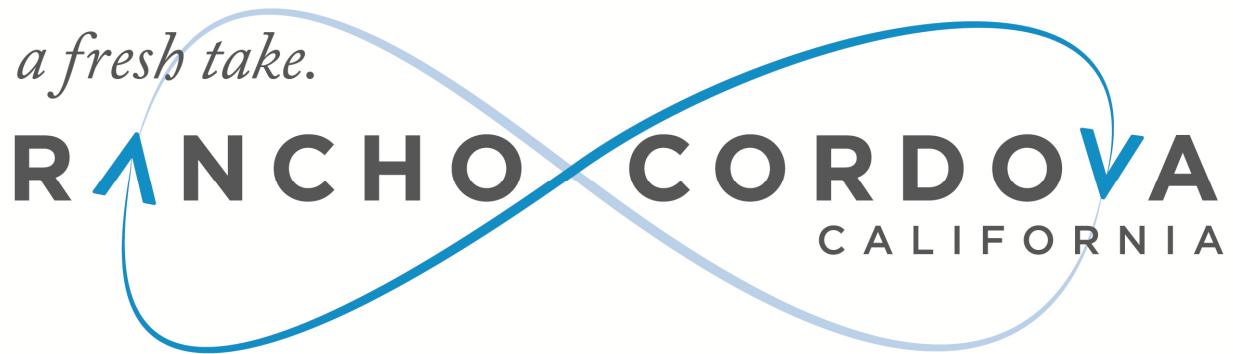


CITY OF RANCHO CORDOVA



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

Monday, December 07, 2015

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

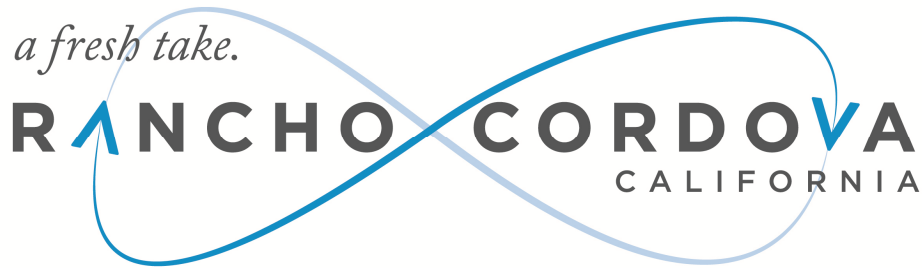
David Sander, Vice Mayor

Donald Terry, Council Member

Linda Budge, Council Member

Dan Skoglund, Council Member

CITY OF RANCHO CORDOVA



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, December 07, 2015

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

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

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Community Engagement Program Overview.

4. ADJOURNMENT OF STUDY SESSION

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

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

- 7.1 The Mayor will call on the Cub Scout Pack 28 Bear Den to lead the pledge and flag ceremony.

8. INVOCATION

Larry Stafford with Cordova Church of Christ will give the invocation.

9. SPECIAL CEREMONIES

- 9.1 Swearing in of Mayor David Sander.

10. PRESENTATIONS

- 10.1 Community Enhancement Fund Grant Check Presentations.
- 10.2 Update on the 2015 California Capital Airshow by Members of the Board of Directors.
- 10.3 Update on Rancho Cordova Travel & Tourism by Executive Director Marc Sapoznik.
- 10.4 Introduction of People Reaching Out Youth@Council Program by CJ Lynch, Youth Advocate Coordinator.
- 10.5 Introduce new city employee Stefan Heisler, Reinvestment and Housing Opportunities Analyst by Reed Flory, Reinvestment and Housing Opportunities Manager.

11. PUBLIC COMMENT

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

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

12. COUNCIL REPORTS

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes of November 16, 2015 Regular Meeting.
Recommendation: Adopt Minutes.
- 13.2 **Subject:** 2016 City Council Meeting Calendar.
Recommendation: Adopt Resolution No. 139-2015.
Result of Recommended Action: Action on this item will confirm the 2016 Rancho Cordova City Council meeting schedule.
Staff Report: Mindy Cuppy, City Clerk.
Advances Goals: 1, 3, 5.
- 13.3 **Subject:** Council Member Appointments to Regional Boards, Commissions and Committees for 2016.
Recommendation: That Council confirms their 2016 commitments to serve on other agency boards, commissions, and committees.
Result of Recommended Action: The City Council will continue to serve in leadership roles throughout the region.
Staff Report: Mindy Cuppy, City Clerk.
Advances Goals: 1, 4, 5.
- 13.4 **Subject:** Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Stormwater Utility Fee on the Blue Shield Project.
Recommendation: Adopt Resolution No. 141-2015 declaring the results of the property owner vote in connection with the annual Stormwater Utility Fee.
Result of Recommended Action: Adoption of the Resolution will declare the results of the tabulation of ballots in connection with the annual Stormwater Utility Fee. If majority approval exists, the Council may impose the annual Stormwater Utility Fee on the Zinfandel Center Project. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.
- 13.5 **Subject:** Resolution to Execute a First Amendment to Contract No. 124-2011 with Willdan Financial Services to increase the contract from \$65,000 to \$129,000 and extend the contract term to December 31, 2020.
Recommendation: Adopt Resolution No. 143-2015.
Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute a first contract amendment with Willdan Financial Services to continue to provide district administration services for placement of the annual levy for Rancho Cordova Lighting District No. 2012-1. The contract would be increased from \$65,000 to \$129,000 and the term extended to December 31, 2020.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** Ordinance No. 15-2015, Amending Land Use Tables and Other Provisions of Title 23 of the Rancho Cordova Municipal Code to Require a Distance of at Least 250 Feet Between any Establishment that Serves Alcohol for On-site Consumption and an

Adult Business at Which Live Nude Dancing is Performed.

Recommendation: Staff recommends the City Council waive first reading and introduce by title only Ordinance 15-2015, amending land use tables and other provisions of Title 23 of the Rancho Cordova Municipal Code to require a distance of at least 250 feet between any establishment that serves alcohol for on-site consumption and an adult business at which live nude dancing is performed.

Result of Recommended Action: Introduction of this ordinance will result in it coming to council for a final reading and adoption at the next regular meeting.

Staff Report: Adam U. Lindgren, City Attorney and Aaron Busch, Community Development Director.

Advances Goals: 1, 2.

15. PUBLIC HEARING ITEMS

15.1 Subject: Sunridge Plaza Tentative Parcel Map.

Adopt Resolution 142-2015.

Result of Recommended Action: Adoption of Resolution 142-2015 would approve the applicant's request to subdivide an undeveloped 13.50 acre parcel into ten (10) parcels ranging from 0.17 acres to 3.39 acres. This is to allow for the sale, lease or finance of each proposed building within the approved Raley's Shopping Center (RC-03-028) on the southwest corner of Sunrise Boulevard and Douglas Road.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 4, 6.

15.2 Subject: Bridgeway Square Apartment Project at the Southwest Corner of Bridgeway Drive and Data/Disk Drive, Including:

- Resolution No. 146-2015 Approving an Addendum to the Capital Village Mitigated Negative Declaration, Pursuant to Requirements of the California Environmental Quality Act;

- Ordinance No. 16-2015 Adopting Amendments to Section 3.6, Regarding the Loft District, of the Capital Village Special Planning Area Handbook to Allow for High Density Residential as an Allowed Use;

- Ordinance No. 17-2015 Adopting a Second Amendment to the Development Agreement for the Capital Village Special Planning Area; and

- Resolution No. 147-2015 Approving Major Design Review and Conditions of Approval for the 199-unit, 4- to 5-Story Market Rate Apartment Complex With a 7,080-Square Foot Clubhouse and Outdoor Pool, Including a Parking Adjustment, on 5.12 acres within the Capital Village Special Planning Area.

Recommendation: Approve Resolution No. 146-2015, introduce and read by title only Ordinance No. 16-2015, introduce and read by title only Ordinance No. 17-2015, approve Resolution No. 147-2015.

Result of Recommended Action: Approval of the project would allow the applicant to submit applications for building permits and improvement plans to construct a new 199-unit, 4-5 story market rate housing complex with a clubhouse, outdoor pool area, parking, and landscaping on an undeveloped piece of land at the southeast corner of Bridgeway Drive and Data/Disk Drive. The parking adjustment would allow for a reduction to the required amount of parking for the apartment complex.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 5, 6.

15.3 Subject: Mather Veterans Village Phase 3 Design Review.

Recommendation: Adopt Resolution 144-2015.

Result of Recommended Action: Approval of Resolution 144-2015 would allow construction of a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex that was approved in 2013. Phase 3 construction will include 20 additional parking spaces, landscaping, and other onsite improvements. This would be the third and final phase of the Mather Veterans Village housing project. Phase 1 is currently under construction and Phase 2 is about to begin rehabilitation.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 5, 6.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Mather Veterans Village Phase 3 Adoption of Disposition and Development Agreement (DDA).

Recommendation: Approve Resolution 140-2015.

Result of Recommended Action: Adoption of this resolution will provide the City Manager authorization to execute a Disposition and Development Agreement, and related documents between the City of Rancho Cordova and Mercy Housing California, allowing the Developer, Mercy Housing California, to acquire site control of approximately 1.21 acres located at 3607 Bleckely Street for Phase 3 of the Mather Veterans Village housing development.

Staff Report: Reed Flory, Housing Division.

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

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. CITY MANAGER'S REPORT

19. ADJOURNMENT

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

20. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

21. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (1 potential case)

CONFERENCE WITH LABOR NEGOTIATORS.

Agency designated representatives: Adam Lindgren.

Unrepresented employee: City Manager.

Pursuant to Government Code Section 54957.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision 54956.9 of the

Government Code (1 potential case).

22. OPEN SESSION - REPORT FROM CLOSED SESSION

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

23. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
Tuesday, December 15, 2015	City Council Special Meeting/Work Session (5:30 PM) – CANCELLED
Monday, December 21, 2015	Regular Meeting – CANCELLED

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, December 07, 2015 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, December 3, 2015 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed Thursday, December 3, 2015 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Lorianne Ulm, Management Technician



SUBJECT: COMMUNITY ENGAGEMENT PROGRAM OVERVIEW

The Community Engagement Program is comprised of several different components: volunteer program, beautification, and neighborhood engagement. Staff's objective for the Study Session is to provide Council with an overview of each program, an update on current efforts and future plans and goals for 2016. Staff anticipates that this will provide Council an opportunity to share their feedback and confirm the program aligns with Council goals.

City of Rancho Cordova's Community Engagement Programs

Presented by Lorianne Ulm,
Community Development
Department

Community Engagement Programs

Volunteering

Beautification Projects

Neighborhood Engagement

These program focuses on the most important natural resource we have: people!

Community Engagement involves residents in Rancho Cordova working together:

- v Building relationships
- v Cleaning up neighborhoods
- v Creating strong neighborhoods and a sense of community making this a well maintained, fun and safe place to live, work and play.

Volunteer Program

Opportunities

- v Code Enforcement
- v Social Media/Website Assistance
- v Neighborhood Inspections
- v Community Events
- v Community Service

Help Connect to Existing Volunteer Opportunities

FCUSD Reading and Math Tutor
Programs

Cordova Community Council

Project B&O

VINS (Volunteer in Neighborhood
Services)

RCPD

Children's Museum
Library

And many more

Volunteers

Retired Residents

High School Students

College Students/Graduates

Residents Seeking Experience

Local Business Volunteers

Beautification Projects

Supporting our Growing Strong
Neighborhoods initiative:
Improve the quality of life in
Rancho Cordova by encouraging
residents and businesses to help
enhance homes, properties and
our streets and community.

Beautification Projects

Non-Profit & Businesses

Rebuilding Together Sacramento

Sierra Service Project

Republic Services

Wells Fargo

VSP

ECMC

Cordova Church of Christ

And other church groups in the
Region

ECMC Team



Wells Fargo Team



Cordova Church of Christ



VINS Clean-up



Rebuilding Together Fall Event



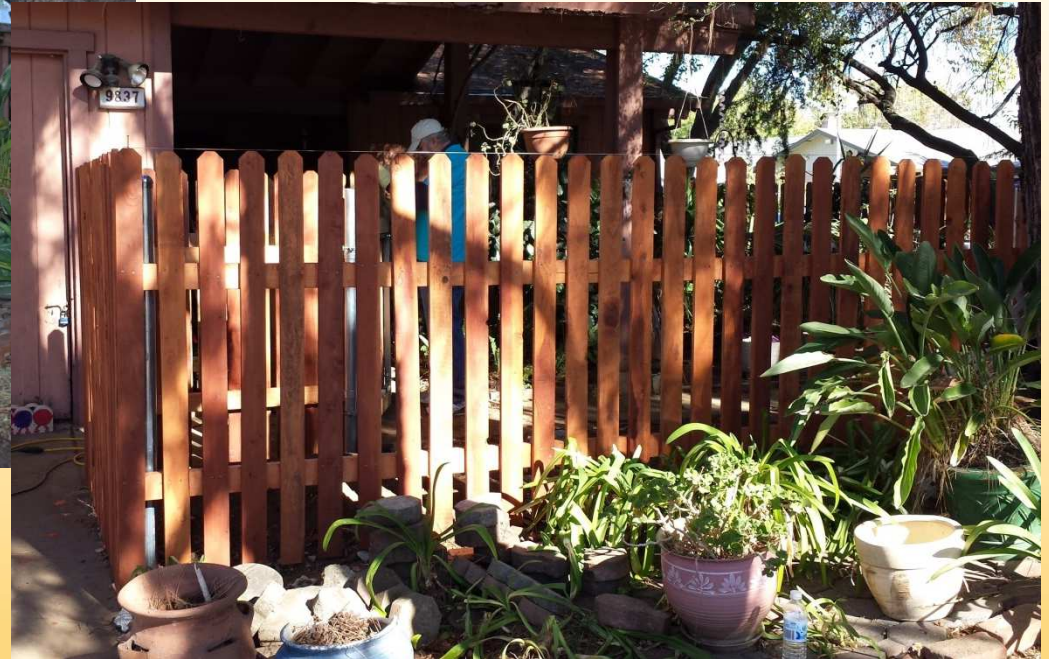
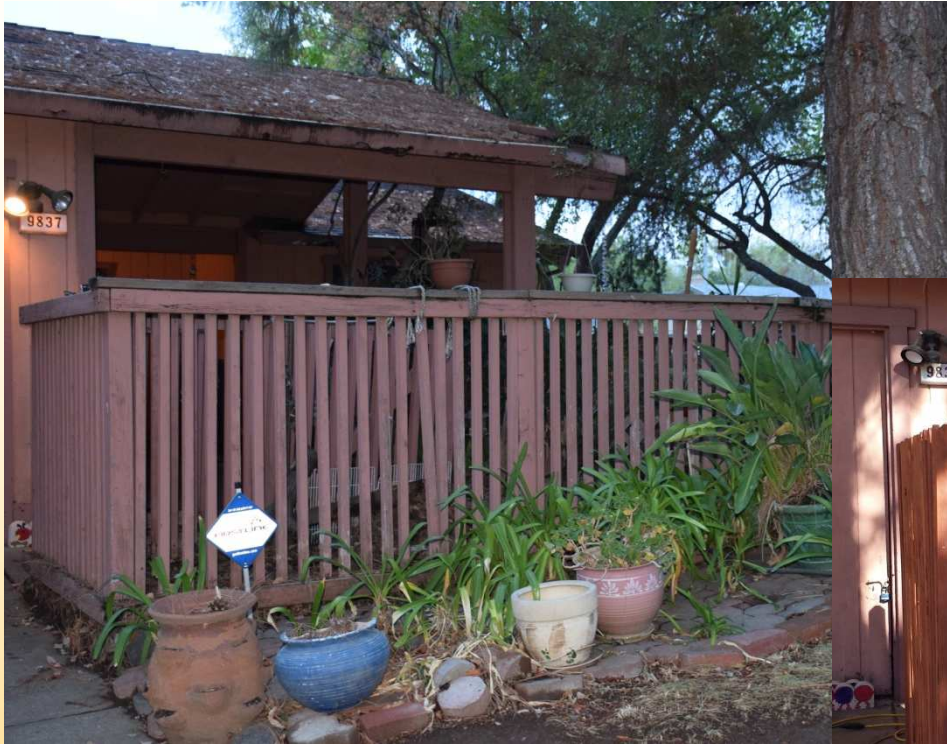
Rebuilding Together Fall Event



Sierra Service Project



Sierra Service Project



a fresh take.
RANCHO CORDOVA
CALIFORNIA


aFreshTake.org

Sierra Service Project



Beautification Projects for 2016

- Rebuilding Together Sacramento
 - 3 year plan for Spring 2016, 2017 & 2018
- Sierra Service Projects -
Spring Work
- Republic Services Clean-up
Events
- Cordova Church of Christ

a fresh take.
ECMC
RANCHO CORDOVA
CALIFORNIA


aFreshTake.org

• LDS Church

Neighborhood Engagement

- NEIGHBORS KNOWING NEIGHBORS!
- Make the community a partner in its own success - empowering residents!
- Make sure our efforts are tailored to our community needs - identify residents hopes & dreams for their neighborhood.
- Create a sense of community that promotes security, satisfaction, and pride.

Longterm:

- The neighborhoods of Rancho Cordova will be a safe and well maintained place to live with a high quality of life for residents.

Neighborhood Engagement

Useful Tools:

- Community Enhancement Funds - Community Micro Grants
- Support from our City Council
- Partnership with School Districts
- Support from principals - Michael Kast, A.M. Winn Elementary School and Joseph Piazza, Cordova Meadows Elementary School
- Ron Dwyer Voss - Pacific Community Solutions - Asset Based Community Development Methods
- Students
- City Staff - special thank you to Maricruz Esquivel
- Local Businesses
- And of Course we couldn't do anything without our resident leaders!!

Neighborhood Engagement Cordova Meadows/ W. La Loma



Neighborhood Engagement Cordova Meadows/ W. La Loma



Neighborhood Engagement Cordova Meadows/ W. La Loma



Neighborhood Engagement Lincoln Village



Neighborhood Engagement Lincoln Village



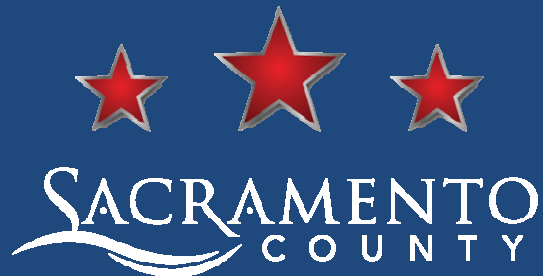
Neighborhood Engagement Next Steps

- Continue working with Cordova Meadows and Lincoln Village neighborhoods - helping build self sustaining groups through the ABCD (Asset Based Community Development) Methods
- Building new neighborhood groups in other areas of the community
- Explore to re-establish RCAN (Rancho Cordova Alliance of Neighborhoods)
- Identifying new tools for Neighborhood Engagement and neighborhood plans.

City Council Questions

- Overall does this program align with the Council's goals?
- Are we moving in a direction Council wants?
- Does Council have any specific neighborhoods they would like to see a focus on?

Questions



presents

CALIFORNIA CAPITAL AIRSHOW

in partnership with



A Great **BIG** Thank You!



Launching the Next Generation to New Heights

Airshow by the Numbers

- **123,633** gallons of fuel burned
- **109,000** spectators reported by the USAF
- **\$25,602** earned by regional non-profits
- **19,000** people visited STEM exhibits
- **1,520** volunteer lunches
- **924** pilot hotel room nights
- **446** pilot rental car days
- **114** total scholarships awarded
- Celebrated **10** years, over **3** days with our **1st** ever Night Show



Year-Round Youth Programs



Stay Tuned...

2016 Airshow Dates & Performers
will be announced soon!



Rancho Cordova Travel & Tourism

RANCHO CORDOVA CITY COUNCIL

Welcome to Rancho Cordova!

Enjoy your stay.

Please come back.



How BID Works

Lodging properties pay \$1.50 per room, per night

City of Rancho Cordova collects the assessment on a monthly basis

City forwards money, less 2% collection fee, to RCTT

RCTT utilizes funds to develop business for lodging properties.

Why Tourism Matters

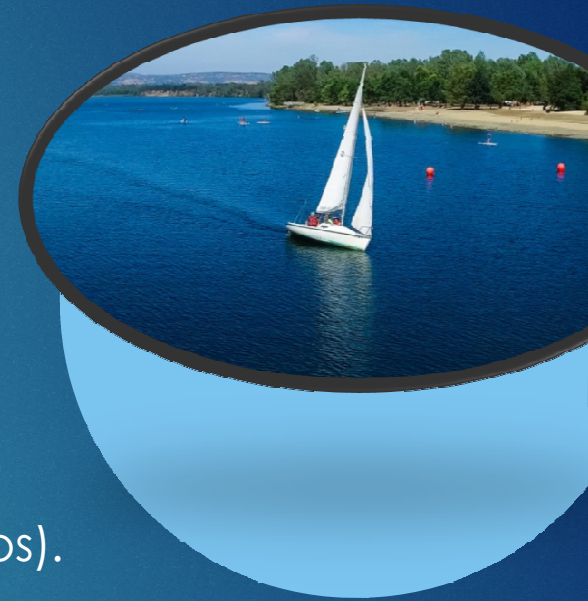
Total direct travel spending in California:

\$117 billion in 2014

Travel spending in California directly supports over 1-million jobs.

Travel spending generated the greatest number of jobs in accommodations and food service (568,000 jobs) and arts, entertainment and recreation (239,000 jobs), and retail (87,000 jobs).

Travel spending in 2014 generated \$9.3 billion in tax revenues
(source: *Dean Runyan Associates*)

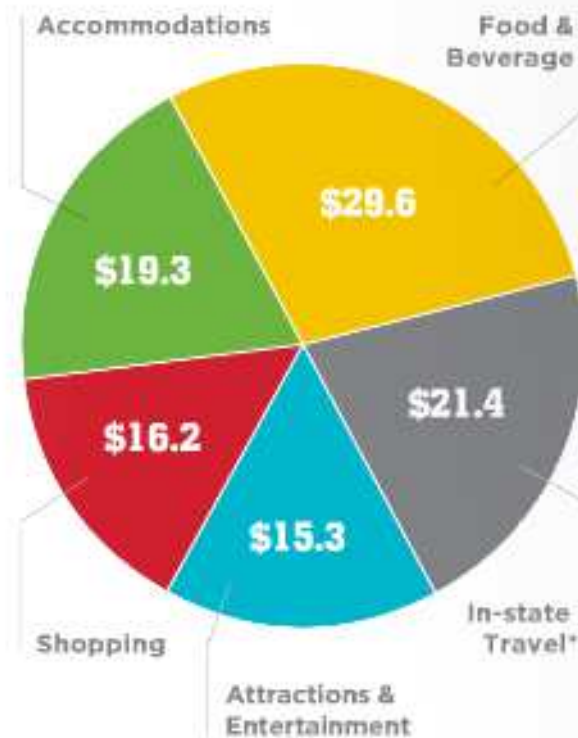


Tourism Spend

Accommodations benefit, but
do other segments.

VISITOR SPENDING BY INDUSTRY SEGMENT
2013 (IN BILLIONS)

All segments of California's tourism industry benefit substantially from visitor spending in the state.



Why Tourism Matters

6 hotels in Rancho Cordova

Over 2,000 rooms

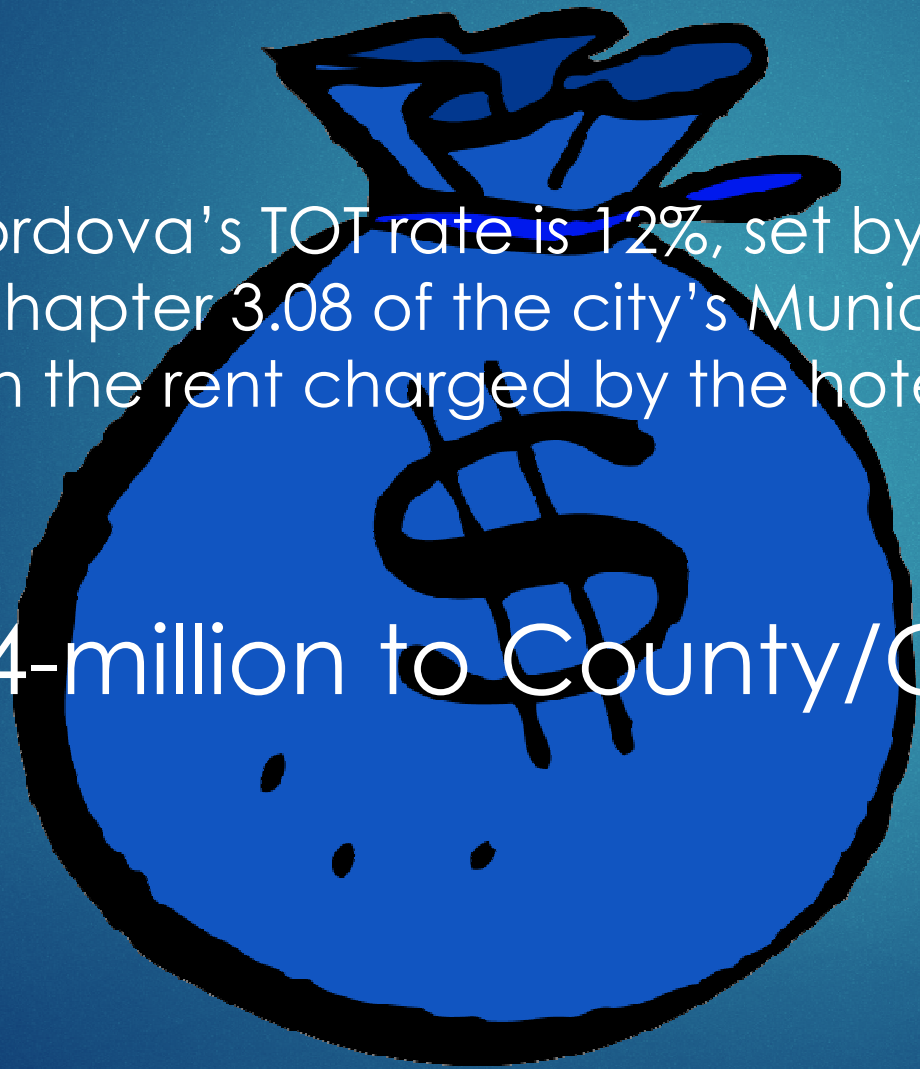
Over **500,000** room nights generated annually



Transient Occupancy Tax (TOT)

Rancho Cordova's TOT rate is 12%, set by Title 3 Revenue & Taxation, Chapter 3.08 of the city's Municipal Code. It is assessed on the rent charged by the hotel for stays of 30 days or less.

Over \$4-million to County/City's General Fund



How Tourism Impacts City Goals

City Goals

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



Travelers

Corporate

Group

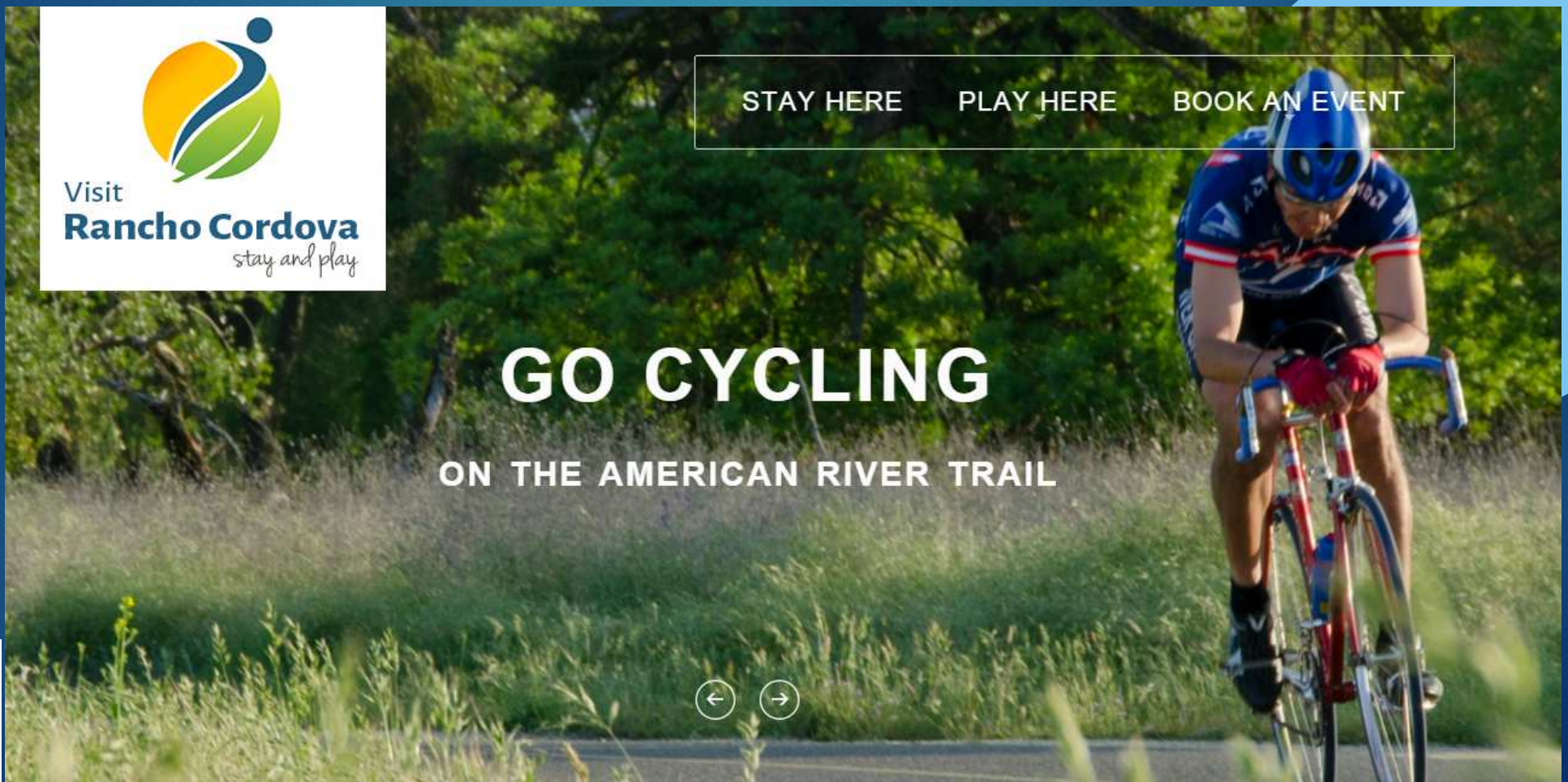
Leisure

Sports Tourism



ew in 2015

ew website – www.visitranhocordova.com



ew in 2015

eopened 73,000 square foot Rancho Cordova Sports and Event Center



ew in 2015

Created new waterways/American River Parkway drone video – over 60,000 views



ew in 2015:

ew RCTT **strategic plan**

developed **new digital advertising campaigns** – over **4-million impressions**

launched **social media** campaigns – increased followers by over 1,000 percent

ew **print campaigns**

ancho Cordova residents' **holiday stay** campaign

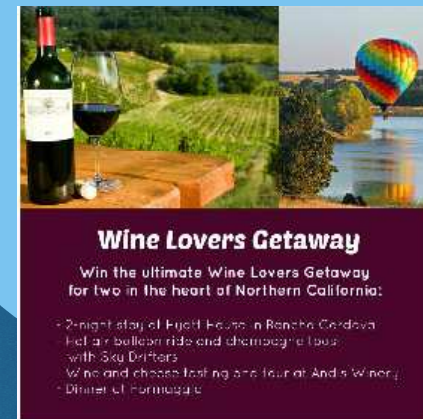
ew in 2016:

ew Rancho Cordova Visitors Guide with **branded app integration**

ollout of Chamber's "**Welcome to Rancho Cordova**" program with new **map** (Chamber/City collaboration)

ew **research projects** – Buxton, SMG

ew **partnerships** (e.g. Sacramento Children's Museum)



vents

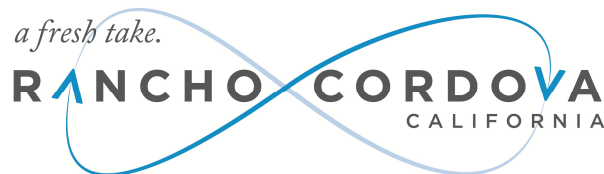
AC-12 Rowing Championships 2016
CAA Rowing Championships 2016
Intercollegiate Rowing Association (IRA's)
2017, 2019
SRowing Youth Nationals 2017
Little League Western Regional Senior
Tournament 2016-2018
AFO Boys Statewide 6-10 Gymnastics
Championships 2016+
Co Strada – Golden State Race Series –
SA Cycling Sanctioned Race 2016+
Powerman Duathlon 2016-2018+
Angen Tour of California 2016
California Capital Airshow 2016+
OT Rugby Tournament 2016
Mountain Motocross 2016



Rancho Cordova = Hospitality Leader

Hospitality and Tourism Summit in 2016

Discussion Questions/Comments



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

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

Monday, November 16, 2015

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the regular meeting to order in the David B. Roberts Council Chambers at 5:37 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Goold, Haven, Simpson, Diaz, Downton, Stricker, Sparkman, Flory, Chan, Peek, Boucher, Harriman, Esquivel, Ulm, Ibrahim, Behrends

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Anthony Sadler and his parents, Anthony Sr. and Maria Sadler led the pledge.

4. INVOCATION

Julie Steinbach from United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

5.1 Presentation Honoring Hometown Hero Anthony Sadler and his parents.

- 5.2 Community Enhancement Fund Grant Check Presentations.
- 5.3 Community Engagement Presentation on W. La Loma and Lincoln Village Neighborhoods.
- 5.4 Introduce New City Employee Keith Boucher, Code Enforcement Officer by Kerry Simpson, Manager of Neighborhood Services.
- 5.5 Recognition of Council Member Sander's Birthday on November 25.

6. PUBLIC COMMENT

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

- Derald Langwell spoke on requesting law enforcement use of drones.

Mayor McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

- 8.1 **Subject:** Meeting Minutes of the November 2, 2015 Special and Regular Meeting.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** Quarterly Treasurers Report.
Recommendation: Recommend the report be received and filed.
Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another.
Staff Report: Liisa Behrends, Interim Finance Director.
Advances Goal: 4.
- 8.3 **Subject:** Master Operational Agreement and Cordova Hills Operational Agreement for Cross-Jurisdictional Transportation Cooperation and Improvement Funding.
Recommendation: Adopt Resolution No. 134-2015.
Result of Recommended Action: Adoption of Resolution No. 134-2015 will authorize the City Manager to execute a Master Operational Agreement and the Cordova Hills Operational Agreement. Both agreements are between the City and the County for cross-jurisdictional transportation cooperation and improvement funding.
Staff Report: Elizabeth Sparkman, Engineering Manager and Mark Thomas, Senior Engineer.
Advances Goal: 5.

- 8.4 **Subject:** Resolution Authorizing the City Manager to Make Adjustments to Community Enhancement Fund (Measure H) Allocations up to a Cumulative Amount Up to 30 Percent of the Total Allocation, Not to Exceed \$100,000.
Recommendation: Adopt Resolution No. 136-2015.
Result of Recommended Action: Adoption of Resolution No. 136-2015 will authorize the City Manager to make adjustments to Community Enhancement Fund allocations when necessary for a variety of reasons, including unanticipated costs, project expansion or project reduction. This will assist City staff greatly in achieving more efficient and expedited results with Community Enhancement Fund projects and programs.
Staff Report: Adam U. Lindgren, City Attorney.
Advances Goals: 1, 2, 3, 5.
- 8.5 **Subject:** Approval of a Memorandum of Understanding with Mercy Housing California Deferring and Possibly Waiving the Payment of Reimbursements for City Administrative and Activity Delivery Costs.
Recommendation: Approve Resolution No. 138-2015 authorizing the City Manager to execute the Memorandum of Understanding agreement with Mercy Housing California.
Result of Recommended Action: Upon approval and execution of the Memorandum of Understanding, the City can request the final amount of state housing trust funding available to this project. Mercy Housing California will continue to efficiently manage the construction of the project with the goal to realize cost savings in an amount equal to the deferred fee (\$43,677.00) which will then be repaid to the City.
Staff Report: Reed Flory, Reinvestment and Housing Opportunities Division.
Advances Goals: 1, 2, 3, 5, 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

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

- 9.1 **Subject:** Resolution Declaring Results of a Protest Hearing and Authorizing the Mailing of Property Owner Ballots Relating to the Imposition of the Annual Stormwater Utility Fee for the Zinfandel Center Project.
Recommendation: Adopt Resolution No. 135-2015.
Result of Recommended Action: Action on this item will declare the results of the property owner protest, and if there exists less than a majority protest, authorize the mailing of ballots to the property owners to approve the levy of the fee to pay for storm drainage and flood protection services for the Zinfandel Center Project, and sets 1:00 p.m. on December 6, 2015, as the time and date for the ballot tabulation for the matter.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.
- 9.2 **Subject:** KP Beats Bar and Nightclub Conditional Use Permit Amendment; Project No. DD9618 – Located at 10947 Olson Drive.
Recommendation: Adopt Resolution No. 137-2015.
Result of Recommended Action: Adoption of Resolution 137-2015 would amend the existing CUP to expand the size of the existing karaoke bar and nightclub with alcoholic

beverage sales to now include 8 billiards tables, enlarged bar service area, and lounge seating at 10947 Olson Drive. This resolution would be forwarded to the Department of Alcohol Beverage Control (ABC), which would allow the applicant to proceed in obtaining a liquor license to sell alcohol in conjunction with its live entertainment and limited food sales.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

11.1 **Subject:** 2016 Legislative Priorities.

Recommendation: Provide direction to staff for Fiscal Year (FY) 2016 funding requests and a platform for discussions with legislators during the National League of Cities Congressional Conference, March 5-9, 2016 in Washington, D.C. Also, receive an update on City's Legislative Program and provide direction about the 2016 program.

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

Staff Report: Peter Ibrahim, Housing and Neighborhood Development Specialist and Ashley Downton, Communications Specialist.

Advances Goals: 1, 2, 3, 4, 5, 6.

ACTION: Discussion item only; no action taken.

11.2 **Subject:** Approval of a Memorandum of Understanding with Bridge Housing Appointing Bridge Housing as the City's Master Developer Partner in the Greater Cordova Meadows Neighborhood Area in Furtherance of the City's Neighborhood Reinvestment Plan and Continuing the Blight Remediation Work Initially Undertaken by the City's Redevelopment Agency for the Rancho Cordova Redevelopment Project Area and Authorization of City Manager to Sign.

Recommendation: Approve Resolution No. 126-2015 authorizing the City Manager to execute the Memorandum of Understanding agreement with Bridge Housing.

Result of Recommended Action: Upon approval and execution of the Memorandum of Understanding, work will begin to develop and implement specific strategies for reinvestment in the target area. Bridge will make application for City Enhancement Funding assistance from the approved Neighborhood Reinvestment Program category. Reuse and new construction plans will be developed and discussed with the City. Available grant funding opportunities will be considered.

Staff Report: Reed Flory, Reinvestment and Housing Opportunities Division.

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

AT THIS POINT: At 7:59 PM Council took a recess. The full Council resumed at 8:14 PM

City Attorney Adam Lindgren reported that two council members: Mr. Skoglund and Mr. Sander, in the interest of caution, are recusing themselves of participation on this items action. The item before you relates to a body of work and investment in a

generalized area, depicted in one of the documents before you. The council members have homes outside of that general area. Tonight's item isn't causing you to make any particular investments on any particular piece of property, but is setting you on a course to focus in that general area. The council members may well not have conflicts as they relate to individual investments in that generalized area.

ACTION: Motion to approve by Budge second by Terry;
Carried by a 3:0 roll call vote (Sander and Skoglund recused).

11.3 **Subject:** Selection of 2016 Mayor and Vice Mayor.

Recommendation: That Council select its Mayor and Vice Mayor for 2016.

Result of Recommended Action: Council will appoint its leadership officers, per Resolution No. 5-2004.

Staff Report: Mindy Cuppy, City Clerk's Department.

Advances Goals: 1, 2, 3, 4, 5, 6.

ACTION: Motion to appoint David Sander as 2016 Mayor by Budge second by Terry;
Carried by a 5:0 roll call vote.

ACTION: Motion to appoint Donald Terry as 2016 Vice Mayor by Skoglund second by Budge;
Carried by a 5:0 roll call vote.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Terry asked for an update on the following ordinances:

- Success of the smoking ordinance.
- Status on hen ordinance.
- Status on bee keeping ordinance.

13. CITY MANAGER'S REPORT

City Manager Cyrus Abhar congratulated city staff and Mayor McGarvey on his State of the City address.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 8:29 PM in honor of the people injured or killed in France and Lebanon on Friday.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the closed session to order in the Community Board Room at 8:42 PM.

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

Council Members Absent: None

Staff Members Present: Item 16.1: Lindgren
Item 16.2: Lindgren, Abhar, Haven

16. CLOSED SESSION

- 16.1 CONFERENCE WITH LABOR NEGOTIATORS.
Agency designated representatives: Adam Lindgren.
Unrepresented employee: City Manager.
Pursuant to Government Code Section 54957.
- 16.2 CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION.
Name of Case: Frazier, Christian, et al. v. Rancho Cordova et al.; U.S. District Court,
Eastern District of California Case No. 2:15-cv-00872-TLN-KJN
Pursuant to Government Code Section 54956.9(d)(1).

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 9:27 PM.

Mindy Cuppy, MMC, City Clerk

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: 2016 CITY COUNCIL MEETING SCHEDULE



RECOMMENDATION

Adopt Resolution No. 139-2016 confirming the 2016 Rancho Cordova City Council meeting schedule.

RESULT OF RECOMMENDED ACTION

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the American Society for Public Administration, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

BACKGROUND

In December, as part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for the following year. Below are the proposed City Council Meeting dates for 2016:

JANUARY 2016	
Monday, January 4	5:30 PM Regular Meeting ONLY HOLD IF TIME SENSITIVE ITEMS DUE TO RETREAT THE FOLLOWING DAYS
Tuesday and Wednesday, January 5-6	All Day City Council Visioning Retreat
Tuesday, January 19	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 26	5:30 PM Special Meeting/Work Session
FEBRUARY 2016	
Monday, February 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 16	5:30 PM Regular Meeting
Tuesday, February 23	5:30 PM Special Meeting/Work Session

MARCH 2016	
Monday, March 7	5:30 PM Regular Meeting PROPOSE TO CANCEL/NLC Congressional City Conference Conflict
Monday, March 21	5:30 PM Regular Meeting
Tuesday, March 29	5:30 PM Special Meeting/Work Session
APRIL 2016	
Monday, April 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 18	5:30 PM Regular Meeting
Tuesday, April 26	5:30 PM Special Meeting/Work Session
MAY 2016	
Monday, May 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, May 16	5:30 PM Regular Meeting
Tuesday, May 24	5:30 PM Special Meeting/Work Session
JUNE 2016	
Monday, June 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 20	5:30 PM Regular Meeting
Tuesday, June 28	5:30 PM Special Meeting/Work Session
JULY 2016	
Tuesday, July 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, July 18	5:30 PM Regular Meeting PROPOSE TO CANCEL/COUNCIL DARK DAY
Tuesday, July 26	5:30 PM Special Meeting/Work Session
AUGUST 2016	
Monday, August 1	5:30 PM Regular Meeting
Monday, August 15	5:30 PM Regular Meeting
Tuesday, August 23	5:30 PM Special Meeting/Work Session
SEPTEMBER 2016	
Tuesday, September 6	5:30 PM Regular Meeting
Tuesday, September 13	5:30 PM Special Meeting/Work Session
Monday, September 19	5:30 PM Regular Meeting
OCTOBER 2016	
Monday, October 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 17	5:30 PM Regular Meeting
Tuesday, October 25	5:30 PM Special Meeting/Work Session

NOVEMBER 2016	
Monday, November 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 21	5:30 PM Regular Meeting
Tuesday, November 29	5:30 PM Special Meeting/Work Session
DECEMBER 2016	
Monday, December 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 13	5:30 PM Special Meeting/Work Session
Monday, December 19	5:30 PM Regular Meeting

The attached calendar is created in Outlook and automatically is added to personal calendars of all City Council Member and staff who have requested it. The City Clerk's department, with assistance from Administrative Professionals in each department, constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

This calendar is constantly updated and the current calendar can be found in Outlook:

- ▶ Folder List (Ctrl + 6)
 - ▶ Public Folders
 - ▶ All Public Folders
 - ▶ City Hall Events

ATTACHMENTS

1. Resolution No. 139-2015 including Exhibit A: 2016 City Council Meeting Schedule.
2. 2016 Outlook City Hall Events Calendar.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 139-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
CONFIRMING THE 2016 CITY COUNCIL MEETING SCHEDULE**

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 PM on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, In order to ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule in December for the following year.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA sets its 2016 City Council meeting schedule as outlined in the attached **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

ATTACHMENT 1

EXHIBIT A

JANUARY 2016	
Monday, January 4	5:30 PM Regular Meeting ONLY HOLD IF TIME SENSITIVE ITEMS DUE TO RETREAT THE FOLLOWING DAYS
Tuesday and Wednesday, January 5-6	All Day City Council Visioning Retreat
Tuesday, January 19	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 26	5:30 PM Special Meeting/Work Session
FEBRUARY 2016	
Monday, February 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 16	5:30 PM Regular Meeting
Tuesday, February 23	5:30 PM Special Meeting/Work Session
MARCH 2016	
Monday, March 7	5:30 PM Regular Meeting PROPOSE TO CANCEL/NLC Congressional City Conference Conflict
Monday, March 21	5:30 PM Regular Meeting
Tuesday, March 29	5:30 PM Special Meeting/Work Session
APRIL 2016	
Monday, April 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 18	5:30 PM Regular Meeting
Tuesday, April 26	5:30 PM Special Meeting/Work Session
MAY 2016	
Monday, May 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, May 16	5:30 PM Regular Meeting
Tuesday, May 24	5:30 PM Special Meeting/Work Session
JUNE 2016	
Monday, June 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 20	5:30 PM Regular Meeting
Tuesday, June 28	5:30 PM Special Meeting/Work Session
JULY 2016	
Tuesday, July 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, July 18	5:30 PM Regular Meeting PROPOSE TO CANCEL/COUNCIL DARK DAY
Tuesday, July 26	5:30 PM Special Meeting/Work Session

ATTACHMENT 1

AUGUST 2016	
Monday, August 1	5:30 PM Regular Meeting
Monday, August 15	5:30 PM Regular Meeting
Tuesday, August 23	5:30 PM Special Meeting/Work Session
SEPTEMBER 2016	
Tuesday, September 6	5:30 PM Regular Meeting
Tuesday, September 13	5:30 PM Special Meeting/Work Session
Monday, September 19	5:30 PM Regular Meeting
OCTOBER 2016	
Monday, October 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 17	5:30 PM Regular Meeting
Tuesday, October 25	5:30 PM Special Meeting/Work Session
NOVEMBER 2016	
Monday, November 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 21	5:30 PM Regular Meeting
Tuesday, November 29	5:30 PM Special Meeting/Work Session
DECEMBER 2016	
Monday, December 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 13	5:30 PM Special Meeting/Work Session
Monday, December 19	5:30 PM Regular Meeting

January 2016

January 2016							February 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29					
31													

AGENDA ITEM 13

Dec 27 - Jan 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Dec 27	28	29	30	31	Jan 1, 16	2
						New Year's Day Holiday - City Hall Closed	
Jan 3 - 9	3	4	5	6	7	8	9
		HOLD ONLY IF NEEDED 5:30pm 8:30pm City Council Regular Meeting - IF NEEDED	City Council Special Meeting - Council and Staff Learning Retreat		6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	CCC - RCAA Jock Talk (City Hall) Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
Jan 10 - 16	10	11	12	13	14	15	16
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		9:00am 10:30am Greater Sacramento Quarterly Investor Meeting 9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area S	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
Jan 17 - 23	17	18	19	20	21	22	23
		Martin Luther King Jr. Holiday - City Hall	City Council Special Meeting (4:00) and Board Meeting (10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove) 3:00pm 5:00pm Sacramento Business Review Economic Forecast	League of California Cities New Mayor and Council Member Academy (Sacramento) US Conference of Mayors Winter Meeting (Washington D.C.) 6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting 6:00pm 8:00pm FCUSD - School District	Pay Day	
Jan 24 - 30	24	25	26	27	28	29	30
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Work Session (5:30)	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	CCC - Artist Reception (City Hall) 7:30am 10:00am Rancho Cordova Chamber of Commerce Economic Forum 9:30am 10:30am Sacramento Metropolitan Air Quality Management Board Meeting 3:00pm 5:00pm Sacramento Public Library Board Meeting 6:00pm 7:00pm FCUSD Board Meeting (1	Timesheets Due 5:00pm 9:00pm Sacramento Metro Chamber 121st Annual Dinner and Business Awards (Hyatt Regency Sacramento, 1209 L Street)	
	31	Feb 1	2	3	4	5	6

February 2016

February 2016							March 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	6	7	1	2	3	4	5
14	8	9	10	11	12	13	13	14	8	9	10	11	12
21	15	16	17	18	19	20	20	21	15	16	17	18	19
28	22	23	24	25	26	27	27	28	22	23	24	25	26
	29								29	30	31		

Jan 31 - Feb 6

Feb 7 - 13

Feb 14 - 20

Feb 21 - 27

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 31	Feb 1	2	3	4	5	6
	City Council Special Meeting (4:00) and Board Meeting (5:00) (City Council Chambers)		League of California Cities City Manager Department Meeting (Indian Wells, CA)	6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day	6:00pm 7:00pm Martin Luther King Jr. Dinner (Time and Location TBD)
7	8	9	10	11	12	13
Super Bowl Sunday	9:30am 10:30am Sacramento-Placerville Transportation Corridor SPTC-JPA Board Meeting (Folsom City Hall-Council Chambers) 5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	10:00am 5:00pm Sac Metro Chamber State Legislative Summit 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Lincoln's Birthday Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
14	15	16	17	18	19	20
Valentine's Day	Presidents Day Holiday - City Hall Closed	City Council Regular Meeting (5:30) 10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	IAAP N. California N. Nevada Branch Event 5:00pm 6:00pm Sacramento Hispanic Chamber of Commerce Business Awards and Gala (Time and Location TBD)
21	22	23	24	25	26	27
	5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Work Session (5:30)	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chamber) 6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	6:00pm 8:00pm Sacramento Hispanic Chamber of Commerce Business Awards & Gala 2016 (The Palace Ballroom, 11354 White Rock Rd, Rancho Cordova)
28	29	Mar 1	2	3	4	5

AGENDA ITEM 13

March 2016

Su

Mo

Tu

We

Th

Fr

Sa

6

13

20

27

7

14

21

28

1

8

15

22

29

2

9

16

23

30

3

10

17

24

31

4

11

18

25

5

12

19

26

Su

Mo

Tu

We

Th

Fr

Sa

3

10

17

24

4

11

18

25

5

12

19

26

6

13

20

27

7

14

21

28

8

15

22

29

9

16

23

30

1

8

15

22

29

2

9

16

23

30

Sunday

Feb 28

Monday

29

Tuesday

Mar 1

Wednesday

2

Thursday

3

Friday

4

Saturday

5

League of California Cities Planning Commissioner Academy (San Ramon)

2:30pm 3:30pm Sacramento Metropolitan Cable Television Commission (Sacramento County Board Meeting)
5:00pm 7:00pm Rancho Cordova Chamber of Commerce Aloha Rancho Cordova (Time and Location TBD)
6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,

Pay Day

5:00pm 6:00pm CCC - Volunteer Awards (Time TBD)

NLC Congressional City Conference (Washington, D.C.)

