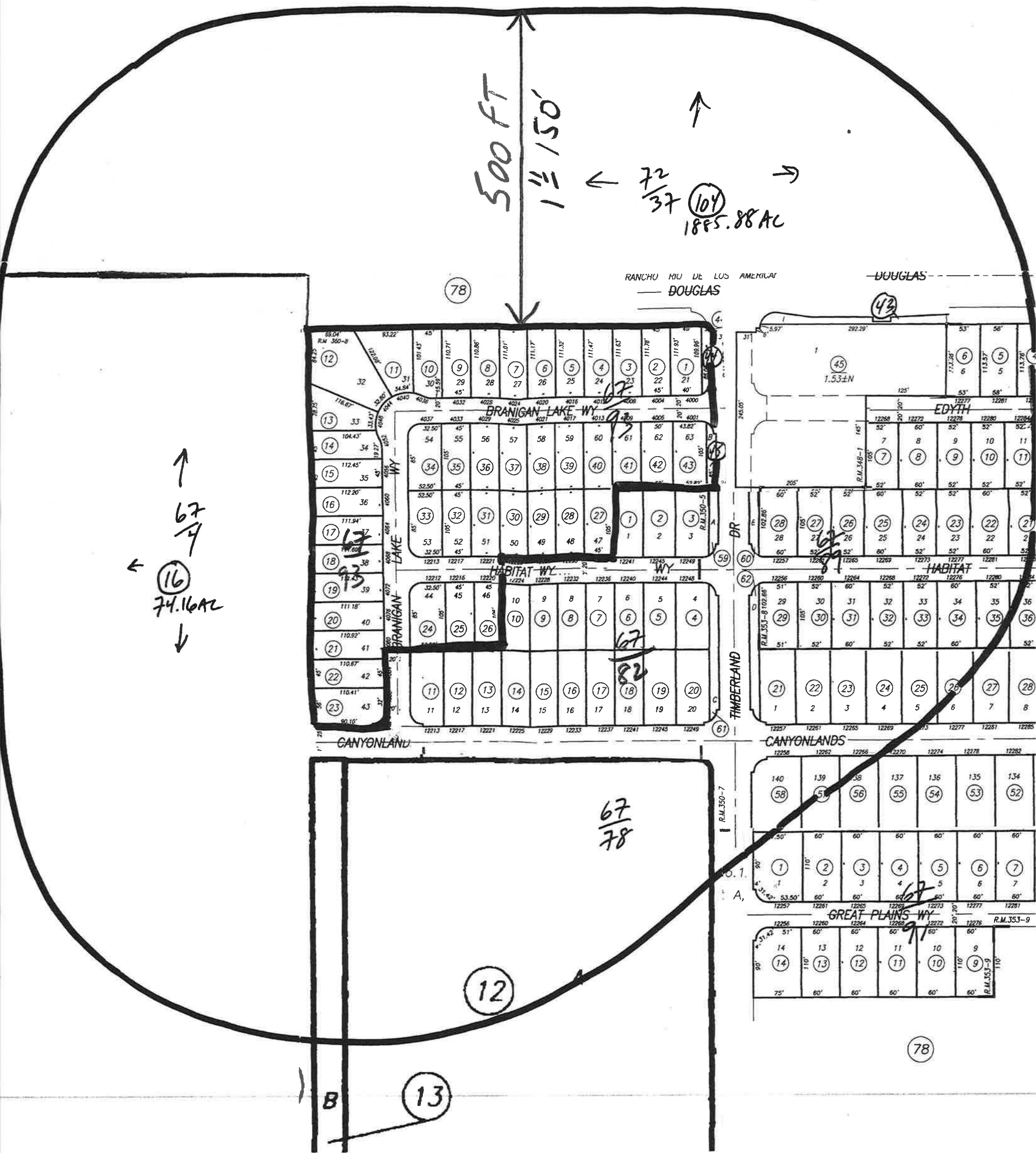
L-1

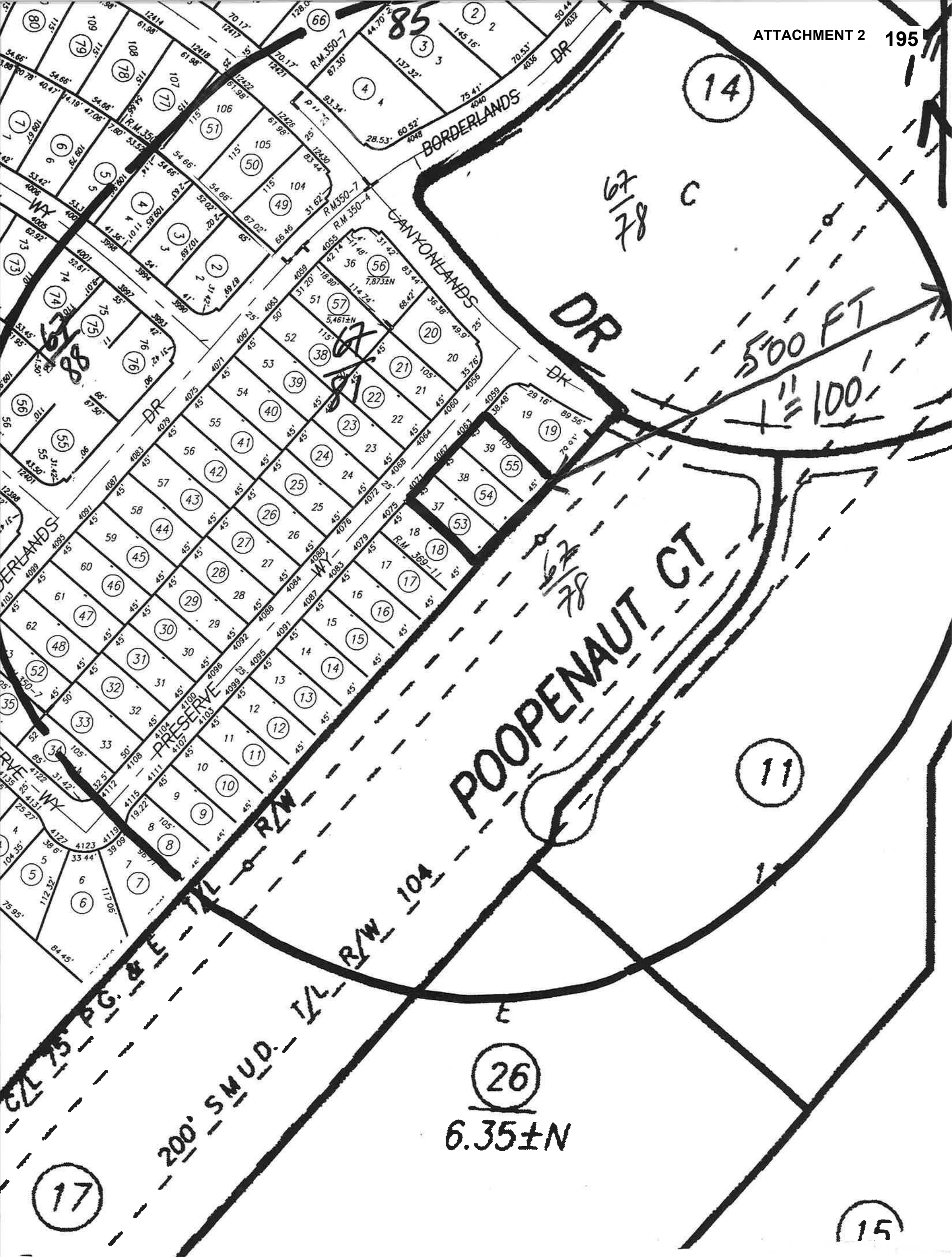
CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Exhibit A) for the three new floor plans, three architectural styles, color and materials sample and preliminary landscape plans to be built in Sunridge Park, Villages 1B and 11B. Minor modifications may be approved by the Planning Director at his discretion, and those changes shall be reported by to the City Council.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	
	Prior to Issuance of Building Permits			
4.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director or his designee.	Prior to Building Permit	Planning	
5.	Submit final site landscaping and fence plans for review and approval by the Planning Director or his designee.	Prior to Building Permit	Planning	

CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	Each phase of the development will be pre-plotted and approved before the issuance of the permit for that phase. The criteria used for the approval of these phases will be as follows: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No more than two of the same floor plans may be placed next to each other, unless they have different elevations. • No two story plan may be placed on a corner lot.	Prior to Building Permit	Planning	
	Prior to Final Inspection			
7.	The final building and front and street side yard landscaping shall be inspected for consistency with approved Design Review plans. Inspection request will be required of the Planning Department, prior to final inspection by the Building Department.	Prior to Final Occupancy	Planning	





067-0930-001-045
PLEASANT VALLEY INVS LC
39 E EAGELRIDGE DR #102
NORTH SALT LAK UT 84054

067-0040-016-0000
CRESLEIGH HOMES CORPORATION
433 CALIFORNIA ST #7TH
SAN FRANCISCO CA 94104

067-0780-012-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0780-013-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0820-001-0000
RICHARD L ASHMUN
12241 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-002-0000
KIMBERLY DOUMA
12245 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-003-0000
DONALYN J & LEONARDO C GARCIA
12249 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-004-0000
STEVEN SHOTZ
12248 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-005-0000
BRANDON & TANDRA BOLLINGER
12244 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-006-0000
THERESA MARIE GRAY
12240 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-007-0000
BELINDA & JOSEPH ROWAN
12236 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-008-0000
KARI & SCOTT JENKINS
12232 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-009-0000
TIMOTHY M & ALLISON P GUERRERO
12228 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0820-010-0000
BELLA BRISAS INCORPORATED
WOODSIDE
111 WOODMERE RD #190
FOLSOM CA 95630

067-0820-011-0000
ALMA L CHAVEZ
12213 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-012-0000
CARMELITA GOLDSBY
12217 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-013-0000
OLEG & INNA SHAMBRA
12221 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-014-0000
YONG CHA
12225 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-015-0000
SAMUEL & TANDRA GUESS
12229 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-016-0000
DESTINY L BROWN
12233 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-017-0000
DAVID INOUE
12237 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-018-0000
DWIGHT E DAVID
12241 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-019-0000
JOHN O & NORMITA R ORTIZ
12245 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-020-0000
OLIVER WOLCOTT
12249 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-021-0000
EAN M & MELAYNE C DEVINE
12257 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-022-0000
MY P NGO
12261 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-023-0000
DAVID & SUSAN LUBOLD
12265 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-024-0000
PAUL & SANDY MATOS
12269 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-025-0000
LISA F SANA MONA
12273 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-026-0000
MARIA & ROBERT PUMARES
12277 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-027-0000
ANNABELLE B & VINCENT F COSS
12281 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-055-0000
ZENAIDA M CALPO
12270 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-056-0000
KRISTOPHER E & KELLEY H WELLS
12266 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-057-0000
ALLAN LACASSE
12262 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-058-0000
GABRIEL K FLORES
12258 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0820-059-0000
BELLA BRISAS INCORPORATED
WOODSIDE
111 WOODMERE RD #190
FOLSOM CA 95630

