

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, July 19, 2021

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state guidelines. This meeting will also be available to the public via video/teleconferencing.

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/97638593793?pwd=WUVtaVErWklpSVBBV0N5eGo5eHFkUT09>

**Join the Meeting via the Zoom Phone Number Zoom Phone Number: US: +1 669 900 6833,
+1 253 215 8782, 888 475 4499 (Toll Free)**

Webinar ID: 976 3859 3793

Password: 874870

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Monday, July 19, 2021. All comments submitted later than 3:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been

given by the City Clerk's office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

You can join a Zoom meeting via teleconferencing/audio conferencing using a cell phone or traditional landline phone. To request to make a public comment by phone press *9 to raise your hand. Please wait to be called upon by the City Clerk.

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, July 19, 2021 before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Pulipati, Sander, Terry, and Mayor Gatewood.

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

There will be a moment of silence in lieu of an invocation.

5. PRESENTATIONS

- 5.1. Introduction of New Employees: Chance Finley-Ross, Assistant Planner by Darcy Goulart, Planning Manager, Adam Ulbrickson, Building Inspector I and Erin Naderi, Management Analyst I by Elizabeth Sparkman, Community Development Director, and Ka Vang, Management Technician by Russ Ducharme, Neighborhood Services Manager.

- 5.2. Council Member Siri Pulipati's Birthday on July 6, 2021.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

If you want to make a public comment via teleconference, please use the "raise hand" feature at the bottom center of the screen. If you are participating by telephone and you want to make a public comment, please press *9 to raise your hand. For those participating by Zoom or telephone, please wait to be called upon by the City Clerk.

For items on the agenda, speakers will be called 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. Under the provisions of the California Government Code, the City

Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 21, 2021 and the Special Meeting of June 29, 2021.
Recommendation: Adopt the minutes.
- 9.2. **Subject:** A Resolution Approving the Final Map of the Ranch Large Lot Map, Subdivision No. FM-2021-001-01 and Authorizing the Execution of the Subdivision Improvement Agreement Contract No. 2021-255 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** A Resolution of the City Council Approving the Final Map of Montelena Villages 1&2, Subdivision No. RC-04-132.1 and Authorizing the Execution of the Subdivision Improvement Agreement Contract No. 2021-254.
Recommendation: Adopt the Resolution.
- 9.4. **Subject:** A Resolution Authorizing the Public Works Director to Execute and Submit the City of Rancho Cordova Transportation Development Act Claim to receive funding allocation towards the Chase Drive to American River Parkway Connection Project and Pedestrian Crossing Enhancement Project.
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Authorizing the Levying of Special Assessments for Delinquent Charges Related to Nuisance Abatement Against Properties and Requesting Sacramento County to Collect these Charges on the Fiscal Year 2020-21 Tax Roll.
Recommendation: Adopt the Resolution.
- 9.6. **Subject:** Second Reading of An Ordinance Adopting an Amended and Restated Development Agreement for Montelena Villages 1,2,4,6, 8, and vacant parcels in Villages 9 and 10 to Extend the Term of the Development Agreement.
Recommendation: Waive the second reading and adopt the Ordinance.
- 9.7. **Subject:** Second Reading of an Ordinance Terminating the Villages of Zinfandel Development Impact Fee Program and Transferring the Collection of the Off-Site Roadway Mitigation and the Villages of Zinfandel Administration Fees to the Transportation Development Impact Fee Program.
Recommendation: Waive the second reading and adopt the Ordinance amending portions of Chapter 16.81 of the Rancho Cordova Municipal Code with regards to the collection of impact fees within the Villages of Zinfandel public facilities financing plan (hereinafter in some instances referred to as "PFFP") area.
- 9.8. **Subject:** A Resolution Authorizing the City Manager to Sign Agreement Number 2021-261 with the Rancho Cordova Area Chamber of Commerce in an Amount not to Exceed \$519,200 for Business Retention Services.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** An Ordinance Approving a Second Amendment to the ARDA for the Elliott Portion of Rio Del Oro to Specify Developer Participation in Sunrise Drainage Improvements and Identify City and Elliott Responsibilities for Construction of White Rock Road Generally from Rancho Cordova Parkway to Collector A.

Recommendation: Waive the first reading and introduce the Ordinance.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** Eco Site II, Cellular Telecommunication Tower at the Southeast Corner of Zinfandel Drive and Folsom Boulevard Conditional Use Permit Project DD10018.

Recommendation: Continue this item to the August 2, 2021 City Council meeting.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Awarding Construction Contract No. 2021-256 in an Amount not to Exceed \$4,511,000 with Z Squared Construction for the Rancho Cordova Youth Center Project.

Recommendation: Adopt the Resolution.

- 12.2. **Subject:** Mills Crossing Civic Center Design Principles Discussion.

Recommendation: Receive presentation, provide feedback and discussion.

- 12.3. **Subject:** Appointment of Real Property Negotiators: Cyrus Abhar, City Manager, Albert Stricker, Public Works Director, and Adam U. Lindgren, City Attorney. Property Address 3355 Monier Circle, Assessor's Parcel Number 072-1010-029.

Recommendation: Approve the appointment of Real Property Negotiators.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Gatewood will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Budge, Pulipati, Sander, Terry, and Mayor Gatewood.

16. CLOSED SESSION

Council will meet in closed session to discuss the following item:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property Address 3355 Monier Circle. Assessor's Parcel Number 072-1010-029. City Negotiators: Cyrus Abhar, City Manager, Albert Stricker, Public Works Director, and Adam U. Lindgren, City Attorney. Negotiating Parties: Folsom Cordova Unified School District. Under Negotiation: Price and Terms of Payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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

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

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

UPCOMING MEETINGS

August 2, 2021	4:00 PM Special Meeting/Regular Meeting
August 16, 2021	5:30 PM Regular Meeting
August 24, 2021	5:30 PM Special Meeting/Work Session
September 7, 2021	4:00 PM Special Meeting/Regular Meeting
September 20, 2021	5:30 PM Regular Meeting
September 28, 2021	5:30 PM Special Meeting/Work Session
October 4, 2021	4:00 PM Special Meeting/Regular Meeting
October 18, 2021	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. 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.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the July 19, 2021 Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 15, 2021 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 July 15, 2021 at Rancho Cordova, California.

A handwritten signature in blue ink that reads "Stacy Leitner". The signature is written in a cursive style.

Stacy Leitner, CMC
City Clerk

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CITY COUNCIL MEETING

Monday, June 21, 2021

5:30 PM – Regular Meeting

In response to Governor's Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City Council meetings are currently Teleconference Meetings Only to align with local and federal guidelines and social distancing recommendations for the containment of COVID-19. If there is a need for training or assistance in using the teleconferencing platform, please contact the office of the City Clerk no later than 10:00 a.m. Monday, June 21, 2021 at (916) 851-8720.

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order at 5:32 p.m.

Council Members Present: Linda Budge (arrived at 7:30 p.m.), Siri Pulipati, David Sander, and Mayor Garrett Gatewood

Council Members Absent: Donald Terry

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Cyrus Abhar led the pledge.

4. INVOCATION

Mark Shetler of River City Christian Church gave the invocation.

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5. PRESENTATIONS

- 5.1. Recognition of Key COVID-19 Partners Sac Metro Fire Michael Skaggs, Danielle Blaschke, Sean Post, Christine Ravera, and Captain Scott Perryman and the Del Paso Heights Vaccination Clinic Dr. Kawanaa Carter and Nancy Bui Thompson.

6. PUBLIC COMMENT

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted comments via email:

1. Fayzah Mughal
2. Marina Fautt
3. Don Kraff
4. Nancy Marsh
5. Susan Santello
6. Amber Verdugo
7. Karl Hass
8. Steven Fisher
9. Linda Robinson
10. Jack Montes
11. Karina Suarez
12. Dan
13. Gil Ruiz
14. Deborah Cortez
15. Mary Lou Bair
16. Patricia Medina
17. Brianna
18. Vicki Lee
19. George Adelsperger
20. Simone Brinkman-Robinson
21. Angel Ball
22. Lisa Pappas
23. Robert Cashatt
24. Valerie Knippschild
25. Susan Taylor
26. Jenn Raley Miller
27. Cheryle Hart
28. Derek
29. Pearl Beavers
30. Judy Gramith
31. Florence Florence Skiadas
32. Tabassum Sarani
33. Kenneth Nahigian
34. Judy Gustafson
35. Riley
36. Venu Kennaganti
37. Andrew Meckler
38. Jacqueline Koenig
39. Janine Anderson
40. Michelle Martin
41. Christi Constantine
42. Tammi Vann
43. Anthony Cecchetti

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- 44. Robert Van Cleef
- 45. Isa Abdur-Rahim
- 46. Autumn Eberhart

Mayor Gatewood closed the public comment period.

- 6.1. Public Comments Received Via Email for the June 21, 2021 City Council Meeting

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

- 1. Antonio Acevedo
- 2. Donald Childs

Mayor Gatewood closed the public comment period.

Mayor Gatewood asked that Item 9.4 be pulled for separate discussion.

ACTION: Motion to approve Item 9.1 through 9.3 and Item 9.5 through 9.10 by Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: None

NOES: None

ABSENT: Budge and Terry

ABSTAIN: None

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 7, 2021.

Recommendation: Adopt the minutes.

- 9.2. **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2021-2022 Property Tax Roll Residents

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2021-2022.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving a Conditional Loan Commitment of Nine Hundred Eighty Thousand Dollars (\$980,000) and the City-Owned Site at 2738 Woodberry Way for the Crossings at Woodberry Way Affordable Housing Development by Urban Housing Communities H4, LLC and Ikaika Ohana.

Recommendation: Adopt the Resolution.

ACTION: Motion to approve item 9.4. with the changes mentioned by City staff by

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Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Mayor Gatewood
NOES: None
ABSENT: Budge and Terry
ABSTAIN: None

- 9.5. **Subject:** Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit -Related Services Special Tax Area Zone 27 for the Rio Del Oro (Elliott Homes Portion) Project.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Amending Contract No. 214-2018 with Sierra National Construction to Extend the Contract Term From June 30, 2021 to June 30, 2022 and Increase Unit Prices for Labor and Materials by 7.2% for Continued On-Call Concrete Maintenance Services.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution to Approve Execution of Contract 2021-94 with Ascent Environmental for Environmental Planning Services to Create a Climate Action Plan Using Local Early Action Planning and Regional Early Action Planning Grant Funds in an Amount not to Exceed \$273,000.

Recommendation: Adopt the Resolution.

- 9.8. **Subject:** A Resolution to Approve Execution of a Memorandum of Understanding with the Sacramento Area Council of Governments (Contract 2021-95) to Receive Regional Early Action Planning Grant Funds in the Amount of \$106,150 for Civic Lab Implementation Projects.

Recommendation: Adopt the Resolution.

- 9.9. **Subject:** Second Reading of an Ordinance Amending the Sun creek Specific Plan Project No. DD9837 - Grantline 220.

Recommendation: Waive the second reading of the Ordinance amending the Sun creek Specific Plan.

- 9.10. **Subject:** A Resolution Approving the Third Amendment to the Agreement for Law Enforcement Services Between the County of Sacramento and the City of Rancho Cordova.

Recommendation: Adopt the Resolution approving the third amendment to the agreement for law enforcement services.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Gatewood opened the public comment period. Seeing no speakers. Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 10.1 through 10.6 by Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Mayor Gatewood
NOES: None
ABSENT: Budge and Terry
ABSTAIN: None

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- 10.1. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District; Zone No. 2 for Fiscal Year 2021-2022.
Recommendation: Adopt the Resolution Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Engineer's Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2021-2022 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2; and adopt the Resolution Amending and/or Confirming the Engineer's Report and establishing the Fiscal Year 2021-2022 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.
- 10.2. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance District for Fiscal Year 2021-2022.
Recommendation: Adopt the Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments, Declaring its Intention to Levy the Annual Assessments and Preliminarily Approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2021-2022; and adopt the Resolution Amending and/or Approving the Annual Engineer's Report and Ordering the Levy and Collection of Assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2021-2022.
- 10.3. **Subject:** 9847 Old Placerville Road - Project No. DD10036 - Tentative Parcel Map.
Recommendation: Adopt the Resolution approving the Tentative Parcel Map.
- 10.4. **Subject:** An Ordinance Adopting an Amended and Restated Development Agreement for Montelena Villages 1,2,4,6, 8, and vacant parcels in Villages 9 and 10 to Extend the Term of the Development Agreement.
Recommendation: Waive the first reading and introduce the Ordinance.
- 10.5. **Subject:** An Ordinance and a Resolution Terminating the Villages of Zinfandel Development Impact Fee Program and Transferring the Collection of the Off-Site Roadway Mitigation and the Villages of Zinfandel Administration Fees to the Transportation Development Impact Fee Program.
Recommendation: Waive the first reading and introduce the Ordinance amending portions of Chapter 16.81 of the Rancho Cordova Municipal Code with regards to the collection of impact fees within the Villages of Zinfandel public facilities financing plan (hereinafter in some instances referred to as "PFFP") area and Adopt the Resolution.
- 10.6. **Subject:** A Resolution Modifying the Rancho Cordova Tourism Business Improvement District Management District Plan.
Recommendation: Hold a final hearing to adopt the Resolution to modify the Rancho Cordova Tourism Business Improvement District Management District Plan.
11. **PUBLIC HEARING ITEMS**
- 11.1. **Subject:** Adoption of the 2021-2029 Housing Element Update, and Addendum to the City's General Plan Final Environmental Impact Report.
Recommendation: Adopt the Resolution.

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

1. Patrick Soluri
2. Osha Meserve

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3. Fayzah Mughal
4. Autumn Eberhart
5. Helen Whelan
6. Carl
7. Bob Cashatt

Mayor Gatewood closed the public comment period.

ACTION: Motion to continue Item 11.1 by None second by None;
Motion passed with a 3:0 vote.

AYES: None

NOES: None

ABSENT: Budge and Terry

ABSTAIN: None

- 11.2. **Subject:** Rio Del Oro Parcel 66 - Project No. DD9901 - Tentative Subdivision Map.

Recommendation: Determine the project Exempt per Section 15183 Projects Consistent with a Community Plan, General Plan, or Zoning, of the CEQA Guidelines; and adopt the Resolution for the Rio Del Oro Tentative Subdivision Map.

Mayor Gatewood opened the public comment period. Seeing no speakers, Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 11.2. by Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Mayor Gatewood

NOES: None

ABSENT: Budge and Terry

ABSTAIN: None

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Rancho Cordova Community Facilities District No. 2014-1 (Montelena), Approving and Directing the Execution of a Fiscal Agent Agreement, the Execution of a Fiscal Agent Agreement, Approving the form of the Preliminary Official Statement, Approving Sale of Such Bonds Pursuant to a Bond Purchase Agreement, and Approving Related Documents and Actions.

Recommendation: Adopt the Resolution.

Mayor Gatewood opened the public comment period. Seeing no speakers, Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 12.1. by Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Mayor Gatewood

NOES: None

ABSENT: Budge and Terry

ABSTAIN: None

- 12.2. **Subject:** A Resolution Authorizing the City Manager to Award Contract No. 2021-81 with Dewberry Engineers, Inc. in an Amount not to Exceed \$3,494,524.16 for Civil Engineering Design and Environmental Services for the Sunrise Boulevard Improvement

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Project from Kiefer Boulevard to Jackson Highway to Widen the Road and Intersection, Increase Safety and Promote Livability.

Recommendation: Adopt the Resolution.

Mayor Gatewood opened the public comment period. Seeing no speakers, Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 12.2. by Pulipati second by Sander;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Mayor Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: Budge

- 12.3. **Subject:** An Urgency Ordinance Amending Rancho Cordova Municipal Code Relating to Fireworks.

Recommendation: Waive the reading and adopt the Urgency Ordinance.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Karl
2. Fayzah Mughal

Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 12.3. by Budge second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Mayor Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Water Tower and Mather VA

14. ADJOURN TO CLOSED SESSION

Mayor Gatewood adjourned the meeting to closed session at 7:59 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Gatewood called closed session to order at 7:59 p.m.

Council Members Present: Siri Pulipati, David Sander, and Mayor Garrett Gatewood

Council Members Absent: Linda Budge and Donald Terry

Staff Members Present: Cyrus Abhar and Adam Lindgren.

16. CLOSED SESSION

Council will meet in closed session to discuss the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: Pursuant to Government Code Section 54956.9(d)(1). Name of Case: E.T., ET AL, V. City of Rancho Cordova, ET AL., U.S. District Court for the Eastern District of California Case No. 2:20-

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cv-02480-TLN-AC.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (One Case).

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property Address 10559 Folsom Boulevard Parcel Number 057-0231-016-0000. City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam Lindgren, City Attorney. Negotiating Parties: Property Owner, Jeanette D. Orsi Trust Agreement 2006/ETAL. Under Negotiation: Price and terms of payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that staff was given direction and that no reportable action was taken in closed session.

18. ADJOURNMENT

Mayor Gatewood adjourned the meeting at 8:56 p.m.

Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, June 29, 2021

5:30 PM – Special Meeting/Work Session

In response to Governor's Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City Council meetings are currently Teleconference Meetings Only to align with local and federal guidelines and social distancing recommendations for the containment of COVID-19. If there is a need for training or assistance in using the teleconferencing platform, please contact the office of the City Clerk no later than 10:00 a.m. Monday, June 29, 2021 at (916) 851-8720.

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Special meeting to order at 5:33 p.m.

Council Members Present: Linda Budge, David Sander, Donald Terry, and Mayor Garrett Gatewood

Council Members Absent: Siri Pulipati

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. PUBLIC COMMENT

Mayor Gatewood opened the public comment period. Seeing no speakers. Mayor Gatewood closed the public comment period.

3. SPECIAL MEETING ITEMS

3.1. **Subject:** City Council Work Session Priorities.

Recommendation: Discuss priorities for future council work session topics and provide

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direction.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Tomas Haakenson
2. Angel Ball
3. Autumn Eberhardt

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding City Council Work Session Priorities.

- 3.2. **Subject:** Discussion and Direction on Reinstating a Planning Commission.

Recommendation: Receive a report on various topics related to reinstating a Planning Commission and provide staff with any feedback or direction on the information presented.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Fayzah Mughal
2. Helen Whelan-Bashaw
3. Sergio Diaz
4. Joyce Rosenberg
5. Angel Ball
6. Cathy M. Birch
7. Fayzah Mughal
8. Jean Fox
9. Autumn Eberhardt
10. Mark Berry
11. Jordan Schneider
12. Donald Childs
13. Regan King
14. Dawn King
15. Lisa Phenix

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding Discussion and Direction on Reinstating a Planning Commission.

- 3.3. **Subject:** Zoning Code and Multi-Family Design Guidelines Update.

Recommendation: Staff and consultant will present draft Zoning Code amendments and revised Multi-family Design Guidelines for review.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Autumn Eberhardt
2. Fayzah Mughal

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding Zoning Code and Multi-Family Design Guidelines Update.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, June 29, 2021

4. ADJOURNMENT

Mayor Gatewood adjourned the meeting at 7:34 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Associate Civil Engineer

SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH
LARGE LOT MAP, SUBDIVISION NO. FM-2021-001-01 AND
AUTHORIZING THE EXECUTION OF THE SUBDIVISION
IMPROVEMENT AGREEMENT CONTRACT NO. 2021-255 WITH K.
HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City to enter into Subdivision Improvement Agreement No. 2021-255 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with K. Hovnanian at Jaeger Ranch, LLC. and the recording of the final subdivision map creating 14 private future development lots, 8 miscellaneous lots and 1 designated remainder located east of Rancho Cordova Parkway and south of Douglas Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Map on January 6, 2020. A Development Agreement was entered on February 21, 2020. A copy of the final map ([Attachment 3](#)) and copy of the vicinity map ([Attachment 4](#)) are included with this letter.

The Ranch project is a plan for a mixed-use development with a broad range of residential uses, commercial, parks/open space, natural resources, and associated infrastructure and roads on an approximately 530-acre site in the City. The Project includes 1,690 residential units at various densities; of that number of residential uses, 743 residential units are active adult, 5.73 acres of commercial, 14.36 acres of community and neighborhood parks, 8.99 acres of private parks; stormwater detention basins; open-space areas, trails, major roads with

landscaping; and a 200 acre wetland natural resource/preserve. Roads are offered for dedication with this subdivision. K. Hovnanian at Jaeger Ranch, LLC. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace Kuhl & Associates, dated September 26, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2021/2022 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Subdivision Improvement Agreement
3. TheRanch-LLM-20210624
4. VMAP The Ranch LLM

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH LARGE LOT MAP, SUBDIVISION NO. FM-2021-001-01, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-255 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.

WHEREAS, the City Council approved the Large Lot Tentative Map on January 6, 2020 per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval.

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Large Lot Map, Subdivision No. FM-2021-001-01 and does authorize the City Manager to execute Subdivision Improvement Agreement 2021-255 with K. Hovnanian at Jaeger Ranch, LLC. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

ITEM 9.2.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**The Ranch Large Lot Final Map, Subdivision No. FM-2021-001-01**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this 19th day of July, 2021, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and K. Hovnanian at Jaeger Ranch, LLC, a California limited liability company, (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Large Lot Final Map, Subdivision No. FM-2021-001-01** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

Subdivision Improvement Agreement
Between the City of Rancho Cordova and
K. Hovnanian at Jaeger Ranch, LLC.

agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements consistent with the terms and also identified in subsequent subdivision improvement agreements (SIAs) to be executed by the City and Principal, or assignee, following the approvals and recordation of small lot final maps (SLFMs) for the Project, as applicable, and any other improvements as may be reasonably required by the City. The Large Lot Final Map shall include the following note:

A small lot final map ("SLFM") shall not be recorded, or development of a large lot identified herein shall not proceed other than pursuant to approved infrastructure improvement plans, or a building permit shall not be issued, unless: (i) all offsite and onsite public utilities and roadway and frontage improvements are installed to serve the parcels subject to or depicted on sch SLFM in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements; or (ii) an appropriate surety bond, instrument of credit, or cash deposit satisfactory to the City is submitted and accepted by the City for said offsite and onsite public utilities and improvements.

The work required may lie within or outside the subdivision and must be completed within the terms agreed upon for any portion of the Project where a subsequent SIA for a SLFM has been entered into with the City. Principal shall ensure that any subsequent purchasers, buyers, or developers of any parcels, of any part of the Large Lot Final Map (but specifically excluding any members of the homebuying public), shall acknowledge and agree to be bound to, in writing, the above-referenced note in this paragraph and this Agreement.

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

6. Park Renovation Fee. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto with respect to the Project.

7. Acceptance of Improvements. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said

Subdivision Improvement Agreement
Between the City of Rancho Cordova and
K. Hovnanian at Jaeger Ranch, LLC.

final subdivision map, and any offsite easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

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

9. Correction of Defects. Principal agrees to remedy any defects in the improvements that are the subject of the applicable subsequent SIA for a SLFM and arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

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

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

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

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in
Subdivision Improvement Agreement
Between the City of Rancho Cordova and
K. Hovnanian at Jaeger Ranch, LLC.

form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

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

(d) Prior to issuance of improvement plans not already bonded or secured through a subsequent SIA, Principal shall obtain and furnish to the City an improvement security in favor of City under Chapter 12.03 of the Rancho Cordova Municipal Code.

(e) This Agreement shall automatically terminate as to any portion of the Project where a subsequent SIA for a SLFM has been entered into with the City.

13. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 12 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

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

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

Subdivision Improvement Agreement
Between the City of Rancho Cordova and
K. Hovnanian at Jaeger Ranch, LLC.

shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

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

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

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

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

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

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 12 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

22. Construction and Interpretation. It is agreed and acknowledged by the

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PRINCIPAL

K. Hovnanian at Jaeger Ranch, LLC,
A California Limited Liability Company

Cyrus Abhar, City Manager



Tim Collison, Controller

ATTEST:

Stacy Leitner, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. THE UNDERSIGNED PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION" (IOD).
2. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, CENTRALIZED MAIL DELIVERY UNITS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).

K. HOVNANIAN AT JAEGER RANCH, LLC
AN CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2021 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN JANUARY 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JULY 31, 2023 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

6/24/21
DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS LARGE LOT FINAL MAP OF THE RANCH IS TECHNICALLY CORRECT.

LAND SURVEYOR, CYRUS E. ABHAR, P.L.S. 7723

DATED: _____



NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2021 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

TRUSTEE'S STATEMENT

ORANGE COAST TITLE COMPANY, AS TRUSTEE UNDER THAT DEED OF TRUST RECORDED JANUARY 4, 2018 AS DOC# 201801040313 OF OFFICIAL RECORDS OF SACRAMENTO COUNTY, AND AS TRUSTEE UNDER THAT DEED OF TRUST RECORDED MARCH 12, 2020 AS DOC# 202003120392 OF OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: _____

TITLE: _____

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF THE RANCH AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS THIS LARGE LOT FINAL MAP OF THE RANCH AND CONSENTS TO THE IRREVOCABLE OFFERS OF DEDICATION OFFERED HEREON AND RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY.

BY: _____
CITY CLERK
CITY OF RANCHO CORDOVA

DATED: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

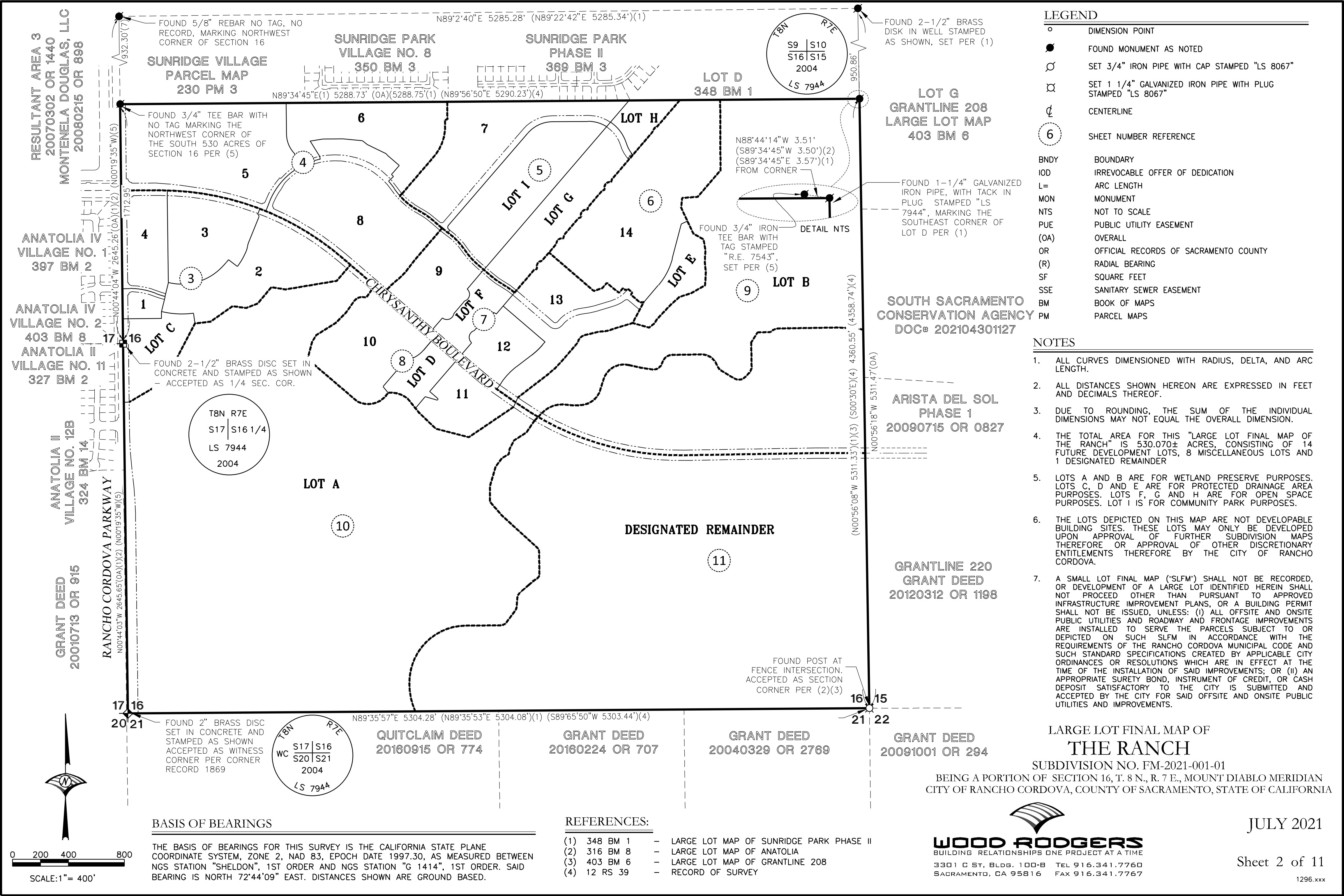
LARGE LOT FINAL MAP OF
THE RANCH
SUBDIVISION NO. FM-2021-001-01
BEING A PORTION OF SECTION 16, T. 8 N., R. 7 E., MOUNT DIABLO MERIDIAN
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

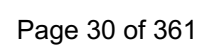

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 O ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

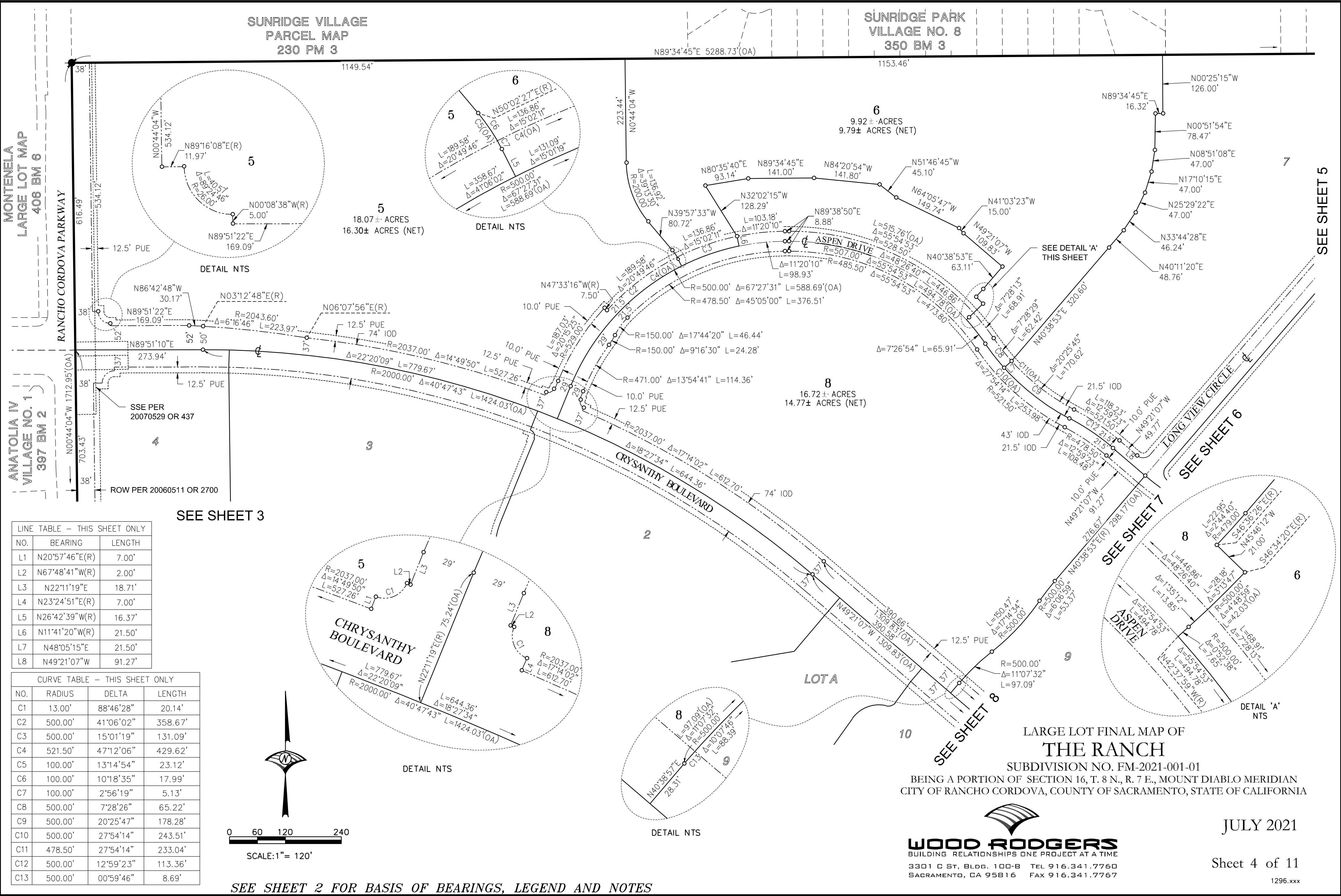
JULY 2021

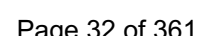
Sheet 1 of 11

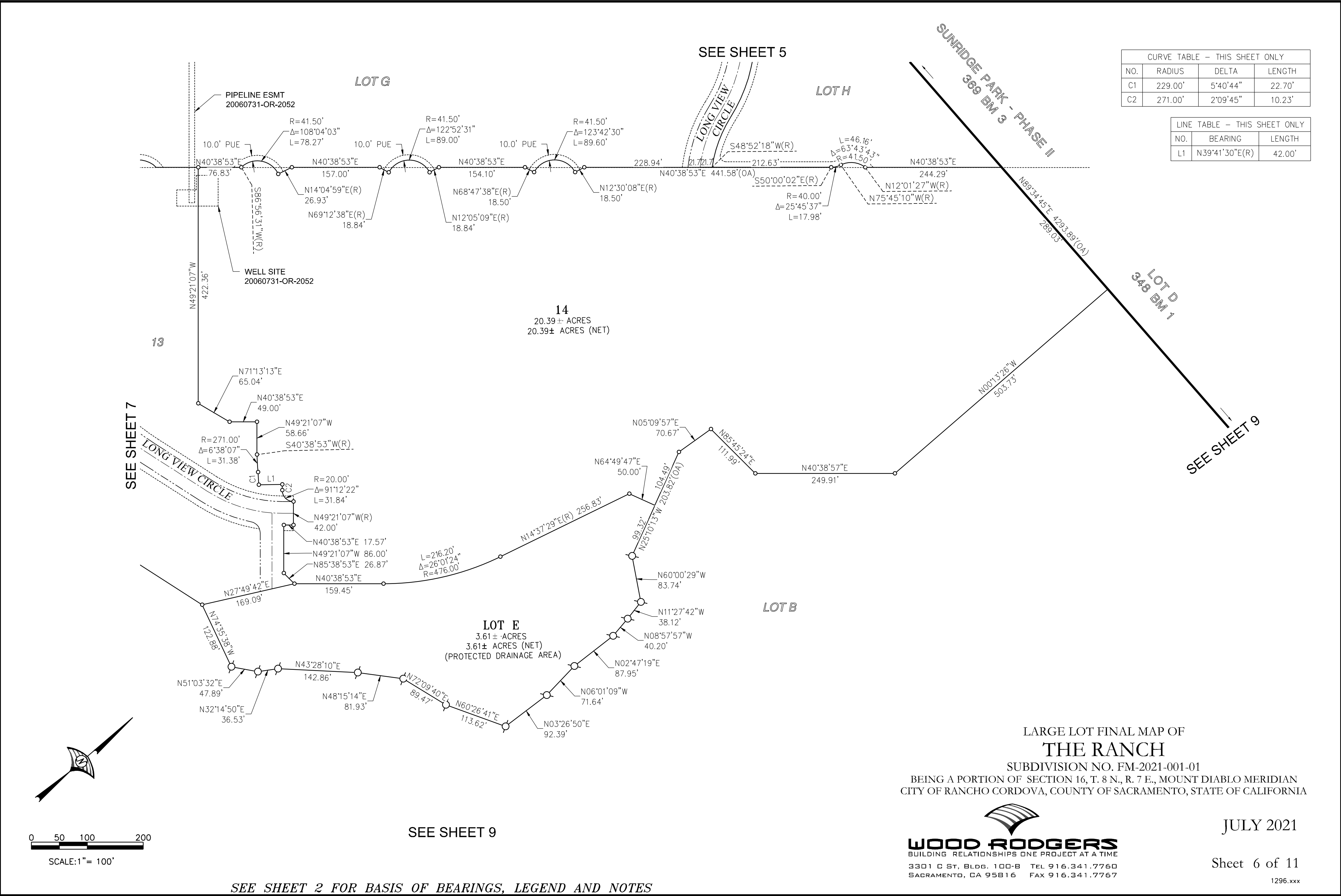
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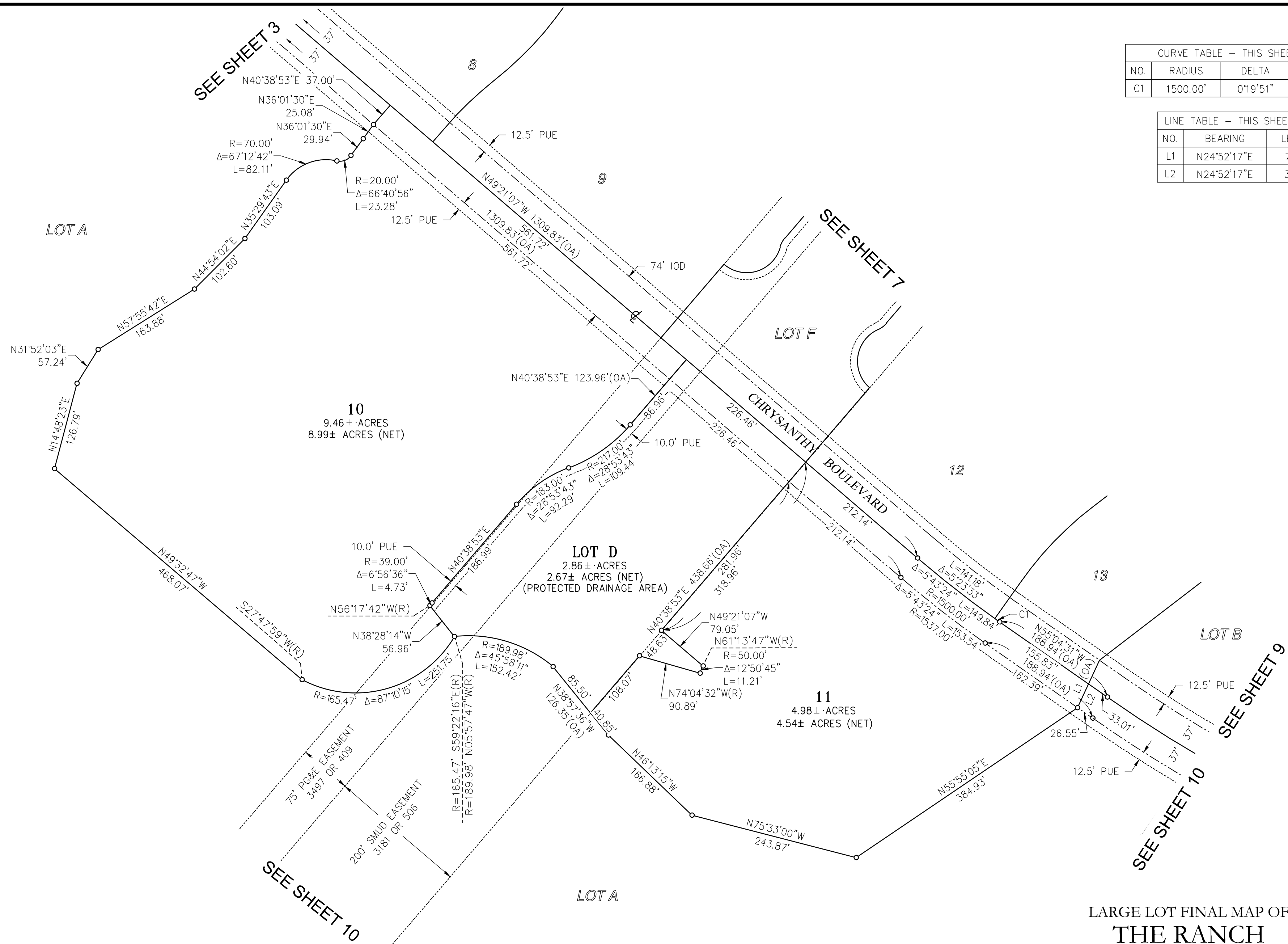












LARGE LOT FINAL MAP OF
THE RANCH
SUBDIVISION NO. FM-2021-001-

BEING A PORTION OF SECTION 16, T. 8 N., R. 7 E., MOUNT DIABLO MERIDIAN
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

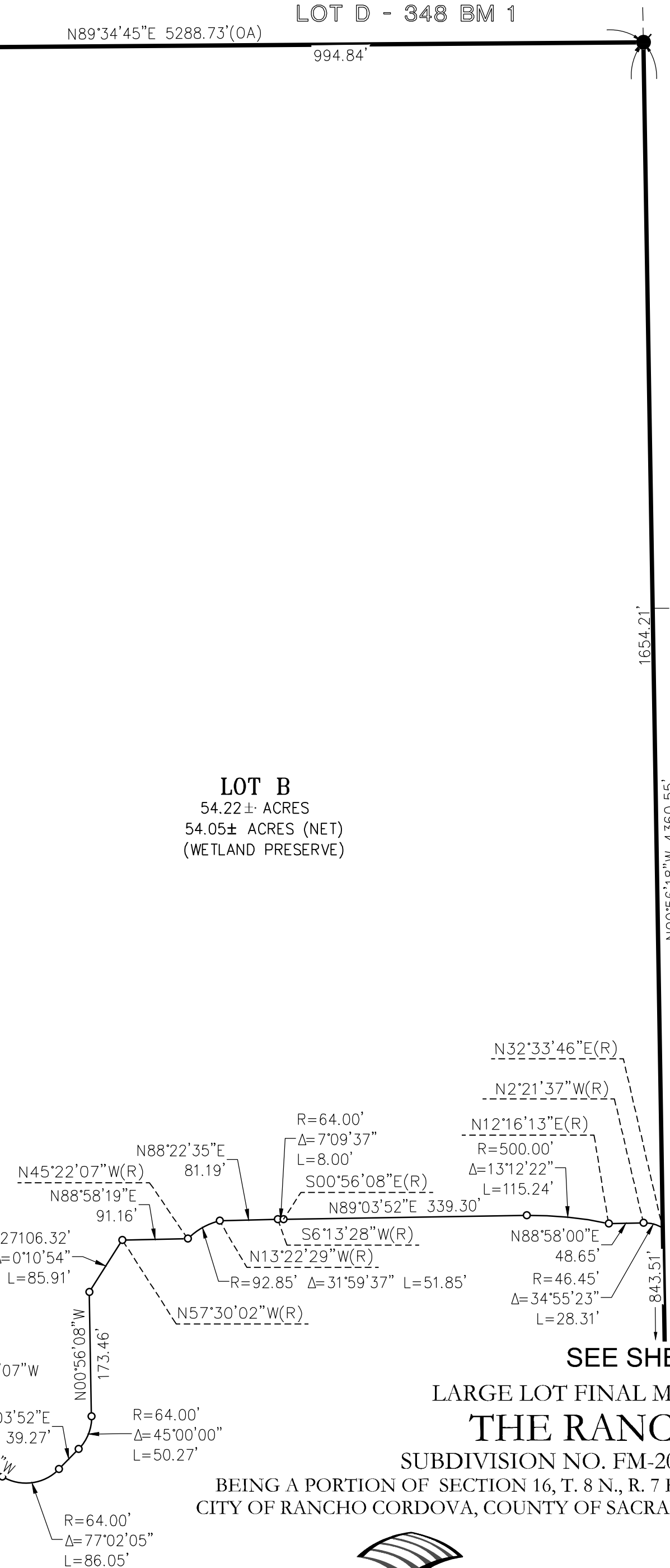
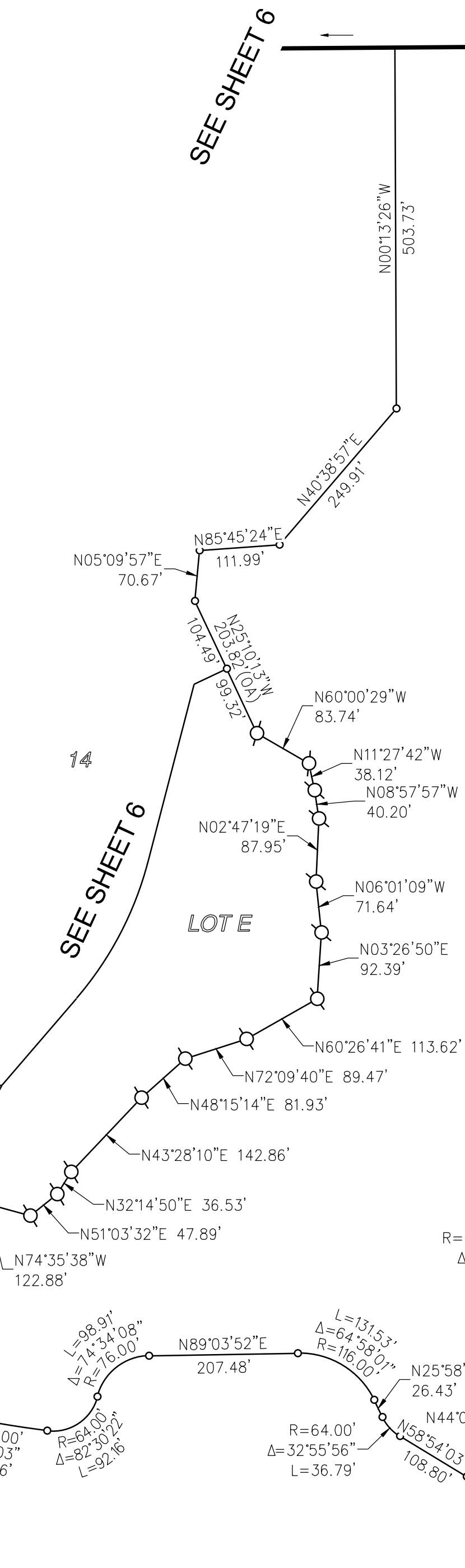
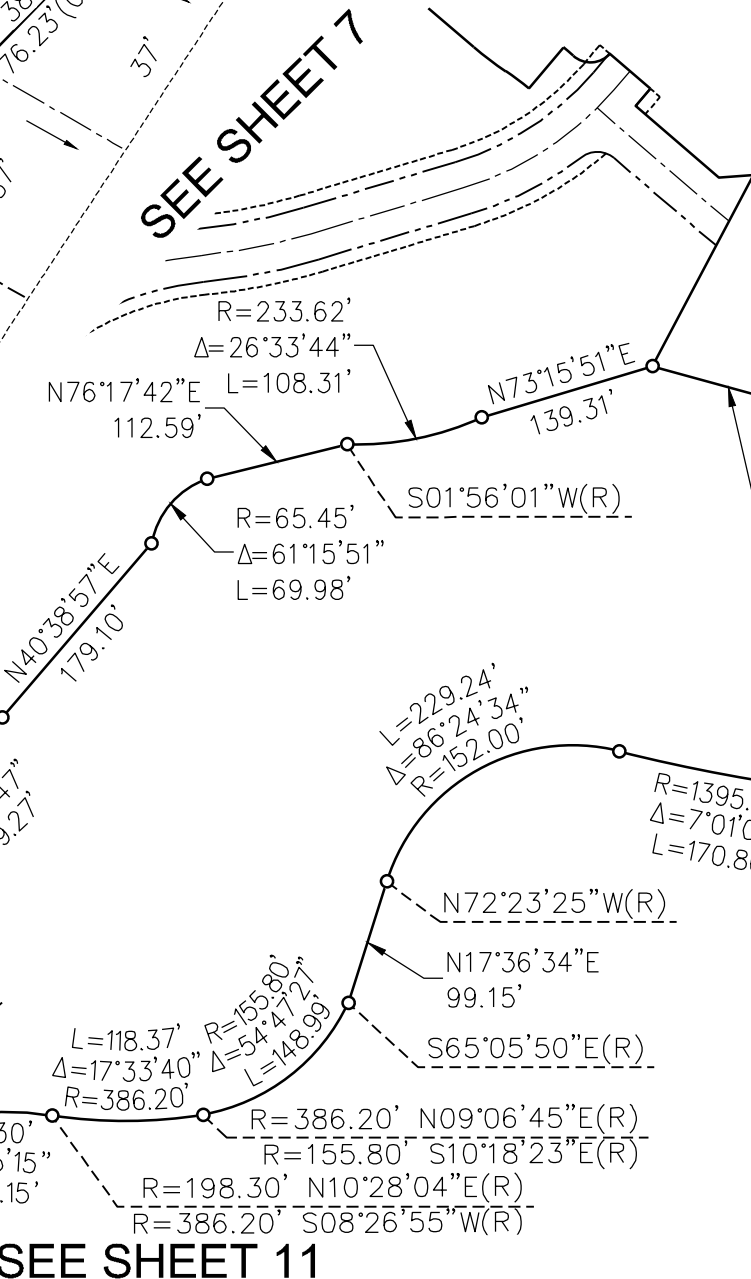
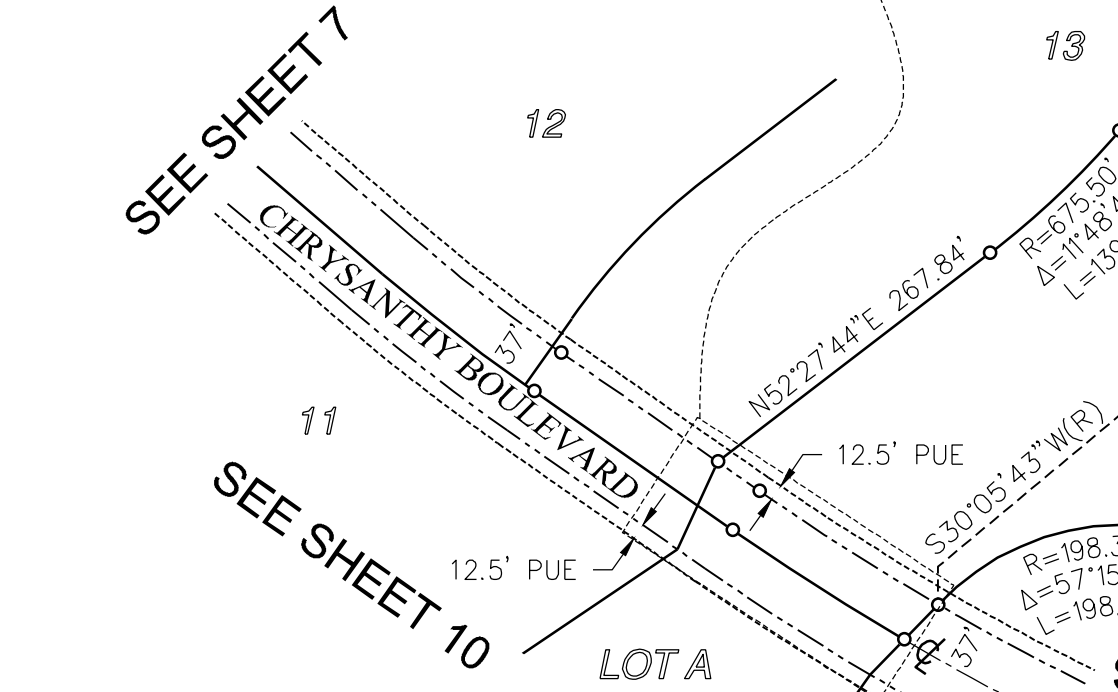
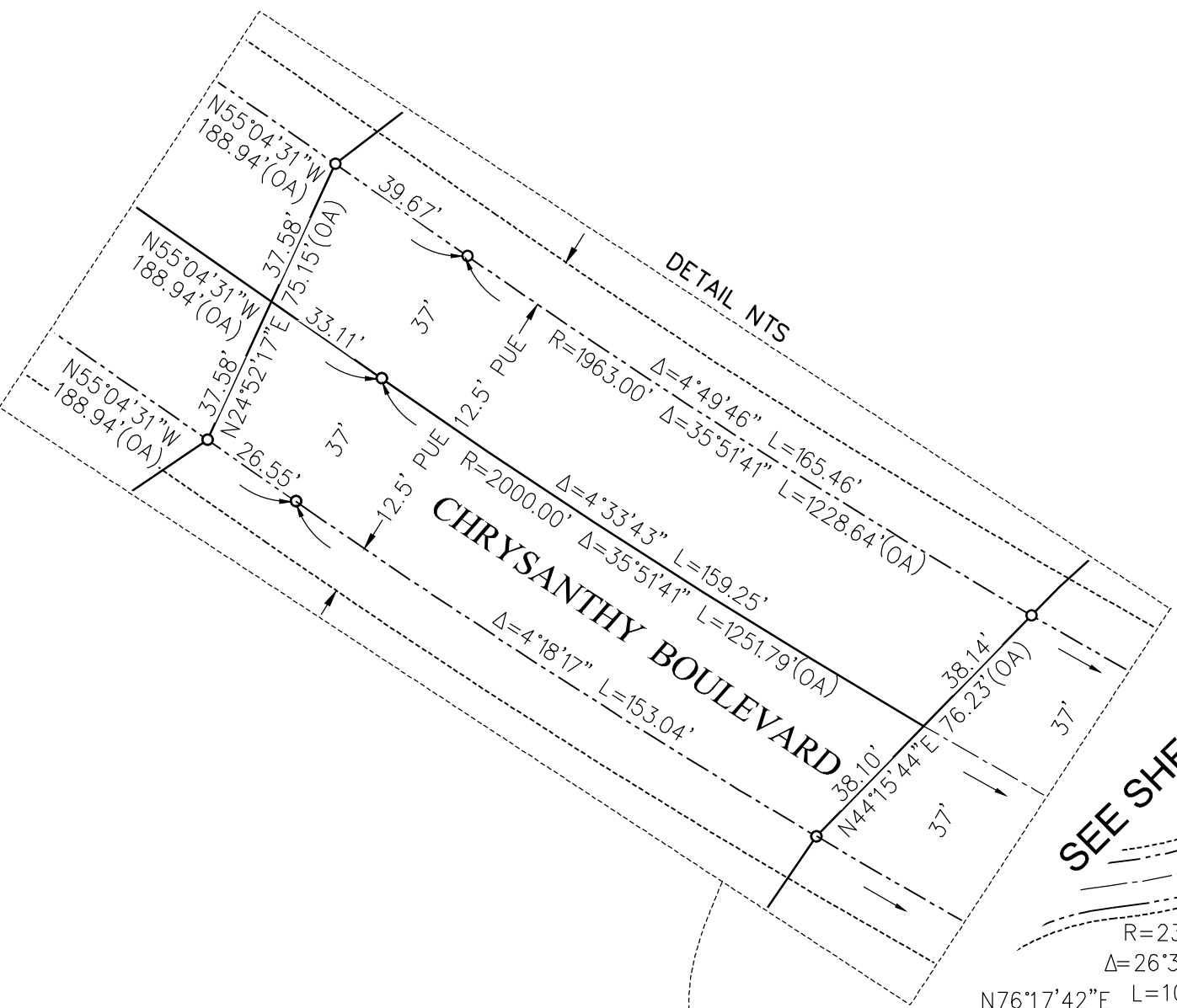
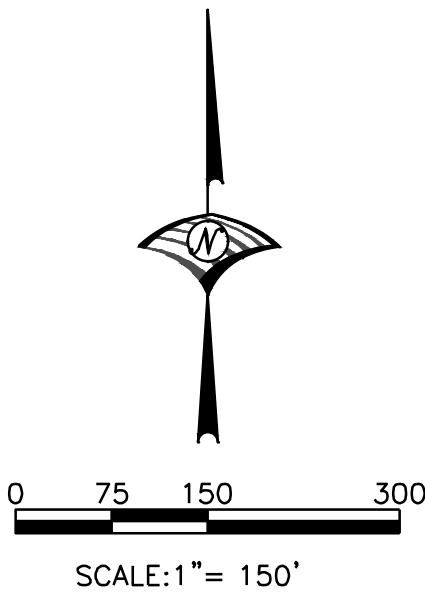
JULY 2021

Sheet 8 of 11

1296.xxx

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



LOT B
54.22± ACRES
54.05± ACRES (NET)
(WETLAND PRESERVE)

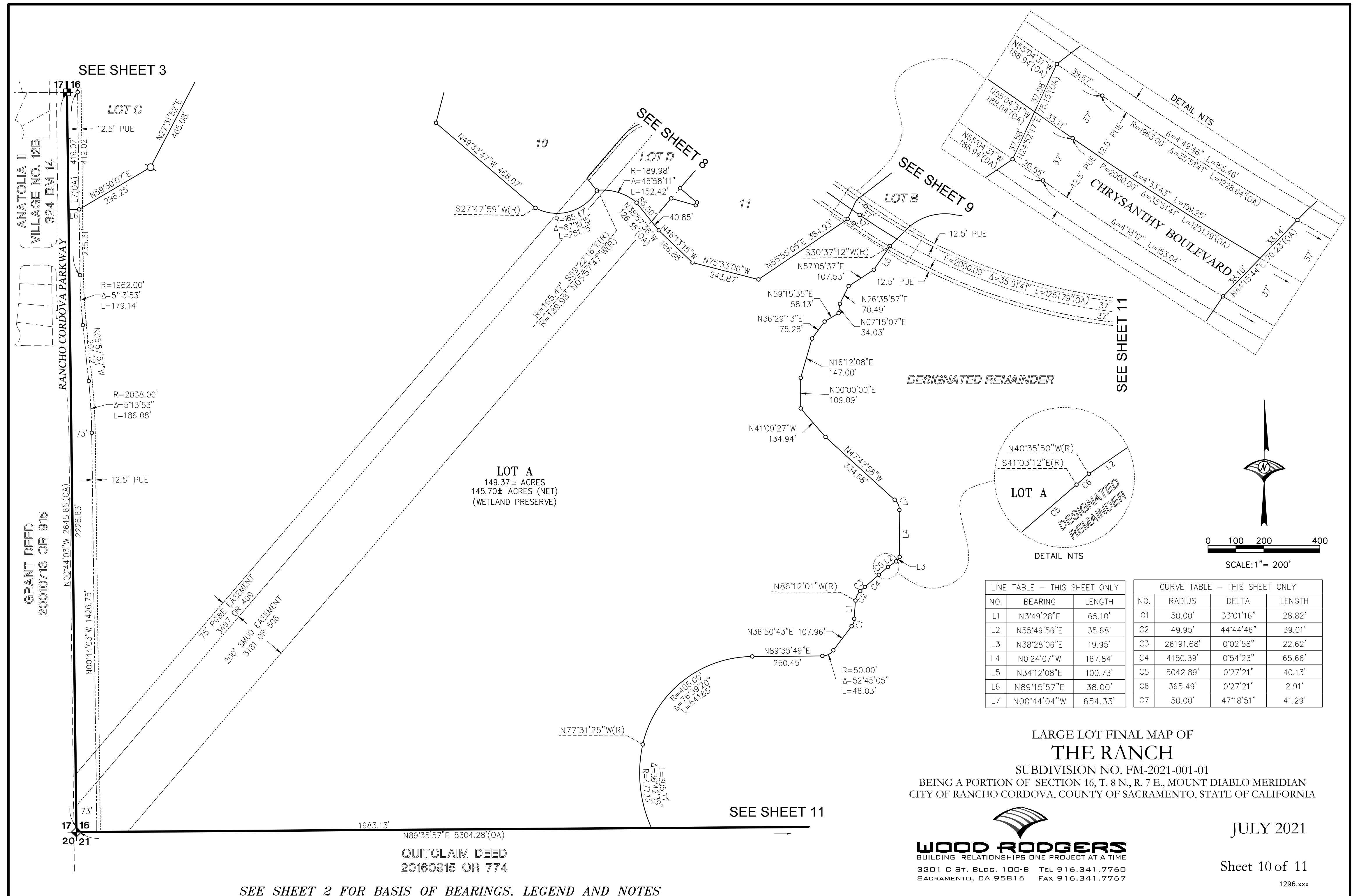
GRANTLINE 208
GRANT DEED
20091204 OR 0751

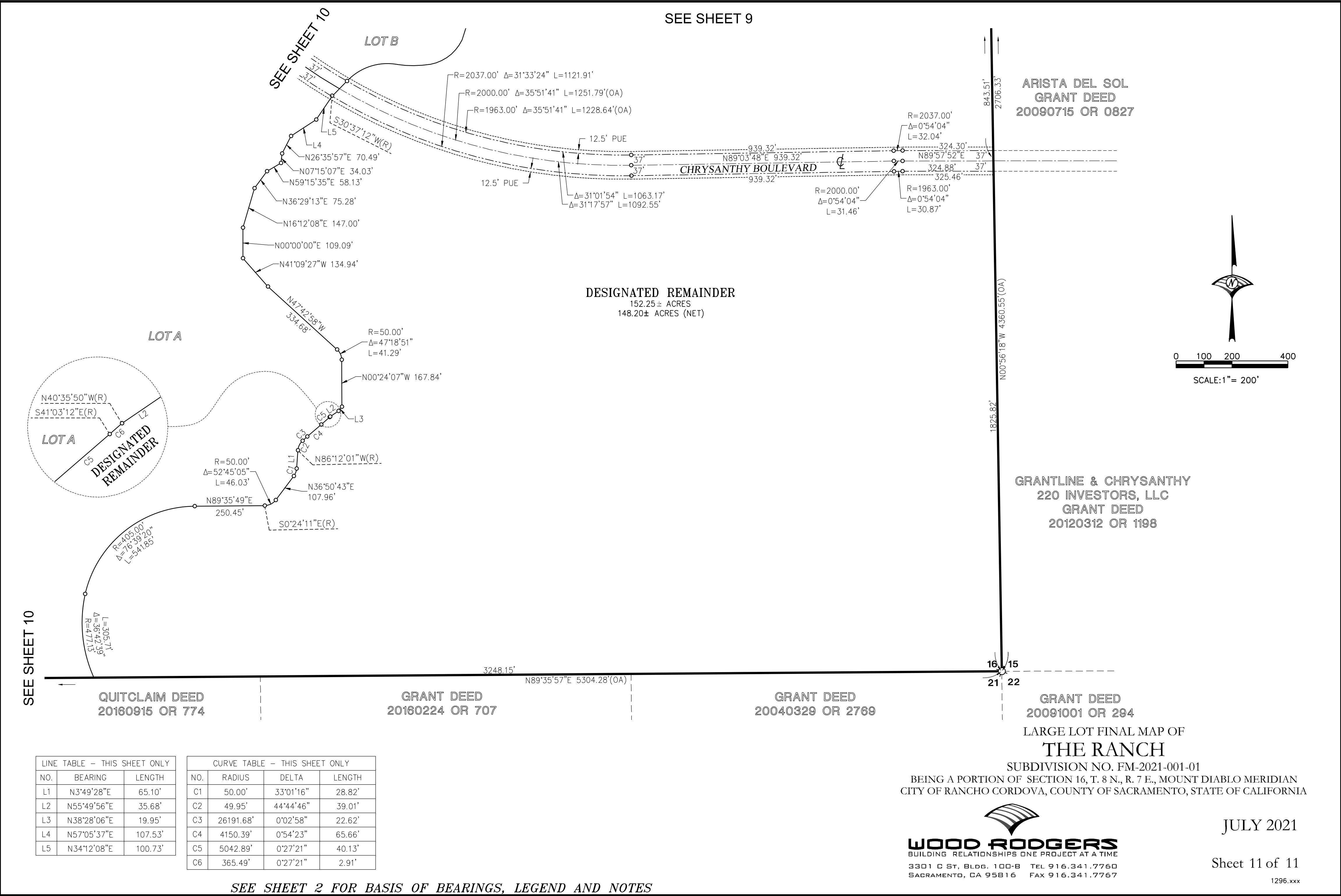
ARISTA DEL SOL
GRANT DEED
20090715 OR 0827

SEE SHEET 11
LARGE LOT FINAL MAP OF
THE RANCH
SUBDIVISION NO. FM-2021-001-01
BEING A PORTION OF SECTION 16, T. 8 N., R. 7 E., MOUNT DIABLO MERIDIAN
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 D ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

JULY 2021
Sheet 9 of 11
1296.xxx





LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N3°49'28"E	65.10'
L2	N55°49'56"E	35.68'
L3	N38°28'06"E	19.95'
L4	N57°05'37"E	107.53'
L5	N34°12'08"E	100.73'

CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	50.00'	33°01'16"	28.82'
C2	49.95'	44°44'46"	39.01'
C3	26191.68'	0°02'58"	22.62'
C4	4150.39'	0°54'23"	65.66'
C5	5042.89'	0°27'21"	40.13'
C6	365.49'	0°27'21"	2.91'

ITEM 9.2.