6

7

8

9

10

11

12

NLC Congressional City Conference (Washington, D.C.)

1:30pm 2:30pm Sacramento Transportation Board Meeting (1965 Birkmont Drive,

Timesheets Due

PROPOSE TO CANCEL: City Council Regular Meeting (5:00pm 7:00pm)

League of California Cities Public Works Officers Institute (Sacramento)

8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)

13

14

15

16

17

18

19

5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)

10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)

6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)

St Patrick's Day

8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting
9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30)
6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,

ASPA Annual Conference (Seattle, WA)

Pay Day

11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)

IAAP S. California/S. Nevada Branch Event

20

21

22

23

24

25

26

ASPA Annual Conference (Seattle, WA)

City Council Regular Meeting (5:30pm)

9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)

9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (County Board of Supervisors Chamber of Commerce Board Meeting)
3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chamber of Commerce Board Meeting)
6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordova)

Good Friday

Timesheets Due

27

28

29

30

31

Apr 1

2

Easter

5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)

City Council Work Session (5:30pm)

Feb 28 - Mar 5

Mar 6 - 12

Mar 13 - 19

Mar 20 - 26

AGENDA ITEM 13

April 2016							May 2016						
SuMoTuWeThFrSa							SuMoTuWeThFrSa						
123456789101112131415161718192021222324252627282930							12345678910111213141516171819202122232425262728293031						
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Mar 27		28		29		30		31		Apr 1		2	
Mar 27 - Apr 2										Pay Day			
Apr 3 - 9		3		4		5		6		7		8	
				City Council Special Meeting (4:00) and Board Meeting (5:00) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)						6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
												Sac Metro Chamber Cap-to-Cap	
Apr 10 - 16		10		11		12		13		14		15	
		CCC - Lincoln Highway		Sac Metro Chamber Cap-to-Cap		CAPIO Annual Conference (Resort at Squaw Creek)		CCC - Artist Reception		Pay Day Tax Day			
				5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)				1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)		11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)			
Apr 17 - 23		17		18		19		20		21		22	
				City Council Regular Meeting (5:30)		10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)		6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)		8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		Timesheets Due	
												CCC Cordova Community Classic Golf Tournament	
AGENDA ITEM 13.2		24		25		26		27		28		29	
				5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		City Council Work Session (5:30)		Administrative Professionals Week Administrative Professionals Day League of California Cities Legislative Affairs Meeting 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)		9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co Library Authority Governing Board (County Board of Supervisors Chambers) 6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordov		Arbor Day Pay Day	
												11:00am 3:00pm CCC - Kids Day in the Park (Hagan Park)	

May 2016

May 2016							June 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

May 1 - 7	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	May 1	2	3	4	5	6	7
		City Council Special Meeting (4:00) and Board Meeting (5:00)	5:00pm 6:00pm Rancho Cordova Chamber of Commerce Elected Officials Reception (Either 5/3 or 5/4 - Time and Location TBD)	League of California Cities City Attorney Spring Conference (Newport Beach) 5:00pm 6:00pm Rancho Cordova Chamber of Commerce Elected Officials Reception (Either 5/3 or 5/4 - Time and Location TBD)	Cinco de Mayo 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	
	8	9	10	11	12	13	14
	Mother's Day	9:30am 10:30am Sacramento-Placerville Transportation Corridor SPTC-JPA Board Meeting (Folsom City Hall-Council Chambers) 5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	5:30pm 7:30pm iFest
	15	16	17	18	19	20	21
	5:00pm 9:00pm CCC - iFest (Village Green Park)	City Council Regular Meeting (5:30)	10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting (1415 L Street, Suite 30) 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
May 8 - 14	22	23	24	25	26	27	28
		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Work Session (5:30)	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambe 6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Pay Day	
	29	30	31	Jun 1	2	3	4
May 15 - 21		Memorial Day Holiday - City Hall Closed					
May 22 - 28							

June 2016							July 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

AGENDA ITEM 13.2

July 2016

July 2016							August 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Sunday							Monday							Tuesday							Wednesday							Thursday							Friday							Saturday						
Jun 26							27							28							29							30							Jul 1							2						
																																			City of Rancho Cordova Anniversary (Inc Timesheets Due)													
3							4							5							6							7							8							9						
CCC - Rancho Cordova Fourth of July (Hagan Park)							Independence Day Holiday - City Hall Closed							City Council Special Meeting (4:00) and Board Meeting (5:00)														6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)							Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)													
10							11							12							13							14							15							16						
							5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)														9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)							1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)							Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)													
17							18							19							20							21							22							23						
							PROPOSE TO CANCEL: City Council Regular Meeting							10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)							6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)							CCC - Artist Reception 8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)							Pay Day							IAAP Summit 2016 (Hollywood, FL)						
24							25							26							27							28							29							30						
							5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)							City Council Work Session (5:30)							9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)							9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (Co 6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordova)							Timesheets Due													
31							Aug 1							2							3							4							5							6						

AGENDA ITEM 13

Aug 21 - 27

Aug 14 - 20

Aug 7 - 13

Jul 31 - Aug 6

August 2016

SuMoTuWeThFrSa

78910111213

14151617181920

21222324252627

28293031

September 2016

SuMoTuWeThFrSa

45678910

11121314151617

18192021222324

252627282930

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 31	Aug 1	2	3	4	5	6
	City Council Special Meeting (4:00) and P			6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Summer Olympics 2016 (Rio de Janeiro) Pay Day	
7	8	9	10	11	12	13
Summer Olympics 2016 (Rio de Janeiro)						
	5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers)	Timesheets Due 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)	
14	15	16	17	18	19	20
Summer Olympics 2016 (Rio de Janeiro)						
	City Council Regular Meeting (5:30) - Mir	10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)	6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)	Rancho Cordova Chamber of Commerce 8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Boa 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive,	Pay Day 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)	
21	22	23	24	25	26	27
Summer Olympics 2016 (Rio de Janeiro)	5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)	City Council Work Session (5:30)	9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)	9:30am 10:30am Sacramento Metropolitan Air Quality Management District (SMAQMD) Board Meeting (Co 3:00pm 5:00pm Sacramento Public Library Authority Governing Board (County Board of Supervisors Chambe 6:00pm 7:00pm FCUSD Board Meeting (1965 Birkmont Drive, Rancho Cordova)	Timesheets Due	
28	29	30	31	Sep 1	2	3
APWA Public Works Expo (Minneapolis, Minnesota)						

September 2016							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	1	2	3								2	3	4	5	6	7	1	
							11	12	13	14	8	9	10								9	10	11	12	13	14	8	
							18	19	20	21	15	16	17								16	17	18	19	20	21	15	
							25	26	27	28	22	23	24								23	24	25	26	27	28	22	
											29	30									30	31					29	
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21	22	
							25	26	27	28	29	30									23	24	25	26	27	28	29	
																					30	31						
							September 2016							October 2016														
							Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa	
							4	5	6	7	8	9	10								2	3	4	5	6	7	8	
							11	12	13	14	15	16	17								9	10	11	12	13	14	15	
							18	19	20	21	22	23	24								16	17	18	19	20	21		

November 2016																					November 2016							December 2016													
																					Su	Mo	Tu	We	Th	Fr	Sa								Su	Mo	Tu	We	Th	Fr	Sa
																					6	7	1	2	3	4	5								4	5	6	7	1	2	3
																					13	14	8	9	10	11	12								11	12	13	14	8	9	10
																					20	21	22	23	24	25	26								18	19	20	21	22	23	24
																					27	28	29	30											25	26	27	28	29	30	31
	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday																												
	Oct 30		31		Nov 1		2		3		4		5																												
Oct 30 - Nov 5					Election Day				6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		Timesheets Due																														
Nov 6 - 12	6		7		8		9		10		11		12																												
			City Council Special Meeting (4:00) and Board Meeting (5:00) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)				9:00am 10:30am Sacramento Central Groundwater Authority Board (10600 Goethe Road, Sacramento) 9:30am 11:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700 H Street, Suite 1450, Sacramento)		CCC - State of the City 1:30pm 2:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of Supervisors Chambers) 5:00pm 7:00pm Rancho Cordova Chamber of Commerce State of the City (City Hall - Time TBD)		Veterans Day - City Hall Closed Pay Day 8:30am 10:30am Capital Southeast Connector JPA (City Council Chambers)																														
Nov 13 - 19	13		14		15		16		17		18		19																												
			5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		10:00am 12:00pm Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk Grove)		6:30pm 8:30pm Cordova Recreation and Park District (CRPD) Board Meeting (David B. Roberts Council Chambers)		Rancho Cordova Chamber of Commerce 8:00am 9:30am Rancho Cordova Chamber of Commerce Board Meeting 9:00am 12:00pm Sacramento Area Council of Governments (SACOG) Board Meeting 6:00pm 8:00pm FCUSD - School District Board Meeting (1965 Birkmont Drive, Rancho Cordova)		Timesheets Due 11:30am 1:00pm Rancho Cordova Luncheon (American River Community Rooms)																														
Nov 20 - 26	20		21		22		23		24		25		26																												
			City Council Regular Meeting (5:30) - Mirrored						Thanksgiving Holiday - City Hall Closed		Day After Thanksgiving - City Hall Closed Pay Day																														
AGENDA ITEM 13	27		28		29		30		Dec 1		2		3																												
	4:00pm 8:00pm CCC - Christmas Tree Lighting		5:00pm 7:00pm Sacramento Regional Transit (RT) Board Meeting (5:00 Closed Session, 6:00 Open Session) (Regional Transit Library (Room 222), 1400 29th Street, Sacramento)		City Council Work Session (5:30)																																				

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: **APPROVAL OF COUNCIL MEMBER APPOINTMENTS TO REGIONAL BOARDS, COMMISSIONS, AND COMMITTEES FOR 2016**



RECOMMENDATION

That Council confirms their 2016 commitments to serve on other agency boards, commissions, and committees.

RESULT OF RECOMMENDED ACTION

The City Council will continue to serve in leadership roles throughout the region. The City Clerk will notify each agency boards, commissions, or committees of changes or reappointments and will ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

BACKGROUND

Council Members serve on various advisory boards in the community to ensure the city has representation within the region. By confirming their appointments annually the members of the Council are committing their time to serve in these important leadership roles.

ATTACHMENT

2016 Proposed - City of Rancho Cordova Council Member Appointments to Regional Boards, Commissions, and Committees.

**2016 - DRAFT - City of Rancho Cordova
Council Member Appointments to Regional Agency Boards, Commissions and Committees**

Agency	2015 Appointment	2016 Proposed Appointment
Local Appointments		
Capital Southeast Connector	Sander Alt: Budge	Sander Alt: Budge
City Selection Committee of Sacramento County	McGarvey (Mayor if Needed)	Sander (Mayor if Needed)
Sacramento County Criminal Justice Cabinet	McGarvey (Mayor if Needed)	Sander (Mayor if Needed)
Folsom Lake College Foundation	McGarvey	McGarvey
Mayors & Board Chair Forum	McGarvey, Sander and Nakamura	Not Active 2016
Sacramento Area Council of Governments (SACOG)/Capitol Valley Regional SAFE	Sander Alt: Budge	Sander Alt: Budge
Sacramento Regional Sanitation District (Meets with Sacramento Area Sewer District) -	Skoglund Alt: McGarvey	Skoglund Alt: McGarvey
Sacramento Area Sewer District (Meets with Regional Sanitation District)	Skoglund Alt: McGarvey	Skoglund Alt: McGarvey
Sacramento County Human Rights/Fair Housing Commission Governing Board	McGarvey	McGarvey
Sacramento Local Agency Formation Commission (LAFCo)		Will Hold Seat 1/1/21-12/31/22 (Alternate 1/1/19-12/31/20)
Sacramento Metro Cable Television Commission (Ex Officio Member)	Terry Alt: Skoglund	Terry Alt: Skoglund
Sacramento Metropolitan Air Quality Management District (SMAQMD)	Terry Alt: McGarvey	Terry Alt: McGarvey
Sacramento Placerville Transportation Corridor Joint Powers Authority	Sander Alt: Budge	Sander Alt: Budge
Sacramento Public Library Authority Governing Board	Budge Alt: Sander	Budge Alt: Sander
Sacramento Regional Transit (RT) District Board of Directors	Budge Alt: Sander	Budge Alt: Sander
Sacramento Transportation Authority (STA)	McGarvey Alt: Terry	McGarvey Alt: Terry
Sacramento-Yolo Mosquito & Vector Control District Board	McGarvey Alt: Sander	McGarvey Alt: Sander
South Sacramento Habitat Conservation Plan (SSHCP) Elected Advisory Board	Budge Alt: Skoglund	Budge Alt: Skoglund
2 x 2 Meetings		
Folsom Cordova Unified School District 2x2	Sander, Terry	Sander, Terry
Sacramento County 2x2	McGarvey, Sander (M/VM)	Sander, Terry (M/VM)
Cordova Recreation and Park District 2x2	Sander, Skoglund	To be Appointed by the Mayor
Sac Metro Fire 2x2	McGarvey, Budge	McGarvey, Budge
SMUD 2x2	McGarvey, Sander (M/VM)	Sander, Terry (M/VM)
Elk Grove Unified School District 2x2	McGarvey, Terry	McGarvey, Terry
Golden State Water 2x2	McGarvey, Sander (M/VM)	Sander, Terry (M/VM)
Sacramento City Unified School District 2x2	Sander, Terry	Sander, Terry

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Engineering Manager



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

RECOMMENDATION

Adopt Resolution No. 141-2015 declaring the results of the mail ballot election relating to the imposition of the Stormwater Utility Fee on the Zinfandel Center Project.

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

The City Council previously adopted Resolution No. 132-2015 on November 2, 2015 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the Zinfandel Center Project. A protest hearing was conducted on November 16, 2015 at which time no written protests were received from property owners representing a majority of the parcels subject to the Fee. Council then adopted Resolution No. 135-2015 authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owners subject to the Fee. The balloting period ended at 1:00 pm on December 6, 2015.

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

Tonight's Council action is to adopt Resolution No. 141-2015 declaring the results of the mail ballot election.

ATTACHMENT

Resolution No. 141 -2015, including Exhibits A and B.

RESOLUTION NO. 141-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE STORMWATER UTILITY FEE ON THE ZINFANDEL CENTER PROJECT IN THE CITY OF RANCHO CORDOVA

WHEREAS, on November 2, 2015 City Council adopted Resolution No. 132-2015 (the "Resolution of Intention") declaring its intention to impose an annual Stormwater Utility Fee (the "Fee") on the Zinfandel Center Project; and

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

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

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2015-16, and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on November 16, 2015 and took testimony, both written and oral; and

WHEREAS, having determined that written protests were not received from property owners representing a majority of the parcels subject to the Fee, the City Council adopted Resolution No. 135-2015 authorizing the mailing of a property owner ballot (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owners of parcels subject to the Fee, subject to approval by a majority vote of the owners of parcels subject to the Fee; and

WHEREAS, pursuant to the terms of Resolution No. 141-2015 and the unanimous consent of the property owners, the Property Owner Balloting was conducted commencing on November 16, 2015, and was completed at 1:00 p.m. on December 6, 2015, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Returns in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The above recitals are all true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this reference incorporated herein.
4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. Authorizes the City Clerk to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on the Zinfandel Center Project.
6. Pursuant to said Certificate, if the Ballot Measure submitted was approved by a majority vote of the owners of parcels subject to the Fee, the Fee is hereby imposed pursuant to Ordinance 7-2014 on the Zinfandel Center Project, otherwise, if the Ballot Measure submitted was not approved by a majority vote of the owners of parcels subject to the Fee, the imposition of the Fee is hereby abandoned for the Zinfandel Center Project

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

Exhibit A**BALLOT MEASURE**

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014.

YES I support the proposed annual Stormwater Utility Fee

NO I oppose the proposed annual Stormwater Utility Fee

Exhibit B

CERTIFICATE OF THE CITY CLERK AS TO

THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE

IN THE CITY OF RANCHO CORDOVA

I, Mindy Cuppy, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee, that the last day for the return of mailed ballots was December 6, 2015, that the election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received:

Total "Yes" Ballots:

Total "No" Ballots:

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Engineering Manager

SUBJECT: **RESOLUTION TO EXECUTE A FIRST AMENDMENT TO CONTRACT NO. 124-2011 WITH WILLDAN FINANCIAL SERVICES TO INCREASE THE CONTRACT FROM \$65,000 TO \$129,000 AND EXTEND THE CONTRACT TERM TO DECEMBER 31, 2020.**



RECOMMENDATION

Adopt Resolution No. 143-2015.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute a first contract amendment with Willdan Financial Services to continue to provide district administration services for placement of the annual levy for Rancho Cordova Lighting District No. 2012-1. The contract would be increased from \$65,000 to \$129,000 and the term extended to December 31, 2020.

BACKGROUND

On December 16, 2011, the City entered into Contract No. 124-2011 with Willdan Financial Services in the amount of \$65,000 to form a new district for street lighting services related to the detachment of County Service Area No. 1 (CSA 1), Zone 2 from the County. As a result, the Rancho Cordova Lighting District No. 2012-1 was formed and district administration services were provided for the first three years through the annual levy for fiscal year 2015-2016. This first amendment will increase the contract amount by \$64,000 and authorize the continuation of district administration services through the annual levy for fiscal year 2019-2020.

FISCAL IMPACT

There is no impact to the general fund. The funding for the contract amendment is provided through the special revenues collected within the district.

ATTACHMENT

Resolution No. 143-2015, including Exhibit 1.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 143-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO SIGN A FIRST AMENDMENT TO CONTRACT
NO. 124-2011 WITH WILLDAN FINANCIAL SERVICES FOR DISTRICT ADMINISTRATION
SERVICES FOR THE RANCHO CORDOVA LIGHTING DISTRICT NO. 2012-1**

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated December 16, 2011, for the purposes of providing district formation and administration services through the fiscal year 2015/2016 annual levy; and

WHEREAS, the City of Rancho Cordova wishes to amend the contract with Willdan Financial Services to continue district administration services through the fiscal year 2019-2020 annual levy; and

WHEREAS, the City of Rancho Cordova wishes to increase the contract amount to a total of \$129,000 and extend the term to December 31, 2020; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a first contract amendment with Willdan Financial Services to increase the contract amount to a total of \$129,000 and extend the term to December 31, 2020; attached as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

CONTRACT NO. 124-2011-1**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND WILL DAN FINANCIAL SERVICES**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Willdan Financial Services ("Professional") as of December 7, 2015. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated December 16, 2011 for the purpose of providing street lighting district formation and administration services; and

WHEREAS, the Parties agree to increase the compensation by \$64,000 bringing the total contract amount to \$129,000 and to continue district administration services through the fiscal year 2019-2020 annual levy; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from December 31, 2016, to December 31, 2020. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2020, and Professional shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed Sixty-five Thousand Dollars (\$65,000). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One Hundred and Twenty-nine Thousand Dollars (\$129,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

CONTRACT NO. 124-2011-1

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Mickey Ashley, Senior Project Analyst

Date: _____

Date: _____

Attest:

Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Exhibit A

SCOPE OF SERVICES

Annual Lighting District Administration

Willdan will:

1. Commencing with the fiscal year 2016/17 levy, schedule an annual kick-off meeting via teleconference with City staff to review the existing district information. Identify and discuss possible changes to the district for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the district.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with City staff. As needed, the timeline will also be adjusted to address the City's scheduling requirements or proposed district changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in preparing and reviewing the annual district budgets; thus ensuring the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs into the district budget to achieve maximum cost-to-benefit equity. Willdan can help to see that adequate and appropriate fund balances are identified. In addition, Willdan will use the updated parcel databases for the district to provide estimates of the assessment revenue for the upcoming fiscal year. These revenue estimates will be incorporated into the fiscal year budgets for the district, which will be analyzed to determine required changes in the level of assessment or funding from other sources.
4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual district assessments.

Based upon their assigned benefit, our MuniMagic™ software will be used to calculate the annual assessments for the parcels within the district. This software is capable of handling complex assessment methodologies and formulas, calculating the annual assessments, and producing files in the required format for submittal to the County Auditor/Controller's Office. The same data can then be used to reproduce databases of assessed parcels in hardcopy, CD-ROM, or other electronic formats. The County secured roll, Assessor's parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will then be purchased by Willdan; and the cost will be passed onto the City.

5. Prepare in accordance with the Landscaping and Lighting Act of 1972, the provisions of California Constitution Article XIID (Proposition 218), and the district's annual Engineer's Report. This report will include the following required items:
 - A general description of the district, which may include key historical facts, zone designations, and discussion of district benefits;
 - A description of the plans and improvement specifications (this may apply to documents on file at the City);
 - An estimate of the costs of the improvements (budget);
 - A description of the Method of Apportionment (assessment calculation);

Exhibit A

- ♦ A diagram of the district (provided by the City);
 - ♦ An Inventory map (provided by the City); and
 - ♦ An assessment of the estimated cost to each parcel.
6. Draft resolutions (if requested) to be adopted in conjunction with the annual levy of assessments by utilizing resolutions previously adopted by the City for the annual levy process. If requested, assist City staff in the preparation of staff reports. The City acknowledges that the City Attorney will review all resolutions for form and content, as is intended.
 7. Attendance at up to two (2) Council meetings (if requested) to make Council presentations, and be available to answer any questions. Willdan staff time for this meeting is included in our fee proposal, while travel expenses will be billed separately from actual costs incurred. Additional meetings will be billed at our then-current hourly rates (please see the cost proposal for further details).
 8. Provide the City with the full Engineer's Report and confirmed assessment roll.
 9. Coordinate with the City to obtain and then provide the resolution ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
 10. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
 11. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
 12. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.
 13. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the district and assessments. Typically, we provide our toll-free telephone number to the County for inclusion on tax bills for property owners to call with questions.
 14. **(Optional):** Prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City. This is an *optional* service, and the cost associated with this service is not included in the annual fee; but may be provided at our then-current hourly consulting rates (see "Additional Services" section), plus expenses.

Exhibit A

Client Responsibilities

Willdan will rely on obtaining the following information from the City:

- Copies of boundary diagrams reflecting the boundaries of the districts and the location of separate zones (if any) in the districts.
- Annual budget information and projected fund balances by applicable zone.
- Cost estimate details for inclusion into each district's operating budget, including changes in district improvements that may impact costs or cost allocations. Review cost estimates compiled by Willdan for reasonableness. Changes, modifications, or updates to the improvements and/or services described in the previous year's Engineer's Reports, as applicable.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Copies of any district formation documents or documents filed with the City Clerk, as required.
- Complete list of district provided services and location(s) of proposed improvements requiring services or maintenance, as applicable.
- Samples of sufficiently detailed resolutions (in an electronic format) to establish the required format for preparation by Willdan.
- Publication of City Council meetings/public hearings notices in the local newspaper.
- Review of draft reports and resolutions prior to the preparation of final documents. This review is, typically, performed by City staff; but may also include a review by the City's legal counsel.
- Opinions (as requested) from the City attorney's office.
- Provide staff reports, scheduling of agenda items, and other legal notices and mail out and post any required notices.
- Provide any information regarding land subdivision, issuance of building permits and/or Certificates of Occupancy, as required.
- Provide descriptions of the improvements proposed to be included in the district.
- Assist Willdan with obtaining information from the County of Sacramento, as needed.

The City of Rancho Cordova acknowledges that Willdan shall be relying upon the validity and accuracy of the information provided by the City and its designees, and agrees that Willdan shall not be liable for any inaccuracies contained therein.

Exhibit B

FEES FOR SERVICES

District Administration Services

Fiscal-Years 2016/17, 2017/18, 2018/19, and 2019/20 Levies

Willdan Financial Services will perform the services denoted within our scope of services for Fiscal Years 2016/17, 2017/18, 2018/19 and 2019/20 for a **not-to-exceed fee of \$63,905**. This fee includes all direct expenses associated with the project.

The number of parcels and districts shown below are the basis of this agreement. Any substantial variation in number may cause a change in our fee structure. All hourly rates, fees and expense rates are subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) within the San Francisco-Oakland-San Jose area, as calculated by the United States Department of Labor. As the work progresses, these fees are payable on a **quarterly** percentage-completion basis, unless another billing format is mutually agreed upon between the City of Rancho Cordova and Willdan.

The following provides a breakdown of the not-to-exceed fee by fiscal year.

ANNUAL FEES						
Fiscal Year	District	No. of Parcels	Base Fee	Administration Fee	Reimbursable Expenses	Total Not-to-Exceed Fee
2016/17	Rancho Cordova Lighting District No. 2012-1 ⁽¹⁾ ⁽²⁾	21,124	\$10,000	\$11,201	\$3,848	\$15,049
2017/18	Rancho Cordova Lighting District No. 2012-1 ⁽¹⁾ ⁽²⁾	21,124	\$10,000	\$11,649	\$4,002	\$15,651
2018/19	Rancho Cordova Lighting District No. 2012-1 ⁽¹⁾ ⁽²⁾	21,124	\$10,000	\$12,115	\$4,162	\$16,277
2019/20	Rancho Cordova Lighting District No. 2012-1 ⁽¹⁾ ⁽²⁾	21,124	\$10,000	\$12,600	\$4,328	\$16,928
Total Not-to-Exceed Fee:						\$63,905

⁽¹⁾ April 2012, base CPI applies to base fee.

⁽²⁾ (Optional Services): Fee for optional handbill services is waived for the first 200 handbills. Thereafter, efforts to prepare and mail handbills shall be charged at our then-current hourly consulting rates (see "Additional Services" section), plus expenses.

Exhibit B

Reimbursable Expenses

Willdan Financial Services will be reimbursed for out-of-pocket expenses, fees are included in the above denoted not-to-exceed fee. The City will be billed the actual amount associated with the expense.

Examples of reimbursable expenses include, but are not limited to:

- Postage,
- Travel expenses,
- Mileage (current federal prevailing rate)
- Maps,
- Electronic data provided from the County and/or other applicable resources, and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work above will be at our then-current hourly rates (see "Hourly Rates" section).

In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

Additional Services

Hourly Rates

Additional services may be authorized by the City of Rancho Cordova and will be billed at our then-current hourly consulting rates below:

Title	Hourly Rate
Group Manager	\$ 210
Principal Engineer	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members



FROM: Adam U. Lindgren, City Attorney
Aaron Busch, Community Development Director

SUBJECT: ORDINANCE NO. 15-2015 OF THE RANCHO CORDOVA CITY COUNCIL AMENDING TITLE 23 OF THE RANCHO CORDOVA MUNICIPAL CODE TO REQUIRE A DISTANCE OF 250 FEET BETWEEN ESTABLISHMENTS SERVING ALCOHOL FOR ON-SITE CONSUMPTION AND ADULT BUSINESSES AT WHICH LIVE NUDE DANCING IS PERFORMED

RECOMMENDATION

Waive first reading and introduce by title only Ordinance 15-2015.

RESULT OF RECOMMENDED ACTION

Ordinance No. 15-2015 amends Title 23, the Zoning Code, to require a distance of 250 feet between businesses which serve alcohol for on-site consumption and adult businesses at which live nude dancing is performed. Approving the introduction and first reading of the ordinance will result in it returning to City Council for second reading and adoption at the next regularly scheduled meeting.

BACKGROUND

The City Council adopted Urgency Ordinance No. 26-2014 on September, 29, 2014, to prohibit establishments serving alcohol for on-site consumption from locating within 500 feet of adult businesses at which live nude dancing is performed and which are prohibited from serving alcohol pursuant to Section 143.3 of the California Code of Regulations. That moratorium was extended on November 3, 2014 for an additional 10 months and fifteen days in order to allow further study of the negative impacts that these types of businesses may have on the public health and safety when located in close proximity, and to further study and determine what local regulations may be necessary to ensure the protection of public health, safety and welfare.

The California Department of Alcoholic Beverage Control prohibits the sale of alcohol at establishments in which live nude dancing is performed pursuant to Administrative Rule 143.3 (4 C.C.R. section 143.3). Rule 143.3 is intended "to reduce the problems caused by [live nude] dancing in front of customers whose inhibitions and ability to control their impulses have been weakened by the consumption of liquor." *Dep't of Alcoholic Beverage Control v. Alcohol Beverage Control Appeals Bd.* (2002) 99 Cal.App.4th 880. ABC's adoption of Rule 143.3 was supported by substantial evidence that nude performances in conjunction with the sale of alcohol on-site led to not only lewd conduct "inside the premises, but also to prostitution, indecent exposure, and sexual

assault in the vicinity,” which ABC recognized as secondary effects. *Dep’t of Alcoholic Beverage Control v. Alcohol Beverage Control Appeals Bd.* (2002) 99 Cal.App.4th 880.

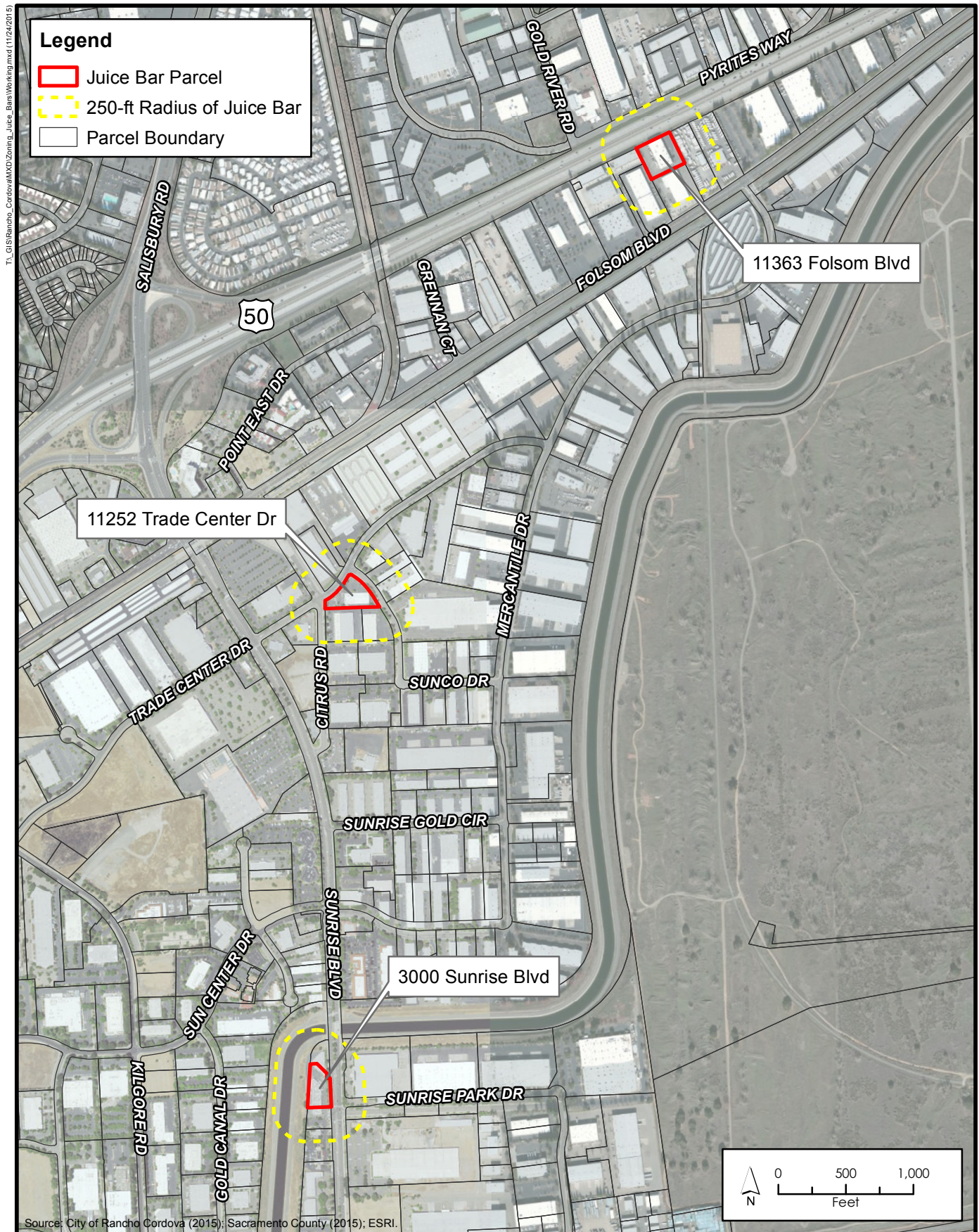
Subsequent to the adoption of the urgency ordinances described above, staff studied the issue of appropriate distance requirements between establishments serving alcohol for on-site consumption and adult businesses at which live nude dancing is performed. Based on that study, which included an examination of the zoning map and potential locations for such businesses, a distance of 250 feet between those businesses was found to be an appropriate distance. Because 250 feet is an easily walkable distance, the location of those businesses within that proximity would facilitate and encourage customers to consume alcohol at an establishment with on-site alcohol sales and then visit the adult business in an intoxicated state. This would be contrary to the intended effect of Rule 143.3 and lead to the secondary effects that Rule 143.3 is intended to prevent. Location of those businesses at a further distance would be less likely to result in the those secondary effects. Additionally, a required distance of 250 feet, rather than the 500 feet required by the moratorium, would effectively reduce secondary effects while less severely limiting the locations at which these businesses, particularly new restaurants and other businesses with on-site alcohol sales, could be located.

The attached ordinance will require a distance of at least 250 feet between any establishment which serves alcohol for on-site consumption and any adult business at which live nude dancing is performed in order to reduce the negative impacts caused by alcohol being sold and consumed on the premises of establishments in close proximity to businesses featuring live nude dancing.

ATTACHMENTS

1. Map showing a 250 foot radius around the specified adult businesses.
2. Ordinance No.15-2015.

2555060.1



City of Rancho Cordova
Planning Department

Figure #
Juice Bars and Vicinity

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING TITLE 23, ZONING CODE, OF THE RANCHO CORDOVA MUNICIPAL CODE
TO REQUIRE A DISTANCE OF 250 FEET BETWEEN ESTABLISHMENTS SERVING
ALCOHOL FOR ON-SITE CONSUMPTION AND ADULT BUSINESSES AT WHICH
LIVE NUDE DANCING IS PERFORMED**

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

Section 1. Purpose and Declarations.

WHEREAS, at its September 29, 2014, special meeting, the City Council of the City of Rancho Cordova adopted Urgency Ordinance 25-2014, pursuant to California Government Code section 65858, which imposed a 45-day moratorium on the establishment and operation of establishments serving alcohol for on-site consumption within 500 feet of adult businesses at which live nude dancing was performed; and

WHEREAS, at its November 3, 2014, meeting, the City Council of the City of Rancho Cordova adopted Ordinance 26-2014, which extended that moratorium for an additional ten months and fifteen days in order to allow the City to continue to study and evaluate potential measures to abate or control the negative effects associated with the sale of alcohol for on-site consumption in close proximity to adult businesses featuring live nude dancing; and

WHEREAS, the Department of Alcoholic Beverage Control ("ABC") expressly prohibits the sale of alcohol in establishments in which live fully nude dancers perform pursuant to Administrative Rule 143.3 (C.C.R. section 143.3) which aims "to reduce the problems caused by [live nude] dancing in front of customers whose inhibitions and ability to control their impulses have been weakened by the consumption of liquor." *Dep't of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Bd.* (2002) 99 Cal.App.4th 880, 891; and

WHEREAS, ABC'S adoption of Rule 143.3 was supported by substantial evidence that nude performances in conjunction with the on-site sale of alcohol led to not only lewd conduct "inside the business premises, but also to prostitution, indecent exposure, and sexual assault in the vicinity," which ABC recognized as secondary effects. *Dep't of Alcoholic Beverage Control*, (2002) 99 Cal. App. 4th at 888; and

WHEREAS, after studying the negative effects resulting from the operation of establishments serving alcohol for on-site consumption in close proximity to live nude adult businesses, such as prostitution, assaults, and drug transactions, the City Council has determined that it is necessary to prohibit the location of those businesses in close proximity to each other in order to protect the citizens of the City from the threats to the public health, safety and welfare posed when businesses with on-site alcohol sales and adult businesses featuring live nude dancing are located in close proximity to each other; and

WHEREAS the City considers establishments serving alcohol for on-site consumption located within 250 feet of those adult businesses to be in close proximity. Because 250 feet is an easily walkable, the distance would likely facilitate and encourage customers to consume alcohol at an establishment with on-site alcohol service in close proximity to the adult business and then visit

ATTACHMENT 2

the adult business in an intoxicated state. This would be contrary to the intended effect of Rule 143.3 and lead to the secondary effects that Rule 143.3 is specifically intended to prevent. Location of those businesses at a further distance would be less likely to result in the those secondary effects and a required distance of 250 feet, rather than the 500 feet required by the moratorium would effectively reduce secondary effects while less severely limiting the locations at which new businesses could be located; and

WHEREAS, the purpose of this ordinance is not to affect the conduct of the businesses at which live nude dancing occurs or to regulate the sales of alcohol, but is a valid exercise of the City's zoning power and is intended to reduce the negative impacts and effects caused by alcohol being sold and consumed on the premises of establishments in close proximity to businesses featuring live nude dancing.

Section 2. Amendment of Code. The section of Table 23.313-1 of the Zoning Code, entitled "Allowed Use and Permit Requirements for Mixed-Use Districts" which appears under the heading "Retail, Service, and Office Uses" is hereby amended to read as follows:

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	L	L	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	P ²	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	N	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclub ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Child Day Care Facility	AUP	AUP	AUP ²	AUP ²	AUP ²	P	C	C	

ATTACHMENT 2

Convenience Stores	L ²	L	L ²	L ²	L ²	L	L	L	
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{4, 2}	AUP ⁴	AUP ⁴	AUP ⁴	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	L ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	P	P	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	L ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	L ¹⁰	P	P	P	
Personal Services	P ^{5, 2}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	L	C	C	N	N	N	N	N	
Restaurants ²³	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	

ATTACHMENT 2

Veterinary Facility	L ²	P	P	P	L	L	P	P	
---------------------	----------------	---	---	---	---	---	---	---	--

Section 3. Amendment of Code. The Notes to Table 23.313-1 of the Zoning Code, entitled “Allowed Use and Permit Requirements for Mixed-Use Districts” are hereby amended to add a Note 23 to read as follows:

23. Uses which serve alcohol for on-site consumption and which have an “on-sale” license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to section 143.3 of the California Code of Regulations.

Section 4. Amendment of Code. The section of Table 23.316-1 of the Zoning Code, entitled “Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts” which appears under the heading “Retail, Service, and Office Uses,” is hereby amended to read as follows:

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales ¹⁰	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	L	
Art, Antique, Collectable	P	AUP	L	
Artisan Shops	P	AUP	L	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Banks and Financial Services	P	AUP	L	
Bars and Nightclubs ¹⁰	C	C	C	
Brew Pub ¹⁰	P	AUP	L	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	L	L	L	
Child Day Care Facility	P	C	N	
Convenience Stores	P	C	C	RCMC 23.910.020
Drive-in and Drive-through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2,8}	P ^{2,8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	

ATTACHMENT 2

Grocery Stores/Supermarket	P	L	L	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	L	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	L	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	AUP	L	
Offices, Business and Professional	P	AUP	L	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	L	
Restaurants ¹⁰	P	AUP	L	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	L	
Retail, Warehouse Club	P	AUP	L	
Tasting Room, Off-Site ¹⁰	P	AUP	L	
Veterinary Facility	P	P ²	P ²	

Section 5. Amendment of Code The Notes to Table 23.316-1 of the Zoning Code, entitled “Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts” are hereby amended to add a Note 10 to read as follows:

10. Uses which serve alcohol for on-site consumption and which have an “on-sale” license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to section 143.3 of the California Code of Regulations.

Section 6. Amendment of Code Subsection C of Section 23.919.060 of the Rancho Cordova Municipal Code, entitled “Sexually Oriented Businesses” is hereby amended to read as follows:

C. Location Conditions.

1. Sexually oriented businesses are permitted subject to compliance with the following conditions:

a. Such use is more than 1,000 feet from any residential zoning district as identified in Chapter 23.310 RCMC (amended June 2012)

ATTACHMENT 2

- b. Such use is situated more than 1,000 feet from any other sexually oriented business.
- c. Such use is located more than 1,000 feet from any of the following uses:
 - i. Single-family, duplex, or multifamily residences;
 - ii. Clinic, child/family guidance;
 - iii. Library;
 - iv. Public park
 - v. Church
 - vi. Citizens improvement club/community center
 - vii. Public or Private K-12 school
 - viii. Indoor or outdoor recreation facilities that are primarily designed to serve persons under the age of 18;
- d. If the use is an Adult live theater at which live nude dancing is performed, and which is subject to section 143.3 of the California Code of Regulations, the use is at least 250 feet from any business which serves alcohol for on-site consumption and is required to have an "on-sale" license from the California Department of Alcoholic Beverage Control.
- e. The 1,000-foot or 250-foot separation shall be measured as a radius from the primary entrance of the sexually oriented business to the property lines of the property so zoned or used.
- f. No more than three such uses shall be permitted within the boundary of the planning area for a community planning advisory council established by the city council pursuant to the Rancho Cordova Municipal Code.
- g. Such use is situated in either an LIBP, M-1 or M-2 land use zone.

Section 7. CEQA. Approval of the amendments in this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Section 8. Severability. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph,

ATTACHMENT 2

sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 9. 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 _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2550468.1

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Project Planner



SUBJECT: SUNRIDGE PLAZA TENTATIVE PARCEL MAP; PROJECT NO. DD9615 – LOCATED AT THE SOUTHWEST CORNER OF DOUGLAS ROAD AND SUNRISE BOULEVARD.

PROPERTY OWNER: Donahue Schriber Realty Group, L.P. Mr. Dave Mossman 200 E. Baker Street, Suite 100 Costa Mesa, CA 92626	APPLICANT/DEVELOPER: RSC Engineering, Inc. Ms. Tiffany Wilson 2250 Douglas Boulevard, Suite 150 Roseville, CA 95661
---	--

PROJECT: Sunridge Plaza Tentative Parcel Map FILE: DD9615 LOCATION: Southwest corner of Sunrise Boulevard and Douglas Road APN: 067-0030-038-0000 PLANNER: Nicholas Sosa, Project Planner
--

RECOMMENDATION

Adopt the Resolution No.142-2015.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No.142-2015 would approve the applicant's request to subdivide an undeveloped 13.5-acre parcel into ten (10) new parcels ranging from 0.17 acres to 3.39 acres. This is to allow for the sale, lease or finance of the individual buildings planned within a future shopping center on the southwest corner of Sunrise Boulevard and Douglas Road.

BACKGROUND

The City of Rancho Cordova received an application on September 30, 2015 requesting a Tentative Parcel Map to divide an existing 13.50+/- acre parcel into 10 individual parcels for a future shopping center at the southwest corner of Sunrise Boulevard and Douglas Road. The original Design Review for the Shopping Center was approved on April 19, 2004 (Project No. RC-03-028) along with a Conditional Use Permit for a proposed gas station. This approval included 1 major anchor building with 8 supporting buildings within the center. The applicant is now requesting that each building receive its own parcel to allow for the sale, leasing and financing of each property. The site is zoned Commercial Mixed Use (CMU) in the General Plan and General Commercial (GC) within the Rancho Cordova Zoning Code.

Figure 1: Project Site

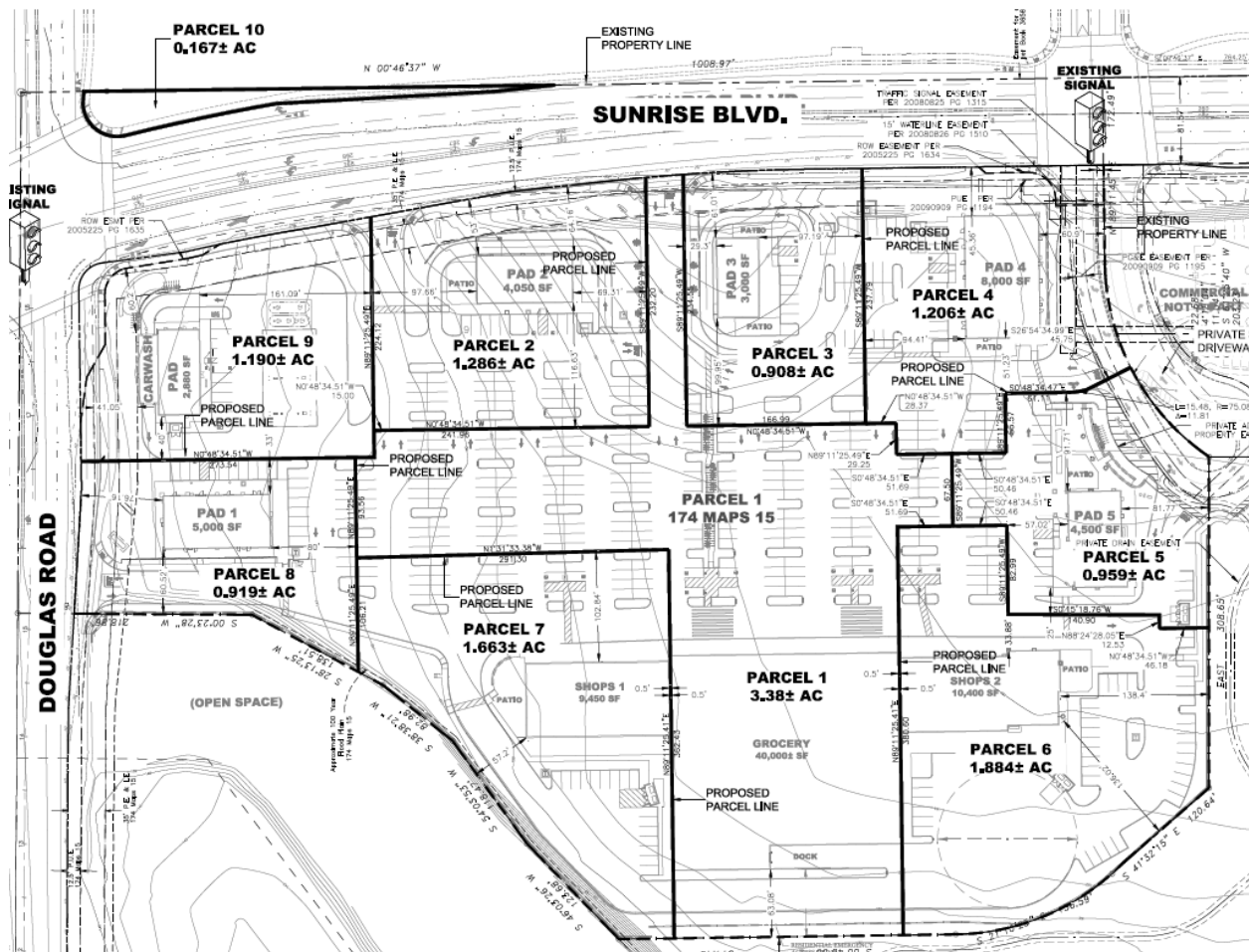


The new parcels are shown in Figure 2 and will include:

- § Parcel 1: A new 3.38 acre parcel which will contain an approximate 40,000 square foot anchor store facing Sunrise Boulevard.
- § Parcel 2: A new 1.286 acre parcel with a proposed 4,050 square foot building.
- § Parcel 3: A new 0.908 acre parcel with a proposed 3,000 square foot building.
- § Parcel 4: A new 1.206 acre parcel with a proposed 8,000 square foot building.
- § Parcel 5: A new 0.959 acre parcel with a proposed 4,500 square foot building.
- § Parcel 6: A new 1.884 acre parcel with a proposed 10,400 square foot building in line with the main anchor store.
- § Parcel 7: A new 1.663 acre parcel with a proposed 9,450 square foot building in line with the main anchor store.
- § Parcel 8: A new 0.919 acre parcel with a proposed 5,000 square foot building.
- § Parcel 9: A new 1.190 acre parcel with a proposed 2,880 square foot fuel station with a proposed convenience store, carwash and a 10 pump canopy.
- § Remainder Parcel (Parcel 10): the remainder 0.167 acre is bisected from the rest of the property by Sunrise Boulevard. This parcel is not developable on its own but would be sold to the adjacent property owner to incorporate into their adjoining property.