067-0820-060-0000
SUNRIDGE PARK LIMITED
PARTNERSHIP
10535 E STOCKTON BLVD
ELK GROVE CA 95624

067-0820-061-0000
BELLA BRISAS INCORPORATED
WOODSIDE
111 WOODMERE RD #190
FOLSOM CA 95630

067-0820-062-0000
SUNRIDGE PARK LIMITED
PARTNERSHIP
10535 E STOCKTON BLVD
ELK GROVE CA 95624

067-0890-004-0000
BEAZER HOMES HOLDINGS
CORPORATION
1731 E RSVLL PKWY #100
ROSEVILLE CA 95661

067-0890-004-0000
OCCUPANT
12285 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-005-0000
BEAZER HOMES HOLDINGS
CORPORATION
1731 E RSVLL PKWY #100
ROSEVILLE CA 95661

067-0890-005-0000
OCCUPANT
12281 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-006-0000
BEAZER HOMES HOLDINGS
CORPORATION
1731 E RSVLL PKWY #100
ROSEVILLE CA 95661

067-0890-006-0000
OCCUPANT
12277 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-007-0000
SHAWN H BARSTOW
12268 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-008-0000
GOWAN JOSLIN
12272 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-009-0000
MELVYN WRIGHT
12276 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-010-0000
ALEXIS ABIGAIL BLAYLOCK
12280 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-011-0000
THOMAS & LAURA A ZAMORA
12284 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-012-0000
EARL B & LISA R ODOM
12288 EDYTH LAKE WAY
RANCHO CORDOVA CA 95742

067-0890-020-0000
STEVEN W & VIOLA L DECOU
6250 BARTON RD
LOOMIS CA 95650

067-0890-020-0000
OCCUPANT
12289 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-021-0000
MELINDA ANN
6619 CAROLINA ST
LACEY WA 98513

067-0890-021-0000
OCCUPANT
12285 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-022-0000
EUGENE S & CHAE S ELLENBURG
12281 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-023-0000
MD MANJURUL HAQUE
12277 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-024-0000
CHANDRA SHAKER
12273 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-025-0000
BO CHEN
12269 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-026-0000
STANLEY & ZHRINNA MCDONALD
12265 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-027-0000
DENNIS D MAPALO REVOCABLE
TRUST
12261 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-028-0000
SADIK & HAIFA KHIRBASH
12257 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-029-0000
BONNIE MCGREW
12256 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-030-0000
JOHN W & MARGARET E FENNER
12260 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-031-0000
JOSHUA R & PAMELA L RODRIGUEZ
12264 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-032-0000
RYAN CLARY
12268 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-033-0000
KINGSLEY N & CAROLINE F CHIGBU
12272 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-034-0000
JULIE MARFINO CLARKE
12276 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-035-0000
HUA YU
3057 MCKINLEY DR
SANTA CLARA CA 95051

067-0890-036-0000
SUSAN GOOD
12284 HABITAT WAY
RANCHO CORDOVA CA 95742

067-0890-043-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0890-045-0000
ASTIKOS PARTNERS LLC
10 FULLERTON CT #200
SACRAMENTO CA 95825

067-0910-001-0000
PHILLIP V DUONG
12257 GREAT PLAINS WAY
RANCHO CORDOVA CA 95742

072-0370-104-0000
AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO CA 95813

072-0370-104-0000
OCCUPANT
12300 WHITEROCK RD
RANCHO CORDOVA CA 95742

067-0810-053-055
WOODSIDE 05N LP
111 WOODMERE RD #250
FOLSOM CA 95630

067-0780-011-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0780-014-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0780-017-0000
SUNRIDGE PARK LLC
7700 COLLEGE TOWN DR #109
SACRAMENTO CA 95826