BYRONY CT

FINAL MAP OF THE RANCH LLM

ATTACHMENT 4

TRADEWAY

CHATEAU CIR

PAWCATUCK WAY

AGEN CIR

FUTURE CHRYSANTHY BLVD

ABLIS WAY

PRIVAS WAY

TOURS WAY

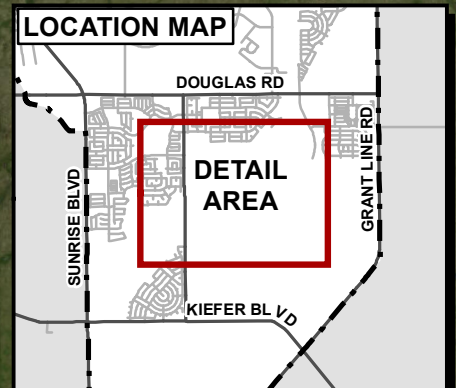
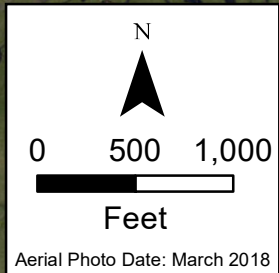
MIRCADO WAY

SOPHISTRY DR

PERICLES DR

MULDOON WAY

RANCHO CORDOVA PKWY



MEMORANDUM



ITEM 9.3.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Associate Civil Engineer

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL APPROVING THE FINAL MAP OF MONTELENA VILLAGES 1&2, SUBDIVISION NO. RC-04-132.1 AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-254**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2021-254 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with Montelena Douglas, LLC. and the recording of the final subdivision map for Montelena Village 1 and 2, creating 127 residentially zoned lots located south of Douglas Road and west of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 20, 2006. A Development Agreement was entered on June 18, 2012. A copy of the final map ([Attachment 3](#)) and copy of the vicinity map ([Attachment 4](#)) are included with this letter.

Roads are offered for dedication with this subdivision. Montelena Douglas, LLC. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. MacKay & Soms, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Geocon Consultants, Inc., dated December 20, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The

2020/2021 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Subdivision Improvement Agreement
3. FM Montelena V1&2
4. VMAP Montelena V1&2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF MONTELENA VILLAGE 1 AND 2, SUBDIVISION NO. RC-04-132.1, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-254 WITH MONTELENA DOUGLAS LLC.

WHEREAS, the City Council approved the Tentative Map on March 20, 2006 per Resolution No. 26-2006; and

WHEREAS, the map is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval.

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Montelena Village 1 and 2, Subdivision No. RC-04-132.1 and does authorize the City Manager to execute Subdivision Improvement Agreement 2021-254 with Montelena Douglas, LLC., in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

ITEM 9.3.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**MONTELENA VILLAGE 1 AND 2 SUBDIVISION NO. RC-04-132.1**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this 19TH day of JULY, 2021, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **Montelena Douglas, LLC**, a California limited liability company (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Montelena Village 1 and 2** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

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

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

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

10. **Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,295,141.00 (Two Million Two Hundred Ninety-Five Thousand One Hundred Forty-One and No/100 dollars)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer

ITEM 9.3.

ATTACHMENT 2 Contract No. 2021-254

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

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

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

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

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

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

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

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the

obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

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

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

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

SIGNATURE PAGE FOLLOWING

ITEM 9.3.

ATTACHMENT 2
Contract No. 2021-254

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA,
California Municipal Corporation

MONTELENA DOUGLAS, LLC
California Limited Liability Company

Cyrus Abhar, City Manager

Date: _____

Date: _____

ATTEST:

Stacy Leitner, CMC, City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF "SUBDIVISION NO. RC-04-132.1 FINAL MAP OF MONTELENA VILLAGE 1 AND 2", THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE UNDERSIGNED OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED VALANCE COURT, COBBLE BROOK DRIVE, HERODIAN DRIVE, ARMANDI WAY, GRANZELLA WAY, LANDES WAY, ROQUEFORT WAY AND VALANCE WAY SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET (5.00') IN WIDTH WITHIN EACH RESIDENTIAL LOT, LYING CONTIGUOUS TO THE PUBLIC ROADS DESIGNATED VALANCE COURT, COBBLE BROOK DRIVE, HERODIAN DRIVE, ARMANDI WAY, GRANZELLA WAY, LANDES WAY, ROQUEFORT WAY AND VALANCE WAY SHOWN HEREON.
- B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF TWELVE AND ONE-HALF FEET (12.5'), SIXTEEN FEET (16'), SEVENTEEN FEET (17') AND TWENTY THREE AND ONE-HALF FEET (23.5') IN WIDTH AND CONTIGUOUS TO THE PUBLIC ROADS DESIGNATED VALANCE COURT, COBBLE BROOK DRIVE, HERODIAN DRIVE, ARMANDI WAY, GRANZELLA WAY, LANDES WAY, ROQUEFORT WAY AND VALANCE WAY SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND UNINTERRUPTED USE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT"(P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT," (L.E.). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- E. AN EASEMENT FOR VISIBILITY TO BE KEPT FREE FROM SIGNS, HEDGES, STRUCTURES, NATURAL GROWTH, FENCES OR OTHER OBSTRUCTIONS TO THE VIEW HIGHER THAN TWO FEET SIX INCHES (2'-6") ABOVE THE NEAREST PAVEMENT SURFACE WITHIN THE AREA OVER AND ACROSS THAT LAND DESIGNATED HEREON AS "VISIBILITY EASEMENT" (V.E.).

MONTELENA DOUGLAS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: 
NAME: CHARLES SOMERS
TITLE: MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

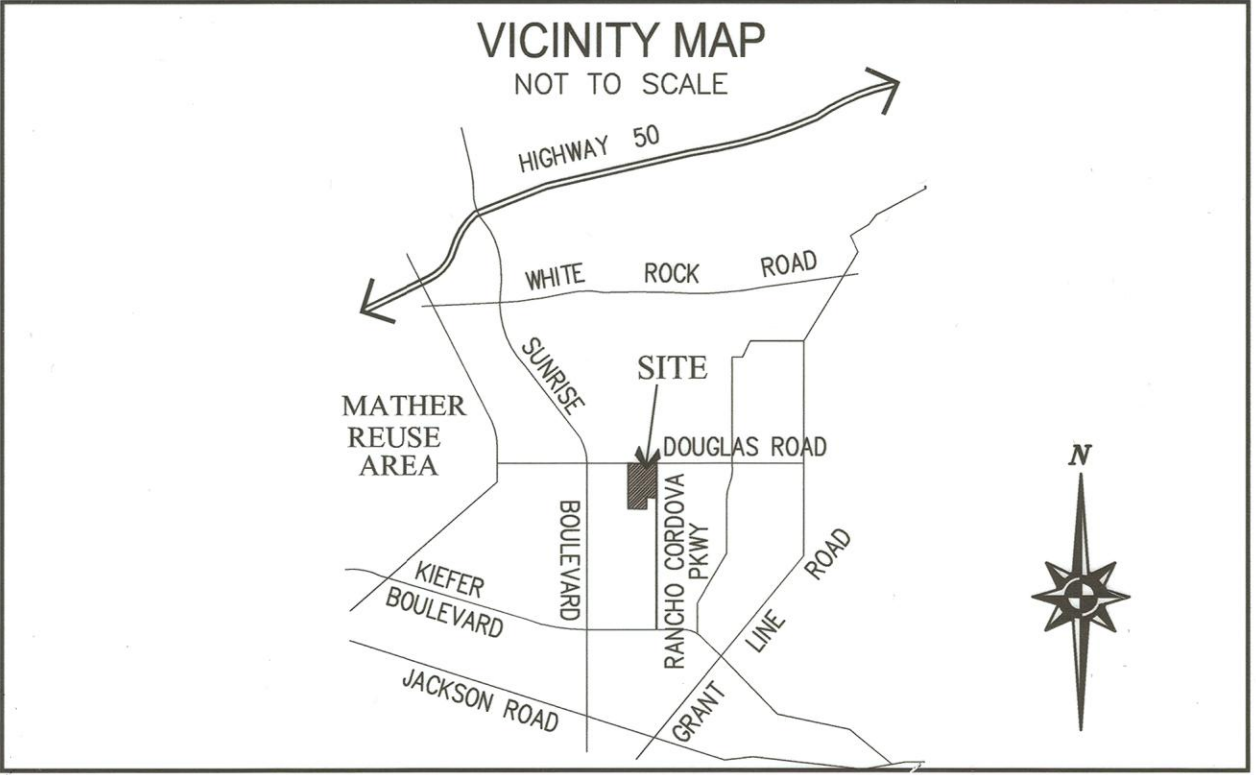
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON JUNE 16, 2021 BEFORE ME, WRENN BRAXTON, A NOTARY PUBLIC
PERSONALLY APPEARED CHARLES SOMERS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
Wrenn Braxton Wrenn BRAXTON
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY

MY COMMISSION EXPIRES: OCT. 30, 2021 MY COMMISSION NUMBER: 2216812



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MONTELENA DOUGLAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN MARCH, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



Paul Ferguson, Jr.
PAUL FERGUSON, JR., P.E. 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 6/15/2021

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF "SUBDIVISION NO. RC-04-132.1 FINAL MAP OF MONTELENA VILLAGE 1 AND 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.



CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 09/30/2022

DATE: _____

CITY SURVEYOR'S STATEMENT

I, HEREBY STATE THAT I AM SATISFIED THAT THIS MAP OF "SUBDIVISION NO. RC-04-132.1 FINAL MAP OF MONTELENA VILLAGE 1 AND 2" IS TECHNICALLY CORRECT.



CITY SURVEYOR, CYRUS E. ABHAR
P.L.S. 7723
EXPIRATION DATE: 12/31/2021

DATE: _____

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS MAP OF "SUBDIVISION NO. RC-04-132.1 FINAL MAP OF MONTELENA VILLAGE 1 AND 2" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE COURT, DRIVES AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND DO CERTIFY THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

STACY LEITNER, CITY CLERK
CITY OF RANCHO CORDOVA, CALIFORNIA

DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DONNA ALLRED, COUNTY RECORDER

FEE: \$ _____

CERTIFICATE NO.: _____

BY: _____

FILE NO.: _____

DEPUTY COUNTY RECORDER

SUBDIVISION NO. RC-04-132.1
FINAL MAP OF
MONTELENA
VILLAGE 1 AND 2

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF MONTELENA" FILED FOR RECORD IN BOOK 406 OF MAPS, AT PAGE 6, S.C.R., SITUATED IN FRACTIONAL SECTION 8 AND SECTION 17, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M.

CITY OF RANCHO CORDOVA • SACRAMENTO COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

JULY 2021

SHEET 1 OF 7 27042

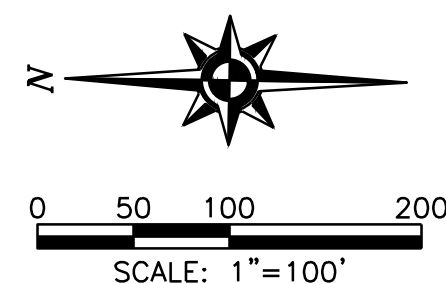
THE BEARING NORTH 00°43'50" WEST AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE WEST BOUNDARY LINE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF MONTELENA" SHOWN IN BOOK 406 OF MAPS, AT PAGE 6 SACRAMENTO COUNTY RECORDS. IS THE BASIS OF BEARINGS FOR THIS MAP.

- (1) 406 B.M. 6 - LARGE LOT MAP
- (2) 324 B.M. 7
- (3) 324 B.M. 9
- (4) 330 B.M. 6

1. ALL CURVE DIMENSIONS ARE RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA OF THIS MAP IS 22.744 ± ACRES, CONSISTING OF 127 RESIDENTIAL LOTS.
3. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 6961.18, DATED DECEMBER 12, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
4. THERE IS A PUBLIC UTILITY EASEMENT (P.U.E.) ON EACH RESIDENTIAL LOT ADJACENT TO THE PUBLIC RIGHT-OF-WAYS SHOWN HEREON. THE P.U.E. IS EITHER 12.5 FEET, 16 FEET, 17 FEET, OR 23.5 FEET IN WIDTH.
5. THERE IS A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH RESIDENTIAL LOT ALONG THE PUBLIC RIGHT-OF-WAYS SHOWN HEREON.
6. ALL FRONT LOT CORNERS WILL BE SET ON A 7.00 FOOT OFFSET ONTO THE DETACHED SIDEWALK ON THE SIDE PROPERTY LINE OR AT 1.00 FOOT PROJECTION OF THE SIDE PROPERTY LINE ONTO THE ATTACHED SIDEWALK WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265".
7. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH 5/8" REBAR, WITH A 1-1/2" ALUMINUM CAP STAMPED "LS 9265", WHERE MONUMENTS FALL WITHIN AN EXISTING FENCE, A 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A FOUR (4) FOOT OFFSET TO THE REAR LOT CORNER.
8. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING ARE HEREBY ABANDONED:
 - A) IRREVOCABLE OFFER OF DEDICATION OF HERODIAN DRIVE AND COBBLE BROOK DRIVE WITHIN LOT 1 PER 406 B.M. 6 (RE-DEDICATED WITH THIS MAP).
 - B) P.E./L.E. ALONG THE IRREVOCABLE OFFER OF DEDICATION OF HERODIAN DRIVE AND COBBLE BROOK DRIVE WITHIN LOT 1 PER 406 B.M. 6 (RE-DEDICATED WITH THIS MAP).
 - C) P.U.E. ALONG IRREVOCABLE OFFER OF DEDICATION OF HERODIAN DRIVE AND COBBLE BROOK DRIVE WITHIN LOT 1 PER 406 B.M. 6 (RE-DEDICATED WITH THIS MAP).

	FOUND MONUMENT AS NOTED
	FOUND 3/4" IRON PIPE WITH ALUMINUM CAP STAMPED "LS 6600" PER (2)/(3)
	FOUND 3/4" IRON PIPE WITH ALUMINUM PLUG STAMPED "LS 7944" PER (4)
	SET 3/4" IRON PIPE WITH ALUMINUM PLUG STAMPED "LS 9265"
	DIMENSION POINT ONLY (SEE NOTES 6 & 7 RE: LOT CORNER MONUMENTS)
	RECORD DATA PER REFERENCE
B.M.	BOOK OF MAPS
COR	CORNER
DN	DOCUMENT NUMBER, OR
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.E.	LANDSCAPE EASEMENT
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
S.S.E.	SANITARY SEWER EASEMENT
V.E.	VISIBILITY EASEMENT
	SHEET REFERENCE
	BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EXISTING R/W AND I.O.D.
	CENTER LINE
	EASEMENT LINE
	SECTION LINE
	ADJACENT PROPERTY LINE

27042



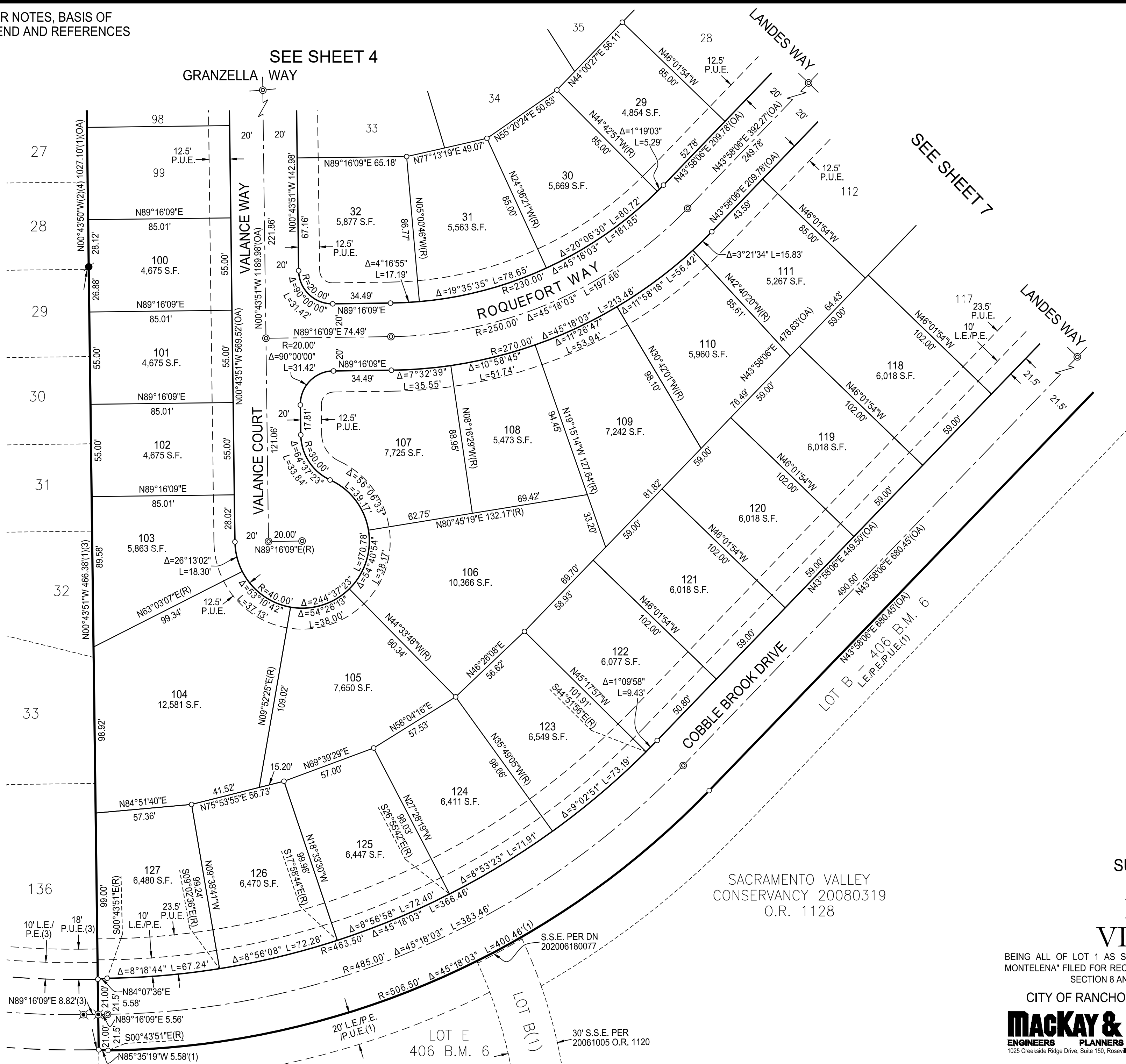
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 4

SEE SHEET 7

ANATOLIA 1 – VILLAGE 2
330 B.M. 6

ANATOLIA 1 – VILLAGE 3
324 B.M. 9



0 20 40 80
SCALE: 1"=40'

SUBDIVISION NO. RC-04-132.1
FINAL MAP OF
MONTELENA
VILLAGE 1 AND 2

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF MONTELENA" FILED FOR RECORD IN BOOK 406 OF MAPS, AT PAGE 6, S.C.R. SITUATED IN FRACTIONAL SECTION 8 AND SECTION 17, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M.

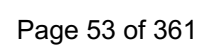
CITY OF RANCHO CORDOVA • SACRAMENTO COUNTY • CALIFORNIA

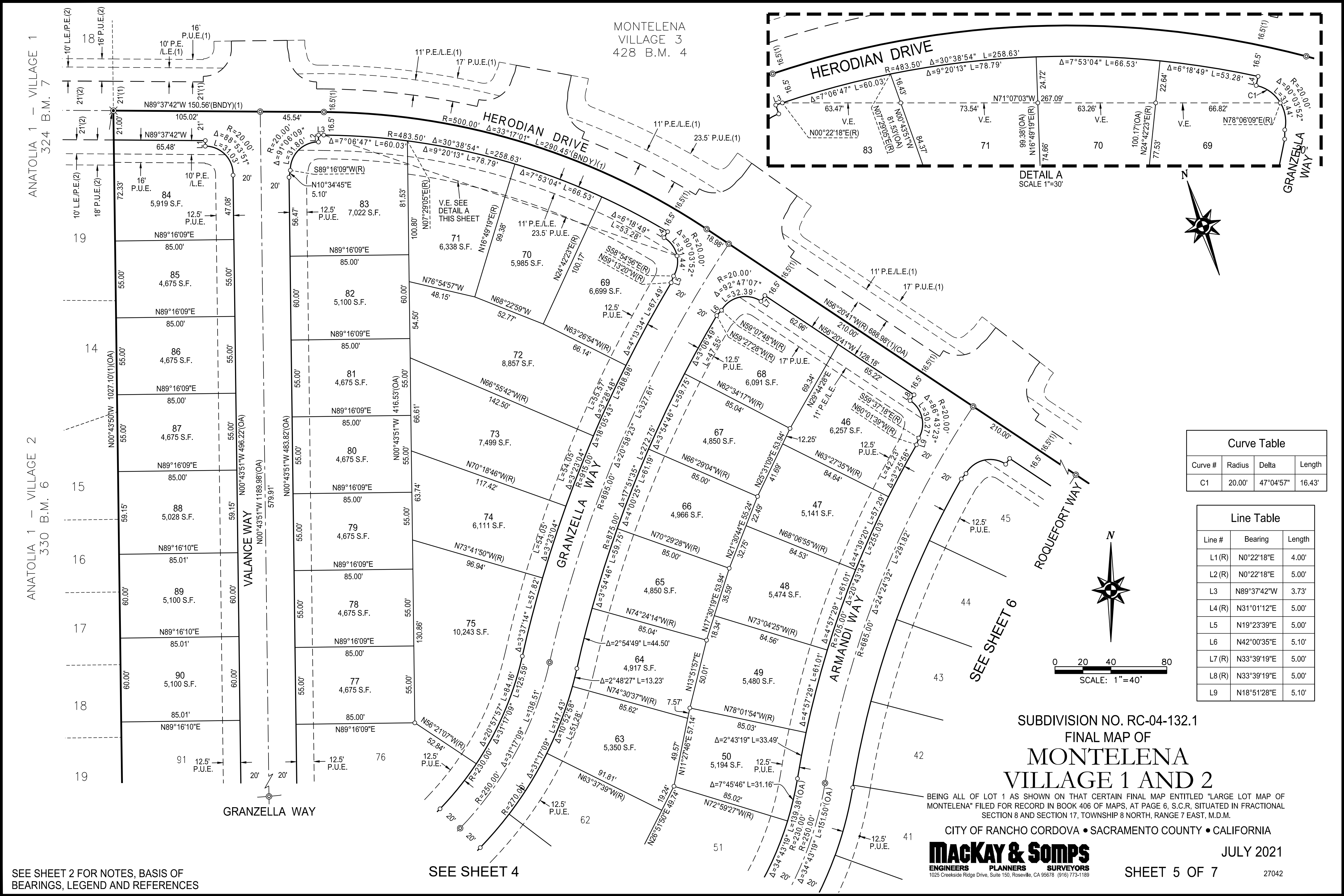
Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

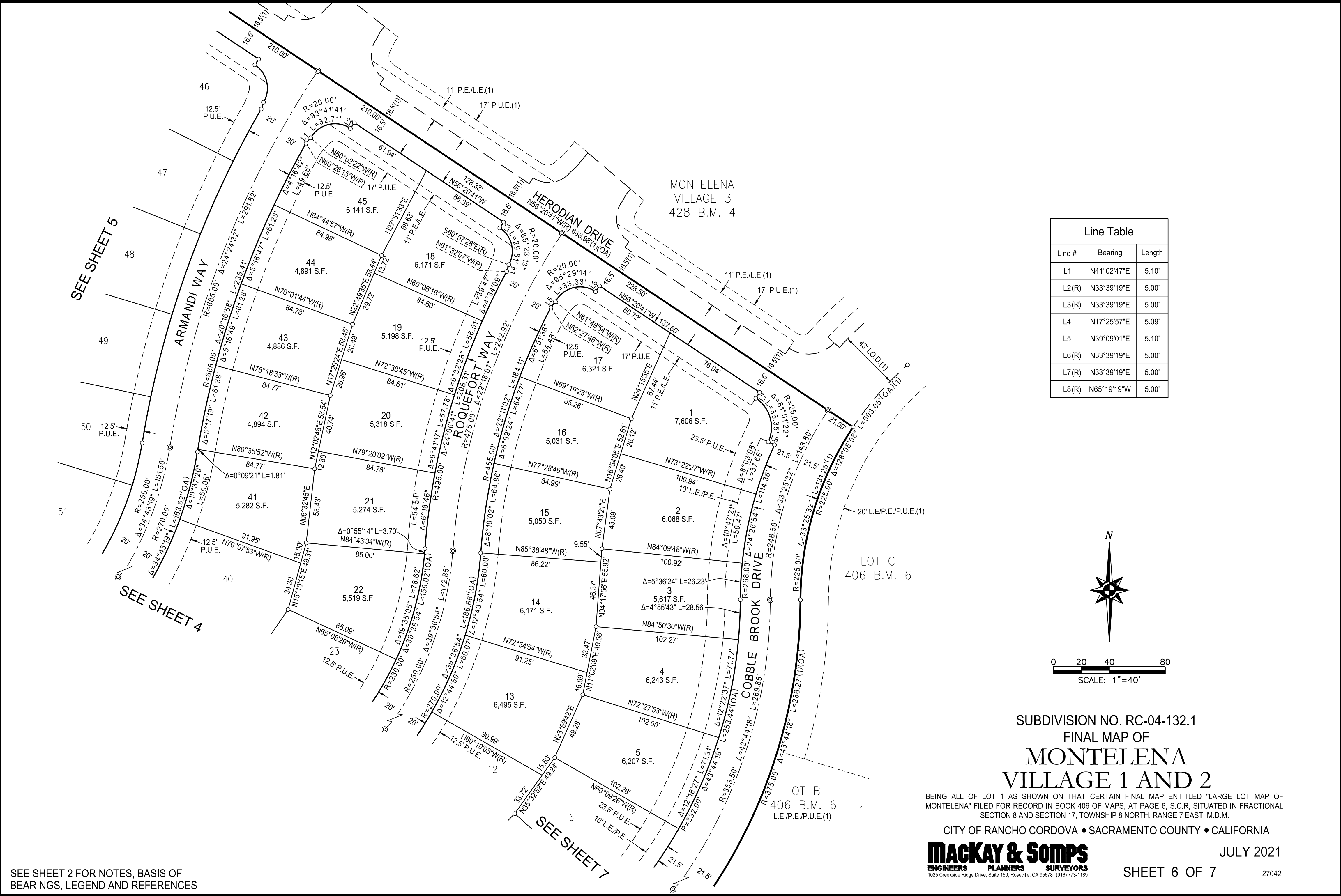
JULY 2021

SHEET 3 OF 7

27042







SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

FINAL MAP OF MONTELENA VILLAGE 1 AND 2



MEMORANDUM



ITEM 9.4.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Kristine Courdy, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AND SUBMIT THE CITY OF RANCHO CORDOVA TRANSPORTATION DEVELOPMENT ACT CLAIM TO RECEIVE FUNDING ALLOCATION TOWARDS THE CHASE DRIVE TO AMERICAN RIVER PARKWAY CONNECTION PROJECT AND PEDESTRIAN CROSSING ENHANCEMENT PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the Public Works Director to execute and submit Rancho Cordova Transportation Development Act claims for the FY 21/22 to the Sacramento Council Area of Governments (SACOG) to receive funding allocation towards the Chase Drive to American River Parkway Connection Project and Pedestrian Crossing Enhancement Project.

BACKGROUND

The City of Rancho Cordova receives Local Transportation funds (LTF) for the City's bicycle and pedestrian program through the Transportation Development Act (TDA). The City receives an allocation of LTF funds from SACOG that average about \$51,100 per year.

The City also received a federal grant in the amount of \$2,362,000 for the Chase Drive to American River Parkway Connection Project. As part of the FY 21/22 Budget, \$150,000 was budgeted from the City's TDA allocation to the Chase Drive to American River Parkway Connection Project (CIP Project CP22-2220) to fulfill the local match grant requirements.

The City received a State Highway Safety Improvement Project grant in the amount of \$242,400 for the Pedestrian Crossing Enhancement Project. This Project includes upgrading

one crosswalk at Peter A McCuen Blvd adjacent to the VA northern Medical Center and four intersections along Zinfandel Drive and Cordova Lane adjacent to Cordova Lane Center School. As part of the FY 21/22 Budget \$120,000 was budgeted from the City's TDA allocation to the Pedestrian Crossing Enhancement Project (CIP Project CP22-2225) to fulfil the local match grant requirements.

Prior to submitting any TDA claims, the City must demonstrate that the funds are budgeted, and that the City has the authority to submit a claim. This resolution authorizes the Public Works Director to execute and submit claims to SACOG for TDA funding.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund. The \$270,000 of TDA funds will be used on the Chase Drive to American River Parkway Connection and Pedestrian Crossing Enhancement Projects.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE
AND SUBMIT THE CITY OF RANCHO CORDOVA TRANSPORTATION DEVELOPMENT ACT
CLAIM FOR FY 21/22 TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

WHEREAS, the City of Rancho Cordova receives Local Transportation Funds for the City's transportation system through the Transportation Development Act (TDA); and

WHEREAS, the City desires to utilize these funds for the Chase Drive to American River Parkway Connection Project and Pedestrian Crossing Enhancement Project; and

WHEREAS, the Sacramento Area Council of Governments requires submission of TDA claims to obtain these funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the Public Works Director to execute and submit a FY 21/22 claim for the Local Transportation Funds in an amount not to exceed \$270,000, along with any subsequent amendments should the amount of the requested funds be adjusted.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.5.

DATE: July 19, 2021
TO: Honorable Mayor and Council Members
FROM: Ka Vang, Management Technician
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE LEVYING OF SPECIAL ASSESSMENTS FOR DELINQUENT CHARGES RELATED TO NUISANCE ABATEMENT AGAINST PROPERTIES AND REQUESTING SACRAMENTO COUNTY TO COLLECT THESE CHARGES ON THE FISCAL YEAR 2020-21 TAX ROLL**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will result in the levying of special assessments on properties that owe delinquent fines and fees related to nuisance abatement actions performed by the City.

BACKGROUND

The City has made great strides in the prevention and enforcement of nuisance property issues. The City has also greatly improved its rental housing inspection program to gain code compliance from these properties. The goals of the City's prevention, enforcement, and nuisance abatement efforts are compliance with the law, protection of the public health and welfare, and the retention and improvement of property values – all of which improve the quality of life for Rancho Cordova residents, businesses, and visitors.

However, costs related to these code enforcement efforts are not fully recovered because many property owners fail to pay the fees and charges owed for violations, inspections, and nuisance abatement.

In 2014, the City Council approved Ordinance No. 27-2014, establishing clear procedures for the recovery of these delinquent accounts by recording liens or special assessments against properties. Cost recovery is an important part of deterring future code violations. It also helps maintain the integrity of the City's code enforcement system.

The Resolution authorizes the approval of the proposed special assessments to go on the tax roll for collection with other municipal taxes.

Property owner received notice and the opportunity to appear before a hearing officer to protest the delinquencies owed. The hearing officer examined the evidence and confirmed any and all delinquent amounts owed. Any protests related to the underlying citations (upon which the delinquencies are based) should have been made during the initial appeal period following the issuance of the citations—which has since passed.

This means that the merits of the underlying citations are not at issue here; the proposed special assessment hearings were to determine whether the amounts owed were correct. The Resolution before Council confirms the amounts owed and is the final step required prior to sending the accounts to the County Assessor.

FISCAL IMPACT AND FUNDING SOURCE

The special assessment levy being assessed to this property will enhance the City's ability to recoup City funds used to gain compliance on this property as well as fund various enforcement programs that specifically address nuisance properties.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Cases for Council 2021

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE LEVYING OF SPECIAL ASSESSMENTS FOR
DELINQUENT CHARGES RELATED TO NUISANCE ABATEMENT AGAINST PROPERTY
AND REQUESTING SACRAMENTO COUNTY TO COLLECT THIS CHARGE ON THE FISCAL
YEAR 2020-21 TAX ROLL**

WHEREAS, The Rancho Cordova Municipal Code establishes standards for property maintenance for owner-occupied and non-owner occupied dwellings that promote the public health, welfare and safety of residents; and

WHEREAS, the City's Neighborhood services Division enforces these provisions through the issuance of warnings and ultimately citations that require property owners and/or occupants to remedy the Code violations and abate the nuisance at issue; and

WHEREAS, California Government Code Sections 38773.5 and 54988 grant cities the authority to make delinquent cost related to abatement of nuisances a special assessment against any parcel after the appropriate notice and opportunity to protect and object to the costs are provided; and

WHEREAS, Section 1.01.200 of the Rancho Cordova Municipal Code establishes the procedures for the recovery of delinquent nuisance abatement charges by special assessment, which include notice and a hearing to object to the delinquent charges and proposed special assessment before a hearing officer; and

WHEREAS, the owners of the property listed on Exhibit A attached thereto and included herein by reference, were mailed notice of said hearing at least 10 days prior to the hearing date of May 19th of 2021. At the hearing, the hearing officer considered all evidence and confirmed delinquent charges owed which could be made a special assessment on the property. The property owners have failed to remit payment of the confirmed charges; and

WHEREAS, the owners of the property listed in Exhibit A were properly notified of the City's intention to levy the special assessment for any unpaid delinquent charges due.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the levying of special assessment for delinquent charges related to nuisance abatement against property and requests Sacramento County to collect this charge on the Fiscal Year 2020-21 Tax Roll.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July 2020 by following vote:

AYES:

ITEM 9.5.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

Code Enforcement Cases					
Case#	Owner Name	Subject Property	Owner Address	APN	Eligible Amount
77822	Artur/Liana Kudbalyan	10025 Bexley Drive, Rancho Cordova, CA 95827	10025 Bexley Drive, Rancho Cordova, CA 95827	068-0350-007-0000	\$ 150,100.00
				Total	<u>\$ 150,100.00</u>

MEMORANDUM



ITEM 9.6.

DATE: July 19, 2021
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **SECOND READING OF AN ORDINANCE ADOPTING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MONTELENA VILLAGES 1,2,4,6, 8, AND VACANT PARCELS IN VILLAGES 9 AND 10 TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would adopt the Amended and Restated Development Agreement for Montelena Villages 1,2,4,6, 8, and vacant parcels in Villages 9 and 10 to Extend the Term of the Development Agreement.

BACKGROUND

On June 21, 2021 the City Council waived the first reading and passed to a second reading for an Amended and Restated Development Agreement for Montelena Villages 1,2,4,6, 8, and vacant parcels in Villages 9 and 10 to Extend the Term of the Development Agreement.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance - Amended and Restated DA for Montelena Villages 1,2,4,6,8,9,10

CITY OF RANCHO CORDOVA**ORDINANCE NO. XX-2021**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE MONTELENA VILLAGES 1, 2, 4, 6, 8 AND
VACANT PARCELS IN VILLAGES 9 AND 10**

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

Section 1. Recitals.

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

B. On April 3, 2006, the City and CP Sunridge, LLC entered into a Development Agreement for the Montelena Project, consisting of 251.9 acres of low-density residential development. (Ordinance Number 10-2006). The Montelena Project is located south of Douglas Road and west of Rancho Cordova Parkway (hereinafter known as the "Property"). The Montelena Project remains undeveloped.

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

D. On February 21, 2006, the City approved an Initial Study and a Mitigated Negative Declaration ("MND") for the Tentative Subdivision Map of the Montelena Project, pursuant to the California Environmental Quality Act ("CEQA"). In the Initial Study and MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR

and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 10-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment.

E. On November 19, 2007, the City approved an amendment to the Agreement ("First Amendment") to clarify that the terms and provisions of the Agreement were not applicable to the fifty (50) acre wetland preserve area established within the Property. (City Ordinance 25-2007.) The First Amendment did not result in any direct physical change to the environment, or any reasonably foreseeable indirect physical change in the environment, thus, no additional environmental review was conducted at that time.

F. Montelena Douglas, LLC was assigned all of the interest of CP Sunridge, LLC in the Agreement in 2008 by virtue of that certain "Assignment and Assumption Agreement Relative to Montelena" dated February 14, 2008, and recorded on February 15, 2008 in the Official Records of Sacramento County at Book 20080215, Page 0899.

G. On June 18, 2012, City and Montelena Douglas, LLC subsequently entered into the "Second Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena" that was recorded on September 6, 2012, in the Official Records of Sacramento County, at Book 20120906, Page 1316 (the "Second Amendment") to memorialize a change in the Project Approvals that City had approved for the Property.

H. The Second Amendment changed the land use designations in Villages 4 and 5 of the Project, encompassing approximately 45.3 acres of the 251.9-acre Project, by removing 85 single-family homes (reducing the total from 875 to 790), and then adding 14.2 acres of commercial use, a 1.6 acre park, and a 2.4 acre fire station site.

I. On August 19, 2013, City and Montelena Douglas LLC subsequently entered into the "Third Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena" that was recorded on September 23, 2013, in the Official Records of Sacramento County at Book 20130923 at Page 0396 (the "Third Amendment") to memorialize changes and modifications to the obligations of the Landowner to pay certain fees for park renovations and improvements, revise park dedication obligations, and to provide for the installation of a pedestrian bridge at the Property. The Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, are hereinafter collectively referred to as the "Amended Development Agreement."

J. MDRE Development LLC ("Landowner") was assigned all of the interest of Montelena Douglas, LLC in Villages 3, 5 and 7 in 2021 by virtue of that certain "Assignment and Assumption Agreement Relative to Montelena" dated January 4, 2021 and recorded on January 12, 2021 in the Official Records of Sacramento County at Book 20210112, Page 0882 (the "Assignment").

K. On February 16, 2021, the City and 2021 MDRE Development LLC subsequently entered in the "Fourth Amendment to Development Agreement by and between the City of Rancho Cordova and MDRE Development LLC relative to Montelena Villages 3, 5, and 7" to extend its term an additional ten (10) years with an expiration date of May 3, 2031.

L. Pursuant to Government Code section 65868, City and Landowner now desire to Amend and Restate the Amended Development Agreement with the effective date being the effective date of this Adopting Ordinance and extend for a period of ten (10) years (until _____, 2021), and Restate the previously adopted Development Agreement for Villages 1, 2, 4, 6, 8, and vacant parcel in Villages 9 and 10, as more fully set forth in this Amendment. The Amended and Restated Development Agreement will not have a significant adverse impact on the environment. The Amended and Restated Development Agreement will not result in any direct physical change to the environment, or any reasonably foreseeable indirect physical change in the environment. The action by the City Council would extend the term of the Agreement for Villages 1, 2, 4, 6, 8, and vacant parcel in Villages 9 and 10 an additional ten (10) years from the effective date of this Ordinance. Additionally, it will Restate the previous Development Agreement that was adopted for these villages that has since expired. Any potential environment impacts for the Montelena project were previously analyzed in an EIR for the SunRidge Specific Plan and a supplemental MND for changes to the zoning of various properties within the Montelena project area.

M. On June 21, 2021, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the SDCP/SRSP EIR; (d) the Montelena MND; the City Council finds and determines that:

A. The Amended and Restated Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) The Project remains low-density residential and consistent with the General Plan and Zoning; (b) the Project is consistent with the fiscal policies of the General Plan with respect to provisions of infrastructure and public services; and, (c) the Amended Development Agreement would extend the term of the Agreement an additional ten (10) years from the effective date of this Ordinance and Restate the previous Development Agreement that was adopted for these villages that has since expired..

B. The Amended and Restated Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Amendment and Amended Development Agreement will extend the term of the Agreement Amended and Restate a Development Agreement that would continue to implement land use guidelines set forth in the General Plan and help fund infrastructure and parks needed to serve new development.

C. The Amended and Restated Development Agreement will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.

D. The Amended and Restated Development Agreement will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.

E. The Amended and Restated Development Agreement is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5 and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Amended and Restated Development Agreement.

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

Section 4: Recordation

Within ten (10) days after the Amended and Restated Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND MONTELENA DOUGLAS, LLC, CHRYSANTHY RD. INV., LLC
AND PREMIER CHRYSANTHY, LLC FOR VILLAGES 1, 2, 4, 6, 8, AND VACANT PARCELS IN
VILLAGES 9 AND 10.

**DEVELOPMENT AGREEMENT
RELATIVE TO MONTELENA**

This Development Agreement ("Agreement" or "Development Agreement") is entered into as of this [REDACTED] day of [REDACTED], 2021, by and between City OF RANCHO CORDOVA, a municipal corporation ("City"), Montelena Douglas, LLC ("Landowner"), Chrysanthy RD. INV., LLC ("Landowner"), and Premier Chrysanthy, LLC ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the "Development Agreement Statute") and Rancho Cordova Municipal Code chapter 23.158, authorize the City and any person having a legal or equitable interest in real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. Landowner owns in fee title that certain [REDACTED] parcel located in City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property" or "Developer's Property"), which is the subject of this Development Agreement.

C. Public Hearing and Approval of this Agreement. On _____, 2021, City Council of City of Rancho Cordova, serving as City's planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. XX-2021 approving this Agreement. City approved Ordinance No. XX-2021 on [REDACTED], 2021.

D. Environmental Review. On February 21, 2006, City Council certified, as adequate and complete, the Mitigated Negative Declaration ("MND") for the Project. Mitigation measures were required in the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by City Council concurrently with this Agreement.

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

1.1. The Sunridge Specific Plan adopted by County, as adopted by City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");

1.2. The MND. The Mitigation Measures in both the Environmental Impact Report ("EIR") and the MND are incorporated into the Project and into the terms and conditions of this Agreement.

1.3. The Rezoning of the Property, approved by City on April 3, 2006, by City Ordinance No. 09-2006;

1.4. The Sunrise Douglas Community Plan approved by the Sacramento County Board of Supervisors on July 17, 2002, and adopted by City Resolution No. 2002-0900;

1.5. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by City on April 3, 2006, by City Resolution No. 26-2006;

1.6. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by City on April 3, 2006, by City Resolution No. 26-2006;

1.7. The Rezoning of Villages 4 and 5 approved by City on April 16, 2012, by City Ordinance No. 07-2012;

1.8. The Rezoning of Villages 4 and 5 approved by City on August 19, 2013, by City Ordinance No. 23-2013

1.9. This Development Agreement, as adopted by City Ordinance No. XX-2021 (the "Adopting Ordinance"), on June 21, 2021.

F. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

G. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

H. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

I. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. XX-2021, City found that this Development Agreement satisfies Government Code section 65867.5, and this Agreement is consistent with the requirements of the General Plan.

J. Development Agreement Exhibits. All exhibits associated with the following Development Agreement and Amendments are incorporated herein in full:

J.1 Development Agreement By and Between City of Rancho Cordova and CP Sunridge, LLC dated April 3, 2006; Exhibits A-1 through G.

J.2 First Amendment to Development Agreement By and Between City of Rancho Cordova and CP Sunridge, LLC dated November 19, 2007; Exhibits A-1 and A-2.

J.3 Second Amendment to Development Agreement By and Between City of Rancho Cordova and Montelena Douglas, LLC dated June 18, 2012; Exhibits A-1, A-2, B, B-1, C, C-1, D-1, D-2, E, H, I.

J.4 Third Amendment to Development Agreement By and Between City of Rancho Cordova and Montelena Douglas, LLC dated August 19, 2013; Exhibits 1 through 4.

AGREEMENT

1. **Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth herein, and all exhibits attached hereto, are hereby incorporated into this Development Agreement as if set forth herein in full.
2. **Description of Property.** The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").
3. **Additional Project Approvals.** The City and Landowner acknowledge and agree that the Additional Project Approvals described above have been granted for the Property and vested for the term of the Development Agreement.
4. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.
5. **Effective Date and Term.**

5.1 Effective Date. The effective date of this Agreement ("Effective Date") is the effective date of the Adopting Ordinance.

5.2 Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of ten (10) years (until_____, 2031), unless said term is terminated, modified, or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3 Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in the Exhibits referenced in J.1 through J.3 of this Agreement.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement

shall vest the Project Approvals against subsequent City resolutions, ordinances, and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

6.4. Additional Conditions.

6.4.1. New Park Development Obligation. City and Landowner agree that Landowner's obligation to dedicate land for new parks and open space shall be satisfied by Landowner's dedication of 15.4± net acres of park land within the Project, set forth more specifically in the Third Amendment exhibits (the "Dedicated Land"). The Dedicated Land consists of 10.8 acres for a community park (Park Site A) and two neighborhood parks consisting of a total of 4.6 acres (Park Sites B and C).

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Cordova Recreation and Park District and the City to design, construct and install park improvements (the "Park Development Impact Fee"). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project.

The amount of the Park Development Impact Fee will depend on which parks the Landowner constructs.

Prior to the recordation of the first final small lot subdivision map on any portion of the Property, the Landowner, in its sole discretion, shall decide, whether it will construct: (1) none of the three parks; (2) the two neighborhood parks (Park Sites B and C), but not the community park (Park Site A); or (3) both neighborhood parks and the community park (all three parks), as shown in the Third Amendment exhibits.

For any parks the Landowner decides to construct, its obligation is to design, construct and install park facility improvements (i.e., "turnkey parks") consistent with (i) the "Park Development Agreement" being negotiated between the Landowner and the Cordova Recreation and Park District, and (ii) then applicable City standards. The Landowner shall inform the City of its decision about which parks it will construct in writing prior to the approval of the first final small lot subdivision map on any portion of the Property such that the City may reflect that decision in approval documents and/or subdivision improvement agreements for final small lot subdivision maps on the Property. The Landowner's decision shall be a one-time decision which shall fix the Park Development Impact Fee for all residential units in the Project.

If the Landowner decides to construct none of the three (3) parks, the Park Development Impact Fee will be Ten Thousand Four Hundred Sixty Dollars (\$10,460) for each single-family residential parcel or residential parcel equivalent.

If the Landowner decides to construct the two (2) neighborhood parks (Park Sites B and C), but not the community park (Park Site A), the Park Development Impact Fee will be Eight Thousand Seventy-Nine Dollars (\$8,079) for each single-family residential parcel or residential parcel equivalent.

If the Landowner decides to construct both neighborhood parks and the community park (all three (3) parks), the Park Development Impact Fee will be Two Thousand Two Hundred Fifteen Dollars (\$2,215) for each single-family residential parcel or residential parcel equivalent.

Regardless of the Landowner's decision about which parks to construct, the Park Development Impact Fee shall be adjusted on March 1, 2014, and annually thereafter no later than March 15th by the method provided in City Ordinance No. 24-2004 as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous January; however the March 2014 adjustment factor shall be computed by dividing the "mean" index for January 2013.

The Park Development Impact Fee shall not include the cost of park street frontage improvements at parks. If and when the City amends the Citywide Park Improvement Fee, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in the Third Amendment. City further agrees and acknowledges that the 15.4 acres of park land dedication being provided at the Project pursuant to the Third Amendment will satisfy the park land dedication requirements of Resolution No. 28-2005.

6.4.2. Timing of Dedications and Improvements of Parks. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowners shall irrevocably offer for dedication to the Cordova Recreation and Park District that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map, and either (a) enter into a park development agreement with the Cordova Recreation and Park District for the improvement of the applicable Park Site(s) within that portion of the Dedicated Land situated within said residential small lot final subdivision map if the Landowner has

elected to construct park facility improvements under Section 6.4.1 above at any Park Site and pay the Park Development Impact Fee in the applicable amount, or (b) be required to only pay the applicable Park Development Impact Fee if the Landowner has elected pursuant to Section 6.4.1 not to construct improvements at any of the Park Sites.

6.4.3. In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each residential parcel shown on the final maps for the Property (the "Park Renovation Fee"). Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in the Development Agreement exhibits. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.

6.4.4. Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 24-2006 pertaining to Police Tax Zone 30. Within one hundred eighty (180) days following the date of the City Council's approval of the Second Amendment, City shall form a Police Services Community Facilities District (CFO) and Landowner shall support the inclusion of the Project in the CFO and cover Landowner's fair share costs of the CFO formation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new CFD will provide that on lands designated for all residential land use categories, the base year FY 2011/2012 Police Maximum Services Special Tax shall be Four Hundred Fifty Dollars (\$450) annually per residential unit or residential unit equivalent, and that the base year amount of the Police Maximum Services Special Tax per unit for all non-residential land use categories (except Recreational and Agricultural) shall be up to One Thousand Dollars (\$1,000) per acre annually as determined by the City. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel and there will be no undeveloped land tax imposed by the CFD. The new CFD shall further provide that on each July 1 commencing July 1, 2012, the base year Police Special Tax shall be escalated by the increase, if any, in the United States

Department of Labor Consumer Price Index ("CPI") for All Urban Consumers (1982-84 = 100) for the San Francisco-Oakland-San Jose Area. The CPI used shall be as determined by the United States Department of Labor Bureau of Labor Statistics from April to April, beginning with the period from April 2011 to April 2012. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the CFD in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within sixty (60) days of the inclusion of the Property in the Police Services CFD, the City Council will rescind City Ordinance No. 24-2006 pertaining to Police Tax Zone 30. The Landowner acknowledges that no final small lot subdivision maps shall be submitted to the City for approval prior to the formation of the Police Services CFD. Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this Agreement the difference between the amount of the Police Special Tax before the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above.

6.4.5. Road Maintenance Conditions. Landowner shall provide a funding mechanism for maintenance services for all new public improvements associated with the project, including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and streetlights. This may be accomplished through annexation to City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by Landowner.

6.4.6. New Supplemental Traffic Impact Fee. City and Landowner agree the Landowner shall pay a new supplemental traffic impact development fee to the City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the "Supplemental Traffic Impact Fee"). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. Landowner's agreement to pay the Supplemental Traffic Impact Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the additional Project Approvals are changed or rescinded in any manner without the Landowner's consent, then Landowner's obligation to pay the Supplemental Traffic Impact Fee shall automatically cease; provided, reciprocally, that if for any reason the amount of the Supplemental Traffic

Impact Fee is challenged or overturned, Landowner's vested rights under the Second Amendment to develop the Property consistent with the Additional Project Approvals shall, at City's sole discretion, cease and terminate. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements other than those immediately adjacent to the Property, including Chrysanthy Boulevard, Rancho Cordova Parkway, and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact fee to fund Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees.

6.4.7. Rancho Cordova Parkway Left Turn Lane Pocket. City and Landowner agree the Landowner shall have the right to construct a left turn pocket on northbound Rancho Cordova Parkway in order to provide left turn access into the approximately 14.2-acre commercial parcel at the Property, as generally shown referred to in K.1. This right shall be vested for the duration of the Development Agreement.

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

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

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of the City's Public Works Department.

At the discretion of the City's Public Works Department, the final lift of asphalt only (e.g., upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy in a phase. The structural street section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed. All other improvements shall be fully completed and accepted for maintenance prior to issuance of the first building permit in the applicable phase.

6.4.9. New Pedestrian Bridge. City and Landowner agree the Landowner shall have the obligation to install a new pedestrian bridge (the "Bridge") over the drainage canal located in the southwest corner of the park identified as Park Site A in the Third Amendment exhibits. The Bridge shall be a steel H-5 loading "Bow truss" design bridge with a ten (10) foot wide wood deck travel lane for pedestrian use (as measured inside rail to inside rail). Plans and specifications for the Bridge shall be prepared by Landowner in substantial compliance with the design on the Pedestrian Bridge Design exhibit, and be approved by the City; such City approval will not to be unreasonably withheld, conditioned, or delayed. The Bridge shall be installed when the park improvements are constructed at the park in Park Site A shown on the Park Site Dedications exhibit.

7. Applicable Rules, Regulations, Fees, and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees, or charges.

7.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required

for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Subsequently Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees, and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Development Impact Fees, Exactions, and Dedications. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances; provided however, that in recognition of the New Supplemental Traffic Impact Fee, Landowner shall not have to pay any new supplemental fees to pay for traffic improvements." Except as otherwise provided in this Agreement, Exactions required by City to be paid by Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District ("CFD") or other such financing mechanism acceptable to City, subject to and in accordance with the provisions thereof.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the

CFD of a cash amount equivalent to its proportionate share of costs for the Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners' option to install the Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10A. Service District for Maintenance.

10A.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys, and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g., speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains, or ornamental structures.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and

conducting weed abatement, and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.4.3 and 6.4.4 of this Agreement.

10A.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to City or Park District shall be excluded from any assessment to be imposed by the Services District.

10B. Improvement of On-Site Detention Basin. City and Landowner acknowledge that improvements to the on-site detention basin are required to meet the intent of the original approvals of the Montelena Project. Such improvements are conceptually depicted on Exhibit "I" attached hereto and incorporated herein by reference, and completion of such improvements shall be the obligation of the Landowner. City and Landowner agree that the final improvements for the on-site detention basin shall be designed so as to attempt to avoid triggering any requirement to obtain a Section 404 Permit from the U.S. Army Corps of Engineers, and further agree that should it be subsequently determined that the final improvements would require a Section 404 Permit, then the City and Landowner will meet and confer to revise the final improvements so as to redesign or eliminate any recreational or public access improvements that were a basis for the permit requirement. The Landowner will be responsible for permits required due to drainage improvements. The net holding capacity of the on-site detention basin in terms of water volume shall not be changed by the final improvements, and no amendments to the approved drainage master plan or further approvals by the City of Rancho Cordova or County of Sacramento shall be required. Outside the on-site detention basin along its bank edges shall be an approximately 12 ft. wide paved path with landscaping as depicted on Exhibit "I." Certain paths and other improvements as identified in Exhibit "I" will be funded by the Project's Park Development Impact Fee and be maintained by the new lighting and landscaping district or a new park maintenance district or Cordova Park and Recreation District. Construction of the final improvements to the on-site detention basin shall be included as part of the small lot phasing plans for Village 1 prepared and submitted to the City for approval pursuant to the provisions of Section 6.4.8

10B.1. Detention Basin Improvements. Third Amendment exhibits, incorporated by reference, identify improvements that Landowner will construct to the detention basin and its surrounding edge, and it is hereby agreed that they replace Exhibit "I" of the Second Amendment in its entirety. The trails and other landscaping improvements are conceptually shown on Exhibit 3. The construction of improvements within the detention basin are shown in Exhibit 4 and will satisfy the detention basin improvement obligation described in Section 10B

ITEM 9.6.

Exhibit A to the Ordinance

of this Development Agreement. City agrees with Landowner that due to grading and the hydrology of the detention basin, trails will not be placed inside or routed through the detention basin.