The application was routed to the City's commenting agencies and reviewed for environmental concerns.

Figure 2: Proposed (10) Parcel Subdivision



REQUIRED PERMITS AND REGULATORY BASIS

According to the State Subdivision Map Act and Municipal Code, a commercial parcel may be subdivided into multiple separate lots with a Subdivision Map, guided by the following provisions:

1. Subdivision Map Act
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.
3. RCMC Title 23, Zoning

ANALYSIS

The applicant is requesting approval of a Tentative Parcel Map to divide an undeveloped 13.5+/- acre into 10 parcels with the tenth parcel to be undevelopable on its own but will be sold to the neighboring property. No physical improvements or changes in use are proposed at this time.

General Plan: The project site is located in the CMU (Commercial Mixed Use) designation of the City's General Plan. The Commercial Mixed-Use category encourages the integration of retail service commercial uses with office and/or residential uses. In mixed-use projects, a commercial use is the predominant use on the ground floor.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
Southwest corner of Sunrise Boulevard and Douglas Road (Project Site)	Undeveloped Land (Proposed Shopping Center)	CMU (Commercial Mixed Use)	GC (General Commercial)
North	Douglas Road and Undeveloped Land	SBSPA (Sunrise Boulevard South Planning Area)	POS (Parks and Open Space)
East	Sunrise Boulevard and Undeveloped Land	CMU (Commercial Mixed Use)	GC (General Commercial)
South	Existing Walgreens and Undeveloped Land	CMU (Commercial Mixed Use)	LC-SDSP (Limited Commercial –Sunridge Specific Plan) and GC (General Commercial)
West	Open Space and Undeveloped Land	CMU (Commercial Mixed Use)	LC- SDSP (Limited Commercial – Sunridge Specific Plan and POS (Parks and Open Space)

Zoning Code: The project site is zoned GC (General Commercial) which is consistent with the General Plan commercial mixed-use designation by providing locations for a wide variety of commercial uses and some higher density residential uses. The purpose of this zone is to provide an area for general commercial and heavier types of commercial uses. The most appropriate location for this district is along major streets or in commercial areas where the heavier uses permitted would not adversely affect surrounding properties.

No physical improvements are included with this lot split. All parcels will contain a reciprocal parking and access agreement to integrate parking and meet required zoning code requirements. All proposed buildings have been subject to Design Review (RC-03-028) which was approved on April 19, 2004. Any changes to these designs must be reviewed by staff for consistency and comparability.

Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a tentative parcel map application.

FISCAL IMPACT

The City anticipates that this project will result in additional revenues created from the potential sale of the new parcels and through taxes collected for each new parcel.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) per section 15183 “Projects Consistent with a Community Plan, General Plan, or Zoning” and adopt Resolution Number 142-2015 approving the Tentative Parcel Map for Sunridge Plaza DD9615, subject to the findings, Tentative Parcel Map (**Exhibit A**) and Conditions of Approval (**Exhibit B**).”

ATTACHMENTS

1. Resolution 142-2015, including Tentative Parcel Map (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. 500’ Radius Map and Labels.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 142-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE SUNRIDGE PLAZA TENTATIVE PARCEL MAP, PROJECT NO. DD9615**

WHEREAS, Tiffany Wilson of the RSC Engineering, Inc. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a 10 lot Tentative Parcel Map for the Sunridge Plaza Shopping Center, located at the Southwest corner of Sunrise Boulevard and Drive (Assessor's Parcel Number: 067-0030-038-0000); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize that the Council approves the Sunridge Plaza Shopping Center Tentative Parcel Map (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning, as supported by the following:

The property is in an urbanized area zoned for general commercial and mixed uses. The division of one lot into 10 parcels is in conformance with the General Plan and Zoning standards as no variances or exceptions are required. All services and access to the proposed parcels to local standards are available.

- B. Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

1. Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. There are currently no buildings on site. A Design Review was complete on April 19, 2004 (RC-03-028) which proposes buildings to be constructed on nine parcels and the remaining parcel will be sold to an adjacent property. All lots are consistent with the existing development standards of the General Plan designation of Commercial Mixed Use (CMU) and the zoning designation of General Commercial (GC). No physical improvements are proposed as part of this map.

ATTACHMENT 1

2. Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The proposed Tentative Parcel Map is consistent with the existing development standards of the General Plan designation of CMU and the zoning standards of the General Commercial (GC) zone.

3. Finding: That the site is not physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The existing parcel will be split into ten parcels. There are no buildings currently onsite and the remainder parcel across Sunrise Boulevard will be sold to an adjacent property. Each new parcel will be supported by cross access parking and existing utilities for future development.

4. Finding: That the site is not physically suitable for the proposed density of development.

Evidence: The site is physically suitable for the proposed density of development. The proposed Tentative Parcel Map will divide the existing parcel into ten commercial lots. No additions or physical improvements are proposed at this time. The approved parking and vehicular access drives will be reciprocally joined for common use and maintenance as a condition of the map.

5. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently undeveloped containing hard packed surfaces without any sensitive plant and/or wildlife. The proposed project can be found exempt from environmental review pursuant to Section 15183 of the California Environmental Quality Act.

6. Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Evidence: The subdivision of one parcel into ten new parcels would allow the future buildings to be placed on individual lots to allow for the sale, lease or finance of each proposed building. The proposed Tentative Parcel Map does not include any physical change and will not disturb any previously undisturbed area. No public health problems will result from approval of the subdivision map.

7. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

ATTACHMENT 1

Evidence: No change is proposed with this subdivision and a condition has been placed on the project to ensure the access and shared parking remains for all businesses prior to sale of the new parcels.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2015 by the following vote:

AYES:

NOES:

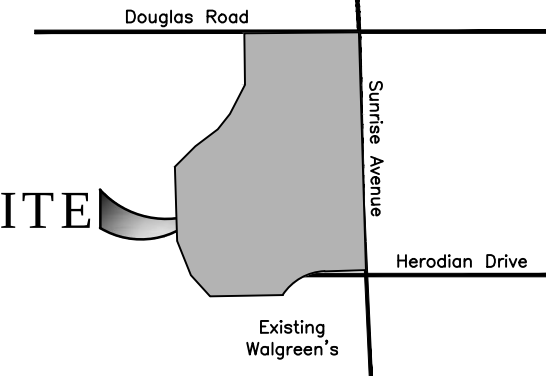
ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk



VICINITY MAP
NO SCALE

PROJECT SUMMARY:

OWNER/APPLICANT
DONAHUE SCHRIER REALTY GROUP, L.P.
200 E. BAKER STREET, SUITE 100
COSTA MESA, CA 92626
(714) 545-1400

ENGINEER
RSC ENGINEERING, INC.
ATTN: TIFFANY WILSON
2250 DOUGLAS BLVD., STE.
ROSEVILLE, CA 95661
(916) 788-2884
T.WILSON@RSC-ENGR.COM

APN
067-0030-038

ZONING:
SUNRIDGE GENERAL COMMERCIAL (SGC) OVERLAY

LAND USE CLASSIFICATION:
SUNRIDGE COMMERCIAL AND OFFICE

AREA:
13.562± ACRES (NET)

<u>NET ACREAGE:</u>	
PARCEL 1	3.380± ACRES
PARCEL 2	1.286± ACRES
PARCEL 3	0.908± ACRES
PARCEL 4	1.206± ACRES
PARCEL 5	0.959± ACRES
PARCEL 6	1.884± ACRES
PARCEL 7	1.663± ACRES
PARCEL 8	0.919± ACRES
PARCEL 9	1.190± ACRES
PARCEL 10	0.167± ACRES
TOTAL	13.562± ACRES

NOTES:

1. A CROSS ACCESS AGREEMENT WILL BE
PREPARED FOR THE PROJECT
2. PRIVATE ITEMS PER CC&R'S RECORDED BOOK
20040514 PG 1539

UTILITY PROVIDERS

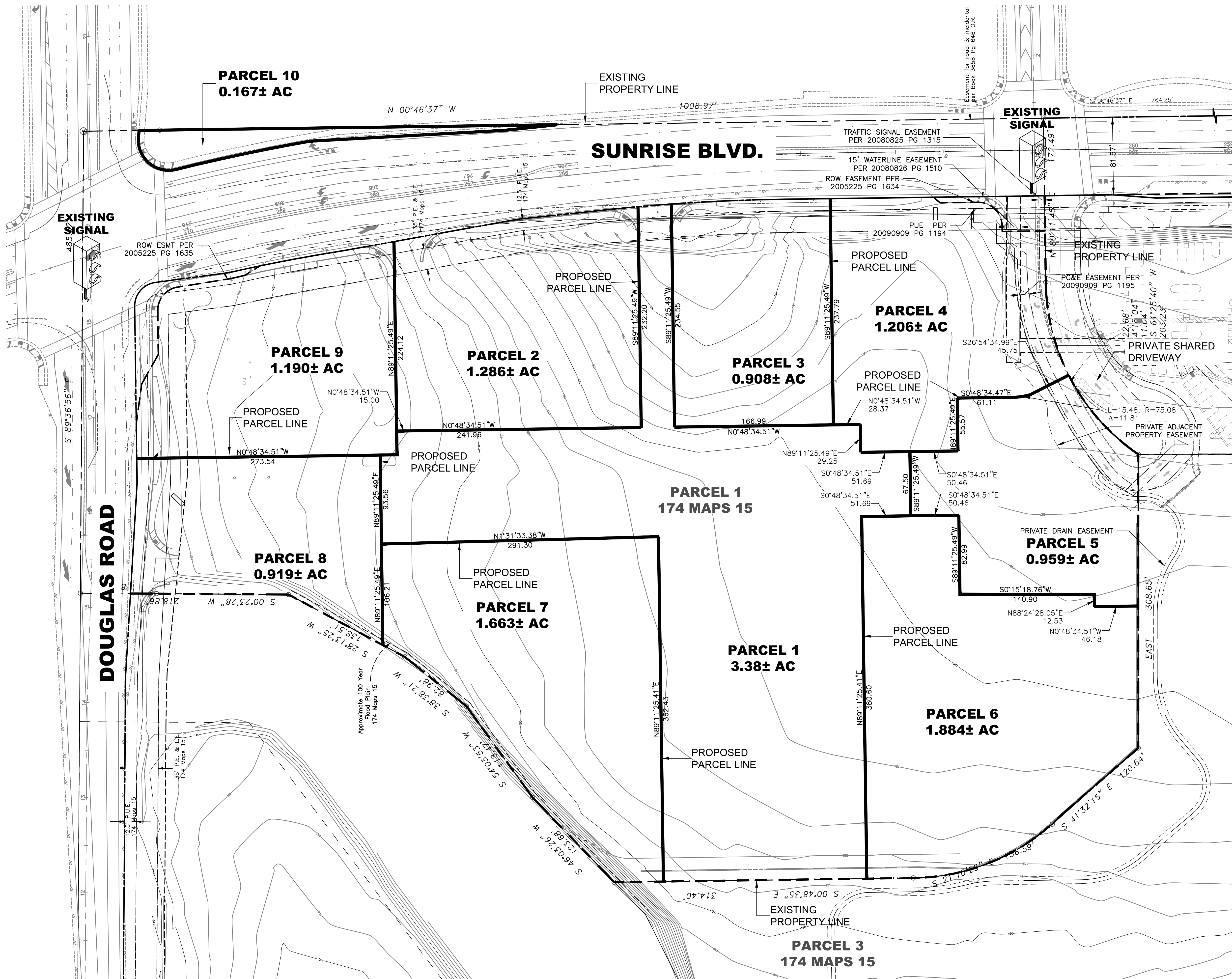
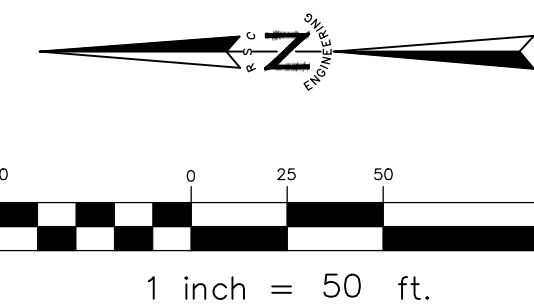
WATER	SCWA
SEWER	SASD
DRAINAGE	CITY OF RANCHO CORDOVA
FIRE	SAC METRO FIRE DISTRICT
GAS	PG&E
ELECTRIC	SMUD
TELEPHONE	AT&T
CABLE	COMCAST
PARKS	CORDOVA RECREATION & PARK DISTRICT
SCHOOLS	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

LEGEND:

EXISTING BOUNDARY - - - - -

PROPOSED PARCEL LINE _____

EXISTING EASEMENT - - - - -



TENTATIVE PARCEL MAP
SUNRIDGE PLAZA
S.W. CORNER OF SUNRISE BLVD. &
DOUGLAS RD.
RANCHO CORDOVA, CA

SHEET TITLE
TENTATIVE
PARCEL MAP

SHEET NO. TM 113

DATE: NOVEMBER 18, 2015



OWNER/APPLICANT
DONAHUE SCHRIER REALTY GROUP, L.P.
200 E. BAKER STREET, SUITE 100
COSTA MESA, CA 92626
(714) 545-1400

ENGINEER
RSC ENGINEERING, INC.
ATTN: TIFFANY WILSON
2250 DOUGLAS BLVD., STE. 150
ROSEVILLE, CA 95661
(916) 788-2884
T.WILSON@RSC-ENGR.COM

APN
067-0030-038

ZONING:
SUNRIDGE GENERAL COMMERCIAL (SGC) OVERLAY

LAND USE CLASSIFICATION:
SUNRIDGE COMMERCIAL AND OFFICE

AREA:
13.562± ACRES (NET)

<u>NET ACREAGE:</u>	
PARCEL 1	3.380± ACRES
PARCEL 2	1.286± ACRES
PARCEL 3	0.908± ACRES
PARCEL 4	1.206± ACRES
PARCEL 5	0.959± ACRES
PARCEL 6	1.884± ACRES
PARCEL 7	1.663± ACRES
PARCEL 8	0.919± ACRES
PARCEL 9	1.190± ACRES
PARCEL 10	0.167± ACRES
TOTAL	13.562± ACRES

NOTES:

1. A CROSS ACCESS AGREEMENT WILL BE PREPARED FOR THE PROJECT
2. PRIVATE ITEMS PER CC&R'S RECORDED BOOK 20040514 PG 1539

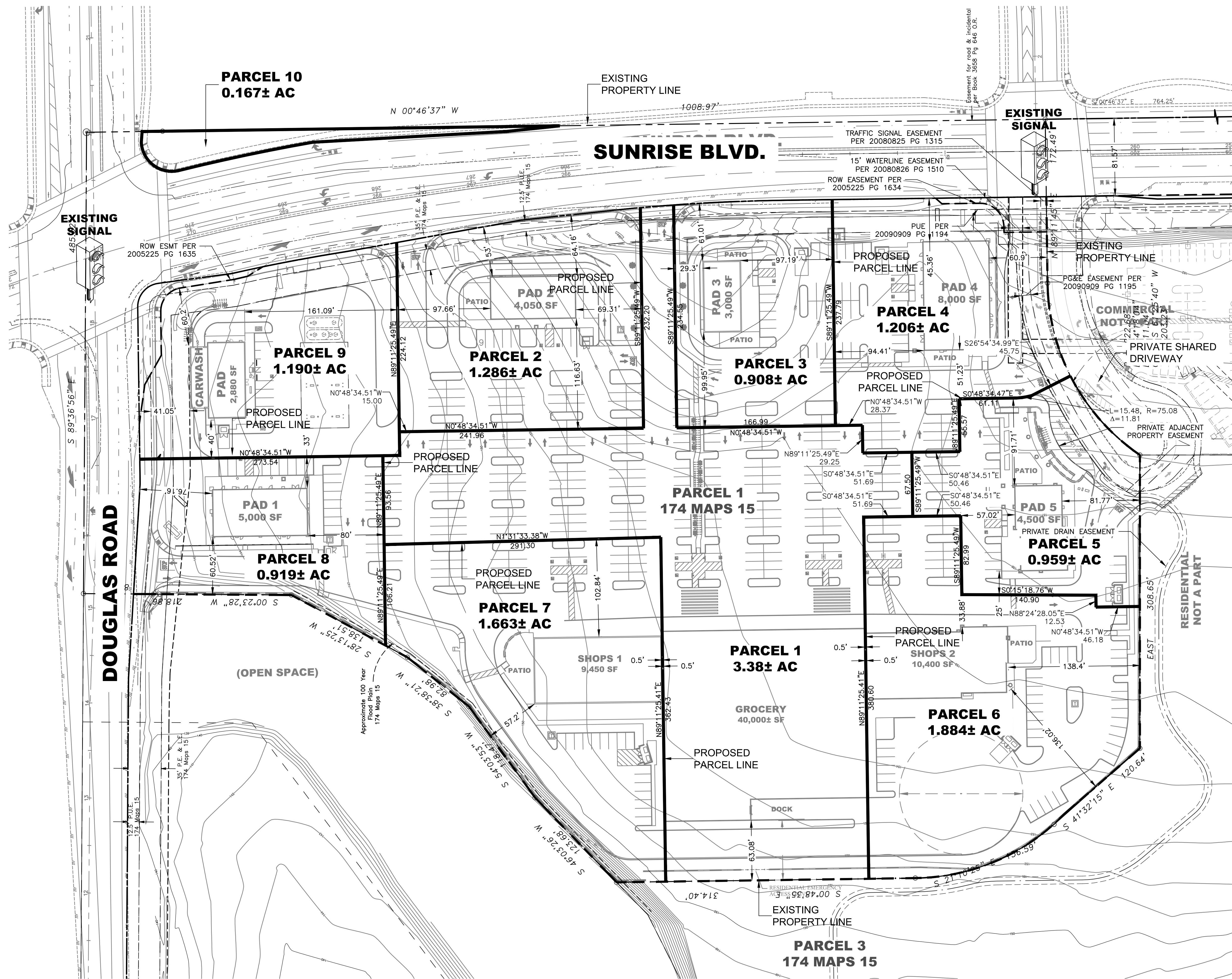
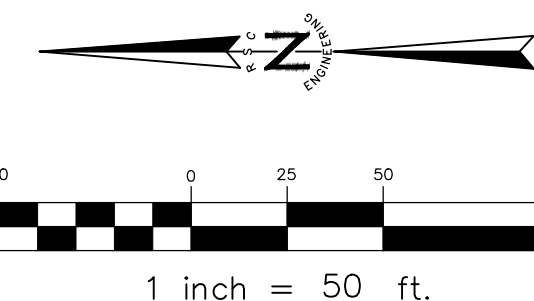
<u>UTILITY PROVIDERS:</u>	
WATER	SCWA
SEWER	SASD
DRAINAGE	CITY OF RANCHO CORDOVA
FIRE	SAC METRO FIRE DISTRICT
GAS	PG&E
ELECTRIC	SMUD
TELEPHONE	AT&T
CABLE	COMCAST
PARKS	CORDOVA RECREATION & PARK DISTRICT
SCHOOLS	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

LEGEND:

EXISTING BOUNDARY - - - - -

PROPOSED PARCEL LINE _____

EXISTING EASEMENT - - - - -



TENTATIVE PARCEL MAP
SUNRIDGE PLAZA
S.W. CORNER OF SUNRISE BLVD. &
DOUGLAS RD.
RANCHO CORDOVA, CA

SHEET TITLE
TENTATIVE
PARCEL MAP

SHEET NO.
TM: 114
DATE: NOVEMBER 18, 2015

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a Tentative Parcel Map, to subdivide one (1) parcel (APN 067-0030-038-0000) into ten (10) parcels, as described in the City Council staff report dated December 7, 2015 and Tentative Subdivision Map (Exhibit A) submitted September 30, 2015 with the conditions herein, for project number DD9615.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
5.	Construction of these undeveloped parcels shall follow all standards, regulations, and conditions of the previously approved design review (RC-03-028). Any proposed changes must be	Design Review	On-Going	Planning	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	approved through Planning Department review.				
6.	Applicant must adhere to all necessary building upgrades and requirements needed for proposed buildings on parcels 1, 6 and 7 due to proximity to new property lines.	Construction	On-Going	Planning/ Building	
Prior to Recordation of the Subdivision Map					
7.	The Tentative Parcel Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Subdivision	Three years, commencing with the date of approval.	Planning/Pu blic Works	
8.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or reconveyance of said parcels." Any change in tenant parking must be reviewed and approved by the Planning Department prior to occupancy of the buildings.	Access and Parking	Prior to Recordation of the Subdivision Map	Public Works/Plan ning	
9.	Dedicate a standard 12.5-foot Public Utility Easement for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles and overhead and underground wires and conduits for electrical, television and telephone services and appurtenances adjacent to all public drive.	Utilities	Prior to Recordation of the Subdivision Map	Public Works	
10.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanisms as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the SWU annexation not to exceed \$7,000 per annexation.	Drainage	Prior to final map or issuance of building permit, whichever occurs first	Public Works	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
11.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for fair share of existing and all new public improvements associated with the project including, but not limited to, streets bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations street lights and safety lights, and public frontage and median landscape improvements, and trails. This may be accomplished through annexation to the City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the CFD annexation not to exceed \$7,000 per annexation.		Prior to final map or issuance of building permit, whichever occurs first	Public Works	
12.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.		On-Going	Public Works	
13.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Install pavement widening, type 2 curb and gutter and 7 foot separated sidewalk on Sunrise Boulevard and Douglas Road in accordance with City standards. The planter strip shall be minimum 8 feet wide. • Along the Douglas Road property frontage install roadway frontage improvements in their ultimate location that provides for three through lands, a dedicated bike lane with bike detection and a right turn lane. Perform signal modification as necessary to accommodate. • Along Sunrise Boulevard construct frontage improvement to		Prior to Issuance of Building Permits	Public Works	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	provide 3 through lanes and a bike lane. - Where newly constructed asphalt results in a seam, grind and pave a minimum two inches deep to place the seam under the nearest lane line. - Install curb, gutter and sidewalk on Herodian Drive. - Utility laterals - Install Type B Driveways per standards. - Provide street lighting as required by the City of Rancho Cordova Code. Street Lighting shall conform to all City improvement standards, and necessary easements shall be granted to accommodate those standards. - All overhead utilities shall be undergrounded. Prior to approval of the improvement plans and undergrounding plan shall be provided for Public Works review and approval. The plan shall include, but is not limited to, all facilities to be removed and any additional facilities required in order to accommodate the undergrounding. - A note shall be placed on the parcel map summarizing the required public improvements. - Public improvement plans shall clearly delineate all transitions to existing improvements. - All improvements to be designed and constructed to the satisfaction of the Public Works Department.				
Prior to Approval of Improvement Plans					
14.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.		Prior to approval of improvement plans	Public Works	
15.	All landscape strips, medians, etc that contain trees shall be designed with continuous root barriers		Prior to approval of improvement plans	Public Works	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
16.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.		Prior to final building inspection of the first unit	Public Works	
17.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the Public Works Department shall be submitted and approved by the Public Works Department		Prior to approval of improvement plans	Public Works	
18.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department		Prior to approval of improvement plans	Public Works	
19.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.		Prior to approval of improvement plans	Public Works	
20.	Designer shall certify that installed landscaping conforms to the City water conserving landscape requirements		Prior to final building inspection	Public Works	
21.	Number, size, and location of driveways are subject to approval by the Public Works Department.		Prior to Improvement Plans	Public Works	
22.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or reconveyance of said parcels.		Prior to approval of the Final map	Public Works	
23.	Incorporate permanent storm water quality treatment measures into the site improvement plans in conformance with applicable County ordinances & standards, and state and federal law.		Prior to improvement plans	Public Works	

Conditions of Approval

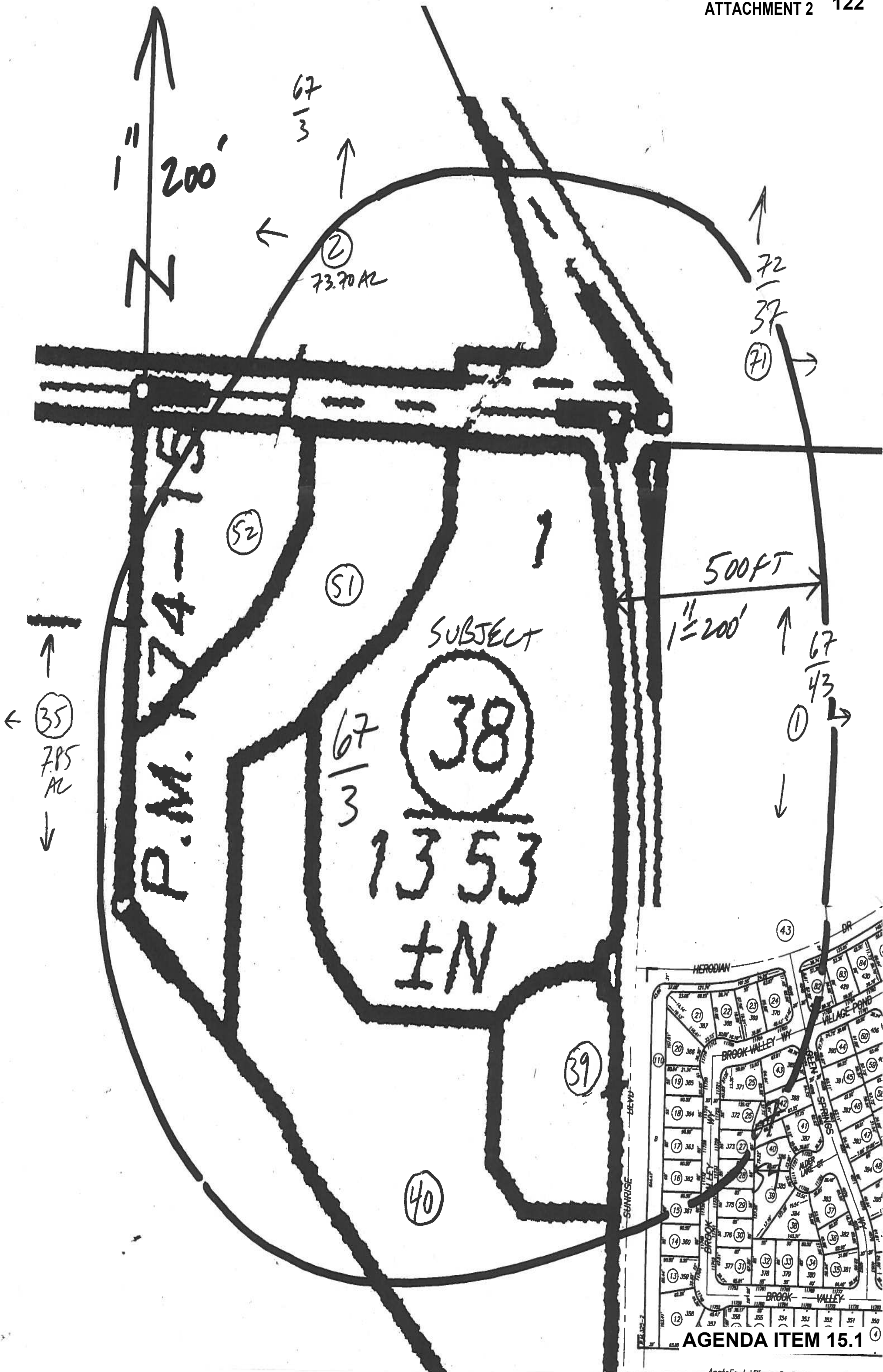
EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
24.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the Public Works Department not including paint which reads "No Dumping-Flows to Creek" or other approved message at each storm drain inlet.		Prior to Improvement Plans	Public Works	
Prior to Construction					
25.	Both the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD) reviewed the subject documents and have the following comments. • Connection to the SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction. • Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line. • In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure inclusive of a will be required. Sewer infrastructure shall be constructed as per the approved sewer study. • Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD • The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative	Infrastructure	On-Going	SASD	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be a responsibility of successors in interest in future land transfers and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete. • The collector sewer system for the project will not be accepted for operation and maintenance until downstream sewer system and pump station serving the project is also accepted for operation and maintenance. All sewer facilities shall be accepted for operation and maintenance prior to issuance of a building permit. • Developing this property will require payment of sewer impact fees to both SASD and SRCSD, in accordance with each District's Ordinances. Applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.				



067-0030-038
DONAHUE SCHRIBER RLTY GROUP L P
5694 MISSION CTR #800
SAN DIEGO CA 92108

067-0030-039
OCCUPANT
4050 SUNRISE BLVD
MATHER CA 95655

067-0030-071
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

067-0540-014
ELIZABETH & JERMAINE M SHEPPARD
11740 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-016
OCCUPANT
11732 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-019
MECHELLE D JOHNSON
11720 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-022
RICHARD A & KIM M MARTIN
11708 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-025
BAMBANG KUSUMO
11721 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-028
JESUS M & MADELINE T SIDECO
11733 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-040
OCCUPANT
11721 ALDER LAKE CT
RANCHO CORDOVA CA 95742

067-0030-002/0540-109,110
CORDOVA PARK AND RECREATION
DISTRICT
2729 PRSPCT PARK DR #230
RANCHO CORDOVA CA 95670

067-0030-040
SUNDANCE SACRAMENTO RHNC
1990 3RD ST #400
SACRAMENTO CA 95811

067-0430-001
ANATOLIA LLC
7700 COLLEGE TOWN DR #101
SACRAMENTO CA 95826

067-0540-015
PHIEM H TRAN
11736 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-017
OSCAR & LYDIA UNTALASCO
10116 COUNTRYSIDE WAY
SACRAMENTO CA 95827

067-0540-020
PAWAN KUMAR
11716 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-023
REBECCA A ASP
11704 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-026
GENNADIY & EMMA TARVERDYAN
11725 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-029
ERNESTO V & NATIVIDAD P EVANGELISTA
11737 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-042
RAJIV & SANGITA ARYA
4058 GLEN SPRINGS WAY
RANCHO CORDOVA CA 95742

067-0030-039
KOIDACKEL LLC
PO BOX 1159
DEERFIELD IL 60015

067-0030-051,052
CSS PROPERTIES LLC
950 GLENN DR #250
FOLSOM CA 95630

067-0540-013
ANTHONY & LINDSAY KING
11744 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-016
MOTASIM EL HASSAN
PO BOX 1795
FOLSOM CA 95763

067-0540-018
ADINA VARAREANU
11724 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-021
SORGEA FAMILY TRUST
11712 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-024
RYAN & MOHINITA SINGH
11700 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-027
ALBERTO GARCIA
11729 BROOK VALLEY WAY
RANCHO CORDOVA CA 95742

067-0540-040
JACK S JOSE
1311 CHIGNAHUAPAN WAY
ROSEVILLE CA 95747

067-0540-043
OCCUPANT
4054 GLEN SPRINGS WAY
RANCHO CORDOVA CA 95742

067-0540-043
STUART C NOLTING REVOCABLE LIVING
TRUST
7411 APRIL ST
ORANGEVALE CA 95662

067-0540-082
CHRISTIAN AMPANIA
8513 THORNBERRY DR
ANTELOPE CA 95843

067-0540-082
OCCUPANT
11798 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

072-0370-071
ELLIOTT WHITEROCK LLC
340 PALLADIO PKWY #521
FOLSOM CA 95630

a fresh take.
RANCHO CORDOVA
 CALIFORNIA

PROPERTY OWNERS: Beazer Homes 1731 Roseville Parkway, Suite 140 Roseville, CA 95661	APPLICANT/DEVELOPER: A.G. Spanos Companies Mr. Tom Allen 10100 Trinity Parkway, 5th Floor Stockton, CA 95219
---	---

AGENDA ITEM 15.2

- c. Introduce and waive first reading of Ordinance No. 17-2015 Adopting a Second Amendment to the Development Agreement for the Capital Village Special Planning Area; and
- d. Approve Resolution No. 147-2015 Approving Major Design Review and Conditions of Approval for the 199-unit, 4- to 5-Story Market Rate Apartment Complex With a 7,080-Square Foot Clubhouse and Outdoor Pool, Including a Parking Adjustment, on 5.12 acres within the Capital Village Special Planning Area.

OR

- 2. If significant changes are required for City Council approval, direct staff and the applicant on how the City Council would like to improve the project for final decision and continue the item to a future meeting; OR
- 3. If Council finds that the proposed project is not consistent with the “live-work” vision and criteria for this site within the adopted Special Planning Area, it may recommend denial of the project.

RESULT OF RECOMMENDED ACTION

- 1. Approval of project would allow the applicant to submit applications for building permits and improvement plans to construct a new 199-unit; 4-5 story market rate housing complex with a clubhouse, pool area, parking, and landscaping on an undeveloped 5.12 acres of land at the southwest corner of Bridgeway Drive and Data/Disk Drive. The adjustment permit would allow a reduction to the required amount of parking for the apartment complex.
- 2. Granting of the continuance would reschedule this item to the January 19, 2015 City Council meeting, or later if desired by Council. Staff and the applicant would prepare a formal response to the City Council's direction for a possible final decision of approval or denial.
- 3. If Council finds that the proposed project does not correspond with the “live-work” vision and criteria for this site within the adopted Special Planning Area, a recommendation to deny the project would not allow the applicant to proceed.

BACKGROUND

The Capital Village Special Planning Area was approved in 2005 and outlined the vision for the mixed use, multi density community with development standards and funding mechanisms in place to achieve that vision. While completion of the community plan was stalled due to the national housing recession, the recent improvement in the economy has led to new construction that would complete the original vision of the 2005 plan. One of the remaining vacant parcels for this community plan is the 5.12 acre (**Figure 1**) project site zoned “Loft” district. This site was originally conceptualized to include mixed use buildings with underground parking, retail on the ground floor, and residential loft units on the upper floors. While there are few design and development standards for this designation, residential uses were permitted up to 40 units/acre with a 150-foot maximum building height. The subject property is bounded by Data and Disk Drives to the north, Bridgeway Drive and Village Green Park to the east, Capital Village Lane to the south, and existing commercial development to the west.

On May 18, 2015 staff presented a discussion item to the City Council in anticipation of an impending application for the proposed 194-unit, 4-story market rate housing project. At that meeting, the City Council directed staff to involve the surrounding community to assure any potential concerns or impacts would be addressed prior to presenting a future application to the City Council for consideration. Since that date, there has been considerable activity associated with the subject property. Below is a brief outline of the events since the initial City Council meeting.

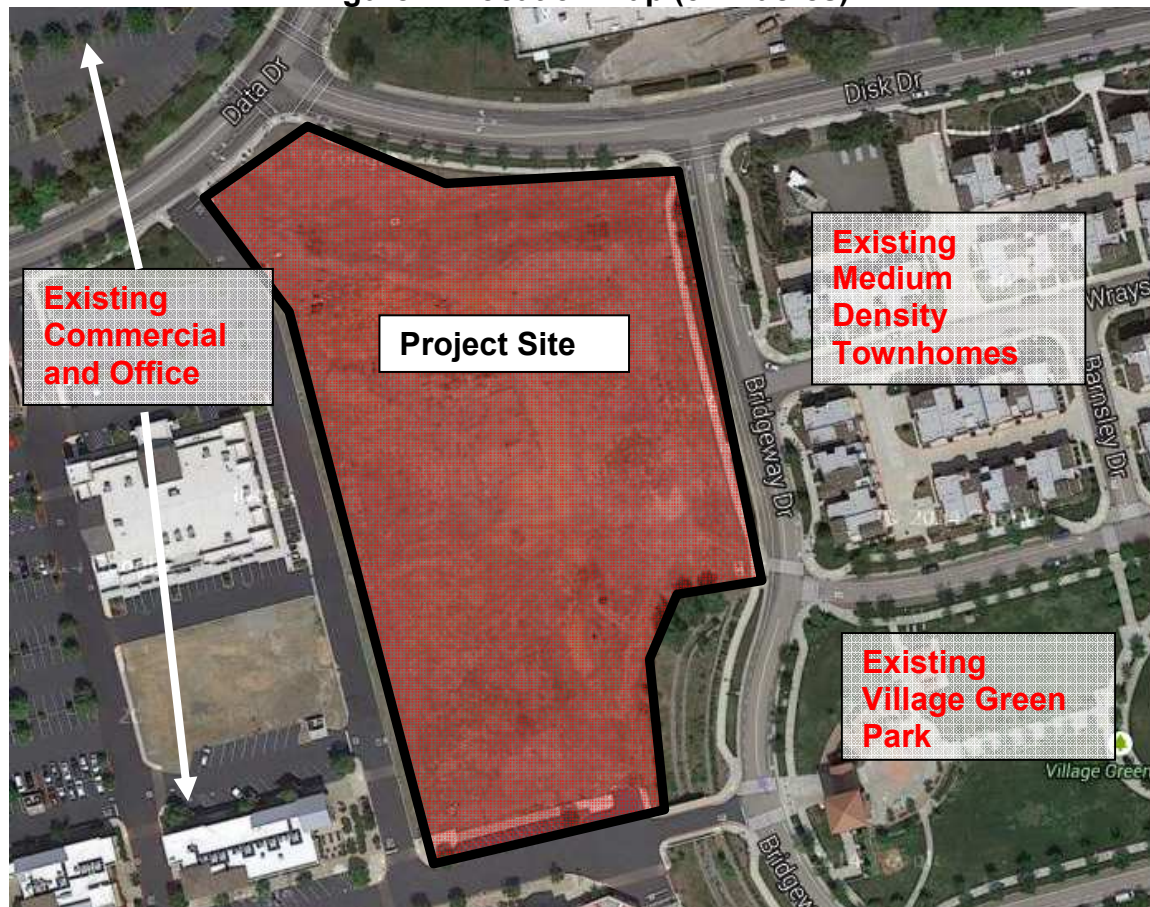
- May 18, 2015: Staff shared the Council's comments about the conceptual project with the applicant.
- May 20, 2015: A formal application was made to the City by AG Spanos for the 194 unit apartment project.
- June 23, 2015: The applicant hosted a neighborhood meeting to introduce the project to the residents and collect feedback on the proposed plan.
- June 25, 2015: City staff provided the applicant a comment letter based on the initial submittal.
- July 2015: The applicant provided a summary letter of the issues heard at the June 23rd neighborhood meeting.
- September 18, 2015: The applicant resubmitted plans based on staff's comment letter and the issues heard at the neighborhood meeting.
- October 15, 2015: Staff presented the revised plan to the residents and business community for input and feedback on the project's changes and findings of staff's initial review.
- October 27, 2015: Staff presents the revised plans and summary of the project at a City Council work session for comment and direction moving forward. The City Council provided the applicant and staff specific with comments on what their expectations were for the project and what they would like to see improved upon. These comments are included on **Attachment 12**.

Following the October 27th work session, the applicant provided the following items in response to the Council's comments: revised elevations; detail on the economic reasoning for selecting the site and design; revised parking analysis, added amenities; and, other responses to the direction given by the City Council. In addition, to add more parking, the applicant revised the western building adjacent to the commercial property to include internal ground floor parking and relocated the ground floor units to a new 5th floor. This will add 5 new units, for a new total of 199 units, and add 25 ground floor parking spaces. A detailed description is described in the analysis section below and the project has been reviewed by all departments and applicable agencies for its consistency with all Federal, State, and local regulations.

REQUIRED PERMITS AND REGULATORY BASIS

Approval of this request would require the following entitlements:

- **Addendum to Capital Village Mitigated Negative Declaration.**
- **Special Planning Area (SPA) Amendment:** The project area is zoned "loft" which is consistent with the City's Commercial Mixed Use (CMU) zone. An amendment to the

Figure 1: Location Map (5.12 acres)**Table 1: Surrounding Designations and Existing Uses**

Location	Existing Use	General Plan Designation	Zoning Designation
Project Site	Undeveloped 5.12-acre parcel.	CVSPA-Commercial Mixed Use (Capital Village Special Planning Area)	Loft
North	Existing Office and Commercial Spaces (Zinfandel Place) with Parking area and Landscaping.	DTPA (Office Mixed Use-Downtown Planning Area)	OPMU (Office Professional Mixed Use)
East	Existing Capital Village Townhomes (13-15 units/ac)	CVSPA-Medium Density Residential (MDR)	CVSPA/Park and Townhome District
South	Lowe's Home Improvement Store and Capital Village Main Street	CVSPA/ MDR/DTPA (Local Town Center-Downtown Planning Area)	CVSPA/C-MS (Commercial Main Street)
West	Existing Capital Village Office and Commercial buildings	CVSPA/ DTPA (Local Town Center-Downtown Planning Area)	CVSPA/C-MS (Commercial Main Street)

SPA has been proposed to allow high density housing as a permitted use instead of just the Loft/Commercial Mixed Use (CMU) with the same density standard. A detail of the revised language is included in **Attachment 2, Exhibit 2A**.

- **Development Agreement (DA) amendment:** Similar to the SPA amendment, this would amend the “permitted uses” section to include high density housing instead of just CMU.
- **Major Design Review Permit:** Required for the construction of a 4-5 story apartment complex with parking area and landscaping. A traffic report has been prepared for the submittal.
- **Adjustment Permit (Parking):** Required to address the project’s parking shortfall which, based on the conceptual site plan, would be approximately 11%.

Permits Required after Approval:

- Improvement Plans/Grading Permit
- Building Permit

ANALYSIS

General Plan:

The project site is within the Capital Village Special Planning Area which designates the site as commercial mixed use and “Loft” zoning. The site’s land use designation was amended from the County designation of light industrial per the Capital Village Special Planning Area 2005 adoption. There are little details in the Capital Village Special Planning Area for the specific land use. The proposed project is consistent with the overall zoning and land use policies of the General Plan and the Special Planning Area in that it would add a higher-density residential component—currently lacking in the immediate area—to the planning area, which was established to create a mixed-use and multi-density community.

Compliance with Housing Element:

The following General Plan housing policies apply to the proposed project:

- *Policy H.1.2* – Maintain adequate sites that support a range of housing types appropriate for the City’s housing needs, taking into account employment projections, household growth, and the City’s share of regional housing needs.
- *Policy H.1.4* – Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.
- *Policy H.3.1* – Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents.
- *Policy H.4.1* – Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.
- *Regional Housing Needs Allocation (RHNA):* This involves the state’s housing requirement for Rancho Cordova. As discussed in the City’s Housing Element Appendix A, the project site was estimated to contain 138 market rate units that could be calculated as helping to meet the City’s state housing requirement for market and above market rate housing.

The proposed project is consistent with the policies of the Housing Element in that it allows for high-density housing on a site zoned for mixed-use development within walking distance to employment centers, shopping centers and transit routes. Such housing advances the Housing Element policies because it adds to the City's mix of housing needs, promotes higher density housing in close proximity to regional transit, and helps the City meet its requirements to provide market rate housing under its Regional Housing Needs Allocation.

Special Planning Area Amendment:

The Special Planning Area standards do not currently include high density residential under permitted uses for the Loft district. Included in **Attachment 2, Exhibit 2A**, the main change to the Special Planning Area standards is to add "High Density Housing" by right. Minor changes have also been added to update the general design criteria for the CVSPA Loft zone.

Zoning (Special Planning Area):

The project is also generally consistent with the zoning for this location under the General Plan as well as the Special Planning Area designations. The project site's current zoning is "Loft," which envisioned a mixed use podium building of up to three to five stories of residential units (at up to 40 units per acre) over one to two stories of structured parking, and ground floor retail, service or other active use (e.g. community room, recreation room, community service facility, etc.).

Capital Village Design Guidelines:

Key design elements for the zoning designation include:

- Architectural features to be placed on all four sides of the building.
- The site shall have direct pedestrian access to commercial properties and will share a service drive with the 2 major retail tenants to the west.
- Buildings in the Loft District may be part of the same building, building complex, share a common wall or may be separated from the proposed building facing Main Street.
- The Loft District design shall be comprised of an urban architectural style that will be compatible with both the Town Home District to the east and the Commercial and Main Street District to the west and south.

While the proposed project is generally consistent with the zoning described above, it does require an amendment to the Development Agreement and Special Planning Area to ensure that high density residential is an allowed use.

In addition to the above design guidelines, the Loft district also has the following design standards (**Table 2**). An elevation of how the proposed project complies with these standards is provided later in the analysis.

Table 2: "Loft" Development Standards

Subject	Permitted/Required	Proposed	Surrounding
<i>Uses</i>	Commercial Mixed Use: ground floor retail envisioned with loft residential units above	High-density housing with no ground floor retail	Commercial and Medium Density Residential
<i>Density</i>	40 units/acre	38 units/acre	15-16 units/acre
<i>Potential Units</i>	204 units	199 units	N/A

<i>Height</i>	150ft Max	4-stories (56ft tower, 45ft roofline), 5 th floor (64ft tower and 58ft roofline), club house (36ft tower and 24ft roofline), .	37ft max (townhomes), 60ft max (commercial), and 65ft (tower)
<i>Parking</i>	418 required per 199 units (2 covered per townhome plus 0.1 guests).	332 total (270 uncovered with 62 ground floor/ covered parking) Roughly 1.66 spaces per unit.	(3.5 spaces per 1,000 sqft commercial space); (2 covered per townhome plus 0.6 per total for guests).

Project Revisions:

As previously noted, the Council provided specific comments on items they would like addressed in the proposed project. These items include:

- Design Revisions (stone and color)
- Parking Analysis and Reasoning for the Adjustment for the deficiency in parking.
- Amenities and Lighting
- Market Analysis

Provided below is a discussion of these items.

Design:

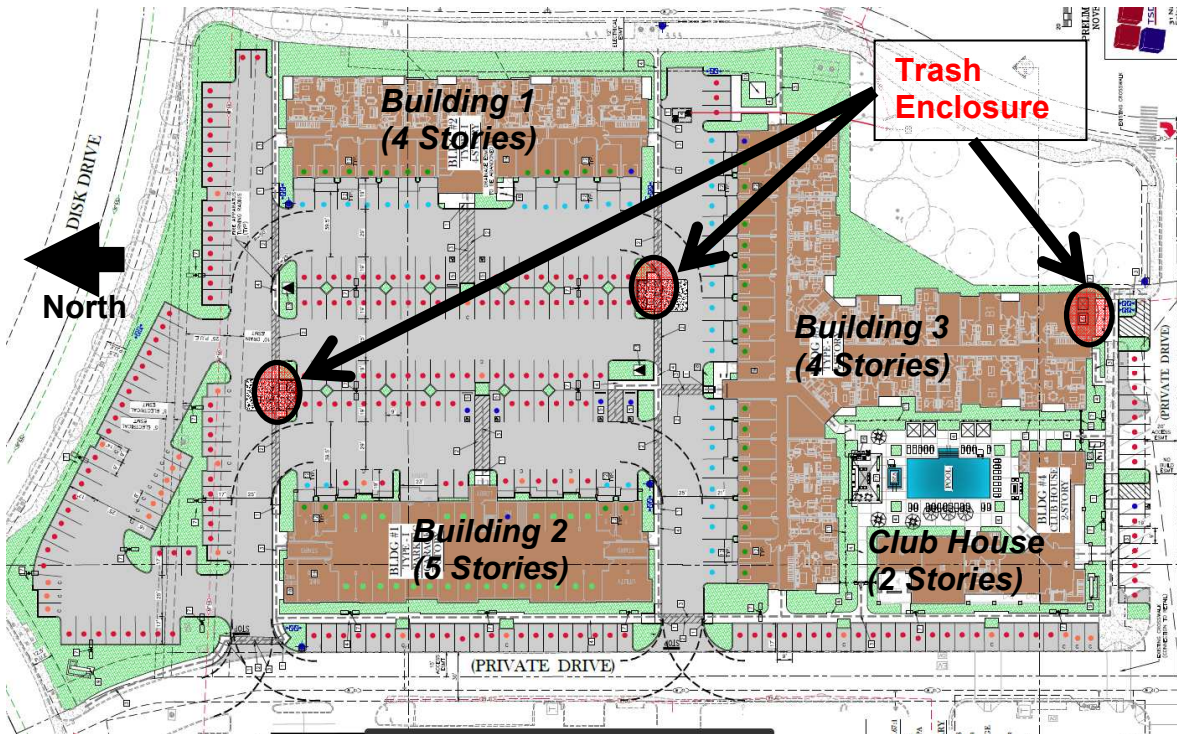
All renovations and new construction must adhere to the Capital Village Special Planning Area design guidelines to ensure all improvements and additions will be attractive while integrating into the surrounding environment. Originally, the applicant's initial design contained architectural elements described in the Capital Village Special Planning Area guidelines; however, the overall theme was not entirely compatible with the surrounding commercial buildings or townhome design. These design issues (along with the other project completeness items) were addressed in the staff comment letter dated June 25, 2015 (**Attachment 9**) and mentioned again at the City Council work session on October 27, 2015. Based on those comments, the applicant revised the design and resubmitted plans. Figures 2-10 show the revised site plan, main building elevations, and renderings. A complete review of the project site plan and building elevations will be provided by the applicant at the Council meeting.