067-0780-026-0000
SACRAMENTO MUNICIPAL UTILITY
DISTRICT
6201 S ST
SACRAMENTO CA 95817

067-0810-007-0000
ALAN W B LE
4119 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-008-0000
GARY W & RENITA F YOUNG
4115 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-009-0000
CRISTINA D BAUTISTA
4111 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-010-0000
ERIC M COLLINS
4107 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-011-0000
MICHAEL D LEMING
4103 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-012-0000
REY FARANAL
4099 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-013-0000
MARKAB W WILLIAMS
4095 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-014-0000
LINDA S DEVADER LIVING TRUST
4091 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-015-0000
KELLY ANDREWS
4087 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-016-0000
NATHAN GALLAGHER
4083 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-017-0000
KATHRINE M DELUCCHI
4079 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-018-0000
TAMARA CODDINGTON
4075 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-019-0000
MARITZA INIGUEZ
4059 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-020-0000
PEDRO MICKUS
4056 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-021-0000
JENNY & DANIEL SAECHAO
4060 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-022-0000
PAUL WOLTER
4064 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-023-0000
CHRISTOPHER & LAUREN HOLMAN
4068 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-024-0000
ESTEBAN & JOLINA ESPERANZA
4072 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-025-0000
ERNEST J MOORS
4076 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-026-0000
HUNG T NGUYEN
4080 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-027-0000
JANICE L HOLLOWAY
4084 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-028-0000
KEVIN BOGAN
4088 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-029-0000
RYAN HINRICHSSEN
4092 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-030-0000
FEDERAL NATL MTG ASSOCIATION
8100 NATIONS WAY
JACKSONVILLE FL 32256

067-0810-030-0000
OCCUPANT
4096 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-031-0000
MIREYA DELOSSANTOS
4100 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-032-0000
LINH MY LAM
1712 E SN ANTINIO ST #50
SAN JOSE CA 95116

067-0810-032-0000
OCCUPANT
4104 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-033-0000
ADZEKAI R ODAMTTEN
4108 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-034-0000
FARIDA & ATIQUILLAH KHUGYANI
4112 PRESERVE WAY
RANCHO CORDOVA CA 95742

067-0810-035-0000
HARPREET KAUR
4111 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-038-0000
JASMINE ANDERSON
4063 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-039-0000
REDONG & WANGYU YU
1780 SUMMER CLOUD CT
FOLSOM CA 95630

067-0810-039-0000
OCCUPANT
4067 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-040-0000
SUMI HAWK
4071 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-041-0000
CHE FERNANDEZ
4075 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-042-0000
AMANDA SERVISS
4079 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-043-0000
FISHER ELIZABETH J & JOHNNY W
4083 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-044-0000
ALEXANDER DONALDSON
4087 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-045-0000
CESAR REYNAGA
4091 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-046-0000
AMY HAASE
4095 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-047-0000
KENNETH & RENEE JULIAN
4099 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-048-0000
ANTHONY F & FLORA V VENTURADO
4103 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-049-0000
JEANETTE WATSON
12430 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0810-050-0000
SUSAN Y OBNIBENE
12426 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0810-051-0000
ALDIN & MICHELLE TAPADO
12422 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0810-052-0000
BENJAMIN D & MISTY D FISK
4107 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-056-0000
JAGJEET K KHALSA
4055 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0810-057-0000
VIVIAN M HALL
4059 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0850-001-0000
PAUL W FOSKER
4032 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0850-002-0000
WILLIAM L COURTER
5527 DELROSE CT
CARMICHAEL CA 95608

067-0850-002-0000
OCCUPANT
4036 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0850-003-0000
QIUPING SHU
2723 CALISA CT
CARMICHAEL CA 95608

067-0850-003-0000
OCCUPANT
4040 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0850-004-0000
CALVIN STEWART
4048 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0850-016-0000
SCOTT D & NANCY L BOYD
4029 QUARTER DOME CIR
RANCHO CORDOVA CA 95742

067-0850-065-0000
ELLIE FOROUDI
12417 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0850-066-0000
SANPORN STRIKE
420 LAKE ST #206
HUNTINGTON BEA CA 92648