10C. Affordable Housing Requirement Satisfaction. City and Landowner agree and acknowledge that the Project's affordable housing obligation will be fully satisfied by the Landowner's dedication to the City of the approximately two (2) acre parcel of land for the new fire station site at the Project identified in Recital "D" which will allow the City to subsequently exchange that two (2) acre parcel for a fire station site or other appropriate land at another location which can then be combined with other lands owned by the City and be better used for providing affordable housing. At the time the Final Large Lot Parcel Map for Villages four (4) and five (5) is recorded, Landowner shall dedicate to the City the new fire station site.

10D. Stormwater Drainage Maintenance District. City and Landowner agree and acknowledge that the Project's stormwater drainage system will need ongoing maintenance following its installation. Landowner agrees that prior to the recordation of the first final subdivision map at the Property, Landowner shall annex the Property into a new stormwater drainage maintenance district formed by the City for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project's storm water drainage system. If a new district has not been formed by the City prior to the time of recordation of the first final subdivision map at the Project, then Landowner may satisfy this obligation by annexing the Property into the County of Sacramento Stormwater Utility District, prior to the recordation of the first final subdivision map, pursuant to the Sacramento County Water Agency Code and comply with the Sacramento County Improvement Standards.

10E. Landscape Corridor Lots. City and Landowner agree that whenever Landowner records a final map for any of the Landscape Corridor Lots "H" through "T" as shown on the Tentative Map for the Property attached as Exhibit C to the Second Amendment, after all the improvements have been completed and accepted by the City the Landowner shall within thirty (30) days thereafter transfer ownership of said lots to the City and the City will accept ownership and maintenance responsibility for said lots from and after the date of transfer. City agrees to accept title to the Landscape Corridor lots subject to any public utility easements that may have been granted therein, including, but not limited to, easements granted to the Sacramento County Water Agency.

11. Amendment or Cancellation.

11.1 Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by City Council in accordance with the Municipal Code and this Agreement.

11.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.3 Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant."

11.4 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

11.5 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

12. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

13. Annual Review.

13.1 Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2 Initiation of Review. City's Planning Director shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do

so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

- 13.3 Staff Reports.** City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.
- 13.4 Costs.** Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.
- 13.5 Non-compliance with Agreement; Hearing.** If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, City Council may impose conditions that it considers necessary and appropriate to protect the interest of City.
- 13.6 Appeal of Determination.** The decision of City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void, or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).
- 14. Default.** Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.
- 14.1 Procedure Regarding Defaults.**
- 14.1.1 Notice.** The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.
- 14.1.2 Cure.** The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction, or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

14.1.3 Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.1.4 Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

14.1.5 Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

14.1.6 Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this

Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

16. Mortgagee Protection; Certain Rights of Cure.

16.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

16.3 Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in City's notice. City, through its City Manager, may extend the cure period provided in Section 14.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

- 17. Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable, and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.
- 18. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.** Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.
- 20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement.** If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.
- 21. Transfers and Assignments.** From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer, or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit F and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City, and the form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.
- 22. Agreement Runs with the Land.** Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of

California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

23. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. Insurance.

25.1 Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than One Million Dollars (\$1,000,000) and a deductible of not more than Ten Thousand Dollars (\$10,000) per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

25.2 Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

25.3 Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards,

commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

- 26. Excuse for Nonperformance.** Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.
- 27. Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of Landowner and, City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.
- 28. Notices.** All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

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

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Landowner shall be addressed as follows:

Montelena Douglas, LLC
Attn: Charles Somers
5241 Arnold Avenue
McClellan, CA 95652

Chrysanthy Rd. Inv., LLC
Attn: Charles Somers
5241 Arnold Avenue
McClellan, CA 95652

Premier Chrysanthy LLC
Attn: Kevin Yttrup
8483 Douglas Plaza Drive, Suite 110
Granite Bay, CA 95746

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 18 pages and 9 Exhibits, which constitute the entire understanding and agreement of the parties.

30. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Fourth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. XX-2021, adopted by the Council of the City on this ____ day of _____ 2021, and Landowner has caused this Fourth Amendment to be executed.

SIGNATURES ON FOLLOWING PAGE

ITEM 9.6.

**ATTACHMENT 2
Exhibit A to the Ordinance**

“CITY”

City of Rancho Cordova

By: _____

Name: Cyrus Abhar

Title: City Manager

Date: _____, 2021

“LANDOWNER”

Montelena Douglas, LLC

By: _____

Name: Charles Somers

Title: President

Date: _____, 2021

“LANDOWNER”

Chrysanthy RD. INV., LLC

By: _____

Name: Charles Somers

Title: Managing Member

Date: _____, 2021

“LANDOWNER”

Premier Chrysanthy, LLC

By: _____

Name: Kevin Yttrup

Title: Managing Member

Date: _____, 2021

ATTEST:

Stacy Leitner, City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2021

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EXHIBIT LIST

J.1

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Montelena Large Lot Tentative Subdivision Map
Exhibit C:	Montelena Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit F:	Form of Assignment
Exhibit G:	Infill Park and Open Space Map

J.2

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property

J.3

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Montelena Large Lot Tentative Subdivision Map
Exhibit C:	Montelena Small Lot Tentative Subdivision Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Diagram of Park Land Dedication
Exhibit H:	Rancho Cordova Parkway Left Turn Lane Pocket
Exhibit I:	Montelena Recreation Amenities Concept Diagram

J.4

Exhibit 1:	Park Site Dedications
Exhibit 2:	Pedestrian Bridge Design
Exhibit 3:	Montelena Recreation Amenities Concept Diagram
Exhibit 4:	Conceptual Detention Basin Improvements

3788470.1

**J.1 Development Agreement By and Between City of Rancho Cordova and CP
Sunridge LLC dated April 3, 2006; Exhibits A-1 through G**

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

1467.001
02/01/05
PJ

EXHIBIT "A-1"

DESCRIPTION OF
MONTELENA DEVELOPMENT AGREEMENT

All that certain real property situate within Fractional Section 8 and Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, being further described as follows:

Beginning at a found Three-Quarter inch (3/4") iron pipe marking the closing corner of said Fractional Section 8; thence from said POINT OF BEGINNING, along the East line of said Fractional Section 8, South 00°44'24" East a distance of 1741.58 feet to the Northeast corner of said Section 17; thence along the East line of said Northeast One-Quarter of Section 17, South 00°44'04" East a distance of 1549.20 feet to the Southeast corner of Parcel "B" of the certain Parcel Map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records; thence leaving said East line of the Northeast One-Quarter of Section 17 along the South line of said Parcel "B", South 89°51'16" West a distance of 1000.03 feet to the Southwest corner of said Parcel "B"; thence along the West line of Parcel "C" of said parcel map, South 00°44'04" East a distance of 1097.70 feet to the South line of said Northeast One-Quarter of Section 17; thence along said South line of the Northeast One-Quarter of Section 17, South 89°45'38" West a distance of 1750.15 feet to an angle point on the Easterly line of Anatolia as shown on that certain final map entitled "Subdivision No. 01-.0385.0 Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records; thence along said Easterly line of said map for the following two (2) courses and distances:

1. North 00°43'51" West a distance of 2644.73 feet; and
2. North 00°43'50" West a distance of 1746.24 feet to a point on the South line of Rancho Rio de los Americanos;

thence along said South line of Rancho Rio de los Americanos for the following two (2) courses and distances:

1. South 89°37'42" East a distance of 802.94 feet; and
2. North 89°37'47" East a distance of 1946.87 feet to the Point of Beginning.

Containing 251.654 acres of land, more or less.

See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

1467.001
02/01/05
PJ

This description is for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

Date: 2/2/06



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2
DIAGRAM OF THE PROPERTY

PLAT TO ACCOMPANY
DESCRIPTION

MONTELENA
DEVELOPMENT AGREEMENT
PORTION OF THE SECTION 17 &
FRACTIONAL SECTION 8, T.8N., R.7E.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA
SOUTH LINE OF
RANCHO RIO DE
LOS AMERICANOS

DOUGLAS ROAD

Map Details:

- Top Boundary:** S89°37'42"E 802.94'
- Right Boundary (Top):** S00°44'24"E 1741.58'
- Right Boundary (Middle):** S00°44'04"E 1549.20'
- Bottom Boundary:** S89°45'38"W 1750.15'
- Left Boundary:** N00°43'51"W 2644.73'
- Internal Divisions:**
 - Vertical: N00°43'50"W 1746.24'
 - Horizontal: S00°44'24"E 1741.58'
- Parcel Numbers:** 067-0030-012, 067-0030-013, 067-0030-014, 067-0030-017, 067-0030-018
- Surveyor's Seal:** PROFESSIONAL LAND SURVEYOR CRAIG E. SPIES, No. 7904, 12/31/87
- County Stamp:** SAN JAC CO DEPT OF PUBLIC WORKS, 1977, LS 2901
- North Arrow:** Points North
- Scale:** 1"=600'
- Other Labels:** ROAD, JAEGER, SOUTH LINE OF PARCEL B 31 P.M. 37, WEST LINE OF PARCEL C 31 P.M. 37, PARCEL C 31 P.M. 37

LEGEND:
P.O.B. POINT OF BEGINNING

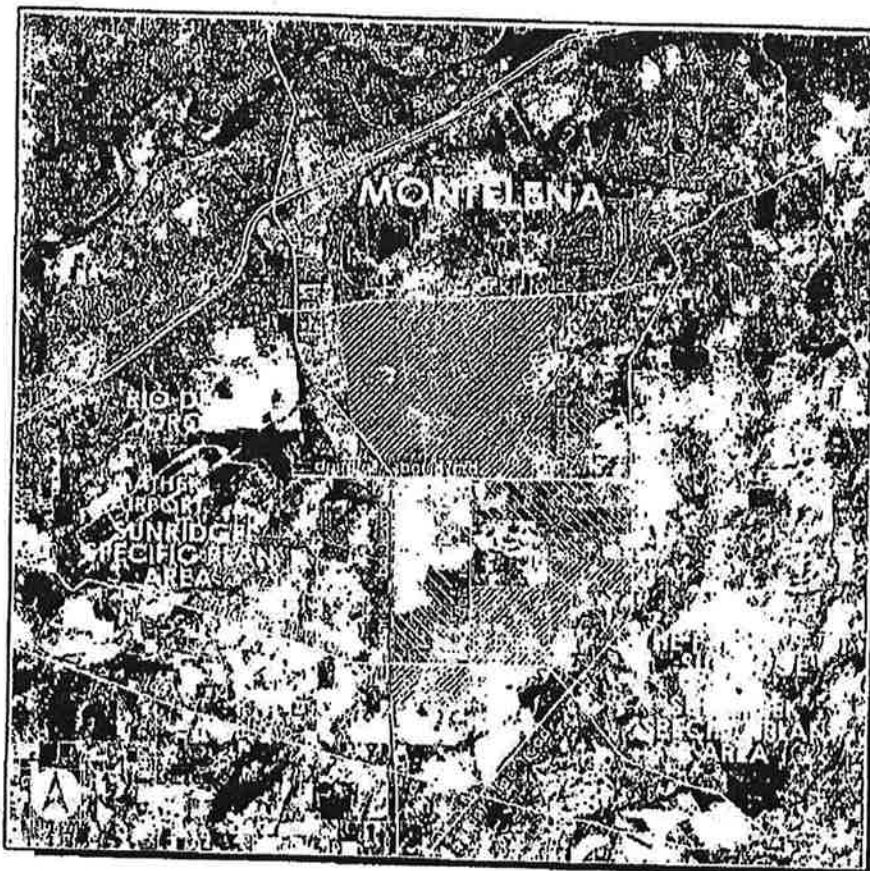
SOUTH LINE OF
NORTHEAST 1/4
SECTION 17

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7780
Sacramento, CA 95816 Fax 916.341.7787

EXHIBIT A-2 LOCATION MAP

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 31, 2006



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 O STREET, SUITE 100-8, SACRAMENTO, CA 95816
PHONE: (916) 241-7760 FAX: (916) 241-7767

EXHIBIT B

MONTELENA LARGE LOT TENTATIVE SUBDIVISION MAP

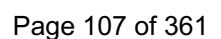


EXHIBIT C

MONTELENA SMALL LOT TENTATIVE SUBDIVISION MAP

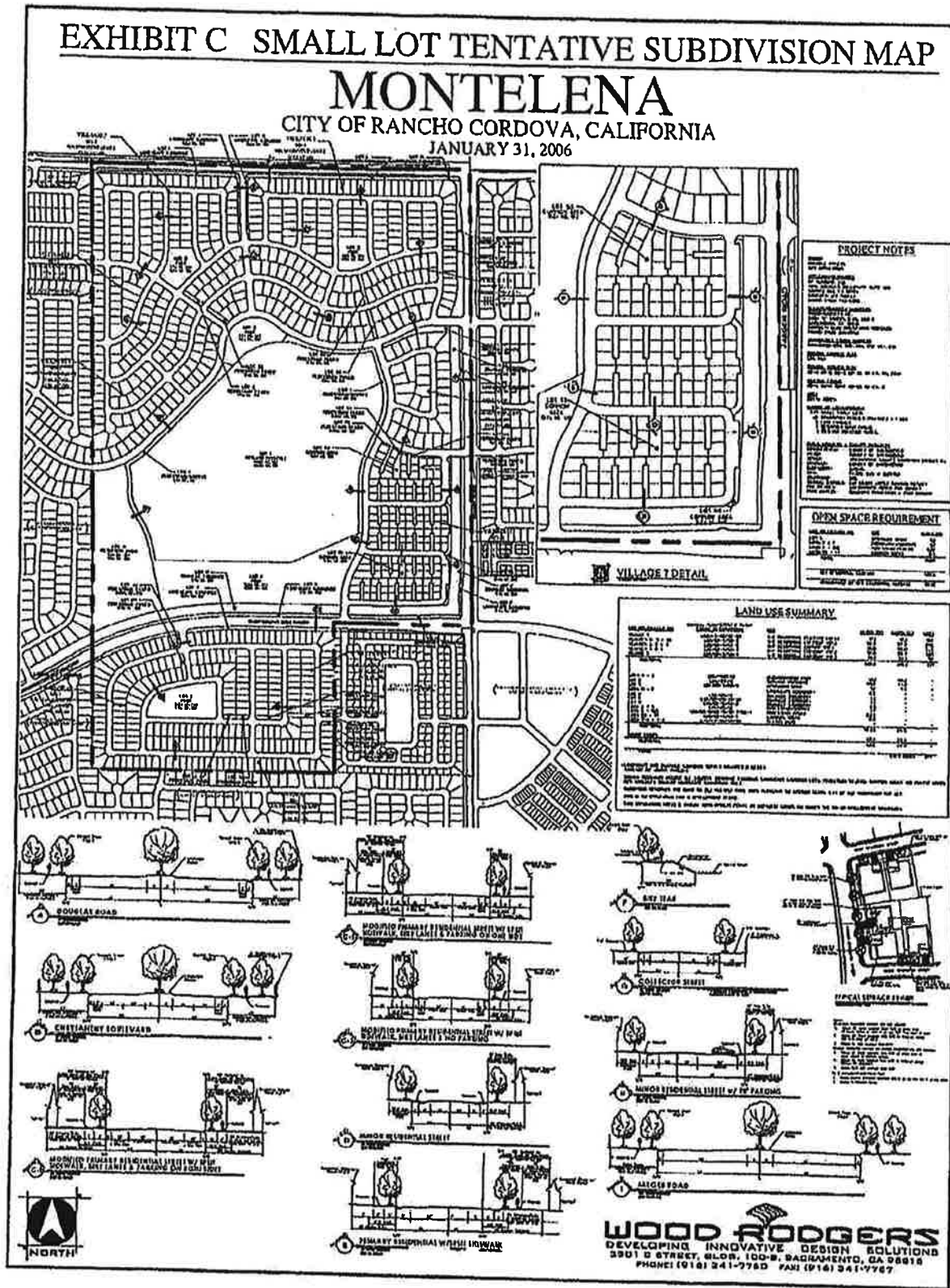


EXHIBIT D-1

LAND USE MAP FOR THE PROPERTY

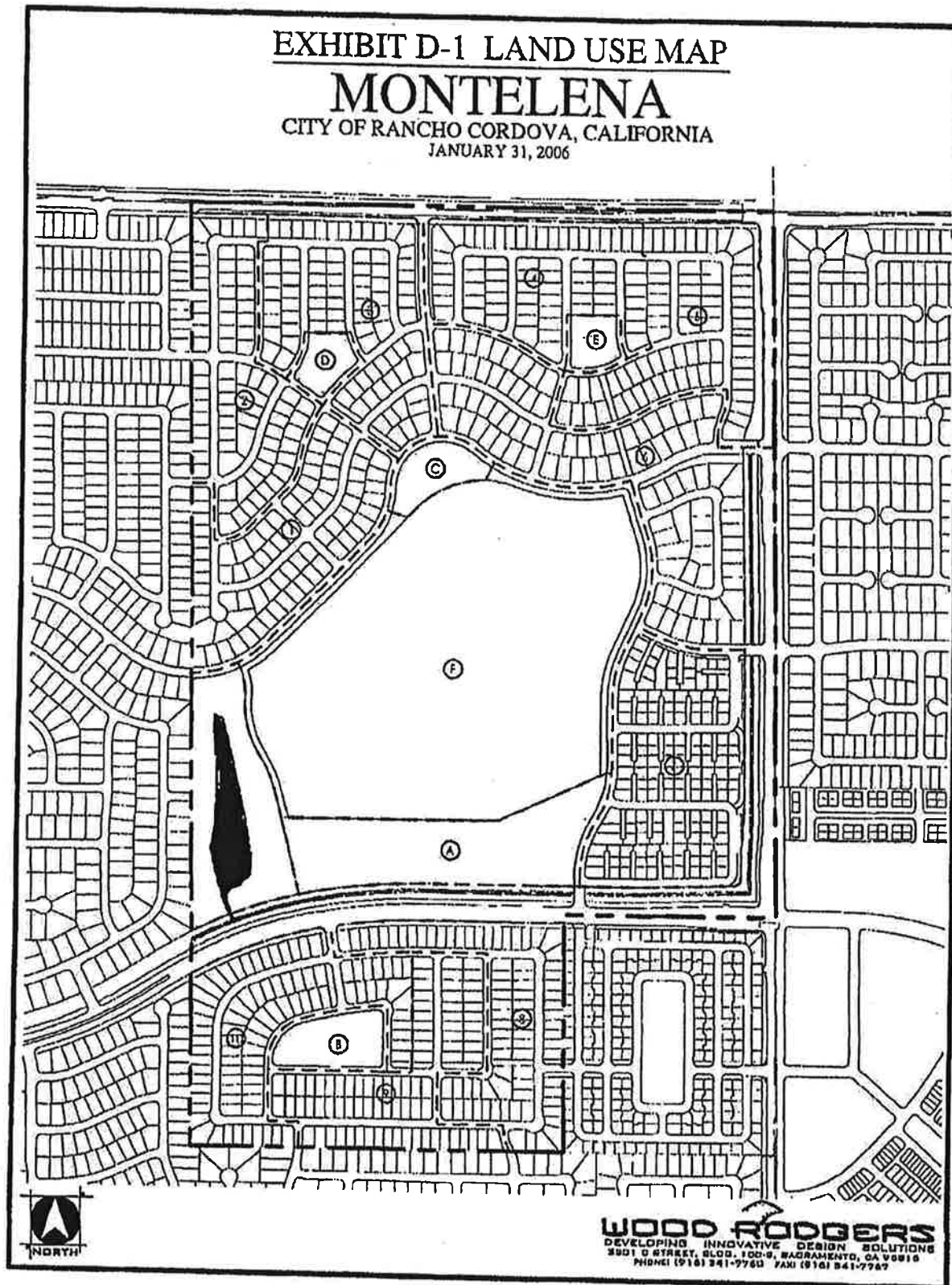


EXHIBIT D-2
LAND USE TABLE

EXHIBIT D-2 LAND USE TABLE

MONTELENA
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 31, 2006

LOT NO./VILLAGE NO.	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGE 7	LDR/RD-10/RD-10	S-F RESIDENTIAL (CLUSTER LOTS)	17.1	17.1	162
VILLAGES 8, 9 & 10	LDR/RD-7/RD-7	S-F RESIDENTIAL (45X100' TYP.)	36.3	37.3	230
VILLAGES 1, 2 & 3	LDR/RD-7/RD-7	S-F RESIDENTIAL (55X85' TYP.)	41.0	42.0	243
VILLAGES 4 & 5	LDR/RD-7/RD-7	S-F RESIDENTIAL (50X105' TYP.)	24.3	26.7	139
VILLAGE 6	LDR/RD-5/RD-5	S-F RESIDENTIAL (60X105' TYP.)	22.1	22.1	95
SUBTOTAL			140.8	145.2	879
LOTS A - E	LDR/PARK/O	NEIGHBORHOOD PARK	18.1	20.2	-
LOT F	LDR/OS/O	WETLAND PRESERVE	50.0	54.5	-
LOT G	LDR/RD-5/RD-5	DETENTION BASIN	9.5	9.6	-
LOTS H - T		LANDSCAPE CORRIDOR*	6.5	-	-
LOT U	LDR/OS/O	DRAINAGE CORRIDOR*	1.4	-	-
LOT V	LDR/RD-10/RD-10	DRAINAGE CORRIDOR*	3.1	-	-
LOT W	LDR/RD-5/RD-5	DRAINAGE CORRIDOR*	2.9	-	-
LOTS X & Y	LDR/OS/O	PEDESTRAIN/BIKEWAY	2.7	-	-
LOTS Z - QQ	LDR/RD-5/RD-5/RD-7/RD-7	PEDESTRAIN PASEO	2.02	-	-
LOTS RR - TT	LDR/RD-7/RD-7	COMMON AREAS	0.8	-	-
LOTS 7-A - 7-Z	LDR/RD-10/RD-10	PRIVATE DRIVE	-	-	-
SUBTOTAL			97.02	84.3	
MAJOR ROADS			22.4	22.4	
SUBTOTAL			22.4	22.4	
TOTAL				251.9 ACRES	879

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR, LANDSCAPE CORRIDOR LOTS, PEDESTRAIN PASEOS, COMMON AREAS AND PRIVATE DRIVES. NET ACREAGES EXCLUDE LANDSCAPE CORRIDORS ONLY.

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456 1(A) OF THE SUBDIVISION MAP ACT.

THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

THIS APPLICATION SEEKS A SPECIAL DEVELOPMENT PERMIT, BY SEPARATE EXHIBIT, TO MODIFY THE RD-10 DEVELOPMENT STANDARDS.

note: see land use plan on previous page for detailed information

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
2881 S STREET, SUITE 100-8, SACRAMENTO, CA 95816
PHONE: (916) 241-7765 FAX: (916) 241-7767

EXHIBIT E
DIAGRAM OF PARK LAND DEDICATION



EXHIBIT F

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO MONTELENA

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_, by and between _____, a _____ (hereinafter "Developer"), and _____, a _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between City of Rancho Cordova and Relative to the Development known as Montelena (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_ - _____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

CP SUNRIDGE, LLC
A California limited liability company

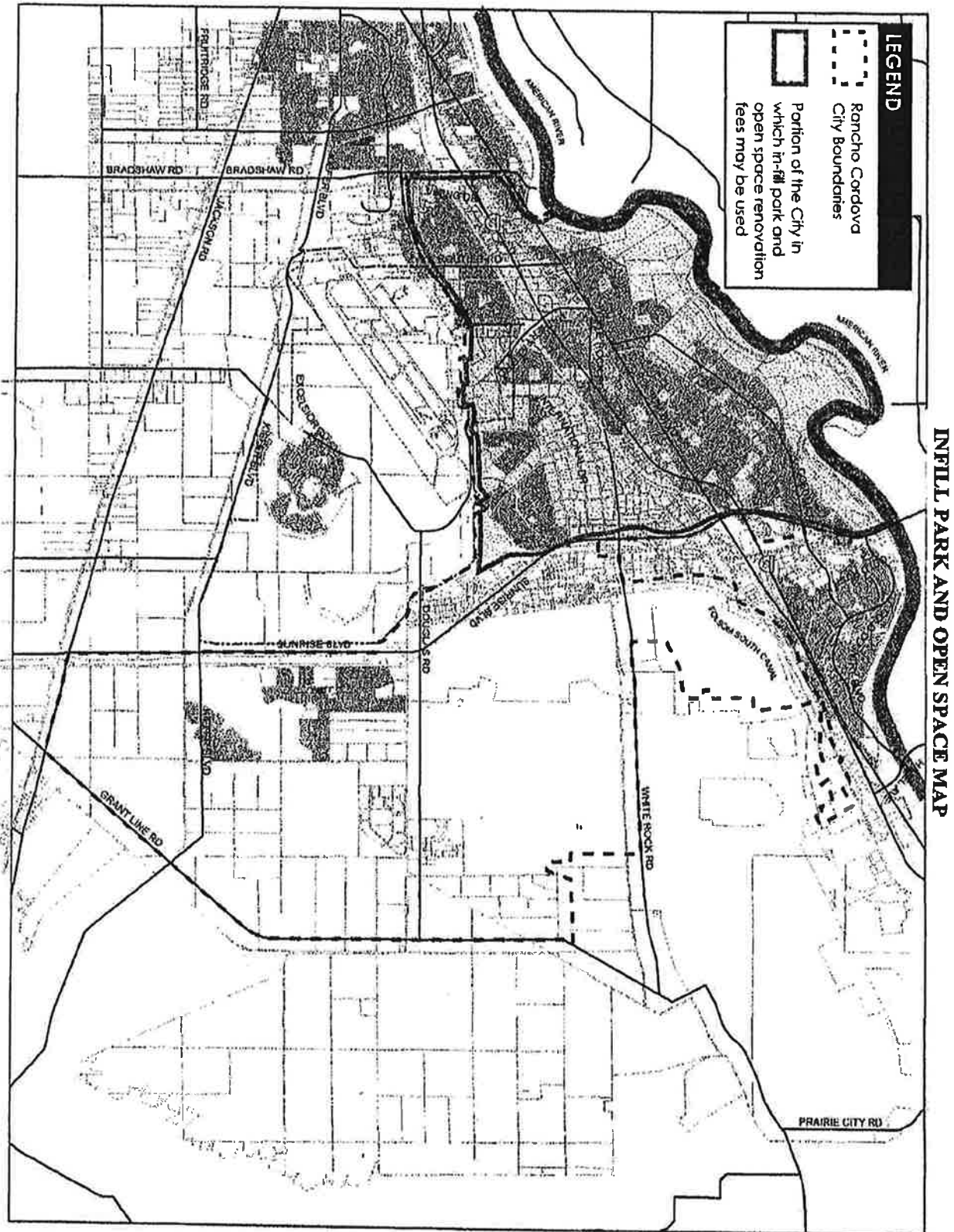
By: _____
Print Name: Jay Pawlek
Title:

ASSIGNEE:

a _____

By: _____
Print Name: _____
Title: _____

EXHIBIT G
INFILL PARK AND OPEN SPACE MAP



J.2 First Amendment to Development Agreement By and Between City of Rancho Cordova and CP Sunridge LLC dated November 19, 2007; Exhibits A-1 and A-2

EXHIBIT A-1

Legal Description of the Wetland Preserve

Being all of the Lands of CP Sunridge, LLC, as described as Resultant Area 1 in that certain Boundary Line Adjustment recorded on March 2, 2007 in Book 20070302, at Page 1440, Official Records of Sacramento County and situate in Fractional Section 8 and the North One-Half of Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

RESULTANT AREA 1

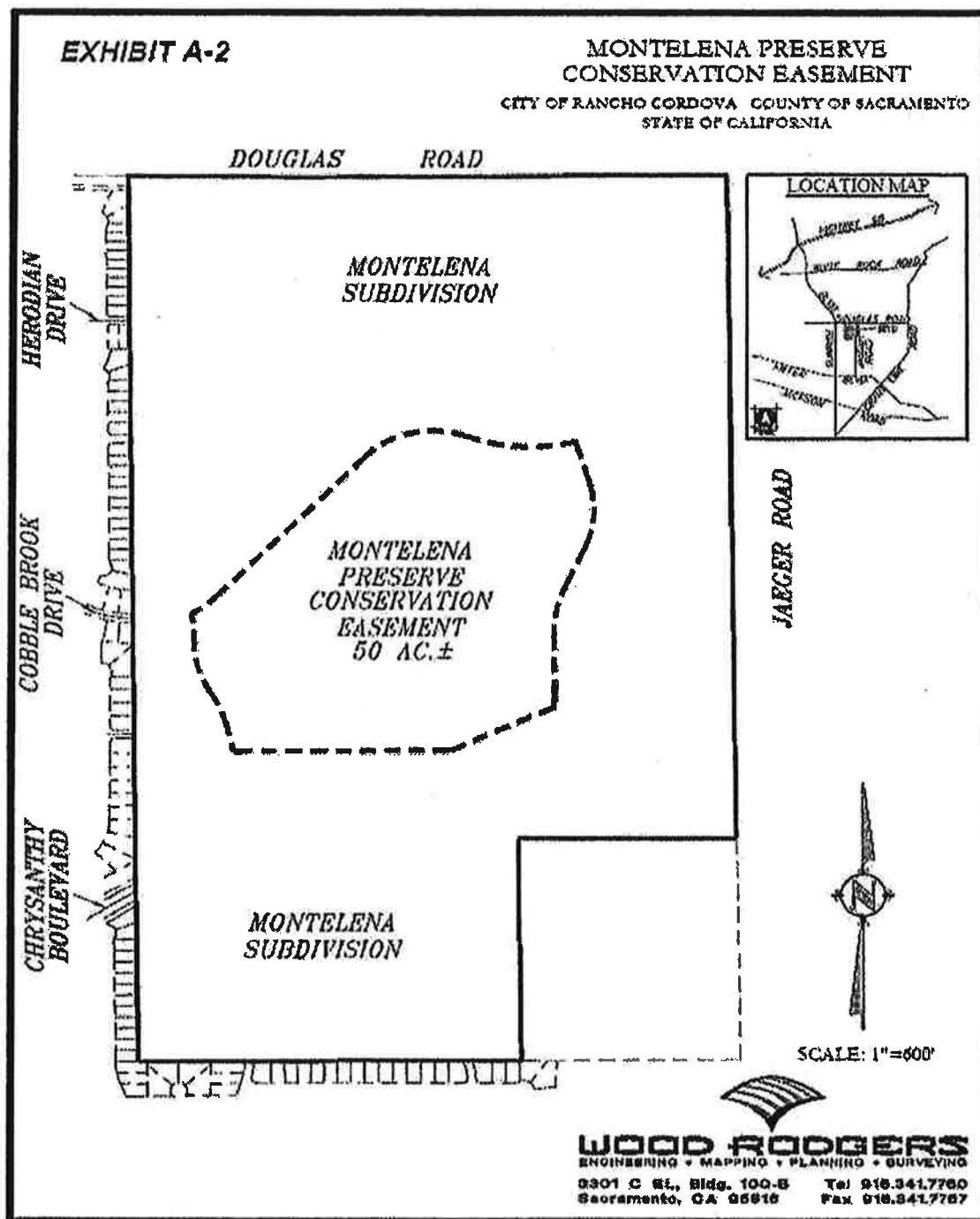
Beginning at a point from which a found three-quarter (3/4) inch iron pipe with plastic plug stamped L.S. 6046 marking the intersection of the centerline of Chrysanthy Boulevard as shown on that certain Final Map entitled "Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records and the West line of the said Lands of CP Sunridge as described in said Boundary Line Adjustment bears South 32°24'34" West a distance of 821.83 feet; thence from said **POINT OF BEGINNING** for the following sixteen (16) arcs, courses and distances:

1. North 13°34'50" West a distance of 126.25 feet to a point of curvature;
2. 190.71 feet along the arc of a tangent 555.00 foot radius curve to the left through a central angle of 19°41'16" to a point of reverse curvature
3. 282.14 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 36°19'36" to a point of reverse curvature
4. 118.64 feet along the arc of a tangent 305.00 foot radius curve to the left through a central angle of 22°17'16" to a point of cusp;
5. from a radial line which bears South 29°55'33" East, 151.80 feet along the arc of a non-tangent 540.00 foot radius curve to the left through a central angle of 16°06'22";
6. North 43°58'06" East a distance of 949.64 feet to a point of curvature;
7. 519.28 feet along the arc of a tangent 449.00 foot radius curve to the right through a central angle of 66°15'51" to a point of reverse curvature;
8. 509.21 feet along the arc of a tangent 851.00 foot radius curve to the left through a central angle of 34°17'03";
9. South 17°45'26" East a distance of 211.71 feet to a point of curvature;
10. 328.51 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 42°17'51";
11. South 24°32'25" West a distance of 217.66 feet to a point of curvature;
12. 244.82 feet along the arc of a tangent 555.00 foot radius curve to the left through a central angle of 25°16'28";
13. South 00°44'04" East a distance of 302.08 feet to a point of curvature;
14. 58.04 feet along the arc of a tangent 445.00 foot radius curve to the right through a central angle of 07°28'23";
15. South 65°46'11" West a distance of 522.89 feet; and
16. South 89°31'41" West a distance of 993.07 feet to the Point of Beginning.

Containing 50.000 acres of land, more or less.

EXHIBIT A-2

Plat Map to Accompany Legal Description of the Wetland Preserve



J.3 Second Amendment to Development Agreement By and Between City of Rancho Cordova and Montelena Douglas LLC dated June 18, 2012; Exhibits A-1, A-2, B, B-1, C, C-1, D-1, D-2, E, H, I

1467 001
02/01/15
PJ

EXHIBIT "A-1"

DESCRIPTION OF
MONTELENA DEVELOPMENT AGREEMENT

All that certain real property situate within Fractional Section 8 and Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, being further described as follows:

Beginning at a found Three-Quarter inch (3/4") iron pipe marking the closing corner of said Fractional Section 8; thence from said POINT OF BEGINNING, along the East line of said Fractional Section 8, South 00°44'24" East a distance of 1741.58 feet to the Northeast corner of said Section 17; thence along the East line of said Northeast One-Quarter of Section 17, South 00°44'04" East a distance of 1549.20 feet to the Southeast corner of Parcel "B" of the certain Parcel Map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records; thence leaving said East line of the Northeast One-Quarter of Section 17 along the South line of said Parcel "B", South 89°51'16" West a distance of 1000.03 feet to the Southwest corner of said Parcel "B"; thence along the West line of Parcel "C" of said parcel map, South 00°44'04" East a distance of 1097.70 feet to the South line of said Northeast One-Quarter of Section 17; thence along said South line of the Northeast One-Quarter of Section 17, South 89°45'38" West a distance of 1750.15 feet to an angle point on the Easterly line of Anatolia as shown on that certain final map entitled "Subdivision No. 01-.0385.0 Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records; thence along said Easterly line of said map for the following two (2) courses and distances:

1. North 00°43'51" West a distance of 2644.73 feet; and
2. North 00°43'50" West a distance of 1746.24 feet to a point on the South line of Rancho Rio de los Americanos;

thence along said South line of Rancho Rio de los Americanos for the following two (2) courses and distances:

1. South 89°37'42" East a distance of 802.94 feet; and
2. North 89°37'47" East a distance of 1946.87 feet to the Point of Beginning.

Containing 251.654 acres of land, more or less.

See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

1467 (01)
02/11/06
14

This description is for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2007

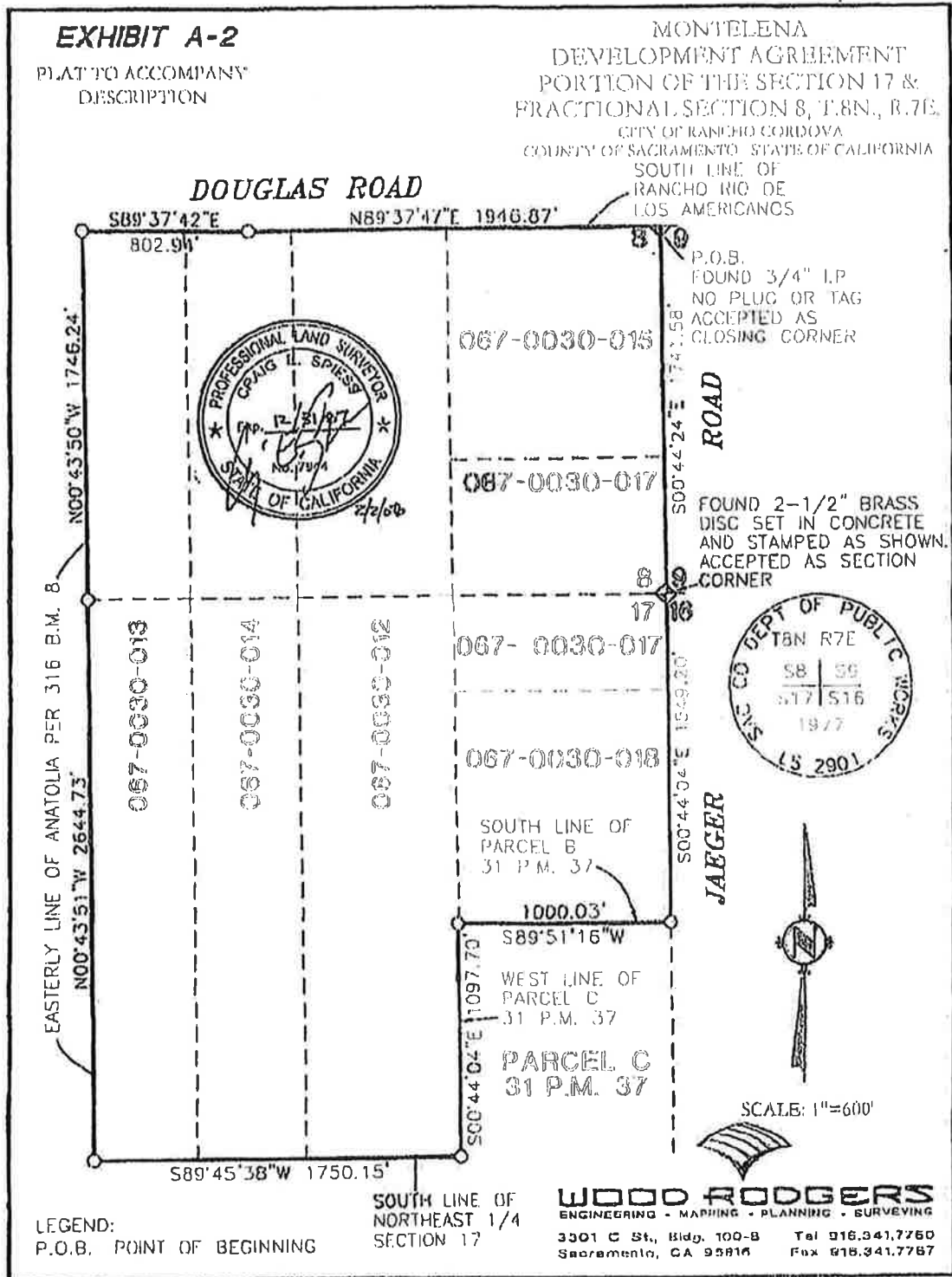
Date: 2/2/06



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

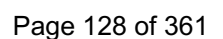
EXHIBIT A-2

DIAGRAM OF THE PROPERTY



MONTELENA

SEE EXHIBIT B-1



Parcel 4
11.80 ac. gr.

Parcel 1
16.60 ac. gr.

Parcel 3
13.70 ac. gr.

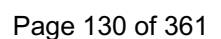
Parcel 2
3.20 ac. gr.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95681 (916) 773-1169

27042.00

MONTELENA

JANUARY 31, 2006





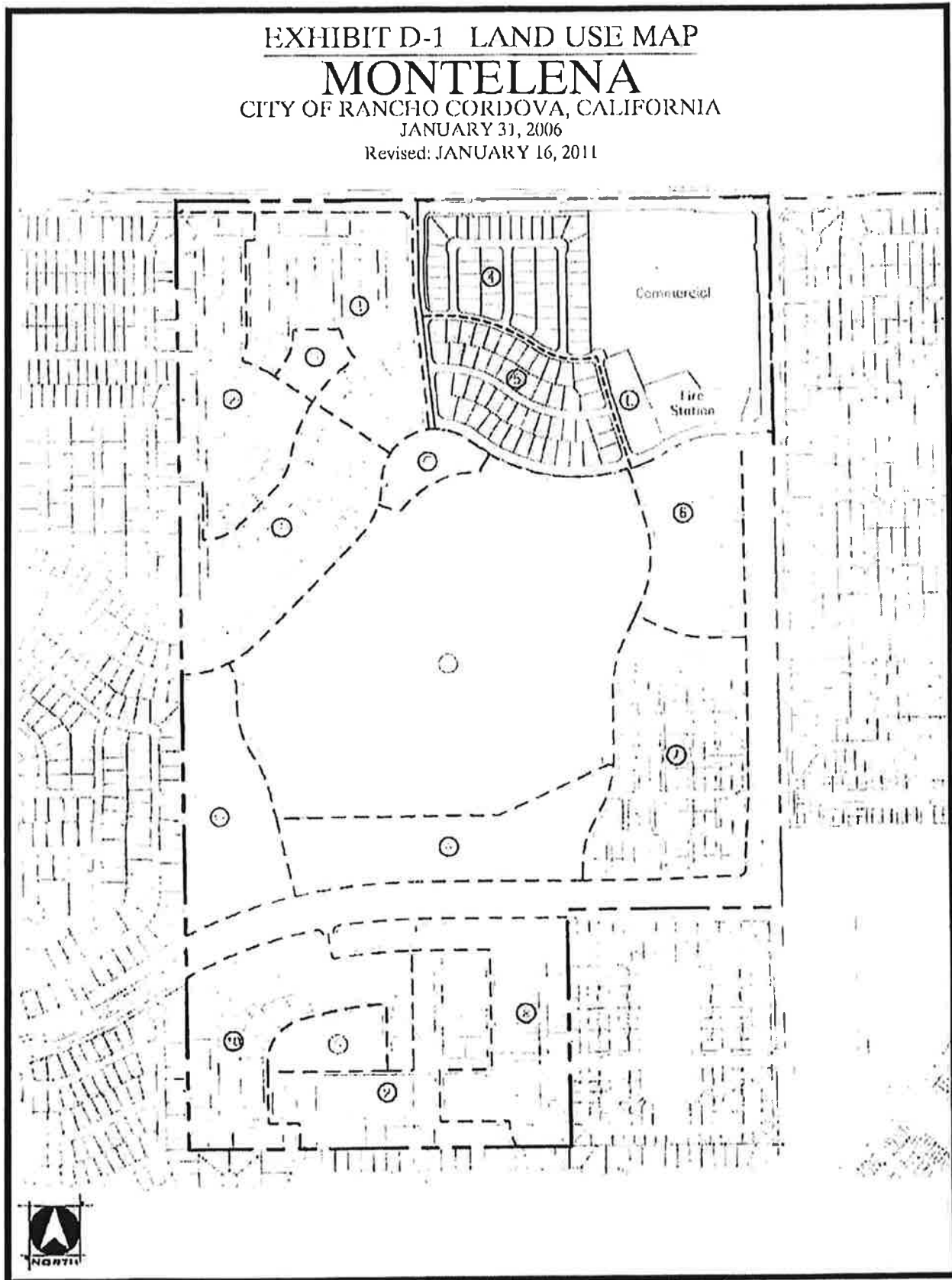


EXHIBIT D-2 LAND USE TABLE**MONTELENA**

CITY OF RANCHO CORDOVA, CALIFORNIA

January 31, 2006

cd

<u>LOT NO./VILLAGE NO.</u>	<u>GENERAL PLAN / SPECIFIC PLAN / ZONING DESIGNATIONS</u>	<u>USE</u>	<u>ACRES (N)</u>	<u>ACRES (G)</u>	<u>UNITS</u>
VILLAGE 7	LDR/RD-10/RD-10	S-F RESIDENTIAL (CLUSTER LOTS)	17.1	17.1	152
VILLAGES 8, 9 & 10	LDR/RD-7/RD-7	S-F RESIDENTIAL (45'X100' TYP.)	36.3	37.3	250
VILLAGES 1, 2 & 3	LDR/RD-7/RD-7	S-F RESIDENTIAL (55'X85' TYP.)	41.0	42.0	243
VILLAGES 4 & 5	LDR/RD-7/RD-7	S-F RESIDENTIAL (50 & 60'X105' TYP.)	19.3	19.9	107
VILLAGE 6	LDR/RD-5/RD-5	S-F RESIDENTIAL (60'X100' TYP.)	9.5	9.5	38
Commercial - Fire Sta.	VILL CTR. & P-OP/GC & CS	Commercial & Fire Station	17.2	18.8	-
SUBTOTAL			140.4	144.6	790
LOTS A - E	LDR/PARK/O	NEIGHBORHOOD PARK	18.5	20.8	-
LOT F	LDR/OS/O	WETLAND PRESERVE	50.0	54.5	-
LOT G	LDR/RD-5/RD-5	DETENTION BASIN	9.5	9.6	-
LOTS H - T		LANDSCAPE CORRIDOR*	6.5	-	-
LOT U	LDR/OS/O	DRAINAGE CORRIDOR*	1.4	-	-
LOT V	LDR/RD-10/RD-10	DRAINAGE CORRIDOR*	3.1	-	-
LOT W	LDR/RD-5/RD-5	DRAINAGE CORRIDOR*	2.9	-	-
LOTS X & Y	LDR/OS/O	PEDESTRIAN/BIKEWAY	2.7	-	-
LOTS Z - QQ	LDR/RD-5/RD-5/RD-7/RD-7	PEDESTRIAN/PASEO	2.02	-	-
LOTS RR - TT	LDR/RD-7/RD-7	COMMON AREAS	0.8	-	-
LOTS 7-A - 7-Z	LDR/RD-10/RD-10	PRIVATE DRIVE	-	-	-
SUBTOTAL			97.42	84.9	-
MAJOR ROADS			22.4	22.4	-
SUBTOTAL			22.4	22.4	-
TOTAL				251.9	790

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR, LANDSCAPE CORRIDOR LOTS, PEDESTRIAN PASEOS, COMMON AREAS AND PRIVATE DRIVE. NET ACREAGES EXCLUDE LANDSCAPE CORRIDORS ONLY.

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456 1(A) OF THE SUBDIVISION MAP ACT

THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

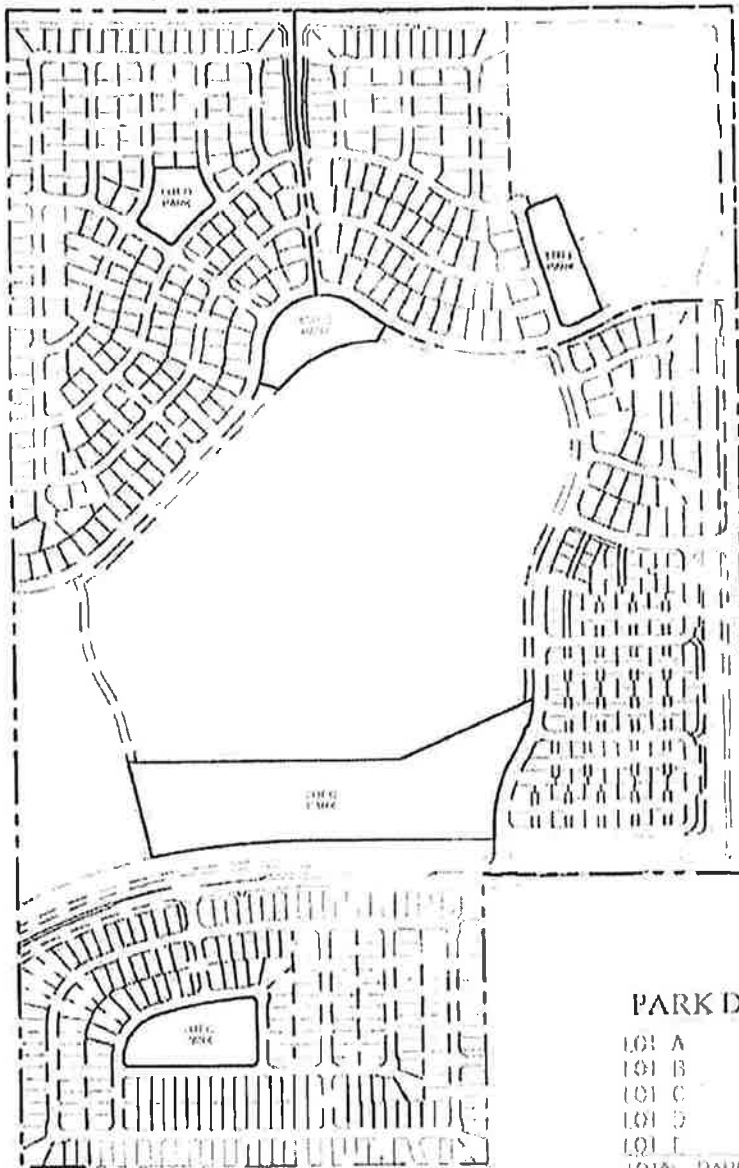
THIS APPLICATION SEEKS A SPECIAL DEVELOPMENT PERMIT, BY SEPARATE EXHIBIT, TO MODIFY THE RD-10 DEVELOPMENT STANDARDS.

SHADED AREAS INDICATE CHANGES FROM ORIGINAL LAND USE TABLE EXHIBIT.

Note: See land use plan on previous page for detailed information.

EXHIBIT E DIAGRAM OF PARK DEDICATION

MONTELENA
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 31, 2006
Revised: JANUARY 13, 2012

**PARK DEDICATION**

LOT A	10.81 AC. N.
LOT B	2.51 AC. N.
LOT C	2.11 AC. N.
LOT D	1.21 AC. N.
LOT E	1.51 AC. N.
TOTAL PARKS	18.21 AC. N.



MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1557 Eureka Road, Suite 103, Folsom, CA 95661 (916) 773-1189

27042.00

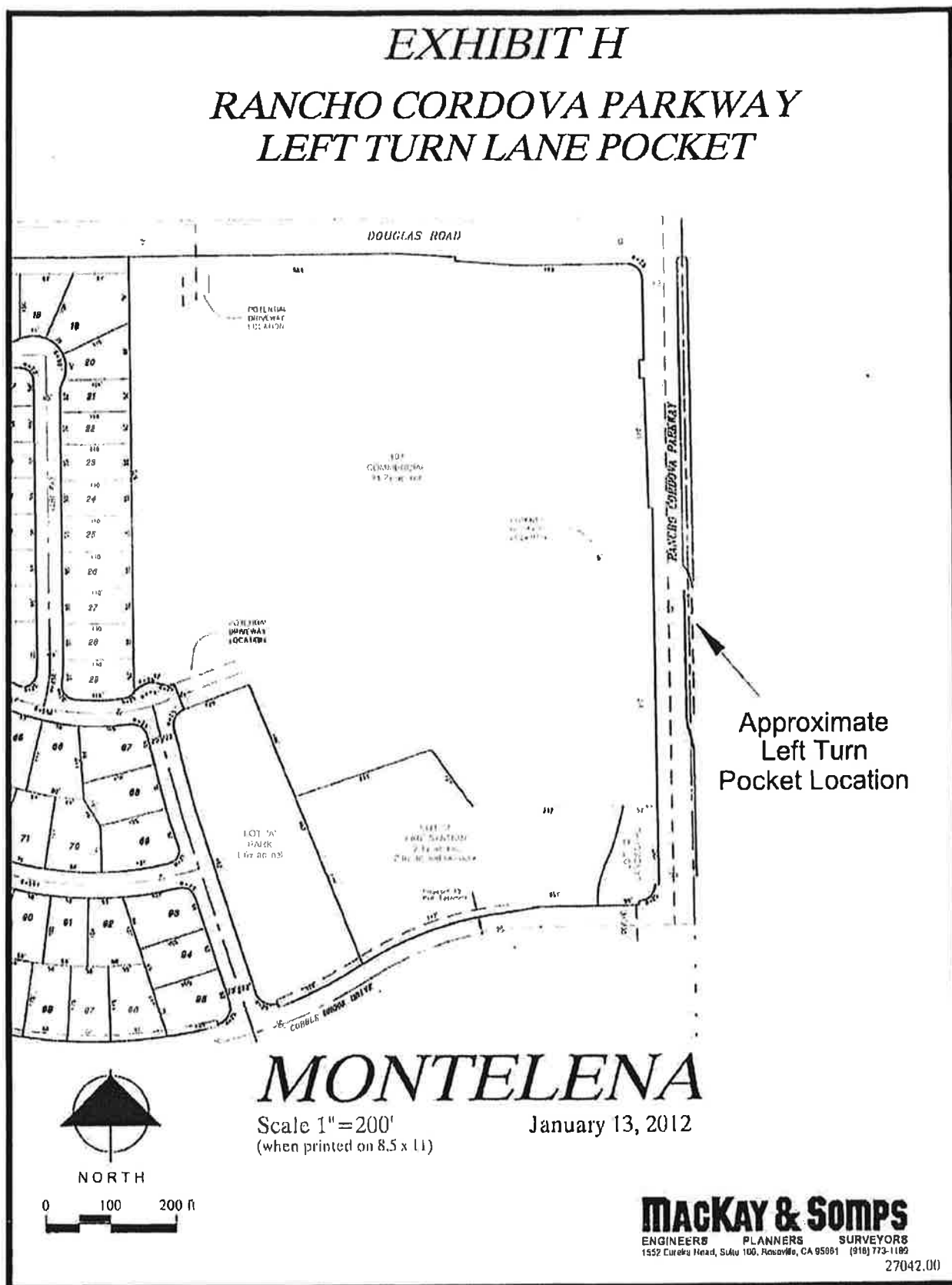
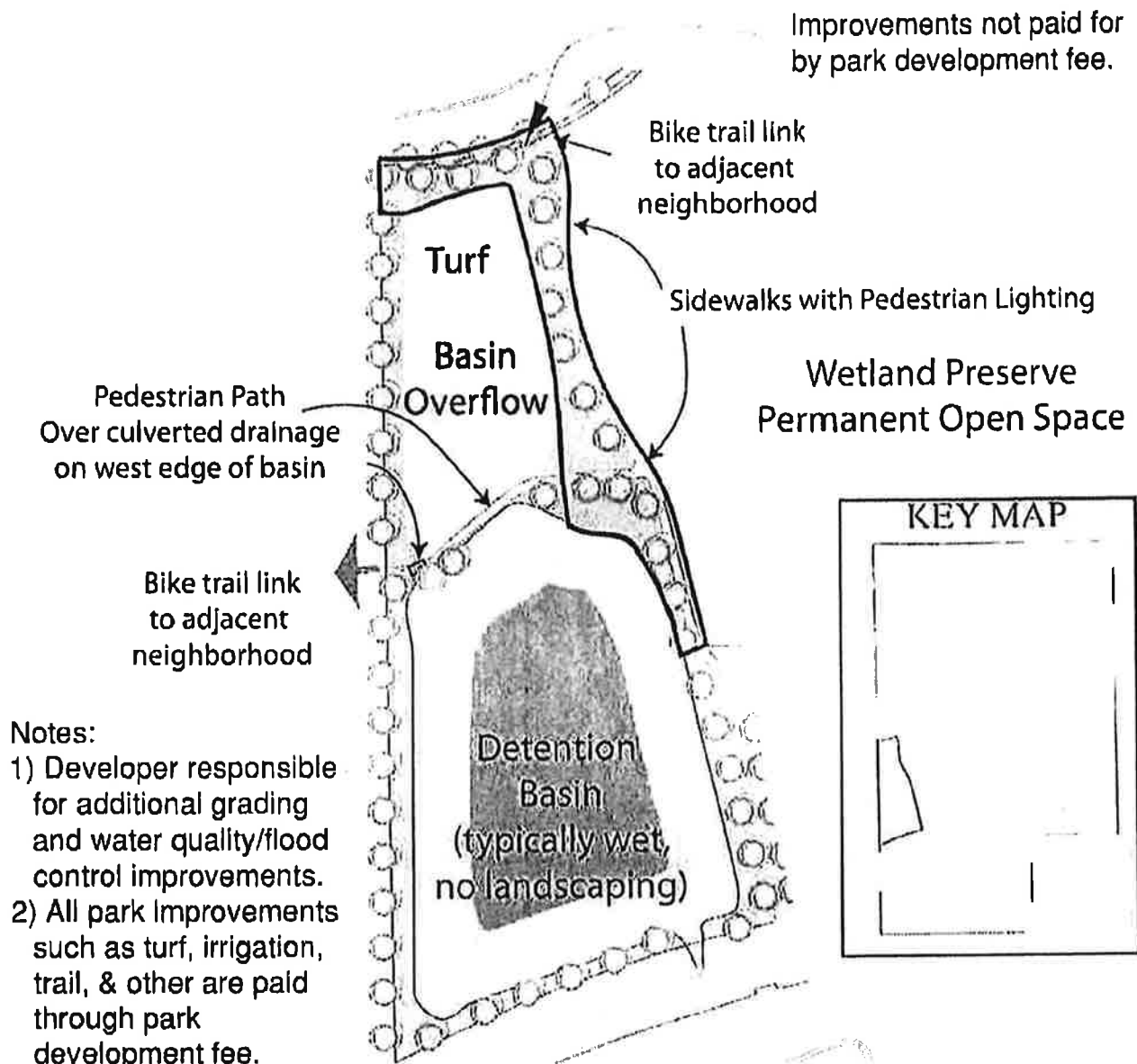


EXHIBIT "I"



Montelena Recreation Amenities Concept Diagram

Detention/Open Space 9.5 acres

1" = 200'



WADE ASSOCIATES
Urban Planning & Design
Environmental Planning

December 5, 2011

J.4 Third Amendment to Development Agreement By and Between City of Rancho Cordova and Montelena Douglas LLC dated August 19, 2013; Exhibits 1 through 4

June 19, 2013

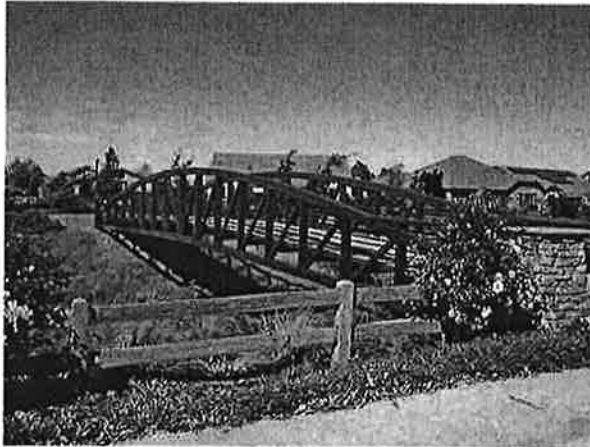


Park Site A	10.8± AC, N.
Park Site B	2.5± AC, N.
Park Site C	2.1± AC, N.
TOTAL PARKS	15.4± AC, N.