Site Plan and Landscaping:

In order to create a more pedestrian friendly streetscape, the buildings have been placed closer to the surrounding streets and drive aisle to bring the buildings closer to the pedestrian right-of-ways and increase pedestrian connectivity. This is also an attempt to screen a large portion of the parking area where the trash receptacles will be located. Due to existing SMUD utility easements along Data and Disk Drive, a large portion of the parking will be located on the north parcel boundary as structures are prohibited in this area due to existing underground utilities. In response to one of the Council's concerns, the trash enclosure previously located on the south of building 3 has been integrated into the main building so it's not as visible on Main Street. A condition of approval has been added to ensure the trash receptacles are to remain hidden on non-trash pick-up days. The revised design will improve the appearance of the project as seen

from Main Street and will also allow for a more pedestrian friendly streetscape during special events at the nearby park.

Figure 2: Site Plan



The project landscaping includes a mix of 15-gallon Trident Maple, Red Maple, Italian Cypress, Keith Davey Pistache, Newport Flowering Plum, and Sawleaf Zelkova with 24-inch box Bloodgood Amur Maple, October Glory Maple, Strawberry Tree Standard, Desert Willow, and Muskogee Crape Myrtle. Landscaping will also include other low water consuming groundcover and shrubs throughout the site and along the project's boundary. A combination of trees and shrubs will be used along the building facades and pedestrian areas to help break up the wall's massing and a final landscaping plan with water conserving irrigation plans and soil study will be required prior to construction.

Building Elevations:

The building façade will use a combination of materials (stucco, stone veneer, and metal and concrete tile roofing) and color to enhance the design and appearance of the project. This is consistent with the Special Planning Area Design Guidelines which are aimed at creating a more unique and diverse building elevation with defined edges and multi façade projections. The building roofline has varying heights of 62-feet to 48-feet for the 4 story buildings, 64-feet to 58-feet for the 5 story floor building, and 36-feet to 24-feet for the club house (**Table 2**). These are consistent with Special Planning Area regulations for height and are intended to break up the massing of the façades by matching up with the varying façade projections. A variety of warm (beige and muted light green accent) and cool (muted grey and brownish grey) colors have been used to further break up the façade massing while making the building aesthetically pleasing and compatible to the surrounding tower, townhomes, and commercial structures.

Figure 4: Building 1 (4 stories Adjacent to Bridgeway Drive)



Figure 5: Building 2 (5 stories Adjacent to Commercial Sites)



Figure 6: Building 3 (4 stories Adjacent to Club House)



Figure 7: Club House (Adjacent to Main Street)



Figure 8: Apartment Renderings (Building 1-3)



VIEW 5 - VIEW ACROSS DRAINAGE CHANNEL EXISTING DRAINAGE CHANNEL PLANTED WITH OAK TREES



VIEW 6 - TYPICAL BUILDING #2 ENTRY TREATMENT INTERIOR BIKE STORAGE BIKE RACKS BENCH



VIEW 7 - TYPICAL BUILDING #2 ENTRY TREATMENT



VIEW 8 - TYPICAL GARAGE PLANTER TREATMENT DWARF ALBERTA SPRUCE

Figure 9: Club House and Pool Renderings



VIEW 3 - CLUB HOUSE AS SEEN FROM COMMERCIAL AREA



VIEW 4 - FRONT OF CLUB HOUSE



Figure 10: Aerial Visualization



Staff notes that a shift in planning standards related to parking is occurring statewide. The State Legislature recently approved Assembly Bill 744, which prohibits cities from imposing parking minimums greater than 0.5 spaces for certain affordable and senior housing developments near major transit. Although this bill does not apply directly to this project, it is indicative of the trend toward more urban-like parking requirements and walkable neighborhoods. AB 744 states, in part: “(t)he Legislature...declares that the need to address infill development and excessive parking requirements is a matter of statewide concern.”

- **10-Percent Reduction per Zoning Code 23.719.090.B:** Parking requirements may be reduced by 10 percent for being within one-quarter mile of a major transit stop (bus transit to light rail), additional bicycle parking, and onsite amenities in place of parking lots (23.719.090.B.2-4).
 - The project is within 750 feet of a bus stop (rout 176 and 177) which transports residents 0.75 miles to the Zinfandel Light Rail station north of the project and other sections of Rancho Cordova. The site is also within 0.40 miles of the existing Class I bike paths at Capital Village and the Stoncreek community.
 - Based on typical zoning standards bike parking is calculated at 5 percent of the total parking stalls required. That means this project would require roughly 21 bike spaces for short and long term parking. The current design offers 24 short term bike spaces and 22 long term spaces through the use of lockers. All parking will be located close to main entrances and be covered and illuminated. Since this amount of bike parking is double the required amount, this has been included towards meeting the 10 percent reduction.
 - While not required, the Club house and pool area offer a desirable feature which is preferred over an additional parking area. Although this area will not be available for non-apartment residents, the streetscape has been designed with larger sidewalks and utility tie-ins for community events on Main Street.

- **11-Percent Reduction for Adjustment Permit:** A summary of the findings of approval for the Adjustment Permit for parking includes the following:
 - ***Finding:** That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.*
 - § ***Evidence:*** The proposed apartment complex is consistent with the Capital Village Special Planning Area standards and has been designed as an urban village that will incorporate multimodal modes of transportation. The project will provide 1.6 spaces per unit while the current code requires 2 per unit. Since roughly 60 percent of the units will be for 1-bedroom and studio units, the 2 covered spaces per unit is excessive for a majority of the proposed project.
 - ***Finding:** That the proposed development is compatible with existing and proposed land uses in the surrounding area.*
 - § ***Evidence:*** The proposed high density housing will be supported by commercial and public areas by bringing more residents into closer proximity to certain goods and services. The high density is consistent with the current zoning standards and directs parking and automobile circulation away from the existing medium density housing on Bridgeway Drive.
 - ***Finding:** That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions (e.g., additional open space, protection of natural resources, improved pedestrian connectivity, public plazas, etc.).*
 - § ***Evidence:*** The adjustment is to provide the apartment complex with some flexibility in meeting the required parking and achieving the vision of the Loft zone under the adopted CVSPA. The site will add double the required bike parking, proposed a club house with pool instead of parking, and will not be gated allowing new pathways for all community members that will provide additional access from Bridgeway Drive to the commercial properties.
 - ***Finding:** Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.*
 - § ***Evidence:*** The project site is bordered on the north by existing office and light industrial uses, existing commercial to the west and south, and medium density residential uses to the east. The proposed parking adjustment as conditioned will allow the apartment complex to maximize existing parking onsite without prohibiting future businesses or creating any potential conflicts through increased automobile congestions onsite.
 - ***Finding:** The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.*
 - § ***Evidence:*** The General Plan and Zoning regulations encourage high density uses along Zinfandel Drive in order to make the area a more urban environment due to the downtown planning overlay. The parking adjustment allows for flexibility in providing 1.6 parking spaces per unit while encouraging multi modal forms of transportation.
 - ***Finding:** The adjustment is the minimum required to achieve the desired result.*
 - § ***Evidence:*** The 11% adjustment (45 spaces) is well within the maximum 30% (125 spaces) the Zoning Code allows. The applicant has already amended the design to include 25 gross additional spaces (15 net spaces

due to 5-unit increase) and other amenities such as additional bike parking and club house instead of parking area. While the applicant is still open to a shared parking agreement, the City cannot require the adjacent owner to enter into an agreement to accommodate the parking shortfall.

In addition to the requests for a reduction to project parking, the applicant has also provided regional examples of the how the CVSPA parking standards are inconsistent with the surrounding jurisdictions standards for infill high density projects. A summary of the main topics is provided below, but a detailed description is contained within **Attachment 14** of this report.

- The applicant states the CVSPA parking requirement is outdated as it envisions a conventional 2-car garage for an apartment complex which is based upon a typical garden style two or three story apartment project. This garden style usually includes a mix of 40% 1-bedrooms, 40-45% 2-bedrooms and 15-20% 3-bedrooms with an average unit size of over 1,000 square feet. A 2 car garage is more appropriate for single family detached housing that is reliant on automobile transportation as opposed to multimodal
- In contrast, the Bridgeway Square project is designed with a much different unit mix with 63% studios and 1-bedrooms, 37% 2-bedrooms, and **no 3-bedrooms at all**. This project will have an average unit size of approximately 828 square feet. Because of this type of mix, the number of residents will be considerably less and therefore the number of cars will be considerably less.
- The other factor that justifies a legitimate parking reduction is the unique location of the proposed project. Like other downtown locations, the residents will easily be able to go to work, shop and access the light rail by walking and/or bicycle, without a need for a car. More and more people are choosing to live without cars and this is a location that enables them to do this. Our studios, as well as smaller one-bedrooms will definitely appeal to this renter demographic.
- A.G. Spanos recently completed an urban in-fill project located in Denver, "Element 47". This property has 265 units and is similar to Bridgeway Square in several ways. Element 47 has an average unit size of 838 square feet and the property has a total of 437 parking spaces (or 1.65 spaces per unit.) Included in the parking count are 66 tandem spaces which account for just over 15% of the total parking. The property has enjoyed a high occupancy once it was leased up and is presently 97% occupied. This high level of occupancy is achievable and sustainable with this successful parking plan.

Lighting:

A lighting plan was submitted and included within **Attachment 4, Exhibit 4A**. This plan includes a photometric plan and street lighting details that are consistent with the Special Planning Area and lighting standards contained in section 23.725 (Outdoor Lighting) of the City's Zoning code. All outdoor lighting will be constructed with full shielding and/or recessed to reduce light trespass to adjoining properties. Each fixture will be directed downward and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the site. The project has been designed and conditioned with the following illumination standards consistent with the CVSPA and zoning code:

- The parking lots, driveways, trash enclosures/areas, public phones, and group mailboxes are illuminated with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light.
- Pedestrian walkways will be illuminated with a minimum maintained one-half foot-candle of light and an average not to exceed two foot-candles of light.

- Entryways and exterior doors of nonresidential structures will be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius on each side of the door at ground level.
- In order to minimize light trespass on abutting residential property, illumination measured at the nearest residential structure or rear yard setback line will not exceed the moon's potential ambient illumination of one-tenth foot-candle. This is shown on Figure 11.
- The project will be conditioned to state the maximum height of freestanding outdoor light fixtures abutting residential development will be 18 feet. This is a two foot reduction from the current proposed height. Height shall be measured from the finish grade, inclusive of the pedestal, to the top of the fixture.
- Outdoor lighting shall utilize energy-efficient (high pressure sodium, metal halide, low pressure sodium, hard-wired compact fluorescent, or other lighting technology that is of equal or greater efficiency) fixtures and lamps. All new outdoor lighting fixtures will be energy-efficient with a rated average bulb life of not less than 10,000 hours.

The lighting along Main Street has also been designed and conditioned to integrate electrical hookups for events along the Capital Village main street. These designs allow for quick electrical access for public events and could include tie-ins for speakers, lighting, or vendors for special outdoor sales (i.e. food trucks, farmers market, park events, etc.). These electrical tie-ins are included in condition #34 of **Attachment 4, Exhibit 4B**.

Figure 11: Lighting/Photometric Plans

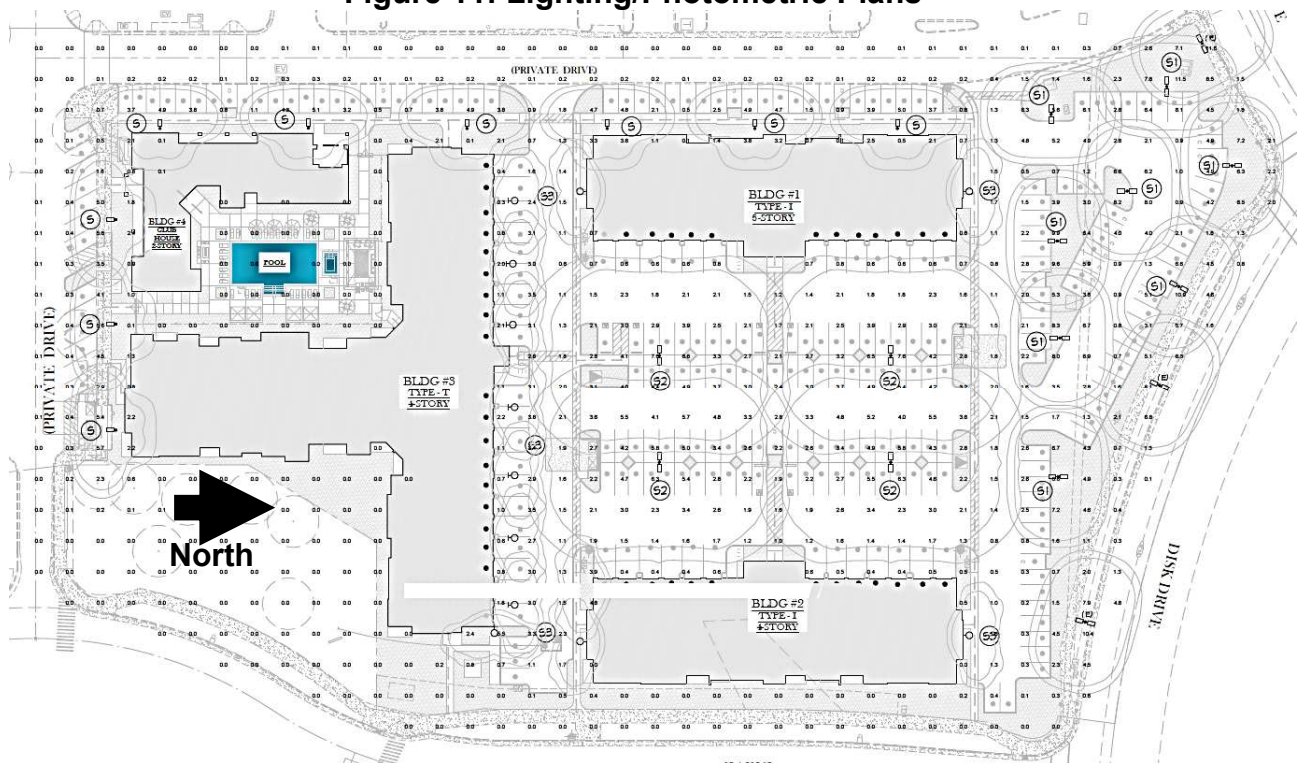
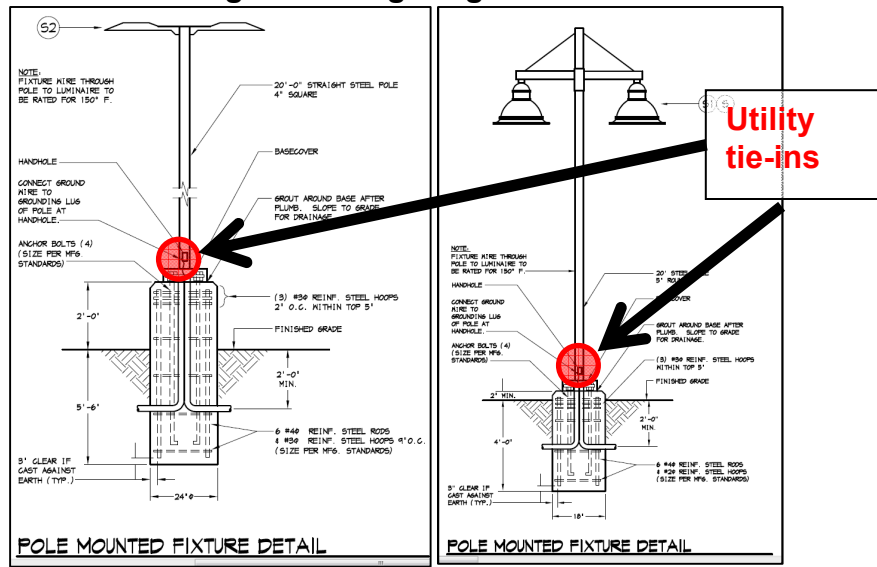
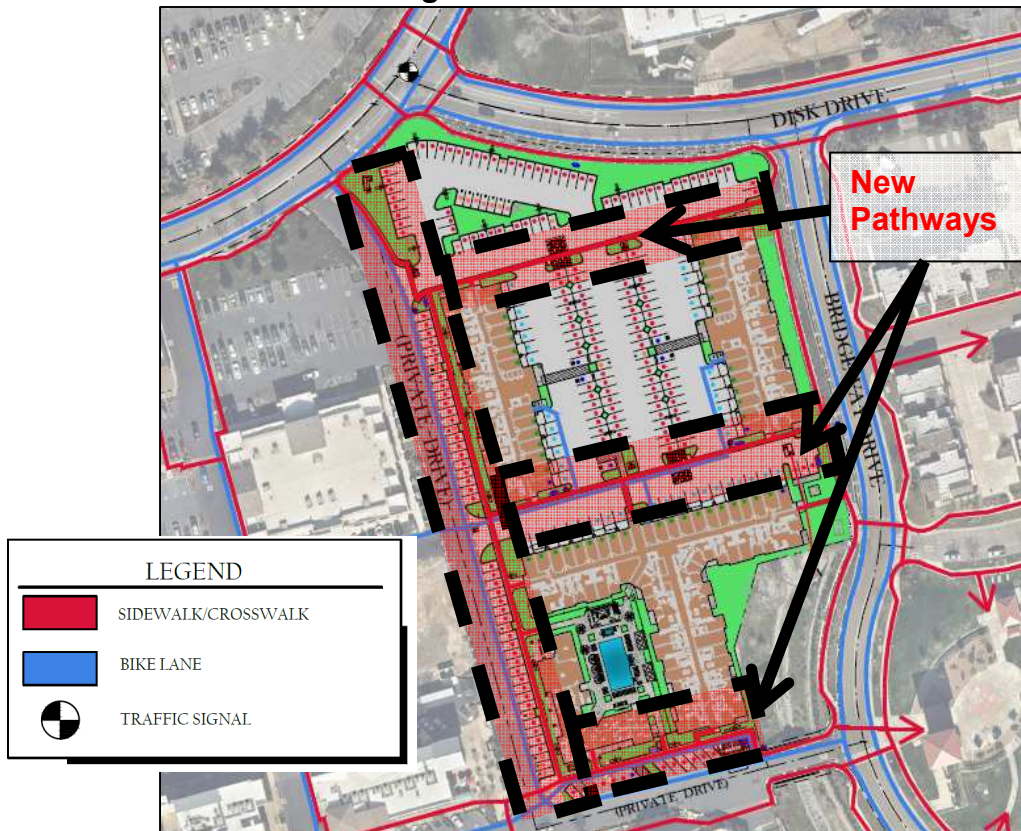


Figure 12: Lighting Details



Pedestrian Access:

The existing bike and pedestrian paths will not be impacted or changed as a result of this project as the apartment complex will not be gated and is currently surrounded by existing 5-foot sidewalks on the north and east. A new 5-foot sidewalk with integrated tree wells will be installed on the east side adjacent to the commercial area that will connect pedestrians from Data Drive to the Main Street private aisle to the south. New 5-foot east-west pathways will be added connecting pedestrians traveling on Bridgeway Drive to the commercial area without having to travel to Disk/Data Drive (**Figure 13**). The project also proposes to add an 8-foot sidewalk along Main Street that would include utility tie-ins for public events along Main Street. The utility tie-ins are discussed in the *Lighting* section above.

Figure 13: Pedestrian Plan**Amenities:**

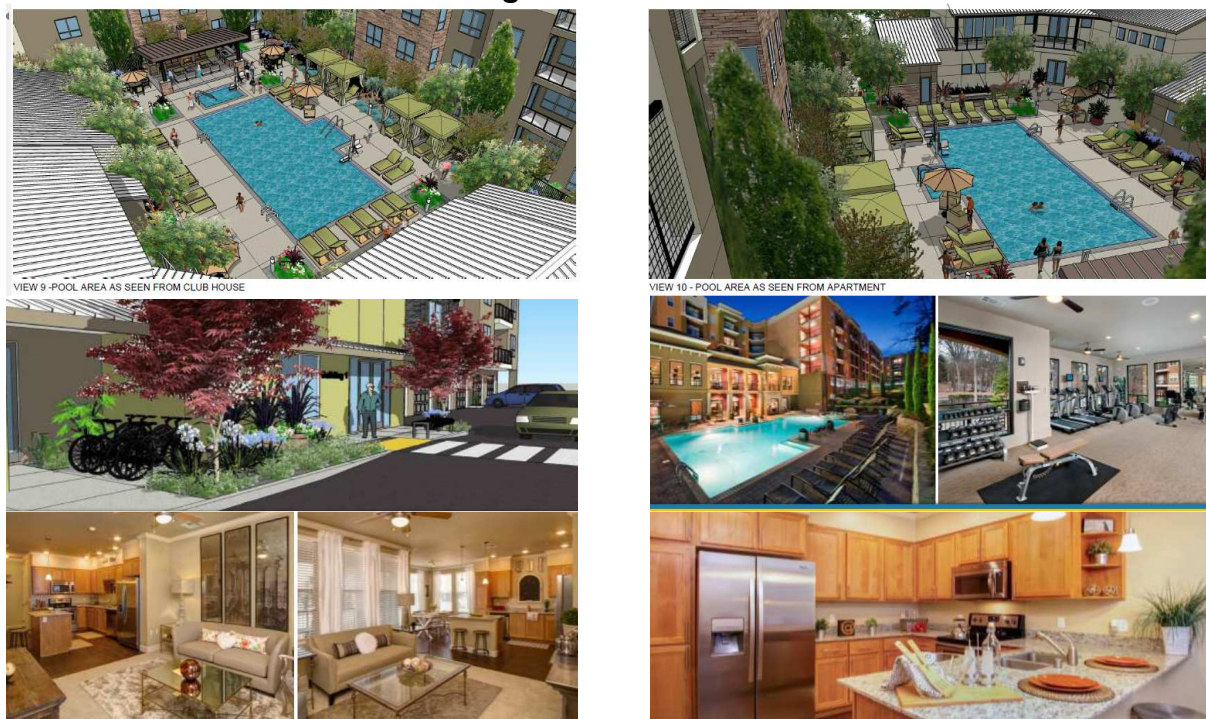
The applicant has described the project as being market rate/luxury apartment intended for moderate to above moderate income levels. As part of the Project Plans in **Attachment 4, Exhibit 4A**, the applicant has submitted a full list of the project amenities.

Table 3: Amenities

Unit Amenities:	Community Amenities:
Elevators	24-Hour State of the Art Fitness Center and Yoga Room
Audible Intrusion Alarms	Large Salt Water Resort-Style Pool and Spa with Tanning Deck
Gourmet Kitchen with Island	Poolside Cabana with Outdoor Fireplace, BBQ, and Kitchen Amenities
Nine and Ten-foot Ceilings	Spectacular Clubhouse with Game Room featuring Billiards and Shuffleboard, Rooftop Terrace, E Lounge, Café, Gourmet Kitchen & Media Room with a Large Screen and Gaming Console
Designer Cabinetry	Wi-Fi Throughout Common Areas
Side-by-Side Refrigerators with Ice Makers	Controlled Access Privately Secured
Luxurious Garden Tubs	Internal Bike Storage with Bike Repair Area
Multi-Cycle Dishwashers	Attached Parking Garages

Unit Amenities:	Community Amenities:
Built-in Microwave Ovens	Pet Friendly
Granite Countertops in Kitchens and Vanities	Electric Vehicle Charging Stations
Ceiling Fans in Bedrooms and Living Rooms	
Full Size Washer and Dryer	
Stainless Steel Kitchen Appliances	
Glass Doors to Large Balconies	
Central Heating and Air Conditioning	
Modern LED Lighting	
Fiber Optic Served	
Simulated Wood Flooring	
Crown Molding	
Wire Shelving	

Figure 14: Amenities



Market Analysis:

The *Market Analysis* section is contained in **Attachment 13** of this report while the applicant's letters of support for the development are contained in **Attachment 16**. The below analysis includes the council direction and overlay project compatibility with the Special Planning Area design standards.

Consistency with the Capital Village Special Planning Area:

As discussed in the previous sections of this report, the current proposal for a new apartment project is consistent with the development standards of the Capital Village Special Planning Area.

Area (CVSPA). While the previous sections have dealt with the General Plan, Zoning, and design, the following sections pertain to the overall compliance to the entire CVSPA area which includes parks, infrastructure, and other impacts. This project will be subject to the CVSPA as well as the previous project Mitigation Measures and financial obligations contained within the CVSPA's Development Agreement. These obligations include improvement costs for previous construction (existing parks, streets, and infrastructure) and annual maintenance fees for those items. This project will not be subject to the same Covenants, Conditions & Restrictions (CC&Rs) as the Home Owners Associations (HOA), but will be subject to their share of annual maintenance cost associated with the existing facilities which could lower the cost to those HOAs.

Parks:

There are two existing parks within Capital Village (Village Green Park and Renaissance Park). A third park, Cobblestone Park, has been approved for construction in Capital Village Phase 3. While the project would increase in population and use of the parks, the population generated by this project was previously anticipated in the original 2005 Capital Village Community Plan and is consistent with the goals of the plan. The construction cost of the three Capital Village parks has already been accounted for as the applicant will be responsible for paying Development Impact Fees toward improvements and construction. Current residents will not incur any additional costs and any new residents will contribute their fair share of annual taxes to the Capital Village Communities Facility District.

Utilities:

The Capital Village Special Planning Area had been approved to include an 8-inch sewer line through the project site and an 8-inch water line along the private drive aisle adjacent to the commercial sites and a 12-inch water line along Bridgeway Drive. Onsite drainage will flow into the existing stormdrain system and the surrounding street system has already been constructed per the 2005 Capital Village approval. Conditions of approval have been added to address the project's sanitation and electric needs.

Traffic:

The 2005 Capital Village Special Planning Area Project included a traffic analysis as part of the Mitigated Negative Declaration (MND) for the project's California Environmental Quality Act (CEQA) compliance. According to the traffic analysis the site was previously analyzed as a "live retail" space with a mix of multi-family (43 dwelling units) and retail (24,800 SF) uses. However, the approved Capital Village Special Planning Area (SPA) allows up to 40 dwelling units per acre in addition to ground floor retail and service space.

Fehr & Peers has completed a supplemental evaluation which included a trip generation comparison of the approved and proposed project site, an analysis of potential impacts to local intersections, and review of site access and on-site circulation (**Attachment 6**). The proposed project calls for 199 multi-family residences with no retail land uses, which is within the current allowable density of 40 dwelling units per acre under the SPA. To be conservative, the 2015 analysis compared the trip generation for the proposed project to the previously analyzed project description in the (MND). The analysis concluded the project would result in an increase of 54 trips in the AM peak hour and 19 trips in the PM peak hour (see **Table 4**) when compared to the previously analyzed land use. Also, trip delays of 1 to 2 seconds at the major intersections could be anticipated due to the new apartment complex. The Sacramento County *Traffic Impact Analysis Guidelines* states a significant impact to the existing street system generally consists of delay times greater than 5 seconds. Based on these findings, it has been determined that the traffic increases will be less than significant and will not need additional

mitigation. The summary of this analysis has been included in the 2015 Addendum MND per Resolution 146-2015 (**Attachment 1**).

FISCAL ANALYSIS OF PROJECT

Although the exact fiscal impacts cannot be determined at this time, staff has outlined a variety of different concerns:

§ Impact to the surrounding Property Values:

The question of impact to property values has been raised by some of the surrounding residents. While staff will continue to research all state and local resources, we have not yet been able to find evidence, case studies, or court cases that have indicated there is a direct correlation to new multifamily housing and decreases in property values and/or increases in blight. Although there are numerous factors (housing age, income levels, housing options, lack of infrastructure, etc.) that can contribute to the loss of property values, new market rate housing by itself has not been a factor in these findings. Staff has coordinated this effort with the City's Housing Department, the City's legal team, the State Department of Housing and Community Development (HCD), the US Housing & Urban Development Department (HUD), as well as the residents themselves. Due to the fact staff was unable to find direct evidence linking market rate/high density housing to loss of property values, staff concludes that there can be no direct coloration unless proven otherwise.

§ Impacts to the surrounding businesses:

As discussed in the applicant's reasoning for proposing the project in Rancho Cordova (**Attachment 13**), they have received a lot of interest from the business community about having multifamily residents in that proximity to the Capital Village commercial center. Staff anticipates the project to have a positive fiscal impact due to the opportunity to meet an unmet housing market for millennials and senior citizens, increases in population, and increase in use for the adjacent Capital Village office and commercial businesses.

ENVIRONMENTAL

The City prepared an Addendum to analyze whether supplemental environmental review to the previously adopted 2005 Mitigated Negative Declaration and 2006 Supplemental Mitigated Negative Declaration (collectively, MND) was required for the Project under CEQA ("2015 Addendum"). The analysis in the 2015 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Bridgeway Square Apartment project will not result in any new or substantially more severe impacts and the prior analysis contained in the MND adequately address all environmental impacts. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR or Negative Declaration under Public Resources Code section 21166 and State CEQA Guidelines sections 15162 and 15163.

RECOMMENDED MOTIONS

Staff recommends that the City Council select one of the following actions:

1. Find the project to be in compliance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15162 and 15163 and adopt Resolution 146-2015 Approving the Addendum to the Capital Village Mitigated Negative Declaration; introduce and waive first reading of Ordinance 16-2015, Approving the Amendments to Section 3.6 of the Capital Village Special Planning Area Handbook Regarding the Loft District Standards; and introduce and waive first reading of Ordinance 17-2015 Approving the Second Amendment to the Development Agreement for the Capital Village Special Planning Area; and approve Resolution 147-2015 approving the Major Design Review Permit and Adjustment Permit for the Bridgeway Square Apartment project DD8588, subject to the findings, Project Plans (**Exhibit 4A**) and Conditions of Approval (**Exhibit 4B**).”; OR
2. If significant changes are required for City Council approval, direct staff and the applicant on how the City Council would like to improve the project for final decision and continue the item to a future meeting; OR
3. If Council finds that the proposed project is not consistent with the “live-work” vision and criteria for this site within the adopted Special Planning Area, it may recommend denial of the project based on its legislative authority.

ATTACHMENTS

1. Resolution No. 146-2015 Approving an Addendum (**Exhibit 1A**) to the Capital Village Mitigated Negative Declaration, Pursuant to Requirements of the California Environmental Quality Act;
2. Ordinance No. 16-2015 Adopting Amendments to Section 3.6 (**Exhibit 2A**), Regarding the Loft District, of the Capital Village Special Planning Area Handbook to Allow for High Density Residential as an Allowed Use;
3. Ordinance No. 17-2015 Adopting a Second Amendment to the Development Agreement (**Exhibit 3A**) for the Capital Village Special Planning Area
4. Resolution No. 147-2015 Approving Major Design Review (**Exhibit 4A**) and Conditions of Approval (**Exhibit 4B**) for the 199-unit, 4- to 5-Story Market Rate Apartment Complex With a 7,080-Square Foot Clubhouse and Outdoor Pool, Including a Parking Adjustment, on 5.12 acres within the Capital Village Special Planning Area.
5. 500’ Radius Map with Mailing Labels
6. 2015 Traffic Analysis
7. Staff Report to council May 18, 2015
8. Comment letter sent to applicant May 20, 2015
9. Completeness letter sent to applicant on June 25, 2015
10. 1st Neighborhood Meeting Items
11. 2nd Neighborhood Meeting Items
12. Items from the October 27, 2015 Work Session and Summary of the City Council’s Direction
13. Applicant’s Market Analysis
14. Applicant’s Parking Analysis
15. Summary of Opposition Comments received
16. Letters of Support

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 146-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE 2015 ADDENDUM TO THE CAPITAL VILLAGE SPECIAL
PLANNING AREA MITIGATED NEGATIVE DECLARATION FOR THE BRIDGEWAY
SQUARE APARTMENT PROJECT
- PROJECT NO. DD8588**

WHEREAS, on October 6, 2005, the City of Rancho Cordova ("City") and Beazer Homes Holding Corporation ("Landowner") entered into a Development Agreement for the Capital Village Special Planning Area Project (referred to as Capital Village), consisting of 117 acres of mixed use development. (Effective date of Ordinance Number 19-2005) The Capital Village Project is bounded by Zinfandel Drive to the west, Prospect Park Drive to the east, Data and Disk Drives to the north, and the Villages of Zinfandel Development to the south, beyond International Drive. The Capital Village Project is mostly developed; however the "Loft District", comprised of 5.12 acres at the southwest corner of Disk Drive and Bridgeway Drive, has not been developed; while the residential units approved under Phases 3 and 4 are under construction. All recitals and findings of determination in Ordinance 19-2005, which adopted the Development Agreement, are still accurate and relevant; and

WHEREAS, on March 21, 2005, the City Council approved with conditions the original Capital Village Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA), and concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted. On June 8, 2006 the City Council approved a Supplemental Mitigated Negative Declaration pursuant to CEQA to address site changes in the commercial portion of the project, eliminating a grocery store anchor and 147,880 square feet of retail space and adding a 167,584-square-foot home improvement center, 26,350 square feet of major retail and about 20,000 square feet of other commercial and retail uses. The Mitigated Negative Declaration and Supplemental Mitigated Negative Declaration are hereby referred to collectively as the "MND"; and

WHEREAS, on May 6, 2015, via the effective date of approved Ordinance No. 5-2015, the City and Landowner entered into a First Amendment to Development Agreement for Capital Village ("First Amendment") to extend the term of the Development Agreement by ten (10) years. All recitals and findings of determination in Ordinance 5-2015, which adopted the First Amendment, are still accurate and relevant; and

WHEREAS, On May 20, 2015, A.G. Spanos Companies ("Applicant") submitted plans and an application to the City to build the 194-unit Bridgeway Square Apartment project with parking, landscaping, and a clubhouse/outdoor pool on the 5.12-acre Loft District site within the Capital Village Special Planning Area, which requires an amendment to the Capital Village Special Planning Area Handbook to add high-density residential as an allowed use, an amendment to the development agreement, environmental review, major design review and a parking adjustments ("the Project"); and

WHEREAS, the Project was presented at two neighborhood meetings and a City Council work session for comment and direction; and

WHEREAS, the Project was reviewed at the City's Development Service Team (DST), all applicable City departments, and agencies for comments and conditions; and

ATTACHMENT 1

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

WHEREAS, the Project's Major Design Review and Adjustment Permit are contained within Resolution 147-2015; and

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

WHEREAS, the Addendum and MND were reviewed by the City Council during a public hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA makes the following findings to support the determination that no further environmental review is required under CEQA for the proposed Project. These findings are based on information contained in the 2015 Addendum, the MND, the General Plan EIR, the staff reports to the City Council, and all other information contained in the record before the City Council. These findings constitute a summary of the information contained in the entire record. The detailed facts to support the findings are set forth in the Addendum and elsewhere in the record. Other facts and information in the record that support each finding that are not included below are incorporated herein by reference:

A. Finding: None of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) under Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 or 15163 have occurred or are met for the Project. The Project impacts are identified in the MND, 2015 Addendum and General Plan EIR and no further environmental review is required under CEQA.

Evidence: These findings constitute a summary of the information contained in the entire record relating to the Project. The detailed facts to support the findings are set forth in the 2015 Addendum, and elsewhere in the record. Other facts and information in the record that support each finding that are not included below are incorporated herein by reference.

1. The Project does not constitute substantial changes to the approved Capital Village Project that will require major revisions to the MND due to new significant environmental effects or a substantial increase in severity of previously identified significant effects.
2. The Project will not result in new or substantially more severe significant impacts that were not identified in the MND. As set forth in the 2015 Addendum, the Project would have similar or lesser impacts than those identified in the MND.
3. The City is not aware of any new information of substantial importance or substantial changes in circumstances that would result in new or substantially more severe impacts or meet any other standards in Sections 21166 or CEQA Guidelines Sections 15162 or 15163. The impacts of development of urban uses within the City limits and Planning Area were analyzed in the General Plan EIR. There have been no major amendments to the City General Plan that significantly change projected development in the City under the City's 2006 General Plan which included the CVSPA and the

ATTACHMENT 1

Capital Village Project. Furthermore, due to the recession, development is proceeding slower than was projected under the MND.

BE IT FURTHER RESOLVED by the City Council of the City of Rancho Cordova that

1. No further environmental review under CEQA is required for the Project because there is no substantial evidence in the record as a whole that any of the standards under Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163 are met.
2. The City has properly prepared an Addendum under CEQA Guidelines section 15164 to explain its decision not to prepare a subsequent or supplemental EIR or conduct further environmental review for the Project.
3. The City Council hereby approves the Addendum, attached hereto as **Exhibit 4A**.
4. The City Council has considered the information in the MND and Addendum and approved the Addendum prior to approving the Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk
2558173.2

**CITY OF RANCHO CORDOVA
BRIDGEWAY SQUARE APARTMENTS
PROJECT
ADDENDUM TO THE CAPITAL VILLAGE MND**

Prepared for:

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670

Prepared by:

Michael Baker
INTERNATIONAL

2729 PROSPECT PARK DRIVE, SUITE 220
RANCHO CORDOVA, CA 95670

NOVEMBER 2015

EXHIBIT 1A TABLE OF CONTENTS

1.0 INTRODUCTION

1.1	Background and Purpose of the Addendum	1.0-1
1.2	Basis for Decision to Prepare Addendum	1.0-2

2.0 PROJECT DESCRIPTION

2.1	Project Location	2.0-1
2.2	Project Setting and Surrounding Uses	2.0-1
2.3	Proposed Project	2.0-1

3.0 ENVIRONMENTAL CHECKLIST

i.	Aesthetics	3.0-7
ii.	Agriculture and Forestry Resources	3.0-9
iii.	Air Quality	3.0-11
iv.	Biological Resources	3.0-17
v.	Cultural Resources	3.0-19
vi.	Geology and Soils	3.0-20
vii.	Greenhouse Gas Emissions	3.0-23
viii.	Hazards and Hazardous Materials	3.0-24
ix.	Hydrology and Water Quality	3.0-27
x.	Land Use and Planning	3.0-31
xi.	Mineral Resources	3.0-32
xii.	Noise	3.0-33
xiii.	Population and Housing	3.0-36
xiv.	Public Services	3.0-38
xv.	Recreation	3.0-39
xvi.	Transportation/Traffic	3.0-42
xvii.	Utilities and Service Systems	3.0-47
xviii.	Mandatory Findings of Significance	3.0-50

APPENDICES

Appendix A: CalEEMod Emissions Outputs

Appendix B: Traffic Analysis

1.0 INTRODUCTION

This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document serves as an Addendum to the previously adopted Mitigated Negative Declaration (SCH No. 2005022026) for the Capital Village Project. The City of Rancho Cordova (City) was the lead agency for the prior Capital Village Project. The City has prepared this Addendum to evaluate the impacts associated with modifying the Capital Village Project to add high-density residential as a permitted use on the parcel approved for Commercial Mixed Use (CMU) and designated as the Loft District in the Capital Village Special Planning Area Handbook. These changes constitute minor changes to the project that would result in slightly different impacts than those originally identified in the MND.

1.1 BACKGROUND AND PURPOSE OF THE ADDENDUM

The original Capital Village Mitigated Negative Declaration (MND) was prepared by the City of Rancho Cordova and adopted with Conditions of Approval by the City Council on March 21, 2005. The Capital Village Project area comprises approximately 117 acres and is bounded by Zinfandel Drive to the west, Prospect Park Drive to the east, Disk Drive to the north, and the Villages of Zinfandel development to the south. The approved Capital Village Project is composed of 52.16 acres of single-family residential, 14.19 acres of townhomes, 6.55 acres of commercial/mixed use, 25.25 acres of retail, 7.67 acres of parks, 1.88 acres of open space, 4.92 acres of landscape corridors, and 4.35 acres of roads. It included approximately 827 single-family and townhome units with commercial uses along Zinfandel Drive and three community parks.

In June 2006, the City prepared a Supplemental MND to address site changes in the commercial portion of the project, which eliminated the "grocery store" anchor and 147,880 square feet of retail space. In exchange, the modification addressed in the Supplemental MND added a 167,584-square-foot home improvement center, 26,350 square feet of major retail (anchor stores), a 4,040-square-foot restaurant, a 5,400-square-foot bank, and a 15,580-square-foot pharmacy uses. With the changes made in the Supplemental MND, the approved Capital Village Project was composed of 52.16 acres of single-family residential, 14.19 acres of townhomes, 4.43 acres of commercial/mixed use (CMU) live/work units, 27.37 acres of retail, 7.67 acres of parks, 1.88 acres of open space, 4.92 acres of landscape corridors, and 4.35 acres of roads.

The site plan for the Capital Village Project included a parcel approved as CMU live/work and designated in the Capital Village Special Planning Area Handbook (Handbook) as the "Loft District." The MND assumed development in the Loft District of 43 residential units and 24,800 square feet of retail space. The approved land use for the Loft District parcel included a four- to seven-story mixed-use development conceptualized to consist of three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service, or other active uses. The approved density for the site was up to 40 dwelling units per acre (204 dwelling units for 5.12 acres). The City Council found that the MND adequately addressed the impacts of the project as approved.

The approved permitted uses in the Loft District were permanent single-family dwellings, temporary sales offices and model homes/units, home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 1, and commercial retail uses as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 25 with the exceptions listed in the Handbook.

1.0 INTRODUCTION

Changes are proposed on the Loft District parcel to add high-density residential as a permitted use to accommodate the proposed 5.12-acre and 199-unit Bridgeway Square Apartments Project (Bridgeway Square Project).

In determining whether an addendum is the appropriate document to analyze the modifications to the CVSPA Project and its approval, CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states [subsection a is not relevant and so is not quoted]:

- (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred.*
- (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.*
- (d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.*
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

1.2 BASIS FOR DECISION TO PREPARE ADDENDUM

When a final environmental impact report (EIR) or negative declaration has been previously certified or adopted for a project, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163 set forth the criteria for determining whether a subsequent or supplemental EIR or negative declaration should be prepared in support of further agency action on the project. Under these guidelines, a subsequent or supplemental EIR or negative declaration is to be prepared if any of the following criteria are met:

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the*

previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.*

As demonstrated in Section 3.0, Environmental Checklist, the proposed changes to the Capital Village Project do not meet the criteria for preparing a subsequent or supplemental EIR or negative declaration. An Addendum is appropriate here because, as addressed in Section 3.0, none of the conditions calling for preparation of a subsequent or supplemental EIR or negative declaration have occurred.

2.0 PROJECT DESCRIPTION

This section provides a description of the proposed changes to the Loft District within the Capital Village Project to Section 3.0, Environmental Checklist, for an analysis of the environmental effects of this project in relation to the previous analysis provided in the Mitigated Negative Declaration prepared for the Capital Village Project.

2.1 PROJECT LOCATION

The Capital Village Project site is bounded by Data and Disk Drive to the north, Prospect Park Drive on the east, Zinfandel on the west, and the Villages of Zinfandel subdivision to the south. International Drive bisects the property in an east to west direction through the southern portion of the site. Surrounding land uses around the property include business and professional office parks to the north, west and east, and residences to the south.

Since the approval of the MND and Supplemental MND, the Capital Village Project area has been mostly developed. However, a 5.12-acre parcel on the Property identified as Assessor Parcel Number 072-0680-072-0000 and designated as the "Loft District," consistent with the City's Commercial Mixed Use ("CMU") zone, has not been developed. The Bridgeway Square Apartments Project (Bridgeway Square Project) is proposed for the undeveloped 5.12-acre Loft District parcel within the Capital Village Project area. The Loft District parcel (project site) is located at the southwestern corner of Data Drive and Bridgeway Drive in Rancho Cordova.

2.2 PROJECT SETTING AND SURROUNDING USES

The project site is bordered by existing office uses to the north, retail uses to the south and west, and an established residential neighborhood and park to the east. Since approval of the Capital Village Project, the project site has been graded and underground infrastructure installed. The project site is currently vacant and undeveloped, consisting of hard-packed dirt surfaces and seasonal grasses with landscaped detached sidewalks along the site's northern, eastern, and southern boundaries. There is an existing drainage basin and access bridge at the south end of the property adjacent to Bridgeway Drive. Existing utility easements at the north end adjacent to Disk Drive and Data Drive prevent any permanent structure from being located there.

2.3 PROPOSED PROJECT

The project site was assumed for development of 43 residential dwelling units and 24,800 square feet of retail space in the Mitigated Negative Declaration (MND) for the Capital Village Project. However, the Loft District parcel was approved for a four- to seven-story mixed-use development, conceptualized to include three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service, or other active uses. The approved density for the site was up to 40 dwelling units per acre (204 dwelling units for 5.12 acres). The City Council found that the MND adequately addressed the impacts of the Capital Village Project as approved.

The applicant is requesting a Special Planning Area Amendment, Development Agreement Amendment, Major Design Review, and an Adjustment Permit to construct a new 199-unit; 4-5 story market rate housing project with an associated 7,080 square foot club house and outdoor pool area (Bridgeway Square Apartment Project; proposed project). Construction also would include new parking areas, lighting, landscaping, and pedestrian gathering areas for an undeveloped site at the southwest corner of Bridgeway Drive and Data/Disk Drive.

2.0 PROJECT DESCRIPTION

Approval of this request would require the following entitlements:

- **Special Planning Area (SPA) Amendment:** The project area is zoned "loft" which is consistent with the City's Commercial Mixed Use (CMU) zone. An amendment to the SPA has been proposed to allow high density housing as a permitted use, instead of just the Loft/Commercial Mixed Use (CMU), with the same density standard.
- **Development Agreement (DA) amendment:** To amend the "permitted uses" section to include high density housing instead of just CMU. Staff will need to clarify all fees and maintenance obligations associated with the new multifamily complex.
- **Design Review:** This will be required for the construction of a four-story apartment complex with parking area and landscaping. A traffic report has been prepared for the submittal.
- **Adjustment Permit (Parking):** Based on the conceptual site plan's approximate 11% parking deficiency.

The proposed Bridgeway Square Project would be subject to all applicable mitigation measures identified in the adopted Mitigation Monitoring and Reporting Program for the Capital Village Project.

RESIDENTIAL UNITS

The proposed apartment units would range in size from 442 to 1,158 square feet with a mix of studio, one-bedroom, and two-bedroom units. The second through fourth stories in the two four-story buildings, and the second through fifth stories in the one western-most five-story building, would be accessed by internal elevators, and some of the upper units would have exterior balconies.

PARKING

The proposed Bridgeway Square Project would provide a total of 332 parking spaces for a ratio of 1.7 spaces per dwelling unit. These proposed parking spaces include 35 covered garage spaces, 37 attached tandem garage spaces, 25 covered podium garage parking spaces, and 235 uncovered spaces located in auto courts or along private drives. The proposed parking areas would feature integrated landscaping, lighting, and pedestrian walkways consistent with City regulations.

CLUBHOUSE/Common AREAS

The proposed Bridgeway Square Project would include a 7,500-square-foot clubhouse in the southwestern corner of the Project Site featuring a pool, spa, workout area, business center, media room, game room, outdoor lounge, barbecue, and kitchen facilities. On-street and internal walkways would provide pedestrian connections to the clubhouse, adjacent parks, and adjacent commercial and residential neighborhoods.

All open space features, driveways, streetscapes, walks, and other common area facilities would be maintained by a property management group.

3.0 ENVIRONMENTAL CHECKLIST

3.0 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

1. **Project Title:** Capital Village Project and Bridgeway Square Apartments Project
2. **Lead Agency Name and Address:** City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
3. **Contact Person and Phone Number:** Bret Sampson; (916) 851-8758
4. **Project Location:** Changes are proposed to the undeveloped 5.12-acre "Loft District" parcel within the Capital Village Project area located at the southwestern corner of Data Drive and Bridgeway Drive in Rancho Cordova.
5. **Project Sponsor's Name and Address:** The Spanos Corporation
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219
6. **General Plan Designation(s):** Loft District - Commercial Mixed Use (CMU))
7. **Zoning:** Capital Village Special Planning Area (CVSPA)
8. **APN:** 072-0680-072
9. **Description of the Project:** The Capital Village Project area comprises approximately 117 acres and is bounded by Zinfandel Drive to the west, Prospect Park Drive to the east, Disk Drive to the north, and the Villages of Zinfandel development to the south. With the changes made in the Supplemental MND, the approved Capital Village Project was composed of 52.16 acres of single-family residential, 14.19 acres of townhomes, 4.43 acres of commercial/mixed use (CMU) live/work units, 27.37 acres of retail, 7.67 acres of parks, 1.88 acres of open space, 4.92 acres of landscape corridors, and 4.35 acres of roads. The Capital Village Project included a parcel approved for commercial mixed uses (CMU) Live/Work and designated on the site plan as the "Loft District." Changes are proposed on the project site to add high-density residential as a permitted use to accommodate the proposed 5.12-acre and 199-unit Bridgeway Square Apartments Project (Bridgeway Square Project). The reader is referred to Section 2.0, Project Description, for a detailed description of the proposed Bridgeway Square Project.
10. **Surrounding Land Uses and Setting:** The project site is located within the Capital Village Project area, which is mostly developed. The project site is bordered by existing office uses to the north, retail uses to the south and west, and an established residential neighborhood and park to the east. The property is currently vacant and undeveloped, consisting of hard-packed dirt surfaces and seasonal grasses with landscaped detached sidewalks along the site's northern, eastern, and southern boundaries. There is an existing drainage basin and access bridge at the south end of the Project Site adjacent to Bridgeway Drive. Existing utility easements at the north end adjacent to Disk Drive and Data Drive prevent any permanent structure from being located there.