067-0850-066-0000
OCCUPANT
12421 CANYONLANDS DR
RANCHO CORDOVA CA 95742

067-0850-078-0000
HANS P & ROBERTHA HATCHETT
4026 BORDERLANDS DR
RANCHO CORDOVA CA 95742

067-0880-002-0000
DIANA VOONG
5811 71ST ST
SACRAMENTO CA 95824

067-0880-002-0000
OCCUPANT
3990 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-003-0000
MARITES SUSAS
3994 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-004-0000
OLADIPO & AMINAT KUKOYI
3998 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-005-0000
FREDERICK S & LISA M CHAVEZ
4002 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-039-0000
ALEXANDER C & CASSIE R REYES
12389 MUIR TRAIL WAY
RANCHO CORDOVA CA 95742

067-0880-053-0000
DONALD L MORSE
12394 MONTAUK WAY
RANCHO CORDOVA CA 95742

067-0880-054-0000
MARC A & SUSAN M ARICO
12398 MONTAUK WAY
RANCHO CORDOVA CA 95742

067-0880-055-0000
NICHOLAS K FLORES
12401 MONTAUK WAY
RANCHO CORDOVA CA 95742

067-0880-056-0000
KNIGHT GINA WARKENTIN
12397 MONTAUK WAY
RANCHO CORDOVA CA 95742

067-0880-057-0000
RHODORA M GARCIA
12393 MONTAUK WAY
RANCHO CORDOVA CA 95742

067-0880-073-0000
LILIA PEREZ
4005 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-074-0000
JOAN E CRUZ
4001 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-075-0000
DAVID C NAVARRETTE
3997 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-076-0000
ABIGAIL V & LEMUEL JOSEPH S
IRENEO
3993 PINOCHE PEAK WAY
RANCHO CORDOVA CA 95742

067-0880-077-0000
PETERSEN FAMILY TRUST
12418 CANYONLANDS DR
RANCHO CORDOVA CA 95742

MEMORANDUM



DATE: November 19, 2012

TO: Honorable Mayor and Council Members

FROM: Jessica Jordan, Senior Planner

SUBJECT: **ELECTRIC FENCE ZONING CODE AMENDMENT; PROJECT NO. DD7552 – LOCATED CITYWIDE**

PROPERTY OWNER: This Zoning Code Amendment would apply City-wide	APPLICANT: Electric Guard Dog Mr. Michael Pate 121 Executive Center Drive Columbia, SC 29210
PROJECT: Electric Fence Zoning Code Amendment FILE: DD7552 LOCATION: The Zoning Code Amendment applies City-wide APN: Various PLANNER: Jessica Jordan, Senior Planner	

RECOMMENDATION

Waive first reading and introduce Ordinance No. 18-2012.

RESULT OF RECOMMENDED ACTION

Approving this Zoning Code Amendment establishes a by-right or Administrative Use Permit requirement and development standards for the installation of electric fences within certain specified circumstances within the City limits.

ADVANCES GOALS: 1 and 2.

BACKGROUND

The proposed Zoning Code Amendment will provide the regulatory framework to allow for installation of electric fences within the City limits. The proposed Amendment introduces electric fences as a new type of Special Fencing (Section 23.731.080) and includes location, height, spacing, aesthetics, and other standards that would apply to any future proposed electric fence. Full text of the proposed amendments is included in attached ordinance.

In summary, the proposed amendment would allow the installation of electric fences by right on all properties zoned Heavy Industrial (M-2) when said property is entirely surrounded by other M-2 zoned properties. For those M-2 properties not entirely surrounded by other M-2 zoned properties as well as all Light Industrial (M-1) properties, an Administrative Use Permit (AUP) would be required to allow for the installation of an electric fence. The requirement for an AUP would allow for the Planning Director to review the specific proposal to ensure the Code's development standards and aesthetic expectations would be met.

The proposed Code includes height, spacing, aesthetics, electrification, and other standards by which all proposed installations would be required to adhere. Electric fences would be allowed to be 10 feet in height and would always be surrounded by a non-electric perimeter fence of at least 6 feet in height. Fences would be a maximum of 12 inches apart to avoid the creation of a zone of entrapment between fences. Electrification standards must comply with applicable electrical regulations, which would be verified through the building permit process. Signs identifying and warning of the electric fence is also a requirement.