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95068 (916) 771-1850 27042.00

Pedestrian Bridge Design MONTELENA

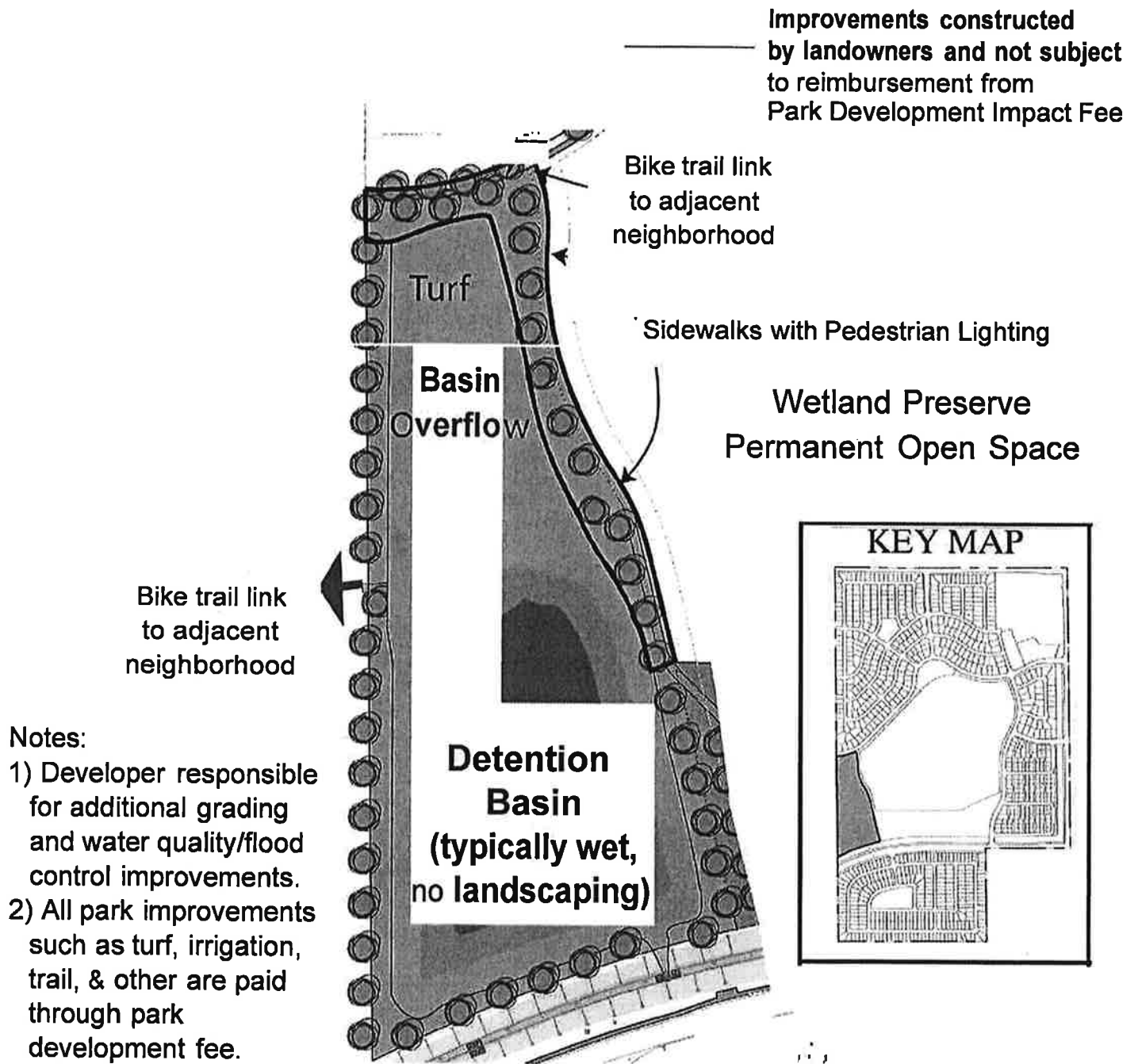
June 19, 2013



BLACKAY & SOFFIPS
ENGINEERS PLANNERS SURVEYORS
1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

27042.00

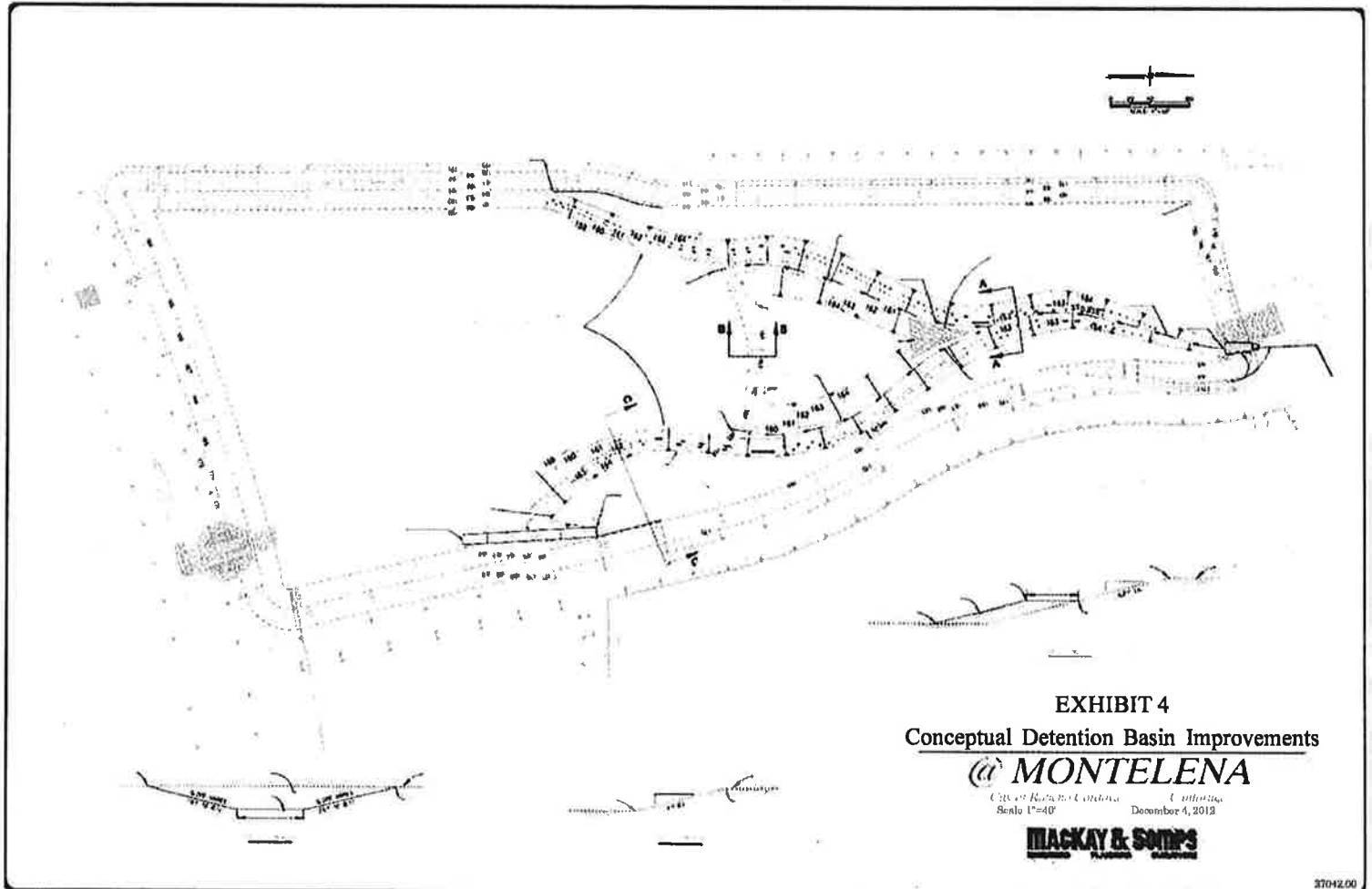
1-13-2013 13:24:55 P:\27042\Planning\Civil\Plan\04 Exhibit\27042-Exhibit E.dwg
These are not endorsements in this document



Montelena Recreation Amenities Concept Diagram

Detention/Open Space 9.5 acres

July 5, 2013



MEMORANDUM



ITEM 9.7.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Senior Finance Analyst

SUBJECT: **SECOND READING OF AN ORDINANCE TERMINATING THE VILLAGES OF ZINFANDEL DEVELOPMENT IMPACT FEE PROGRAM AND TRANSFERRING THE COLLECTION OF THE OFF-SITE ROADWAY MITIGATION AND THE VILLAGES OF ZINFANDEL ADMINISTRATION FEES TO THE TRANSPORTATION DEVELOPMENT IMPACT FEE PROGRAM**

RECOMMENDATION

Waive the second reading and adopt the Ordinance amending portions of Chapter 16.81 of the Rancho Cordova Municipal Code with regards to the collection of impact fees within the Villages of Zinfandel public facilities financing plan (hereinafter in some instances referred to as "PFFP") area.

RESULT OF RECOMMENDED ACTION

Adoption of the proposed Ordinance and Resolution will assist in the City's efforts to consolidate the collection of fees used to fund transportation infrastructure along with the administration of the various impact fee programs. Adoption of the Ordinance makes amendments to Chapter 16.81 of the Rancho Cordova Municipal Code to close the Villages of Zinfandel ("VOZ") Impact Fee Program and transfer remaining revenues to the Transportation Development Impact Fee and Transportation Development Impact Fee Administration Fee Funds established in Chapter 16.84 of the Rancho Cordova Municipal Code. Adoption of the Resolution removes the Off-site Roadway Mitigation and Administration Impact Fees from the VOZ Impact Fee Program and transfers the collections of these fees to the Transportation Development Impact Fee Program ("TDIF").

BACKGROUND

The Villages of Zinfandel public facilities financing plan was originally reviewed and approved by the County of Sacramento prior to City incorporation and adopted by the City during the incorporation process. This plan is used as the basis for the VOZ impact fee program and ensures properties located within the Villages of Zinfandel PFFP area fund their fair share of

citywide transportation infrastructure. This city has accomplished this through the collection of fees in two separate impact fee programs, the VOZ and the TDIF. The amount due for each fee program is calculated by determining the transportation development impact fee obligation for a specific property and reducing it by the current fees imposed under the VOZ impact fee program, as follows:

Maximum Transportation Impact Fee Obligation \$10,816.46

Less:

VOZ - Roadway fee \$ (335.10)

VOZ - Administrative fee \$ (10.06)

Transportation Development Impact Fees Collected \$10,471.30

In an effort to consolidate the collection of fees, staff is proposing to eliminate the collection of both the VOZ and TDIF impact fees, and instead, solely collect the TDIF for properties located in the Villages of Zinfandel PFFP area.

FISCAL IMPACT AND FUNDING SOURCE

None, the proposed consolidation will not change the total transportation impact fees collected, rather it simplifies the collection into a single fee line.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Municipal Code Section 16.81 Redlined

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2021

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING PORTIONS OF CHAPTER 16.81 OF THE RANCHO
CORDOVA MUNICIPAL CODE WITH REGARD TO THE COLLECTION OF FEES TO
FINANCE OFF-SITE ROADWAY FACILITIES AND THE ADMINISTRATION OF THE FEE
PROGRAM WITHIN THE VILLAGES OF ZINFANDEL AREA**

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

WHEREAS, Title 16, Chapter 16.81 was added to the Rancho Cordova Municipal Code (RCMC) to establish development impact fees to finance the cost of offsite roadway mitigation and library facilities required by the Villages of Zinfandel (VOZ) Public Facilities Financing Plan (PFFP); and

WHEREAS, in April 2013, the City Council adopted Ordinance No. 8-2013 which eliminated the collection of the VOZ Library Fee and transferred the collection of the fee amount to the Community Facilities Fee (CFF) Fee program; and

WHEREAS, Sections 16.81.010 through 16.81.140 provide for the establishment and administration of the VOZ Administration and VOZ Off-Site Roadway Mitigation Fund and for the calculation and collection of development fees in the VOZ Area for deposit into the respective funds; and

WHEREAS, the citywide Transportation Development Impact Fee Program (TDIF) was established to fund transportation infrastructure for the future population of the City and included some of the same facilities as the VOZ fee program; and

WHEREAS, currently, the TDIF Fee collected in the VOZ Area is being reduced by the total VOZ fees to account for the funding of common transportation infrastructure; and

WHEREAS, in an effort to consolidate the collection of fees to fund transportation infrastructure within the city into a single fee, the VOZ Administration Fee and VOZ Off-Site Roadway Mitigation Fee will cease to be collected; and

WHEREAS, the purpose of this amendment is to eliminate the VOZ Administration and Off-Site Roadway Mitigation Fees and direct the transfer of fees collected in the VOZ Area to the respective TDIF funds.

Section 2. Amendments to Title 16 Building and Construction.

The City Council hereby adopts the amendments to Chapter 16.81 Development Fees to Finance Cost of Off-Site Roadway Mitigation and Library Facilities of Title 16 of the Rancho Cordova Municipal Code (Business Regulations), as shown and incorporated in Exhibit A to this Ordinance.

Section 3. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Title 16 Building and Construction

Chapter 16.81

Development Fees to Finance Cost of Off-Site Roadway Mitigation and Library Facilities

16.81.010 Purpose.

E. It has since been determined the purpose of this chapter can be better accomplished through the collection of the citywide Transportation Development Impact Fee in-lieu of collecting individual fees under the Villages of Zinfandel PRRP Development fee program.

16.81.020 Definitions.

~~“Development unit” means dwelling unit for residential development and square feet of building floor area for nonresidential development.~~

~~“Fee per dwelling unit equivalent” means the value that is calculated for each category of public facilities by dividing the total estimated cost of the facilities by the total dwelling unit equivalents generated by development within the PFFP area as identified in the PFFP off-site roadway mitigation fee program.~~

~~“Multifamily residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of townhomes, condominiums and apartments.~~

~~“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, and apartments.~~

~~“Program fee per development unit” means the development fee per development unit for the off-site roadway mitigation fee. The program fee per development unit is calculated by multiplying the fee per dwelling unit equivalent by the dwelling unit equivalent factor for each type of development.~~

~~“Single-family residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of single-family detached homes, single-family attached homes, and duplexes.~~

16.81.030 Establishment and administration of Villages of Zinfandel administration fund – Elimination and transfer to Traffic Mitigation Administration Impact Fee Fund.

A. The Villages of Zinfandel Administration Fund is hereby eliminated. The Villages of Zinfandel Administration Fund was established as a special interest-bearing trust fund for the collection of the Administration Development Fees. The collected Administration Development Impact Fees were to be used by the City of Rancho Cordova, solely to pay the estimated cost of associated with the administration of the Villages of Zinfandel development impact fee program.

B. All Administration Development Fees collected in the Villages of Zinfandel Area pursuant to this Chapter that were placed in the Villages of Zinfandel Administration Fund shall be transferred to the interest-bearing fund entitled “Traffic Mitigation Administration Impact Fee Fund” and will be used to pay the costs associated with the Transportation Development Impact Fee Program.

16.81.040 Establishment and administration of Villages of Zinfandel off-site roadway mitigation fund - Elimination and transfer to Traffic Mitigation Administration Impact Fee Fund.

A. The Villages of Zinfandel Off-Site Roadway Mitigation is hereby eliminated. The Village of Zinfandel Off-Site Roadway Mitigation Fund was established as a special interest-bearing trust fund for the collection of Off-Site Roadway Mitigation Development Fees. The collected Off-Site Roadway Mitigation Development Impact Fees were to be used by the City of Rancho Cordova, solely to pay the estimated cost of Off-Site Roadway Mitigation facilities identified in the Villages of Zinfandel Public Facilities Financing Plan - off-site roadway mitigation fee program.

B. All Off-Site Roadway Mitigation Development Fees collected in the Villages of Zinfandel Area pursuant to this Chapter that were placed in the Villages of Zinfandel Off-Site Roadway Mitigation Fund shall be transferred to that interest-bearing trust fund entitled “Traffic Mitigation Impact Fee Fund” to be expended by the city of Rancho Cordova, to pay the costs of transportation facilities identified in the TDIF Nexus Study, including those facilities identified in the Villages of Zinfandel Public Facilities Financing Plan Development Fee Program.

16.81.070 Payment of development fees.

The development fees imposed pursuant to this chapter will cease to be collected and all future development fees shall be paid by the property owner to the City in an amount calculated pursuant to RCMC 16.84.

~~16.81.080 Adoption of the capital improvement plan/program of the PFFP development fee program.~~

~~The council shall by resolution adopt the capital improvement plan/program of the PFFP development fee program. The council shall review the capital improvement plan/program of the PFFP development fee program not less than annually and may amend it by resolution at its discretion.~~

~~16.81.090 Establishment of development fees.~~

~~A separate development fee is hereby established for each of the following categories: (A) administration; and (B) off-site roadway mitigation facilities.~~

~~16.81.100 Calculation of development fees.~~

~~A. The development fees per dwelling unit for residential development set forth in RCMC [16.81.060](#) and [16.81.070](#) shall be calculated pursuant to the following formula:~~

$$F = P$$

~~Where:~~

~~F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property; and~~

~~P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the PFFP development fee program.~~

~~B. The development fees per building permit for nonresidential development set forth in RCMC [16.81.060](#) and [16.81.070](#) shall be calculated pursuant to the following formula:~~

$$F = P \times S$$

~~Where:~~

ITEM 9.7.

ATTACHMENT 2 Exhibit A to the Ordinance

~~F = The development fee for each category of public facilities to be paid for each building permit by the owner of property; and~~

~~P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the PFFP development fee program; and~~

~~S = The number of square feet of building floor area proposed for development.~~

~~C. The administration fee per building permit set forth in RCMC [16.81.060](#) and [16.81.070](#) shall be calculated pursuant to the following formula:~~

$$F = T \times 3\%$$

~~Where:~~

~~F = The administration fee to be paid for each dwelling unit for residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC [16.81.060](#) are proposed for approval.~~

~~T = The sum of the development fees for off-site roadway mitigation and library facilities to be paid for each dwelling unit for residential development, or for each building permit for nonresidential development, before any applicable credit pursuant to RCMC [16.81.120](#) is applied, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC [16.81.060](#) are proposed for approval.~~

~~D. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B) and (C) of this section for the categories established by RCMC [16.81.090](#).~~

~~E. For the purpose of calculating PFFP development fees pursuant to subsections (A), (B), (C) and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site, the director is hereby authorized to determine the land use category which corresponds most directly to the use and density.~~

~~F. For the purpose of calculating PFFP development fees pursuant to subsections (A), (B), (C) and (D) of this section for building permits not associated with dwelling units from a recorded~~

ITEM 9.7.**ATTACHMENT 2
Exhibit A to the Ordinance**

single-family residential subdivision, nonresidential development, or multifamily residential development, or for land use categories not included in this chapter, the director is hereby authorized to determine the appropriate program fees.

16.81.110 Establishment of dwelling unit equivalent factor for land uses within the Villages of Zinfandel PFFP area.

B. The dwelling unit equivalent (DUE) factors per development unit utilized to calculate the off-site roadway mitigation development fee shall be as follows:

Land Use Category	DUE Factor	Development Unit
Residential		
Low density (LD)	0.90	dwelling unit
Low density cluster (LDC)	0.80	dwelling unit
Medium density (MD)	0.70	dwelling unit nonresidential
Business/professional office (BP)	0.001126	square foot
Retail commercial (RC)	0.001327	square foot
Light industrial (LI)	0.001166	square foot

16.81.120 Credit for construction of off-site roadway mitigation facilities.

E. Where any agreements executed under RCMC 16.81.160 shall now be administered under RCMC 16.84.110.

16.81.130 Reimbursement for construction of off-site roadway mitigation facilities in advance of the PFFP off-site roadway mitigation fee program schedule.

E. Where any agreements executed under RCMC 16.81.130 shall now be administered under RCMC 16.84.120.

16.81.140 Annual program fee adjustment.

~~Beginning March 1, 2014, the finance director shall authorize the adjustment of the program fee per development unit for each type of development in each fee category as follows:~~

~~1. A "mean" index will be computed by averaging the index for 20 U.S. cities within the index for San Francisco by resort to the January issue of the Engineering News Record magazine construction cost index of the year in which the calculation is being made.~~

~~2. An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (A)(1) of this section by the "mean" index for the previous January.~~

~~3. The adjusted program fee per development unit shall be calculated by multiplying the adjustment factor by the program fee per development unit in place prior to the annual adjustment.~~

~~Beginning January 1, 2015, and thereafter each year no later than January 15th, the finance director shall authorize the adjustment of the program fee per development unit for each type of development in each fee category as follows:~~

~~1. A "mean" index will be computed by averaging the index for 20 U.S. cities within the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine construction cost index.~~

~~2. An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (B)(1) of this section by the "mean" index for the previous October.~~

~~3. The adjusted program fee per development unit shall be calculated by multiplying the adjustment factor by the program fee per development unit in place prior to the annual adjustment.~~

16.81.010 Purpose.

A. The general plan of the city of Rancho Cordova requires that areas chosen for urban expansion shall be capable of being provided within a reasonable period of time with an adequate level of public facilities, including, but not limited to, transportation and library facilities.

B. The general plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in areas designated for urban expansion. The general plan also contains additional policies for use of developer dedications, development fees, and other means to pay for an acceptable level of transportation facilities.

C. The purpose of this chapter is to implement the general plan requirements set forth in subsections (A) and (B) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the estimated cost of certain facilities, the need for which is directly or indirectly generated by the type and level of development proposed in the Villages of Zinfandel public facilities financing plan (hereinafter in some instances referred to as “PFFP”) area.

D. It is the further purpose of this chapter to require that adequate provision be made for developer-financed facilities within the PFFP area as a condition of any rezoning and prior to approval of certain permits within said area.

E. It has since been determined the purpose of this chapter can be better accomplished through the collection of the citywide Transportation Development Impact Fee in-lieu of collecting individual fees under the Villages of Zinfandel PRRP Development fee program.

16.81.020 Definitions.

“Building permit” means the permit issued or required for the construction or improvement of additional square footage for any structure pursuant to and as defined by the city of Rancho Cordova building code.

“City” means the city of Rancho Cordova.

“Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a facility including, without limitation, the costs of land, construction, engineering, administration, and consulting fees.

“Council” means the city council of the city of Rancho Cordova.

“Department” means the city of Rancho Cordova public works department.

“Development fee” means the fee levied by this chapter upon the approval of building permits within the PFFP area. ~~Development unit” means dwelling unit for residential development and square feet of building floor area for nonresidential development.~~

“Director” means the director of the Rancho Cordova public works department.

“Dwelling unit equivalent factor” means the number of dwelling unit equivalents per development unit that indicates the relative financial responsibility for facilities of a specific land use zone in the Rancho Cordova zoning code compared to the financial responsibility for the same facilities of one acre of land zoned for one single-family detached dwelling unit per acre.

“Estimated cost” means the cost of constructing a facility based upon the unit costs for each construction item plus contingency, planning, consulting, inspection, materials testing, design and construction survey, engineering, and other related costs as set forth in the PFFP off-site roadway mitigation fee program.

“Facilities” means those public facilities designated in the PFFP off-site roadway mitigation fee program.

~~“Fee per dwelling unit equivalent” means the value that is calculated for each category of public facilities by dividing the total estimated cost of the facilities by the total dwelling unit equivalents generated by development within the PFFP area as identified in the PFFP off-site roadway mitigation fee program.~~

~~“Multifamily residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of townhomes, condominiums and apartments.~~

~~“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, and apartments.~~

~~“Program fee per development unit” means the development fee per development unit for the off-site roadway mitigation fee. The program fee per development unit is calculated by multiplying the fee per dwelling unit equivalent by the dwelling unit equivalent factor for each type of development. “Single-family residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of single-family detached homes, single-family attached homes, and duplexes.~~

“Villages of Zinfandel administration fund” means that special interest-bearing trust fund established pursuant to RCMC [16.81.030](#).

“Villages of Zinfandel library fund” means that special interest-bearing trust fund established pursuant to RCMC [16.81.050](#).

“Villages of Zinfandel off-site roadway mitigation fund” means that special interest-bearing trust fund established pursuant to RCMC [16.81.040](#).

“Villages of Zinfandel public facilities financing plan area” means all property located within the geographic area as described in the PFFP.

“Villages of Zinfandel public facilities financing plan off-site roadway mitigation and library fee program” means the plan, including any amendments thereto, adopted by resolution by the council for financing of designated off-site roadway and library facilities to serve the PFFP area, including, but not limited to, a designation of those facilities to be constructed with the development fees collected pursuant to this chapter, the schedule for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within the PFFP area.

~~16.81.030 Establishment and administration of Villages of Zinfandel administration fund – Elimination and transfer to Traffic Mitigation Administration Impact Fee Fund.~~

A. The Villages of Zinfandel Administration Fund is hereby eliminated. The Villages of Zinfandel Administration Fund was established as a special interest-bearing trust fund for the collection of the Administration Development Fees. The collected Administration Development

Impact Fees were to be used by the City of Rancho Cordova, solely to pay the estimated cost of associated with the administration of the Villages of Zinfandel development impact fee program.

B. All Administration Development Fees collected in the Villages of Zinfandel Area pursuant to this Chapter that were placed in the Villages of Zinfandel Administration Fund shall be transferred to the interest-bearing fund entitled “Traffic Mitigation Administration Impact Fee Fund” and will be used to pay the costs associated with the Transportation Development Impact Fee Program.

16.81.040 ~~Establishment and administration of~~ Villages of Zinfandel off-site roadway mitigation fund - Elimination and transfer to Traffic Mitigation Administration Impact Fee Fund.

A. The Villages of Zinfandel Off-Site Roadway Mitigation is hereby eliminated. The Village of Zinfandel Off-Site Roadway Mitigation Fund was established as a special interest-bearing trust fund for the collection of Off-Site Roadway Mitigation Development Fees. The collected Off-Site Roadway Mitigation Development Impact Fees were to be used by the City of Rancho Cordova, solely to pay the estimated cost of Off-Site Roadway Mitigation facilities identified in the Villages of Zinfandel Public Facilities Financing Plan - off-site roadway mitigation fee program.

B. All Off-Site Roadway Mitigation Development Fees collected in the Villages of Zinfandel Area pursuant to this Chapter that were placed in the Villages of Zinfandel Off-Site Roadway Mitigation Fund shall be transferred to that interest-bearing trust fund entitled “Traffic Mitigation Impact Fee Fund” to be expended by the city of Rancho Cordova, to pay the costs of transportation facilities identified in the TDIF Nexus Study, including those facilities identified in the Villages of Zinfandel Public Facilities Financing Plan Development Fee Program.

16.81.050 Villages of Zinfandel library fund – Elimination and transfer to CFF library fund.

A. The Villages of Zinfandel library fund is hereby eliminated. The Villages of Zinfandel library fund was established as a special interest-bearing trust fund for the collection of library development fees. The collected library development impact fees were to be used by the city of Rancho Cordova, solely to pay the estimated cost of library facilities identified in the Villages of Zinfandel public facilities financing plan development fee program – library development fee program.

B. All library development fees collected in the Villages of Zinfandel area pursuant to this chapter that were placed in the Villages of Zinfandel library fund shall be transferred to that interest-bearing trust fund entitled “the capital facilities fund (“CFF”) library fund” to be expended by the Sacramento public library authority, or its successor agency, to pay the costs of library facilities identified in CFF Nexus Study, including those facilities identified in the Villages of Zinfandel public facilities financing plan development fee program.

16.81.060 Imposition of development fees.

No change in a land use designation shall be approved within the PFFP area unless payment of the development fees established by this chapter is required by the property owner as a condition of such approval. No building permit shall be approved for property within the PFFP area unless the development fees for that property are paid as required by this chapter.

16.81.070 Payment of development fees.

~~The development fees imposed pursuant to this chapter shall be paid by the property owner to the department in an amount calculated pursuant to RCMC 16.81.080, 16.81.090 and 16.81.100. The fees shall be calculated and paid upon issuance of building permits. The development fees imposed pursuant to this chapter will cease to be collected and all future development fees shall be paid by the property owner to the City in an amount calculated pursuant to RCMC 16.84.~~

16.81.080 Adoption of the capital improvement plan/program of the PFFP development fee program.

~~The council shall by resolution adopt the capital improvement plan/program of the PFFP development fee program. The council shall review the capital improvement plan/program of the PFFP development fee program not less than annually and may amend it by resolution at its discretion.~~

16.81.090 Establishment of development fees.

~~A separate development fee is hereby established for each of the following categories: (A) administration; and (B) off-site roadway mitigation facilities.~~

16.81.100 Calculation of development fees.

~~A. The development fees per dwelling unit for residential development set forth in RCMG 16.81.060 and 16.81.070 shall be calculated pursuant to the following formula:~~

$$\text{F} = \text{P}$$

~~Where:~~

~~F = The development fee for each category of public facilities to be paid for each dwelling unit by the owner of property; and~~

~~P = Program fee per dwelling unit for each category of public facilities for the type of development as shown in the PFFP development fee program.~~

~~B. The development fees per building permit for nonresidential development set forth in RCMG 16.81.060 and 16.81.070 shall be calculated pursuant to the following formula:~~

$$\text{F} = \text{P} \times \text{S}$$

~~Where:~~

~~F = The development fee for each category of public facilities to be paid for each building permit by the owner of property; and~~

~~P = Program fee per square foot of building floor area for each category of public facilities for the type of development as shown in the PFFP development fee program; and~~

~~S = The number of square feet of building floor area proposed for development.~~

~~C. The administration fee per building permit set forth in RCMG 16.81.060 and 16.81.070 shall be calculated pursuant to the following formula:~~

$$\text{F} = \text{T} \times 3\%$$

~~Where:~~

~~F = The administration fee to be paid for each dwelling unit for residential development, or for each building permit for nonresidential development, by the owner of property for which a change in land use zone has been approved or the permits described in RCMG 16.81.060 are proposed for approval.~~

~~T = The sum of the development fees for off-site roadway mitigation and library facilities to be paid for each dwelling unit for residential development, or for each building permit for nonresidential development, before any applicable credit pursuant to RCMC 16.81.120 is applied, by the owner of property for which a change in land use zone has been approved or the permits described in RCMC 16.81.060 are proposed for approval.~~

~~D. The development fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B) and (C) of this section for the categories established by RCMC 16.81.090.~~

~~E. For the purpose of calculating PFFP development fees pursuant to subsections (A), (B), (C) and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site, the director is hereby authorized to determine the land use category which corresponds most directly to the use and density.~~

~~F. For the purpose of calculating PFFP development fees pursuant to subsections (A), (B), (C) and (D) of this section for building permits not associated with dwelling units from a recorded single-family residential subdivision, nonresidential development, or multifamily residential development, or for land use categories not included in this chapter, the director is hereby authorized to determine the appropriate program fees.~~

16.81.110 Establishment of dwelling unit equivalent factor for land uses within the Villages of Zinfandel PFFP area.

A. Repealed by Ord. 8-2013.

~~B. The dwelling unit equivalent (DUE) factors per development unit utilized to calculate the off-site roadway mitigation development fee shall be as follows:~~

Land Use Category	DUE Factor	Development Unit
Residential		
Low-density (LD)	0.90	dwelling-unit

Land Use Category	DUE Factor	Development Unit
Low density cluster (LDC)	0.80	dwelling unit
Medium density (MD)	0.70	dwelling unit nonresidential
Business/professional office (BP)	0.001126	square foot
Retail commercial (RC)	0.001327	square foot
Light industrial (LI)	0.001166	square foot

16.81.120 Credit for construction of off-site roadway mitigation facilities.

A. Where an off-site roadway mitigation facility is proposed for construction by the property owner within six months prior to the beginning of the fiscal year for which it is scheduled for construction in the capital improvement plan/program of the PFFP off-site roadway mitigation fee program and after that time, the director at his or her discretion may either (1) enter into a credit agreement with the property owner pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.81.130.

B. Upon application by the property owner or his authorized agent, the director may authorize the construction of any off-site roadway mitigation facilities, or portions thereof, within six months prior to the beginning of the fiscal year for which it is scheduled for construction and after that time as designated in the capital improvement plan/program of the PFFP off-site roadway mitigation fee program in lieu of all or a portion of the off-site roadway mitigation facilities development fee required by this chapter. If so authorized, the credit to be provided to the property owner shall be equal to the estimated cost of the facility as set forth in the then-current PFFP off-site roadway mitigation fee program, including, but not limited to, unit prices,

quantities and project descriptions. The construction of any facility authorized by this section must be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the director and the city attorney, prior to credit being given and issuance of any of the approvals set forth in RCMC 16.81.050.

C. Where the amount of the credit is less than the amount of the otherwise applicable transportation facilities development fee, the property owner must pay the difference as set forth in RCMC 16.81.080.

D. Where the amount of the credit is greater than the amount of the development fee, the property owner shall be paid the difference only from the off-site roadway mitigation fund within a reasonable time after the project is accepted by the department and shall be entered into a reimbursement agreement pursuant to RCMC 16.81.130.

E. Where any agreements executed under RCMC 16.81.160 shall now be administered under RCMC 16.84.110.

16.81.130 Reimbursement for construction of off-site roadway mitigation facilities in advance of the PFFP off-site roadway mitigation fee program schedule.

A. Upon application by the property owner or his authorized agent, the director may enter into a reimbursement agreement for the construction of any transportation facilities, or portions thereof, as designated in the PFFP off-site roadway mitigation fee program. The agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall require reimbursement only from the Villages of Zinfandel off-site roadway mitigation fund.

B. The amount of reimbursement shall be the estimated cost of the facility as set forth in the PFFP off-site roadway mitigation fee program in effect at the time the reimbursement agreement is approved. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction in the PFFP off-site roadway mitigation fee program.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the development fees in the manner and amount specified by this chapter.

D. If the director enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC [16.81.120](#)(A), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;
2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;
3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and
4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the development fees deposited in the Villages of Zinfandel off-site roadway mitigation fund.

D. Where any agreements executed under RCMC 16.81.130 shall now be administered under RCMC 16.84.120.

16.81.140 Annual program fee adjustment.

~~Beginning March 1, 2014, the finance director shall authorize the adjustment of the program fee per development unit for each type of development in each fee category as follows:~~

- ~~1. A "mean" index will be computed by averaging the index for 20 U.S. cities within the index for San Francisco by resort to the January issue of the Engineering News-Record magazine construction cost index of the year in which the calculation is being made.~~
- ~~2. An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (A)(1) of this section by the "mean" index for the previous January.~~
- ~~3. The adjusted program fee per development unit shall be calculated by multiplying the adjustment factor by the program fee per development unit in place prior to the annual adjustment.~~

~~Beginning January 1, 2015, and thereafter each year no later than January 15th, the finance director shall authorize the adjustment of the program fee per development unit for each type of development in each fee category as follows:~~

~~1. A “mean” index will be computed by averaging the index for 20 U.S. cities within the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine construction cost index.~~

~~2. An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (B)(1) of this section by the “mean” index for the previous October.~~

~~3. The adjusted program fee per development unit shall be calculated by multiplying the adjustment factor by the program fee per development unit in place prior to the annual adjustment.~~

16.81.150 Alternative method and compliance with other laws.

This chapter is intended to establish a supplemental method for funding the estimated cost of certain facilities the need for which will be generated by the level and type of development proposed in the Villages of Zinfandel special planning area. The provisions of this chapter shall not be construed to limit the power of the council to impose any other fees or exactions or to continue to impose existing ones on development within the PFFP area, but shall be in addition to any other requirements which the council is authorized to impose, or has previously imposed, as a condition of approving plans, rezonings or other entitlements within the PFFP area pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and other exactions required by, but not limited to: (1) the city of Rancho Cordova public works department improvement standards; (2) the Quimby Act (Section 66477 et seq. of the Government Code) and implementing ordinances (Chapter 22.40 RCMC); (3) school impact fees (Section 65970 et seq. of the Government Code) and implementing ordinances; and county drainage fees (Sacramento County Water Agency Ordinance No. 1). Any credits or repayments pursuant to RCMC 16.81.120 and 16.81.130 shall not include the funding, construction or dedications described in this section.

The construction of facilities by a private owner pursuant to RCMC 16.81.120 and 16.81.130 shall be performed and contracted for only as required by law, including, but not limited to, compliance with the department’s improvement standards, and requirements for public works, if applicable to the particular facility.

MEMORANDUM



DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NUMBER 2021-261 WITH THE RANCHO CORDOVA AREA CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED \$519,200 FOR BUSINESS RETENTION SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to sign Agreement No. 2021-261 with the Rancho Cordova Chamber of Commerce in an amount not to exceed \$519,200 to provide business retention services.

BACKGROUND

In the Fall of 2016, City staff presented Council with a five-year Strategic Plan for economic development. The strategy is designed to be broad enough to capture a changing and dynamic business market. The strategy is laid out by the primary functions of the City's Economic Development Department, which include the following areas: business attraction, business retention and expansion, network-building, marketing and visibility, and areas of collaboration and partnerships.

In the Fall of 2019, the Council approved the City's Economic Development Action Plan and directed staff to continue the work on the implementation of the Strategic Plan. As part of the Action Plan, a contract was executed with the Rancho Cordova Chamber of Commerce to assist the City with its economic development activities. The main focus of the contract was assisting with business retention efforts, launching the RCity Shop Local app, providing micro grants to small businesses, and offering assistance to businesses as they navigate the impacts of the COVID-19 pandemic.

As the pandemic continues to heavily impact the City's business community, especially those businesses in the service and hospitality industries, the Economic Development Department and Rancho Cordova Chamber of Commerce have expanded the Scope of Services to continue to support existing businesses and to help them succeed in this challenging environment. The proposed Agreement No. 2021-261 replaces the prior agreement and will continue and expand the work proposed in the original contract.

The Rancho Cordova Chamber of Commerce is partnering with the Asian Chamber and bringing the Minority Business Assistance & Recovery Kickstart (MBARK) program to Rancho Cordova. The focus of the program is to work one-on-one with small businesses and provide technical assistance in a variety of languages. The Rancho Cordova Chamber will also continue the work to on-board businesses into the RCity app, assist with fraud and scam prevention, and post-COVID protocols and legislative mandates. Other work to be completed by the Chamber will include:

- Conservation & Retention
 - Webinars, workshops, and programs designed to assist with maintaining a prosperous small business
 - Access to capital
 - Management of financial records
 - Business model evaluation
 - Use of public data for research
 - Homeless management
 - Business disaster preparedness
 - Business walks
 - Business Watch
- Prosper & Thrive
 - Economic Gardening
 - SMUD Sustainable communities' collaboration
 - Identify impact opportunities for Opportunity Zones
 - Identify programs from Go-Biz
 - Explore city-wide technology opportunities
 - Explore broadband access
 - SMART City Task Force
 - Develop strategies for city-wide efficiencies (EV's, sustainability, utility support)
- Future of Business in Rancho Cordova
- Share the Information – consolidate information about resources
- Mini Grants – provide small grants (\$1,000 to \$2,500) to small businesses

FISCAL IMPACT

Funding for Contract No. 2021-261 with the Rancho Cordova Chamber of Commerce will come from Measure R.

ATTACHMENT(S)

1. Resolution
2. Professional Services Agreement Contract No. 2021–261
3. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NO.
2021-261 WITH THE RANCHO CORDOVA AREA CHAMBER OF COMMERCE IN AN
AMOUNT NOT TO EXCEED \$519,200 FOR BUSINESS RETENTION SERVICES FOR
FISCAL YEAR 2021-2022**

WHEREAS, the City of Rancho Cordova (the "City") wishes to contract with the Rancho Cordova Area Chamber of Commerce (the "Chamber") for business retention services for fiscal year 2021-2022;

WHEREAS, the City and the Chamber entered into a three year Professional Services Agreement 2020-50 ("Agreement 2020-50-1") on May 1, 2020 in an amount not to exceed \$262,000 for the purpose of providing business retention services; and

WHEREAS, the Parties expanded the Scope of Work and amended the Agreement 2020-50-1 on December 21, 2020 in an amount not to exceed \$294,000; and

WHEREAS, the City would like to cancel Agreement 2020-50-1; and

WHEREAS, the City would like to enter into a new Professional Services Agreement 2021-261 (the "Agreement") with the Chamber, in an amount not to exceed \$519,200 to assist the business community continue its recovery from the COVID-19 pandemic; and

WHEREAS, the City and the Chamber have negotiated the Agreement substantially in the form on file with the City Clerk that sets forth the requirements for the Chamber's services; and

WHEREAS, there are sufficient funds budgeted to cover the costs of the Agreement; and

WHEREAS, the Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

1. The above recitals are true and are incorporated herein by this reference.
2. Agreement 2020-50-1 by and between the City and the Rancho Cordova Area Chamber of Commerce is hereby terminated as of the effective date of Agreement 2021-261.
3. The City Manager is hereby authorized to execute Agreement 2021-261 with the Rancho Cordova Area Chamber of Commerce, in a form acceptable to the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.
4. This Resolution shall become effective immediately upon its passage.

ITEM 9.8.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
RANCHO CORDOVA AREA CHAMBER OF
COMMERCE**

THIS AGREEMENT (this "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Rancho Cordova Area Chamber of Commerce, a California nonprofit corporation ("Professional") as of July 19, 2021 (the "Effective Date"). The City and Professional are collectively referred to herein as the "**Parties.**"

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to the date of completion, unless the term of this Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate this Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed five hundred nineteen thousand two hundred dollars (\$519,200), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement.

Last Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

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incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** There are no reimbursable expenses permitted under this Agreement.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

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the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify

under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- Section 10 MISCELLANEOUS PROVISIONS.**
- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Amanda Norton ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

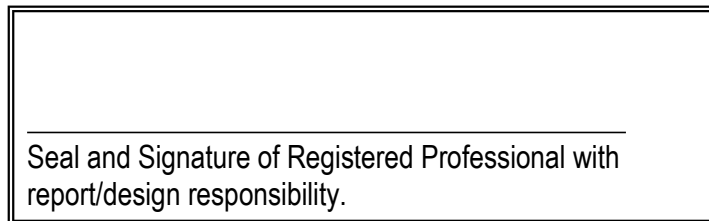
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10.10 Notices. Any written notice to Professional shall be sent to:

Rancho Cordova Chamber of Commerce
ATTN: Diann Rogers
2729 Prospect Park Dr. #117, Ranch Cordova, CA 95670
Email Address (for Insurance Update Requests)
dhrogers@ranchocordova.org

Any written notice to City shall be sent to:

City of Rancho Cordova
ATTN: Amanda Norton
2729 Prospect Park Dr., Rancho Cordova, CA 95670

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.**10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Diann Rogers, President and CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A



MEASURE R – LOCAL RECOVERY & RELIEF
The Role of the Rancho Cordova Chamber of Commerce

Initial calls to support Measure R included support from the business community for our business community. Funds from the ½ cent sales tax are committed to *“support existing businesses and attract more retail, restaurants and recreation opportunities. It will also provide funding to revitalize commercial corridors to improve safety, reduce panhandling and help revitalize old, vacant buildings to attract new business and entertainment to the area.”*

The Rancho Cordova Chamber is the ideal collaborator to play a significant part in executing this element of the measure and respectfully urges consideration of dedicating resources from Measure R to this cause. Engage our team and partners to ensure our business community recovers from the pandemic, remains healthy and prosperous, and provided every opportunity to thrive!

The Chamber team has expanded, restructured, and reorganized to strengthen our effectiveness on behalf of business. Even more importantly, relationships with business support partners have developed substantially. The Chamber, by design, is a champion for a stronger community, a convener of those who makes things happen, and a catalyst for business growth. Prosperity alignment is our superpower.

What follows describes three stages of support for the Rancho Cordova business community. These are not linear but parallel approaches depending on the needs and resources available. In addition, we’ve included specific projects to pursue and incorporate partners to serve local business needs best.

TRIAGE & RECOVERY

Purpose: The pandemic is subsiding, and the region is returning to past practices. However, some elements must be considered. First, the pandemic has not impacted business sectors equally. The service and hospitality industries have borne the most significant impact. Businesses with fewer employees and less revenue do not have the same capacity to survive as their larger counterparts. Minority and women-owned businesses have more difficulty participating in government programs and limited access to financial resources and programs. Business owners who may not have significant command of English or come from regions where government is not trusted need dedicated attention.

Secondly, returning to past practices will only apply to some. The overused cliché “the new normal” is appropriate and extraordinarily difficult to predict. According to one study, consumers want sustainable and innovative products, and there are not yet enough in the market. Consumer spending will be grossly uneven. Potentially 25% of the workforce will need to retrain or seek new roles.

Partners: Our Chamber team has identified partners well equipped to identify challenges and effectively respond. Our primary partner during recovery:

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
 (916) 273-5700 ♦ RanchoCordova.org ♦ email: DHROgers@RanchoCordova.org



- **MBARK – Minority Business Assistance & Recovery Kickstart** – will address the disproportional impact the pandemic has had on minority small business owners. Their objective is to engage proactively, then stabilize and grow these businesses. In addition, MBARK creates a bridge of trust between government and the private sector, offering:
 - Economic impact analysis
 - Dedicated outreach – geographic and niche
 - Culturally appropriate training and assistance
 - Technical assistance provided (1:1) in a variety of languages

The Chamber will apply these approaches to segments not reached by MBARK of our business community in collaboration with other partners.

Strategies / Programs: Awareness, process, and utilization are the primary roadblocks for businesses participating in recovery programs. The Chamber brings a range of tools to improve awareness of programs available to the struggling business community, including dedicated marketing, targeted information campaigns, and creative means to connect.

We are acutely aware processes, or procedures can be significant roadblocks. The Chamber is versed in making the confusing less perplexing and the complicated simpler. During the pandemic, we have been a link between the private and public sectors. Our “ear to the ground” has been a vital tool in developing sensible policies for recovery programs.

The Chamber has fostered opportunities within the community to promote and market the importance of buying, shopping, and supporting our Rancho Cordova businesses. While some of these efforts were borne of the pandemic, their long-term use will serve Rancho Cordova well beyond the pandemic.

Program and projects include:

- RCity App
- “Shop Local” campaigns
- Compliance support
- Fraud & Scam prevention

The City programs such as design assistance and the development services team reviews will also be incorporated into awareness campaigns.

Budget Request: \$203,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org



CONSERVATION & RETENTION

Purpose: While we support recovery, businesses must gain a solid footing for the future, along parallel tracks. Our role will be to identify growth models designed to ensure our business community remains viable as we move out of the pandemic. The effort requires broad as well as targeted preparation – general and specific to an individual business. Additionally, we must incorporate lessons learned through “Recovery” to adapt our retention efforts to the underserved and underreached businesses within Rancho Cordova.

Partners: We are strong advocates of reevaluation and review of what is and is not working. Practical experience, as well as partner engagement, are essential. We plan to engage generalists as well as specialists as partners in this effort. In addition to MBARK, we have established relationships with:

- The Better Business Bureau (BBB) – working closely with our small business community, the BBB Torch Center is a focal point for many business services and programs. Much of their work is focused on business growth and education.
- WorkFlow Lounge – targets very small enterprises, offering detailed and specific plans for success.
- Other potential partner entities include Go-Biz, BERC, SCORE, SBDC, and SBA. We will also seek opportunities to work with private sectors organizations and associations.

Strategies / Programs: Through our partners and others, we will connect business owners and their teams with programs pertinent to their needs.

- Maintaining a prosperous small business – a variety of formats & languages such as
 - Access to capital
 - Management of financial records
 - Business model evaluation
 - Use of public data for research
- Homeless management - resources for local businesses to effectively address homelessness
- Business disaster preparedness – prepare businesses in anticipation of future events
- Business walks – feet and ears on the ground, are an excellent way to connect, evaluate and respond to the specific needs of our Rancho Cordova businesses.
- Business Watch – work with RCPD to expand the City business watch program. Engage with Cal-ORCA.

Budget Request: \$41,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org



PROSPER & THRIVE

Purpose: We must also give voice to ensuring our businesses go beyond survival and the basics. What does it take to prosper and thrive in Rancho Cordova? Is it driving more jobs in the technology sector? Do we become our version of a "Smart City"? Is it offering programs for our mid-sized industries to grow and reach the next level of success? Do we focus on the external elements that support a growing community, or do we identify and target specific industries for attraction and growth?

Much of the work done in recovery and retention will drive answers to these questions. We must engage with projects and programs that improve livability, workability, and sustainability in Rancho Cordova as we respond to the impact of the pandemic.

Partners: Our Chamber team has identified partners who bring to the table resources. Additionally, there are exciting opportunities to support the growth of businesses and industries within the City.

For example:

- **Economic Gardening** - Growth companies are recruited and trained on using sophisticated business intelligence tools and research.
 - Identify market trends, potential competitors, and previously unknown resources
 - Map geographic areas for targeted marketing
 - Raise visibility in search engine results and increased web traffic
 - Track websites, blogs, and online communities to better understand competitors and current and potential customers
 - Make informed decisions on core strategies and the respective business model
- **SMUD** - Sustainable communities' collaboration
- **Opportunity Zones** - identify impact opportunities
- **Go-Biz** – identify and advocate for programs and funding suitable for Rancho Cordova

Strategies / Programs: Strategies for growth are just that – strategies. We support the development of a city-wide effort for the growth of our business community.

- Explore city-wide technology opportunities specific to our business community
- Broadband access for residents and businesses
- SMART City Task Force – analysis and provide the Council with a suggested course of action
- City-wide efficiencies (EV's, sustainability, utility support)

Budget Request: \$45,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org



THE FUTURE OF BUSINESS IN RANCHO CORDOVA

The Chamber has long recognized the need to develop a passion for business in our youth. We want kids to think about the private sector and free enterprise as an opportunity, not just a job, to consider business majors in college, to develop a positive attitude about the business community. We propose a review of programs targeted at middle and high school students to prepare them for the workforce and investing in programs such as Future Business Leaders of America (FBLA), Young Entrepreneurs Academy (YEA), Junior Achievement, or Youth About Business.

Areas of focus:

- Communication
- Critical thinking
- Customer service
- Financial literacy
- Digital responsibility

Put into practice through:

- classroom instruction
- apprenticeships
- internships, and externships

Opportunities for

- Develop business plans
- Cultivate capital
- Create products
- Study consumer demographics

Budget Request: \$23,000

SHARE THE INFORMATION

The Chamber plans to consolidate information about resources, tools, programs, and more for distribution. Materials describing these assets would be valuable to those considering a new business venture. The information would be offered in various formats – a brochure, links to resource sites, or contacts with multiple entities and made available to those applying for business licenses or connecting with the Chamber for direction. The objective is to offer the “first pass” of helpful information.

Budget Request: \$4,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

**GRANTS**

Throughout the pandemic, grants have proven to be of significant value to our local business community. A fund of \$100,000 from which to offer small grants (ranging from \$1,000 to \$2,500) would be a real boost to many businesses. However, we propose to deviate from the rescue grant program managed during the pandemic and shift to a program focusing on moving forward. While financial assistance may be needed, we are learning many businesses want help attracting new customers, developing a social media presence, or rebranding. Providing financial support for a "re-grand opening" or retraining employees may be just the catalyst needed.

Budget Request: \$100,000

ADMINISTRATION

Management and administrative support of the programs and projects proposed will require additional funding. To meet the needs effectively and professionally, we respectfully request administrative financing of \$98,500.

Budget Request: \$98,500

CONCLUSION

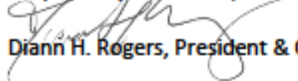
As the City's philosophy of serving as facilitators, the Chamber is a catalyst and convener for our business community. We are proud of this role and confident we are ideal allies for our City colleagues.

Thank you for the opportunity to participate in the recovery and growth of our Rancho Cordova business community.

Measure R Grant request - \$519,200 for FY 2021-2022

Program/Project	Request
Triage & Recovery	\$203,200
Conservation & Retention	\$45,500
Prosper & Thrive	\$45,000
The Future of Business	\$23,000
Sharing Information & Resources	\$4,000
Grants	\$100,000
Administration	\$98,500
	\$519,200

Respectfully submitted,


Diann H. Rogers, President & CEO

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

EXHIBIT B

COMPENSATION SCHEDULE

Regular invoices, no more frequently than monthly, will be submitted to the City of Rancho Cordova, Economic Development Department. Invoices will include hours and accomplishment by Task.

Billing Rate:

Triage & Recovery \$125.00 per hour

Total not to exceed amount of \$203,200

Conservation & Retention \$125.00 per hour

Total not to exceed amount of \$45,500

Prosper & Thrive \$125.00 per hour

Total not to exceed amount of \$45,000

The Future of Business \$125.00 per hour

Total not to exceed amount of \$23,000

Sharing Information & Resources \$125.00 per hour

Total not to exceed the amount of \$4,000

Administration \$125.00 per hour

Total not to exceed the amount of \$98,500

Grants

Professional shall administer a small grant program whereby granting small qualifying Rancho Cordova businesses grants between \$1,000 to \$2,500. No single entity shall receive more than one grant during the term of this Agreement.

Total grant allocation shall not exceed \$100,000.

Total compensation paid to Professional under this agreement shall not exceed \$519,200

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
RANCHO CORDOVA AREA CHAMBER OF
COMMERCE**

THIS AGREEMENT (this "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Rancho Cordova Area Chamber of Commerce, a California nonprofit corporation ("Professional") as of July 19, 2021 (the "Effective Date"). The City and Professional are collectively referred to herein as the "**Parties.**"

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to the date of completion, unless the term of this Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate this Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed five hundred nineteen thousand two hundred dollars (\$519,200), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement.

Last Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Professional's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

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incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** There are no reimbursable expenses permitted under this Agreement.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

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the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

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the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify

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under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

Last Revised June 2018

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Amanda Norton ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

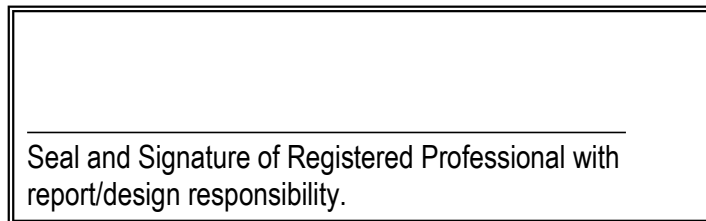
Last Revised June 2018

10.10 Notices. Any written notice to Professional shall be sent to:

Rancho Cordova Chamber of Commerce
ATTN: Diann Rogers
2729 Prospect Park Dr. #117, Ranch Cordova, CA 95670
Email Address (for Insurance Update Requests)
dhrogers@ranchocordova.org

Any written notice to City shall be sent to:

City of Rancho Cordova
ATTN: Amanda Norton
2729 Prospect Park Dr., Rancho Cordova, CA 95670

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.**10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Diann Rogers, President and CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A



MEASURE R – LOCAL RECOVERY & RELIEF
The Role of the Rancho Cordova Chamber of Commerce

Initial calls to support Measure R included support from the business community for our business community. Funds from the ½ cent sales tax are committed to *“support existing businesses and attract more retail, restaurants and recreation opportunities. It will also provide funding to revitalize commercial corridors to improve safety, reduce panhandling and help revitalize old, vacant buildings to attract new business and entertainment to the area.”*

The Rancho Cordova Chamber is the ideal collaborator to play a significant part in executing this element of the measure and respectfully urges consideration of dedicating resources from Measure R to this cause. Engage our team and partners to ensure our business community recovers from the pandemic, remains healthy and prosperous, and provided every opportunity to thrive!

The Chamber team has expanded, restructured, and reorganized to strengthen our effectiveness on behalf of business. Even more importantly, relationships with business support partners have developed substantially. The Chamber, by design, is a champion for a stronger community, a convener of those who makes things happen, and a catalyst for business growth. Prosperity alignment is our superpower.

What follows describes three stages of support for the Rancho Cordova business community. These are not linear but parallel approaches depending on the needs and resources available. In addition, we’ve included specific projects to pursue and incorporate partners to serve local business needs best.

TRIAGE & RECOVERY

Purpose: The pandemic is subsiding, and the region is returning to past practices. However, some elements must be considered. First, the pandemic has not impacted business sectors equally. The service and hospitality industries have borne the most significant impact. Businesses with fewer employees and less revenue do not have the same capacity to survive as their larger counterparts. Minority and women-owned businesses have more difficulty participating in government programs and limited access to financial resources and programs. Business owners who may not have significant command of English or come from regions where government is not trusted need dedicated attention.

Secondly, returning to past practices will only apply to some. The overused cliché “the new normal” is appropriate and extraordinarily difficult to predict. According to one study, consumers want sustainable and innovative products, and there are not yet enough in the market. Consumer spending will be grossly uneven. Potentially 25% of the workforce will need to retrain or seek new roles.

Partners: Our Chamber team has identified partners well equipped to identify challenges and effectively respond. Our primary partner during recovery:

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
 (916) 273-5700 ♦ RanchoCordova.org ♦ email: DHROgers@RanchoCordova.org



- **MBARK – Minority Business Assistance & Recovery Kickstart** – will address the disproportional impact the pandemic has had on minority small business owners. Their objective is to engage proactively, then stabilize and grow these businesses. In addition, MBARK creates a bridge of trust between government and the private sector, offering:
 - Economic impact analysis
 - Dedicated outreach – geographic and niche
 - Culturally appropriate training and assistance
 - Technical assistance provided (1:1) in a variety of languages

The Chamber will apply these approaches to segments not reached by MBARK of our business community in collaboration with other partners.

Strategies / Programs: Awareness, process, and utilization are the primary roadblocks for businesses participating in recovery programs. The Chamber brings a range of tools to improve awareness of programs available to the struggling business community, including dedicated marketing, targeted information campaigns, and creative means to connect.

We are acutely aware processes, or procedures can be significant roadblocks. The Chamber is versed in making the confusing less perplexing and the complicated simpler. During the pandemic, we have been a link between the private and public sectors. Our “ear to the ground” has been a vital tool in developing sensible policies for recovery programs.

The Chamber has fostered opportunities within the community to promote and market the importance of buying, shopping, and supporting our Rancho Cordova businesses. While some of these efforts were borne of the pandemic, their long-term use will serve Rancho Cordova well beyond the pandemic.

Program and projects include:

- RCity App
- “Shop Local” campaigns
- Compliance support
- Fraud & Scam prevention

The City programs such as design assistance and the development services team reviews will also be incorporated into awareness campaigns.

Budget Request: \$203,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

**CONSERVATION & RETENTION**

Purpose: While we support recovery, businesses must gain a solid footing for the future, along parallel tracks. Our role will be to identify growth models designed to ensure our business community remains viable as we move out of the pandemic. The effort requires broad as well as targeted preparation – general and specific to an individual business. Additionally, we must incorporate lessons learned through “Recovery” to adapt our retention efforts to the underserved and underreached businesses within Rancho Cordova.

Partners: We are strong advocates of reevaluation and review of what is and is not working. Practical experience, as well as partner engagement, are essential. We plan to engage generalists as well as specialists as partners in this effort. In addition to MBARK, we have established relationships with:

- The Better Business Bureau (BBB) – working closely with our small business community, the BBB Torch Center is a focal point for many business services and programs. Much of their work is focused on business growth and education.
- WorkFlow Lounge – targets very small enterprises, offering detailed and specific plans for success.
- Other potential partner entities include Go-Biz, BERC, SCORE, SBDC, and SBA. We will also seek opportunities to work with private sectors organizations and associations.

Strategies / Programs: Through our partners and others, we will connect business owners and their teams with programs pertinent to their needs.

- Maintaining a prosperous small business – a variety of formats & languages such as
 - Access to capital
 - Management of financial records
 - Business model evaluation
 - Use of public data for research
- Homeless management - resources for local businesses to effectively address homelessness
- Business disaster preparedness – prepare businesses in anticipation of future events
- Business walks – feet and ears on the ground, are an excellent way to connect, evaluate and respond to the specific needs of our Rancho Cordova businesses.
- Business Watch – work with RCPD to expand the City business watch program. Engage with Cal-ORCA.

Budget Request: \$41,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

**PROSPER & THRIVE**

Purpose: We must also give voice to ensuring our businesses go beyond survival and the basics. What does it take to prosper and thrive in Rancho Cordova? Is it driving more jobs in the technology sector? Do we become our version of a "Smart City"? Is it offering programs for our mid-sized industries to grow and reach the next level of success? Do we focus on the external elements that support a growing community, or do we identify and target specific industries for attraction and growth?