3.0 ENVIRONMENTAL CHECKLIST

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement).

- Sacramento County Water Agency (SCWA)
- Sacramento Metropolitan Air Quality Management District (SMAQMD)
- Sacramento Metropolitan Utility District (SMUD)
- County Sanitation District (CSD-1)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project involving at least one impact that is a "Potentially Significant Unless Mitigation Incorporated" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| ☐ Aesthetics | ☐ Hazards and Hazardous Materials | ☐ Public Services |
| ☐ Agriculture and Forestry Resources | ☐ Hydrology and Water Quality | ☐ Recreation |
| ☐ Air Quality | ☐ Land Use and Planning | ☐ Transportation and Traffic |
| ☐ Biological Resources | ☐ Mineral Resources | ☐ Utilities and Service Systems |
| ☐ Cultural Resources | ☐ Noise | ☐ Mandatory Findings of Significance |
| ☐ Geology and Soils | ☐ Population and Housing | |

PURPOSE OF THIS INITIAL STUDY

This Initial Study has been prepared consistent with CEQA Guidelines Section 15164 to determine whether the proposed Bridgeway Square Project would require further environmental review to the approved Mitigated Negative Declaration and Supplemental Mitigated Negative Declaration prepared for the Capital Village Project (collectively Capital Village MND) in the form of a subsequent or supplemental EIR or mitigated negative declaration under the standards of Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163. Based on the analysis in this Modified Initial Study Checklist, the proposed project does not meet the criteria for preparing a subsequent or supplemental EIR or negative declaration and an Addendum to the approved Capital Village MND is appropriate for the environmental review for the project.

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards.
- 2) "No New Impact" means that the proposed project will not result in any new or substantially more severe significant impact than disclosed and analyzed in the Capital Village MND and no other standards for subsequent or supplemental environmental review under CEQA are met. Therefore, the conclusion on the significance of project impacts is the same as in the Capital Village MND. All mitigation measures in the Capital Village MND will apply to the proposed project as applicable.
- 3) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect, and construction as well as operational impacts.
- 4) A "Less Than Significant Impact" applies when the proposed project would not result in a substantial and adverse change in the environment. This category also applies when the impact has been previously addressed and it has been determined that there are no new impacts created by the project. This impact level does not require mitigation measures.
- 5) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 6) "Potentially Significant Unless Mitigation Incorporated" applies where mitigation from the adopted MND is not adequate to reduce an impact to less than significant and the incorporation of new mitigation measures is required to reduce an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The initial study must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- 7) "Reviewed Under a Previous Document" means that the impact was analyzed in the Capital Village MND.

3.0 ENVIRONMENTAL CHECKLIST

- 8) Preparers are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached and other sources used or individual contacts should be cited in the discussion.

PREVIOUS ANALYSIS

At the time of approval of the Capital Village MND and Supplemental MND, the issue of contribution of greenhouse gases to climate change was a prominent issue of concern as evidenced by passage of AB 32 in 2006. On March 18, 2010, amendments to the State CEQA Guidelines took effect which set forth requirements for the analysis of greenhouse gases under CEQA. The topic of the project's contribution to greenhouse gas emissions and climate change was not analyzed in the Capital Village MND or Supplemental MND. Since the Supplemental MND has already been approved, the determination of whether greenhouse gases and climate change needs to be analyzed for this proposed project is governed by the law on supplemental or subsequent EIRs (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163). Greenhouse gases and climate change are not required to be analyzed under those standards unless it constitutes "new information of substantial importance, which was not known and could not have been known at the time" the previous Supplemental MND was approved (CEQA Guidelines Section 15162(a)(3)).

The issue of greenhouse gas and climate change impacts is not new information that was not known or could not have been known at the time of the approval of the Capital Village MND and Supplemental MND. The issue of climate change and greenhouse gases was widely known prior to the MND approval. The United Nations Framework Convention on Climate Change was established in 1992. The regulation of greenhouse gas (GHG) emissions to reduce climate change impacts was extensively debated and analyzed throughout the early 1990s. The studies and analyses of this issue resulted in the adoption of the Kyoto Protocol in 1997. In the early and mid-2000s, GHGs and climate change were extensively discussed and analyzed in California. In 2000, Senate Bill (SB) 1771 established the California Climate Action Registry for the recordation of greenhouse gas emissions to provide information about potential environmental impacts. In 2005, the Governor issued Executive Order S-03-05 establishing greenhouse gas emission reduction targets in California. Assembly Bill (AB) 32 was adopted in 2006.

As is clear from documents in the administrative record, the fact that GHGs could have a significant adverse environmental impact was known at the time the Capital Village MND was approved in 2005, and at the time the Supplemental MND was approved in 2006. Consistent with the statutory language, the courts have repeatedly held that new information that "was known" or "could have been known with the exercise of reasonable diligence" at the time of the EIR certification does not trigger the supplemental EIR standard. (*Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal.App.4th 515, 532 ("CREED II"); *A Local and Regional Monitor v. City of Los Angeles* (1993) 12 Cal.App.4th 1773, 1800–1803 (ALARM)). In particular, the courts have held that information on GHGs could have been known as early as 1994 and therefore do not trigger the new information standard under Section 21166 for EIRs certified after that date (CREED II, supra, 196 Cal.App.4th at 530–532 [Impact from GHGs not new information for EIR certified in 1994.]). Since the Capital Village MND was approved in 2005, and the Supplemental MND was approved in 2006, CREED II is dispositive and establishes that no review of this environmental issue is required for this project. (See also *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301 [court held that potential effects of GHGs were known and could have been addressed in conjunction with the approval of the EIR in 2002].) Therefore, the impact of greenhouse gases on climate change was

known at the time of adoption of the Capital Village MND in 2005 and Supplemental MND in 2006. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or negative declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA.

CHANGES IN CIRCUMSTANCES SINCE ADOPTION OF THE MND

Due to the recession that began in 2007, the level of growth in the City did not occur as was projected. Projects that were approved prior to the Capital Village Project were, in many cases, put on hold and even today have not started construction. For instance, the Sunridge East project, located in the City's Sunridge Specific Plan, included 2,627 units and has not started construction. Furthermore, North Douglas, also included as part of the Sunridge Specific Plan, includes 680 units that only began construction in 2015. Other projects, such as Sunridge Park, Anatolia I, II, and III, have all been under construction, but have not built out as expected. Therefore, the current and cumulative conditions with respect to background growth assumed in the Capital Village MND have not occurred and the cumulative effects, as well as the project's contribution to those effects, are less than previously assumed.

3.0 ENVIRONMENTAL CHECKLIST

DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ 841.8588 2551890.2
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Bret Sampson

Printed Name

Date

Project Planner

Title

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
I. AESTHETICS. Would the project:					
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒	☒
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The Capital Village MND determined that there are no scenic vistas in the project area and that the Capital Village Project would have a less than significant impact on views from surrounding parcels. Currently, the area surrounding the project site is developed with urban uses including residential, commercial, office, and park uses. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on a scenic vista compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.
- b) **No New Impact.** There are no officially designated state or local scenic highways in the vicinity of the project site. Therefore, project implementation would have no effect on scenic resources within a scenic highway corridor. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on scenic resources in a state scenic highway compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.
- c) **No New Impact.** Under the Capital Village Project, the Loft District parcel was approved for up to a seven-story mixed-use development. The Capital Village MND concluded that development of the site would be consistent with the existing and planned development in the area and would have a less than significant impact on the existing visual character of the site and its surroundings. The Bridgeway Square Project proposes two detached four-story structures and one detached five-story structure (facing the existing commercial uses on the western side) on the Loft District parcel (project site). The proposed project would result in residential development that would be considered consistent with the urban land use conditions that exist in the vicinity, including two- to three-story townhomes east of the site or with the multi-story office buildings north and west of the site. The proposed Bridgeway Square Project would not result in a new or substantial increase in the severity of changes to visual character compared to that

3.0 ENVIRONMENTAL CHECKLIST

identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- d) **No New Impact.** The Capital Village MND determined that development of the Capital Village Project site would not substantially increase light or glare, as the surrounding area is currently developed with other urban uses. Like the development analyzed in the Capital Village MND, the proposed Bridgeway Square Project would be subject to Rancho Cordova Municipal Code Chapter 23.725, Outdoor Lighting, which generally requires all outdoor lighting to be directed downward and shielded so as to prevent glare, light trespass, and light pollution. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in light and glare compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of aesthetic and visual resources impacts compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997), prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forestland, including the Forest and Range Assessment Project and the Forest Legacy Assessment project, and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒	☒
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒	☒
d) Result in the loss of forestland or conversion of forestland to non-forest use?	☐	☐	☐	☒	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forestland to non-forest use?	☐	☐	☐	☒	☒

Discussion of Impacts

- a-e) **No New Impact.** The Capital Village Project site and surrounding parcels are not designated Prime Farmland, Farmland of Statewide Importance, or Unique Farmland; are not zoned for agricultural use; and are not subject to a Williamson Act contract. The project site contains no trees and is not zoned for forestland, timberland, or timberland production. Furthermore, the project site has been graded and is surrounded by urban uses. Therefore, the proposed Bridgeway Square Project would have no impacts, direct or indirect, on agriculture or forest resources. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on agricultural

3.0 ENVIRONMENTAL CHECKLIST

or forestry resources compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts on agriculture or forestry resources compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The Capital Village MND identified less than significant impacts regarding the potential to conflict with implementation of the applicable air quality plans in the project region. The Sacramento Metropolitan Air Quality Management District (SMAQMD) coordinates the work of government agencies, businesses, and private citizens to achieve and maintain healthy air quality for the Sacramento area. The SMAQMD develops market-based programs to reduce emissions associated with mobile sources, processes permits, ensures compliance with permit conditions and with SMAQMD rules and regulations, and conducts long-term planning related to air quality.

Sacramento County, and thus Rancho Cordova, is classified as a nonattainment region for federal and state ozone, coarse particulate matter (PM₁₀), and fine particulate matter (PM_{2.5}) standards (CARB 2013). Since Sacramento County is classified as a nonattainment area, the SMAQMD is required to submit air quality plans and rate-of-progress milestone evaluations in accordance with the federal Clean Air Act. The SMAQMD air quality attainment plans and reports, which include the Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan (2008), the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County (2010), and PM_{2.5} State Implementation Plan (2013), present comprehensive strategies to reduce the ozone precursor pollutants (reactive organic gases [ROG] and nitrous oxides [NO_x]) as well as particulate matter (PM) emissions from stationary, area, mobile, and indirect sources. The Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan includes the information and analyses to fulfill Clean Air Act requirements for demonstrating reasonable further progress toward attaining the 8-hour ozone national ambient air quality standards (NAAQS) for the Sacramento region. In addition, this plan establishes an

3.0 ENVIRONMENTAL CHECKLIST

updated emissions inventory and maintains existing motor vehicle emission budgets for transportation conformity purposes. The PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County and PM_{2.5} State Implementation Plan attempt to fulfill the requirements of the US Environmental Protection Agency (EPA) to redesignate Sacramento County from nonattainment to attainment of the PM₁₀ and PM_{2.5} national ambient air quality standards.

According to SMAQMD guidance (2011a), if a project results in a change in a designated land use and corresponding substantial increases in vehicle miles traveled (VMT), the resultant increase in VMT may be unaccounted for in regional emissions inventories contained in the regional air quality control plans described above, which are based on local planning documents and general plans. Substantial increases in VMT that are not accounted for in the emissions inventory of these air quality plans may conflict with these air quality plans and therefore result in a contribution to the region's existing air quality nonattainment status.

As described in subsection XVI, Transportation/Traffic, the proposed project would result in 94 new external trips in the AM peak hour and 105 new external trips in the PM peak hour. In comparison, the uses on the parcel in the Capital Village MND would result in 40 trips in the AM peak hour and 86 trips in the PM peak hour. Based on a review of the Caltrans Traffic Census Program (2015), the number of trips in the highest peak hour is generally representative of 9 through 11 percent of the average daily total. For the purposes of this analysis, the traffic increase in the PM peak hour is considered to represent 9 percent of the daily total in order to provide a conservative analysis. As a result, the proposed project would result in approximately 1,167 daily trips. In comparison, the previously analyzed project would generate 956 daily trips. Therefore, the proposed project would result in 211 more daily trips than the uses on the parcel in the Capital Village MND.

The SMAQMD (2008) estimates a total of 69 million VMT in Sacramento County in 2015 and 75 million VMT in Sacramento County in 2020. According to the Federal Highway Administration (2009), the average vehicle trip length is 9.72 miles. Assuming each of the 211 additional daily traffic trips spanned 20 miles, the result would be 2,051 VMT, which is an increase of 0.003 percent of the estimated vehicle miles traveled in 2015 and 0.002 percent of the estimated vehicle miles traveled in 2020.

Although the proposed project would result in an increase in the number of trips compared to the uses previously analyzed in the Capital Village MND, the resultant VMT from trips generated by the proposed project would not constitute a substantial increase in VMT from that anticipated in the applicable air quality control plans. The proposed project would not conflict with the Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan, the PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County, or the PM_{2.5} State Implementation Plan. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on air quality compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- b) **No New Impact.** The Capital Village MND identified less than significant air quality-related impacts with the imposition of construction-related mitigation measures that reduce coarse particulate matter (PM₁₀) and nitrogen oxide (NO_x) emissions, and operational mitigation measures, including the implementation of an Operational Air Quality Mitigation Plan, which the SMAQMD has determined will reduce all operational

emissions by 18 percent. Mitigation measures in the MND also required payment of off-site mitigation fees.

Construction Emissions

Projected emissions associated with construction of the proposed Bridgeway Square Project are compared to construction emissions of the approved Commercial Mixed Use (CMU) Live/Work land use mix that was evaluated for the project site in the Capital Village MND and are presented in **Table 1**. As shown, construction of the proposed project would result in higher pollutant emissions compared with the approved land use mix in the Loft District evaluated in the Capital Village MND. However, it is noted that the CMU Live/Work land use evaluated in the MND for the project site planned for subterranean parking garages, the construction of which includes substantial amounts of excavation and the need to haul large amounts of soil off-site with heavy-duty haul trucks. The proposed Bridgeway Square Project does not include subterranean parking garages. Construction of the subterranean garages was not included in the emissions modeling in the MND, as the amount of soil excavation needed had not been determined at the time of the previous analysis. Therefore, emissions associated with the construction of the approved land use mix evaluated in the MND would be greater than those shown in **Table 1**.

Nonetheless, the emissions of the proposed Bridgeway Square Project would be less than the SMAQMD construction emission threshold of 85 pounds of nitrogen oxide (NO_x) per day. In addition, adherence to Capital Village MND mitigation measure **MM 3.1e** would reduce NO_x and PM emissions generated by construction equipment by 20 percent and 45 percent, respectively. Furthermore, Capital Village MND mitigation measures **MM 3.1a through MM 3.1d** would reduce fugitive dust emissions during construction.

TABLE 1
CONSTRUCTION-RELATED CRITERIA POLLUTANT AND PRECURSOR EMISSIONS
(MAXIMUM POUNDS PER DAY)

Construction Activities	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO _x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO ₂)	Coarse Particulate Matter (PM ₁₀)	Fine Particulate Matter (PM _{2.5})
Proposed Project						
Maximum Daily Emissions	16.29	57.72	53.81	0.08	21.14	12.67
MND Land Uses						
Maximum Daily Emissions	14.57	55.22	42.80	0.06	21.14	12.67
Difference						
	+ 1.72	+ 2.50	+ 11.01	+ 0.02	0.00	0.00

Source: CalEEMod version 2013.2.2. See **Appendix A** for emission model outputs.

Operational Emissions

Projected emissions associated with operations of the proposed Bridgeway Square Project are compared to operational emissions of the approved land use mix evaluated in the Capital Village MND for the project site and are presented in **Table 2**. As shown, operations of the proposed project would result in an increase in pollutant emissions

3.0 ENVIRONMENTAL CHECKLIST

compared with operations of the approved land use mix evaluated in the MND for the project site. However, the emissions would be less than the SMAQMD thresholds of 65 pounds of either nitrogen oxide (NO_x) or ROG per day.

TABLE 2
LONG-TERM OPERATIONAL EMISSIONS
(MAXIMUM POUNDS PER DAY)

Operations	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO _x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO ₂)	Coarse Particulate Matter (PM ₁₀)	Fine Particulate Matter (PM _{2.5})
Proposed Project						
Maximum Daily Emissions	11.83	9.06	61.25	0.09	6.59	1.93
MND Land Uses						
Maximum Daily Emissions	6.78	4.66	25.29	0.04	2.49	0.76
Difference						
	+ 5.05	+ 4.40	+ 35.96	+ 0.05	+ 4.10	+ 1.17

Source: CalEEMod version 2013.2.2. See **Appendix A** for emission model outputs.

In both construction activities and project operations, the proposed project would result in a relatively minor increase of air pollutant emissions compared with the land use mix previously evaluated for the project site. Regarding construction activities, the proposed project would still be required to comply with the all applicable construction-related mitigation measures from the Capital Village MND, which include requirements related to construction equipment as well as the payment of fees. In addition, construction would be subject to and would comply with the California airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations (CCR) that limits the idling of vehicles to no more than 5 minutes, which would further reduce air pollutant emissions.

Compliance with the mitigation measures identified in the Capital Village MND would ensure a less than significant impact during construction. Similarly, the proposed project would also be required to adhere to the operational-related mitigation measures contained in the MND, including compliance with the Capital Village Operational Air Quality Mitigation Plan, which requires a reduction of emissions of 18 percent and a payment of a fee for emissions that will still exceed the SMAQMD thresholds after imposition of the 18 percent reduction. However, the development of 199 residential units at the project site conforms to the intent of the Operational Air Quality Mitigation Plan in that it locates a residential land use in an area with a diversity of land uses. Consistent with the plan, the proposed project would provide moderate-density housing in a location in a convenient walking distance of employment centers, shopping centers, and transit routes. Compliance with the mitigation measures identified in the Capital Village MND would ensure a less than significant impact. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect concerning the violation of an air quality standard compared to that identified in the Capital Village MND, and no new impacts would result. Therefore, no further CEQA review is required.

- c) **No New Impact.** Due to the region's nonattainment status for ozone and PM₁₀, the SMAQMD considers projects that are consistent with all applicable air quality plans intended to bring the basin into attainment for all criteria pollutants, and below SMAQMD significance thresholds, to have less than significant cumulative impacts. As discussed in Issues a) and b), the proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on air quality compared to that identified in the Capital Village MND for the project site and no new impacts would result. Therefore, the Bridgeway Square Project's air pollutant contribution would not be cumulatively considerable and no further CEQA review is required.
- d) **No New Impact.** Sensitive land uses are generally defined as locations where people reside or where the presence of air emissions could adversely affect the use of the land. Typical sensitive receptors include residents, schoolchildren, hospital patients, and the elderly. An existing residential neighborhood and a park are located directly to the east of the project site.

Air Toxics

The Bridgeway Square Project would not be a source of air toxics, as it proposes residential development, which does not generate air toxics. However, construction activities would involve the use of a variety of gasoline- and diesel-powered equipment that emits exhaust fumes. Sensitive receptors in the project vicinity could be exposed to nuisance dust and heavy equipment emission odors (i.e., diesel exhaust) during construction. However, the use of diesel-powered construction equipment would be temporary and episodic and would occur over several locations isolated from one another. Additionally, construction activities would occur within an area that is approximately 5 acres. Construction projects contained in a site of such size are generally considered by the California Air Resources Board to represent less than significant health risk impacts due to (1) limitations on the off-road diesel equipment able to operate and thus a reduced amount of generated diesel PM, (2) the reduced amount of dust-generating ground disturbance possible compared to larger construction sites, and (3) the reduced duration of construction activities compared to the development of larger sites. In addition, construction activities would be subject to SMAQMD Rule 403, which requires taking reasonable precautions, such as using water or chemicals for control of dust during construction operations, the construction of roadways, or the clearing of land, to prevent the emissions of fine particulate matter.

According to the SMAQMD, when a project includes development of new sensitive receptors, such as residential development, all sources of air toxics within a half mile (2,640 feet) of the proposed project with potential to affect the proposed development should be analyzed. According to the California Air Resources Board's (CARB) (2013) Community Health Air Pollution Information System, there are no sources of toxic air contaminants within a half mile of the proposed project site. This search was augmented by the EPA's (2013) National Air Toxic Program Release Chemical Report, which similarly identifies no sources of air toxics within a half mile of the proposed project site. Therefore, the project would not locate a residential neighborhood in the vicinity of a stationary air toxic source.

Freeways and major roadways are another source of air toxics. These roadways are sources of diesel particulate matter (diesel PM), which CARB lists as a toxic air contaminant. The SMAQMD (2011b) has prepared the Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways. This protocol

3.0 ENVIRONMENTAL CHECKLIST

sets a screening threshold to determine whether a proposed sensitive land use would be negatively affected by its location adjacent to a freeway and/or major roadway. The protocol recommends that sensitive land uses be sited no closer than 500 feet from a high traffic roadway, defined as a freeway with greater than 100,000 vehicles per day or a roadway with greater than 50,000 vehicles per day. The project site is approximately 2,000 feet south of US Route 50, which is greater than the SMAQMD screening distance. Therefore, there would not be a substantial risk related to air toxics from high-volume roadways.

For the reasons stated, the proposed project would not result in a new or substantial increase in the severity of a significant adverse effect concerning the exposure to air toxics compared to that identified in the Capital Village MND, and no new impacts would result.

- e) **No New Impact.** According to the SMAQMD, land uses commonly considered to be potential sources of odorous emissions include wastewater treatment plants, sanitary landfills, composting/green waste facilities, recycling facilities, petroleum refineries, chemical manufacturing plants, painting/coating operations, rendering plants, and food packaging plants. No major sources of odors were identified in the vicinity of the project site that could potentially affect proposed on-site residential land uses. In addition, the proposed project would not result in the development or long-term operation of any on-site sources of odors due to its nature as a residential land use. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect concerning odors compared to that identified in the Capital Village MND, and no new impacts would result.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts related to air quality compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
IV. BIOLOGICAL RESOURCES. Would the project:					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☐	☒	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☐	☒	☒
c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒	☒
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The Capital Village MND identified the presence of elderberry shrubs and the past presence of a transient burrowing owl on the Capital Village Project site, and determined the impact to be potentially significant. The MND provided mitigation measure MM 4.1, prohibiting the stockpiling of debris during construction which could attract burrowing owls, and mitigation measure MM 4.2, requiring a preconstruction survey for elderberry shrubs and measures to mitigate for loss, if necessary. With

3.0 ENVIRONMENTAL CHECKLIST

implementation of these mitigation measures, the impact was determined to be less than significant.

The proposed Bridgeway Square Project would be constructed on the Loft District parcel within the footprint of the Capital Village Project site evaluated in the Capital Village MND and would be subject to mitigation measures MM 4.1 and MM 4.2. Furthermore, since approval of the Capital Village MND, a majority of the Capital Village Project area has been developed, and the project site has been graded and underground infrastructure installed. Therefore, with mitigation, the proposed project would have a less than significant impact to special-status species. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on special-status species compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- b-f) **No New Impact.** The Capital Village MND determined that the Capital Village Project site does not contain any sensitive natural communities, federally protected wetlands, or wildlife migratory corridors or nursery sites, and the site is not subject to any adopted habitat conservation plans or natural resource conservation plans. The MND also determined that development of the Capital Village Project site would not conflict with any local policies or ordinances protecting biological resources.

Given that the proposed Bridgeway Square Project would be constructed on the Loft District parcel within Capital Village Project site, the other parts of the Capital Village Project area have been built out with urban uses, and the Loft District parcel has been graded since approval of the Capital Village Project, the proposed Bridgeway Square Project would result in less than significant impacts to biological resources. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on sensitive natural communities, federally protected wetlands, or wildlife migratory corridors or nursery sites compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts on biological resources compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
V. CULTURAL RESOURCES. Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☐	☒	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☐	☒	☒
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒	☒
d) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code?	☐	☐	☐	☒	☒

Discussion of Impacts

- a-d) **No New Impact.** The Capital Village MND included an archaeological investigation that did not identify any prehistoric sites, historic sites, or unique archaeological resources on the Capital Village Project site. The MND did identify the potential for soil-disturbing construction activities to disturb unknown subsurface cultural resources and/or human remains. Thus, the MND determined that the impact would be potentially significant and provided mitigation measure MM 5.1, which requires all work to stop in the vicinity of any discovered resources and a qualified archaeologist to be consulted to determine appropriate mitigation measures.

The proposed Bridgeway Square Project would be constructed on the Loft District parcel of the Capital Village Project and would therefore have the same potential to disturb unknown cultural resources and/or human remains as that identified in the Capital Village MND. The proposed project would be subject to mitigation measure MM 5.1. In addition, as noted above, since approval of the Capital Village Project, the Loft District parcel has been graded and underground infrastructure installed and no resources have been encountered during excavation. Therefore, the proposed project would result in less than significant impacts to cultural resources. The proposed project would not result in a new or substantial increase in the severity of a significant adverse effect on cultural resources compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts on cultural resources compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
VI. GEOLOGY AND SOILS. Would the project:					
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving:					
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒	☒
iv) Landslides?	☐	☐	☐	☒	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☒	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The MND concluded that the site is at a low risk for strong seismic ground shaking and related hazards and that compliance with the seismic standards enforced by the Uniform Building Code would reduce this impact to a less than significant level.

The proposed Bridgeway Square Project would be constructed on the Loft District parcel within the Capital Village Project area evaluated in the Capital Village MND and would therefore result in similar geologic impacts. The project applicant would incorporate recommendations from the geotechnical report into the project design. Furthermore, the proposed project would be subject to the minimum standards for structural design and site development provided by the State of California through the California Building Code (CBC) (California Code of Regulations (CCR), Title 24, Part 2). The City of Rancho Cordova adopted the 2013 CBC as the basis for the City's Building Code (Rancho Cordova Municipal Code Section 16.04.010). All buildings constructed in the city, including those that would be developed on the Loft District parcel under the proposed project, would be required to comply with the CBC, which includes special design requirements for building and foundation capabilities, masonry and concrete reinforcement, and building spacing to accommodate moderate earthquake shaking. The City's enforcement of its Building Code ensures the project would be consistent with the CBC. It has been shown that compliance with modern building codes can greatly reduce risks associated with ground shaking. The CBC design requirements reduce impacts associated with seismic ground shaking by preparing structures to accommodate moderate earthquake-related ground movement. Compliance with these seismic design parameters would ensure that impacts resulting from seismic ground shaking at the project site would be less than significant. The proposed project would not result in a new or substantial increase in the severity of substantial adverse risks related to geologic conditions compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- b) **No New Impact.** The Capital Village MND determined that compliance with existing grading and erosion control regulations in place at the time of project approval would reduce erosion impacts to a less than significant level.

The proposed Bridgeway Square Project would be subject to the City's Erosion Control ordinance and the current National Pollutant Discharge Elimination System (NPDES) permit conditions for Rancho Cordova, which would minimize erosion during project construction and operation. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of a substantial effect from erosion or loss of topsoil compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- c, d) **No New Impact.** The MND concluded that the Capital Village Project site is suitable for development but identified two geotechnical concerns—compressible soil and expansive soil—and provided appropriate recommendations to address these concerns. In addition, the report recommended that a project-specific geotechnical study be prepared once a building plan is available to address specific conditions at the building locations. With incorporation of these recommendations, these impacts were determined to be less than significant.

The proposed Bridgeway Square Project would be constructed on the Loft District parcel within the Capital Village Project and would therefore have the same potential for impacts related to compressible and/or expansive soils and those evaluated in the Capital Village MND. The project would incorporate the recommendations from the project-specific geotechnical study into project design. Therefore, these impacts would be less than significant. The proposed project would not result in a new or substantial increase in the severity of substantial adverse risks related to unstable or expansive soils

3.0 ENVIRONMENTAL CHECKLIST

compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

- e) **No New Impact.** Neither the Capital Village project nor the proposed project includes the installation of any septic tanks or other alternative wastewater disposal systems. Therefore, there would be no impact. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects from septic tanks or other alternative wastewater disposal systems compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.
- f) **No New Impact.** Potential impacts to paleontological resources for the Capital Village project were evaluated in subsection V, Cultural Resources. The Capital Village MND concluded that ground-disturbing construction activities could potentially disturb unanticipated paleontological resources on the site. The MND determined that implementation of mitigation measure MM 5.1 would reduce this impact to a less than significant level. As described previously, the proposed Bridgeway Square Project would be constructed on the Loft District parcel within the Capital Village Project, and grading and subsurface work has already been completed on the project site and no resources have been discovered. Therefore, the proposed project would have a less than significant impact on paleontological resources. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on paleontological resources compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts related to geology and soils compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
VII. GREENHOUSE GAS EMISSIONS. Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒	☐

Discussion of Impacts

- a, b) **No New Impact.** As noted above under "Previous Analysis," the impact of greenhouse gases on climate change was known at the time of adoption of the Capital Village MND in 2005 and Supplemental MND in 2006. Under CEQA standards, it is not new information that requires subsequent analysis. Therefore, no environmental analysis of the project's impacts on this issue is required under CEQA.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒	☒
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	☒
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒	☒
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒	☒

Discussion of Impacts

- a-d) **No New Impact.** Based on an initial Phase I Environmental Site Assessment (ESA) prepared for the Capital Village Project site, the Capital Village MND identified potential hazardous impacts resulting from exposure to off-site groundwater contamination; exposure to residual agricultural chemicals; potential Kiefer Landfill impacts; exposure to toxic air emission sources; exposure to polychlorinated biphenyls (PCB) and radon; and the potential of exposure to asbestos during the construction period. The report provided various recommendations to address these concerns (required as mitigation measures MM 7.1a through MM 7.1c) and recommended preparation of a Phase II ESA. The Phase II ESA concluded that mercury levels on the Capital Village Project site were consistent with expected naturally occurring background levels and no further testing was needed.

As described previously, the proposed Bridgeway Square Project would occur on the Loft District parcel of the Capital Village Project and would therefore result in similar impacts related to hazards and hazardous materials as those evaluated in the Capital Village MND. The proposed project would not result in the use or storage of large volumes of hazardous materials on the project site and would not emit any hazardous emissions. In addition, the project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (Cortese List). Furthermore, the proposed project would be subject to mitigation measures MM 7.1a through MM 7.1c, which would minimize exposure to the potential hazardous impacts identified in the Phase I ESA. Therefore, these impacts would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to exposure to hazardous materials or hazardous waste compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- e, f) **No New Impact.** The Bridgeway Square Project site is located within approximately 1.5 miles of Mather Airport but is not within the airport's safety zone identified in its Comprehensive Land Use Plan (SACOG 1997). The Bridgeway Square Project would not involve any tall structures that could interfere with aircraft operations, and in fact proposes structures with fewer stories than are currently approved in the Loft District. Therefore, the project would not result in a safety hazard for people residing or working in the project area. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects from airports or airstrips compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.
- g) **No New Impact.** The project site is not located along a major route or near any critical facilities and would not interfere with emergency response or evacuation. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on emergency response or evacuation compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.
- h) **No New Impact.** The project site is located in an urbanized area and is not at risk of wildfire. Therefore, project implementation would not expose people or structures to risks associated with wildland fire. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to wildland fire compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

3.0 ENVIRONMENTAL CHECKLIST

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts related to hazards and hazardous materials compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
IX. HYDROLOGY AND WATER QUALITY. Would the project:					
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion, siltation, and or environmental harm on- or off-site?	☐	☐	☐	☒	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff during construction and after construction in a manner that would result in flooding on- or off-site?	☐	☐	☐	☒	☒
e) Have the potential for discharge of stormwater from material storage areas, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?	☐	☐	☐	☒	☒
f) Have the potential for discharge of stormwater to impair the beneficial uses of the receiving waters or areas that provide water quality benefit?	☐	☐	☐	☒	☒
g) Have the potential for the discharge of stormwater to cause significant harm on the biological integrity of the waterways and water bodies?	☐	☐	☐	☒	☒

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
h) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒	☒
i) Otherwise substantially degrade water quality?	☐	☐	☐	☒	☒
j) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒	☒
k) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	☐	☐	☐	☒	☒
l) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam?	☐	☐	☐	☒	☒
m) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒	☒

Discussion of Impacts

a, e, f,

g, i) **No New Impact.** The Capital Village MND determined that compliance with applicable water quality standards and waste discharge requirements would reduce the project's impacts to water quality to a less than significant level.

The proposed Bridgeway Square Project would be constructed on the Loft District parcel within the Capital Village Project and would be subject to the same water quality standards and waste discharge requirements evaluated in the Capital Village MND. The proposed project would be required to comply with all applicable water quality standards and waste discharge requirements as a condition of project approval. Additionally, the proposed project would be required to obtain coverage under the State's General Construction NPDES permit, which requires projects to develop and implement a stormwater pollutant prevention plan (SWPPP) that includes best management practices (BMPs) and requires inspections of stormwater control structures and pollution prevention measures both during and post construction. The proposed project does not result in any new or substantially more severe significant impact than those previously analyzed in the Capital Village MND. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to water quality in discharges compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

b) **No New Impact.** The Capital Village MND determined that the project's impacts to groundwater supplies and recharge would be less than significant.

Based on an average per capita water use of 255 gallons per day per multi-family unit, the proposed Bridgeway Square Project would have a total water demand of approximately 50,745 gallons per day or 56.8 acre-feet per year. The 43 residential units and 24,800 square feet of retail uses analyzed for the Loft District in the Capital Village MND would generate demand of approximately 19,160 gallons per day or 21.5 acre-feet per year. Therefore, the proposed project's water demand would be approximately 35.3 acre-feet per year more than demand for the land uses assumed for the Loft District in the MND.

The project site is located in Golden State Water Company's Cordova System. Golden State Water Company reviewed the proposed Bridgeway Square Project and provided confirmation that it will be able to provide domestic and fire protection water service to the project (Golden State 2015). According to the water company's 2010 Urban Water Management Plan (UWMP) – Cordova, the Cordova System is supplied in part by groundwater from seven active production wells located in the Central Sacramento Basin (also known as the South American Subbasin). The Central Sacramento Basin is not in overdraft condition and is actively managed by the Central Sacramento County Groundwater Forum, which has identified a peak reliable groundwater extraction capacity for the basin (13,372 acre-feet per year) and developed the Central Sacramento County Groundwater Management Plan to ensure reliability of the groundwater resource. The UWMP for its Cordova System projects a water supply surplus of 3,742 acre-feet per year through 2035 during normal, single dry, and multiple dry year scenarios. Therefore, increased project demand would not result in a substantial increase in groundwater extraction or demand from that projected in the UWMP such that groundwater supplies would be substantially depleted. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to groundwater compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

c, d, h) **No New Impact.** The Capital Village MND determined that construction of the Capital Village Project would increase runoff volumes and flow rates but the proposed on-site drainage system would detain runoff, preventing flooding. The proposed Bridgeway Square Project would result in the construction of impervious surfaces over much of the Loft District parcel and would result in similar increases in runoff volumes and flow rates as those evaluated in the MND. The proposed project includes an on-site drainage system that would be designed to ensure post-construction runoff volumes and rates do not exceed pre-construction runoff volumes and rates. The impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to runoff volumes and flow rates compared to that identified for the Loft District in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

j-m) **No New Impact.** The Capital Village MND determined that the entire Capital Village Project site was located outside the 100-year flood hazard area and due to its location, was not at risk of tsunami or seiche waves. As described previously, the proposed project would be constructed on the Loft District parcel within the Capital Village Project area, which was evaluated in the Capital Village MND. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to hazards in a 100-year floodplain compared to that identified for the Loft District in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.

3.0 ENVIRONMENTAL CHECKLIST

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of impacts related to water quality, flooding, or groundwater compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
X. LAND USE AND PLANNING. Would the project:					
a) Physically divide an established community?	☐	☐	☐	☒	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The project site is surrounded by urban development. Project implementation would not interfere with vehicle or pedestrian movement through the area and would not otherwise divide the surrounding community. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects from dividing an established community compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.
- b) **No New Impact.** The proposed project would not conflict with any land use plans or policies intended to mitigate environmental effects. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to conflicts with land use plans compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.
- c) **No New Impact.** No adopted habitat conservation plans or natural community conservation plans cover the project site. Therefore, there would be no impact. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to habitat conservation plans or natural community conservation plans compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to land use and planning compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XI. MINERAL RESOURCES. Would the project:					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒	☒

Discussion of Impacts

- a, b) **No New Impact.** The Capital Village MND determined that the project site is not identified as a high-quality mineral resource area and is not located in a designated mineral resource zone. As described previously, the proposed project would be constructed on the Loft District parcel within the Capital Village Project, which was evaluated in the MND. Therefore, project implementation would have no impact on mineral resources. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to mineral resources compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects on mineral resources compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XII. NOISE. Would the project result in:					
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	☐	☐	☐	☒	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒	☒
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	☒

Discussion of Impacts

- a, c) **No New Impact.** Based on an environmental noise assessment, the Capital Village MND determined that there was potential for the residential uses to be exposed to noise levels in excess of applicable noise standards resulting from operation of the proposed commercial uses and from traffic on the adjacent International Drive. Mitigation measures MM 11.1, MM 11.2, and MM 11.3 were provided requiring construction of a 6-foot-tall noise barrier near the loading dock area and parapets along rooflines to shield rooftop equipment, as well as installation of noise-reducing windows and air conditioners in units facing International Drive.

The proposed project would also result in the development of residential units on the project site that could be exposed to noise in the project vicinity, including traffic noise from adjacent roadways. However, the proposed project would not be located adjacent to International Drive and mitigation measure MM 11.3 would not apply. The roadways adjacent to the project site (Bridgeway Drive, Data Drive, and Disk Drive) are all minor streets with limited traffic that would not be expected to expose the proposed

3.0 ENVIRONMENTAL CHECKLIST

residential units to noise levels in excess of the City's applicable noise standards. Furthermore, because the proposed project does not include any commercial uses, the proposed residential units would not be exposed to noise associated with an on-site loading dock and mitigation measure MM 11.1 would not apply. Existing uses surrounding the project site include residential units, office and commercial buildings, and a small neighborhood park. The MND assumed development of residential uses on the Loft District parcel and considered noise generated by the uses adjacent to the site, so the noise exposure of the proposed project would be the same as that assumed in the MND.

Operation of the proposed project would generate noise resulting from increased vehicle traffic and operation of rooftop equipment potentially exposing surrounding uses to excessive noise. However, as discussed in subsection XVI, Transportation/Traffic, the proposed project would result in up to approximately 54 net new vehicle trips in the AM peak hour and 19 additional trips in the PM peak hour. Such increases would only incrementally increase traffic noise on area roadways, but a doubling of traffic is required in order to increase traffic noise by 3 decibels. The traffic study for the Capital Village Project estimated 939 total AM peak-hour trips and 2,007 PM peak-hour trips, so the proposed project would not result in a substantial change in traffic noise or exceed the City's applicable noise standards. Operation of proposed rooftop equipment could expose adjacent uses to excessive noise levels. Mitigation measure MM 11.2, which requires construction of parapet walls to shield such equipment on buildings on the project site, would reduce noise from proposed rooftop equipment. Therefore, with mitigation, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to substantial permanent increases in ambient noise levels compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- b) **No New Impact.** The Capital Village MND determined that compliance with the City's Noise Ordinance would reduce impacts related to groundborne vibration to a less than significant level.

Groundborne vibrations and noise can result from both grading and construction activities. The project site has been graded and underground utilities installed. Therefore, site preparation activities should be minimal and no groundborne vibration would be expected. While some localized vibrations may occur during construction, such vibrations are expected to be minor and would not affect the closest sensitive receptors, the residential neighborhood east of the site. Once construction of the proposed project is completed, no substantial ground vibrations or noises are expected to occur. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to groundborne vibration compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- d) **No New Impact.** The Capital Village MND determined that temporary construction noise would be a potentially significant impact and provided mitigation measure MM 11.4, which requires various measures to minimize construction-related nuisances. Similarly, the proposed Bridgeway Square Project would require the use and transport of heavy equipment during construction, temporarily increasing ambient noise levels in the area. Construction activities would be limited to daylight hours in accordance with the City's Noise Ordinance. In addition, the proposed project would be subject to mitigation measure MM 11.4. Construction of the proposed project would require similar construction equipment and construction techniques, so mitigation measure MM 11.4

would have the same mitigating effect as assumed in the MND. Therefore, with mitigation, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to substantial temporary increases in ambient noise levels compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- e, f) **No New Impact.** The Capital Village MND determined that while the Capital Village Project site is located within approximately 1 mile of Mather Airport, no adverse or excessive noise impacts are anticipated and the impact would be less than significant.

According to the Mather Airport Comprehensive Land Use Plan (SACOG 1997, Figure 7), the Loft District is located outside of the noise contours identified for the airport and would not be exposed to excessive noise related to airport operations. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to substantial aircraft noise compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to noise and vibration compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XIII. POPULATION AND HOUSING. Would the project:					
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☒	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The Capital Village MND analyzed the development of 827 residential units for the Capital Village Project, with construction of 43 dwelling units and 24,800 square feet of retail space on the Loft District parcel. Assuming 2.81 persons per household (DOF 2015a), the Capital Village Project would generate 2,324 residents. The MND concluded that the Capital Village Project would have a less than significant impact related to population growth.

Based on an average of 2.81 persons per household, the proposed Bridgeway Square Project would provide housing for approximately 559 people, an increase of approximately 438 over that evaluated for the Loft District in the Capital Village MND ($[199 \times 2.81 = 559] - [43 \times 2.81 = 121] = 438$). However, the proposed project would not include any retail space and therefore would not indirectly induce population growth through the creation of new jobs.

As of January 2015, Rancho Cordova had an estimated population of 69,112 (DOF 2015b). The proposed project would result in a 0.8 percent increase in the city's total population. This would not be considered a substantial increase and would not exceed the city's projected population of 127,109 at buildout of its General Plan (beyond year 2030) (City of Rancho Cordova 2006, p. 4.3-11). Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to population growth compared to that identified in the MND and no new impacts would result. No further CEQA review is required.

- b, c) **No New Impact.** The project site is currently vacant. Therefore, project implementation would not displace any existing housing or people and would not require the construction of replacement housing elsewhere. There would be no impact. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to the displacement of housing or people compared

to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to population and housing compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:					
a) Fire protection?	☐	☐	☐	☒	☒
b) Police protection?	☐	☐	☐	☒	☒
c) Schools?	☐	☐	☐	☒	☒
d) Parks?	☐	☐	☐	☒	☒
e) Other public facilities?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The proposed Bridgeway Square Project would increase the population by 438 persons more than would have occurred with the 827 residential units assumed in the Capital Village MND, thereby increasing demand for fire protection services beyond that assumed in the MND. However, the project site is currently served for fire protection services and the project would not individually trigger the need to construct new or expanded fire protection facilities. Furthermore, the project would be subject to the Sacramento Metropolitan Fire District's adopted Capital Fire Facilities Fee Schedule in effect at the time a building permit is issued. The payment of this fee would fund any necessary expansion of services to serve the proposed project. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to fire protection compared to that identified in the Capital Village MND and no new impacts would result. Therefore, no further CEQA review is required.
- b) **No New Impact.** The proposed Bridgeway Square Project would increase the population by 438 persons more than would have occurred with the 827 residential units assumed in the Capital Village MND, thereby increasing demand for law enforcement services beyond that assumed in the MND. However, the project site is in an area that is currently served by law enforcement and would not individually trigger the need to construct new or expanded law enforcement facilities. Furthermore, the project would be subject to the City's adopted Community Facilities Fee program, which provides funding for necessary community facilities, including police stations. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to police protection compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.
- c) **No New Impact.** The project site is located within the boundaries of the Folsom Cordova Unified School District (FCUSD). The FCUSD has established school impact mitigation fees to address the facility impacts created by residential, commercial, and industrial development. Because the Bridgeway Square Project is a new residential use, the project applicant would be required to pay developer impact fees for residential uses in effect at the time of building permit application. The FCUSD uses these fees to pay for facility

expansion and upgrades needed to serve new students. Pursuant to California Government Code Section 65996, payment of these fees is considered full mitigation for project impacts to the FCUSD. Therefore, this impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to schools compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- d) **No New Impact.** See subsection XV, Recreation.
- e) **No New Impact.** The proposed Bridgeway Square Project is not expected to substantially increase demand for other public services and would not trigger the need to construct new public facilities. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to provision of public facilities compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to provision of public services compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XV. RECREATION					
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒	☒
b) Does the project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒	☒

Discussion of Impacts

- a, b) **No New Impact.** The Capital Village project included the dedication of 15 acres of parkland and open space including three neighborhood parks and landscaped corridors to meet the recreational demands of future residents. Based on the analysis in the Capital Village MND and the City's parkland standard of 5 acres per 1,000 residents (General Plan Action OSPT.1.1.1), that project would have been required to dedicate 0.6 acres of parkland.

The proposed Bridgeway Square Project involves the development of 156 more dwelling units than were evaluated for the Loft District in the Capital Village MND and would be required to dedicate an additional 2.2 acres of land for park development. The proposed development would include on-site private recreational facilities to serve residents, including a clubhouse with pool, spa, media room, game room, and outdoor lounge, but would not include any parkland. Therefore, the project applicant would be required under City ordinance to pay an in-lieu fee to fund the acquisition of land for park development elsewhere in the city. Payment of this fee would ensure that adequate parkland is provided to serve the project's future residents.

Construction of the proposed on-site recreational facilities could result in numerous environmental effects, including temporary aesthetic impacts, disturbance of biological and/or cultural resources, soil erosion, release of hazardous materials and/or air emissions associated with construction equipment, and temporary noise and traffic impacts. Each of these potential effects is addressed in the appropriate subsection of this document and, where necessary, mitigation is provided to reduce impacts to levels that are less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to deterioration of existing parks or construction of new parks compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to deterioration of existing parks or construction of new parks compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XVI. TRANSPORTATION/TRAFFIC. Would the project:					
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒	☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒	☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒	☒

Discussion of Impacts

- a, b) **No New Impact.** The Capital Village MND determined that the addition of project traffic would degrade operations at the Zinfandel Drive/Data Drive intersection from level of service (LOS) E to LOS F. Mitigation measure MM 15.1 was provided requiring the project applicant to pay its fair share to construct needed improvements at this intersection. The MND also determined that the Capital Village project would contribute to cumulative traffic at the following intersections: Zinfandel Drive/Data Drive, Zinfandel Drive/White Rock Road, Data Drive/Disk Drive, and Kilgore Road/White Rock Road. With implementation of mitigation measures 15.2 through 15.5, the impact was determined to be less than significant.

A supplemental traffic analysis was prepared for the proposed project in November 2015 (Fehr & Peers; see **Appendix B**) to compare the trip generation for the proposed

EXHIBIT 1A

3.0 ENVIRONMENTAL CHECKLIST

Bridgeway Square Project to the project previously analyzed for the Loft District in the Capital Village MND. Following is a summary of this analysis and its findings.

Trip Generation for the Previously Analyzed Land Use

Table 3 displays the previously analyzed project's weekday AM and PM peak-hour trip generation. The portion of the Capital Village Project on the Loft District parcel would generate 48 gross trips during the AM peak hour and 136 gross trips during the PM peak hour. Gross trips represent the total volume entering/exiting the project site and include both new trips generated and pass-by trips that enter/exit the project site en route to a different primary destination. After accounting for internal trips (trips that remain within the Capital Village mixed-use site) and pass-by trips, the previously assumed use in the Loft District would generate 40 new external trips during the AM peak hour and 86 external trips during the PM peak hour.

TABLE 3
TRIP GENERATION FOR PREVIOUSLY ANALYZED LAND USE

Land Use	Quantity	Trip Rate ¹		AM Peak-Hour Trips			PM Peak-Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Retail	24.8 KSF ²	1.03	4.40	16	10	26	52	57	109
		Internal Trips		-2	-1	-3	-7	-11	-18
		Pass-by Trips		-2	-1	-3	-14	-14	-28
		Net External Trips		12	8	20	31	32	63
Multi-Family Residential	43 DU ³	0.51	0.62	4	18	22	18	9	27
		Internal Trips		-1	-1	-2	-3	-1	-4
		Net External Trips		3	17	20	15	8	23
Total Trip Generation				20	28	48	70	66	136
Total Internal Trips				-3	-2	-5	-10	-12	-22
Total Net External Trips				17	26	43	60	54	114
Total Pass-by Trips				-2	-1	-3	-14	-14	-28
Total Net New External Trips				15	25	40	46	40	86

Source: Fehr & Peers 2015, p. 3

Notes:

1. Trip rates, internalization percentages, and pass-by percentages derived from Tables 4 and 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center – Rancho Cordova, California, February 6, 2006.
2. KSF = 1,000 square feet
3. DU = dwelling units

Trip Generation for the Proposed Project

Table 4 displays the proposed project's weekday AM and PM peak-hour trip generation. The proposed project would generate 101 gross trips during the AM peak hour and 123 gross trips during the PM peak hour. After accounting for internal trips, the project would generate 94 new external trips during the AM peak hour and 105 new external trips during the PM peak hour.