In considering this proposed Zoning Code Amendment, the City Council expressed concern regarding the aesthetic standards that such a fence would be held up to. To address this concern, the proposed Code language requires electric fences to be minimally visually intrusive, using horizontal electrified wires, and minimal vertical support beams. When issuing an AUP when required, the Planning Director will also consider the surrounding land uses and the possible negative impacts an electric fence might have upon a functioning retail business or restaurant. In instances where an electric fence would not be compatible with its surroundings, the Planning Director would deny the AUP request.

As drafted, the Zoning Code amendment has been written to address any possible aesthetics and safety concerns surrounding installation of electric fences within the City limits.

ENVIRONMENTAL ANALYSIS

The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). The Electric Fence Zoning Code Amendment is an activity within the scope of the General Plan Program EIR and no further environmental review is required. 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.

First, the Zoning Code amendments are consistent with the General Plan, are limited in nature, and do not constitute substantial changes to the existing policies and actions in the General Plan. Overall, the proposed amendments would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the General Plan Final EIR that would require major revisions to the General Plan Final EIR (State CEQA Guidelines Section 15162[a][1]). All impacts would be nearly equivalent to the impacts previously analyzed in the General Plan Final EIR.

Second, the City is not aware of any substantial changes in circumstances that would cause a new significant impact or substantially increase the severity of a previously identified significant impact requiring major revisions to the General Plan EIR (State CEQA Guidelines Section 15162[a][2]). There have been no changes in the environmental conditions in the City not previously contemplated and analyzed in the General Plan EIR that would result in new or substantially more severe environmental impacts.

Third, 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]). None of the "new information" conditions listed in the State CEQA Guidelines Section 15162[a][3] are present in this case to trigger the need for a subsequent EIR.

Lastly, no subsequent projects pursuing entitlements for installation of an electric fence resulting in environmental impacts will be allowed by right under the proposed amendments. Therefore, there is no direct, or reasonably foreseeable indirect, impact on the environment. (Guidelines section 15060(c)(2).) Therefore, no conditions have occurred that would require the preparation of a subsequent or supplemental EIR or MND and no further environmental review is necessary at this time.

FINANCIAL IMPLICATIONS TO CITY

There are no financial implications to the City in amending the Zoning Code.

ATTACHMENT

Ordinance No. 18-2012, including **Exhibit A** - Amended Zoning Code Text

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2012

**AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA
AMENDING SECTION 23.731.080 SPECIAL FENCING AND SCREENING
REQUIREMENTS OF THE RANCHO CORDOVA ZONING CODE
TO ALLOW ELECTRIC FENCES WITHIN THE CITY LIMITS**

WHEREAS, on June 21, 2012, the City of Rancho Cordova ("City") received an application from Electric Guard Dog ("Applicant") for a Zoning Code Amendment to allow and establish development standards for electric fences within the City; and

WHEREAS, the City's Zoning Code currently limits electric fences to be allowed in narrow, strictly defined circumstances; and

WHEREAS, the proposed Zoning Code amendment allows electric fences by right in the M-2 zone when entirely surrounded by M-2 zoning or upon issuance of an Administrative Use Permit by the Planning Director for electric fences in the M-1 zone or on M-2 properties not entirely surrounded by other M-2 zoning; and

WHEREAS, height, area, spacing, electrification, and aesthetic standards have been included in the proposed Zoning Code amendment to ensure any electric fence is designed and located in such a manner to as avoid any adverse effects on public safety and the existing surrounding environment; and

WHEREAS, the certified Environmental Impact Report prepared for the previously adopted General Plan was found to adequately address all environmental impacts associated with the adoption of the proposed Zoning Code amendment; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and require no further environmental review under State CEQA Guidelines Section 15162; and

WHEREAS, on November 19, 2012, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

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

Section 2. Findings. The City Council hereby finds that:

A. **CEQA Compliance.** The Rancho Cordova General Plan FEIR (SCH #2005022137) was certified in June 2006 by the Rancho Cordova City Council. The General Plan EIR is a Program EIR. (CEQA Guidelines section 15168.) The Electric Fence Zoning Code Amendment is an activity within the scope of the General Plan EIR and requires no further environmental review. 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. Furthermore, this is a procedural change in the Zoning Code that will not result in a direct, or reasonably foreseeable indirect, physical change in the environment. Therefore, adoption of the Ordinance is not subject to CEQA pursuant to Guidelines Section 15060(c)(2). All applications for Conditional Use Permits under this provision will be required to comply with the requirements of CEQA prior to the approval of the permit.

B. Consistency with the General Plan. The attached Zoning Code Amendment ("Amendment" or "proposed Amendment") is consistent with the General Plan as required by Government Code Section 65454. The Amendment is consistent with and implements the following provisions of the City's adopted General Plan:

General Plan Goals, Policies, and Actions:

- Land Use Action.1.4.4 – Develop guidelines for buffering of incompatible land uses in ways that retain community character but do not consume large land area, create pedestrian barriers, or result in unsafe conditions.

Finding: The proposed Zoning Code Amendment would allow for the installation of electric fences while maintaining the existing community character of the City's industrial core. Any electric fence would be required to uphold certain aesthetic standards and include signage to alert passersby to the presence of electricity within the fence itself and non-electrified perimeter fencing surrounding the installation. This signage and perimeter fencing would eliminate the possible unsafe conditions that could occur from installation of the fence.

Section 3. Amendments. The City Council hereby adopts the amended Section 23.731.80 of the Zoning Code attached in **Exhibit A**.

Section 4. 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 5. 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 _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

23.731.080 Special Fencing and Screening Requirements

- I. **Electric Fencing.** The construction and use of electric fencing shall be allowed in the City only as provided in this section, subject to the following standards:

- a. **Location.** Electric fences are allowed by right in the M-2 (Heavy Industrial) zone so long as the property on which the fence is to be installed is surrounded, on all sides, by M-2 zoned property. Electric fences are allowed in the M-1 (Light Industrial) zone or M-2 zone when bordered by another zoning district upon issuance of an Administrative Use Permit as defined and regulated in Chapter 23.125 of this Code.

Electric fences are only allowed around non-residential outdoor storage areas or contractor's equipment or storage yard. No electric fence shall be permitted, installed, or used unless it is completely surrounded by a non-electric fence or wall that is at least 6 feet in height.

- b. **Height.** Electric fences may have a maximum height of 10 feet.
- c. **Spacing between fences.** The space between an electric fence and perimeter wall or fence may not exceed 12 inches and shall be kept clean and free of litter, debris, and vegetation.
- d. **Aesthetics.** Electric fences shall be installed as to be as minimally intrusive as possible. Fences should utilize horizontal electrified wires and minimal vertical support beams.

In making the findings for an Administrative Use Permit when one is required, the Planning Director will determine that the proposed electric fence is not detrimental to the aesthetics and continued viability of the surrounding properties. As such, electric fences are likely not compatible if proposed immediately adjacent to an existing retail, restaurant, or other heavily trafficked commercial area unless substantial camouflaging or other design efforts are undertaken to completely shield the electric fence from view.

- e. **Electrification.** The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC.

The electric charge produced by the fence upon contact shall not exceed the energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission (IEC) Standard 60335-2-76.

The fence must also comply with all applicable local and State regulations including being issued a permit by the Building Department.

- f. **Warning Signs.** Electric fences shall be clearly identified with warning signs that read, at minimum, "Danger – Electric Fence" at an interval of not less than 60 feet and at least one sign per side of the area to be fenced.
- g. **Electric fences equipped with monitored alarm systems** may require an alarm permit issued by the Rancho Cordova Police Department.