Much of the work done in recovery and retention will drive answers to these questions. We must engage with projects and programs that improve livability, workability, and sustainability in Rancho Cordova as we respond to the impact of the pandemic.

Partners: Our Chamber team has identified partners who bring to the table resources. Additionally, there are exciting opportunities to support the growth of businesses and industries within the City.

For example:

- **Economic Gardening** - Growth companies are recruited and trained on using sophisticated business intelligence tools and research.
 - Identify market trends, potential competitors, and previously unknown resources
 - Map geographic areas for targeted marketing
 - Raise visibility in search engine results and increased web traffic
 - Track websites, blogs, and online communities to better understand competitors and current and potential customers
 - Make informed decisions on core strategies and the respective business model
- **SMUD** - Sustainable communities' collaboration
- **Opportunity Zones** - identify impact opportunities
- **Go-Biz** – identify and advocate for programs and funding suitable for Rancho Cordova

Strategies / Programs: Strategies for growth are just that – strategies. We support the development of a city-wide effort for the growth of our business community.

- Explore city-wide technology opportunities specific to our business community
- Broadband access for residents and businesses
- **SMART City Task Force** – analysis and provide the Council with a suggested course of action
- City-wide efficiencies (EV's, sustainability, utility support)

Budget Request: \$45,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

**THE FUTURE OF BUSINESS IN RANCHO CORDOVA**

The Chamber has long recognized the need to develop a passion for business in our youth. We want kids to think about the private sector and free enterprise as an opportunity, not just a job, to consider business majors in college, to develop a positive attitude about the business community. We propose a review of programs targeted at middle and high school students to prepare them for the workforce and investing in programs such as Future Business Leaders of America (FBLA), Young Entrepreneurs Academy (YEA), Junior Achievement, or Youth About Business.

Areas of focus:

- Communication
- Critical thinking
- Customer service
- Financial literacy
- Digital responsibility

Put into practice through:

- classroom instruction
- apprenticeships
- internships, and externships

Opportunities for

- Develop business plans
- Cultivate capital
- Create products
- Study consumer demographics

Budget Request: \$23,000

SHARE THE INFORMATION

The Chamber plans to consolidate information about resources, tools, programs, and more for distribution. Materials describing these assets would be valuable to those considering a new business venture. The information would be offered in various formats – a brochure, links to resource sites, or contacts with multiple entities and made available to those applying for business licenses or connecting with the Chamber for direction. The objective is to offer the “first pass” of helpful information.

Budget Request: \$4,000

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

**GRANTS**

Throughout the pandemic, grants have proven to be of significant value to our local business community. A fund of \$100,000 from which to offer small grants (ranging from \$1,000 to \$2,500) would be a real boost to many businesses. However, we propose to deviate from the rescue grant program managed during the pandemic and shift to a program focusing on moving forward. While financial assistance may be needed, we are learning many businesses want help attracting new customers, developing a social media presence, or rebranding. Providing financial support for a "re-grand opening" or retraining employees may be just the catalyst needed.

Budget Request: \$100,000

ADMINISTRATION

Management and administrative support of the programs and projects proposed will require additional funding. To meet the needs effectively and professionally, we respectfully request administrative financing of \$98,500.

Budget Request: \$98,500

CONCLUSION

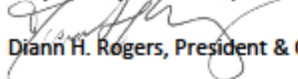
As the City's philosophy of serving as facilitators, the Chamber is a catalyst and convener for our business community. We are proud of this role and confident we are ideal allies for our City colleagues.

Thank you for the opportunity to participate in the recovery and growth of our Rancho Cordova business community.

Measure R Grant request - \$519,200 for FY 2021-2022

Program/Project	Request
Triage & Recovery	\$203,200
Conservation & Retention	\$45,500
Prosper & Thrive	\$45,000
The Future of Business	\$23,000
Sharing Information & Resources	\$4,000
Grants	\$100,000
Administration	\$98,500
	\$519,200

Respectfully submitted,


Diann H. Rogers, President & CEO

2729 Prospect Park Dr., #117, Rancho Cordova, CA 95670
(916) 273-5700 ♦ RanchoCordova.org ♦ email: DHRogers@RanchoCordova.org

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Regular invoices, no more frequently than monthly, will be submitted to the City of Rancho Cordova, Economic Development Department. Invoices will include hours and accomplishment by Task.

Billing Rate:
Triage & Recovery
 \$125.00

per hour
 Total not to exceed amount of \$203,200

Conservation & Retention
 \$125.00

per hour
 Total not to exceed amount of \$45,500

Prosper & Thrive
 \$125.00

per hour
 Total not to exceed amount of \$45,000

The Future of Business
 \$125.00

per hour
 Total not to exceed amount of \$23,000

Sharing Information & Resources

\$125.00 per hour
 Total not to exceed the amount of
 \$4,000

Administration

\$125.00

ITEM 9.8.

ATTACHMENT 2

per hour

Total not to exceed the amount of \$98,500

Grants

Professional shall administer a small grant program whereby granting small qualifying Rancho Cordova businesses grants between \$1,000 to \$2,500. No single entity shall receive more than one grant during the term of this Agreement.

Total grant allocation shall not exceed \$100,000.

Total compensation paid to Professional under this agreement shall not exceed \$519,200

MEMORANDUM



ITEM 10.1.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ARDA FOR THE ELLIOTT PORTION OF RIO DEL ORO TO SPECIFY DEVELOPER PARTICIPATION IN SUNRISE DRAINAGE IMPROVEMENTS AND IDENTIFY CITY AND ELLIOTT RESPONSIBILITIES FOR CONSTRUCTION OF WHITE ROCK ROAD GENERALLY FROM RANCHO CORDOVA PARKWAY TO COLLECTOR A.**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will approve a Second Amendment of the Amended and Restated Development Agreement relative to the 1,516-acre Elliott portion of Rio Del Oro to specify developer participation in Sunrise drainage improvements and identify City and Elliott responsibilities for construction of White Rock Road generally from Rancho Cordova Parkway to Collector A.

BACKGROUND

On September 19, 2016, City Council adopted the Amended and Restated Development Agreement (ARDA) for Elliott Homes relative to its 1,516 acres of the Rio Del Oro project. The ARDA included fee reductions to incentivize development.

On November 4, 2019, City Council adopted an ordinance readopting the amended and restated development agreement and affordable housing plan for the Elliott portion of Rio Del Oro and approving the First Amendment to the 169.7-acre Elliott Phase 1 portion of Rio Del Oro. The First Amendment identified City and Elliott responsibilities for construction of White Rock Road generally from Luyung Drive to Rancho Cordova Parkway, and adjusted certain fees to incentivize development.

Since that time, the City of Rancho Cordova has awarded a construction contract for improvements to White Rock Road generally between Fitzgerald Road and Collector A. Also, Elliott Homes has commenced grading and utility installation with Parcel 67, located generally southwest of the future intersection of White Rock Road and Rancho Cordova Parkway. And on June 7, 2021, City Council approved the Rio Del Oro Delivery Station Project No. DD10030 located northeast of the future intersection of Rancho Cordova Parkway and International Drive. To promote further economic development and support these projects, staff recommends that City Council approve this Second Amendment to the 1,516 acre ARDA property including:

1. Developer participation in Sunrise drainage improvements to reduce the potential for flooding near Monier Circle: In addition to completion of the drainage basin at lot G, The developer shall pay \$300,000 with recordation of each small lot subdivision map for lots 67A, 67B, and 67E (Total \$900,000). The participation will be utilized to partially fund planning, design and construction of improvements to reduce the potential for flooding on Sunrise Boulevard near Recycle Road. This condition applies to the 1,516 acre ARDA property.
2. City and Elliott responsibilities for construction of White Rock Road generally from Rancho Cordova Parkway to Collector A: In general, the City shall be responsible for building a five-lane roadway with median within those limits, and Elliott Homes shall reimburse the City for construction including, but not limited to, curb and gutter, certain drainage improvements, and signal improvements at Collector A. This condition applies to the 169.7 acre ARDA property.

See attached Site Map Attachment 3 for location information.

FISCAL IMPACT AND FUNDING SOURCE

Construction is funded through federal grants, development impact fees, and developer reimbursement. There is no impact to the City's general fund.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance - Second Amendment to ARDA Final
3. Rio Del Oro Site Map
4. Public Noticing Map
5. Mailing Labels for ARDA notice of Public Hearing

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2021

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A SECOND AMENDMENT OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT**

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

Section 1. Recitals.

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

B. The City and Alta Vista, LLC. ("Landowner") entered into an Amended and Restated Development Agreement (the "ARDA") which was approved by the City Council on November 4, 2019 and recorded on June 10, 2020.

C. The City and Landowner entered into the ARDA relative to development within a 1,516-acre portion of the Rio Del Oro Specific Plan Area as defined in the ARDA (the "Property").

D. The City and Landowner entered into a First Amendment of the ARDA ("First Amendment") that was approved by the City Council on November 4, 2019 and recorded on April 7, 2020.

E. The City and Landowner entered into the First Amendment relative to development within a 169.7-acre portion of the Property as defined in the First Amendment ("First Amendment Property").

F. Pursuant to Government Code section 65868, the City and Landowner now wish to enter into a Second Amendment affecting the same Property that was the subject of the ARDA to revise the Parties' obligations with respect to drainage improvements along Sunrise Boulevard and White Rock Road improvements.

G. The adoption of this Second Amendment is exempt from CEQA under CEQA Guideline 15061(b)(3).

N. On July 19, 2021, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code

section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the Amended RDO Specific Plan; (d) the entitlements and CEQA approvals for Rio Del Oro; and (on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Second Amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) The ARDA and the Second Amendment do not amend or revise the development standards in the Amended RDO Specific Plan; (b) The General Plan consistency findings made by the City Council in Ordinance No. 11-2019, 9-2016, 16-2010 and 33-2010, including the General Plan consistency analysis matrix are still accurate and relevant, and are incorporated herein by this reference as if set forth in full herein.

B. The Second Amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City in that the Project will proceed in accordance with all the programs and policies of the General Plan and the Amended RDO Specific Plan.

C. The City Council finds that the adoption of this Second Amendment is exempt from CEQA under CEQA Guideline 15061(b)(3).

D. The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Second Amendment of the Amended and Restated Development Agreement.

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

Section 4: Recordation

Within ten (10) days after the Second Amendment to the Amended and Restated Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion

ITEM 10.1.

ATTACHMENT 1

thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

LANDOWNER OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

SECOND AMENDMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT

ATTACHMENT 3

**SECOND AMENDMENT OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT**

This Second Amendment of the Amended and Restated Development Agreement ("Second Amendment") is entered into as of this [REDACTED] day of [REDACTED], 2021, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and ALTA VISTA, LLC, an Arizona limited liability company ("Landowner") pursuant to Sections 65864 through 65869.5 of the Government Code of California. City and Landowner are collectively referred to as the "Parties."

RECITALS

A. City and Landowner entered into an Amended and Restated Development Agreement (the "ARDA") which was approved by the City Council on November 4, 2019 and recorded on June 10, 2020, in the Official Records of Sacramento County as Document No. 202006101878. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the ARDA.

B. City and Landowner entered into the ARDA relative to development within a 1,516-acre portion of the Rio Del Oro Specific Plan Area as more precisely defined in Exhibits "A-1" and "A-2" of the ARDA (the "Property").

C. City and Landowner entered into a First Amendment of the ARDA ("First Amendment") which was approved by the City Council on November 4, 2019 and recorded on April 7, 2020, in the Official Records of Sacramento County as Document No. 202004070937.

D. City and Landowner entered into the First Amendment relative to development within a 169.7-acre portion of the Property as more precisely defined in Exhibits "A" and "B" of the First Amendment ("First Amendment Property").

E. This Second Amendment affects the Property as more precisely defined in Exhibit "A" and depicted on Exhibit "B" attached to this Second Amendment. For the sake of clarity, Exhibits "A" and "B" of this Second Amendment are the same as Exhibits "A-1" and "A-2" of the ARDA. This Second Amendment is authorized by Section 14.1 of the ARDA and shall run with the Property.

F. City and Landowner intend for this Second Amendment to revise the Parties' obligations with respect to drainage improvements along Sunrise Boulevard and White Rock Road improvements.

G. On [REDACTED], 2021, the City Council held a public hearing and introduced City Council Ordinance No. [REDACTED]-2021 approving this Second Amendment. City adopted City Council Ordinance [REDACTED]-2021 on [REDACTED], 2021. On [REDACTED], by Ordinance No. [REDACTED]-2021, the City Council found the adoption of this Second Amendment exempt from CEQA under CEQA Guideline 15061(b)(3).

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of the ARDA.** The following sections and exhibits of the ARDA are hereby amended as follows:

1.1. **Revised Section 3.** The definitions set forth in Section 3 are hereby revised as follows:

1.1.1. The term "White Rock Road Construction Project – Rancho Cordova Parkway to Collector A" shall be added to read as follows: "White Rock Road Construction Project – Rancho Cordova Parkway to Collector A" shall mean City's construction of the section of White Rock Road depicted on Exhibit "C" attached to this Second Amendment and labeled "Built by City" from the White Rock Road/Rancho Cordova Parkway intersection to the eastern boundary of the Property pursuant to plans to be approved by City.

1.1.2. The term "White Rock Road Contribution" as set forth and defined in Section 3 is hereby deleted. For purposes of clarity, with respect to the First Amendment Property, the First Amendment previously deleted such defined term.

1.2. **Revised Section 10.** Section 10 is hereby amended and revised in its entirety to read as follows:

"10. Sunrise Boulevard Drainage Improvements. Landowner's obligations with respect to drainage improvements along Sunrise Boulevard shall be satisfied by Landowner's payment to City of Nine Hundred Thousand Dollars and No Cents (\$900,000.00) as follows: (1) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67A as identified on Exhibit "D" attached to this Second Amendment or within thirty (30) days of the Effective Date, whichever occurs last, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00); (2) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67B as identified on Exhibit "D" attached to this Second Amendment or within thirty (30) days of the Effective Date, whichever occurs last, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00); and (3) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67E as identified on Exhibit "D" attached to this Second Amendment, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00). City acknowledges that the payments described in this Section 10 and construction of the onsite drainage basin on large lot parcel 70 shall satisfy large lot map condition of approval 32 for Landowner and any and all small lot map condition(s) of approval relating to Sunrise Boulevard drainage for Landowner. In the event of any conflict between this Section 10 and any of the other Entitlements, this Section 10 shall control.

1.3. Revised Section 13.1. With respect to the First Amendment Property, City's and Landowner's rights and obligations, respectively, pursuant to Section 13.1 shall be governed by the First Amendment and, as such, Section 13.1 thereof shall not be amended or revised as set forth below for purposes of the First Amendment Property. With respect to all other portions of the Property, Section 13.1 is hereby amended and revised in its entirety to read as follows:

"13.1 White Rock Road Improvements. Landowner and City agree to complete improvements as summarized in this Section 13.1.

- A. City shall make diligent and reasonable efforts to commence the improvements described in this Section 13.1 by July 6, 2021. City acknowledges that the improvements described in this Section 13.1 substantially comply with and satisfy large lot map condition of approval 47 and any and all small lot map condition(s) of approval relating thereto. In the event of any conflict between this Section 13.1 and any of the other Entitlements, this Section 13.1 shall control.

i. Road/Signal Improvements

- a. City shall fund, permit, design, and construct the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A, including but not limited to all surface improvements, grading, aggregate base, asphalt concrete, signal interconnect, striping, median and landscaping improvements. Landowner shall reimburse City for City's construction of the southern curb and gutter, and associated grading and aggregate base under the southern curb and gutter within the limits of the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A as depicted in Exhibit "C" in the amount of one-hundred twenty-two and one-half percent (122.5%) of the reasonable hard construction costs of such improvements, as determined by the construction contract, within thirty (30) days of Landowner's receipt of an invoice from City.
- b. City shall fund, permit, design, and install all signal improvements associated with the White Rock Road/Collector A intersection. Landowner shall reimburse City for the same in the amount of one-hundred twenty-two and one-half percent (122.5%) of the reasonable hard construction costs of such improvements, as determined by the

construction contract, within thirty (30) days of Landowner's receipt of an invoice from City. Landowner shall be responsible for providing power to serve the signal as reasonably required for construction, testing and operation.

ii. Drainage Improvements

- a. City shall permit, design, and construct (i) the storm drain line within White Rock Road, (ii) the drainage inlets and laterals on the south side of White Rock Road, and (iii) associated improvements within the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A. City shall fund the reasonable hard construction costs of such improvements using funding available for the same from City's road fee program and Zone 11-A drainage fee program. In the event the reasonable hard construction costs of such improvements exceed the funding available for same from City's road fee program and Zone 11-A drainage fee program, Landowner shall reimburse City in the amount of one-hundred twenty-two and one-half percent (122.5%) of such excess reasonable hard construction costs per the construction contract within thirty (30) days of Landowner's receipt of an invoice from City.
- b. City shall fund, permit, design and build drainage improvements on the north side of White Rock Road as necessary within the limits of the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A.

1.4. Revised Exhibits. Exhibit "G" to the ARDA is hereby deleted. Except as noted below, Exhibit "H" to the ARDA is hereby deleted and shall be replaced with Exhibit "C" ("White Rock Road Cross Section") attached to this Second Amendment. For purposes of clarity, with respect to the First Amendment Property, the First Amendment previously deleted Exhibit "H" to the ARDA and replaced such exhibit with Exhibit "B" to the First Amendment. With respect to the First Amendment Property, City's and Landowner's rights and obligations, respectively, pursuant to Section 13.1 shall be governed by the First Amendment and, therefore, Exhibit "B" thereto.

2. Consistency with General Plan. The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Rio Del Oro Specific Plan.

3. **Amendment Applicable to Property.** This Second Amendment applies to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Rio Del Oro Specific Plan Area.

4. **Amendment.** This Second Amendment amends, but does not replace or supersede, the ARDA and/or with respect to the First Amendment Property, the First Amendment, except as specified herein. As amended hereby with respect to the Property, the ARDA remains in full force and effect. As amended hereby with respect to the First Amendment Property, the First Amendment also remains in full force and effect.

5. **Incorporation of Recitals.** The Preamble, Recitals, and all exhibits attached hereto are incorporated into this Second Amendment as if set forth herein in full.

6. **Effective Date and Term of Second Amendment.** The Effective Date of this Second Amendment is [REDACTED], 2021 which is the effective date of City Ordinance No. [REDACTED], adopting this Second Amendment.

7. **City Manager Authorization.** City, a municipal corporation, has authorized this Second Amendment to be executed in two duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No. [REDACTED] adopted by the City Council on the [REDACTED] day of [REDACTED], 2021, and has caused this Second Amendment to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: City Manager
Date: _____

“LANDOWNER”

ALTA VISTA, LLC
an Arizona limited liability company

By: _____
Name: Harry C. Elliott III
Its: President
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

- | | |
|------------|--|
| Exhibit A: | Legal Description of Property |
| Exhibit B: | Depiction of Property |
| Exhibit C: | White Rock Road Cross Section |
| Exhibit D: | Depiction of Parcels 67A, 67B, and 67E |

EXHIBIT "A"
LEGAL DESCRIPTION
OF
PROPERTY

Parcel 1:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Tank Site No. 804:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 2759.57 feet, (2) North 89°06'40" West 1070.18 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 18°45'03" West 276.75 feet; thence North 71°14'57" West 146.50 feet; thence North 18°45'03" East 276.75 feet; thence South 71°14'57" East 146.50 feet to the point of beginning.

Also being described in Parcel C of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 page 1046, Official Records.

APN: 072-0370-046

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

Beginning at a point located South 18°45'03" West 10.53 feet from the Northeast corner of the before described parcel of land; thence from said point of beginning South 89°25'42" East 51.48 feet; thence South 00°34'18" West 2749.88 feet to a point located on the Southerly boundary line of said Parcel 15.

Parcel 2:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "A"- 805:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53' 20" West 2611.85 feet, (2) North 89°06'40" West 1119.19 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 70.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 70.00 feet to the point of beginning.

Also being described in Parcel D of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-047

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

ITEM 10.1.

Exhibit A to the Ordinance

Beginning at the Southeast corner of the before described parcel of land; thence from said point of beginning South 00°34'18" West 2531.88 feet to a point located on the Southerly boundary line of Parcel 15.

Parcel 3:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "B"- 806:

Beginning at a point located within said Parcel 15 from which the Southwest corner of Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 1156.48 feet, (2) North 89°06'40" West 1127.25 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 78.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 78.00 feet to the point of beginning.

Also being described in Parcel E of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-048

Parcel 4:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio Del Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53 feet; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc

ITEM 10.1.

Exhibit A to the Ordinance

having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

Excepting therefrom as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting all water and rights, including, but not limited to all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

Said land is also described in Lot 'A' of that certain Lot Line Adjustment Resolution No. 97 -BLS-0637 recorded November 18, 1997 in Book 971118 Page 807, Official Records.

APN: 072-0370-071

Parcel 5:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, South 89°56'25" West, a distance of 367.46 feet along said common line; Thence, North 89°55'25" West, a distance of 402.97 feet along said common line; Thence, North 00°00'55" West, a distance of 722.15 feet along said common line; Thence, North 00°03'11" East, a distance of 608.94 feet along said common line; Thence, North 88°01 '22" West, a distance of 39.63 feet along said common line; Thence, North 00°19'49" East, a distance of 225.19 feet along said common line; Thence, North 71°43'32" West, a distance of 459.31 feet along said common line; Thence, North 18°01 '48" East, a distance of 299.22 feet along said common line; Thence, North 18°12'33" East, a distance of 581.68 feet along said common line; Thence, North 18°21'10" East, a distance of 260.18 feet along said common line; Thence, North 86°58'23" East, a distance of 30.58 feet along said common line; Thence, North 86°04'54" East, a distance of 79.74 feet along said common line; Thence, North 86°52'08" East, a distance of 104.15 feet along said common line; Thence, South 71°53'21" East, a distance of 494.50 feet along said common line; Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line; Thence, South 51°45'32" East, a distance of 723.29 feet; Thence, North 27°42'33" East, a distance of 850.47 feet; Thence, North 38°10'20" East, a distance of 125.00 feet; Thence, South 51°49'40" East, a distance of 453.85 feet;

ITEM 10.1.

Exhibit A to the Ordinance

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;
 Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;
 Thence, South 72°34'03" East, a distance of 651.82 feet;
 Thence, South 17°25'57" West, a distance of 25.00 feet;
 Thence, South 72°34'03" East, a distance of 856.47 feet;
 Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;
 Thence, South 28°09'08" East, a distance of 236.87 feet;
 Thence, North 79°02'16" West, a distance of 274.71 feet;
 Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;
 Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;
 Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;
 Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;
 Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;
 Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;
 Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;
 Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel15;
 Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;
 Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;
 Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;
 Thence, South 89°58'18" East, a distance of 78.00 feet;
 Thence, South 00°00'36" West, a distance of 79.95 feet;
 Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning; Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet; Thence, South 71°48'29" East, a distance of 146.44 feet; Thence, South 18°10'43" West, a distance of 276.46 feet; Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning; Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet; Thence, North 89°57'06" East, a distance of 70.00 feet; Thence, South 00°00'09" East, a distance of 80.01 feet; Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

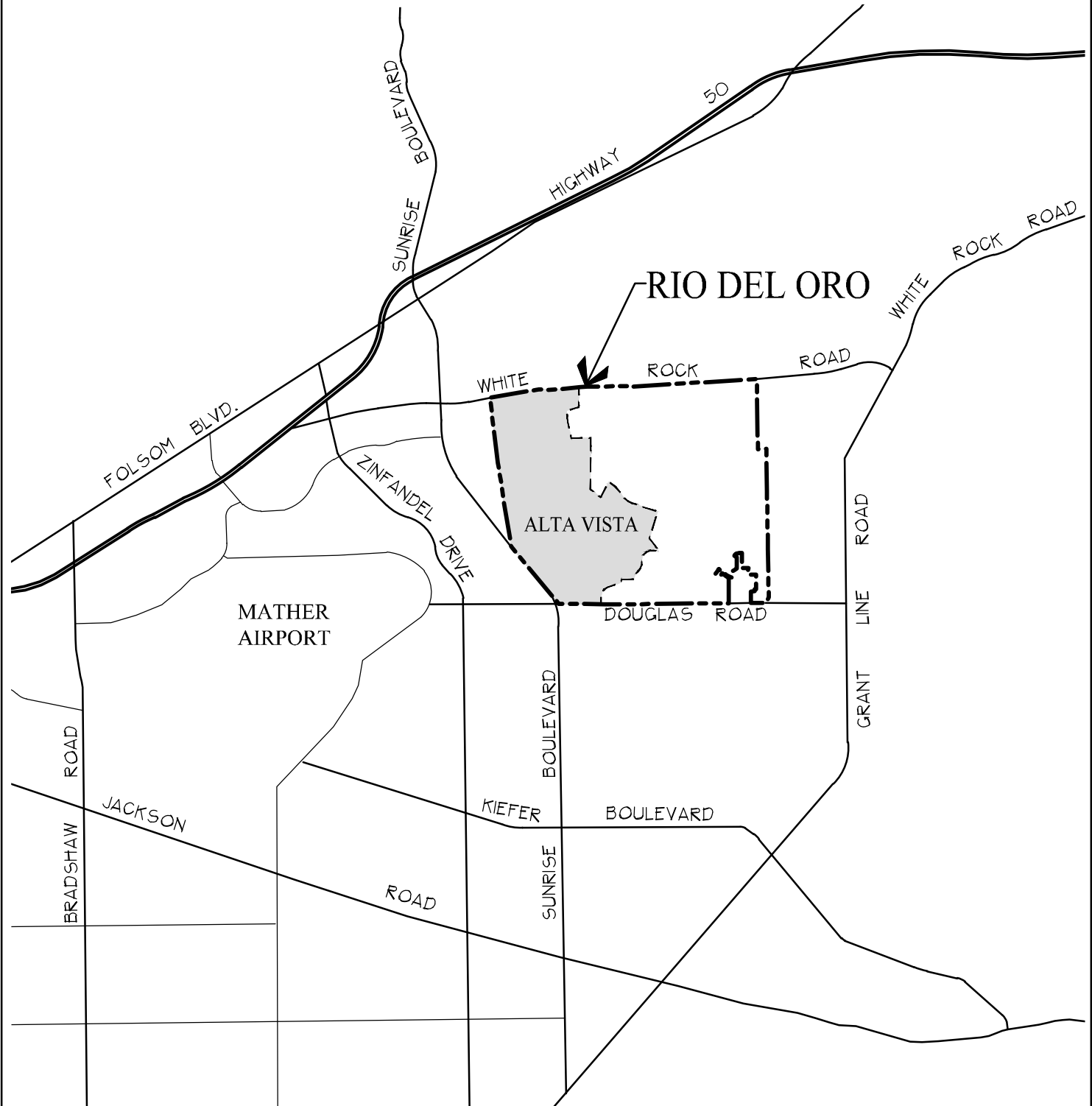
APN: 072-0370-102

END OF DESCRIPTION



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT B: DEPICTION OF PROPERTY

**LEGEND**

- RIO DEL ORO BOUNDARY
- OWNERSHIP BOUNDARY
- ALTA VISTA PROJECT AREA



ITEM 10.1.

EXHIBIT C Exhibit A to the Ordinance

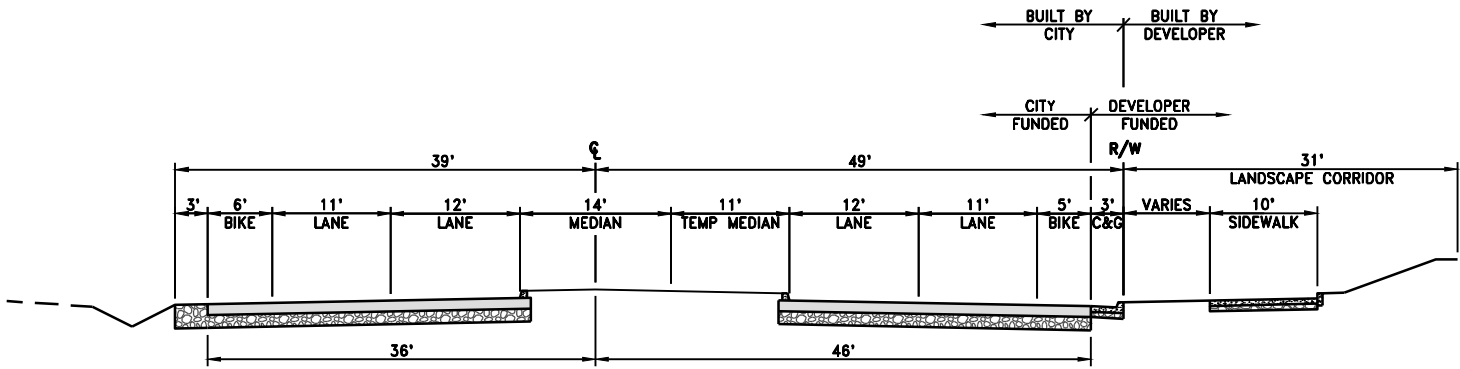
WHITE ROCK ROAD - RANCHO CORDOVA PARKWAY TO ALTA VISTA (ELLIOTT) BOUNDARY

ELLIOTT HOMES

RANCHO CORDOVA

CALIFORNIA

MAY 4, 2021



FOUR LANE ALTERNATIVE
NTS



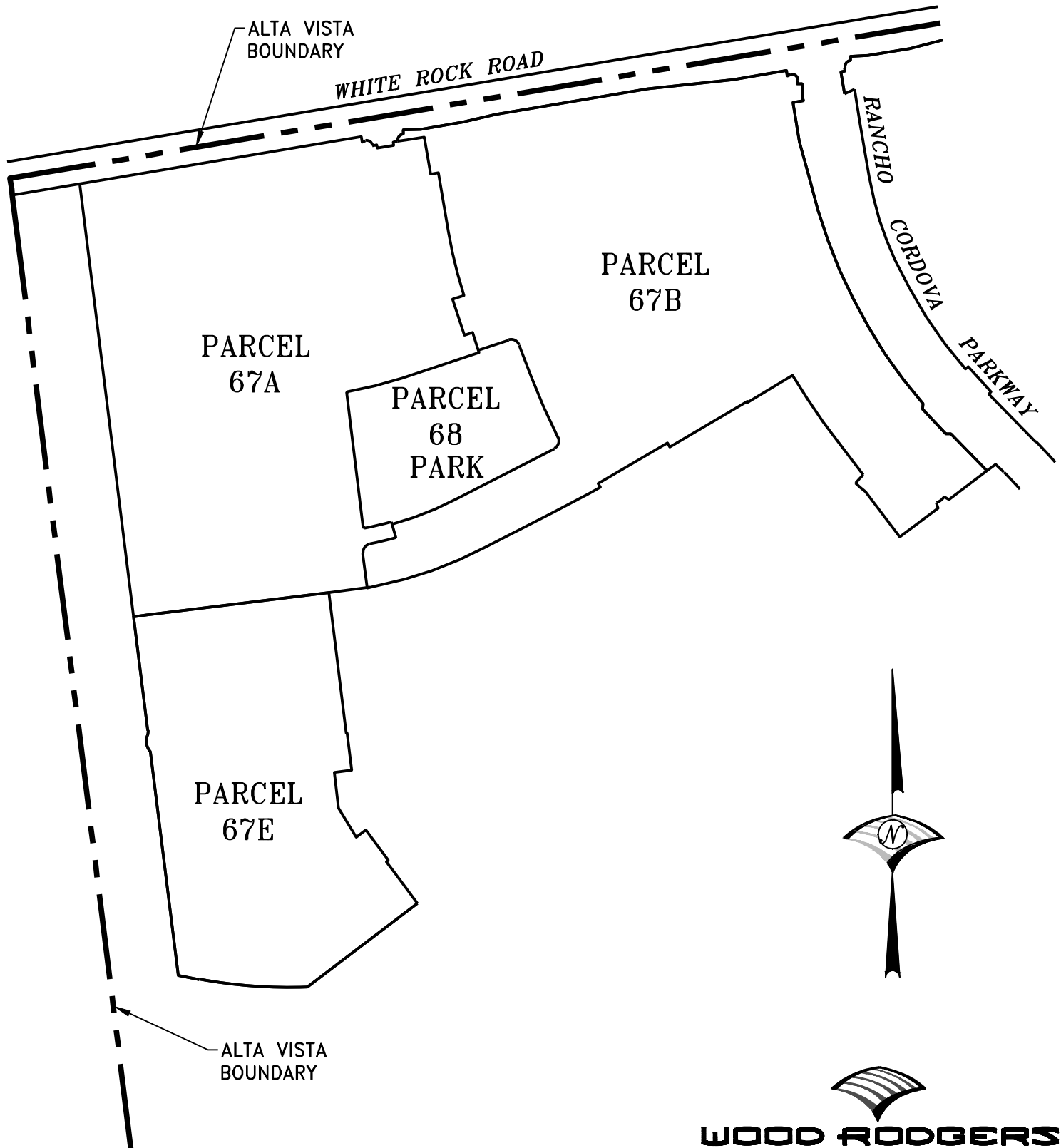
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

231 VERNON STREET
ROSEVILLE, CA 95678

TEL 916.341.7760
FAX 916.341.7767

DEPICTION OF PARCELS

67A, 67B & 67E



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

231 VERNON STREET
ROSEVILLE, CA 95678

TEL 916.341.7760
FAX 916.341.7767

ITEM 10.1. ATTACHMENT 3

EXHIBIT 4: SITE MAP
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA

169.7 ACRE PROPERTY

1516.0 ACRE PROPERTY

Sacramento County

REBEL HILL DITCH CANAL

WHITE ROCK RD

RANCHO CORDOVA PKWY

COLLECTOR A

SUNRISE BLVD

DOUGLAS RD

FOLSOM SOUTH CANAL

MORRISON CREEK

MATHER GOLF COURSE

MATHER REGIONAL PARK

ARGONAUT PARK

SUNRISE ELEMENTARY

THE CLUB HOUSE

SANDPIPER PARK

SUNRIDGE PARK

HILLSIDE PARK

CHRYSANTHY BLVD

LEGEND

- Site Location
- First Amendment Property
- Rio Del Oro Project Boundary

0 1,000 2,000 4,000 Feet

REBEL HILL DITCH CANAL

WHITE ROCK RD

RANCHO CORDOVA
PKWY

COLLECTOR A

**1516.0 ACRE
PROPERTY**

A black and white photograph of a street sign for "SUNRISE BLVD". The sign is rectangular with a black border and the text "SUNRISE BLVD" in white capital letters on a black background. It is mounted on a metal post.

DOUGLAS RD

HILLSIDE
PARK



SUNRIDGE
PARK

ARGONAUT PARK
SUNRISE
ELEMENTARY

THE CL
HOUS

SANDPIPE

LEGEND

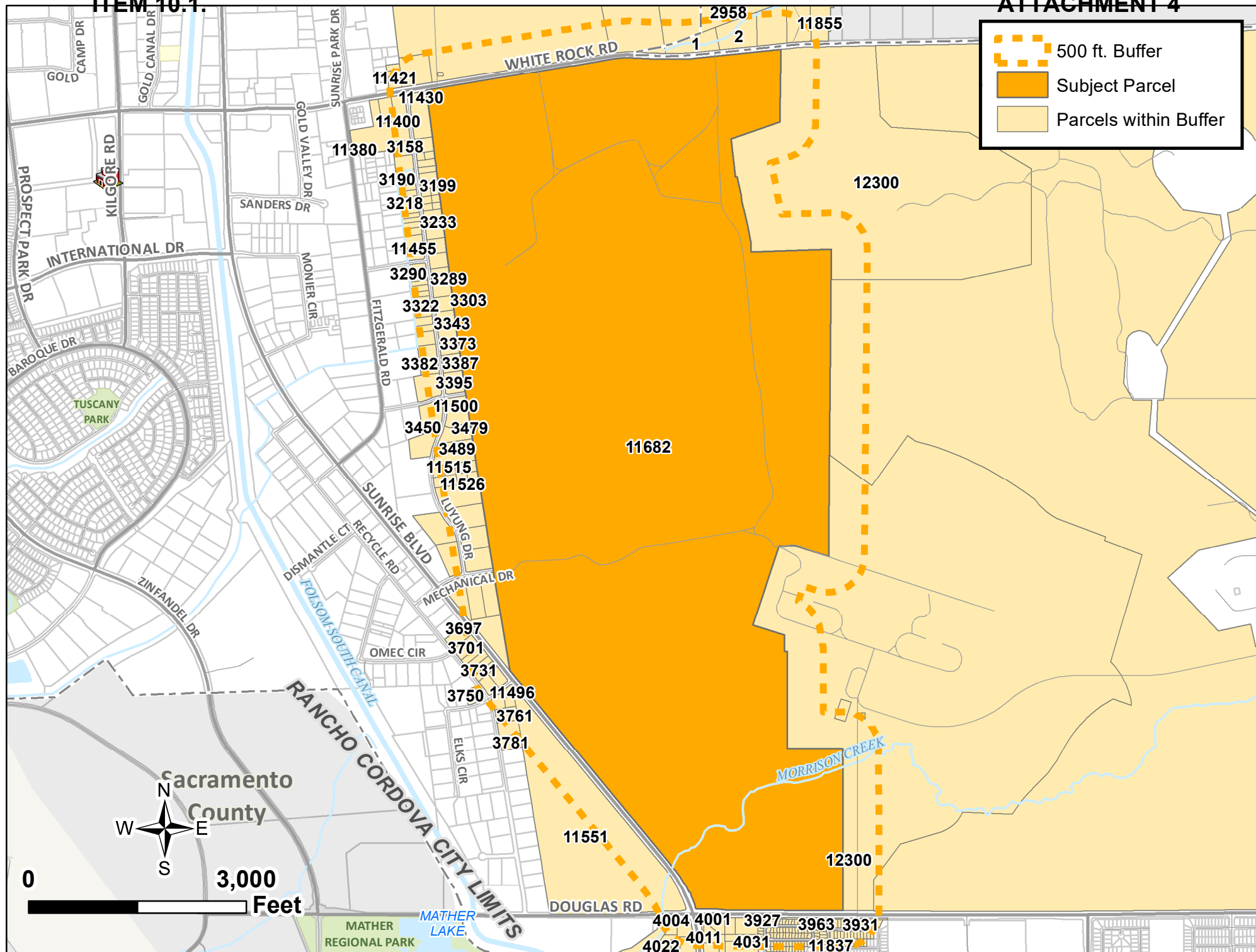
Site Location

First Amendment Property

Rio Del Oro Project Boundary

N

0 1,000 2,000 4,000
Feet



ITEM 10.1.

067-0440-083-0000

2017 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

072-0231-134-0000

AEROJET ROCKETDYNE INC
PO BOX 1209
FOLSOM CA 95763

072-0370-046-0000

ALTA VISTA LLC
340 PALLADIO PKWY STE 521
FOLSOM CA 95630

067-0920-107-0000

ANDUJAR CECILIO BELENO III/MAY
LANIEN AGANO
3965 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-089-0000

ARCINEDA VICTOR/DELIA
3939 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0440-087-0000

ASTORGA EDWARD E/HUI WEN
3931 IRON GATE WAY
RANCHO CORDOVA CA 95742

072-0450-066-0000

BALBACHAS LUIZ ALFREDO
11390 GOLD DREDGE WAY
RANCHO CORDOVA CA 95742

072-0450-022-0000

BAUGH FAMILY TRUST
4000 PINEOAKIO DR
RESCUE CA 95672

067-0920-016-0000

BERNARD/JOY BETLACH REVOCABLE
LIVING TRUST
11797 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-106-0000

BLAUVELT CHELSEY D/CATLIN D
3963 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-075-0000

3181 LUYUNG DRIVE LLC
3181 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0920-099-0000

AGUSTIN VINCENT PAUL A/ETAL
3949 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-2370-001-0000

ANATOLIA MARKETPLACE LLC
7700 COLLEGE TOWN DR STE 118
SACRAMENTO CA 95826

072-0560-001-0000

APG PROPERTIES LLC
PO BOX 549
ELK GROVE CA 95759

067-0920-095-0000

ASABOR HENRIENTA O/CHARLES O
3941 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-072-0000

ATTOULEH FADI/JULIA
11869 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0920-022-0000

BATTINO DAVID R/HAZUKI K
369 N LEXINGTON DR
FOLSOM CA 95630

072-0450-023-0000

BAUGH FAMILY TRUST
4000 PINEOAKIO RD
RESCUE CA 95672

072-0450-107-0000

BIRD TERRY W/HOWELL L BIRD FAMILY
REVOCABLE TRUST
3140 GOLD CAMP DR 150
RANCHO CORDOVA CA 95670

067-0920-055-0000

BLAZIUS SHAWN/MICHELLE
2840 ROYAL DR
CAMERON PARK CA 95682

ATTACHMENT 5

072-0231-109-0000

AEROJET GEN CORP
PO BOX 13222
SACRAMENTO CA 95813

067-0920-054-0000

AHMAD MUHAMMAD/KIRAN
CHAUDRY
11777 PLATO WAY
RANCHO CORDOVA CA 95742
072-0450-086-0000
ANDRE ROBERT LEO/APRIL DENISE
8231 COUNTRY LAKE DR
ORANGEVALE CA 95662

067-0920-024-0000

ARCHULETA FRANK JAMES III/FRANK
JAMES JR
11781 SOCRATES WAY
RANCHO CORDOVA CA 95742
072-1200-002-0000
ASHWILL CABOT/JOANNA
3181 CAMERON PARK DR STE 105
CAMERON PARK CA 95682

067-0920-004-0000

AVENDANO JOSE ERNESTO
3936 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-005-0000

BAUGH FAMILY TRUST
4000 PINEOAKIO RD
RESCUE CA 95672

067-0920-082-0000

BEASLEY PAUL/RAYCHEL
3915 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-091-0000

BISIC SERGIU/RODICA
9878 BURLINE ST
SACRAMENTO CA 95827

067-0440-105-0000

BOGDAN FLAVIA S/CRISTIAN JABELEAN
3946 IRON GATE WAY
RANCHO CORDOVA CA 95742

ITEM 10.1.

067-0920-028-0000
BRANNON CHARLETTE
11773 SOCRATES WAY
RANCHO CORDOVA CA 95742

072-0500-041-0000
BRUNNER LANCE A/BETH A
11515 AEROTEC CT
RANCHO CORDOVA CA 95742

067-0920-036-0000
CADIENA EDWARD ALAN/MARIVIC
11786 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-015-0000
CHAMBERS ADAM/LAURIE
11799 SOCRATES WAY
RANCHO CORDOVA CA 95742

072-0560-050-0000
CHARLES C WENISCH REVOCABLE
LIVING TRUST
2012 EMPIRE MINE CIR
GOLD RIVER CA 95670

072-0500-059-0000
CLARK DAVID M/DENISE A
3310 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-045-0000
CORDOVA ENTERPRISES
PO BOX 990
EL DORADO CA 95623

072-0450-117-0000
CORSAIR MANAGEMENT LIMITED
PARTNERSHIP
5410 E LA PALMA AVE
ANAHEIM CA 92807

067-0030-051-0000
CSS PROPERTIES LLC
1508 EUREKA RD STE 230
ROSEVILLE CA 95661

072-0370-048-0000
CURRENT OCCUPANT
12300 WHITE ROCK RD
RANCHO CORDOVA CA 95742

067-0920-005-0000
BROWN CHRISTOPHER G/DAWN A
3938 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-098-0000
BRUSUELAS SELENA N/MICHAEL E
3974 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0920-038-0000
CAPERS WAYNE JR
11790 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-019-0000
CHAMBERS MALINDA F
11791 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0440-079-0000
CHENNURU RAVI K
1 HANDLEY CT
CRANBURY NJ 8512

067-0920-096-0000
COLLADO ROTCHIE AIDA D/LOUIE C
3943 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-112-0000
CORDOVA PARK AND RECREATION
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

072-1200-001-0000
CR/R INCORPORATED
11292 WESTERN AVE
STANTON CA 90680

072-0450-079-0000
CULBRA LLC
3207 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR
RANCHO CORDOVA CA 95742

ATTACHMENT 5

067-0920-098-0000
BROWN JOSEPH
3947 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0231-045-0000
C R/R INC
PO BOX 125
STANTON CA 90680

067-0440-069-0000
CASTRO DONNA/DELMAR M JR
11857 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0920-023-0000
CHANEY CHRISTOPHER CARL JR/ETAL
11783 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0030-071-0000
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

067-0920-012-0000
CORDERO VAN T/PHILIP V
3952 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-121-0000
CORDOVA RECREATION AND PARK
DISTRICT
2197 CHASE DR
RANCHO CORDOVA CA 95670

067-0920-021-0000
CRISOSTO NICHOLAS/GINA
11787 SOCRATES WAY
RANCHO CORDOVA CA 95742

072-0450-032-0000
CURRENT OCCUPANT
1961 GREENSPRINGS RD
RESCUE CA 95672

072-0450-110-0000
CURRENT OCCUPANT
3190 LUYUNG DR
RANCHO CORDOVA CA 95742

ITEM 10.1.

072-0450-107-0000
CURRENT OCCUPANT
3195 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-086-0000
CURRENT OCCUPANT
3203 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-067-0000
CURRENT OCCUPANT
3212 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-084-0000
CURRENT OCCUPANT
3219 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-113-0000
CURRENT OCCUPANT
3230 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-062-0000
CURRENT OCCUPANT
3242 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-090-0000
CURRENT OCCUPANT
3282 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-093-0000
CURRENT OCCUPANT
3298 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-054-0000
CURRENT OCCUPANT
3322 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-057-0000
CURRENT OCCUPANT
3346 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-108-0000
CURRENT OCCUPANT
3199 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-068-0000
CURRENT OCCUPANT
3206 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-085-0000
CURRENT OCCUPANT
3215 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-081-0000
CURRENT OCCUPANT
3223 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-105-0000
CURRENT OCCUPANT
3233 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-022-0000
CURRENT OCCUPANT
3259 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-024-0000
CURRENT OCCUPANT
3289 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-004-0000
CURRENT OCCUPANT
3303 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-055-0000
CURRENT OCCUPANT
3330 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-026-0000
CURRENT OCCUPANT
3358 LUYUNG DR
RANCHO CORDOVA CA 95742

ATTACHMENT 5

072-0450-069-0000
CURRENT OCCUPANT
3200 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-080-0000
CURRENT OCCUPANT
3211 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-066-0000
CURRENT OCCUPANT
3218 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-065-0000
CURRENT OCCUPANT
3224 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-114-0000
CURRENT OCCUPANT
3236 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-023-0000
CURRENT OCCUPANT
3277 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0450-091-0000
CURRENT OCCUPANT
3290 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-060-0000
CURRENT OCCUPANT
3304 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-006-0000
CURRENT OCCUPANT
3343 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-008-0000
CURRENT OCCUPANT
3373 LUYUNG DR
RANCHO CORDOVA CA 95742

ITEM 10.1.

072-0500-025-0000
CURRENT OCCUPANT
3374 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-010-0000
CURRENT OCCUPANT
3395 GOLD DREDGE WAY
RANCHO CORDOVA CA 95742

072-0500-040-0000
CURRENT OCCUPANT
3501 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0560-060-0000
CURRENT OCCUPANT
3715 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0560-041-0000
CURRENT OCCUPANT
3750 RECYCLE RD
RANCHO CORDOVA CA 95742

067-0440-088-0000
CURRENT OCCUPANT
3935 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0440-080-0000
CURRENT OCCUPANT
3938 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0440-079-0000
CURRENT OCCUPANT
3942 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0920-014-0000
CURRENT OCCUPANT
3956 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-108-0000
CURRENT OCCUPANT
3967 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0500-024-0000
CURRENT OCCUPANT
3382 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-064-0000
CURRENT OCCUPANT
3450 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0560-009-0000
CURRENT OCCUPANT
3697 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0560-061-0000
CURRENT OCCUPANT
3723 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0560-001-0000
CURRENT OCCUPANT
3781 RECYCLE RD
RANCHO CORDOVA CA 95742

067-0440-002-0000
CURRENT OCCUPANT
3935 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0440-003-0000
CURRENT OCCUPANT
3939 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0440-004-0000
CURRENT OCCUPANT
3943 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0440-101-0000
CURRENT OCCUPANT
3962 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0920-112-0000
CURRENT OCCUPANT
3975 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ATTACHMENT 5

072-0500-009-0000
CURRENT OCCUPANT
3387 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0500-061-0000
CURRENT OCCUPANT
3479 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0560-008-0000
CURRENT OCCUPANT
3701 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0560-062-0000
CURRENT OCCUPANT
3731 RECYCLE RD
RANCHO CORDOVA CA 95742

067-0440-108-0000
CURRENT OCCUPANT
3934 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0440-107-0000
CURRENT OCCUPANT
3938 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0920-006-0000
CURRENT OCCUPANT
3940 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-005-0000
CURRENT OCCUPANT
3947 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0440-100-0000
CURRENT OCCUPANT
3966 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-1050-009-0000
CURRENT OCCUPANT
4000 SUNRISE BLVD
RANCHO CORDOVA CA 95742

ITEM 10.1.

067-2370-003-0000
CURRENT OCCUPANT
4001 SUNRISE BLVD
RANCHO CORDOVA CA 95742

067-2370-004-0000
CURRENT OCCUPANT
4011 SUNRISE BLVD
RANCHO CORDOVA CA 95742

067-1050-001-0000
CURRENT OCCUPANT
4030 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0500-044-0000
CURRENT OCCUPANT
10535 AEROTEC CT
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11395 GOLD DREDGE WAY
RANCHO CORDOVA CA 95742

072-1200-003-0000
CURRENT OCCUPANT
11417 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0450-072-0000
CURRENT OCCUPANT
11430 WHITE ROCK RD
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11496 REFINEMENT RD STE A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11500 GOLD DREDGE WAY # A
RANCHO CORDOVA CA 95742

072-0500-051-0000
CURRENT OCCUPANT
11526 AEROTEC CT
RANCHO CORDOVA CA 95742

067-1050-008-0000
CURRENT OCCUPANT
4004 SUNRISE BLVD
RANCHO CORDOVA CA 95742

067-2370-005-0000
CURRENT OCCUPANT
4021 SUNRISE BLVD
RANCHO CORDOVA CA 95742

067-2370-010-0000
CURRENT OCCUPANT
4031 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0450-117-0000
CURRENT OCCUPANT
11380 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0450-118-0000
CURRENT OCCUPANT
11400 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-1200-002-0000
CURRENT OCCUPANT
11419 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0560-050-0000
CURRENT OCCUPANT
11493 REFINEMENT RD
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11496 REFINEMENT RD STE B
RANCHO CORDOVA CA 95742

072-0500-048-0000
CURRENT OCCUPANT
11516 AEROTEC CT
RANCHO CORDOVA CA 95742

067-0030-002-0000
CURRENT OCCUPANT
11551 DOUGLAS RD
RANCHO CORDOVA CA 95742

ATTACHMENT 5

067-1050-002-0000
CURRENT OCCUPANT
4010 SUNRISE BLVD
RANCHO CORDOVA CA 95742

067-1050-007-0000
CURRENT OCCUPANT
4022 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0231-148-0000
CURRENT OCCUPANT
1 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0450-119-0000
CURRENT OCCUPANT
11390 WHITE ROCK RD
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11400 WHITE ROCK RD BLDG A
RANCHO CORDOVA CA 95742

072-1200-001-0000
CURRENT OCCUPANT
11421 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0560-056-0000
CURRENT OCCUPANT
11496 REFINEMENT RD
RANCHO CORDOVA CA 95742

072-0500-062-0000
CURRENT OCCUPANT
11500 GOLD DREDGE WAY
RANCHO CORDOVA CA 95742

072-0500-050-0000
CURRENT OCCUPANT
11525 AEROTEC CT
RANCHO CORDOVA CA 95742

072-0370-071-0000
CURRENT OCCUPANT
11682 WHITE ROCK RD
RANCHO CORDOVA CA 95742

ITEM 10.1.

CURRENT OCCUPANT
11760 DOUGLAS RD
RANCHO CORDOVA CA 95742

067-0920-026-0000
CURRENT OCCUPANT
11777 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-022-0000
CURRENT OCCUPANT
11785 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-041-0000
CURRENT OCCUPANT
11796 SOCRATES WAY
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11858 DOUGLAS RD
RANCHO CORDOVA CA 95742

072-0231-134-0000
CURRENT OCCUPANT
2958 OAKLAND AVE
RANCHO CORDOVA CA 95742

072-0450-032-0002
CURRENT OCCUPANT
3174 LUYUNG DR # 2
RANCHO CORDOVA CA 95742

072-0450-032-0005
CURRENT OCCUPANT
3174 LUYUNG DR # 5
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 2
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 5
RANCHO CORDOVA CA 95742

067-0920-056-0000
CURRENT OCCUPANT
11773 PLATO WAY
RANCHO CORDOVA CA 95742

067-0920-032-0000
CURRENT OCCUPANT
11778 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-037-0000
CURRENT OCCUPANT
11788 SOCRATES WAY
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
11840 WHITE ROCK RD
RANCHO CORDOVA CA 95742

067-0440-074-0000
CURRENT OCCUPANT
11877 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3145 FITZGERALD RD
RANCHO CORDOVA CA 95742

072-0450-032-0003
CURRENT OCCUPANT
3174 LUYUNG DR # 3
RANCHO CORDOVA CA 95742

072-0450-032-0006
CURRENT OCCUPANT
3174 LUYUNG DR # 6
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 3
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 6
RANCHO CORDOVA CA 95742

ATTACHMENT 5

067-0920-055-0000
CURRENT OCCUPANT
11775 PLATO WAY
RANCHO CORDOVA CA 95742

067-0920-052-0000
CURRENT OCCUPANT
11781 PLATO WAY
RANCHO CORDOVA CA 95742

067-0920-020-0000
CURRENT OCCUPANT
11789 SOCRATES WAY
RANCHO CORDOVA CA 95742

072-0530-007-0000
CURRENT OCCUPANT
11855 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0231-109-0000
CURRENT OCCUPANT
2 WHITE ROCK RD
RANCHO CORDOVA CA 95742

072-0450-032-0001
CURRENT OCCUPANT
3174 LUYUNG DR # 1
RANCHO CORDOVA CA 95742

072-0450-032-0004
CURRENT OCCUPANT
3174 LUYUNG DR # 4
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 1
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3174 LUYUNG DR # 4
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3181 LUYUNG DR STE A
RANCHO CORDOVA CA 95742

ITEM 10.1.

CURRENT OCCUPANT
3181 LUYUNG DR STE B
RANCHO CORDOVA CA 95742

072-0450-021-0000
CURRENT OCCUPANT
3251 LUYUNG DR # E
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3251 LUYUNG DR STE C
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3271 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3358 LUYUNG DR # A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3395 LUYUNG DR STE A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3697 RECYCLE RD # 2
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3761 RECYCLE RD
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3761 RECYCLE RD # B
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3781 RECYCLE RD # 2
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3248 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3251 LUYUNG DR STE A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3251 LUYUNG DR STE D
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3283 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3358 LUYUNG DR # B
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3395 LUYUNG DR STE B
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3701 RECYCLE RD STE 1
RANCHO CORDOVA CA 95742

072-0560-003-0000
CURRENT OCCUPANT
3761 RECYCLE RD # A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3761 RECYCLE RD # C
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
4005 SUNRISE BLVD
RANCHO CORDOVA CA 95742

ATTACHMENT 5

CURRENT OCCUPANT
3251 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3251 LUYUNG DR STE B
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3251 LUYUNG DR STE E
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3299 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3395 LUYUNG DR
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3697 RECYCLE RD # 1
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3701 RECYCLE RD STE 2
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3761 RECYCLE RD # A
RANCHO CORDOVA CA 95742

CURRENT OCCUPANT
3781 RECYCLE RD # 1
RANCHO CORDOVA CA 95742

072-0450-032-0001
CZAJA FAMILY TRUST
8362 HILLGROVE ST
GRANITE BAY CA 95746

ITEM 10.1.

067-0920-052-0000
D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

067-0440-066-0000
DEAN JESSICA/JOANNE/FRANK I HICKS
11845 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0920-035-0000
DIXON JOSEPH J/JULIE
11784 SOCRATES WAY
RANCHO CORDOVA CA 95742

072-0450-067-0000
EARL R & LINDA T LOBLEY REVOCABLE
TRUST
11980 ADORNO PL
SAN DIEGO CA 92128

072-0500-057-0000
EDWARD/JESSICA RINCON REVOCABLE
TRST
3900 ARDEN OAKS LN
SACRAMENTO CA 95864

067-0920-026-0000
EMCM REV LIVING TRUST
6650 CROWN POINT VIS
GRANITE BAY CA 95746

072-0450-062-0000
FALCONER INVESTMENT PROPERTIES
LLC
3621 GRANDVIEW CIR
SHINGLE SPRING CA 95682

067-0920-050-0000
FOREMAN BRANDIN WADE
11785 PLATO WAY
RANCHO CORDOVA CA 95742

067-0440-001-0000
GAMENG MARLON GARBIS
3931 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

072-0500-056-0000
GARRAHAN PROPERTIES LLC
3338 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0920-025-0000
DAI WEIPING/DAIWEI CHEN
11779 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0440-067-0000
DELOS ANGELES ALMARIO/MARIQUITA
11849 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0440-003-0000
DOMINIC/ANA LAFORGIA LIVING TRUST
BOX 821 CMR 427
APO AE 9630

072-0231-133-0000
EASTON DEVELOPMENT COMPANY LLC
PO BOX 1209
FOLSOM CA 95763

072-0450-032-0004
EDWARDS JOHN T
458 MITCHELL CT
FOLSOM CA 95630

067-0920-085-0000
ENGLISH DEVON J/TIFFANY L
3921 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0500-007-0000
FIVE STAR CONCRETE INC
3171 FITZGERALD RD
RANCHO CORDOVA CA 95670

067-0920-093-0000
FULLERTON BRIAN A/LAN NGUYEN
3937 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-003-0000
GANESH RAJKUMAR/KIRTANA
VASUDEVAN
3934 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-094-0000
GARY MATTHEW
3939 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ATTACHMENT 5

072-0560-060-0000
DDM DEVELOPMENT INC
PO BOX 1657
RANCHO CORDOVA CA 95741

067-0920-009-0000
DICKINSON AMY
3946 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-1050-002-0000
DS SUNRIDGE LP
325 W WASHINGTON ST 2148
SAN DIEGO CA 92103

072-0500-026-0000
EDWARD E CAMPBELL REVOCABLE
TRUST
PO BOX 3260
SAN JOSE CA 95156
067-0920-090-0000
EL GEREREY MUHAMED
ABDULARHMAN NASSER
3931 ARISTOTLE CIR
RANCHO CORDOVA CA 95742
072-0450-021-0000
ESTACIO-RAWLES PROPERTIES LLC
PO BOX 5
FOLSOM CA 95630

072-0500-023-0000
FOLSOM READY MIX INCORPORATED
3401 FITZGERALD RD
RANCHO CORDOVA CA 95742

067-0440-006-0000
GALSTYAN KRISTINE/MARO
NALBANDYAN
3951 RILEY ANTON WAY
RANCHO CORDOVA CA 95742
067-0920-100-0000
GARCIA VICTORIA K
3951 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0500-051-0000
GAVIDIGAVI INVESTMENTS LLC
5616 EL CAMINO AVE
CARMICHAEL CA 95608

ITEM 10.1.