3.0 ENVIRONMENTAL CHECKLIST

Therefore, the proposed project would result in an increase of 54 trips in the AM peak hour and 19 trips in the PM peak hour (see **Table 5**) when compared to the previously analyzed project.

TABLE 4
TRIP GENERATION FOR PROPOSED LAND USE

Land Use	Quantity	Trip Rate ¹		AM Peak-Hour Trips			PM Peak-Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Multi-Family Residential	199 DU ²	0.51	0.62	20	81	101	80	43	123
		Internal Trips ³		-3	-4	-7	-12	-6	-18
Total Net New External Trips				17	77	94	68	37	105

Source: Fehr & Peers 2015

Notes:

1. Trip rates based on Apartment (220) land use category published in the Trip Generation Manual (Institute of Transportation Engineers 2012).
2. DU = dwelling units
3. Internalization percentages were derived from Table 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center – Rancho Cordova, California, February 6, 2006.

TABLE 5
TRIP GENERATION COMPARISON

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Previously Analyzed	15	25	40	46	40	86
Proposed	17	77	94	68	37	105
Difference	+ 2	+ 52	+ 54	+ 22	-3	+ 19

Source: Fehr & Peers 2015, p. 4

Intersection Analysis

The following five intersections were selected for analysis:

1. White Rock Road/Zinfandel Drive
2. White Rock Road/Data Drive
3. Data Drive/Zinfandel Drive
4. Data Drive/Disk Drive
5. Disk Drive/Bridgeway Drive

For each of these intersections, Fehr & Peers collected existing AM (7:00–9:00) and PM (4:00–6:00) peak-period intersection turning movement counts, analyzed existing traffic operations, and determined the resulting level of service.¹ As shown in **Table 6**, the White

¹ Level of service is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. In general, LOS A represents free-flow conditions with no congestion, and LOS F represents severe congestion and delay under stop-and-go conditions.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

Rock Road/Zinfandel Drive intersection is the only study intersection operating unacceptably (LOS F).

Traffic operations at the study intersections with the proposed project in place were then analyzed. The resulting levels of service are shown in **Table 6**. The addition of project trips to the roadway network would cause changes in delay at the following intersections:

- White Rock Road/Zinfandel Drive – The PM peak-hour delay increases by 2 seconds. Although the intersection already operates unacceptably, according to Sacramento County's *Traffic Impact Analysis Guidelines*, July 2004, this is not considered a significant impact because the increase in delay is less than 5 seconds.
- White Rock Road/Data Drive – The PM peak-hour delay increases by 1 second. The intersection level of service is unchanged and operates acceptably.
- Data Drive/Zinfandel Drive – Delay increases by 1 second in the AM peak hour and 2 seconds in the PM peak hour. The level of service results are unchanged, and the intersection operates acceptably in both time periods.
- Data Drive/Disk Drive – The AM peak-hour delay decreases by 1 second. Since intersection delay is calculated as a volume-weighted average of approach delays, the intersection has lower delay under plus project conditions because the project volume was added to an approach with low delay and the other approaches have low volume. Even though additional volume will increase delay on the conflicting approaches, the volume weighting of the average means that more vehicles traveling with a low delay can decrease the overall average.

TABLE 6
INTERSECTION LEVEL OF SERVICE – EXISTING AND EXISTING PLUS PROJECT CONDITIONS

Intersection	Control	Existing Conditions				Existing Plus Project Conditions			
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1. White Rock Road/Zinfandel Drive	Signal	26	C	85	F	26	C	87	F
2. White Rock Road/Data Drive	Signal	21	C	21	C	21	C	22	C
3. Data Drive/Zinfandel Drive	Signal	14	B	20	C	15	B	22	C
4. Data Drive/Disk Drive	Signal	9	A	8	A	8	A	8	A
5. Disk Drive/Bridgeway Drive	SSSC ²	3 (10)	A (A)	2 (11)	A (B)	3 (10)	A (A)	2 (11)	A (B)

Source: Fehr & Peers 2015, p. 8

Notes:

1. Delay is reported per 2010 HCM methodologies. Average intersection delay, in seconds per vehicle, reported for signal and all-way-stop intersections. Worst movement delay, in seconds per vehicle, reported for side-street stop intersections in parentheses. All results are rounded to the nearest second.

2. SSSC = side-street stop control

Bold type indicates unacceptable operations.

Based on the preceding analysis, the proposed project would not cause operations at any of the study intersections to significantly degrade compared to the uses evaluated for the Loft District in the Capital Village MND. The proposed project would be subject to

3.0 ENVIRONMENTAL CHECKLIST

mitigation measures MM 5.1 through 15.5 provided in the Capital Village MND to mitigate impacts to the Zinfandel Drive/Data Drive, Zinfandel Drive/White Rock Road, Data Drive/Disk Drive, and Kilgore Road/White Rock Road intersections. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to generation of traffic compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- c) **No New Impact.** The project site is located within approximately 1.5 miles of Mather Airport. However, the proposed Bridgeway Square Project would not increase the air traffic level and would not include any structures of such a height as to interfere with or cause changes to existing air traffic patterns. In fact the proposed project buildings will have fewer stories than those currently approved for the Loft District and evaluated in the Capital Village MND. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on air traffic compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required
- d, e) **No New Impact.** The proposed Bridgeway Square Project site plan includes two entrances to be constructed along an existing private driveway east of the existing UC Davis Medical Group building. The proposed improvements have been designed in accordance with City road and improvement standards. Therefore, the proposed project would not result in the development of any new hazards to motorists or pedestrians and would provide sufficient emergency access. As described previously, the proposed project would be compatible with the surrounding development, which includes other multi-family residential uses. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects related to hazards due to roadway design features and emergency access compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.
- f) **No New Impact.** The roadways surrounding the project site have been constructed in accordance with the City's General Plan Circulation Element, including sidewalks and bicycle lanes. The proposed project includes an additional pedestrian crossing near the intersection of Bridgeway Drive and Atherstone Drive, as well as pedestrian access through the proposed on-site parking areas. The proposed project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on public transit, bicycle, or pedestrian facilities compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to transportation and traffic compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact	Reviewed Under Previous Document
XVII. UTILITIES AND SERVICE SYSTEMS. WOULD THE PROJECT:					
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	☒
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒	☒
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	☐	☐	☐	☒	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒	☒
g) Comply with federal, state and local statutes and regulations related to solid waste?	☐	☐	☐	☒	☒

Discussion of Impacts

a, b, e) **No New Impact.** The Capital Village MND determined that compliance with the requirements of County Sanitation District-1 and the Central Valley Regional Water Quality Control Board would reduce these impacts to less than significant.

The proposed Bridgeway Square Project would result in development of 156 more residential units, with approximately 438 additional residents, but would not include the 24,800 square feet of retail assumed in the Capital Village MND. While the proposed project would result in more water demand and generate more wastewater than analyzed in the MND, the site has been planned for urban development and the serving infrastructure has been sized to accommodate its development. There would be adequate capacity to serve the project's anticipated demand. Therefore, no new or expanded wastewater infrastructure or treatment facilities would be required. The

3.0 ENVIRONMENTAL CHECKLIST

proposed project would not result in a new or substantial increase in the severity of significant adverse effects on water or wastewater facilities compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- b, d) **No New Impact.** The Capital Village MND determined that the Capital Village Project's impacts related to water supply would be less than significant.

As described in subsection IX, Hydrology and Water Quality, the proposed project would have an estimated water demand of 56.8 acre-feet per year, which is approximately 35.3 acre-feet per year more than demand for the land uses assumed in the MND. The Golden State Water Company's 2010 UWMP for its Cordova System projects a water supply surplus of 3,742 acre-feet per year through 2035 during normal, single dry, and multiple dry year scenarios. On June 19, 2015, the Golden State Water Company (GSWC), the water provider for the Capital Village Project area, provided a will-serve letter to the project applicant for the Bridgeway Square Project (Golden State 2015). The GSWC did not indicate the need for additional water treatment facilities or additional supply sources. Therefore, there would be sufficient water supplies available to serve the proposed project, and no new or expanded water entitlements or water treatment facilities would be required. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on water treatment facilities or water sources compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- c) **No New Impact.** Stormwater facilities to serve the project site have been constructed within the adjacent roadways. The proposed project would involve the construction of on-site drains and connections to these existing stormwater facilities. The construction of these on-site improvements was assumed as part of the project description and evaluated in the Capital Village MND and throughout this document. Potential impacts include disturbance of biological and/or cultural resources, temporary air emissions, soil erosion and water quality degradation, handling of hazardous materials, temporary construction noise, and temporary construction traffic. This impact would be less than significant. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on stormwater facilities compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- f, g) **No New Impact.** The Capital Village MND determined that the project would have no impacts related to solid waste. Based on the assumptions in the Capital Village MND and estimated solid waste generation rates provided by the California Department of Resources Recycling and Recovery (CalRecycle 2013a, 2013b), the 43 units and 24,800 square feet commercial assumed in the Capital Village MND would generate an estimated 131 tons of solid waste per year.²

² 24,800 square feet commercial retail space X 0.02 pounds per square foot per day (CalRecycle 2013a) = 496 pounds per day X 365 days per year = 181,040 pounds per year / 2,000 pounds per ton = 91 tons per year. 43 multi-family dwelling units X 5.1 pounds per unit per day (CalRecycle 2013b) = 219.3 pounds per day X 365 days per year = 80,045 pounds per year / 2,000 pounds per ton = 40 tons per year

The proposed project would result in the construction of 199 multi-family dwelling units, which would generate an estimated 185.2 tons of solid waste per year.³ This estimated increase in solid waste generation would be considered negligible and would not exceed the remaining capacity at the Sacramento County (Kiefer) Landfill, which is estimated at nearly 113 million cubic yards. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on solid waste facilities compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of effects related to utilities and infrastructure compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

³ 199 multi-family dwelling units X 5.1 pounds per unit per day (CalRecycle 2013b) = 1014.9 pounds per day X 365 days per year = 370,438.5 pounds per year / 2,000 pounds per ton = 185.2 tons per year

3.0 ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact	Reviewed Under Previous Document
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE					
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.	☐	☐	☐	☒	☒
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒	☒

Discussion of Impacts

- a) **No New Impact.** The proposed project would be constructed on the Loft District parcel within the Capital Village Project, which was analyzed in the Capital Village MND and the Loft District has been graded since approval of the Capital Village project. The Capital Village MND identified mitigation measures prohibiting the stockpiling of debris during construction which could attract burrowing owls and requiring a preconstruction survey for elderberry shrubs and measures to mitigate for loss, if necessary. With implementation of these mitigation measures, the impact was determined to be less than significant. The project site does not contain any sensitive natural communities, federally protected wetlands, or wildlife migratory corridors or nursery sites, and is not subject to any adopted habitat conservation plans or natural resource conservation plans.

The proposed project would be constructed on the Loft District parcel within the Capital Village Project and would therefore have the same potential to disturb unknown cultural resources and/or human remains as that identified in the Capital Village MND. The proposed project would be subject to mitigation measure MM 5.1. In addition, as noted above, since approval of the Capital Village project, the project site has been graded and underground infrastructure installed. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on biological or

cultural resources compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

- b) **No New Impact.** The project site was approved for a four- to seven-story mixed-use development, conceptualized to include three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service, or other active uses, and allows residential uses up to 40 dwelling units per acre (204 dwelling units). The City Council found that the MND adequately addressed the impacts of the project as approved. As previously discussed, since approval of the Capital Village Project, many projects approved prior to the Capital Village Project were put on hold and have not started construction. Therefore, the background growth assumed in the MND has not occurred and the cumulative effects, as well as the project's contribution to those effects, are less than previously assumed. Therefore, the proposed project's contribution to cumulative effects would not be more severe than previously considered.
- c) **No New Impact.** The Capital Village MND determined that residents could be exposed to air emissions, hazards, or noise levels that exceed City noise standards and provided mitigation that would reduce those potential impacts to a less than significant level. The proposed project would add residents to the project area who could be exposed to noise levels in excess of City standards. Implementation of measures identified for the Capital Village project would ensure that residents would not be exposed to excessive noise. Similarly, mitigation identified in the MND for air emissions and hazardous materials would have the same mitigating effect for the proposed project as for the residential development assumed for the project site in the MND. Therefore, the project would not cause substantial adverse effects on human beings. The proposed project would not result in a new or substantial increase in the severity of significant adverse effects on human beings compared to that identified in the MND and no new impacts would result. Therefore, no further CEQA review is required.

Conclusion

The proposed project would not result in a new impact or substantially increase the severity of physical environmental effects compared to those identified in the Capital Village MND and no new impacts would result. No other standards for triggering supplemental environmental review are met. Therefore, no further CEQA review of this impact area is required.

3.0 ENVIRONMENTAL CHECKLIST

REFERENCES

- CalRecycle (California Department of Resources Recycling and Recovery). 2013a. *Waste Characterization Commercial Sector: Estimated Solid Waste Generation and Disposal Rates*. Accessed September 22. <http://www.calrecycle.ca.gov/wastechar/wastegenrates/Commercial.htm>.
- . 2013b. *Waste Characterization Residential Developments: Estimated Solid Waste Generation Rates*. Accessed September 22. <http://www.calrecycle.ca.gov/wastechar/wastegenrates/Residential.htm>.
- Caltrans (California Department of Transportation). 2015. Website: *Traffic Census Program*. 2015. <http://traffic-counts.dot.ca.gov/>
- CHAPIS (Community Health Air Pollution Information System). 2004. http://www.arb.ca.gov/gismo2/chapis_v01_6_1_04/.
- City of Rancho Cordova. 2006. *City of Rancho Cordova General Plan Draft Environmental Impact Report*.
- DOF (California Department of Finance). 2015a. *E-5 Population and Housing Estimates for Cities, Counties and the State – January 1, 2011 – 2015*.
- . 2015b. *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change – January 1, 2014 and 2015*.
- EPA (US Environmental Protection Agency). 2013. *National Air Toxic Program Release Chemical Report*. <http://www2.epa.gov/toxics-release-inventory-tri-program>
- Fehr & Peers. 2015. *Bridgeway Square Apartments Traffic Analysis* [memo].
- Golden State Water Company. 2011. *2010 Urban Water Management Plan – Cordova*.
- . 2015. *Comments on Design Review for Application DD85886, Bridgeway Square Apartments, Data road, Rancho Cordova CA, APN 072-0680-072*.
- SACOG (Sacramento Area Council of Governments). 1997. *Mather Airport Comprehensive Land Use Plan*.
- SMAQMD (Sacramento Metropolitan Air Quality Management District). 2008. *Sacramento Regional 8-Hour Ozone 2011 Reasonable Further Progress Plan*.
- . 2010. *PM₁₀ Implementation/Maintenance Plan and Re-Designation Request for Sacramento County*.
- . 2011a. *Guide to Air Quality Assessment in Sacramento County*. <http://www.airquality.org/ceqa/ceqaguideupdate.shtml>.
- . 2011b. *Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways*.

EXHIBIT 1A
3.0 ENVIRONMENTAL CHECKLIST

———. 2013. *PM_{2.5} Implementation/Maintenance Plan and Redesignation Request for Sacramento PM_{2.5} Nonattainment Area*. October 24, 2013.

U.S. Department of Transportation, Federal Highway Administration. 2009. *Summary of Travel Trends: 2009 National Household Travel Survey*. 2009

APPENDICES

APPENDIX A - CAL EEMOD EMISSIONS OUTPUTS

Bridgeway Apartment - ORIGINALLY APPROVED PROJECT
Sacramento County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking with Elevator	175.00	Space	1.57	70,000.00	0
High Turnover (Sit Down Restaurant)	12.40	1000sqft	0.28	12,400.00	0
Condo/Townhouse	43.00	Dwelling Unit	2.98	43,000.00	115
Strip Mall	12.40	1000sqft	0.28	12,400.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.5	Precipitation Freq (Days)	58
Climate Zone	6			Operational Year	2017
Utility Company	Sacramento Municipal Utility District				
CO2 Intensity (lb/MW hr)	590.31	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Nonresidential square footage mix derived from historic growth pattern in Capital Village

Construction Phase - Building construction, paving, and painting assumed to occur simultaneously

Vehicle Trips - Trip generation derived from traffic report peak hour trips, which are assumed to represent 9% of the average daily, consistent with Caltrans' reporting

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	230.00
tblConstructionPhase	NumDays	20.00	230.00
tblConstructionPhase	PhaseEndDate	11/16/2017	12/29/2016
tblConstructionPhase	PhaseEndDate	11/16/2017	12/29/2016
tblConstructionPhase	PhaseStartDate	12/30/2016	2/12/2016
tblConstructionPhase	PhaseStartDate	12/30/2016	2/12/2016
tblLandUse	LotAcreage	2.69	2.98
tblProjectCharacteristics	OperationalYear	2014	2017
tblVehicleTrips	ST_TR	7.16	2.60
tblVehicleTrips	ST_TR	158.37	49.26
tblVehicleTrips	ST_TR	42.04	18.81
tblVehicleTrips	SU_TR	6.07	2.60
tblVehicleTrips	SU_TR	131.84	49.26
tblVehicleTrips	SU_TR	20.43	18.81
tblVehicleTrips	WD_TR	6.59	2.60
tblVehicleTrips	WD_TR	127.15	49.26
tblVehicleTrips	WD_TR	44.32	18.81

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	14.5738	55.2277	42.8040	0.0659	18.2032	3.4568	21.1429	9.9670	3.2344	12.6715	0.0000	6,476.113 9	6,476.113 9	1.4354	0.0000	6,506.258 0
Total	14.5738	55.2277	42.8040	0.0659	18.2032	3.4568	21.1429	9.9670	3.2344	12.6715	0.0000	6,476.113 9	6,476.113 9	1.4354	0.0000	6,506.258 0

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	14.5738	55.2277	42.8040	0.0659	18.2032	3.4568	21.1429	9.9670	3.2344	12.6715	0.0000	6,476.113 9	6,476.113 9	1.4354	0.0000	6,506.258 0
Total	14.5738	55.2277	42.8040	0.0659	18.2032	3.4568	21.1429	9.9670	3.2344	12.6715	0.0000	6,476.113 9	6,476.113 9	1.4354	0.0000	6,506.258 0

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687
Energy	0.0962	0.8590	0.6230	5.2500e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960
Mobile	3.1199	3.7684	21.0652	0.0368	2.3640	0.0488	2.4128	0.6315	0.0449	0.6764		3,076.3780	3,076.3780	0.1324		3,079.1593
Total	6.7871	4.6694	25.2922	0.0422	2.3640	0.1348	2.4988	0.6315	0.1309	0.7624	0.0000	4,131.8214	4,131.8214	0.1591	0.0192	4,141.1240

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687
Energy	0.0962	0.8590	0.6230	5.2500e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960
Mobile	3.1199	3.7684	21.0652	0.0368	2.3640	0.0488	2.4128	0.6315	0.0449	0.6764		3,076.3780	3,076.3780	0.1324		3,079.1593
Total	6.7871	4.6694	25.2922	0.0422	2.3640	0.1348	2.4988	0.6315	0.1309	0.7624	0.0000	4,131.8214	4,131.8214	0.1591	0.0192	4,141.1240

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2016	1/14/2016	5	10	
2	Grading	Grading	1/15/2016	2/11/2016	5	20	
3	Building Construction	Building Construction	2/12/2016	12/29/2016	5	230	
4	Paving	Paving	2/12/2016	12/29/2016	5	230	
5	Architectural Coating	Architectural Coating	2/12/2016	12/29/2016	5	230	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 0

Residential Indoor: 87,075; Residential Outdoor: 29,025; Non-Residential Indoor: 142,200; Non-Residential Outdoor: 47,400 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	255	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	1	8.00	162	0.38
Grading	Graders	1	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	226	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	125	0.42
Paving	Paving Equipment	2	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	70.00	20.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	14.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT

1 Mitigation Measures Construction

3.2 Site Preparation - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036		4,065.005 3	4,065.005 3	1.2262		4,090.754 4
Total	5.0771	54.6323	41.1053	0.0391	18.0663	2.9387	21.0049	9.9307	2.7036	12.6343		4,065.005 3	4,065.005 3	1.2262		4,090.754 4

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434
Total	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434

3.2 Site Preparation - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036	0.0000	4,065.005 3	4,065.005 3	1.2262		4,090.754 4
Total	5.0771	54.6323	41.1053	0.0391	18.0663	2.9387	21.0049	9.9307	2.7036	12.6343	0.0000	4,065.005 3	4,065.005 3	1.2262		4,090.754 4

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434
Total	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434

3.3 Grading - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	3.6669	38.4466	26.0787	0.0298		2.1984	2.1984		2.0225	2.0225		3,093.7889	3,093.7889	0.9332		3,113.3860
Total	3.6669	38.4466	26.0787	0.0298	6.5523	2.1984	8.7507	3.3675	2.0225	5.3900		3,093.7889	3,093.7889	0.9332		3,113.3860

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.3 Grading - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	3.6669	38.4466	26.0787	0.0298		2.1984	2.1984		2.0225	2.0225	0.0000	3,093.7889	3,093.7889	0.9332		3,113.3860
Total	3.6669	38.4466	26.0787	0.0298	6.5523	2.1984	8.7507	3.3675	2.0225	5.3900	0.0000	3,093.7889	3,093.7889	0.9332		3,113.3860

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.4 Building Construction - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485		2,669.2864	2,669.2864	0.6620		2,683.1890
Total	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485		2,669.2864	2,669.2864	0.6620		2,683.1890

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2416	1.6063	2.8184	4.1800e-003	0.1175	0.0263	0.1438	0.0335	0.0242	0.0576		417.5668	417.5668	3.2900e-003		417.6358
Worker	0.2805	0.2524	3.3780	6.8100e-003	0.5325	3.9100e-003	0.5364	0.1413	3.5900e-003	0.1448		559.6012	559.6012	0.0270		560.1689
Total	0.5222	1.8587	6.1964	0.0110	0.6500	0.0302	0.6802	0.1747	0.0278	0.2025		977.1680	977.1680	0.0303		977.8047

3.4 Building Construction - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485	0.0000	2,669.2864	2,669.2864	0.6620		2,683.1890
Total	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485	0.0000	2,669.2864	2,669.2864	0.6620		2,683.1890

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2416	1.6063	2.8184	4.1800e-003	0.1175	0.0263	0.1438	0.0335	0.0242	0.0576		417.5668	417.5668	3.2900e-003		417.6358
Worker	0.2805	0.2524	3.3780	6.8100e-003	0.5325	3.9100e-003	0.5364	0.1413	3.5900e-003	0.1448		559.6012	559.6012	0.0270		560.1689
Total	0.5222	1.8587	6.1964	0.0110	0.6500	0.0302	0.6802	0.1747	0.0278	0.2025		977.1680	977.1680	0.0303		977.8047

3.5 Paving - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601		2,316.3767	2,316.3767	0.6987		2,331.0495
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601		2,316.3767	2,316.3767	0.6987		2,331.0495

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.5 Paving - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601	0.0000	2,316.3767	2,316.3767	0.6987		2,331.0495
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601	0.0000	2,316.3767	2,316.3767	0.6987		2,331.0495

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.6 Architectural Coating - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	8.0710					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449
Total	8.4394	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0561	0.0505	0.6756	1.3600e-003	0.1065	7.8000e-004	0.1073	0.0283	7.2000e-004	0.0290		111.9202	111.9202	5.4100e-003		112.0338
Total	0.0561	0.0505	0.6756	1.3600e-003	0.1065	7.8000e-004	0.1073	0.0283	7.2000e-004	0.0290		111.9202	111.9202	5.4100e-003		112.0338

3.6 Architectural Coating - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	8.0710					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449
Total	8.4394	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0561	0.0505	0.6756	1.3600e-003	0.1065	7.8000e-004	0.1073	0.0283	7.2000e-004	0.0290		111.9202	111.9202	5.4100e-003		112.0338
Total	0.0561	0.0505	0.6756	1.3600e-003	0.1065	7.8000e-004	0.1073	0.0283	7.2000e-004	0.0290		111.9202	111.9202	5.4100e-003		112.0338

0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.1199	3.7684	21.0652	0.0368	2.3640	0.0488	2.4128	0.6315	0.0449	0.6764		3,076.3780	3,076.3780	0.1324		3,079.1593
Unmitigated	3.1199	3.7684	21.0652	0.0368	2.3640	0.0488	2.4128	0.6315	0.0449	0.6764		3,076.3780	3,076.3780	0.1324		3,079.1593

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	111.80	111.80	111.80	286,891	286,891
Enclosed Parking with Elevator	0.00	0.00	0.00		
High Turnover (Sit Down Restaurant)	610.82	610.82	610.82	542,776	542,776
Strip Mall	233.24	233.24	233.24	286,816	286,816
Total	955.87	955.87	955.87	1,116,483	1,116,483

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	10.00	5.00	6.50	46.50	12.50	41.00	86	11	3
Enclosed Parking with Elevator	10.00	5.00	6.50	0.00	0.00	0.00	0	0	0
High Turnover (Sit Down)	10.00	5.00	6.50	8.50	72.50	19.00	37	20	43
Strip Mall	10.00	5.00	6.50	16.60	64.40	19.00	45	40	15

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.504380	0.068251	0.178421	0.147199	0.044767	0.006294	0.020809	0.016358	0.002307	0.002286	0.006181	0.000572	0.002175

5.0 Energy Detail

5.1 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0962	0.8590	0.6230	5.2500e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960
NaturalGas Unmitigated	0.0962	0.8590	0.6230	5.2500e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	2581.39	0.0278	0.2379	0.1012	1.5200e-003		0.0192	0.0192		0.0192	0.0192		303.6930	303.6930	5.8200e-003	5.5700e-003	305.5412
Enclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
High Turnover (Sit Down Restaurant)	6143.27	0.0663	0.6023	0.5059	3.6100e-003		0.0458	0.0458		0.0458	0.0458		722.7372	722.7372	0.0139	0.0133	727.1356
Strip Mall	191.945	2.0700e-003	0.0188	0.0158	1.1000e-004		1.4300e-003	1.4300e-003		1.4300e-003	1.4300e-003		22.5818	22.5818	4.3000e-004	4.1000e-004	22.7192
Total		0.0962	0.8590	0.6230	5.2400e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Enclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
High Turnover (Sit Down Restaurant)	6.14327	0.0663	0.6023	0.5059	3.6100e-003		0.0458	0.0458		0.0458	0.0458		722.7372	722.7372	0.0139	0.0133	727.1356
Strip Mall	0.191945	2.0700e-003	0.0188	0.0158	1.1000e-004		1.4300e-003	1.4300e-003		1.4300e-003	1.4300e-003		22.5818	22.5818	4.3000e-004	4.1000e-004	22.7192
Condo/Townhouse	2.58139	0.0278	0.2379	0.1012	1.5200e-003		0.0192	0.0192		0.0192	0.0192		303.6930	303.6930	5.8200e-003	5.5700e-003	305.5412
Total		0.0962	0.8590	0.6230	5.2400e-003		0.0664	0.0664		0.0664	0.0664		1,049.0119	1,049.0119	0.0201	0.0192	1,055.3960

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687
Unmitigated	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.5086					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.9489					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1136	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195		6.4315	6.4315	6.5300e-003		6.5687
Total	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.5086					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.9489					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1136	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195		6.4315	6.4315	6.5300e-003		6.5687
Total	3.5711	0.0420	3.6041	1.9000e-004		0.0195	0.0195		0.0195	0.0195	0.0000	6.4315	6.4315	6.5300e-003	0.0000	6.5687

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

AGENDA ITEM 15.2

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Vegetation

Bridgeway Apartments - PROPOSED PROJECT
Sacramento County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Health Club	7.50	1000sqft	0.00	7,500.00	0
Apartments Mid Rise	199.00	Dwelling Unit	5.12	150,167.00	531
Parking Lot	332.00	Space	0.00	132,800.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.5	Precipitation Freq (Days)	58
Climate Zone	6			Operational Year	2017
Utility Company	Sacramento Municipal Utility District				
CO2 Intensity (lb/MWhr)	590.31	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Parking accommodated on project streets and shared garages. Square footage per Site Plan.

Construction Phase - Building construction, paving, and painting assumed to occur simultaneously

Vehicle Trips - Trip generation derived from traffic report peak hour trips, which are assumed to represent 9% of the average daily, consistent with Caltrans' supporting

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	230.00
tblConstructionPhase	NumDays	20.00	230.00
tblConstructionPhase	PhaseEndDate	11/16/2017	12/29/2016
tblConstructionPhase	PhaseEndDate	11/16/2017	12/29/2016
tblConstructionPhase	PhaseStartDate	12/30/2016	2/12/2016
tblConstructionPhase	PhaseStartDate	12/30/2016	2/12/2016
tblLandUse	LandUseSquareFeet	199,000.00	150,167.00
tblLandUse	LotAcreage	0.17	0.00
tblLandUse	LotAcreage	5.24	5.12
tblLandUse	LotAcreage	2.99	0.00
tblProjectCharacteristics	OperationalYear	2014	2017
tblVehicleTrips	ST_TR	7.16	5.86
tblVehicleTrips	ST_TR	20.87	0.00
tblVehicleTrips	SU_TR	6.07	5.86
tblVehicleTrips	SU_TR	26.73	0.00
tblVehicleTrips	WD_TR	6.59	5.86
tblVehicleTrips	WD_TR	32.93	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	16.2910	57.7249	53.8107	0.0863	18.2032	3.4973	21.1429	9.9670	3.2716	12.6715	0.0000	8,240.293 9	8,240.293 9	1.5004	0.0000	8,271.802 2
Total	16.2910	57.7249	53.8107	0.0863	18.2032	3.4973	21.1429	9.9670	3.2716	12.6715	0.0000	8,240.293 9	8,240.293 9	1.5004	0.0000	8,271.802 2

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	16.2910	57.7249	53.8107	0.0863	18.2032	3.4973	21.1429	9.9670	3.2716	12.6715	0.0000	8,240.293 9	8,240.293 9	1.5004	0.0000	8,271.802 2
Total	16.2910	57.7249	53.8107	0.0863	18.2032	3.4973	21.1429	9.9670	3.2716	12.6715	0.0000	8,240.293 9	8,240.293 9	1.5004	0.0000	8,271.802 2

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636
Energy	0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292
Mobile	4.4748	8.2915	44.3595	0.0951	6.3361	0.1187	6.4548	1.6926	0.1092	1.8018		7,950.218 1	7,950.218 1	0.3114		7,956.756 5
Total	11.8360	9.0610	61.2539	0.0996	6.3361	0.2551	6.5912	1.6926	0.2456	1.9381	0.0000	8,709.343 9	8,709.343 9	0.3552	0.0134	8,720.949 3

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636
Energy	0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292
Mobile	4.4748	8.2915	44.3595	0.0951	6.3361	0.1187	6.4548	1.6926	0.1092	1.8018		7,950.218 1	7,950.218 1	0.3114		7,956.756 5
Total	11.8360	9.0610	61.2539	0.0996	6.3361	0.2551	6.5912	1.6926	0.2456	1.9381	0.0000	8,709.343 9	8,709.343 9	0.3552	0.0134	8,720.949 3

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2016	1/14/2016	5	10	
2	Grading	Grading	1/15/2016	2/11/2016	5	20	
3	Building Construction	Building Construction	2/12/2016	12/29/2016	5	230	
4	Paving	Paving	2/12/2016	12/29/2016	5	230	
5	Architectural Coating	Architectural Coating	2/12/2016	12/29/2016	5	230	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 0

Residential Indoor: 304,088; Residential Outdoor: 101,363; Non-Residential Indoor: 17,226; Non-Residential Outdoor: 5,742 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	255	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	1	8.00	162	0.38
Grading	Graders	1	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Building Construction	Cranes	1	7.00	226	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	125	0.42
Paving	Paving Equipment	2	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	202.00	44.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	40.00	0.00	0.00	10.00	6.50	20.00	LD_Mix	HDT_Mix	HHDT

1 Mitigation Measures Construction

3.2 Site Preparation - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036		4,065.005 3	4,065.005 3	1.2262		4,090.754 4
Total	5.0771	54.6323	41.1053	0.0391	18.0663	2.9387	21.0049	9.9307	2.7036	12.6343		4,065.005 3	4,065.005 3	1.2262		4,090.754 4

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434
Total	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434

3.2 Site Preparation - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036	0.0000	4,065.005 3	4,065.005 3	1.2262		4,090.754 4
Total	5.0771	54.6323	41.1053	0.0391	18.0663	2.9387	21.0049	9.9307	2.7036	12.6343	0.0000	4,065.005 3	4,065.005 3	1.2262		4,090.754 4

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434
Total	0.0721	0.0649	0.8686	1.7500e-003	0.1369	1.0100e-003	0.1379	0.0363	9.2000e-004	0.0373		143.8975	143.8975	6.9500e-003		144.0434

3.3 Grading - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	3.6669	38.4466	26.0787	0.0298		2.1984	2.1984		2.0225	2.0225		3,093.7889	3,093.7889	0.9332		3,113.3860
Total	3.6669	38.4466	26.0787	0.0298	6.5523	2.1984	8.7507	3.3675	2.0225	5.3900		3,093.7889	3,093.7889	0.9332		3,113.3860

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.3 Grading - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.5523	0.0000	6.5523	3.3675	0.0000	3.3675			0.0000			0.0000
Off-Road	3.6669	38.4466	26.0787	0.0298		2.1984	2.1984		2.0225	2.0225	0.0000	3,093.7889	3,093.7889	0.9332		3,113.3860
Total	3.6669	38.4466	26.0787	0.0298	6.5523	2.1984	8.7507	3.3675	2.0225	5.3900	0.0000	3,093.7889	3,093.7889	0.9332		3,113.3860

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.4 Building Construction - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485		2,669.2864	2,669.2864	0.6620		2,683.1890
Total	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485		2,669.2864	2,669.2864	0.6620		2,683.1890

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.5316	3.5339	6.2005	9.2000e-003	0.2585	0.0579	0.3164	0.0736	0.0532	0.1268		918.6469	918.6469	7.2300e-003		918.7987
Worker	0.8095	0.7282	9.7479	0.0197	1.5366	0.0113	1.5479	0.4076	0.0104	0.4180		1,614.8492	1,614.8492	0.0780		1,616.4874
Total	1.3412	4.2621	15.9484	0.0289	1.7951	0.0692	1.8643	0.4812	0.0636	0.5447		2,533.4961	2,533.4961	0.0852		2,535.2861

3.4 Building Construction - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485	0.0000	2,669.2864	2,669.2864	0.6620		2,683.1890
Total	3.4062	28.5063	18.5066	0.0268		1.9674	1.9674		1.8485	1.8485	0.0000	2,669.2864	2,669.2864	0.6620		2,683.1890

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.5316	3.5339	6.2005	9.2000e-003	0.2585	0.0579	0.3164	0.0736	0.0532	0.1268		918.6469	918.6469	7.2300e-003		918.7987
Worker	0.8095	0.7282	9.7479	0.0197	1.5366	0.0113	1.5479	0.4076	0.0104	0.4180		1,614.8492	1,614.8492	0.0780		1,616.4874
Total	1.3412	4.2621	15.9484	0.0289	1.7951	0.0692	1.8643	0.4812	0.0636	0.5447		2,533.4961	2,533.4961	0.0852		2,535.2861

3.5 Paving - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601		2,316.3767	2,316.3767	0.6987		2,331.0495
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601		2,316.3767	2,316.3767	0.6987		2,331.0495

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.5 Paving - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601	0.0000	2,316.3767	2,316.3767	0.6987		2,331.0495
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	2.0898	22.3859	14.8176	0.0223		1.2610	1.2610		1.1601	1.1601	0.0000	2,316.3767	2,316.3767	0.6987		2,331.0495

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362
Total	0.0601	0.0541	0.7239	1.4600e-003	0.1141	8.4000e-004	0.1149	0.0303	7.7000e-004	0.0310		119.9145	119.9145	5.7900e-003		120.0362

3.6 Architectural Coating - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	8.8650					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449
Total	9.2335	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1603	0.1442	1.9303	3.8900e-003	0.3043	2.2400e-003	0.3065	0.0807	2.0500e-003	0.0828		319.7721	319.7721	0.0155		320.0965
Total	0.1603	0.1442	1.9303	3.8900e-003	0.3043	2.2400e-003	0.3065	0.0807	2.0500e-003	0.0828		319.7721	319.7721	0.0155		320.0965

3.6 Architectural Coating - 2016**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	8.8650					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449
Total	9.2335	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1603	0.1442	1.9303	3.8900e-003	0.3043	2.2400e-003	0.3065	0.0807	2.0500e-003	0.0828		319.7721	319.7721	0.0155		320.0965
Total	0.1603	0.1442	1.9303	3.8900e-003	0.3043	2.2400e-003	0.3065	0.0807	2.0500e-003	0.0828		319.7721	319.7721	0.0155		320.0965

0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.4748	8.2915	44.3595	0.0951	6.3361	0.1187	6.4548	1.6926	0.1092	1.8018		7,950.218 1	7,950.218 1	0.3114		7,956.756 5
Unmitigated	4.4748	8.2915	44.3595	0.0951	6.3361	0.1187	6.4548	1.6926	0.1092	1.8018		7,950.218 1	7,950.218 1	0.3114		7,956.756 5

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	1,166.14	1,166.14	1166.14	2,992,442	2,992,442
Parking Lot	0.00	0.00	0.00		
Health Club	0.00	0.00	0.00		
Total	1,166.14	1,166.14	1,166.14	2,992,442	2,992,442

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.00	5.00	6.50	46.50	12.50	41.00	86	11	3
Parking Lot	10.00	5.00	6.50	0.00	0.00	0.00	0	0	0
Health Club	10.00	5.00	6.50	16.90	64.10	19.00	52	39	9

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.504380	0.068251	0.178421	0.147199	0.044767	0.006294	0.020809	0.016358	0.002307	0.002286	0.006181	0.000572	0.002175

5.0 Energy Detail

5.1 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292
NaturalGas Unmitigated	0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	5439.77	0.0587	0.5013	0.2133	3.2000e-003		0.0405	0.0405		0.0405	0.0405		639.9731	639.9731	0.0123	0.0117	643.8679
Health Club	760.89	8.2100e-003	0.0746	0.0627	4.5000e-004		5.6700e-003	5.6700e-003		5.6700e-003	5.6700e-003		89.5165	89.5165	1.7200e-003	1.6400e-003	90.0613
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Health Club	0.76089	8.2100e-003	0.0746	0.0627	4.5000e-004		5.6700e-003	5.6700e-003		5.6700e-003	5.6700e-003		89.5165	89.5165	1.7200e-003	1.6400e-003	90.0613
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Mid Rise	5.43977	0.0587	0.5013	0.2133	3.2000e-003		0.0405	0.0405		0.0405	0.0405		639.9731	639.9731	0.0123	0.0117	643.8679
Total		0.0669	0.5759	0.2760	3.6500e-003		0.0462	0.0462		0.0462	0.0462		729.4896	729.4896	0.0140	0.0134	733.9292

0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636
Unmitigated	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.5586					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	6.2160					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.5197	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902		29.6362	29.6362	0.0299		30.2636
Total	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.5586					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	6.2160					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.5197	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902		29.6362	29.6362	0.0299		30.2636
Total	7.2944	0.1936	16.6185	8.7000e-004		0.0902	0.0902		0.0902	0.0902	0.0000	29.6362	29.6362	0.0299	0.0000	30.2636

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

AGENDA ITEM 15.2

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Vegetation

APPENDIX B - TRAFFIC ANALYSIS



MEMORANDUM

Date: November 11, 2015
To: Jeff Morgan, A.G Spanos Companies
From: Kwasi Donkor & David Robinson, Fehr & Peers
Subject: **Bridgeway Square Apartments Traffic Analysis**

RS15-3316

Fehr & Peers has completed a supplemental evaluation for the proposed Bridgeway Square Apartments project in Rancho Cordova, CA. The evaluation addressed comments received from the City of Rancho Cordova related to the following:

- Trip generation comparison of the approved and proposed project site only, using a consistent methodology.
- Analysis of potential impacts to local intersections.
- Review of site access and on-site circulation.

PROPOSED LAND USES

The project site is located in the southwest corner of the Disk Drive/Bridgeway Drive intersection. According to the traffic analysis of the Capital Village Final Supplemental Mitigated Negative Declaration (FSMND) document, the site was previously analyzed as a “live retail” space with a mix of multi-family (43 dwelling units) and retail (24,800 SF) uses. However, the approved Capital Village Special Planning Area (SPA) allows up to 40 dwelling units per acre in addition to ground floor retail and service space.

The proposed project calls for 199 multi-family residences with no retail land uses, which is within the current allowable density of 40 dwelling units per acre under the SPA. Nevertheless, to be conservative, the following analysis compares the trip generation for the proposed project to the previously analyzed project description in the (FSMND). Table 1 compares the proposed land use for the project site to the previously analyzed and approved land use descriptions.

Jeff Morgan
November 11, 2015
Page 2 of 12



Table 1: Land Use Comparison		
Approved ¹	Previously Analyzed ²	Proposed
Up to 204 residential dwelling units (40 du/acre for a 5.12 acre site)	43 multi-family dwelling units	199 multi-family dwelling units
Ground floor retail or service uses	24,800 SF of retail space	
Notes: ¹Capital Village Special Planning Area Handbook, Amended June 8, 2006 ²MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006 Source: Fehr & Peers, 2015		



TRIP GENERATION

The trip generation estimate for the previously analyzed land uses was based on *Trip Generation* (7th Edition, Institute of Transportation Engineers, 2003). The proposed land use trip generation estimate was developed using *Trip Generation* (9th Edition, Institute of Transportation Engineers, 2012). However, the Apartment (220) land use category trip rates remained unchanged from the 7th edition and are consistent with the previous analysis.

The *Manual* is the most widely used industry resource for this type of data. The trip generation data are organized by land use types, with more than 170 different categories of land uses. For each category, the *Manual* provides a data set for use in estimating the number of vehicle and person trips generated by a site based on its characteristics such as physical size or intensity.

Trips may be estimated by direction (entering or exiting the site), and for time periods typically pertaining to a full day (weekday or weekend), peak periods of the adjacent roadway, and peak hours of the particular land use. Used properly, the *Trip Generation Manual* provides an objective basis for estimating trips generated by a proposed development.

Internalization estimates for the proposed land use were also derived from the previous traffic analysis to maintain consistency.

Table 2 displays the previously analyzed project's weekday AM and PM peak hour trip generation. The project was reported to generate 48 gross trips during the AM peak hour and 136 gross trips during the PM peak hour. Gross trips represent the total volume entering/exiting the project site and include both new trips generated by the project as well as pass-by trips that enter/exit the project site en route to a different primary destination. After accounting for internal trips (trips that remain within the Capital Village mixed-use site) and pass-by trips, the project would generate 40 new external trips during the AM peak hour and 86 new external trips during the PM peak hour.



Table 2: Trip Generation for Previously Analyzed Land Use

Table 2: Trip Generation for Previously Analyzed Land Use									
Land Use	Quantity	Trip Rate ¹		AM Peak Hour Trips			PM Peak Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Retail	24.8 KSF ²	1.03	4.40	16	10	26	52	57	109
		Internal Trips		-2	-1	-3	-7	-11	-18
		Pass-by Trips		-2	-1	-3	-14	-14	-28
		Net External Trips		12	8	20	31	32	63
Multi-family Residential	43 DU ³	0.51	0.62	4	18	22	18	9	27
		Internal Trips		-1	-1	-2	-3	-1	-4
		Net External Trips		3	17	20	15	8	23
Total Trip Generation				20	28	48	70	66	136
Total Internal Trips				-3	-2	-5	-10	-12	-22
Total Net External Trips				17	26	43	60	54	114
Total Pass-by Trips				-2	-1	-3	-14	-14	-28
Total Net New External Trips				15	25	40	46	40	86
Notes: ¹ Trip Rates, internalization percentages, and pass-by percentages derived from Tables 4 & 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006 ² KSF - 1000 square feet ³ DU - Dwelling Units Source: Fehr & Peers, 2015									

Table 3 displays the proposed project's weekday AM and PM peak hour trip generation. The proposed project would generate 101 gross trips during the AM peak hour and 123 gross trips during the PM peak hour. After accounting for internal trips, the project would generate 94 new external trips during the AM peak hour and 105 new external trips during the PM peak hour.

Therefore, the proposed project would result in an increase of 54 trips in the AM peak hour and 19 trips in the PM peak hour (see Table 4) when compared to the previously analyzed land use.



Table 3: Trip Generation for Proposed Land Use

Land Use	Quantity	Trip Rate ¹		AM Peak Hour Trips			PM Peak Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Multi-family Residential	199 DU ²	0.51	0.62	20	81	101	80	43	123
		Internal Trips ³		-3	-4	-7	-12	-6	-18
Total Net New External Trips				17	77	94	68	37	105

Notes:

¹Trip rates based on Apartment (220) land use category published in Trip Generation (Institute of Transportation Engineers, 2012)

²DU - Dwelling Units

³Internalization percentages were derived from Table 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006

Source: Fehr & Peers, 2015

Table 4: Trip Generation Comparison

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Previously Analyzed	15	25	40	46	40	86
Proposed	17	77	94	68	37	105
<i>Difference</i>	+2	+52	+54	+22	-3	+19
Source: Fehr & Peers, 2015						

INTERSECTION ANALYSIS

To evaluate the effect of the proposed land use change on intersections near the project site, we performed an analysis that included the following steps:

Step 1 Identified study intersections by performing a select zone analysis using the regional SACMET travel forecasting model. The study intersections selected are listed below:

- White Rock Road / Zinfandel Drive
- White Rock Road / Data Drive
- Data Drive / Zinfandel Drive
- Data Drive / Disk Drive
- Disk Drive / Bridgeway Drive



- Step 2 Collected existing AM (7:00-9:00) and PM (4:00-6:00) peak period intersection turning movement counts at the study intersections in summer, 2015. Because schools were on summer recess, we developed a seasonal factor adjustment using counts collected in analogous areas while schools were in session. The intersection counts were increased by 5% to account for the influence of school-related traffic.
- Step 3 Analyzed existing traffic operations at the study intersections using procedures and methodologies contained in the Highway Capacity Manual (Transportation Research Board, 2010) for calculating delay at intersections. These methodologies were applied using the Synchro/Simtraffic software package (Version 8). The level of service results are reported in Table 6 below. The White Rock Road / Zinfandel Drive intersection is the only study intersection operating unacceptably.

Level of service is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. In general, LOS A represents free-flow conditions with no congestion, and LOS F represents severe congestion and delay under stop-and-go conditions. Table 5 displays the average delay ranges associated with each LOS category for signalized and unsignalized intersections.

Table 5: Intersection Level of Service Criteria			
Level of Service	Description	Average Control Delay (seconds per vehicle) ¹	
		Signalized Intersections ²	Unsignalized Intersections ³
A	Represents free flow. Individual users are virtually unaffected by others in the traffic stream.	≤ 10	≤ 10
B	Stable flow, but the presence of other users in the traffic stream begins to be noticeable.	> 10 to 20	> 10 to 15
C	Stable flow, but the operation of individual users becomes significantly affected by interactions with others in the traffic stream.	> 20 to 35	> 15 to 25
D	Represents high-density, but stable flow.	> 35 to 55	> 25 to 35



Table 5: Intersection Level of Service Criteria			
Level of Service	Description	Average Control Delay (seconds per vehicle) ¹	
		Signalized Intersections ²	Unsignalized Intersections ³
E	Represents operating conditions at or near the capacity level.	> 55 to 80	> 35 to 50
F	Represents forced or breakdown flow.	> 80	> 50
Notes: ¹ Control delay includes initial deceleration delay, queue move-up time, stopped delay, and acceleration delay based on <i>Highway Capacity Manual</i> (Transportation Research Board, 2010). Delay is reported in seconds per vehicle for the overall intersection. ² Highway Capacity Manual 2010, Chapter 18, Signalized Intersections ³ Highway Capacity Manual 2010, Chapter 20, AWSC Intersections Source: Fehr & Peers, 2015			

Table 6: Intersection Level of Service – Existing Conditions					
Intersection	Control	AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay	LOS
1. White Rock Road / Zinfandel Drive	Signal	26	C	85	F
2. White Rock Road / Data Drive	Signal	21	C	21	C
3. Data Drive / Zinfandel Drive	Signal	14	B	20	C
4. Data Drive / Disk Drive	Signal	9	A	8	A
5. Disk Drive / Bridgeway Drive	SSSC ²	3 (10)	A (A)	2 (11)	A (B)
Notes: ¹ Delay is reported per 2010 HCM methodologies. Average intersection delay, in seconds per vehicle, reported for signal and all-way stop intersections. Worst movement delay, in seconds per vehicle, reported for side-street stop intersections in parenthesis. All results are rounded to the nearest second. ² SSSC = Side-Street Stop Control BOLD type indicates unacceptable operations. Source: Fehr & Peers, 2015					



Step 4 Developed trip distribution for the project based on the select zone analysis using the SACMET travel forecasting model and existing turning movement volumes at the Capital Village retail center driveways. It was necessary to develop separate inbound and outbound percentages due to the effects of restricted driveway turning access at the project site. The estimated percentages are summarized in Table 7:

Table 7: Project Trip Distribution		
Directionality	Inbound	Outbound
To/From the north on Zinfandel Drive	58%	52%
To/From the south on Zinfandel Drive	6%	7%
To/From the east on White Rock Road	11%	11%
To/From the west on White Rock Road	6%	5%
To/From the east on Disk Drive	1%	7%
To/From the west on Data Drive (west of Zinfandel)	6%	1%
To/From the east on International Drive	6%	4%
To/From the west on International Drive	6%	13%
Total	100%	100%
Source: Fehr & Peers, 2015		

Step 5 Analyzed traffic operations at the study intersections with the project in place. The level of service results are reported in Table 8 below. The addition of project trips to the roadway network causes changes in delay at the following intersections:

- White Rock Road / Zinfandel Drive – The PM peak hour delay increases by 2 seconds. Although the intersection already operates unacceptably, according to Sacramento County's *Traffic Impact Analysis Guidelines*, July 2004, this is not considered a significant impact because the increase in delay is less than 5 seconds.
- White Rock Road / Data Drive – The PM peak hour delay increases by 1 second. The intersection level of service is unchanged and operates acceptably.
- Data Drive / Zinfandel Drive – Delay increases by 1 second in the AM peak hour and 2 seconds in the PM peak hour. The level of service results are unchanged and the intersection operates acceptably in both time periods.
- Data Drive / Disk Drive – The AM peak hour delay decreases by 1 second. Since intersection delay is calculated as a volume-weighted average of approach

Jeff Morgan
November 11, 2015
Page 9 of 12



delays, the intersection has lower delay under plus project conditions because the project volume was added to an approach with low delay and the other approaches have low volume. Even though additional volume will increase delay on the conflicting approaches, the volume-weighting of the average means that more vehicles traveling with a low delay can decrease the overall average.

Table 8: Intersection Level of Service – Existing & Existing Plus Project Conditions									
Intersection	Control	Existing Conditions				Existing Plus Project Conditions			
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1. White Rock Road / Zinfandel Drive	Signal	26	C	85	F	26	C	87	F
2. White Rock Road / Data Drive	Signal	21	C	21	C	21	C	22	C
3. Data Drive / Zinfandel Drive	Signal	14	B	20	C	15	B	22	C
4. Data Drive / Disk Drive	Signal	9	A	8	A	8	A	8	A
5. Disk Drive / Bridgeway Drive	SSSC ²	3 (10)	A (A)	2 (11)	A (B)	3 (10)	A (A)	2 (11)	A (B)
Notes: ¹ Delay is reported per 2010 HCM methodologies. Average intersection delay, in seconds per vehicle, reported for signal and all-way stop intersections. Worst movement delay, in seconds per vehicle, reported for side-street stop intersections in parenthesis. All results are rounded to the nearest second. ² SSSC = Side-Street Stop Control BOLD type indicates unacceptable operations. Source: Fehr & Peers, 2015									

SITE ACCESS EVALUATION

Fehr & Peers completed a qualitative review of the preliminary site plan (TSD Engineering, Inc., 9/18/2015) shown on Figure 1 to determine if the proposed project access would cause any potential operational or circulation issues near the project site. The project site plan includes two entrances to be constructed along an existing private driveway east of the UC Davis Medical Group building. The primary access would be located just south of the UC Davis Medical Group building while the secondary access would be located to the north, directly across from an existing parking lot. Figure 2 displays the location of the project site and surrounding driveways.

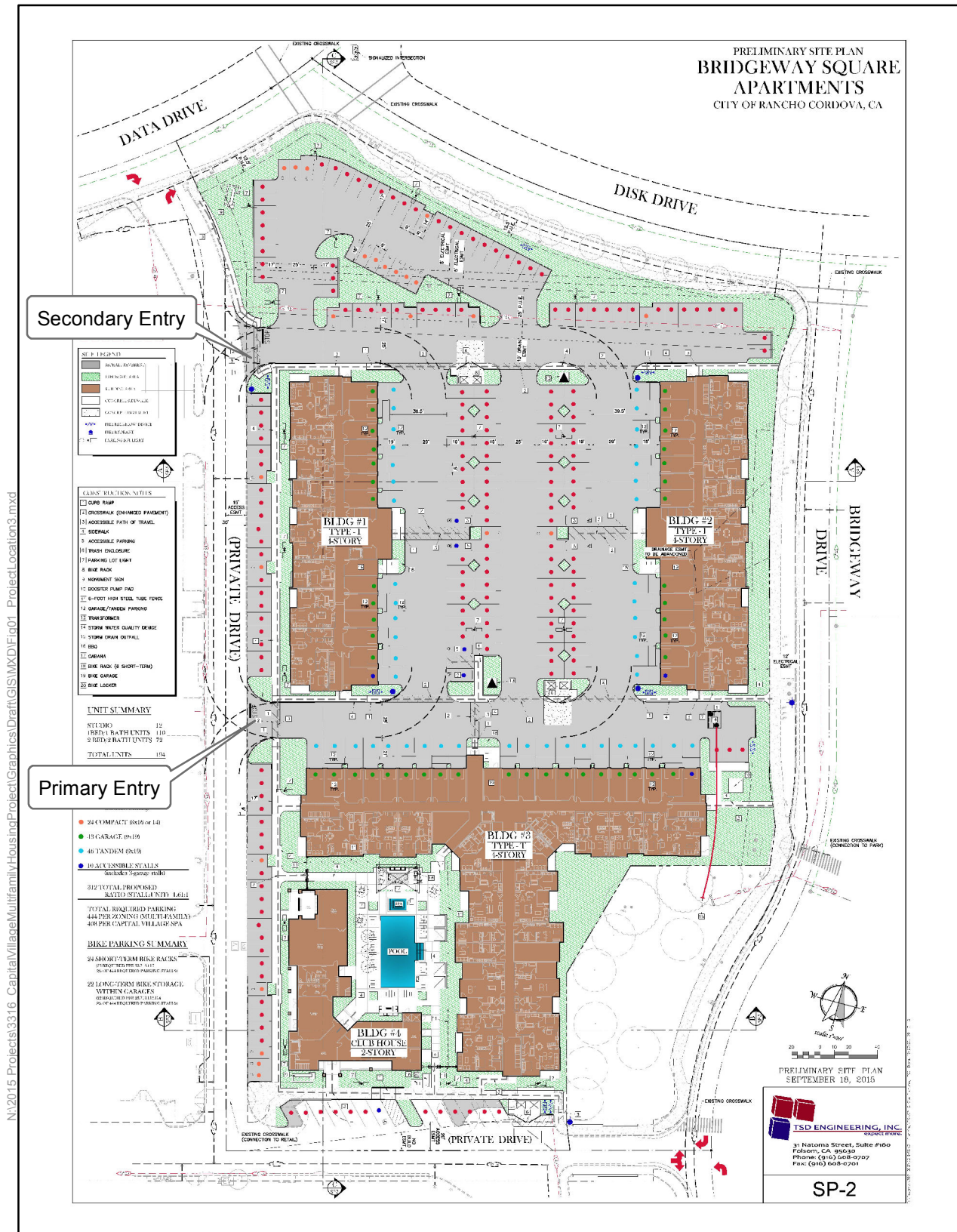


Figure 1
Bridgeway Square Apartments Site Plan



Project Site



Figure 2
Project Location & Existing Driveway Locations

Jeff Morgan
November 11, 2015
Page 12 of 12



The following describes our evaluation of elements of the project site.

Cut-through Trips - The existing private driveway (Driveway C) has a north terminus at Data Drive. According to City of Rancho Cordova staff, the private drive/Data Drive intersection will continue to operate with right-in/right-out access. Given the limited access, there is a likelihood that project residents will cut through the existing retail parking lot to access the two other driveways located to the west (Driveways A and B) to turn left onto westbound Data Drive.

Existing counts at the two driveways show 30 vehicles in the AM and 80 in the PM peak hours turn left onto Data Drive. According to our trip generation and distribution estimates, approximately 26% (20) and 24% (9) of outbound trips would turn left onto Data Drive in the AM and PM peak hours, respectively. The remaining motorists would travel eastbound on Data Drive to White Rock Road or exit the project site using Capital Village Lane. Table 9 summarizes the number of project trips at the retail driveways.

Table 9: Project Trips at Retail Driveways				
Driveway	AM Peak Hour		PM Peak Hour	
	Inbound	Outbound	Inbound	Outbound
A	2	8	4	3
B	2	12	11	6
C	12	35	47	18
Total	16	55	62	27
Source: Fehr & Peers, 2015				

Recommendation – Given the magnitude of potential cut-through travel (20 and 9 trips in the AM and PM peak hours, respectively), consider signage to direct residents to the right-in/right out driveway.

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2015

**AN ORDINANCE OF THE RANCHO CORDOVA CITY COUNCIL ADOPTING AMENDMENTS
TO SECTION 3.6 OF THE CAPITAL VILLAGE SPECIAL PLANNING AREA HANDBOOK
PREVIOUSLY ADOPTED BY ORDINANCE 6-2005 AND REFERENCED IN SECTION
23.1000.030(C)(7) OF THE RANCHO CORDOVA ZONING CODE**

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

Section 1. Purpose, Declarations, and Findings.

A. The purpose of this Ordinance is to amend portions of Section 3.6 of the Capital Village Special Planning Area Handbook, as shown in **Exhibit 2A** attached hereto.

B. On April 4, 2005, the City of Rancho Cordova ("City") approved Ordinance 6-2005, adopting the Capital Village Special Planning Area Handbook ("SPA Handbook") and amending the City Zoning Map for the parcels making up the Capital Village Special Planning Area to accommodate for the mixed-use project, which included zoning a portion of the site as the "Loft District," consistent with the City's Commercial Mixed Use zone.

C. Amendments to the SPA Handbook were made via City Council Ordinance 46-2006, adopted July 17, 2006; and such amendments included changes to the standards within the Loft District to allow for the district's mixed-use buildings, ranging three to five stories with a maximum height of 150-feet, to accommodate residential units over ground floor retail and a maximum density of 40 dwelling units per acre.

D. This Ordinance further amends the SPA Handbook to allow high-density residential as a permitted use within the Loft District zone to accommodate the proposed 5.12-acre, 199-unit Bridgeway Square Apartments Project (Bridgeway Square Project) on Assessor Parcel Number 072-0680-072-0000 at the southwestern corner of Data Drive and Bridgeway Drive.

E. The amendments to the SPA Handbook set forth in this Ordinance do not alter the density standard within the Loft Zone, which will remain at 40 dwelling units per acre.

F. Pursuant to Government Code section 65454, the proposed amendments to the SPA Handbook are consistent with and implement the goals, objectives, general land uses, programs and policies of the applicable General Plan of the City of Rancho Cordova in that high density housing is consistent with the overall commercial mixed-use zoning for the site and advances the Housing Element Goals to add a mix of housing to the City, promotes higher densities near regional transit.

G. The proposed amendments to the SPA Handbook would not be detrimental to the public interest, health, safety, convenience, or welfare of the City, as such amendments add to the Loft District zone description to allow for high-density residential as a permitted use within the previously approved density and height allowances, and such amendments accommodate a residential project that will bring needed market rate apartments to the City and advance the SPA Handbook's planning goals to bring mixed-use development and higher intensities and residential densities to the City center within walkable distance to shopping, transit, and employment centers.

ATTACHMENT 2

H. The proposed amendments to the SPA Handbook comply with the California Environmental Quality Act ("CEQA"), as set forth in City Council Resolution 146-2015, adopting the Addendum to the Capital Village Mitigated Negative Declaration.

I. The City Council public hearing on the proposed amendments to the SPA Handbook was properly noticed pursuant to Government Code sections 65090 and 65091.

Section 2. Adoption of Amended SPA Handbook. Section 3.6 of the Capital Village SPA Handbook referenced in Rancho Cordova Municipal Code section 23.1000.030(C)(7) and attached as Exhibit 4 to the Development Agreement for the Capital Village Special Planning Area is hereby amended as shown in **Exhibit 2A**, attached hereto and included herein.

Section 3. Severability. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 4. Effective Date. Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2557433.1

The Loft District

3.6.1 Description

This district encourages a mixed use podium design which could include three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service or other active use (e.g. community room, recreation room, community service facility, etc.). Major architectural facades should face north to Data and Disk Drives, east to the Town Home District and Tower Park, and south to the Main Street retail corridor. Retail, service or other active ground floors uses will be encouraged to face south towards Main Street and east towards Road "B." Building in the Loft District shall have direct pedestrian access to Main Street and Road "B." The Loft Building will share a service drive with the 2 major retail tenants to the west, but there will be no ground level residential units facing the service drive or the loading areas of Major 1 or Major 2. Buildings in the Loft District may be part of the same building, building complex, share a common wall or may be separated from the proposed building facing Main Street.

3.6.2 Architectural Styles

The Loft District is comprised of an urban architectural style that will be compatible with both the Town Home District to the east and the Commercial and Main Street District to the west and south.

3.6.3 Permitted Uses

Permitted uses include:

1. Permanent Single Family dwellings
2. Temporary Sales offices and Model Homes/Units
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code
4. Commercial Retail uses as allowed in the City of Rancho Cordova Zoning Code with the exceptions listed below in 3.6.4
5. High-density residential housing

3.6.4 Prohibited Uses

1. Gun Shops
2. Funeral Home
3. Auto Rental
4. Auto Sales
5. Auto Repair
6. Tattoo Shop
7. Pawn Shop
8. Adult Entertainment
9. Rest Home, Group Care Facility
10. Additional Items to be added.

3.6.5 Standards Table

Density Up to 40 DU/Acre

Lot Requirements

Minimum Lot Size;	no minimum
Minimum Lot Width;	no minimum

EXHIBIT 2A

Minimum Corner Lot Width;	no minimum
Minimum Lot Depth;	no minimum
Maximum Lot Coverage;	n/a

Setback Requirements

Front Yard:	n/a
Side Yard:	n/a
Corner Side Yard:	n/a
Alley/Rear Yard:	n/a
Maximum Building Height:	150'

Parking Requirements

Single-family/loft residential: Parking provided at 2 covered spaces per unit +0.1 guest spaces per total units. Guest spaces may be uncovered.

High-density residential: The parking requirement may be reduced from the above amount for projects with unique on-site constraints and/or if the project will achieve the desired vision outlined within the Special Planning Area Loft District. This reduction shall be reviewed by City staff prior to necessary staff approval, and to the extent possible, be consistent with all applicable standards.

3.6.6 Design Review

This project is subject to the City of Rancho Cordova Design Review process and shall be consistent with site plan characteristics and architecture of the Town Home District. For design alternatives that are not addressed within the Town Home or Loft District standards, the developer will use a combination of the City's current Design Guidelines and zoning standards as guidelines when the Special Planning Area standards are silent

ORIGINAL ADOPTED, March 21, 2005 **AMENDED – _____, 2015** **Page 26 3.6**

2558017.1

ATTACHMENT 3**CITY OF RANCHO CORDOVA****ORDINANCE NO. 17-2015**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
CAPITAL VILLAGE SPECIAL PLANNING AREA**

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. On October 6, 2005, the City of Rancho Cordova ("City") and Beazer Homes Holding Corporation ("Landowner") entered into a Development Agreement for the Capital Village Special Planning Area Project (referred to as Capital Village), consisting of 117 acres of mixed use development. (Effective date of Ordinance Number 19-2005.) The Capital Village Project is bounded by Zinfandel Drive to the west, Prospect Park Drive to the east, Data and Disk Drives to the north, and the Villages of Zinfandel Development to the south, beyond International Drive. The Capital Village Project is mostly developed; however the "Loft District," comprised of 5.12 acres at the southwest corner of Disk Drive and Bridgeway Drive, has not been developed; while the residential units approved under Phases 3 and 4 are under construction. All recitals and findings of determination in Ordinance 19-2005, which adopted the Development Agreement, are still accurate and relevant and incorporated as part of this Ordinance.

C. A mitigated negative declaration was adopted for the Capital Village Project in March 2005, and a Supplemental Mitigated Negative Declaration was adopted in June 2006 to reflect project changes. Collectively, these documents are hereby referred to as the "MND." The City Council on _____, 2015, adopted the Addendum to the MND ("Addendum") related to the proposed project amendments via Resolution 146-2015.

D. On May 6, 2015, via the effective date of approved Ordinance No. 5-2015, the City and Landowner entered into a First Amendment to Development Agreement for Capital Village ("First Amendment") to extend the term of the Development Agreement by ten (10) years agreement in order to secure the financial provisions relating to financing public services, construction and maintenance of public facilities, park development fees. All recitals and findings of determination in Ordinance 5-2015, which adopted the First Amendment, are still accurate and relevant and incorporated as part of this Ordinance.

E. Pursuant to Government Code section 65868, City and Landowner desire to modify the Development Agreement to include high-density residential as a permitted land use within Section 6.2, update the recitals in Section 5 related to environmental reviews, update Sections 6.4 through 6.6 related to project approvals, and related sections, as more fully set forth in the attached Second Amendment to the Development Agreement ("Second Amendment").

ATTACHMENT 3

F. On _____, 2015, 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 regarding the Second Amendment, 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 applicable General Plan and General Plan EIR; (c) and the Capital Village MND and Addendum to said MND, the City Council finds and determines that:

A. Pursuant to Government Code section 65867.5, the Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's applicable General Plan and the approved Special Planning Area in that the property is designated for commercial mixed use and zoned as the "Loft District," allowing for residential and commercial uses at 40 dwelling units per acre.

B. The Second Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located and entitlements associated with such land use area, in that it is consistent with the overall zoning for the site and the greater Capital Village Project area, which was approved in 2005 and outlined the vision for a mixed-use, multi-density community.

C. The Second Amendment is in conformity with public convenience, general welfare and good land use policies in that the Second Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the applicable General Plan and help ensure a successful development that meets community and market needs. The Second Amendment is consistent with the policies of the Housing Element within the applicable General Plan, in that it allows for high density housing on a site zoned for mixed use development within walking distance to employment centers, shopping centers and transit routes. Such housing advances the Housing Element policies because it adds to the City's mix of housing needs, promotes higher density housing in close proximity to regional transit, and helps the City meet its requirements to provide market rate housing under its Regional Housing Needs Allocation.

D. The Second Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the applicable General Plan and other Project entitlements, including the Capital Village Special Planning Area Handbook and the guidelines and standards set forth within these documents. The Second Amendment is consistent with the guidelines and standards of the Capital Village Special Planning Area Handbook in that the addition of multi-family housing to the Loft District zone advances the planning goals within the special planning area, including the goal to "bring compact, mixed-used development (higher intensity and residential densities) to the Heart of Rancho Cordova" by adding higher density housing in the City center and the goal to develop "walkable neighborhoods" by locating high density housing in close proximity to shopping, jobs, and transit centers.

E. The Second Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the applicable General Plan and the Capital Village Special Planning Area Handbook and there is no evidence to suggest that the addition of high density residential as an allowed use lowers property values.

ATTACHMENT 3

F. The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Second Amendment to Development Agreement.

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

Section 4: Recordation.

Within ten (10) days after the Second Amendment to the Development Agreement is executed by the City Manager and the Landowner, 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. This Ordinance shall not be codified in the Rancho Cordova Municipal Code.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

ATTACHMENT 3

Mindy Cuppy, MMC, City Clerk

2542620.1

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
Attention: City Clerk

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA,
BEAZER HOME HOLDINGS CORP. AND
HEARTHSTONE MULTI-ASSET ENTITY B, L.P.**

RELATIVE TO CAPITAL VILLAGE

This Second Amendment ("**Second Amendment**") to Development Agreement is entered into this ___ day of _____ 2015, by and between the CITY OF RANCHO CORDOVA, a California municipal corporation ("**City**"), BEAZER HOMES HOLDING CORP., a Delaware Corporation, and HEARTHSTONE MULTI-ASSET ENTITY B, L.P., a California limited partnership (collectively, "**Landowner**"). City and Landowner are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

RECITALS

A. On October 6, 2005, the effective date of City Council Ordinance 19-2005, the City of Rancho Cordova and Landowner entered into that certain agreement entitled Development Agreement by and between the City of Rancho Cordova and Beazer Homes Holding Corp. and Hearthstone Multi-Asset Entity B, L.P. (the "**Development Agreement**").

B. Pursuant to the Development Agreement, Landowner agreed to develop certain property, more particularly described in the Development Agreement, 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 April 6, 2006, in Book 20060406, Page 1536.

C. On April 6, 2015, the Parties entered into the First Amendment to the Development Agreement, which extended the expiration date of said Development Agreement an additional ten (10) years, or until April 6, 2025.

D. The Project area is mostly developed; however a 5.12-acre parcel on the Property identified as Assessor Parcel Number 072-0680-072-0000 and designated as "Loft" (hereinafter the "Loft district"), consistent with the City's Commercial Mixed Use ("CMU") zone, has not been developed.

E. On March 21, 2005, the City Council certified as adequate and complete the Mitigated Negative Declaration ("**MND**") for the Project on the Property. Subsequently, in

June 2006, the City Council approved a Supplemental Mitigated Negative Declaration (“**SMND**”). All environmental impacts associated with development of the Project were reviewed and addressed in the MND and the SMND.

F. Landowner has requested a further amendment to the Development Agreement to allow for high-density residential as a permitted use in the Loft district. To reflect changed market conditions and current housing demands, the Second Amendment to the Development Agreement will amend permitted uses for the Loft district, as described in Section 3.6 of the Capital Village Special Planning Area Handbook. Pursuant to Landowner’s request and Government Code section 65868, this Second Amendment to the Development Agreement (“**Second Amendment**”) would allow for the desired higher density residential uses in the Loft district.

G. The City evaluated the impacts associated with the proposed high-density residential uses in the Loft district in the Addendum to the Capital Village Mitigated Negative Declaration (“**Addendum**”), adopted on _____, 2015 by City Council Resolution 146-2015.

H. All recitals and findings of determination in City Council Ordinance 19-2005, which adopted the Development Agreement on September 6, 2005, are still accurate and relevant to this Second Amendment and incorporated herein. All findings contained in City Council Ordinance 17-2015 adopting this Second Amendment are incorporated herein.

I. The Parties acknowledge the existing Park Development Agreement (“**PDA**”) between the Cordova Recreation and Park District and Beazer Homes, and that such PDA runs with the land.

J. This Second Amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City’s General Plan on October 6, 2005, the date the Development Agreement was executed.

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

AGREEMENT

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

2. **Amendment of Section 5 of the Recitals Concerning “Environmental Review.”** Section 5 of the Recitals of the Development Agreement is hereby amended by deleting section 5 and replacing it with the following section:

“5. **Environmental Review.** The following environmental review documents have been prepared for the Project.

5.1 On March 21, 2005, the City Council certified as adequate and complete the Mitigated Negative Declaration (“MND”) for the Project, which included required mitigation measures.

EXHIBIT 3A

5.2 On June 8, 2006, the City Council approved a Supplemental Mitigated Negative Declaration ("SMND") that evaluated the modification of the commercial aspect of the Project to add approximately 65,000 square feet of retail uses as part of a new home improvement center and modified the mitigation measures to address the change. The MND and SMND are hereby collectively referred to as the "MND."

5.3 On [REDACTED], 2015, the City Council approved an Addendum to the MND to evaluate the addition of high density residential as a permitted use on the commercial mixed use (CMU) parcel designated as the Loft district and modified the mitigation measures to address the change.

5.4 The mitigation measures adopted as part of the MND, as modified by the SMND and the Addendum, are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with the adoption of the Development Agreement in 2005 and the adoption of the Second Amendment on [REDACTED], 201[REDACTED]."

3. Amendment of Section 6 of the Recitals Concerning "Project Approvals." Section 6 of the Recitals of the Development Agreement is hereby amended by deleting subsection 6.4 and replacing it with the following:

"6.4 The Development Agreement approved by the City Council on September 6, 2005 by City Council Ordinance 19-2005 and amended on April 6, 2015 by City Council Ordinance No. 5-2015 adopting the First Amendment and as amended on [REDACTED], 2015 by City Ordinance No. [REDACTED]-201[REDACTED] adopting the Second Amendment."

Section 6 of the Recitals of the Development Agreement is hereby amended by deleting subsection 6.5 and replacing it with the following:

"6.5 The approval of the Capital Village Special Planning Area ("SPA"), which contains design guidelines and specifications pertaining to the Project (attached hereto as Exhibit 4), as adopted by City Council Ordinance No. 06-2005, and as may be amended from time to time by City Council Ordinance."

Section 6 of the Recitals of the Development Agreement is hereby amended by deleting section 6.6 and replacing it with the following section:

6.6 Environmental Review and Mitigation. The Mitigation Measures in the MND, including any changes provided in the SMND and the Addendum, are incorporated into the Project and into the terms and conditions of this Agreement."

4. Amendment of Section 6.2, concerning the "Permitted Uses." City and Landowner agree that Section 6.2 of the Agreement is hereby deleted and replaced with the following:

"6.2 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of the 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

EXHIBIT 3A

Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the following land uses and approximate acreages for the Property:

784 single family residential units, including townhomes, on 66.35 ± acres;

199 high-density residential units on 5.12± acres within the “Loft” district;

25.25± acres of retail/commercial mixed use

7.67± acres of parks;

1.8703± acres of open space;

5.2393± acres of right of way for roads; and

4.9181± acres of landscape corridors;

all as set forth in Exhibit 3. Such uses shall be developed in accordance with the Project Approvals, as such Project Approvals provide on the Effective Date of this Agreement.”

5. Amendment of Section 6.4.1 of the Agreement, concerning “New Park Development Obligation.” City and Landowner agree that subdivision (ii) of Section 6.4.1 of the Agreement is amended to add the following sentence at the end of the paragraph:

“The Parties acknowledge that the Parks DA was executed on April 12, 2006 and it is understood that park impact fees will be collected and dispersed pursuant to the terms of said agreement.”

6. Amendment of Section 8.3, concerning “CEQA Mitigation Measures.” City and Landowner agree that Section 8.3 of the Agreement is hereby deleted and replaced with the following:

“8.3 CEQA Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the MND, as amended in the SMND and the Addendum, and the Conditions of Approval/MMRP, as approved by the City on [REDACTED], 2015 by Resolution No. 146-2015 and Resolution No. 147-2015, related to such development, which are adopted by the City, and are identified as being a responsibility of Landowner.”

7. Amendment of Exhibit 4, Capital Village Special Planning Area Handbook. City and Landowner agree that Section 3.6 of the Capital Village Special Planning Area Handbook is hereby deleted and replaced with the language approved by City Council through Ordinance No. 16-2015 on [REDACTED] and provided in Attachment 1 to this Second Amendment. This amended Section 3.6 shall replace Section 3.6 within Exhibit 4 to the Development Agreement.

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

9. **All Other Terms in Force.** Except as amended by this Second Amendment, all terms and conditions of the Agreement, including its First Amendment, remain in full force and effect.

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

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

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

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 20__, and Landowner has caused this Second Amendment to be executed.

"CITY"

"LANDOWNER"

CITY OF RANCHO CORDOVA,
a municipal corporation

BEAZER HOMES HOLDING CORP.,
a Delaware corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTEST:

HEARTHSTONE MULTI-ASSET ENTITY B,
L.P., a California limited partnership

City Clerk

By: HHP GP, LLC, A California limited
liability company, its General Partner

APPROVED AS TO FORM:

By: HEARTHSTONE, INC.,
a California corporation, its Manager

By: _____

Adam U. Lindgren
City Attorney

Name: _____

Its: _____

ATTACHMENT 1

Amended Section 3.6 of SPA Handbook

The Loft District

3.6.1 Description

This district encourages a mixed use podium design which could include three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service or other active use (e.g. community room, recreation room, community service facility, etc.). Major architectural facades should face north to Data and Disk Drives, east to the Town Home District and Tower Park, and south to the Main Street retail corridor. Retail, service or other active ground floors uses will be encouraged to face south towards Main Street and east towards Road "B." Building in the Loft District shall have direct pedestrian access to Main Street and Road "B." The Loft Building will share a service drive with the 2 major retail tenants to the west, but there will be no ground level residential units facing the service drive or the loading areas of Major 1 or Major 2. Buildings in the Loft District may be part of the same building, building complex, share a common wall or may be separated from the proposed building facing Main Street.

3.6.2 Architectural Styles

The Loft District is comprised of an urban architectural style that will be compatible with both the Town Home District to the east and the Commercial and Main Street District to the west and south.

3.6.3 Permitted Uses

Permitted uses include:

1. Permanent Single Family dwellings
2. Temporary Sales offices and Model Homes/Units
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code
4. Commercial Retail uses as allowed in the City of Rancho Cordova Zoning Code with the exceptions listed below in 3.6.4
5. High-density residential housing

3.6.4 Prohibited Uses

1. Gun Shops
2. Funeral Home
3. Auto Rental
4. Auto Sales
5. Auto Repair
6. Tattoo Shop
7. Pawn Shop
8. Adult Entertainment
9. Rest Home, Group Care Facility
10. Additional Items to be added.

3.6.5 Standards Table

Density Up to 40 DU/Acre

Lot Requirements

Minimum Lot Size;	no minimum
Minimum Lot Width;	no minimum

Amended Section 3.6 of SPA Handbook/ATTACHMENT 1
to Second Amendment Development Agreement
Relative to Capital Village

Minimum Corner Lot Width;	no minimum
Minimum Lot Depth;	no minimum
Maximum Lot Coverage;	n/a

Setback Requirements

Front Yard:	n/a
Side Yard:	n/a
Corner Side Yard:	n/a
Alley/Rear Yard:	n/a
Maximum Building Height:	150'

Parking Requirements

Single-family/loft residential: Parking provided at 2 covered spaces per unit +0.1 guest spaces per total units. Guest spaces may be uncovered.

High-density residential: The parking requirement may be reduced from the above amount for projects with unique on-site constraints and/or if the project will achieve the desired vision outlined within the Special Planning Area Loft District. This reduction shall be reviewed by City staff prior to necessary staff approval, and to the extent possible, be consistent with all applicable standards.

3.6.6 Design Review

This project is subject to the City of Rancho Cordova Design Review process and shall be consistent with site plan characteristics and architecture of the Town Home District. For design alternatives that are not addressed within the Town Home or Loft District standards, the developer will use a combination of the City's current Design Guidelines and zoning standards as guidelines when the Special Planning Area standards are silent

ORIGINAL ADOPTED, March 21, 2005 **AMENDED – _____, 2016** Page 26 3.6

2557962.1

ATTACHMENT 4**CITY OF RANCHO CORDOVA****RESOLUTION NO. 147-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA APPROVING THE BRIDGEWAY SQUARE APARTMENT MAJOR DESIGN
REVIEW PERMIT AND ADJUSTMENT PERMIT - PROJECT NO. DD8588**

WHEREAS, On September 19, 2005, the City of Rancho Cordova ("City") and Beazer Homes Holding Corporation ("Landowner") entered into a Development Agreement for the Capital Village Special Planning Area Project (referred to as Capital Village), consisting of 117 acres of mixed use development. (Ordinance Number 19-2005). The Capital Village Project is located at the southeast corner of Zinfandel Drive and Data Drive, to the northwest corner of Prospect Park Drive and the northern boundary of the Villages of Zinfandel Special Planning Area located south of International Drive. The Capital Village Project is mostly developed; however the multifamily "loft" designation has not been developed while the Phases 3 and 4 residential units are under construction. This approval included a rezone, special plan area standards and zoning, and certified a Mitigated Negative Declaration ("MND") that concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted. The City Council adopted the Addendum to the MND ("Addendum") related to the proposed project amendments. All recitals and findings of determination in Ordinance 19-2005, which adopted the Development Agreement, are still accurate and relevant to the Amendment; and

WHEREAS, On March 16, 2015, via Ordinance No. 5-2015, the City and Landowner entered into a First Amendment to Development Agreement for Capital Village ("First Amendment") to extend the term of the Development Agreement by ten (10) year agreement in order to secure the financial provisions relating to financing public services, construction and maintenance of public facilities, park development fees. All recitals and findings of determination in Ordinance 5-2015, which adopted the First Amendment, are still accurate and relevant to the Amendment; and

WHEREAS, On May 20, 2015, A.G. Spanos Companies ("Applicant") submitted plans to construct a new 199 unit 4-5 story apartment complex with a club house, outdoor pool area, landscaping, lighting, parking area on a vacant parcel located at the southwest intersection of Disk Drive and Bridgeway Drive; and

WHEREAS, the project was presented at two neighborhood meetings and a City Council work session for comment and direction; and

WHEREAS, this project was reviewed at the City's Development Service Team (DST), all applicable City departments, and agencies for comments and conditions; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Bridgeway Square Apartment Major Design Review Permit and Adjustment Permit (**Exhibit 3A**), subject to the following findings and attached Conditions of Approval (**Exhibit 3B**):

ATTACHMENT 4

- A. The findings for the project's compliance with the California Environmental Quality Act (CEQA) are contained within Resolution 146-2015:
- B. Approve the **Major Design Review** subject to the Conditions of Approval herein, and subject to the findings as defined by Zoning Code Section 23.141.050 and evidence as follows:

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

Evidence: The proposed project is consistent with the purpose and intent of adopted policies and regulations, including the General Plan, the Capital Village Special Planning Area, and the Municipal Code. The vision for the General Plan and Capital Village Special Planning area consist of the project site containing a dense urban use that would support the Downtown Planning Area and fulfil an important housing need by providing additional housing options for renters. The project consists of a market rate apartment complex with club house and outdoor pool area that is in keeping with the Loft district zone and all applicable standards, and guidelines.

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

Evidence: The proposed overall design includes a new parking area, lighting, landscaping, and pedestrian gathering areas for undeveloped areas which flow well with the site design of the apartment complex and club house. These designs will also enhance the character of the community as the project site is currently a vacant lot and will be developed into an area that will complement the surrounding parks and businesses. The building's façade and use of color and material are consistent with the Special Planning Area and City's Design Guidelines.

3. *Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements, establishes a clear design concept and is compatible with the character of existing townhomes, tower feature, and commercial businesses.*

Evidence: The design and proposed use of the project is established clearly within the submitted application for Major Design Review and Adjustment. The design and use are consistent with the existing businesses in the area which consist of offices, restaurants, and townhomes. The design, color, and materials are compatible with the character of existing development and have been designed to foster a more human scale façade.

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

Evidence: The proposed project will not substantially affect current traffic flows or existing modes of transportation circulation as the main entrance will be oriented

ATTACHMENT 4

towards the existing commercial buildings and not the medium density residential townhomes. The project has been conditioned to improve safety for pedestrians coming from Zinfandel Drive or that utilize the existing bus route services. Also improvements will be made to the existing sidewalks and right-of-way along the project site in accordance with all local standards.

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

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

Evidence: The proposed apartment complex is consistent with the Capital Village Special Planning Area standards and has been designed as an urban village that will incorporate multimodal modes of transportation. The project will provide 1.6 spaces per unit while the current code requires 2 per unit. Since roughly 60 percent of the units will be for 1-bedroom and studio units, the 2 covered spaces per unit is excessive for a majority of the proposed project.

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

Evidence: The proposed high density housing will be supported by commercial and public areas by bringing more residents into closer proximity to certain goods and services. The high density is consistent with the current zoning standards and directs parking and automobile circulation away from the existing medium density housing on Bridgeway Drive.

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

Evidence: The adjustment is to provide the apartment complex with some flexibility in meeting the required parking and achieving the vision of the Loft zone under the adopted CVSPA. The site will add double the required bike parking, proposed a club house with pool instead of parking, and will not be gated allowing new pathways for all community members that will provide additional access from Bridgeway Drive to the commercial properties.

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

Evidence: The project site is bordered on the north by existing office and light industrial uses, existing commercial to the west and south, and medium density residential uses to the east. The proposed parking adjustment as conditioned will allow the apartment complex to maximize existing parking onsite without prohibiting future businesses or creating any potential conflicts through increased automobile congestions onsite.

ATTACHMENT 4

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

Evidence: The General Plan and Zoning regulations encourage high density uses along Zinfandel Drive in order to make the area a more urban environment due to the downtown planning overlay. The parking adjustment allows for flexibility in providing 1.6 parking spaces per unit while encouraging multi modal forms of transportation.

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

Evidence: The 11% adjustment (45 spaces) is well within the maximum 30% (125 spaces) the Zoning Code allows. The applicant has already amended the design to include 25 gross additional spaces (15 net spaces due to 5-unit increase) and other amenities such as additional bike parking and club house instead of parking area. While the applicant is still open to a shared parking agreement, the City cannot require the adjacent owner to enter into an agreement to accommodate the parking shortfall.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk



A.G. Spanos Companies

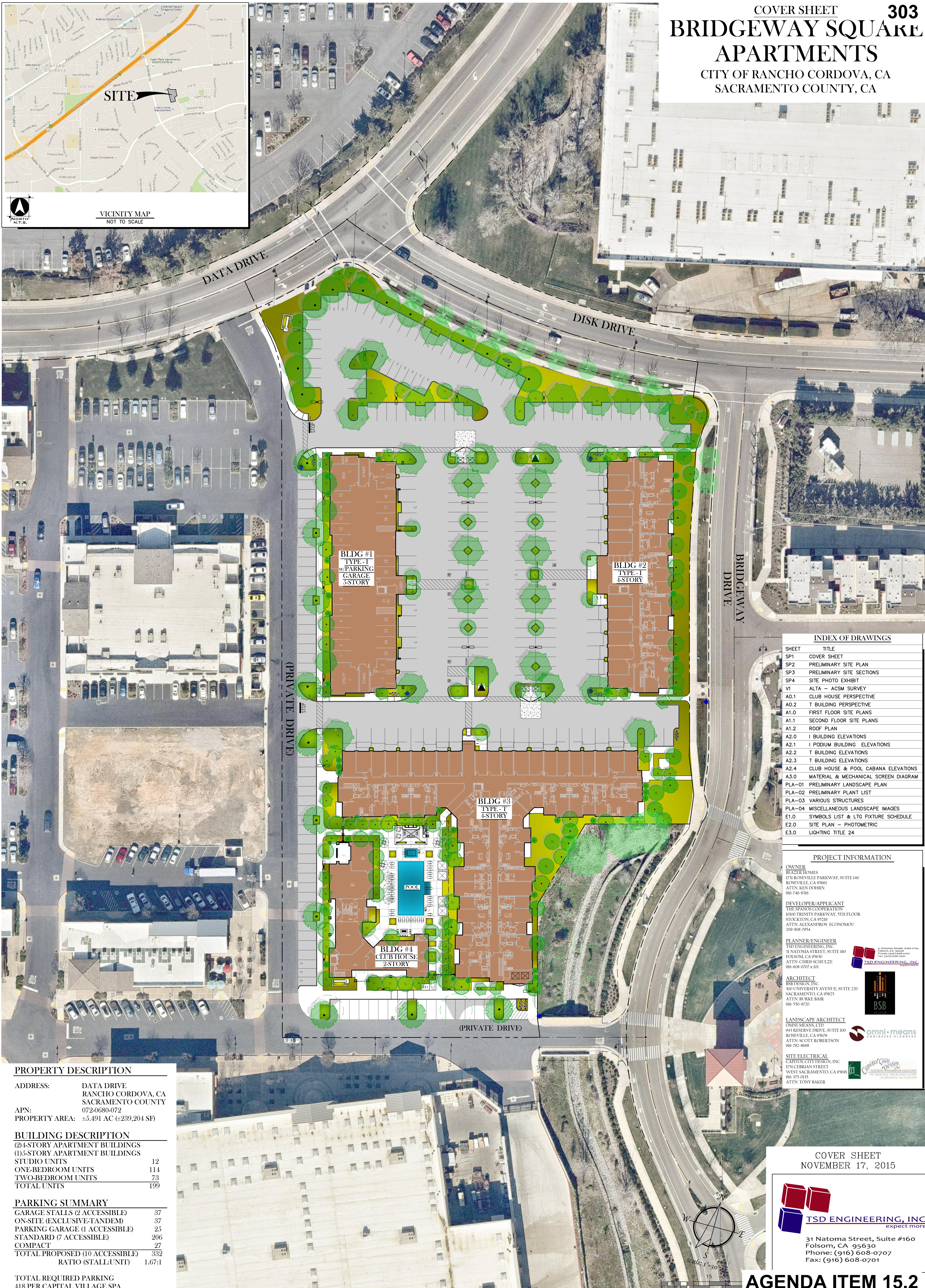
Bridgeway Square Apartments is a 199 unit, type 5A, sprinkled multi-family neighborhood situated on 5.2 acres of land. The proposed construction is type 5A Located along southwest of Bridgeway Drive and Disc Drive, the site is bordered by existing office uses to the North, a retail main street and retail uses to the South and West, and an established residential neighborhood and park to the East. The apartment homes range in size from 442 to 1,158 square feet with a mix of Studio/1 bedroom at 63% and 2 bedrooms at 37%.

The 199 dwelling units are situated in two 4-story on-grade buildings and one four story over one podium five story building. There are a total of 332 parking spaces provided for a ratio of 1.7 spaces per dwelling unit. Each building will include one elevator. There are 37 attached garage spaces with 37 associated tandem parking spaces and 25 podium garage spaces. The remaining parking spaces are located within internal auto courts or along private drives. A majority of the parking has been internalized to minimize views from adjacent public spaces.

A 7,500 square feet clubhouse is located on the southwest corner of the property and will include leasing, pool, spa, workout area, and business center, a media room behind a game room, outdoor lounge, barbeque, and kitchen facilities.

The exterior design of the buildings promotes a distinctive multi-family structure with materials, massing, and details that are compatible with the nearby residential and commercial neighborhoods. The architectural character of the buildings emphasizes an upscale suburban architecture punctuated with gabled roofs and parapets. The massing is broken up with carefully placed color and stone to establish a pleasing rhythm on the façade. The exterior materials are comprised of stucco and manufactured stone. The windows will be insulated vinyl. There will be three proposed stucco colors for each building.

On-street and internal walks provide pedestrian connections to the clubhouse, adjacent parks, and adjacent commercial and residential neighborhoods. All open space features, driveways, streetscape, walks and other common area facilities will be maintained by a property management group.