067-0920-007-0000
 GEORGE BEENA/MICHAEL RAPHAEL
 3942 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

067-0920-101-0000
 GILL TARA L
 3953 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

072-0510-002-0000
 GOLDEN WHEEL CORPORATION
 1415 PASEO LA CRESTA
 PALOS VERDES E CA 90274

067-0920-040-0000
 HALE KEITH
 11794 SOCRATES WAY
 RANCHO CORDOVA CA 95742

067-0920-103-0000
 HANSON STEVEN J/CHERYL LYN
 CABRALES JAMES
 3957 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

067-0920-051-0000
 HESTER ROSHA KAY/KELVIN L SR
 11783 PLATO WAY
 RANCHO CORDOVA CA 95742

067-0440-109-0000
 HUYNH VIVIAN T
 3930 IRON GATE WAY
 RANCHO CORDOVA CA 95742

067-0440-104-0000
 IVERSON KELLY/ERIC
 3950 IRON GATE WAY
 RANCHO CORDOVA CA 95742

067-0920-042-0000
 JERRY L/DEBORAH J HARRIS REV LIVING
 TRUST
 11798 SOCRATES WAY
 RANCHO CORDOVA CA 95742

067-0920-033-0000
 JOUBERT WHITNEY/CHRISTOPHER
 11780 SOCRATES WAY
 RANCHO CORDOVA CA 95742

067-0920-111-0000
 GHALEB OMAR
 3973 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

072-0450-069-0000
 GIOVANETTI REVOCABLE TRUST
 2140 HICKOK RD
 EL DORADO HILL CA 95762

072-0510-003-0000
 GOLDEN WHEEL CORPORATION
 17705 S MAIN ST
 GARDENA CA 90248

072-0500-065-0000
 HALEY FAMILY L P
 3510 LUYUNG DR
 RANCHO CORDOVA CA 95742

067-0440-073-0000
 HAUPTMAN DAVID
 11873 WHITE RAIN WAY
 RANCHO CORDOVA CA 95742

072-0500-024-0000
 HOLTZMAN THOMAS W/NANCY
 3229 CALIFORNIA AVE
 CARMICHAEL CA 95608

067-0920-102-0000
 HYDO AMANDA
 3955 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

072-0500-058-0000
 JACQUEMAIN ENTERPRISES LLC
 3316 LUYUNG DR
 RANCHO CORDOVA CA 95742

072-0450-108-0000
 JONES 2004 FAMILY TRUST
 7540 SAN NITA WAY
 FAIR OAKS CA 95628

067-0920-087-0000
 KAMALANATHAN GURUMURTHY/VANI
 GURUMURTHY
 3925 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

ATTACHMENT 5

067-0920-010-0000
 GIANNONI STEVEN/HANNAH LEDOUX
 3948 ARISTOTLE CIR
 RANCHO CORDOVA CA 95742

072-0510-004-0000
 GOLDEN WHEEL CORPORATION
 1415 LOWER PASEO LA CRESTA
 PALOS VERDES CA 90274

072-0450-105-0000
 GREGORY D/CYNTHIA M JAMES
 REVOCABLE TRUST
 721 SHORELINE POINTE
 EL DORADO HILL CA 95762
 072-0500-005-0000
 HALEY FAMILY TRUST
 9237 CENTRAL AVE
 ORANGEVALE CA 95662

067-0920-034-0000
 HAYS CHARLES R/CYNTHIA
 11782 SOCRATES WAY
 RANCHO CORDOVA CA 95742

067-0920-018-0000
 HOVEY KELSEY
 11793 SOCRATES WAY
 RANCHO CORDOVA CA 95742

067-0440-111-0000
 IDLER JOSHUA C
 3922 IRON GATE WAY
 RANCHO CORDOVA CA 95742

067-0440-091-0000
 JENNINGS MARKUS/JENNINGS BRENDA
 RAMIREZ
 3947 IRON GATE WAY
 RANCHO CORDOVA CA 95742
 072-0450-110-0000
 JORGENSEN/SONS INCORPORATED
 2467 FOUNDRY PARK AVE
 FRESNO CA 93706

067-0920-108-0000
 KANT SHREE/PRIYANKA SHARMA
 5533 ALVELAIS DR
 UNION CITY CA 94587

ITEM 10.1.

072-0450-032-0002
KENT/TRACEY GASCH FAMILY TRUST
152 HOPFIELD DR
FOLSOM CA 95630

067-0440-065-0000
KING GLORIA
11841 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0440-081-0000
KOVALYOV NINA/DIMITRY
3934 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0920-002-0000
KUMAR SANIL/RASHMI
3932 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-085-0000
LAREDO HENRY A
206 CASCADE FALLS DR
FOLSOM CA 95630

072-0500-049-0000
LESNIEWSKI TRUST
4249 SWIFT CIR
SHINGLE SPGS CA 95682

072-0450-090-0000
LIN WAN MAK/YUET CHING MAK
REVOCABLE BYPASS T/ETAL
229 11TH AVE
SAN FRANCISCO CA 94118

072-0560-055-0000
MA INVESTMENTS
11492 REFINEMENT RD
RANCHO CORDOVA CA 95742

072-0450-093-0000
MARION 2002 REVOCABLE TRUST
788 FARMHOUSE WAY
FOLSOM CA 95630

067-0920-030-0000
MCCRICKARD KIMBERLY/ROBERT
11774 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0440-088-0000
KIM KWANG/SOON
1013 PINTAIL CIR
FOLSOM CA 95630

067-0920-037-0000
KISHKOVSKY NATASHA
MONIQUE/ALEXEY
10239 SUNOL WAY
SACRAMENTO CA 95827

067-0920-046-0000
KRONK MANDI AMELIA/KRISTOPHER
MICHAEL
11793 PLATO WAY
RANCHO CORDOVA CA 95742

067-0440-068-0000
KYLE AARON/KRISIA LARIENE LENEHAN
LIVING TRUST
11853 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0440-082-0000
LEE MI/WON CHOI
3930 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

067-0920-006-0000
LI KUANGZHENG
221 COLLEGE AVE
PALO ALTO CA 94306

067-0920-045-0000
LOMBARD NATALIYA/SHAWN
11795 PLATO WAY
RANCHO CORDOVA CA 95742

072-0560-057-0000
MA INVESTMENTS
11494 REFINEMENT RD
RANCHO CORDOVA CA 95742

067-0920-011-0000
MATTHEWS ANDREW C/MELISSA A
3950 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-072-0000
MCMILLAN PROPERTIES LLC
11115 MORGAN RIVER CT
RANCHO CORDOVA CA 95670

ATTACHMENT 5

067-0920-013-0000
KIM WOO HYUN/YOUNG JU
3954 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-089-0000
KOEHLER MICHELE
3929 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-039-0000
KUMAR MEENA D/KEATON
11792 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-109-0000
LA MINH THUAN/THI KIM ANH HOANG
3969 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0500-013-0000
LESNIEWSKI TRUST
3489 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0440-080-0000
LI ZHU/BO LI REVOCABLE TRUST AGM
14607 ALOHA AVE
SARATOGA CA 95070

067-0920-092-0000
LU CHU B/CHRISTINA SWEDBERG
3935 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-032-0000
MACEK SABRINA/JASENKA EMINOVIC
14558 S BASCOM AVE
LOS GATOS CA 95032

067-0440-101-0000
MAU CONG NGUYEN/HONG THI MINH
LE REVOCABLE TRUST
1607 CAPE COD CT
DAVIS CA 95616
067-0920-088-0000
MENDOZA RAFAEL
ANGELES/WIHELMINA GELIBERTE
3927 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ITEM 10.1.

067-0920-001-0000
MIRAMONTES QUINONES DAVID
M/RANDY D SCOTT
3930 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-031-0000
MONSON LEE STERLING
11776 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0440-085-0000
MUKKARA SIVA RAMA KRISHNA R/ETAL
6949 NEW YORK AVE
CORPUS CHRISTI TX 78414

072-0450-068-0000
MURPHY SEAN M/BRANDI L
PO BOX 274
AMADOR CITY CA 95601

067-0920-048-0000
ONG RAYMOND JASON YAP/ERIKA
AMAND CLARIZE HUANG
11789 PLATO WAY
RANCHO CORDOVA CA 95742

067-0440-106-0000
PAL MINTU/HARPREET KAUR
3942 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0440-099-0000
PLATON CARMELA L
3970 IRON GATE WAY
RANCHO CORDOVA CA 95742

072-0500-048-0000
RAFFETY PROPERTIES LLC
PO BOX 1833
FAIR OAKS CA 95628

072-0450-094-0000
RCJ LLC
11455 HYDRAULIC DR
RANCHO CORDOVA CA 95742

067-0920-110-0000
ROBINSON MAROLYN
3971 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-015-0000
MIRZOYAN KARREN
11194 FRASCATI CT
RANCHO CORDOVA CA 95670

072-0560-008-0000
MOORE DARIN D
PO BOX 1657
RANCHO CORDOVA CA 95741

072-0500-062-0000
MURPHY FAMILY TRUST
1828 WOODGLEN DR
FOLSOM CA 95630

067-0440-002-0000
MUTHENNAGARI NAVEEN
7977 INTERLOCHEN ST
KALAMAZOO MI 49009

067-0920-020-0000
ONYEBUCHI HENRY
PO BOX 306
RANCHO CORDOVA CA 95741

072-0450-112-0000
PB INVESTMENT PROPERTIES LLC
3162 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0920-053-0000
POURJAHANSHAH SAMIRAMIS
11779 PLATO WAY
RANCHO CORDOVA CA 95742

067-0440-102-0000
RALH MAKHAN S/KAMALJIT K
3958 IRON GATE WAY
RANCHO CORDOVA CA 95742

072-0450-092-0000
RED CAR LLC
3294 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0440-084-0000
ROMINES BRENT/MARIA
3919 IRON GATE WAY
RANCHO CORDOVA CA 95742

ATTACHMENT 5

067-0920-017-0000
MIYAO MICHAEL/SONG VANG
11795 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-008-0000
MORRIS CARSON W/VERONICA VALYN
3944 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-081-0000
MURPHY MARISA/JASON BRAGADO
3913 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-049-0000
OGLESBY KYLE EDWARD/BRENNALYNN
11787 PLATO WAY
RANCHO CORDOVA CA 95742

072-0450-111-0000
OSTRANDER PROPERTIES LLC
3158 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0440-110-0000
PINEDA ALIDA/JORGE E
3926 IRON GATE WAY
RANCHO CORDOVA CA 95742

072-0500-040-0000
PRESTIGE WORLDWIDE PROPERTIES
LLC
3443 GOLDEN GATE WAY
LAFAYETTE CA 94549

067-0920-027-0000
RAMKUMAR MUTHUBALAJI/DHIVYA
VEDAGIRI RAJALU
11775 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0440-070-0000
ROBERT H/MARIA HERLINDA SCHULZ
REVOCABLE TRUST
11861 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

067-0440-097-0000
ROSS FREDERICK D III
3978 IRON GATE WAY
RANCHO CORDOVA CA 95742

ITEM 10.1.

072-0231-031-0000
SACRAMENTO MUNICIPAL UTILITY
DISTRICT
PO BOX 15830
SACRAMENTO CA 95852

072-0500-044-0000
SCOTT B/CARRIE RAWLES FAMILY
REVOCABLE TRUST
PO BOX 5
FOLSOM CA 95630

067-0920-047-0000
SEO SUNG EUN/SANG JUN PARK
11791 PLATO WAY
RANCHO CORDOVA CA 95742

072-0500-055-0000
SFC LEASING L P
3430 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0440-107-0000
SMITH JEFFREY AARON/KERRI
ELIZABETH
2319 PLAYA WAY
GOLD RIVER CA 95670

072-0450-106-0000
STARCH CONCRETE INC
3191 LUYUNG DR
RANCHO CORDOVA CA 95742

067-0920-113-0000
STUTESMAN GARETT/AMBER
3977 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-014-0000
THAKUR RITESH SINGH/SANJANA
151 N SIERRA MADRE ST
TRACY CA 95391

067-0920-097-0000
TOKARIEV ARTEM
3945 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-103-0000
TRUEMAN MATTHEW D/YUTING L
3954 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0920-029-0000
SALVACION ROMEO JR
11772 SOCRATES WAY
RANCHO CORDOVA CA 95742

067-0920-086-0000
SCOTT MARQUISE/DANIELLE
3923 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-091-0000
SERVA TIMOTHY B/JENNIFER L
3933 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-086-0000
SINGH SONAL
3927 IRON GATE WAY
RANCHO CORDOVA CA 95742

067-0440-071-0000
SORIA JAVIER A/VICTORIA M
11865 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

072-0450-032-0005
STEPHEN A/LESLEY J KOONCE
REVOCABLE TRUST
3880 COUNTRY PARK DR
ROSEVILLE CA 95661

067-0920-080-0000
TANG WING
3911 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-041-0000
THOMAS W HUTCHINGS REVOCABLE
TRUST
4378 ARCADIA DR
SAN DIEGO CA 92103

067-0920-105-0000
TOOR ANOOP/BASANTI S
3961 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0920-084-0000
VAN ANTWERP ESTHER N/ANDREW T
3919 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ATTACHMENT 5

072-0450-024-0000
SAVIOTTI TRUST/
1143 BLUMENFELD DR
SACRAMENTO CA 95815

067-0440-004-0000
SEGAL BETH
9172 THILOW DR
SACRAMENTO CA 95826

067-0440-064-0000
SETH LIVING TRUST
11837 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

072-1200-003-0000
SK LLC
14341 PIERITE RD
NEVADA CITY CA 95959

072-0450-084-0000
STANTON PROPS LLC
PO BOX 4258
EL DORADO HILL CA 95762

072-0530-007-0000
STERICYCLE ENVIRONMENTAL
SOLUTION
28161 N KEITH DR
LAKE FOREST IL 60045
072-0450-081-0000
TARIGO JOHN
7841 E HIDDEN LAKES DR
GRANITE BAY CA 95746

067-0920-112-0000
THURASINGHAM
GUNENDRAN/YAMUNARANI
GUENENDRAN
331 TOBRURRY WAY
072-0500-061-0000
TOP GUN GUNITE CORPORATION
3401 FITZGERALD RD
RANCHO CORDOVA CA 95742

072-0450-032-0003
VELLA ENTERPRISES G P
PO BOX 28010
SAN JOSE CA 95159

ITEM 10.1.

072-0500-054-0000
WEBSTER WILLIAM J
10753 CAMPANA WAY
RANCHO CORDOVA CA 95670

067-0440-108-0000
WILSON BRITTNY/CHRISTOPHER
8728 MORNING GLORY WAY
ELK GROVE CA 95624

072-0560-062-0000
YANCHUK VITALY/ROBERT SCHAFFNER
3688 OMEC CIR
RANCHO CORDOVA CA 95742

067-0920-083-0000
ZAMORA ANDREW
3917 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

072-0450-032-0006
WELCH REVOCABLE TRUST
212 POWERS DR
EL DORADO HILL CA 95762

072-0500-009-0000
WILSON CONSTRUCTION CO
1190 NW 3RD AVE
CANBY OR 97013

067-0440-074-0000
YU FAMILY TRUST
1780 SUMMER CLOUD CT
FOLSOM CA 95630

072-0450-065-0000
ZAYO GROUP LLC
1821 30TH ST UNIT A
BOULDER CO 80301

ATTACHMENT 5

067-0920-104-0000
WILLIAMS TIANNA M
3959 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

067-0440-090-0000
WON SO YEON/YOUNG II/HYE RI NA
WONCHA
3943 IRON GATE WAY
RANCHO CORDOVA CA 95742
072-0560-041-0000
ZAKARYAN FAMILY REV TRUST
11820 DELAVAN CIR
RANCHO CORDOVA CA 95742

072-0500-008-0000
ZUCCARO LIVING TRUST
120 CHARDIN PL
EL DORADO HILL CA 95762

MEMORANDUM



DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner

**SUBJECT: ECO SITE II, CELLULAR TELECOMMUNICATION TOWER AT THE
SOUTHEAST CORNER OF ZINFANDEL DRIVE AND FOLSOM BOULEVARD
CONDITIONAL USE PERMIT PROJECT DD10018**

PROPERTY OWNER:

AHN Investments
2801 Zinfandel Drive
Rancho Cordova, CA 95670

APPLICANT/DEVELOPER:

Eco-Site II
1010 Sync Street, Suite 575
Morrisville, NC 27560

PROJECT: The applicant is requesting a Conditional Use Permit for the development of a Telecommunication Tower that includes the following:

- A 50 foot high telecommunication tower
- Installation of new lines and antennas
- 1,130 square foot area with ground equipment surrounded by an 8 foot high masonry wall.

FILE: DD10018

LOCATION: 2801 Zinfandel Drive

ZONING: Commercial Mixed Use Folsom Boulevard Specific Plan (CMU FBSP)

APN: 072-0330-064-0000

PLANNER: June Cowles, Senior Planner

RECOMMENDATION

Continue this item to the August 2, 2021 City Council meeting.

BACKGROUND

The project site location is at the southeast corner of Zinfandel Drive and Folsom Boulevard, behind the existing Grocery Outlet store at 2801 Zinfandel Drive. The site is located within the Folsom Boulevard Specific Plan area.

The applicant is requesting the proposed project be continued.

MEMORANDUM



ITEM 12.1.

DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager
Megan Siren, Senior Management Analyst

SUBJECT: **A RESOLUTION AWARDING CONSTRUCTION CONTRACT NO. 2021-256 IN AN AMOUNT NOT TO EXCEED \$4,511,000 WITH Z SQUARED CONSTRUCTION FOR THE RANCHO CORDOVA YOUTH CENTER PROJECT.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute construction contract number 2021-256 in an amount not to exceed \$4,511,000 with Z Squared Construction to construct the Rancho Cordova Youth Center Project.

BACKGROUND

The Center of Praise Ministries, Inc. and the founding and Senior Pastor Bishop Parnell Lovelace, Jr. graciously offered to partner with the City of Rancho Cordova to establish a Rancho Cordova Youth Center at their property located at 10455 Investment Circle. With the City Council authorizing the lease agreement with Center of Praise Ministries, Inc. in January 2020, the location for the Rancho Cordova Youth Center was solidified at 10445 Investment Circle after many efforts over many years to bring a Youth Center to the community. The lease agreement with Center of Praise Ministries, Inc. in January 2020 for 25 years at One Dollar annually with the option to renew for an additional 25 years. The lease agreement with The Center of Praise Ministries, Inc. allows the City of Rancho Cordova to use the property for youth related activities, including, but not limited to the following:

- Before and After School Programs
- Tutoring Programs
- Literacy and Math Development Classes
- Police Activities League

- Use by Organized Youth Programs, Youth Clubs and Youth Sports Leagues
- Classes in Workforce Readiness and Job Training.

The lease agreement prohibits the use of the facility for drug rehabilitation programs and as a homeless shelter.

The City retained Calpo Hom & Dong Architects in 2019 to provide initial site evaluation and later extended their contract scope to provide architectural and engineering services to provide design options for the building remodel and provide construction documents.

During the design development process, staff along with RCPD Police Activities League Officers met with 15 community organizations to review the capital modifications and programming needs of the community for the Youth Center since January 2020. The information from these community groups have led to the current project improvements and operational plans for the Rancho Cordova Youth Center. Based on the input received from the community organizations, the Rancho Cordova Youth Center will function as an after-school programming during the school year along with several special program offerings for weekends and evenings and will have a summer program as well. Staff along with RCPD Police Activities League and the Boys and Girls Club of Sacramento have been in ongoing conversations for the operations of the facility. It is anticipated that the primary operators of the facility will be Boys and Girls Club of Sacramento in partnerships with RCPD Police Activities League. A detailed operational plan will be presented to the City Council in October 2021.

The Rancho Cordova Youth Center Project includes interior modifications including new mechanical units, electrical modifications, new windows, kitchen modifications, bathroom modifications, American Disability Act (ADA) modifications, security, parking lot overlay, exterior fencing, covered area for seating, multi-sport turf field and an outdoor basketball court.

The contract award is based on the lowest bidder. Bids for this work were solicited on the City's website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchange on May 19, 2021. Bids for the project were publicly opened on Tuesday, June 29, 2021. A total of 7 bids were received and the lowest responsible bid was \$4,511,000.

FISCAL IMPACT AND FUNDING SOURCE

The total project budget for capital improvements is \$6,675,000 consisting of \$1 million from Capital Facility Projects Fund, \$5.175 million from Community Enhancement Fund, \$1 million from Measure R Fund and \$500,000 from Park Renovation Fund.

This project is included in the City's current approved Capital Improvement Plan and in the FY 21/23 budget.

Staff is working with our partner organizations to prepare a final programming plan and budget that will be presented to Council in October 2021.

ATTACHMENT(S)

1. Resolution
2. PC20-3057 Youth Center - Bid Summary
3. Construction Services Agreement 2021-256 - Z Squared Construction
4. Youth Center Contract Award Presentation 7.19.21

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2021-256 IN AN AMOUNT NOT TO EXCEED \$4,511,000 WITH Z SQUARED
CONSTRUCTION, INC. TO CONSTRUCT THE RANCHO CORDOVA YOUTH CENTER
PROJECT**

WHEREAS, the City solicited bids for the Rancho Cordova Youth Center under the requirements of state and local law and publicly opened bids on June 29, 2021; and

WHEREAS, the lowest responsible bidder was Z Squared Construction; and

WHEREAS, adoption of this resolution will award construction Contract No. 2021-256 to Z Squared Construction, Inc. in an amount not to exceed \$4,511,000 for the Rancho Cordova Youth Center; and

WHEREAS, funding for this project consists of Capital Improvement Fund, Measure R Fund, Community Enhancement Fund and Park Renovation Fund. There is no impact to the City's General Fund; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the City approved its five year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA regulation 15301 (I) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project involved negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-256 in an amount not to exceed \$4,511,000 with Z Squared Construction and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of July 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 12.1.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

ITEM 12.1.

ATTACHMENT 2



Rancho Cordova Youth Center - PC20-3057- Bid Summary

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

June 29, 2021 at 2:00 p.m.

	Construction Contractor	Total Base Bid Amount	Proposal Signed	Contractors License	DIR Registration	Equal Employment	Public Contract Code	Designation of Subcontractors	Experience / Qualifications Statement	Bidder's Bond	Non-Collusion	Debarment & Suspension	Attended Mandatory Pre-Bid	Iran Contracting Act Disclosure Form	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Addendum 5	Addendum 6	Addendum 7
A	Z Squared Construction	\$4,511,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Bobo Construction, Inc	\$4,538,722.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Diede Construction, Inc	\$4,624,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	Triamid Construction	\$4,870,019.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
E	Nyecon, Inc	\$5,115,000.00	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
F	CNW Construction, Inc	\$5,326,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
G	REM Construction, Inc	\$5,661,483.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
H																					
I																					
J																					

Attendees: Stacy Leitner, City Clerk
Megan Siren, Senior Management Analyst
Ben Chan, Assistant Engineer

Stacy Leitner
Stacy Leitner, City Clerk

Date

6/30/21

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND Z SQUARED CONSTRUCTION
FOR RANCHO CORDOVA YOUTH CENTER PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Z Squared Construction ("Contractor") as of July 19, 2021.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Rancho Cordova Youth Center Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on May 19, 2021 in the on the City's website, ciplist.com, and the Sacramento, Placer and El Dorado County Builders Exchange ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2021-256, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of

1898853.2

Construction Services Agreement between
City of Rancho Cordova and Z Squared Construction

July 19, 2021
Page 1 of 4

Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Four million five hundred Eleven Thousand (\$4,511,000.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement

and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Megan Siren ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Z Squared Construction
 Lourdes Malaekheh
 5039-400 Robert J Mathews Parkway
 El Dorado Hills, CA 95762
lmalaekheh@z2construction.com

Any written notice to City shall be sent to:

Megan Siren
 City of Rancho Cordova
 Department of Public Works

2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.4 IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Lourdes Malaekkeh, President

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

RANCHO CORDOVA YOUTH CENTER					
CITY OF RANCHO CORDOVA					
BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Construction of the Rancho Cordova Youth Center complete, including all building and site work, and all other work as specified in the Contract Documents. Payment shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including bonds, overhead, profit, appropriate sales tax, and bond and insurance costs for the Contractor and all subcontractors, and shall be based on the completion of the entire project as shown on the Project Plans and specified in the Special Provisions and Technical Provisions.	1	LS		
	TOTAL BID PRICE	4,511,000 ⁰⁰			
	TOTAL BID PRICE IN WORDS	Four million five hundred eleven thousand			

Rancho Cordova Youth Center Construction Award

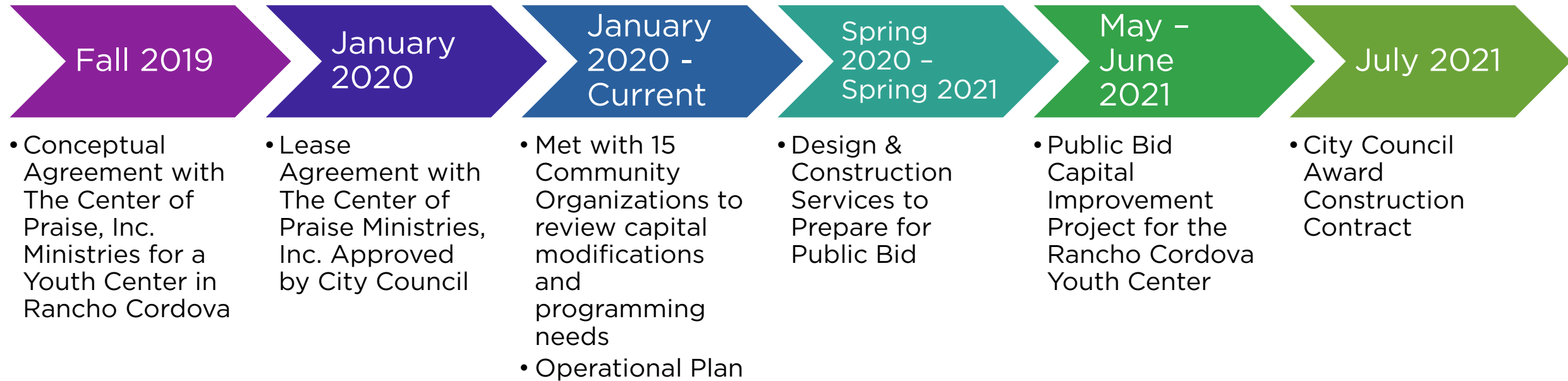
July 19, 2021



Meeting Goals

- Provide Update on Youth Center Project
- Recommend Approval of Construction Contract
- Next Steps

History of the Rancho Cordova Youth Center



Construction Phase



Construction – Summer 2021



- A Youth Center is much-needed in Rancho Cordova to support youth from many racial and ethnic backgrounds, as well as socio-economic levels.
- The Youth Center is centrally located and will serve elementary and teenage students with a focus on equity and inclusion, mentorship, academic support and sports activities.
- The Youth Center will provide a welcoming, central and safe environment for year-round youth programs, build relationships with local youth, and show local youth how much the community cares about their success and future in Rancho Cordova

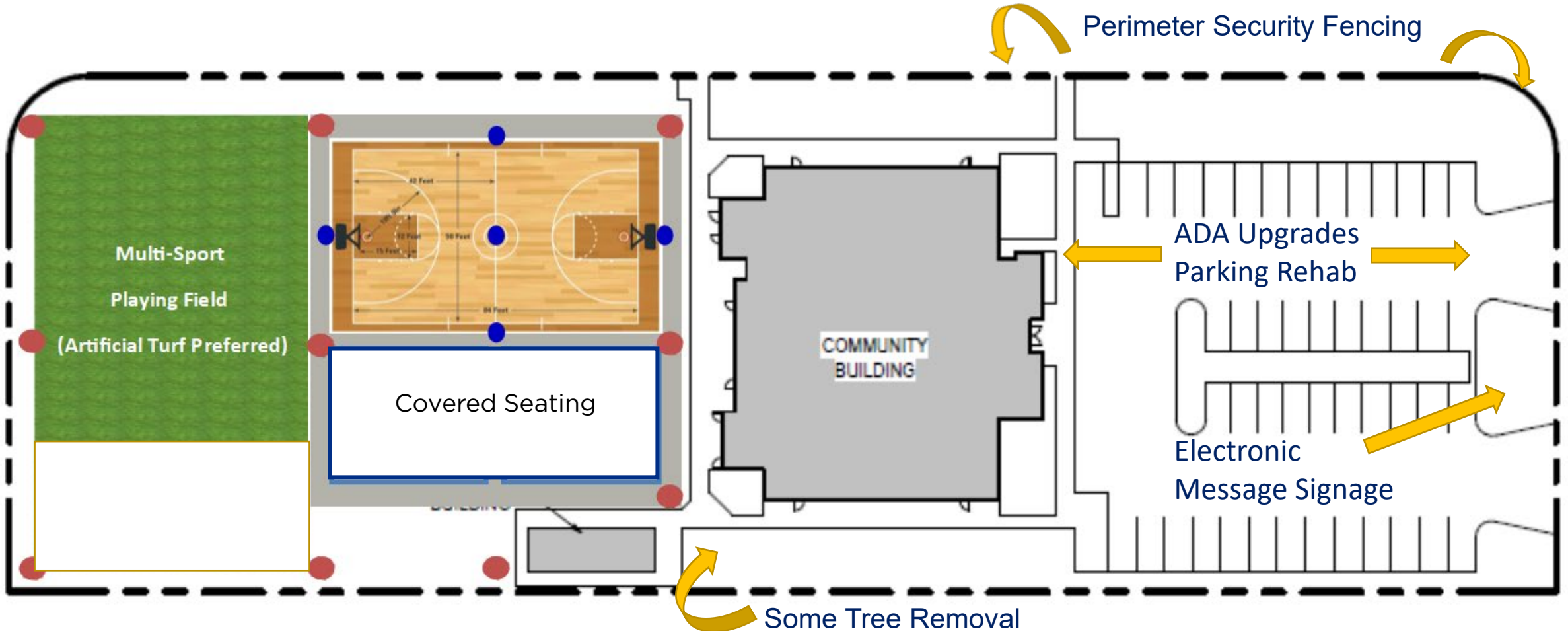
Capital Infrastructure Fund, Community Enhancement Fund, Park Renovation Fund and Measure R Funds

TOTAL PROJECT VALUE:

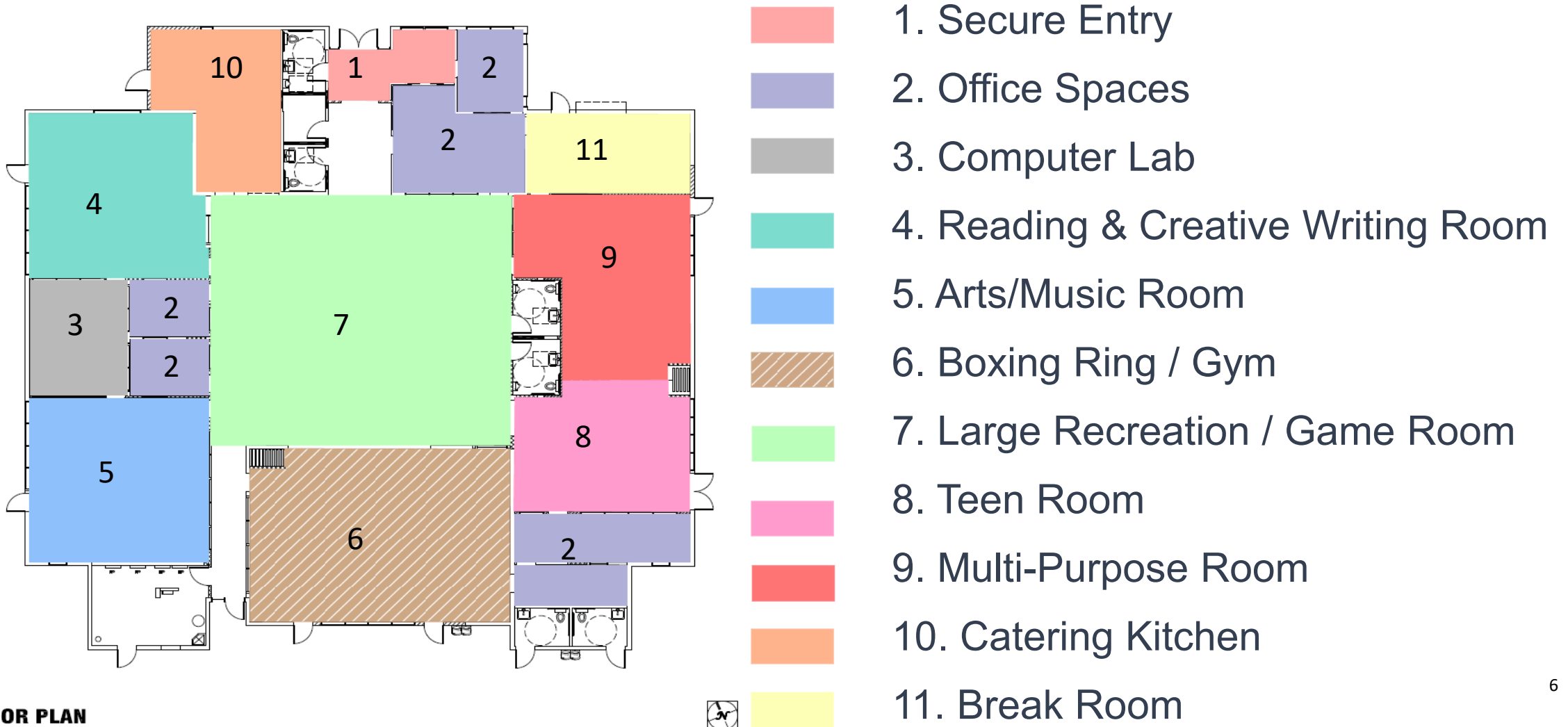
\$6,675,000

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Outdoor Features



Interior Features



Proposed Interior Perspectives



Proposed Interior Perspectives



Staff Recommendation

- Recommended Action:
 - Approve the Resolution Authorizing the City Manager to execute contract no. 2021-256 with Z Squared Construction, Inc. to construct the Rancho Cordova Youth Center in an amount not to exceed \$4,511,000
- Next Steps:
 - Detailed Operation Plan to be Presented in October 2021

Thank You - Questions?



MEMORANDUM



DATE: July 19, 2021

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Housing Manager; Micah Runner, Deputy City Manager

SUBJECT: MILLS CROSSING CIVIC CENTER DESIGN PRINCIPLES DISCUSSION

RECOMMENDATION

Receive presentation, provide feedback and discussion.

RESULT OF RECOMMENDED ACTION

The City Council will receive a presentation from the City's master developer partner team, Griffin Swinerton and design firm Rios, and engage in a high-level discussion regarding design principles for the Mills Crossing Civic Center.

BACKGROUND

On April 27, 2021 the City Council completed the latest round of potential use discussions and selected the overall major uses and general site plan of the future Mills Crossing Civic Center, focused on a hybrid park/plaza concept. The major features of this plan include 80,000-100,000 sq ft of community facilities focused on arts and wellness uses, approximately 1.5 acres of plaza and community park spaces, approximately 120 housing units of attached townhomes and multifamily apartments, and a 3-level parking garage.

Currently the City's master developer partner, Griffin Swinerton, is in discussions with potential users who will anchor and fill the future individual spaces contemplated in the approved general site plan. As this process is ongoing and leading towards the execution of a Development Agreement later in 2021, there is now time to begin initial discussion about some of the major design principles of the future Civic Center.

This discussion will focus on establishing a set of core urban design & planning principles that will serve as the foundation and framework for the continued development of the Civic Center design. These guiding principles will help establish what the core goals and considerations should be for the architectural, urban, and landscape design of the Civic Center buildings, parks and plazas, and public spaces connecting to the surrounding neighborhood. More details on these principles can be found in the Presentation, attached as [Attachment 1](#).

The majority of the actual designing of the buildings, plaza, parks, housing, landscaping and other pieces of the civic center will take place once the Development Agreement is executed. The City Council will have the approval authority over these design and detail elements, with those discussions anticipated to take place in 2022.

FISCAL IMPACT

The City Council has tentatively authorized \$35,000,000 for the future Civic Center Project.

ATTACHMENT(S)

1. Presentation

Mills Crossing

City Council Presentation
July 19, 2021

Expanded Package

Introduction + Agenda



Mills Crossing Civic Center

Mather Field/Mills Station

MACC

**Folsom Lake College /
Rancho Cordova Center**

LA LOMA DR

FOLSOM BLVD

PASEO DR

MATHER FIELD RD

Agenda

July 19, 2021 City Council Presentation

1. Introduction

2. Vision + Design Principles

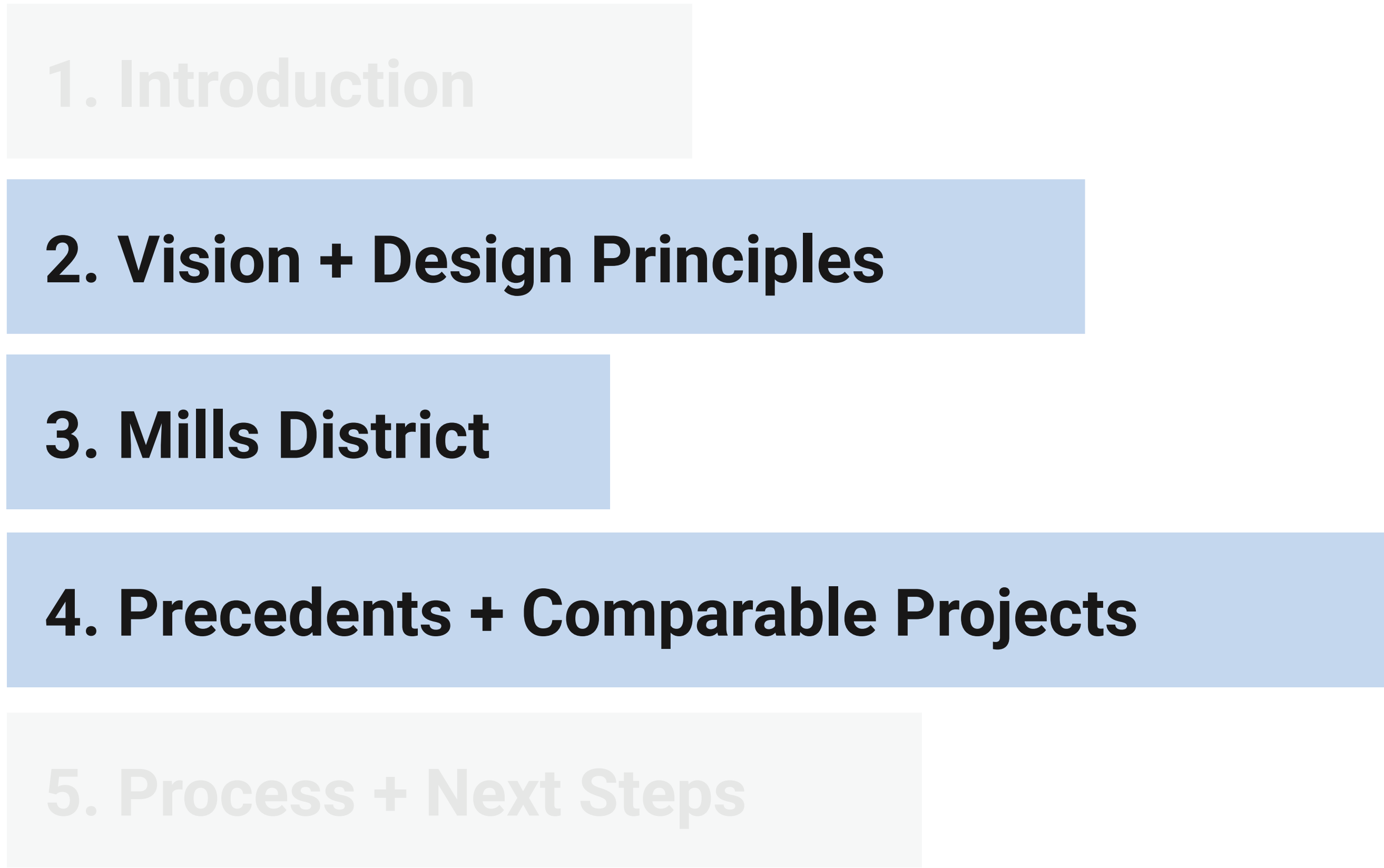
3. Mills District

4. Precedents + Comparable Projects

5. Process + Next Steps

Purpose of this Project Update

July 19, 2021 City Council Presentation



Mills Crossing Project Elements



Goals for this Project Update

What We Aim to Accomplish in this Session

1. Discuss How Our Design Process is Tailored to Achieve the City's Goals

2. Discuss the Project Process from ENA to an Agreement

Vision + Core Design Principles

Vision

Planning for Today and the Future, 2025 - 2065



- Transit-Oriented Development
- Catalyst for Folsom Corridor
- Innovative, Ambitious City
- Modern Placemaking
- Community Hub

Vision:

Rooted in Rancho Cordova Community Values



HOMEABOUT USWHAT'S NEWDEPARTMENTS

Departments » Community Development » Civic Center » Mills Station District Project Information »

VISION

Help our Vision become a reality.

The Mills Station District is envisioned to be a flexible gathering place to discover, relax and connect. A place where businesses, residents and visitors can be inspired by local cuisine and art, enjoy recreational facilities, and host meetings, events and celebrations.

Catalyst for Local Business

A place to connect and linger, pedestrian-scaled, walkable streets, smaller retail storefronts to encourage local business, dynamic public space.

Support Community Health, Wellness and Fun

Go-to spot for a picnic or after school hangout, connects to nature and highlights Rancho Cordova natural resources, connects to community partners, urban farming and recreation, potential anchors like natural science museum/library.

Destination for Arts and Culture

Cultural gathering place, backdrop to a public square, exhibition/creation/education, dense/diverse context, museums or performing arts theatre alongside a facility for local artists.

Citizen Focused

Community hub, inclusive for all ages, potential anchors like convention/community center, veterans center, or youth center.



HOMEABOUT USWHAT'S NEWDEPARTMENTS

Departments » Community Development » Civic Center » Mills Station District Project Information »

PRIORITY PROGRAMS

Priority Programs

Through three visioning sessions, the City Council identified the following priority elements for the site. Developers are encouraged to pursue a combination of these elements (not all have to be included).

Cultural – Performing Arts, Art Exhibition Space, Museums, Nature Center, Library

Recreational – Basketball Courts, Playground, Flexible Meeting Space, Craft/Maker Space, Classroom Kitchen

Commercial and Residential – Café, Restaurants, Local Vendor Market, Food-Truck Lot, Conference Center, Mixed-Income Multifamily Residential

Community Serving –Teen Activity Center, Counseling/Mental Health Services, Classroom/Study Rooms, Pre-School/Day care

Vision:

Rooted in Rancho Cordova Community Values



Vision

Rooted in Rancho Cordova Community Values

Summary Excerpts from September 2020 City Council Interviews

remarkable **buildings** +
remarkable **public spaces**

re-activate
this entire corridor

A **mix of housing** that
caters to high, medium,
and low incomes

Flexibility: both indoor and
outdoor space

**Arts + Health +
Makers Space – multi-use**

**high-quality high-
density housing** on
Folsom Blvd

**access to
services**

**catalyze investment,
spark development**

Something unique has to
happen here, and should
probably be **arts-focused**

Exercise, fitness, and health
could be important programs

Vision

Informed by Industry Best Practices

Project
for Public
Spaces

Our Approach to Mixed-Use

DEC 31, 2008



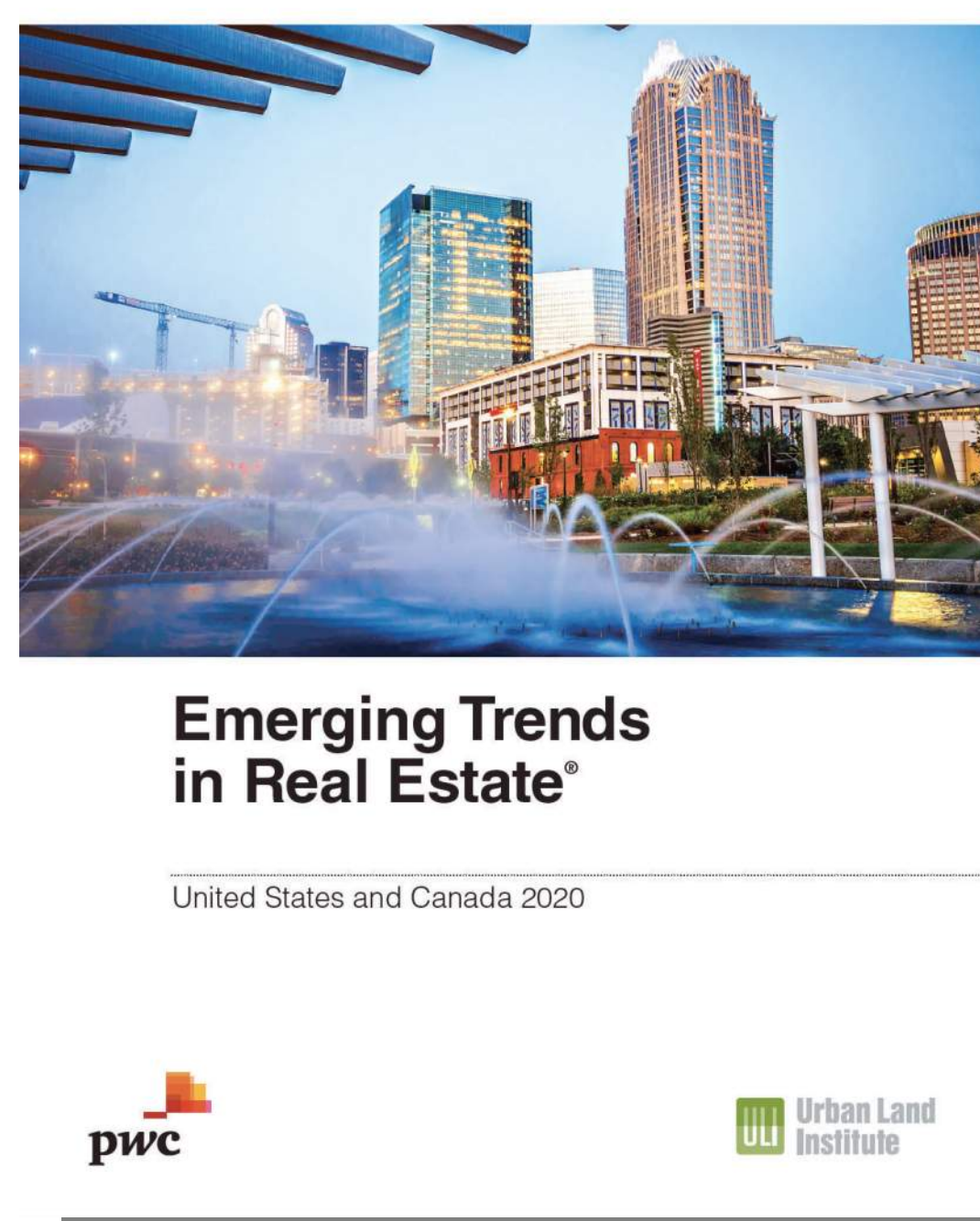
The most successful downtowns, waterfronts, town centers and commercial hubs present a rich array of places where the life of the community--its organized activities as well as its spontaneous interactions--plays out. What these communities have in common is a network of streets, paths, parks and squares that hold the neighborhood together and provide the stage on which public lives are played. The ground floors enjoy a tight, symbiotic relationship with the public spaces, forming a seamless transition between indoors and out.

PPS works with developers and communities to create these kinds of neighborhoods, where a broad array of new types of activities and destinations located in close proximity to each other result in the same dynamic conditions that attracted people to older cities and neighborhoods. We have studied the characteristics of successful urban settlements, and especially the web of public spaces that knit them together, and apply what we have learned to the planning, programming, design and management of new communities. We ensure that new developments:

- **Begin with the public spaces** as the basic framework around which housing, retail and commercial development are planned and designed;
- **Build a strong sense of community** by creating social gathering places, developing a sense of stewardship among its residents and providing places for community events;

Vision

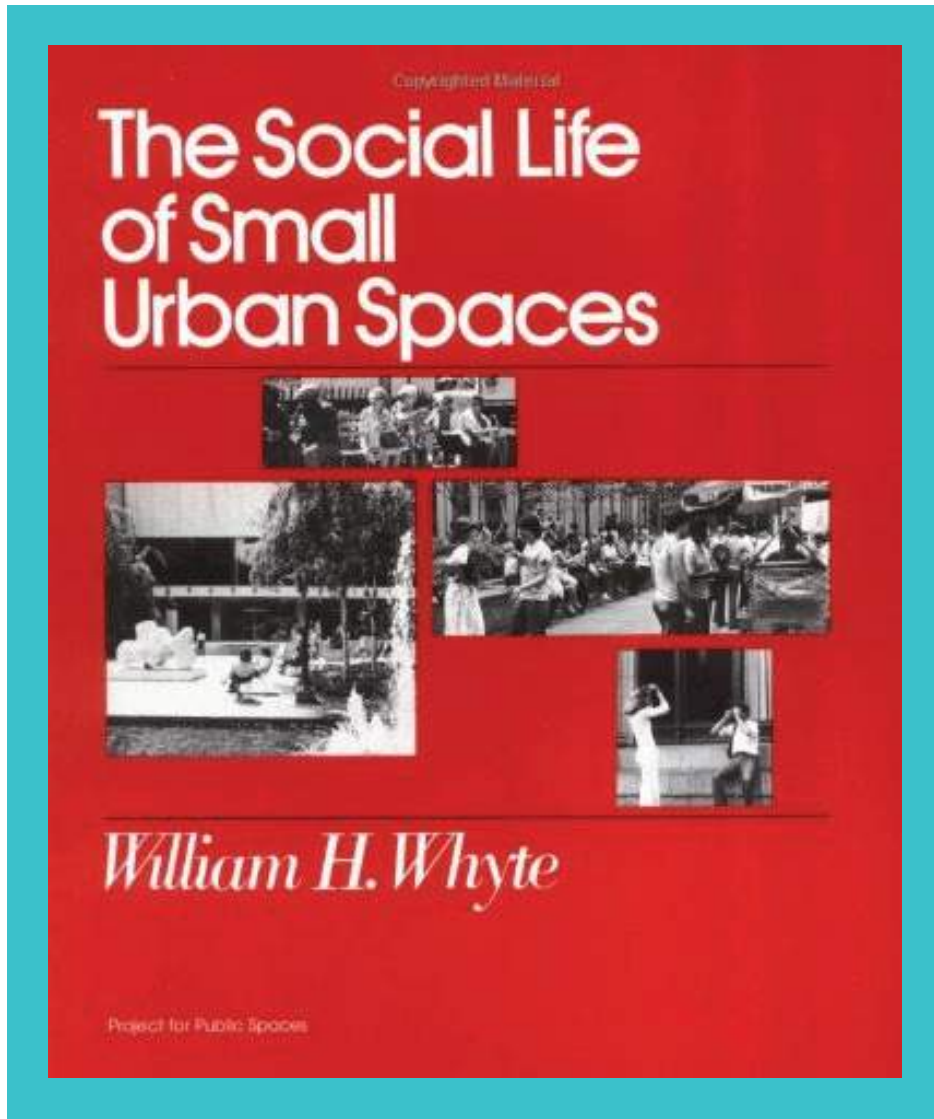
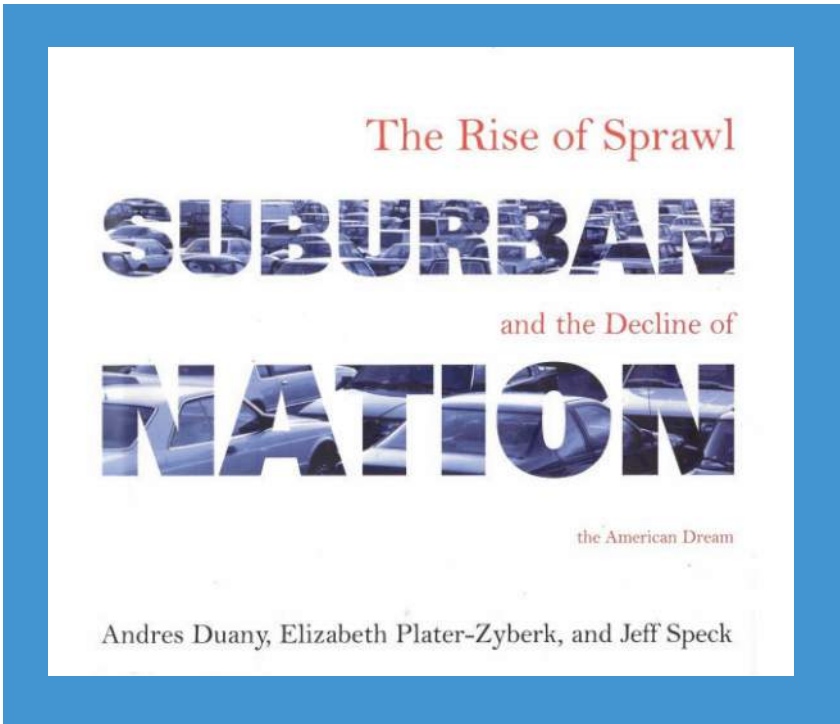
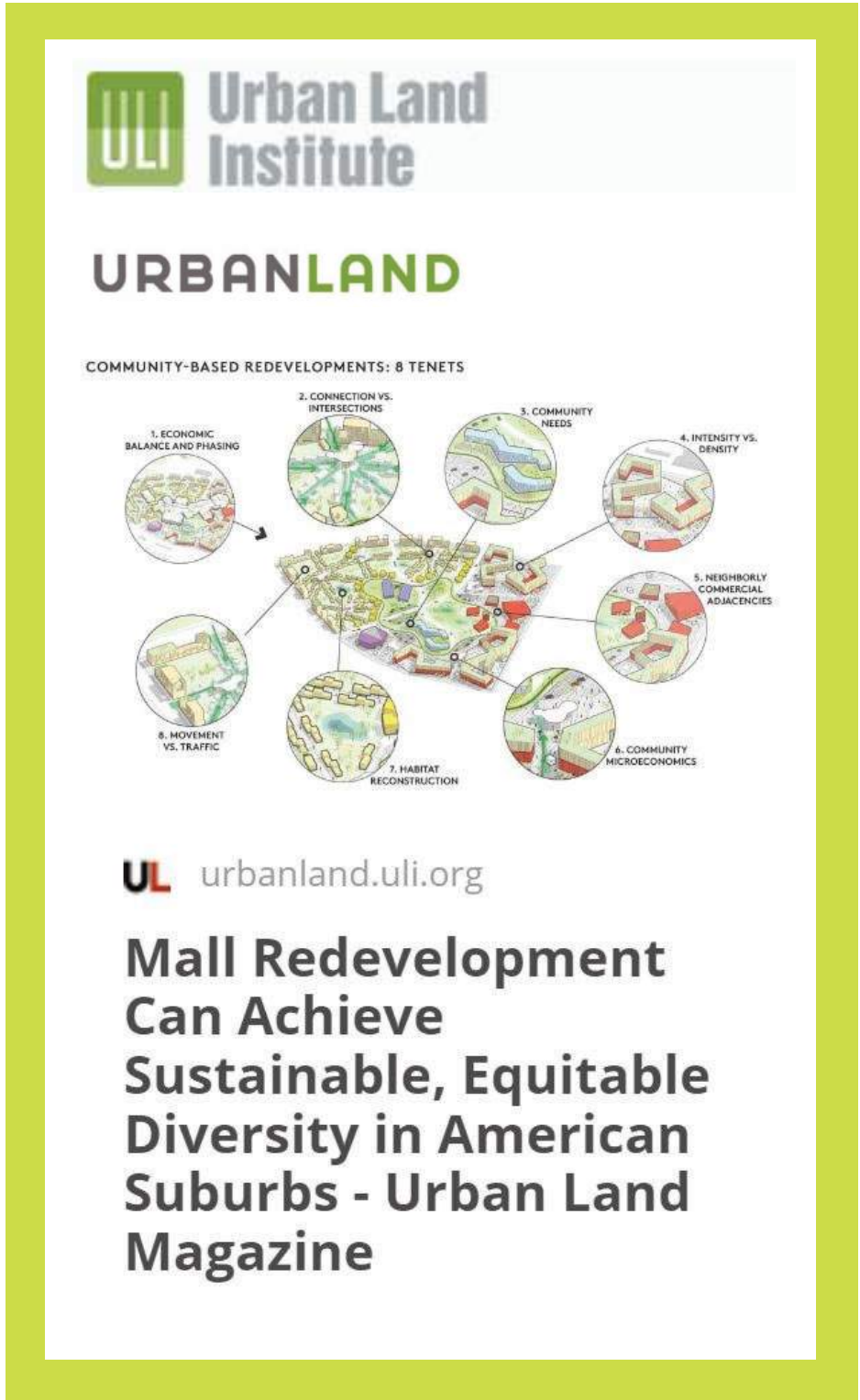
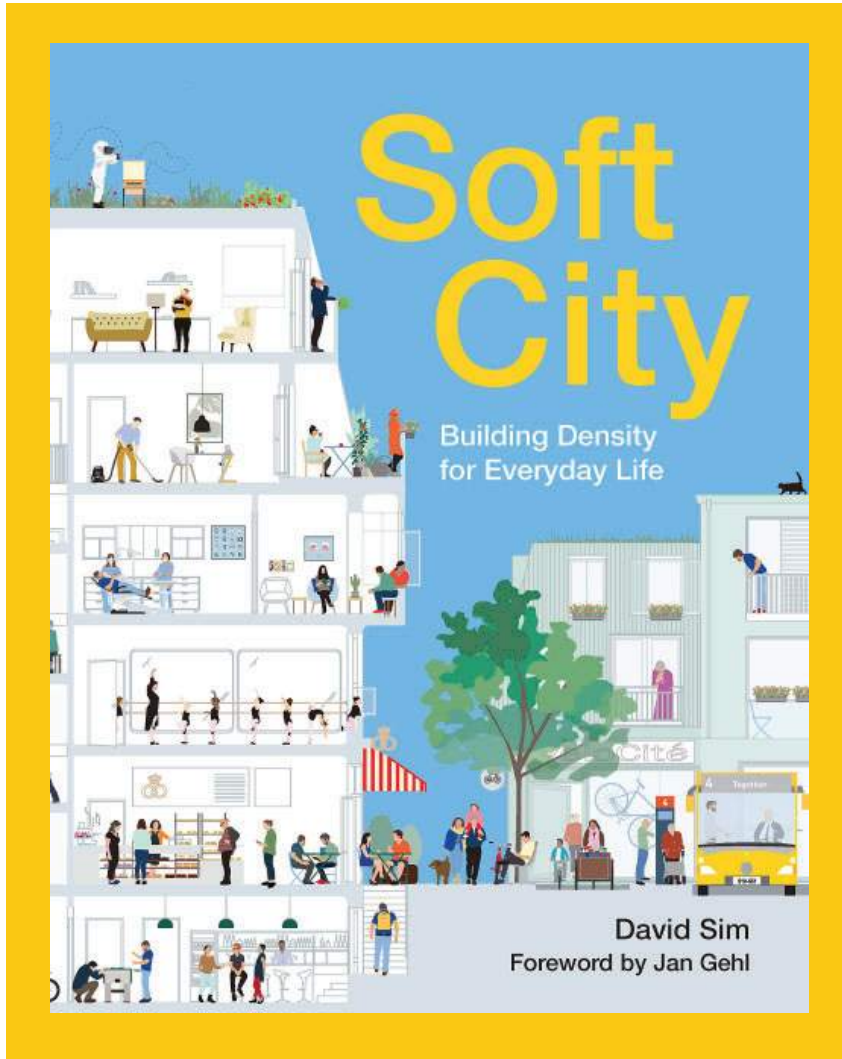
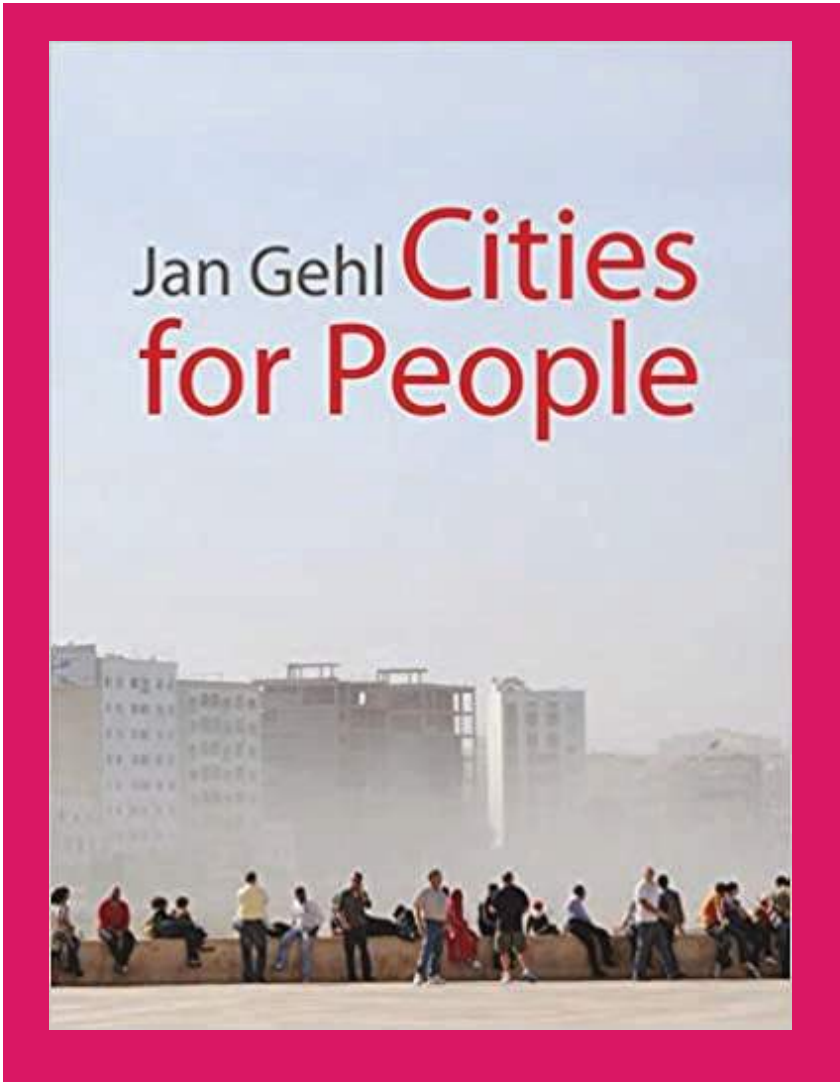
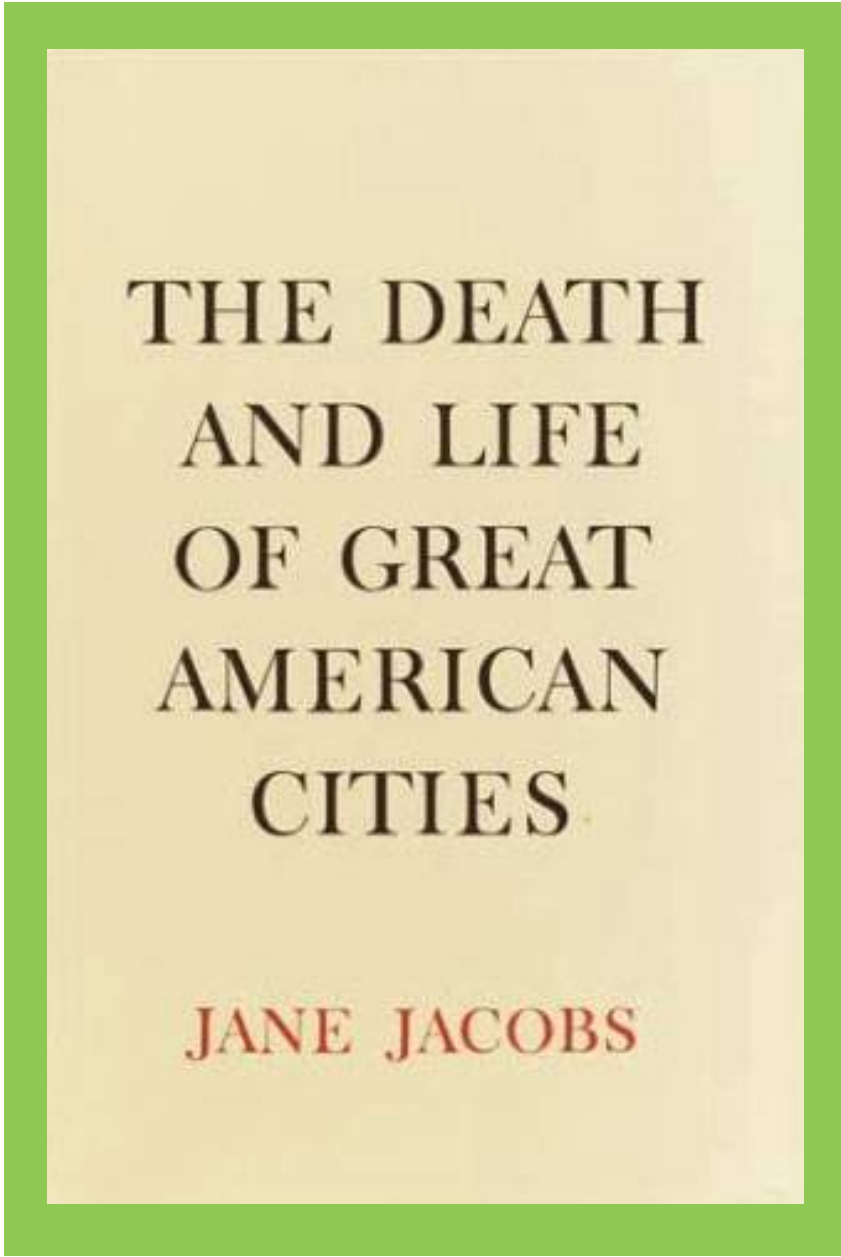
Informed by Industry Best Practices



Past 3 years of ULI Emerging Trends reports discuss trend of urban-style nodes of development in suburban cities at select locations (transit stops, downtowns, etc.)

Vision

Rooting in Urban Design and Planning Best Practices



Case Study: ULI article on Redevelopment

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Q

Urban Land > Economy, Market & Trends > Mall Redevelopment Can Achieve Sustainable, Equitable Diversity in American Suburbs

Mall Redevelopment Can Achieve Sustainable, Equitable Diversity in American Suburbs

By Sean Slater
May 24, 2021

Many malls were created with White suburban shoppers in mind. Redeveloping these properties with attention to practical needs of diverse communities can help ameliorate the legacy of racial segregation.

Shopping malls have a special place in the popular culture of the United States. For younger baby boomers, gen Xers, and older millennials, the mall served as a town square of their childhood. And even as malls falter, the retail sector has reflected massive prosperity for over a century, now with over 8.5 billion square feet (790 million sq m) of space dedicated to sales and storage, circulation, and services for moving manufactured goods.

But while this growth mirrors the social and political rise of cities, to the benefit of affluent White families, it has largely left

COMMUNITY-BASED REDEVELOPMENTS: 8 TENETS

1. ECONOMIC BALANCE AND PHASING

2. CONNECTION VS. INTERSECTIONS

3. COMMUNITY NEEDS

4. INTENSITY VS. DENSITY

5. NEIGHBORLY COMMERCIAL ADJACENCIES

6. COMMUNITY MICROECONOMICS

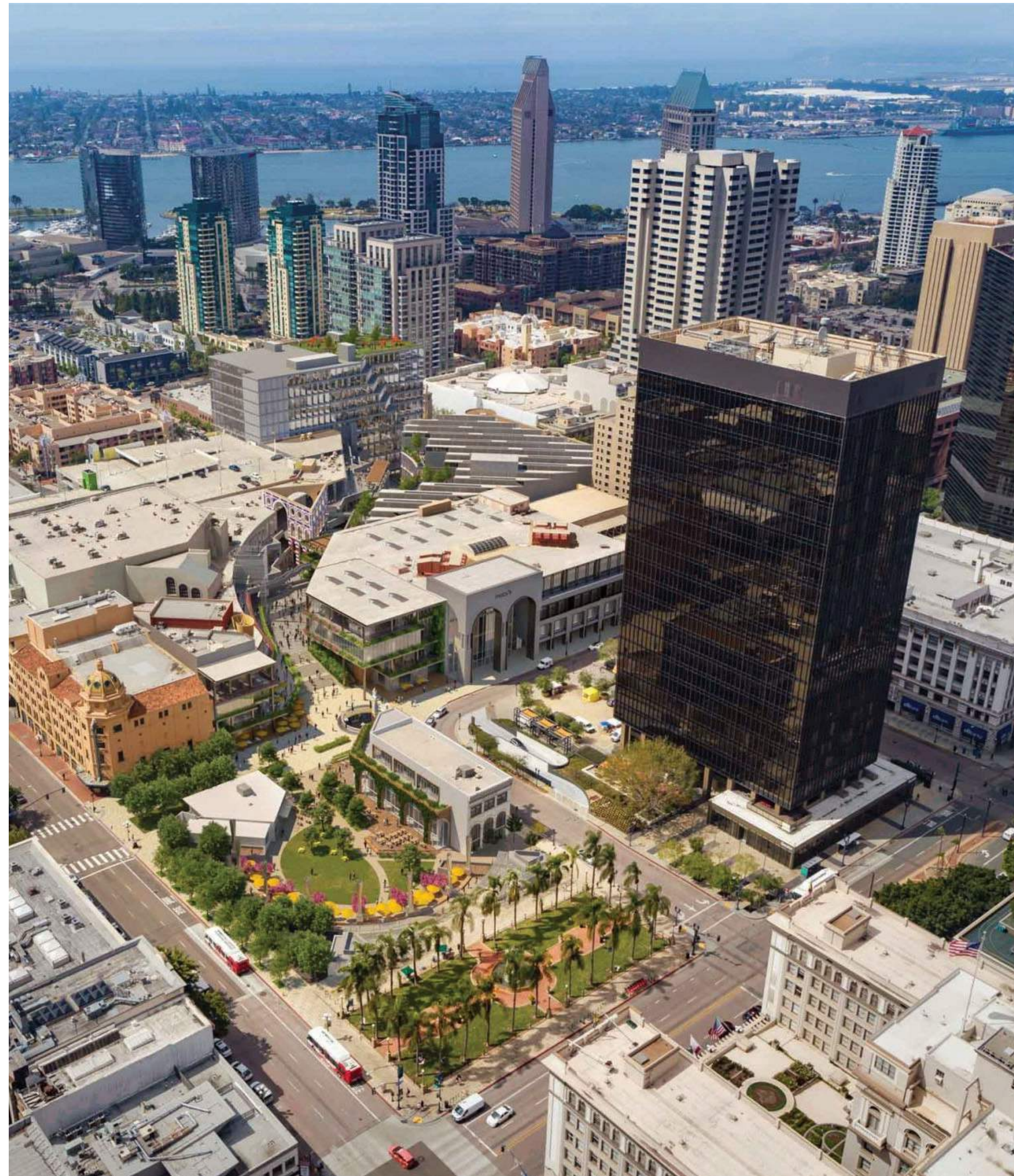
7. HABITAT RECONSTRUCTION

8. MOVEMENT VS. TRAFFIC

Mills Crossing Civic Center | City Council Presentation | July 19, 2021

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Case Study: Horton Plaza — Key Design Principles



Horton Plaza Mall Adaptive Re-Use (San Diego, CA)

Design Architect: RIOS

Architect of Record: RDC

Horton Plaza key challenges:

- It was a dead mall that was designed as a place to wander (and shop), so had dead-ends, bridges to nowhere, hidden corners.
- It turned its back on the surrounding urban fabric
- The architecture was very tight/crowded, so had many dark corners
- The former retail use meant very deep floorplates with very little light

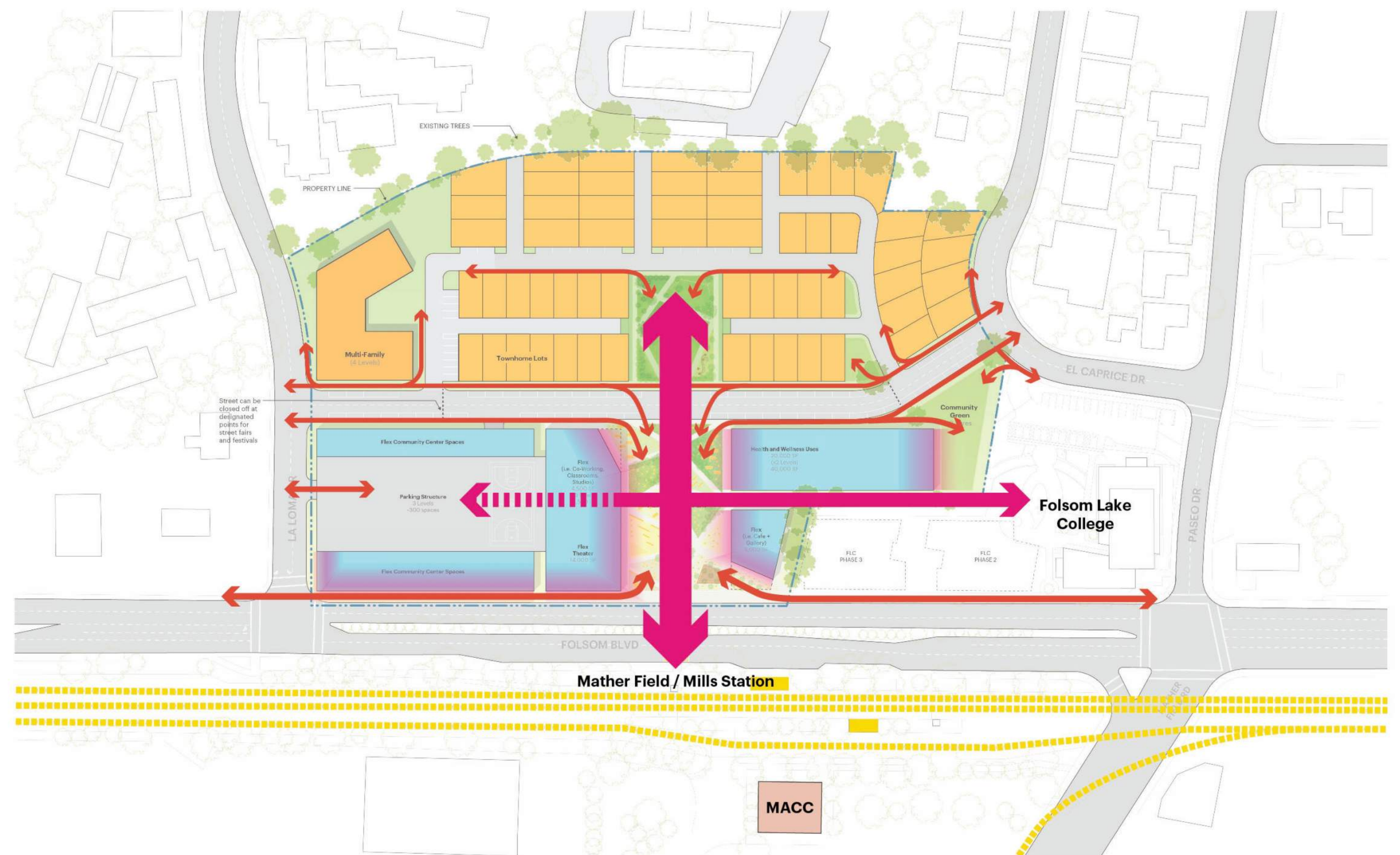
Key principles that we implemented in the re-design:

- Making **stronger, more vibrant connections to the surrounding neighborhood** with contextual design – **catalyzing revitalization** in surrounding areas
- **Landscaped transitions** (at various scales) to stitch together the community
- Introducing **mixed uses** for a more vibrant and robust community & thriving local economy
- **Drawing light, air, landscape into all parts of the campus** and building for health and wellness
- Reconfiguring architectural elements to create **clear wayfinding** and **outdoor places to meet, relax, and provide respite** (sometimes the spaces between are more important than the buildings themselves)
- Achieving **Net Zero Carbon** design to transform the campus into a partner for community sustainability

Mills Crossing Master Plan: Core Design Principles

These core urban design & planning principles serve as the foundation and framework for the Mills Crossing site plan design, and will continue to shape its future development.

1. Magnetic Attractions
2. Flexible Mix of Uses
3. Diverse Community
4. Destination for Health
5. Activated Edges
6. Resilient Oasis
7. Connective Commons



Core Design Principles: Example in Action

Mills Crossing Project Elements

Project
Character:
TOD, Urban
Form, Catalyst

These core urban design & planning principles serve as the foundation and framework for the Mills Crossing site plan design, and will continue to shape its future development.

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- 5. Activated Edges
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- 7. Connective Commons

Placemaking &
Open Space
(Plaza, Parks,
Streets)

Community
Hub /
Facilities,
Parking, etc.

Housing – its
role, amount,
product type

Core Design Principles: Example in Action

Mills Crossing Project Elements

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Character:
TOD, Urban
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These core urban design & planning principles serve as the foundation and framework for the Mills Crossing site plan design, and will continue to shape its future development.

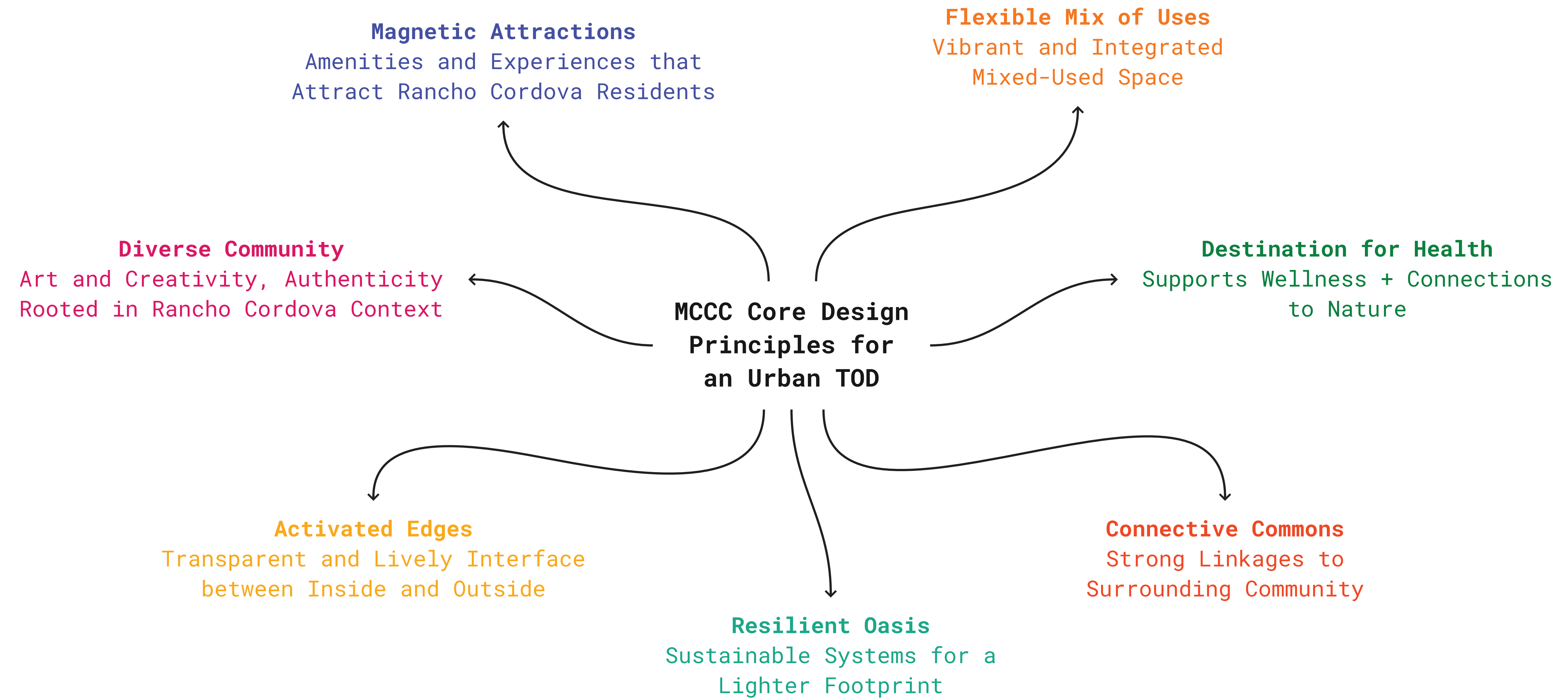
- 1. Magnetic Attractions
- 2. **Flexible Mix of Uses**
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- 4. Destination for Health
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(Plaza, Parks,
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Housing – its
role, amount,
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Core Design Principles



CORE DESIGN PRINCIPLES

1. Magnetic Attractions



CORE DESIGN PRINCIPLES

1. Magnetic Attractions

Amenities and Experiences that Attract Rancho Cordova Residents

"A good city is like a good party – people stay longer than really necessary because they are enjoying themselves."
- Jan Gehl

"Catalytic development is not only about fostering rapid economic growth, but if done right, has the potential to create socially equitable, environmentally sustainable, and healthier places to live and work."
- Christopher Leinberger + Tracy Hadden Loh
"Catalytic Development: (Re)creating Walkable Urban Places," Brookings Institute, Bass Initiative on Innovation and Placemaking (2018)



CORE DESIGN PRINCIPLES

1. Magnetic Attractions

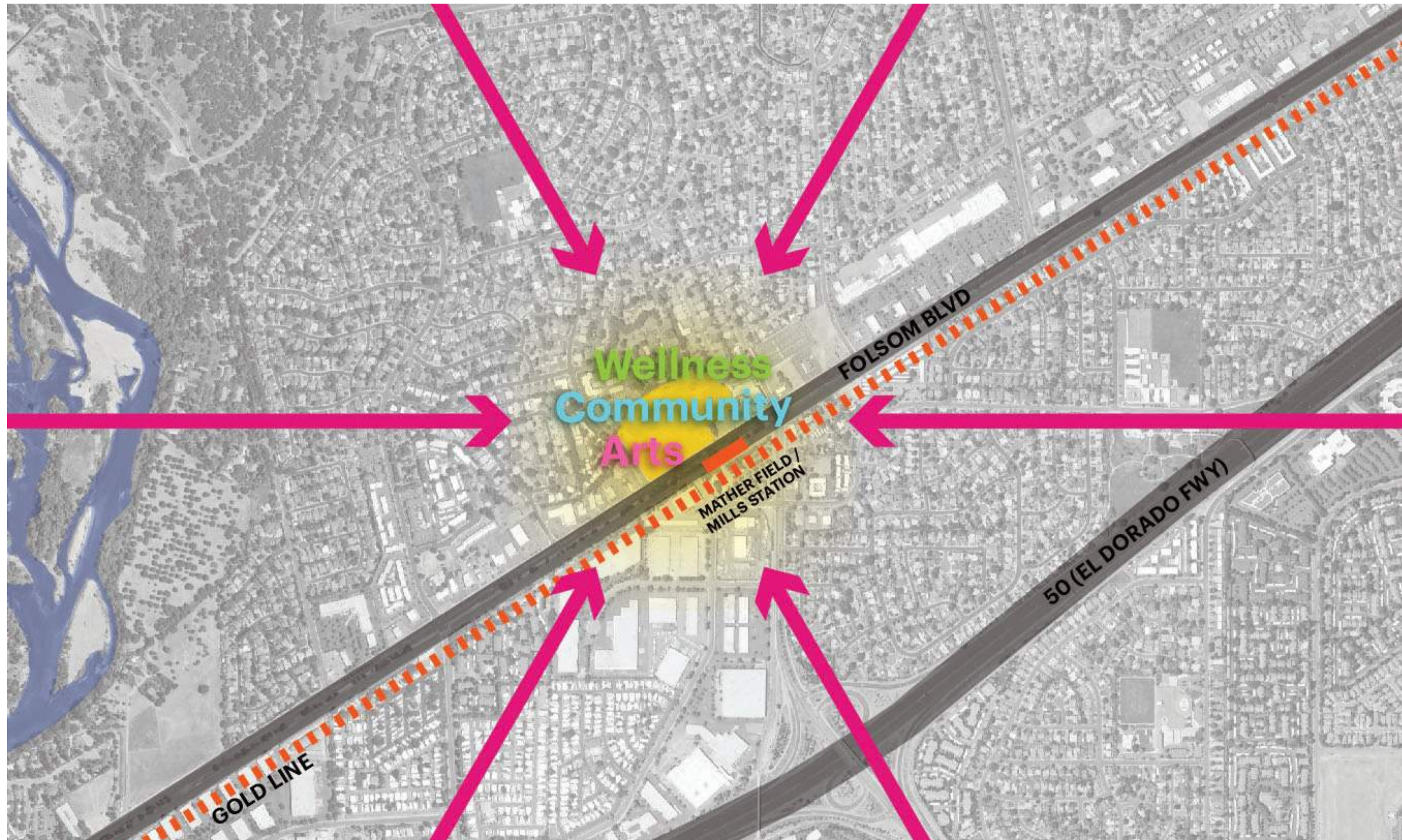
Amenities and Experiences that Attract Rancho Cordova Residents



CORE DESIGN PRINCIPLES

1. Magnetic Attractions

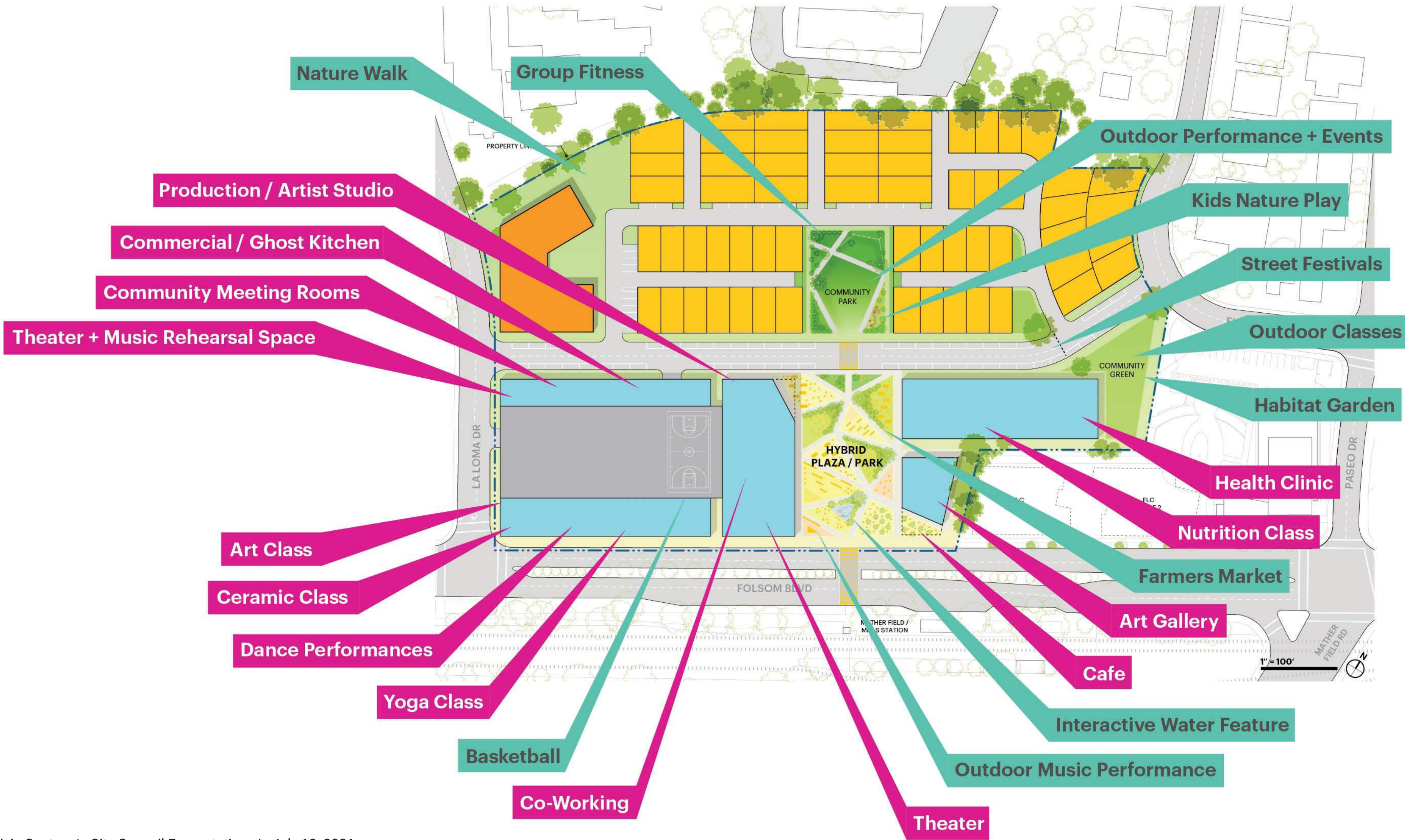
Amenities and Experiences that Attract Rancho Cordova Residents



CORE DESIGN PRINCIPLES

1. Magnetic Attractions

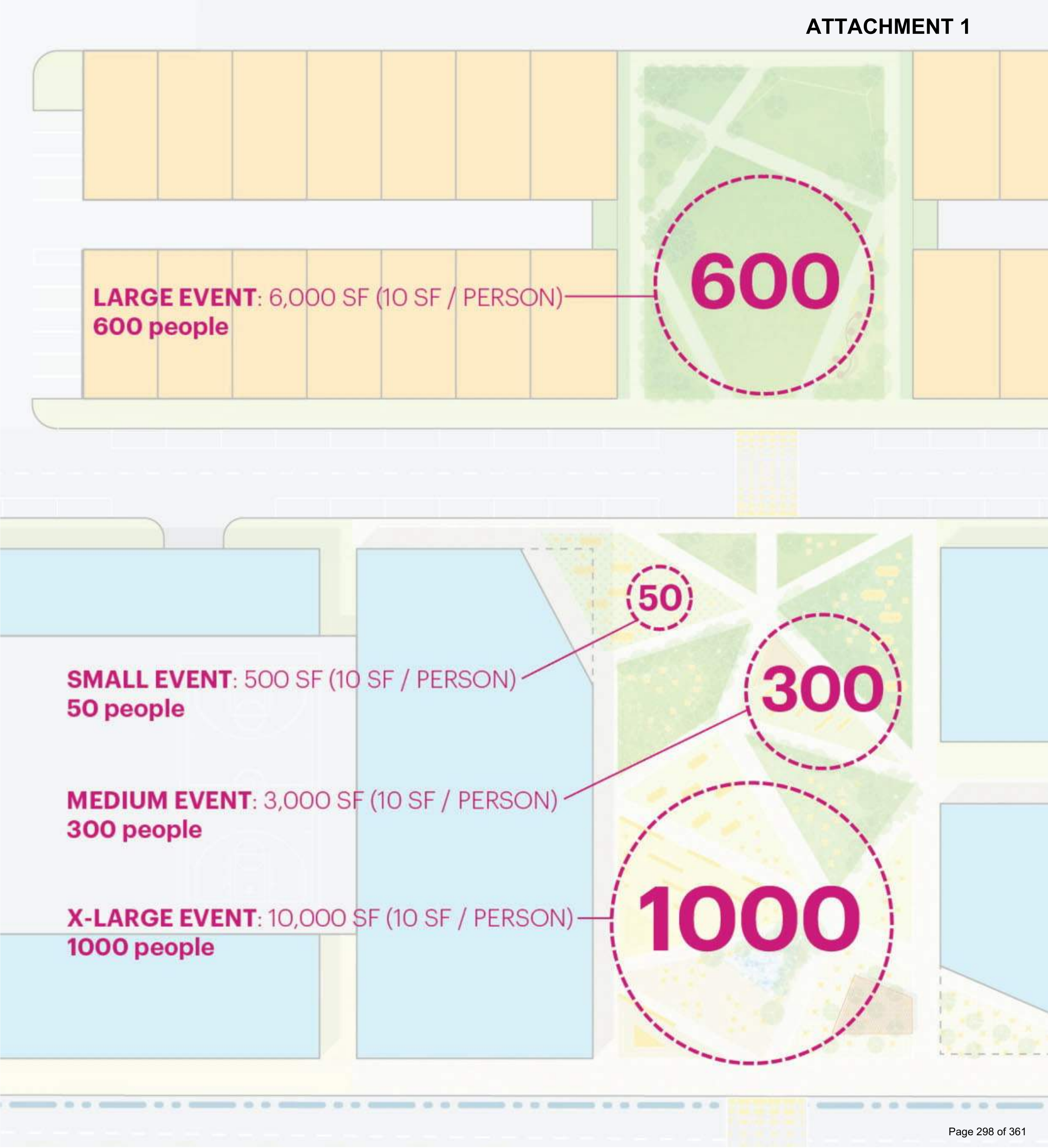
Amenities and Experiences that Attract Rancho Cordova Residents



CORE DESIGN PRINCIPLES

1. Magnetic Attractions
Amenities and Experiences that
Attract Rancho Cordova Residents

Outdoor Event
Capacity



CORE DESIGN PRINCIPLES

2. Flexible Mix of Uses



CORE DESIGN PRINCIPLES

2. Flexible Mix of Uses

Vibrant and Integrated Mixed-Use Space

"In real life, only diverse surroundings have the practical power of inducing a natural, continuing flow of life and use."
- Jane Jacobs
"The Death and Life of Great American Cities" (1961)

"The traditional neighborhood—represented by mixed-use, pedestrian-friendly communities of varied population, either standing free as villages or grouped into towns and cities—has proved to be a sustainable form of growth. It allowed us to settle the continent without bankrupting the country or destroying the countryside in the process."
— Andrés Duany
"Suburban Nation: The Rise of Sprawl and the Decline of the American Dream" (2000)



CORE DESIGN PRINCIPLES

2. Flexible Mix of Uses

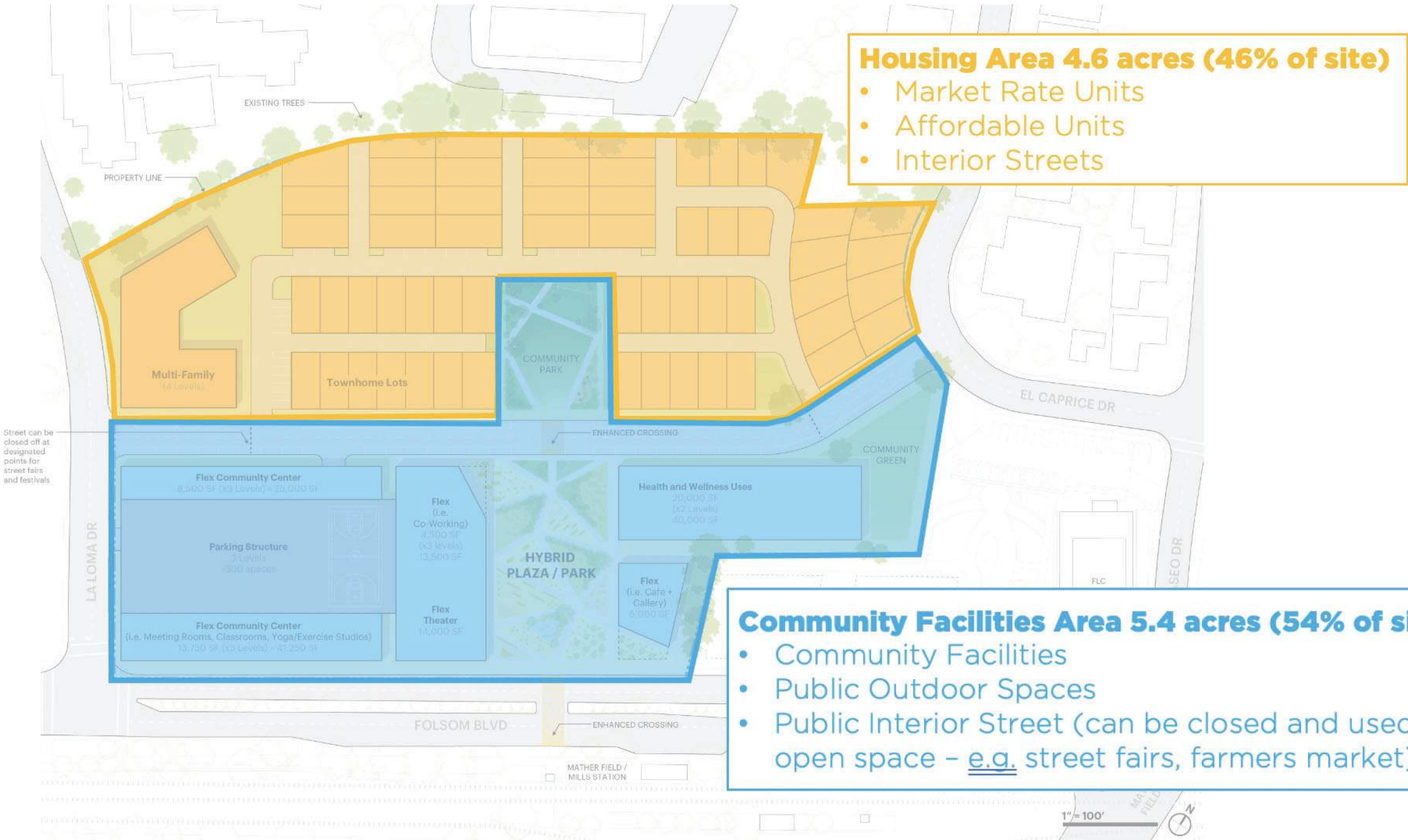
Vibrant and Integrated Mixed-Use Space



CORE DESIGN PRINCIPLES

2. Flexible Mix of Uses

Vibrant and Integrated Mixed-Use Space



- Residential**
For-Sale Urban Townhomes (~60-66 units)
Multi-Family Apartments (~50-60 units)

Multi-Family Community Green (~.5 acres)
- Community Facilities**
Program Opportunities (80-100k SF)

Flex Theater
Artist Studios
Gallery / Exhibit Space
Maker Space / Incubator / Learning Hub
AV Production Space
Yoga / Exercise / Dance Studios
Community Co-Working Hub
Community Health Clinic
Day Care / Child Care Center
Teaching Kitchen / Ghost Kitchen
Cafe / Fresh Market
Retail
Other
- Public Space**

Hybrid Plaza/Park (~1 acres)
Community Park (~.4 acres)
Community Green (~.25 acres)
Street (Festival Zone) (~.5 acres)
TOTAL: ~2.15 acres

Public Space Program Opportunities
Interactive Water Feature
Stage / Performance Plaza
Shaded Café Seating
Outdoor Meeting & Work Lounge
Flexible Lawns
Kiosks (Coffee, Farm Stand, etc.)
Outdoor Meeting / Dining
Habitat Garden
Outdoor Fitness Areas
Nature Play
Other

CORE DESIGN PRINCIPLES

3. Diverse Community



CORE DESIGN PRINCIPLES

3. Diverse Community

Art and Creativity, Authentically Rooted in Rancho Cordova Context

"In real life, only diverse surroundings have the practical power of inducing a natural, continuing flow of life and use."
- Jane Jacobs
"The Death and Life of Great American Cities" (1961)

"The most successful downtowns, waterfronts, town centers and commercial hubs present a rich array of places where the life of the community--its organized activities as well as its spontaneous interactions -- plays out."
- Project for Public Spaces

interactive — invites citizens to co-create Mills Crossing

celebrates local art, culture, ecology, and history

welcomes all residents to not only see art and culture, but be an active maker of art and culture

improves equity, provides access to opportunities and learning

supports Rancho Cordova civic identity + civic pride

builds upon Rancho Cordova's strengths and wealth of assets

CORE DESIGN PRINCIPLES

3. Diverse Community

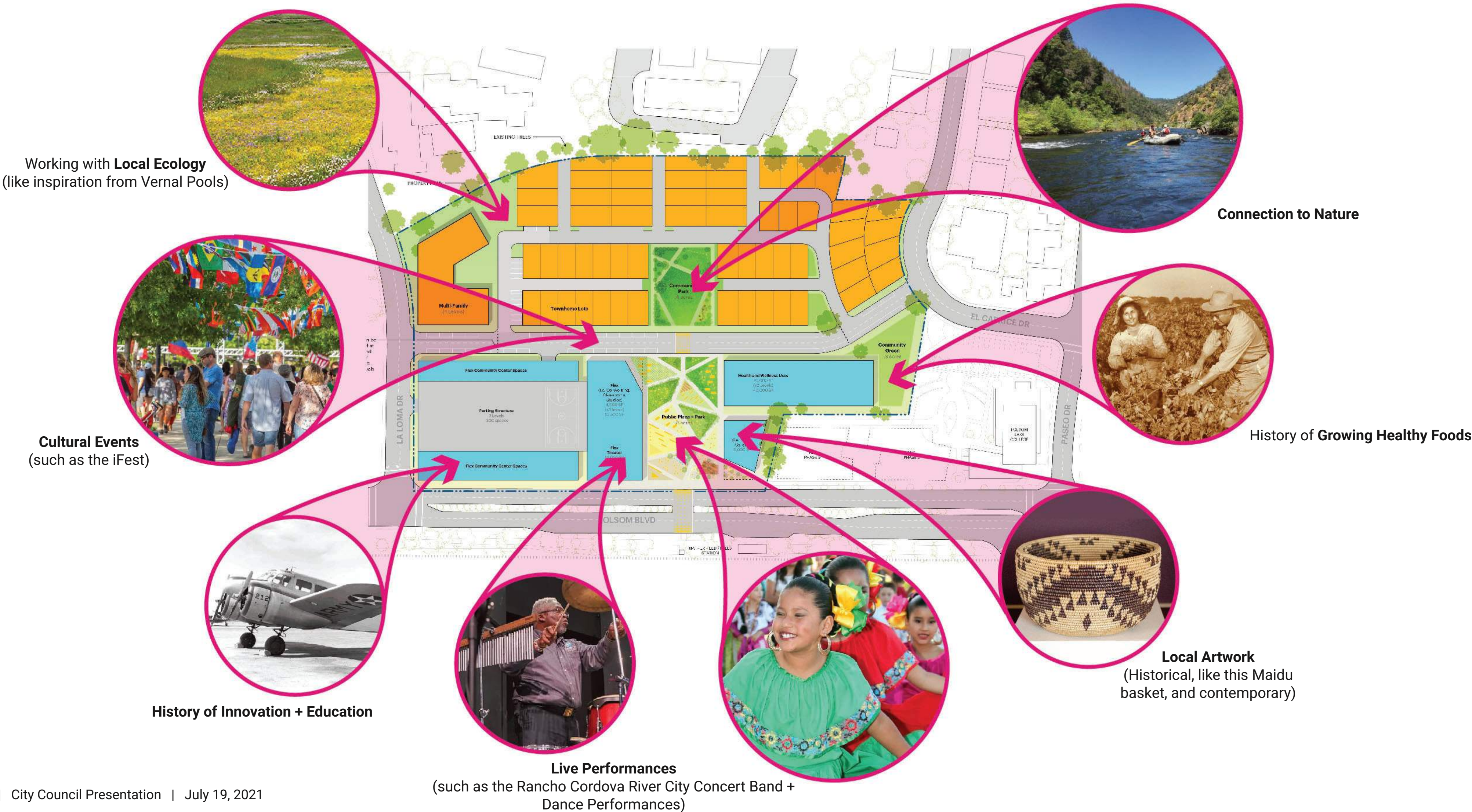
Art and Creativity, Authentically Rooted in Rancho Cordova Context



CORE DESIGN PRINCIPLES

3. Diverse Community

Art and Creativity, Authentically Rooted in Rancho Cordova Context



CORE DESIGN PRINCIPLES

4. Destination for Health



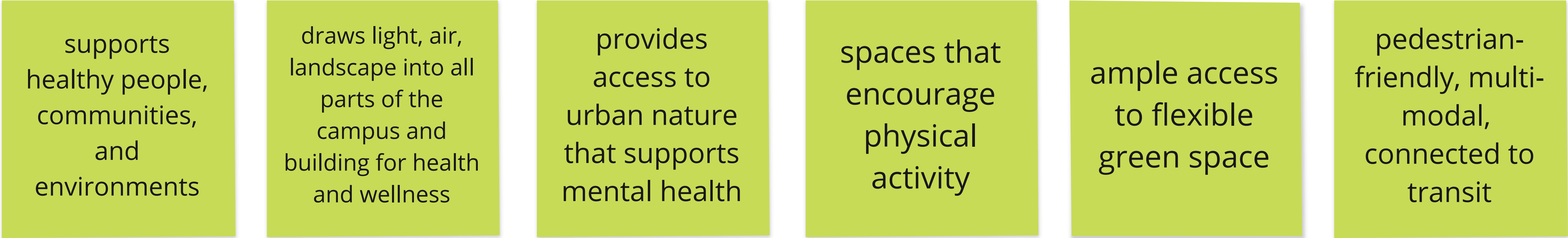
CORE DESIGN PRINCIPLES

4. Destination for Health

Supports Wellness + Connections to Nature

"Neighborhood design can also significantly impact physical activity and health, especially through features such as land use mix, walkability, bicycling infrastructure, and parks and open space."
- New York City's "Active Design Guidelines: Promoting Physical Activity and Health in Design" (2010)

"Many factors of the physical environment have a significant impact on day-to-day health, happiness and productivity."
- WELL Community Standard



CORE DESIGN PRINCIPLES

4. Destination for Health

Supports Wellness + Connections to Nature



CORE DESIGN PRINCIPLES

4. Destination for Health

Supports Wellness + Connections to Nature



CORE DESIGN PRINCIPLES

5. Activated Edges



CORE DESIGN PRINCIPLES

5. Activated Edges

Transparent and Lively Interface
between Inside and Outside

"Creating urban edges that hug neighboring properties instead of towering above them or creating buffers against them acknowledges the nature of American cities... Think of it as a handshake with neighboring uses."

- ULI: Sean Slater in Urban

Land

"Mall Development Can Achieve Sustainable, Equitable Diversity in American Suburbs," Urban Land (2021)

builds strong
connections to
surrounding
neighborhood

buildings that
support
indoor/outdoor
use

active edges
draw people
in

transparency in
architecture (let's
you see what's
happening inside)

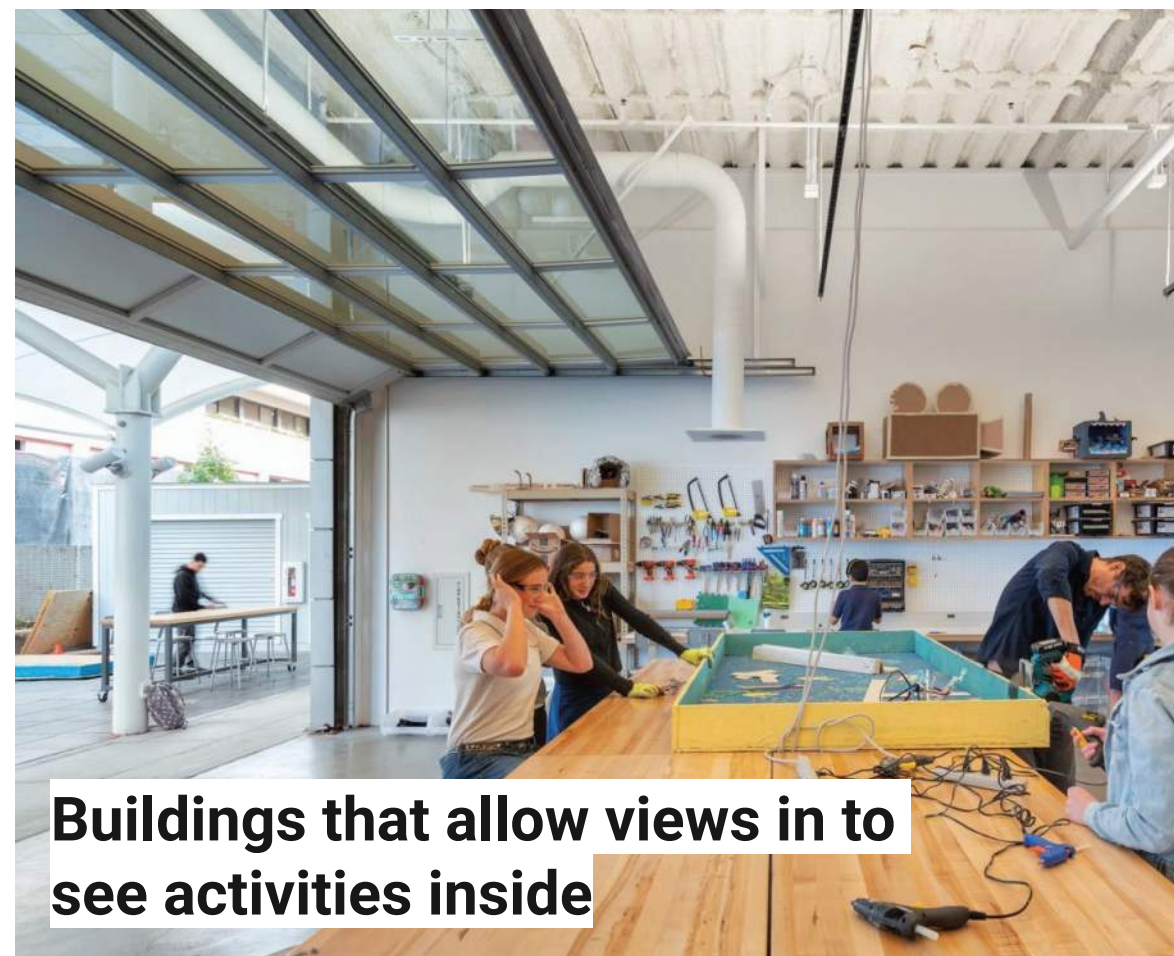
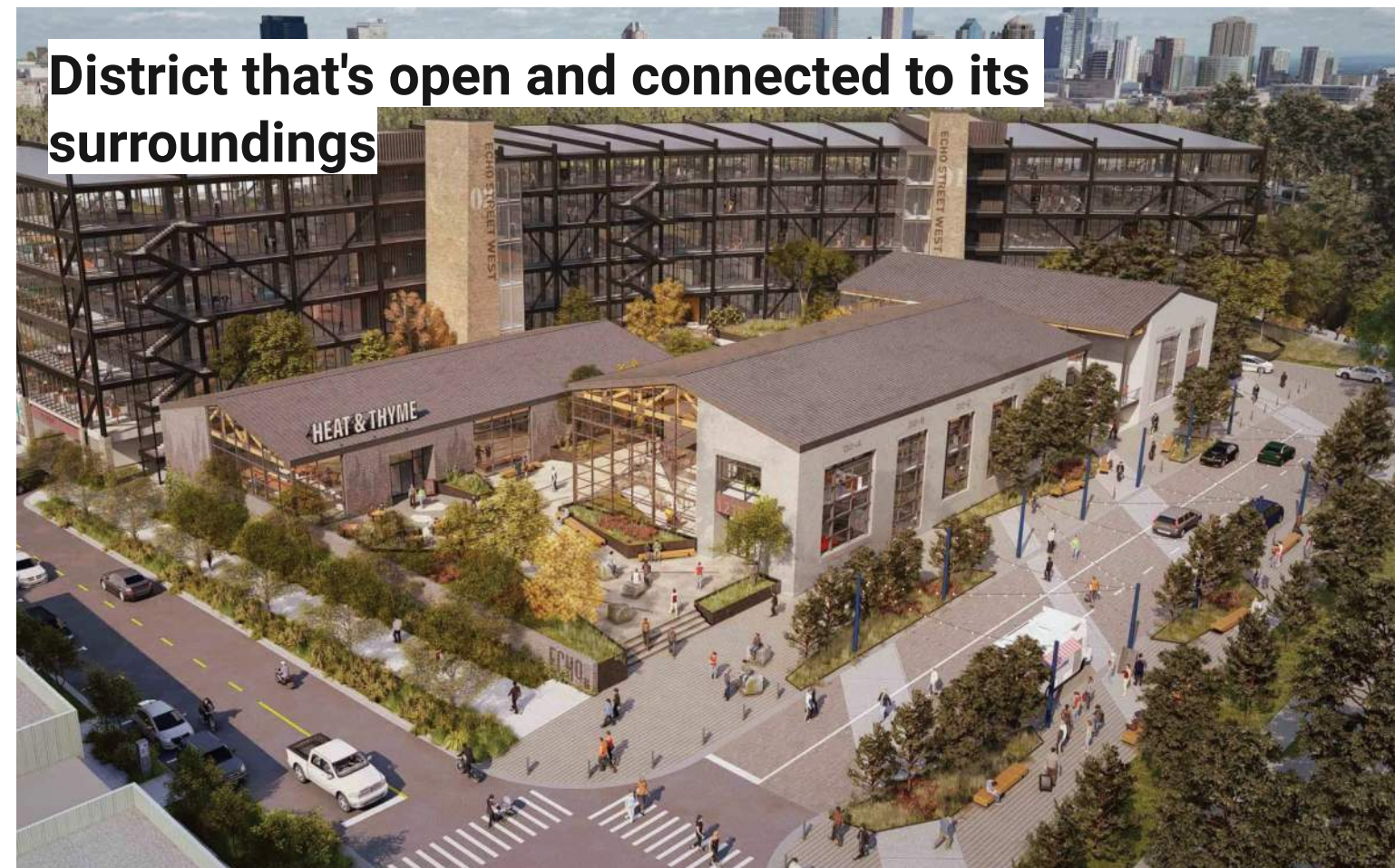
active building
edges, allow
flow in and out

welcoming
streetscape
design

CORE DESIGN PRINCIPLES

5. Activated Edges

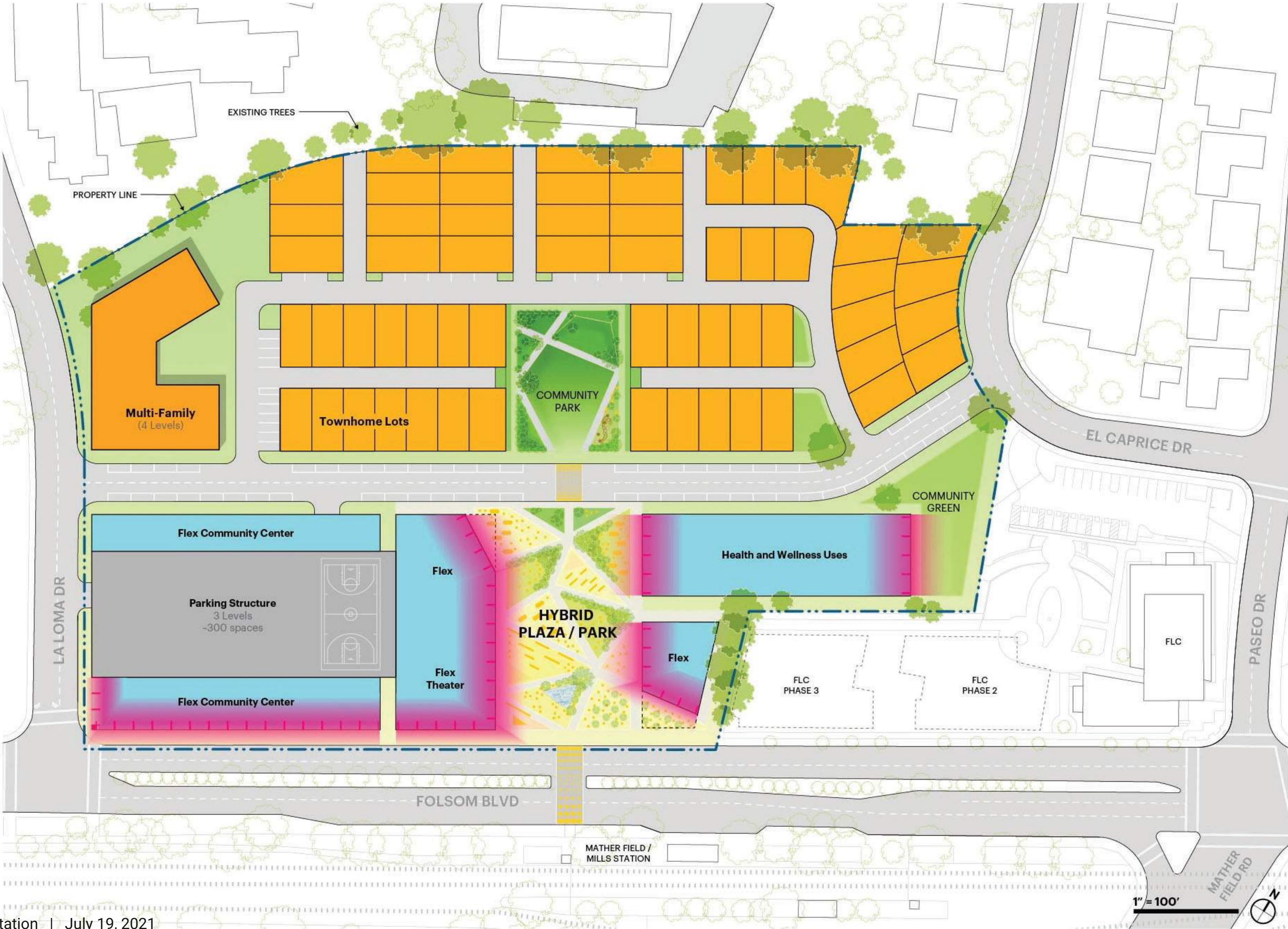
Transparent and Lively Interface between Inside and Outside



CORE DESIGN PRINCIPLES

5. Activated Edges

Transparent and Lively Interface between Inside and Outside



CORE DESIGN PRINCIPLES

6. Resilient Oasis



CORE DESIGN PRINCIPLES

6. Resilient Oasis

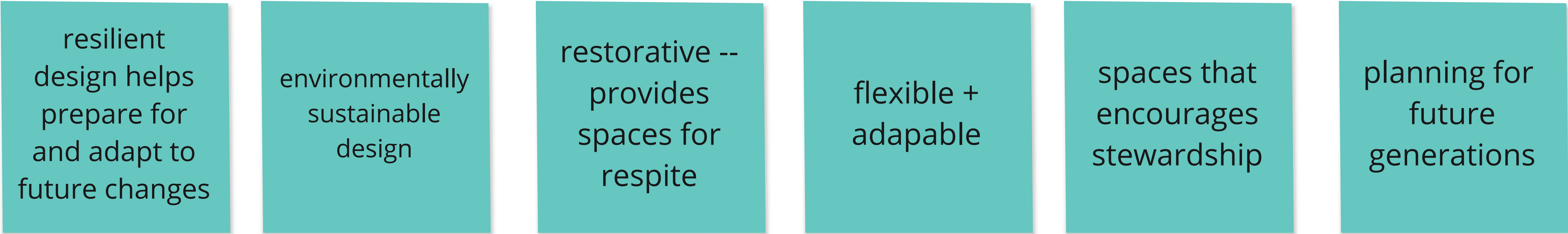
Sustainable Systems for a Lighter Footprint

"Designing and constructing buildings that diminish greenhouse gases are architectural imperatives. Designing and constructing buildings that support health, safety, and welfare are ethical imperatives. In short, designing and constructing buildings that can combat the greenhouse effect will improve our chances of repairing our planet while creating a healthy, resilient, and regenerative future."

- American Institute of Architects (AIA)
"Where We Stand: Climate Action" (2019)

"A community's connection to place is at the very heart of resilience... Placemaking is the process of building and nurturing this relationship between people and their environment."

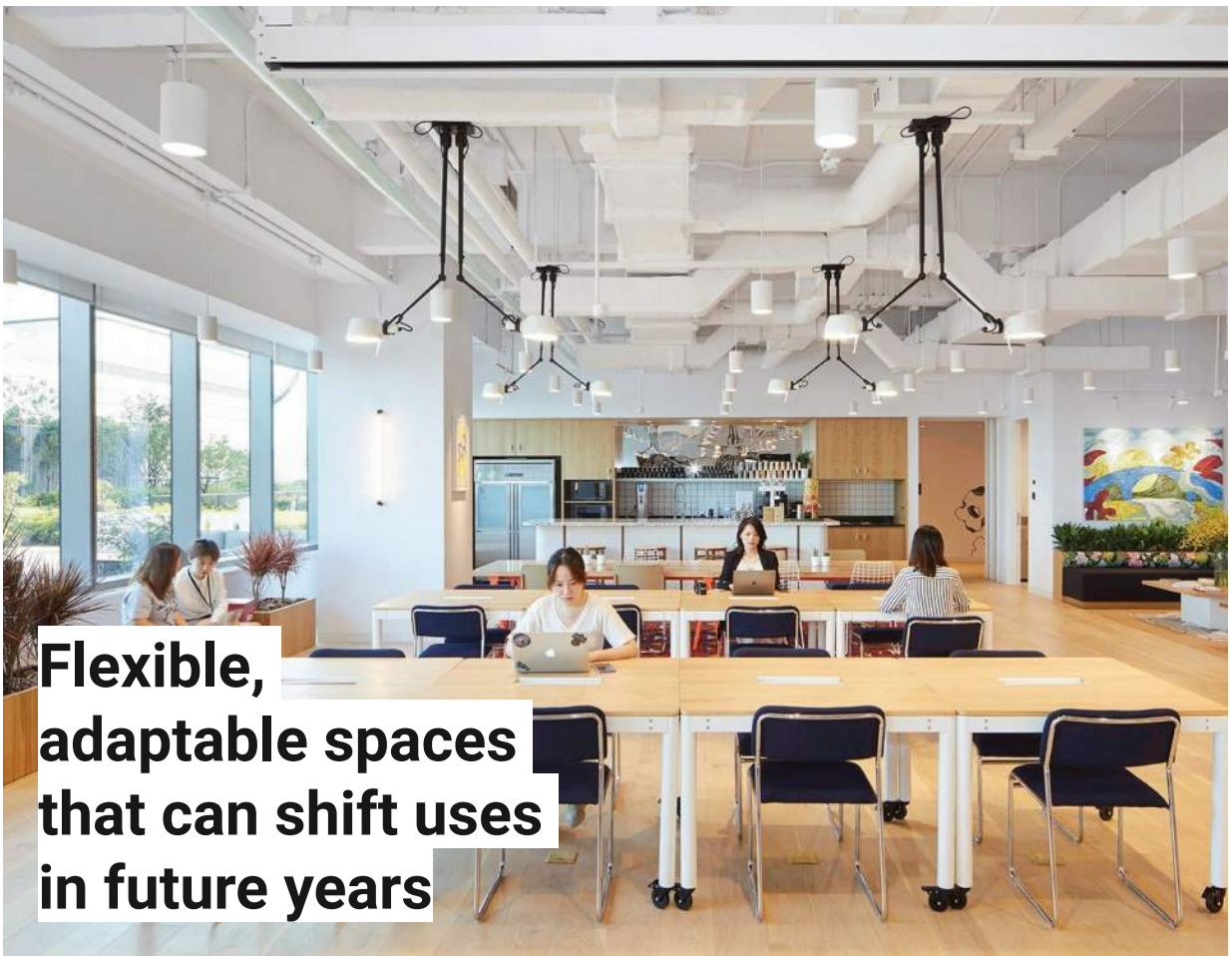
- Ethan Kent, "How Placemaking Drives Resilient Cities" (2015)



CORE DESIGN PRINCIPLES

6. Resilient Oasis

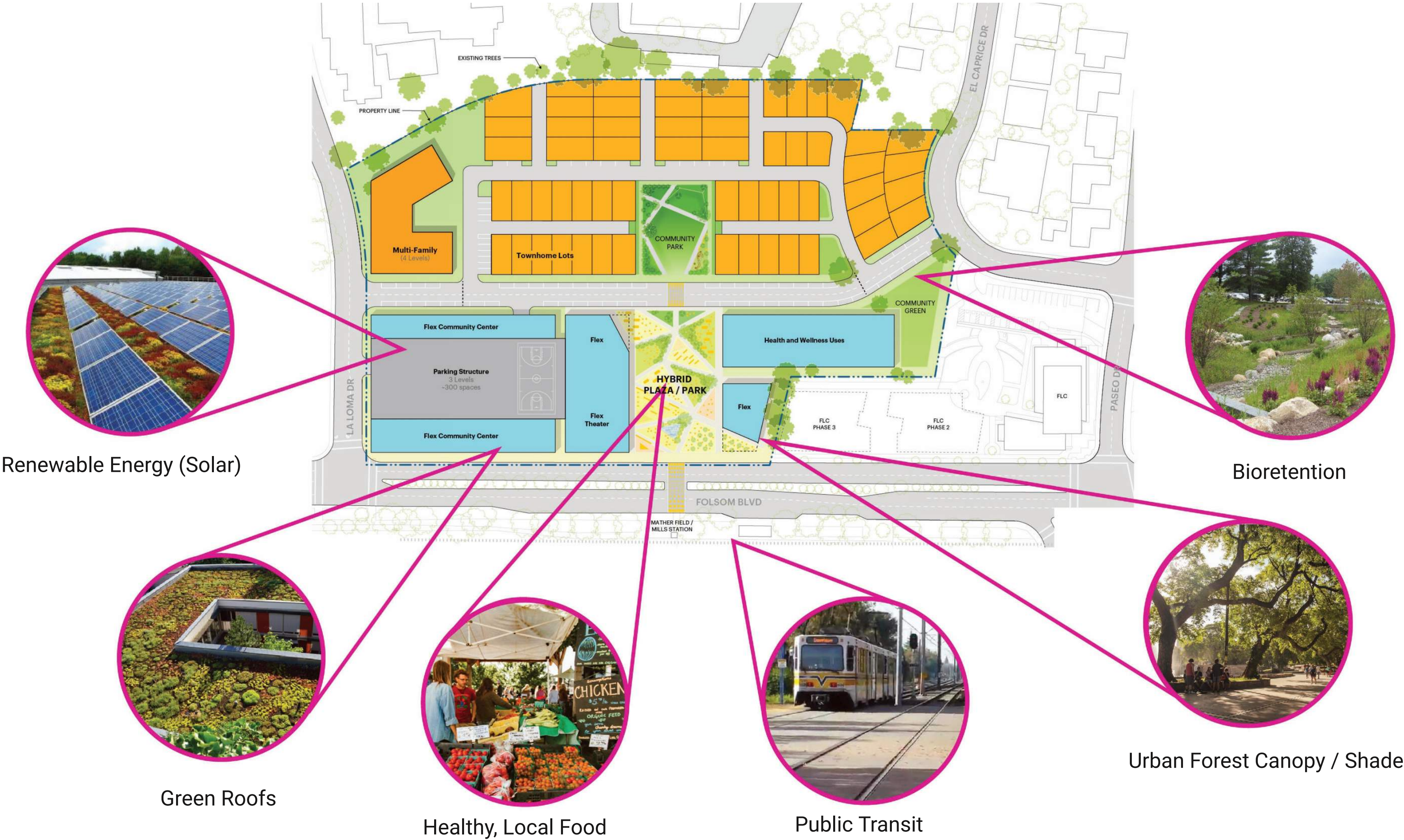
Sustainable Systems for a Lighter Footprint



CORE DESIGN PRINCIPLES

6. Resilient Oasis

Sustainable Systems for a Lighter Footprint



CORE DESIGN PRINCIPLES

7. Connective Commons

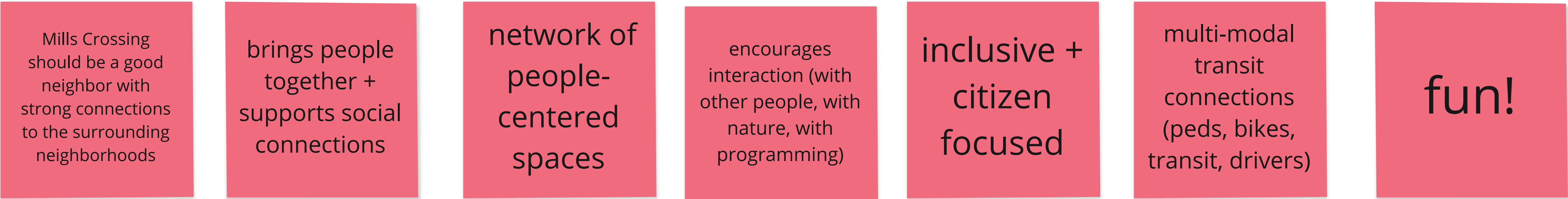


CORE DESIGN PRINCIPLES

7. Connective Commons

Strong Linkages to Surrounding Community

*"What attracts people most, it would appear, is other people."
- William Whyte*



CORE DESIGN PRINCIPLES

7. Connective Commons

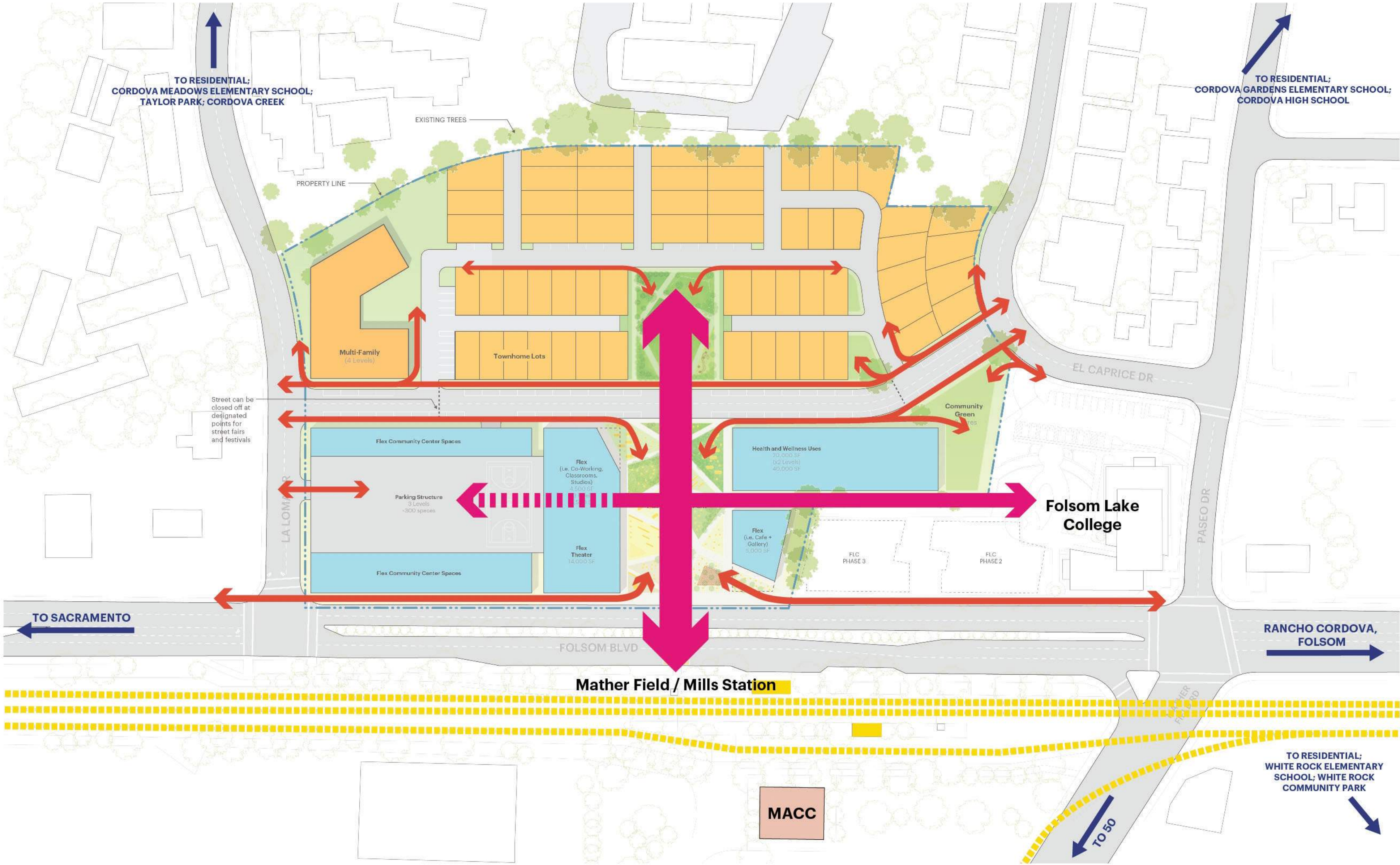
Strong Linkages to Surrounding Community



CORE DESIGN PRINCIPLES

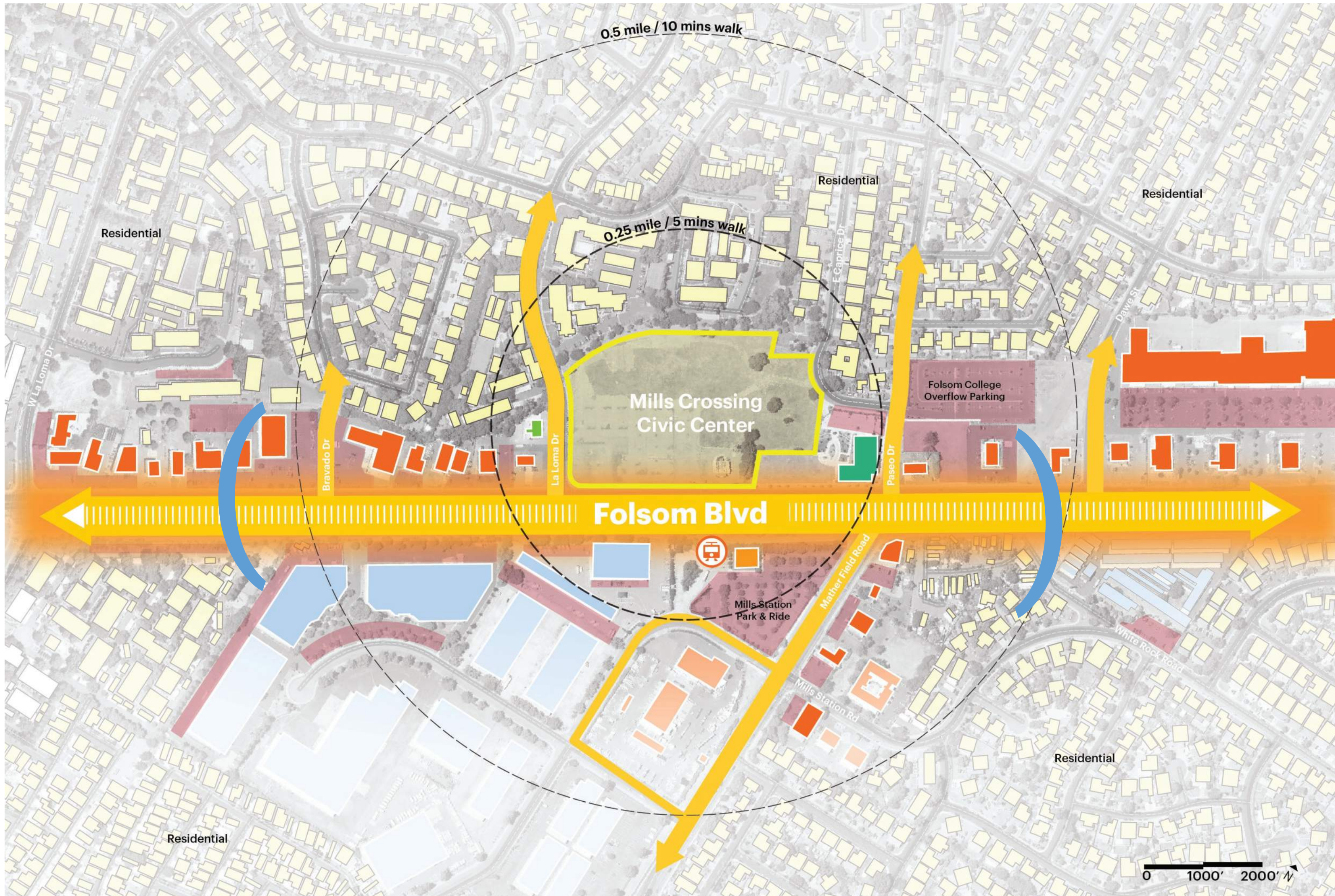
7. Connective Commons

Strong Linkages to Surrounding Community



Mills District

Mills District



- Mills Station
- Folsom Lake College
- MACC
- Health
- Office/Industrial/Mixed Use
- Nearby Parking
- Commercial
- Residential

Mills District

Design Strategies: Branding + Signage



District Identity Signage



District Banner Signage



Wayfinding Signage System

Mills District

Design Strategies: Multi-Media Signage + Display



Multi-Media Digital Screens



Smart Transit Signage



Interactive Wayfinding Signage

Mills District

Design Strategies: Artful Environmental Graphics



Enhanced Decorative Crosswalks



Unexpected Wayfinding Signage



Wall Murals



Ground Murals

Mills District

Design Strategies: Streetscape Placemaking



Sidewalk Landscaping



Distinctive Place-Making Lighting



Precedents & Comparable Projects

Keep in Mind ...

This Project is Unique --- Mixed-Use TOD Community Hub

AND - Comparables + Precedents are helpful guides

Precedents & Comparable Projects

Civic Centers

Similar Centers in the Region: Building Facilities



Elk Grove Community Center
(Within "District56")

32,000 sqft

Elk Grove Population: ~179,000

Building Facilities:

- Senior Center of Elk Grove
- 3 non-profits (American Legion, Veterans of Foreign Wars and the Marine Corps League)
- Main Hall (500 guests)
- Stage
- Commercial kitchen



West Sac Community Center

21,000 sqft

West Sac Population: ~53,000

Building Facilities:

- Black Box Theater
- Art Gallery (Gallery 1075)
- Historical Gallery
- Room Rentals
- Senior Lounge
- Cafe



Citrus Heights Community Center

29,200 sqft

Citrus Heights Population: ~88,000

Building Facilities:

- Meeting Rooms (12-966 people)
- Commercial Catering Kitchen
- Patio and Barbecue Areas
- Senior Center



Mills Crossing Civic Center Community Facilities

80,000 - 100,00 sqft
Buildings up to 3 stories

Rancho Cordova Population: ~80,000

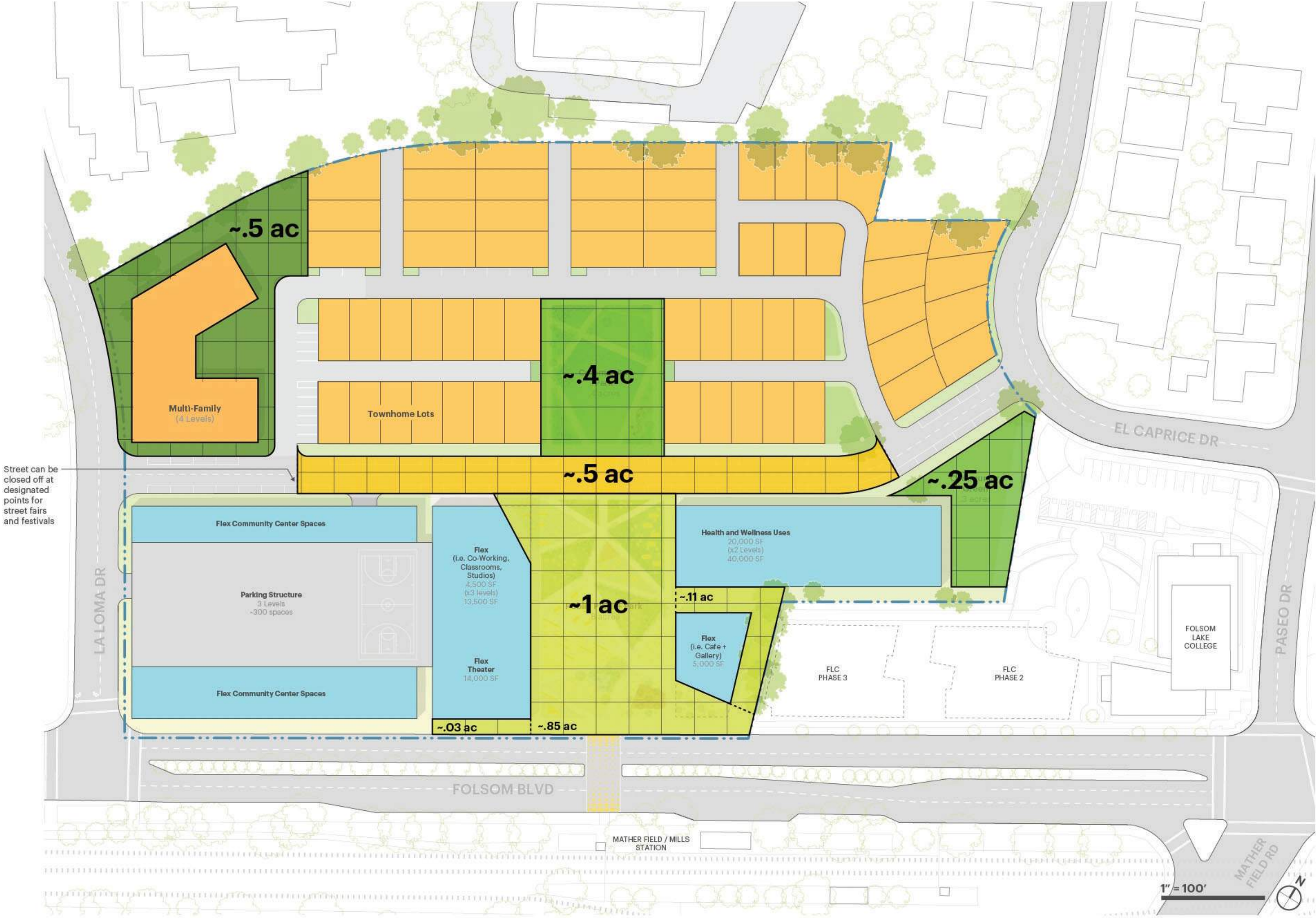
Potential Building Facilities:

- Flexible Theater (~300 seat)
- Commercial/Teaching Kitchen
- Artist Studios, Gallery
- Maker Space/Incubator/Classrooms
- Yoga/Exercise/Dance Studios
- Co-Working
- Health Clinic + Wellness Facilities
- Day Care/Child Care Center
- Cafe/Fresh Market

Precedents & Comparable Projects

Public Spaces

Detailed Site Areas



- Residential**
- For-Sale Urban Townhomes (~60-66 units)
 - Multi-Family Apartments (~50-60 units)
 - Multi-Family Community Green (~.5 acres)

- Community Facilities**
Program Opportunities (80-100k SF)
- Flex Theater
 - Artist Studios
 - Gallery / Exhibit Space
 - Maker Space / Incubator / Learning Hub
 - AV Production Space
 - Yoga / Exercise / Dance Studios
 - Community Co-Working Hub
 - Community Health Clinic
 - Day Care / Child Care Center
 - Teaching Kitchen / Ghost Kitchen
 - Cafe / Fresh Market
 - Retail
 - Other

- Public Space**
- Hybrid Plaza/Park (~1 acres)
 - Community Park (~.4 acres)
 - Community Green (~.25 acres)
 - Street (Festival Zone) (~.5 acres)
 - TOTAL: ~2.15 acres

- Public Space Program Opportunities**
- Interactive Water Feature
 - Stage / Performance Plaza
 - Shaded Café Seating
 - Outdoor Meeting & Work Lounge
 - Flexible Lawns
 - Kiosks (Coffee, Farm Stand, etc.)
 - Outdoor Meeting / Dining
 - Habitat Garden
 - Outdoor Fitness Areas
 - Nature Play
 - Other

Mills Crossing Summary:

- Plaza/Park = 1 ac
- Community Park = .4 ac
- Community Green = .25 ac
- Street (Festival Zone) = .5 ac
- TOTAL = 2.15 acres

MARRS

Midtown

Sacramento, CA

.6 acres

Building-to-Building = 78ft

Length = 340ft

Mills Crossing:

2.15 *(including street closure)*

Plaza/Park = 1 acres

Community Park = .4 acres

Community Green = .25 acres

Street (Festival Zone) = .5 acres



20th Street between J & K Streets



Music Center Plaza Los Angeles, CA

1.3 acres

Central Plaza = .8 acres

Gardens, Entry = .5 acres



The Park at the Pearl District San Antonio, TX

.9 acres

Lawn + Splash Pad = .2 acres

Plazas + Gardens = .7 acres



3rd Street Promenade Santa Monica, CA

1 acre per block
~70ft wide x 3 total blocks



Precedents & Comparable Projects

Mixed-Use Districts

Runway at Playa Vista Playa Vista, CA

27,000 sqft Mixed-Use District

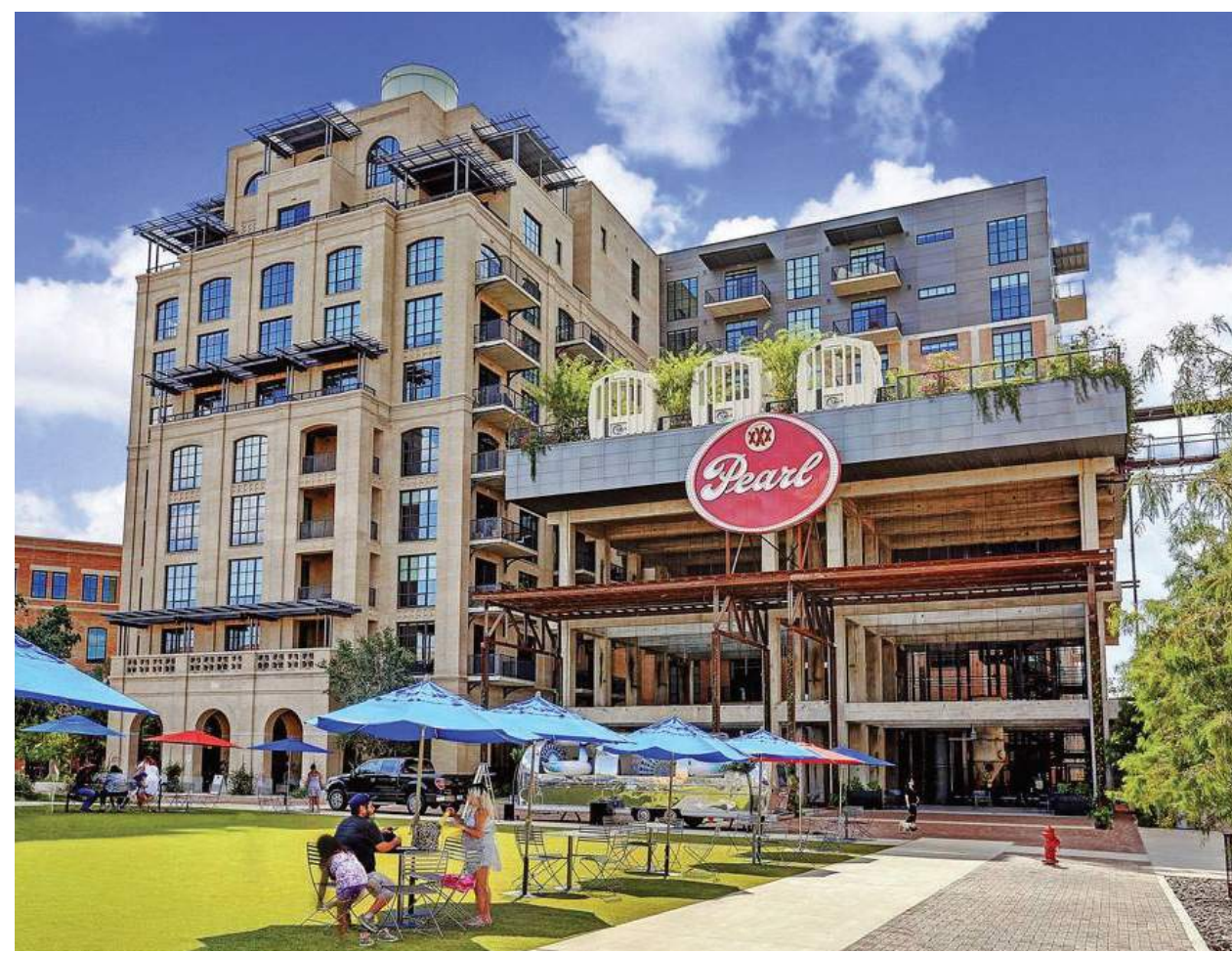
- Restaurants
- Grocery Store
- Public Plazas
- Residential
- 24-7 work/live/play community



The Pearl District San Antonio, TX

"Pearl is a thriving and vibrant community, home to many spirited visionaries who each paint a unique portrait of the South Texas past, present and future. From culture to cuisine, we hope you explore to your heart's content."

- Restaurants & Brewery
- Residential
- Plazas + Park
- Venue
- Retail
- Education
- 22-acre district

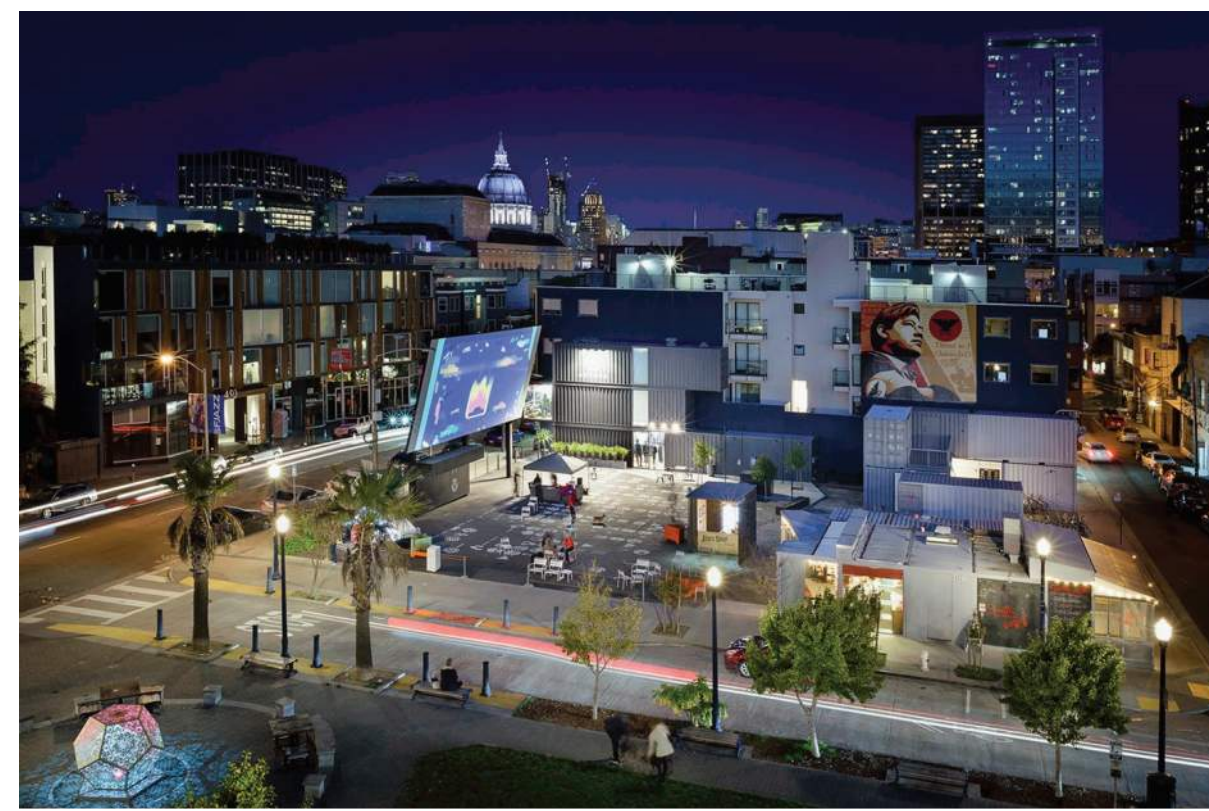


PROXY

San Francisco, CA

PROXY is a two-block project located in San Francisco which seeks to mobilize a flexible environment of food, art, culture, and retail within renovated shipping containers.

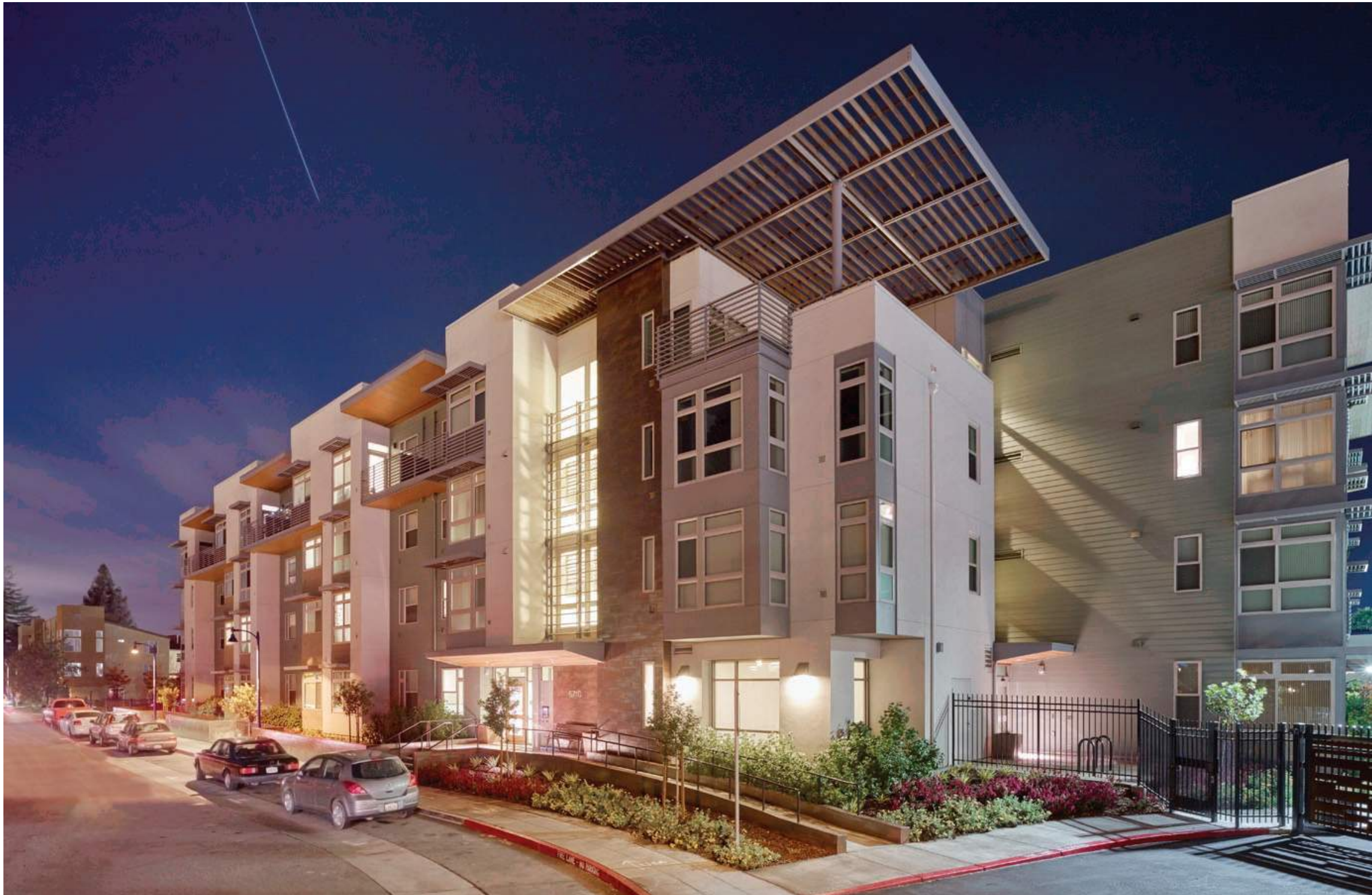
- Event Space
- Biergarten
- Park
- Surrounding by Hayes Valley residential fabric
- PROXY = ~.6 acres
- Park = ~.9 acres



Housing: Urban Townhomes



Housing: Multifamily



Process + Timeline

Process + Timeline

Design Process

Work Completed



Housing

Housing

Office / Retail

PRELIMINARY LANDSCAPE SITE PLAN

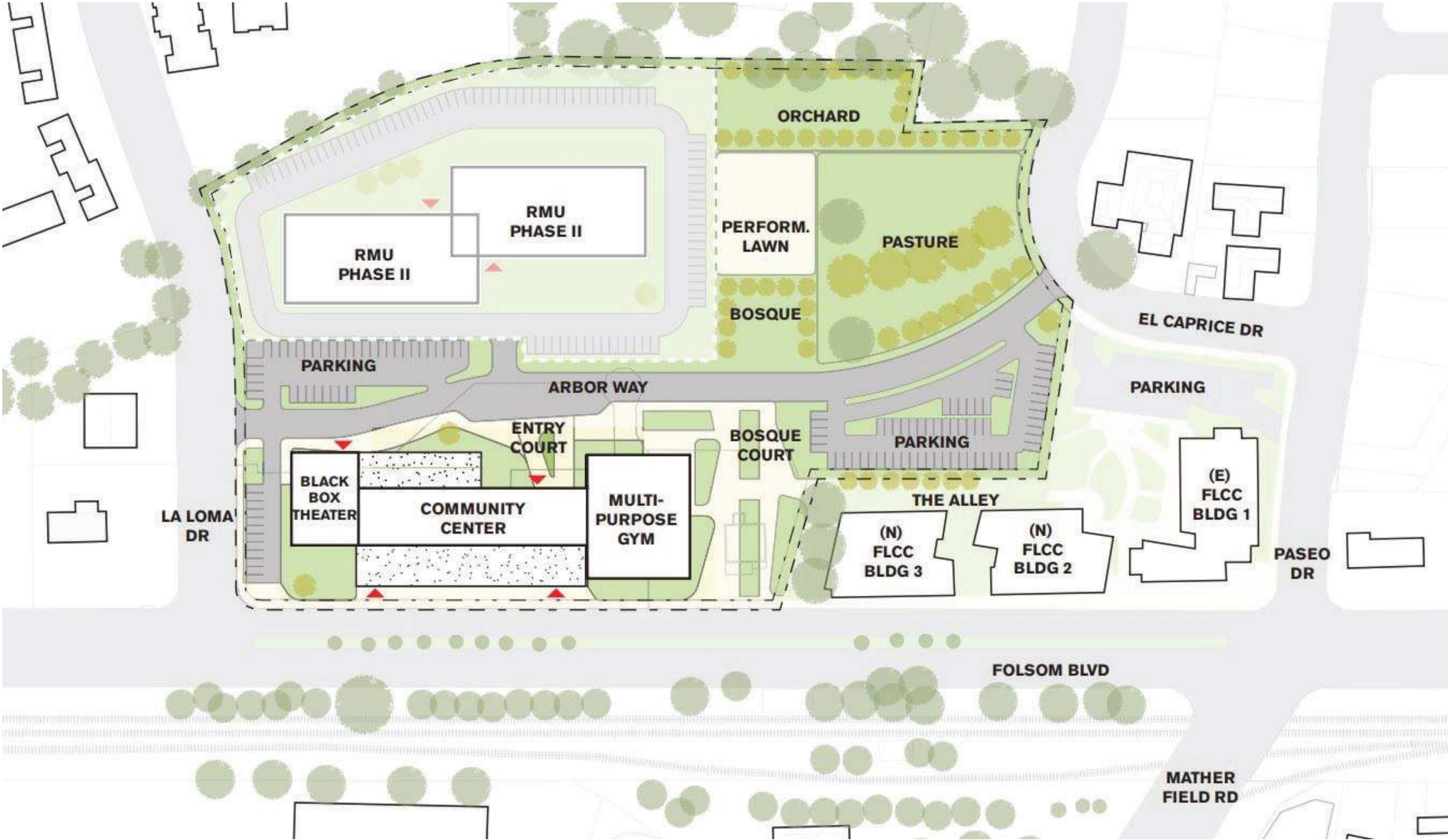
DATE: JUNE 03, 2004

0' 15' 30' 60' 120'

SCALE: 1" = 30' - 0"

NORTH

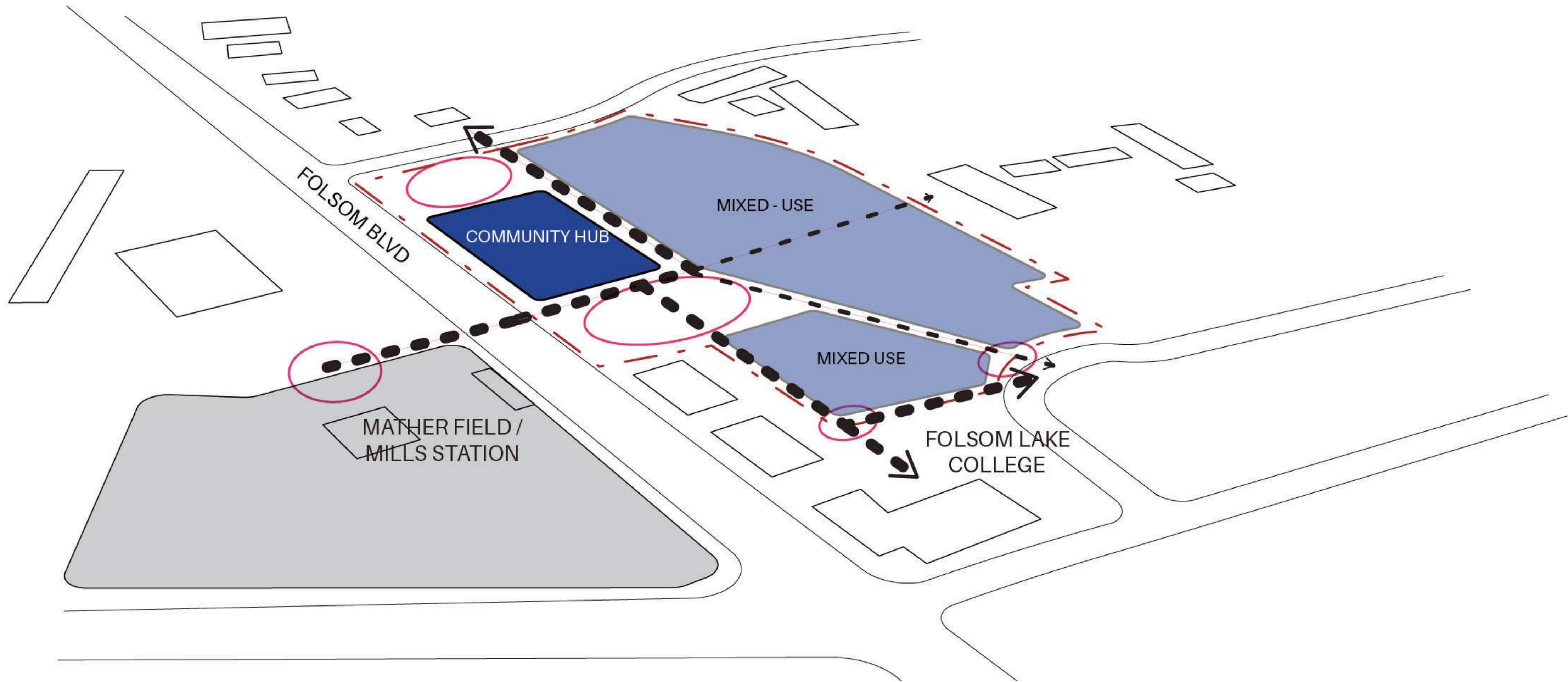
December 2018 Site Plan (Visioning Process)



December 2019 Site Plan (RFQ Process)



December 2019 Site Plan (RFQ Process)

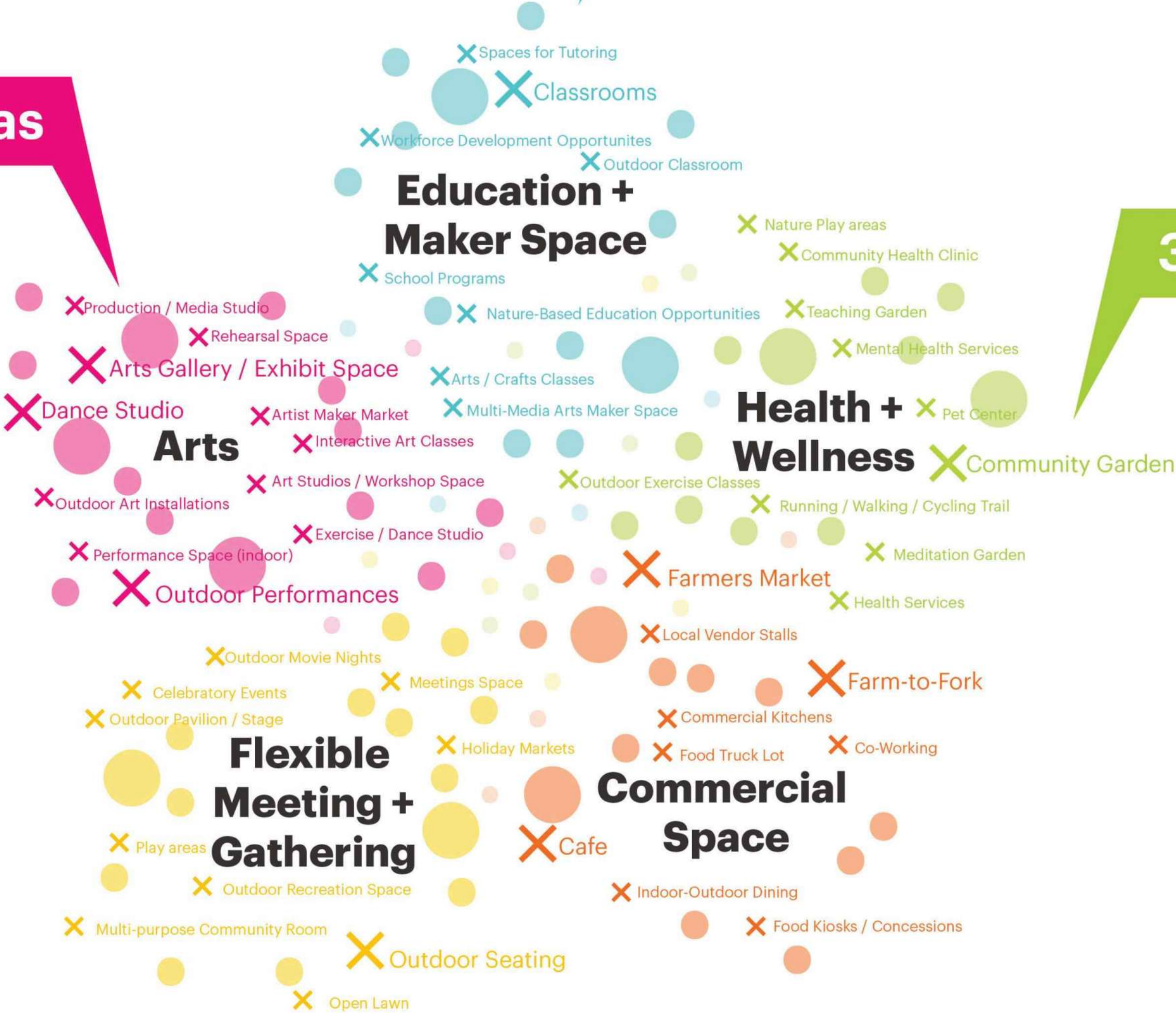


Three Development Alternatives

1. Community Arts Canvas

2. Innovation Hub

3. Holistic Wellness



Three Preliminary Development Alternatives

Initial Concepts

PLAZA



Community Arts Canvas
An arts and culture-based center, organized around a central plaza

PARK



Wellness Park
A Center that fosters innovation and learning, organized around a central street

PLAZA/PARK HYBRID



Community Arts + Wellness Hybrid
A Center that integrates the arts with wellness, organized around a large public space that combines both plaza + park

Preferred Development: Community Arts + Wellness Hybrid

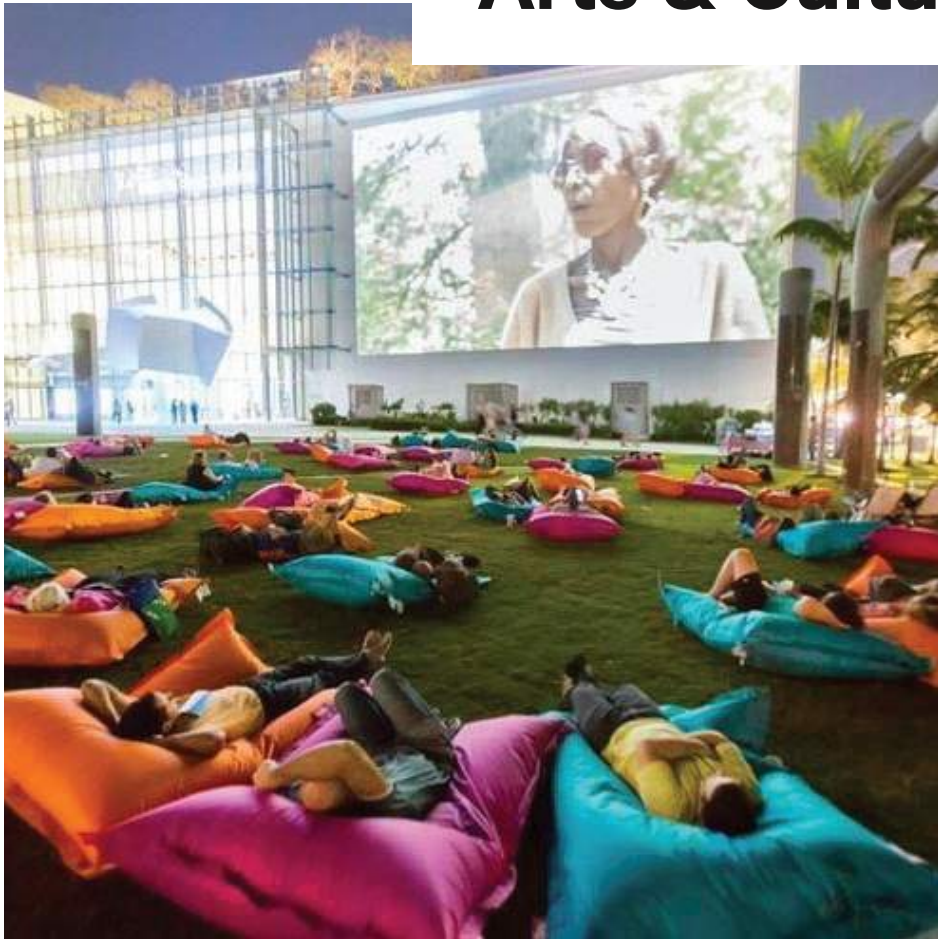
Urban Plaza



Arts & Culture



Community Gathering



Green Respite

Preferred Development: Community Arts + Wellness Hybrid



Community Arts + Wellness Outdoor Public Spaces

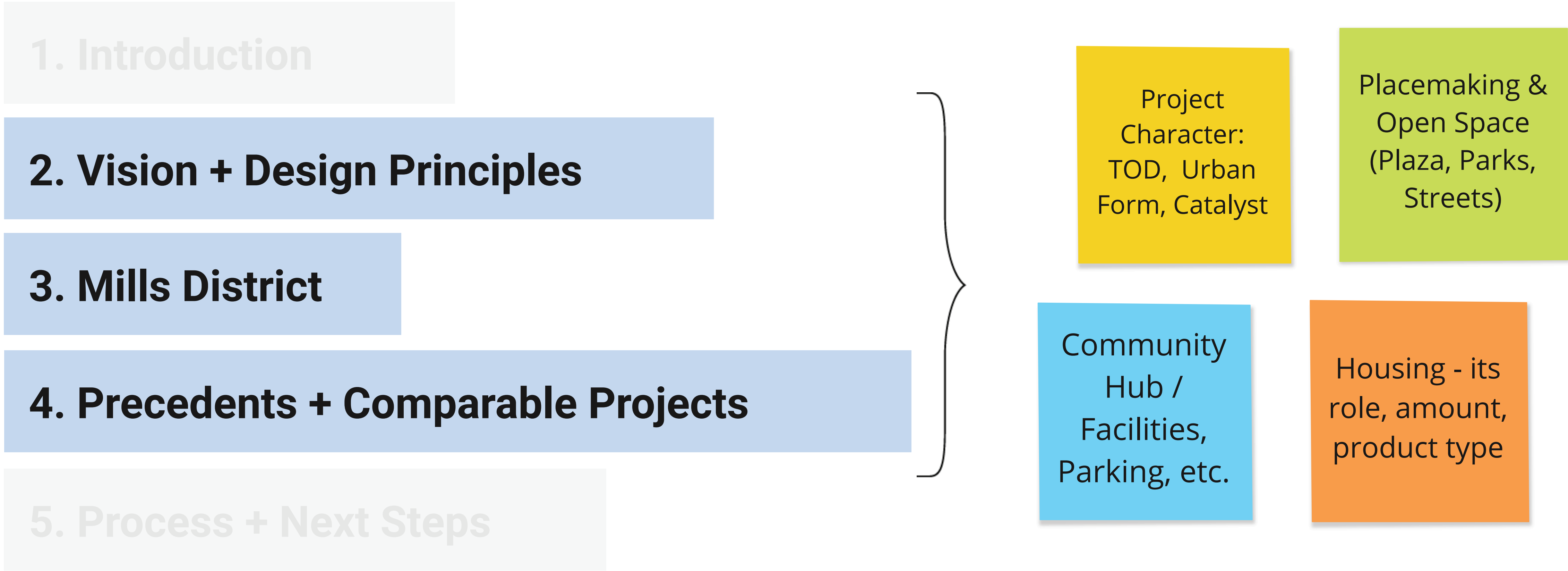
The core public space will be a large open space that transitions from an **activate Urban Plaza** at Folsom Blvd to a **green Central Park** experience as you enter the site. This large public gathering area supports a range of outdoor experiences, such as: Café Seating; Interactive Water Feature; Performance Stage; Outdoor Meeting; Shaded Gardens; and Kiosks. Across the internal street, a **Community Park** will offer outdoor gathering spaces such as a central lawn, shaded habitat gardens, and a children's play area.

- 1 Enhanced Crossing to Transit
- 2 Interactive Water Feature
- 3 Mobility Hub
- 4 Café Seating w/Shade
- 5 Stage / Performance Plaza
- 6 Urban Green
- 7 Shade Pavilion
- 8 Outdoor Seating + Tables
- 9 Outdoor Work Lounges
- 10 Gardens / Park Spaces
- 11 Enhanced Crossing
- 12 Community Park Lawn
- 13 Children's Play Area
- 14 Habitat Gardens
- 15 Street can be Closed for Festivals
- 16 Community Green (Gardens, Outdoor Classrooms)



Discussion

Key Observations & Takeaways



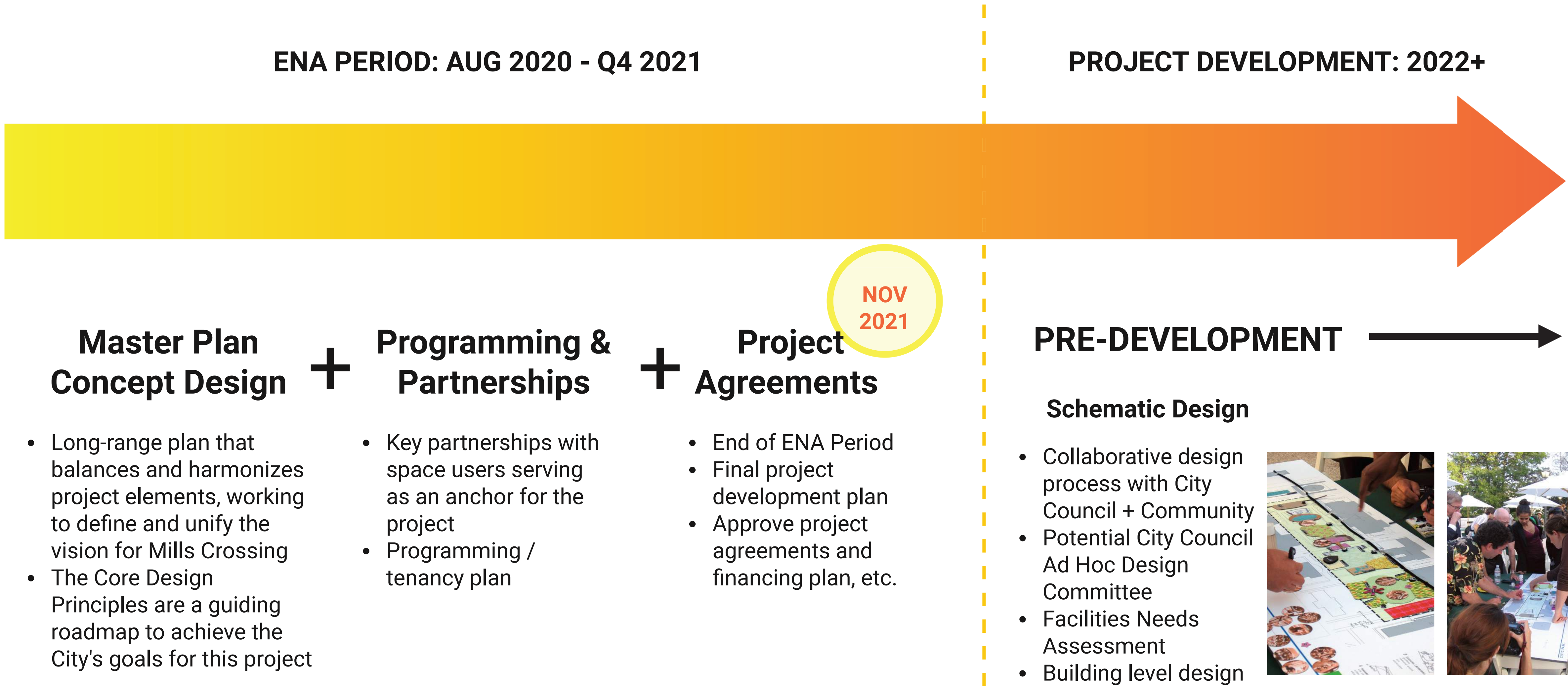
Process + Timeline

Detailed Timeline + Next Steps

Timeline



From ENA to Project Agreements



Wrap Up + Next Steps