OWNER
BECKER HOMES
1715 ROSEVILLE PARKWAY, SUITE 140
ROSEVILLE, CA 95661
ATTN: KENDY DOHN
916 746-8316

DEVELOPER/APPLICANT
THE SPANUS CORPORATION
10100 TRINITY PARKWAY, 5TH FLOOR
STOCKTON, CA 95219
ATTN: ALEXANDROS ECONOMOU
209 408-7954

PLANNER/ENGINEER
TSD ENGINEERING, INC.
31 NATOMA STREET, SUITE 160
FOLSOM, CA 95630
ATTN: CHRIS SCHULZE
916 608-0737 x 103

ARCHITECT
BSB DESIGN, INC.
301 UNIVERSITY AVENUE, SUITE 220
SACRAMENTO, CA 95823
ATTN: BURKE BAIR
916 550-9720

LANDSCAPE ARCHITECT
OMNI MEANS LTD
943 RESERVE DRIVE, SUITE 100
ROSEVILLE, CA 95678
ATTN: SCOTT ROBERTSON
916 723-8688

SITE ELECTRICAL
CAPITOL CITY DESIGN, INC.
1719 CEBRAN STREET
WEST SACRAMENTO, CA 95691
916 723-0115
ATTN: TONY BAKER

PROJECT INFORMATION

 1) Industrial building, Suite 140
2) Industrial building, CA 95661
3) 1715 Natoma Street, Suite 160
4) 1715 Natoma Street, Suite 160

TSD ENGINEERING, INC.
www.tsdeng.com

 BSB
BUILDING SOLUTIONS

 omni means
ENGINEERS - PLANNERS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

 Capitol City Design
ARCHITECTS

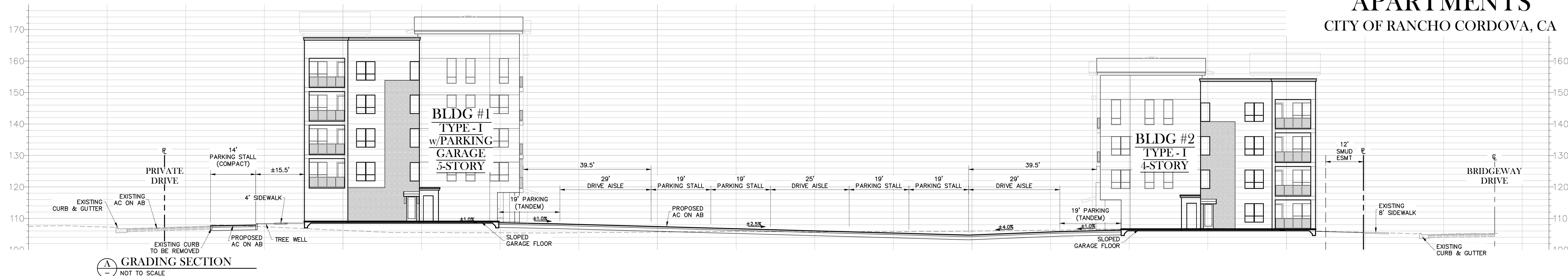
PROPERTY DESCRIPTION	
ADDRESS:	DATA DRIVE RANCHO CORDOVA, CA SACRAMENTO COUNTY
APN:	072-0680-072
PROPERTY AREA:	±5.491 AC (±239,204 SF)
BUILDING DESCRIPTION	
(2)-4-STORY APARTMENT BUILDINGS	
(1)-5-STORY APARTMENT BUILDINGS	
STUDIO UNITS	12
ONE-BEDROOM UNITS	114
TWO-BEDROOM UNITS	73
TOTAL UNITS	199
PARKING SUMMARY	
GARAGE STALLS (2 ACCESSIBLE)	37
ON-SITE (EXCLUSIVE-TANDEM)	37
PARKING GARAGE (1 ACCESSIBLE)	25
STANDARD (7 ACCESSIBLE)	206
COMPACT	27
TOTAL PROPOSED (10 ACCESSIBLE)	332
RATIO (STALL:UNIT)	1.67:1
TOTAL REQUIRED PARKING	
418 PER CAPITAL VILLAGE SPA	

COVER SHEET

NOVEMBER 17, 2015



PRELIMINARY SITE SECTIONS
BRIDGEWAY SQUARE
APARTMENTS
CITY OF RANCHO CORDOVA, CA



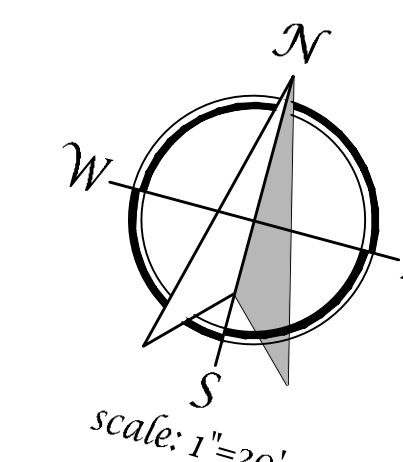
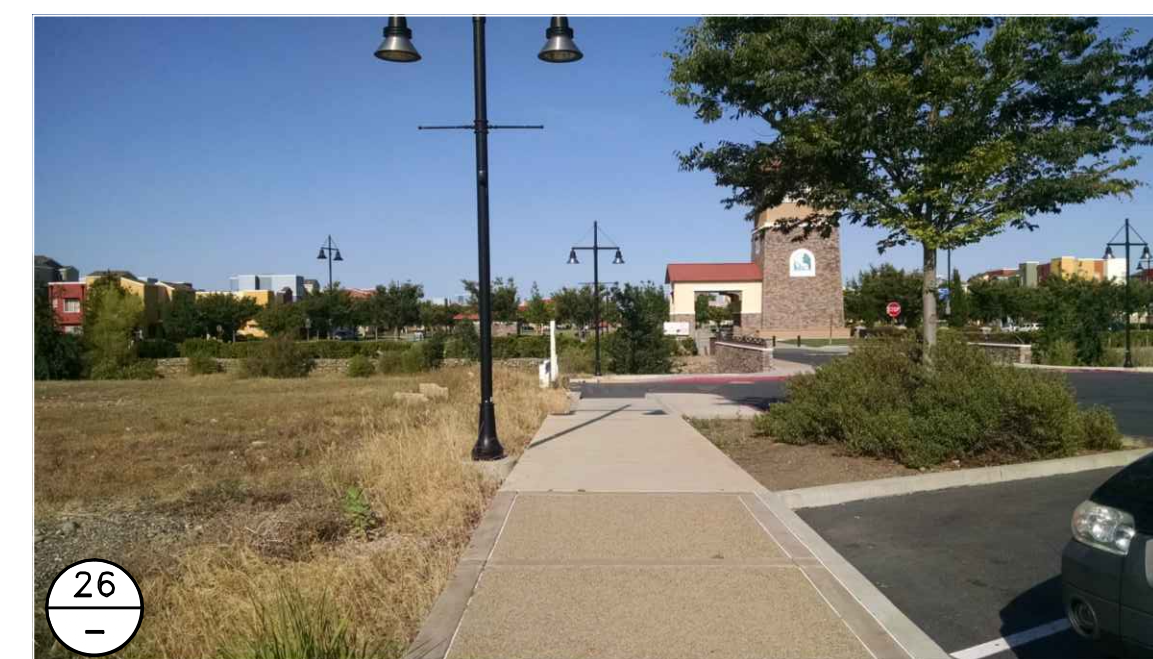
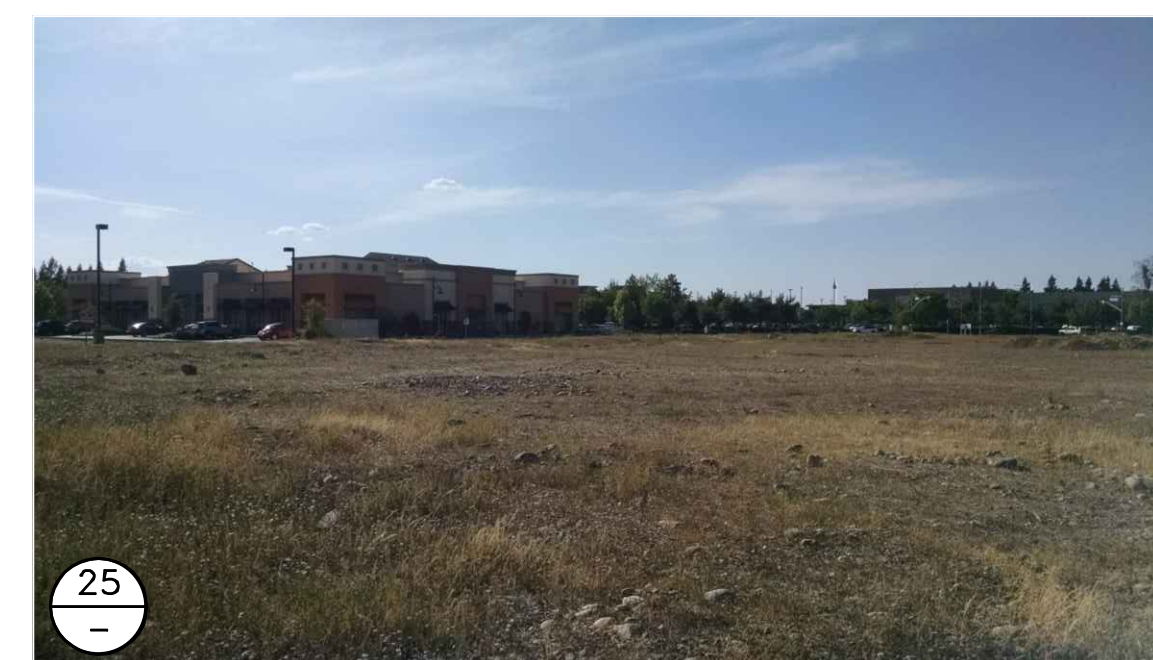
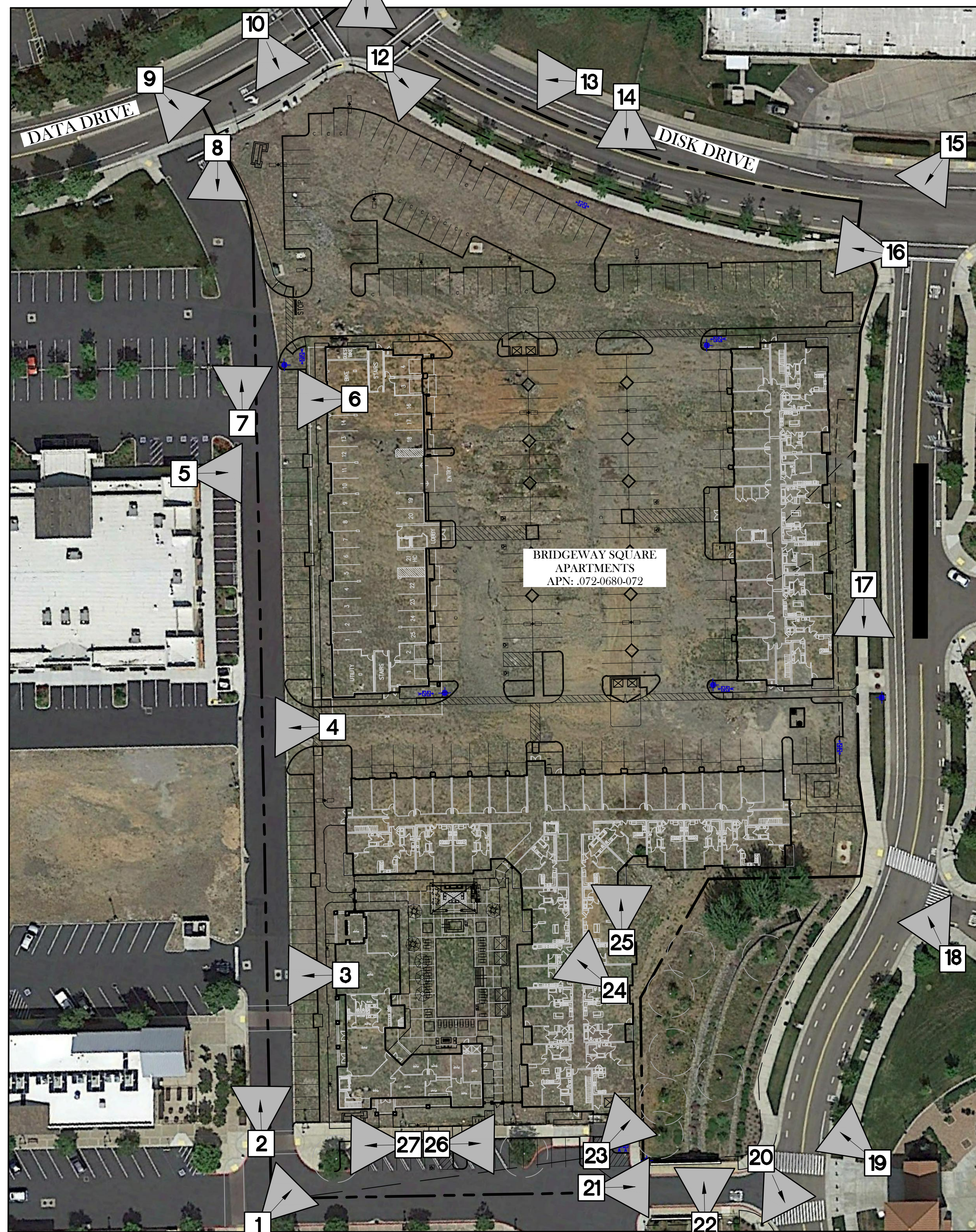
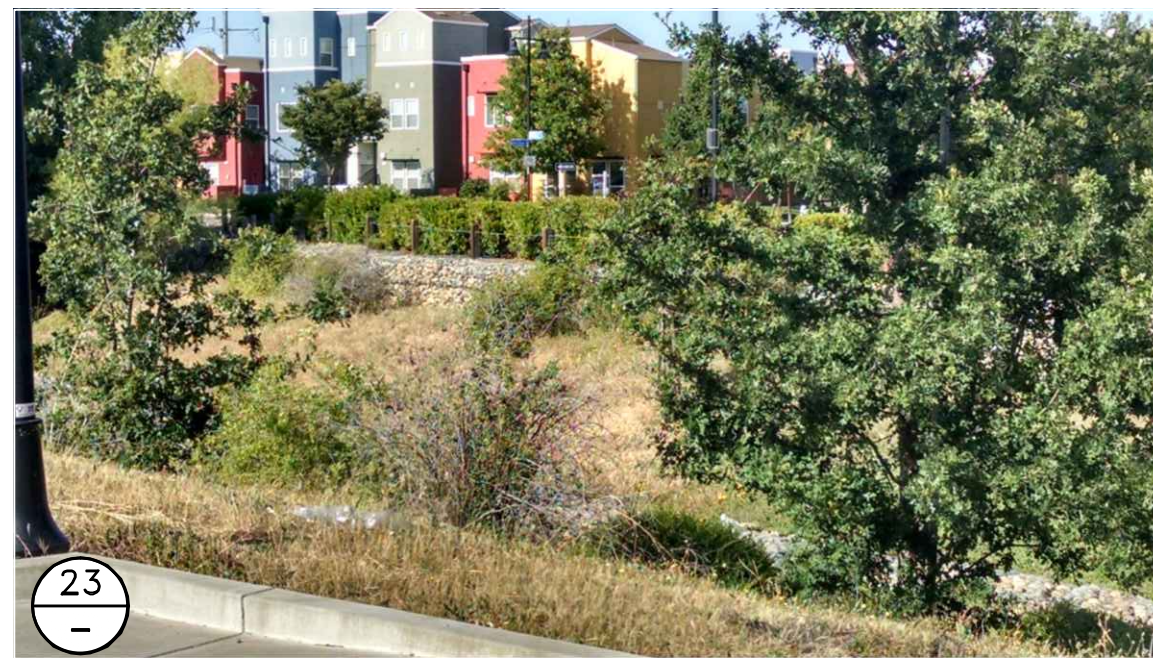
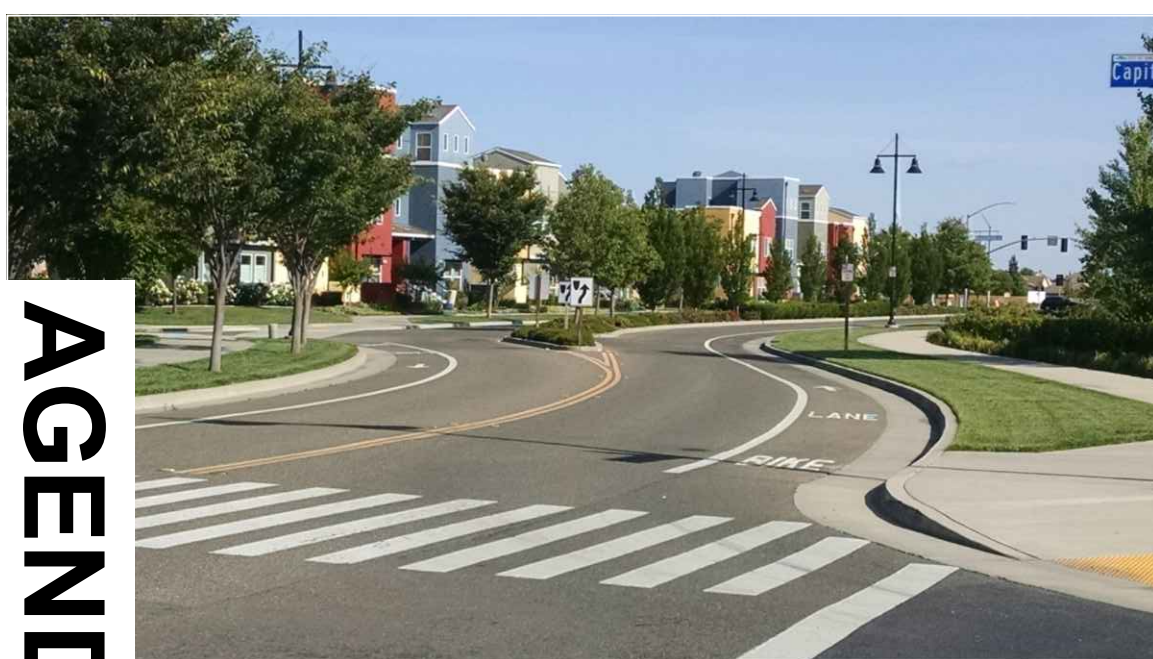
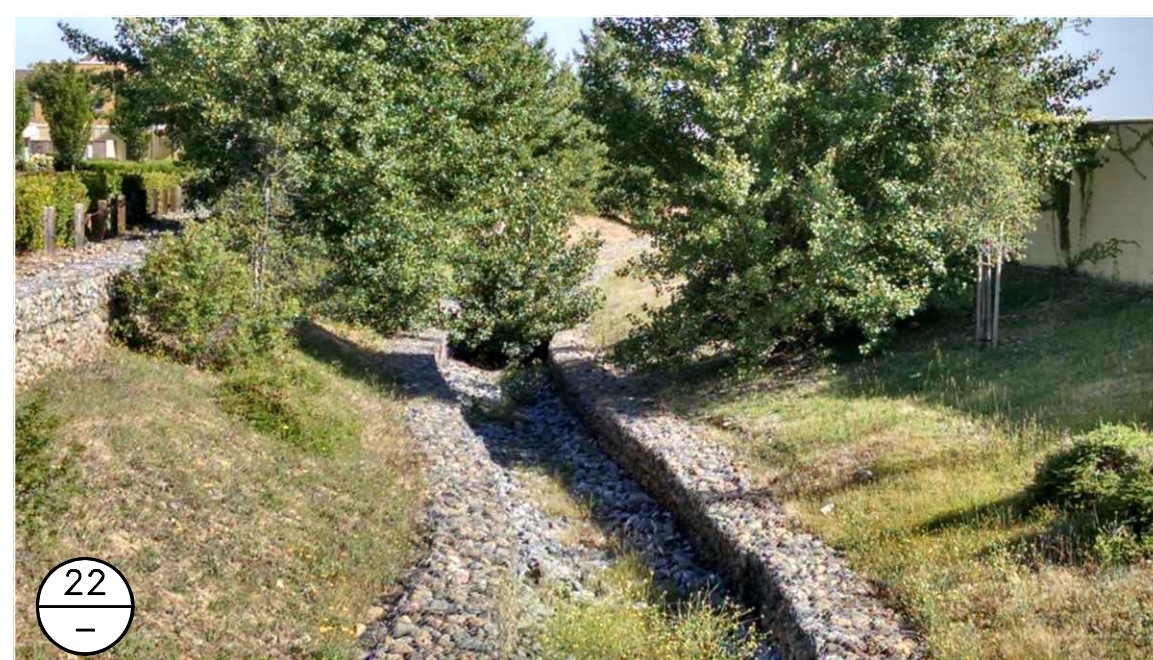
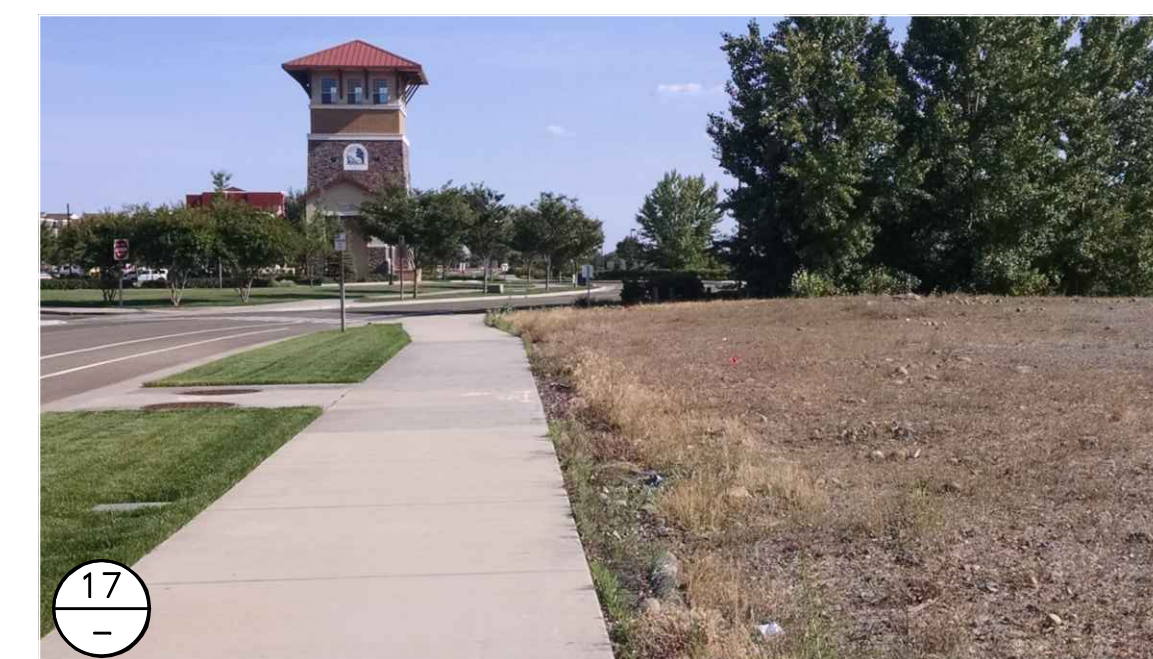
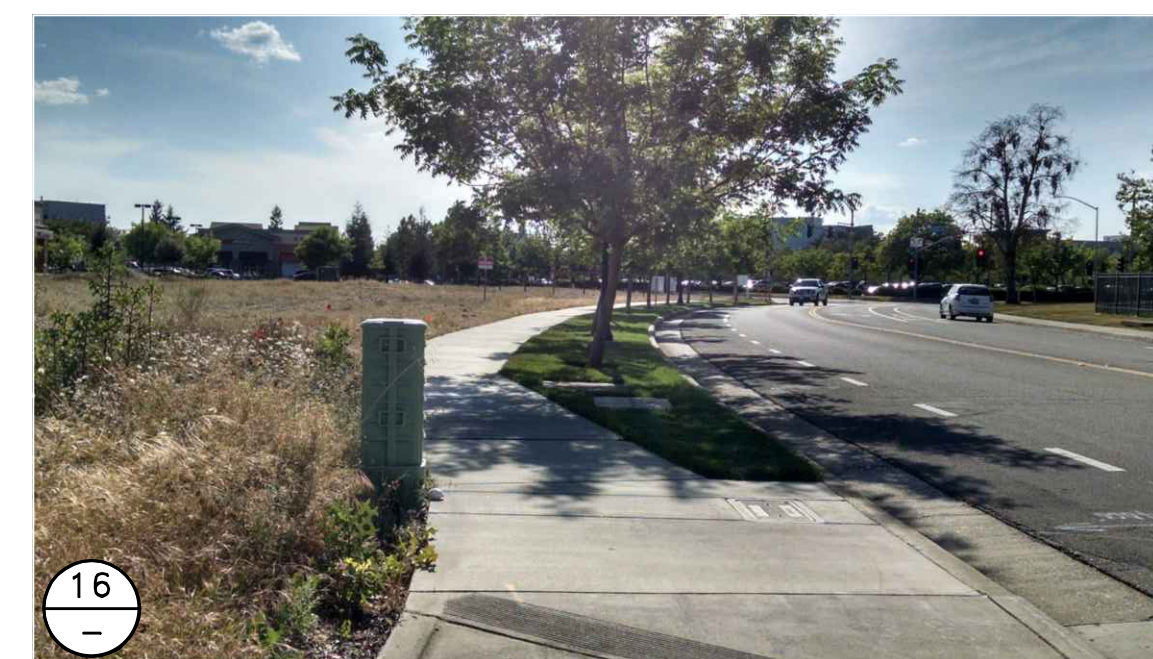
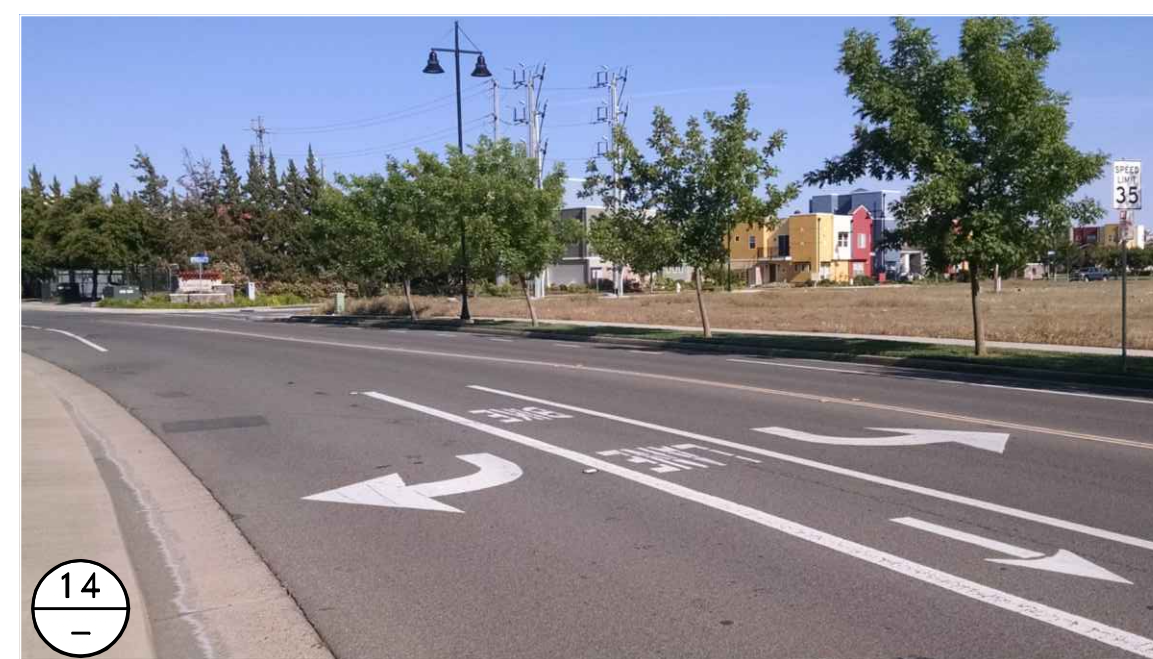
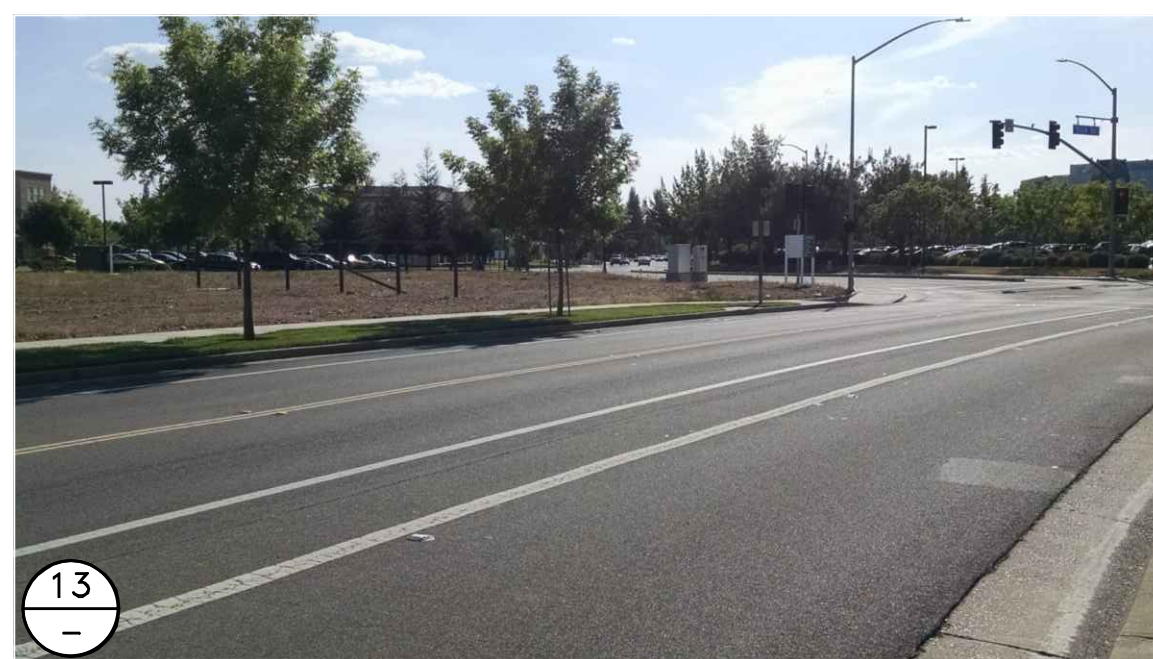
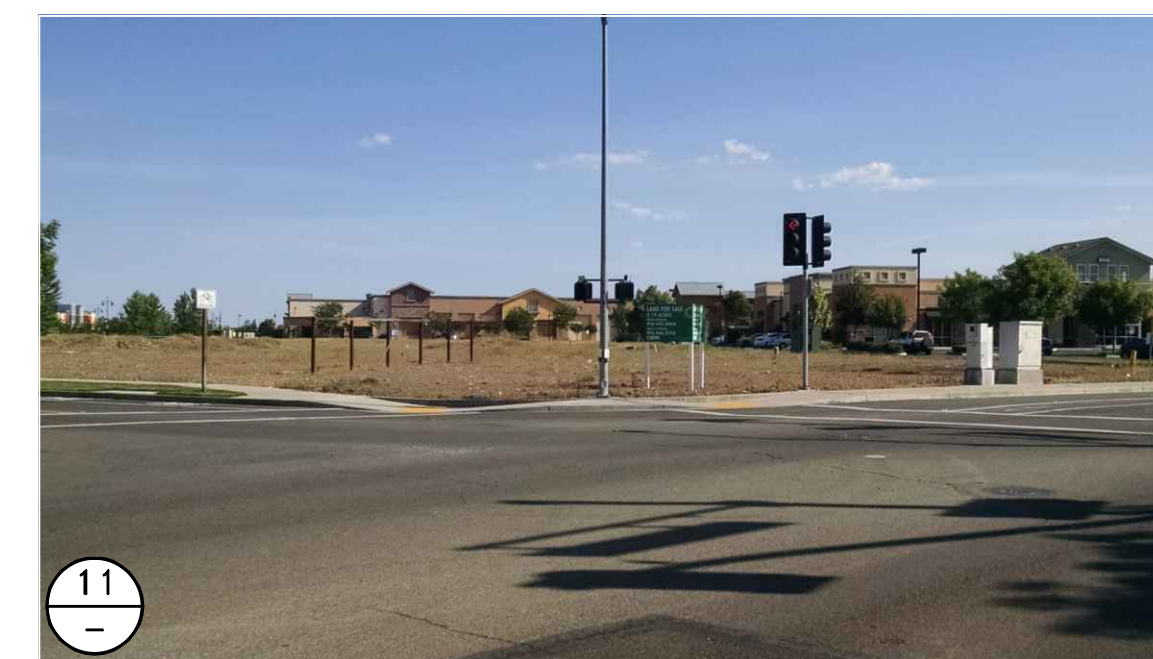
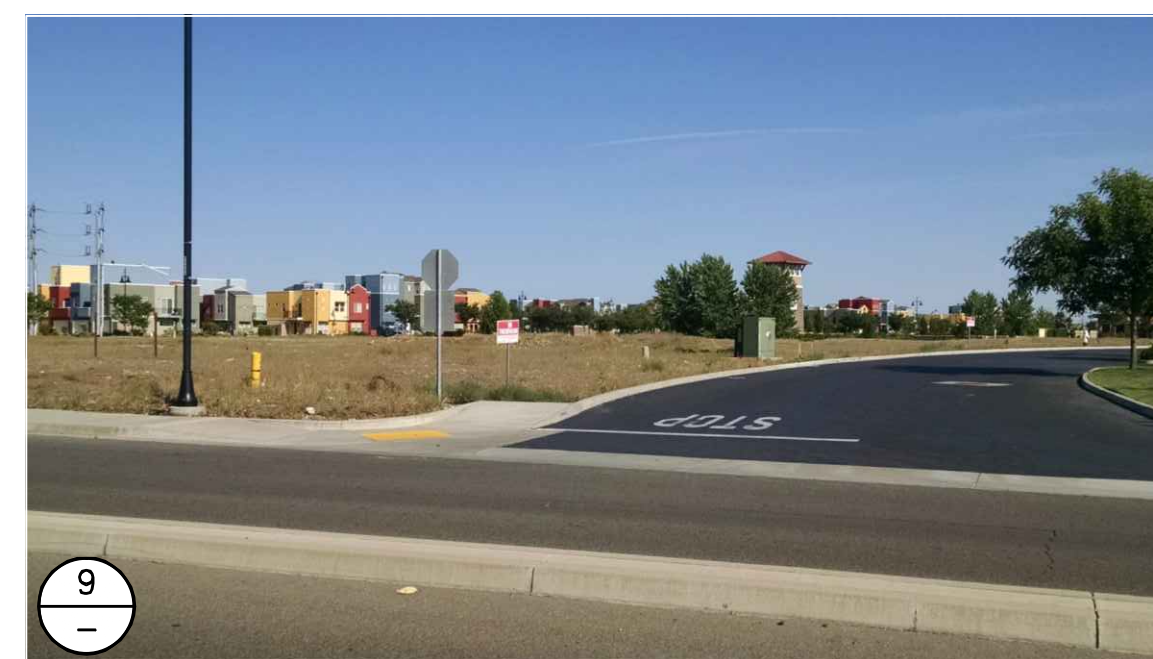
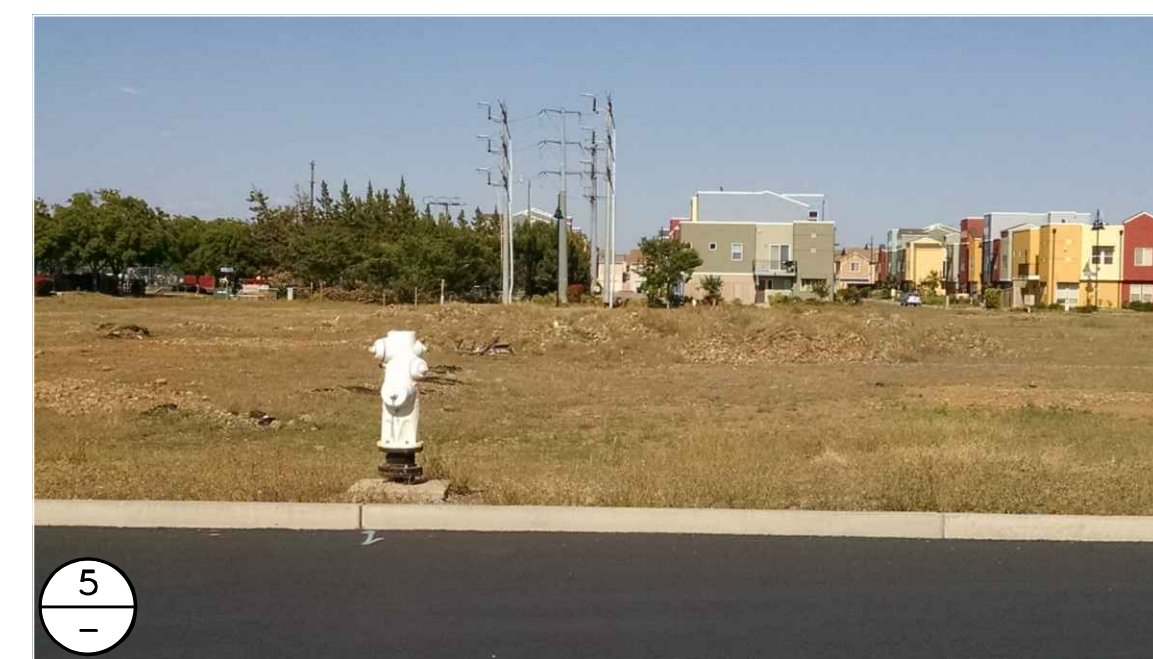
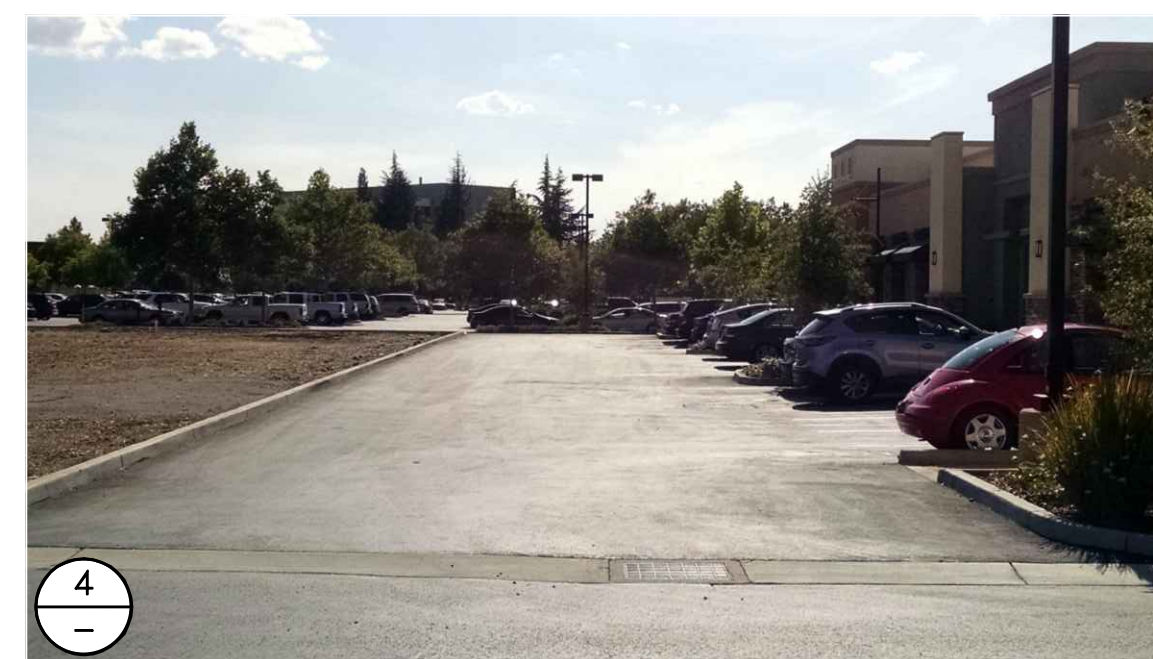
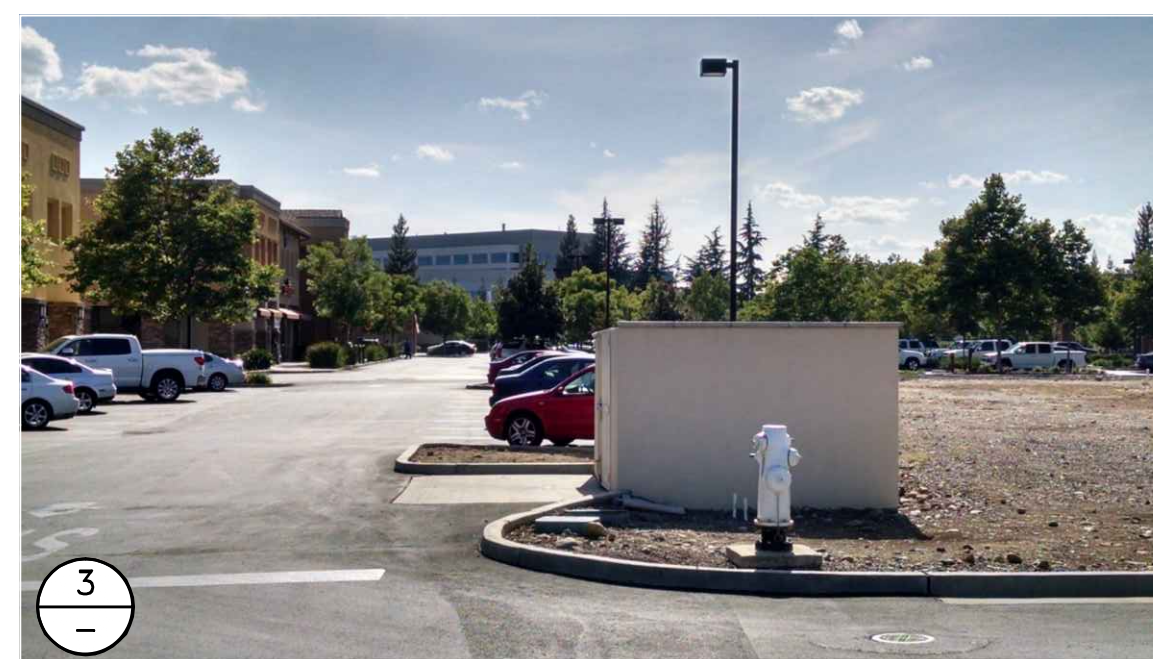
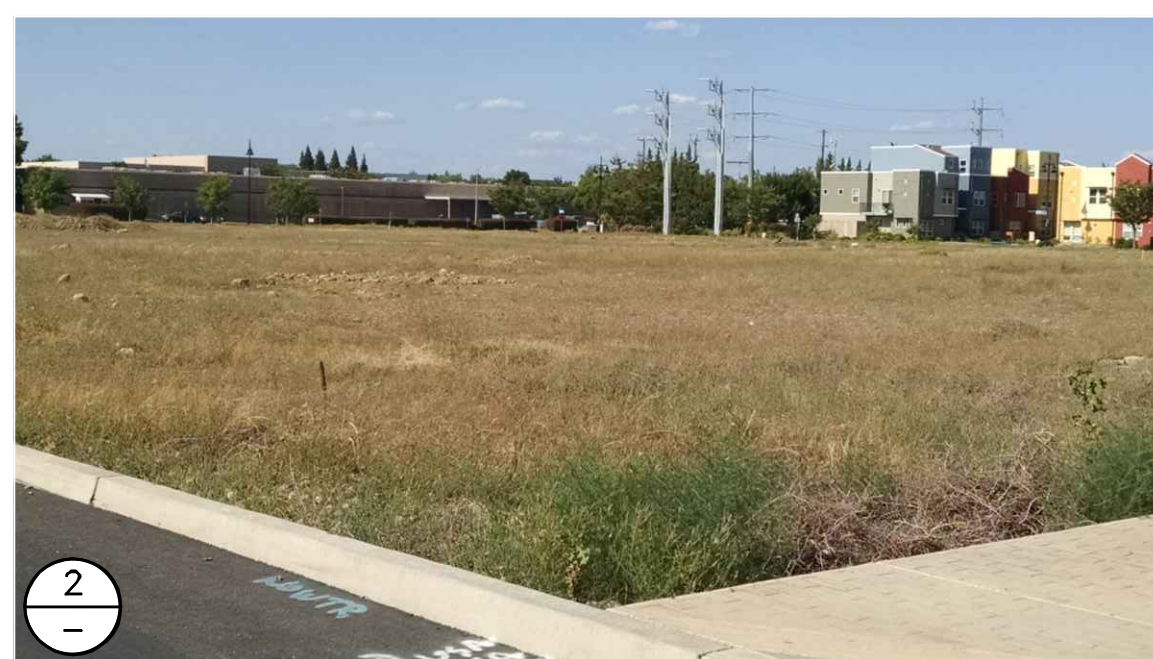
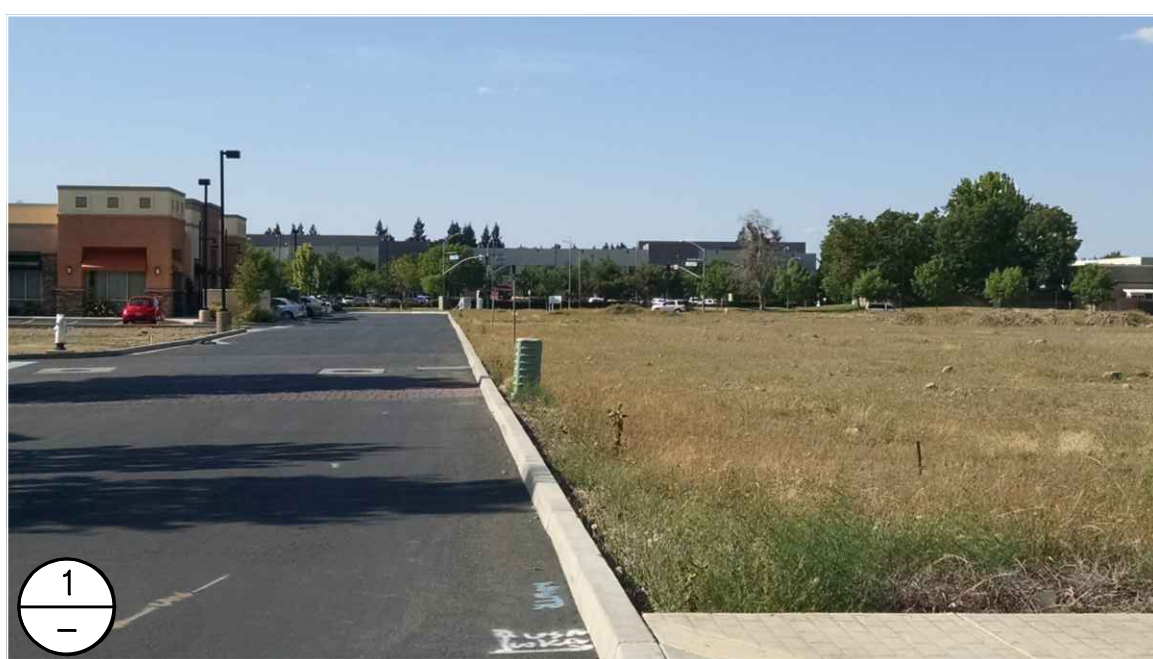
PRELIMINARY SITE SECTIONS
NOVEMBER 17, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SP-3

305

SITE PHOTO EXHIBIT
**BRIDGEWAY SQUARE
APARTMENTS**
CITY OF RANCHO CORDOVA, CA



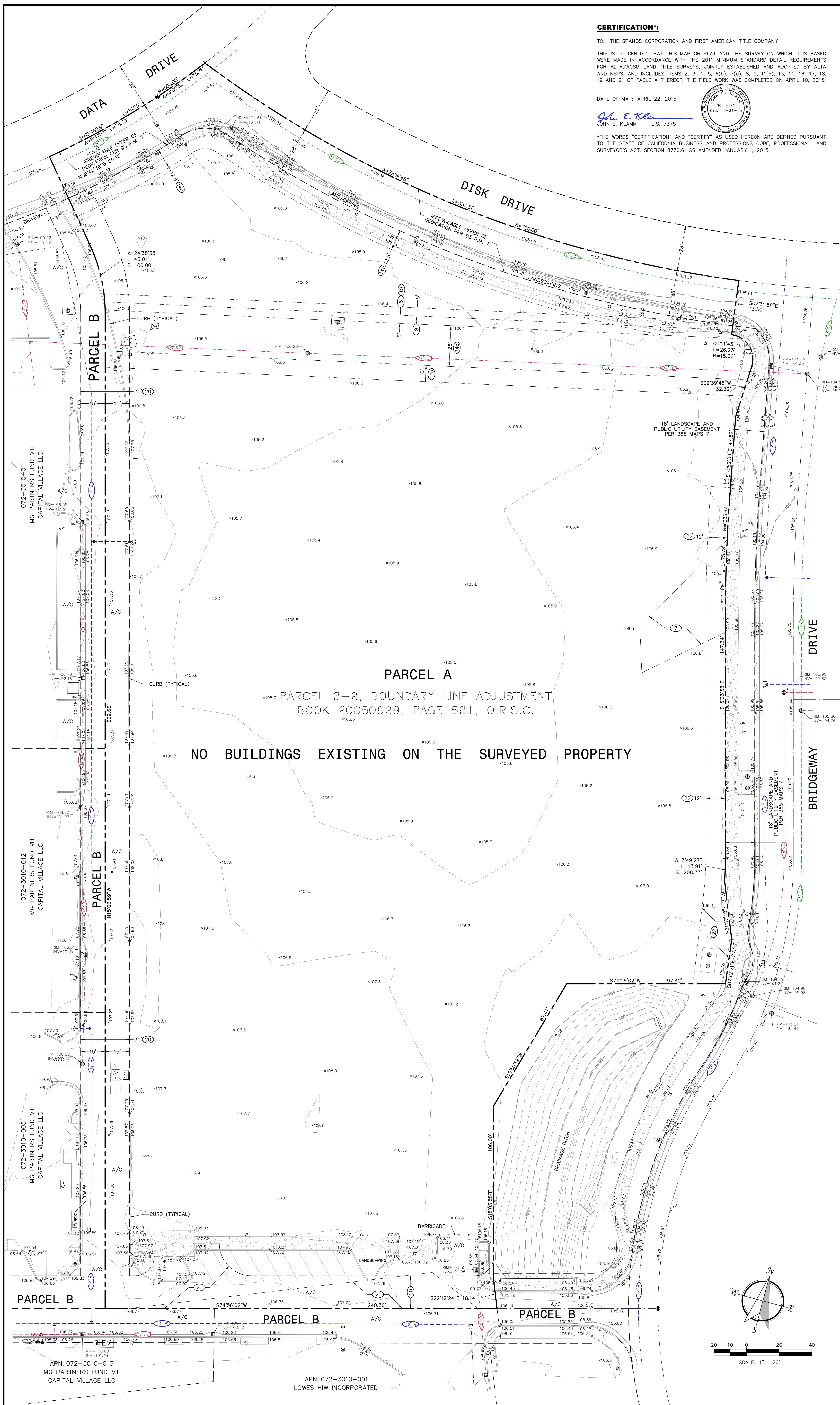
scale: 1"=20'

20 0 10 20 40

SITE PHOTO EXHIBIT
NOVEMBER 17, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SP-□



CERTIFICATION*:

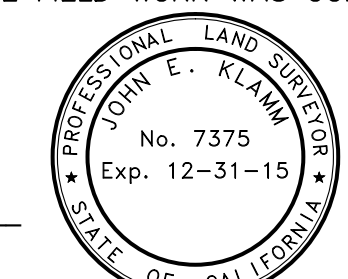
TO: THE SPANOS CORPORATION AND FIRST AMERICAN TITLE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(b), 7(o), 8, 9, 11(o), 13, 14, 16, 17, 18, 19 AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 10, 2015.

DATE OF MAP: APRIL 22, 2015

JOHN E. KLAMM L.S. 7375

*THE WORDS "CERTIFICATION" AND "CERTIFY" AS USED HEREON ARE DEFINED PURSUANT TO THE STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE, PROFESSIONAL LAND SURVEYOR'S ACT, SECTION 8770.6, AS AMENDED JANUARY 1, 2015.



DESCRIPTION:

THE SURVEYED PROPERTY SHOWN HEREON IS SITUATED IN THE CITY OF F. CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:
PARCEL 3-2, AS SHOWN ON BOUNDARY LINE ADJUSTMENT NO. RC-05-176, AS EVIDENCED BY DOCUMENT RECORDED MAY 27, 2005 IN BOOK 20050527 PAGE 1371 AND RE-RECORDED SEPTEMBER 29, 2005 IN BOOK 20050929 PAGE 0581 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 51 OF THE PARCEL MAP RECORDED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 51, THENCE ALONG THE NORTH LINE OF LOT 51, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 700 FEET AND A CHORD THAT BEARS SOUTH 82°54'39" EAST, 353.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 73°1'58" EAST, 33.50 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 15 FEET AND A CHORD THAT BEARS SOUTH 47°28'06" EAST, 23.01 FEET; THENCE SOUTH 2°39'46" WEST, 32.39 FEET; THENCE SOUTH 10°52'39" EAST, 47.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 1036.67 FEET AND A CHORD THAT BEARS SOUTH 12°58'19" EAST, 75.77 FEET; THENCE SOUTH 12°03'58" EAST, 147.34 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 208.33 FEET AND A CHORD THAT BEARS SOUTH 13°09'14" EAST, 13.90 FEET; THENCE SOUTH 21°57'18" EAST, 35.95 FEET; THENCE SOUTH 71°22'21" EAST, 27.57 FEET; THENCE SOUTH 74°56'02" WEST, 97.42 FEET; THENCE SOUTH 15°50'19" WEST, 87.41 FEET; THENCE SOUTH 15°03'58" EAST, 106.00 FEET; THENCE SOUTH 22°12'24" EAST, 18.14 FEET; THENCE SOUTH 74°56'02" WEST, 240.36 FEET; THENCE NORTH 15°03'58" WEST, 609.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 100 FEET AND A CHORD THAT BEARS NORTH 27°23'17" WEST, 42.68 FEET; THENCE NORTH 39°42'36" WEST, 60.16 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 500 FEET AND A CHORD THAT BEARS NORTH 43°53'51" EAST, 111.32 FEET TO THE POINT OF BEGINNING.

PARCEL B:
A RECIPROCAL NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AS SHOWN IN RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 29, 2006 IN BOOK 20060929 PAGE 1949 OF OFFICIAL RECORDS.

APN: 072-0680-072-0000

NOTES:

THIS MAP WAS PREPARED IN ACCORDANCE WITH THE PRELIMINARY REPORT ISSUED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. NCS-721002-SAC4, DATED MARCH 10, 2015 AND DEPICTING THE REAL PROPERTY AND PLOTTABLE EXCEPTED DESCRIBED HEREIN. EXCEPTIONS OTHER THAN EASEMENTS, SERVITUDES AND RIGHTS OF WAY, AS SPECIFIED IN THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, ARE BEYOND THE SCOPE OF THIS SURVEY AND ARE NOT REPRESENTED HEREON. EASEMENTS, SERVITUDES AND RIGHTS OF WAY ARE DESIGNATED BELOW WITH THE CORRESPONDING NUMBER FROM THE EXCEPTIONS OF SAID PRELIMINARY REPORT.

- EXCEPTIONS:**
- (1) URANINE EASEMENT PER BOOK 830413, PAGE 956, O.R.S.C. (PLOTTED). EASEMENT WAS SHOWN TO BE ABANDONED ON BOOK 93 OF PARCEL MAPS, AT PAGE 7.
 - (2) ELECTRICAL EASEMENT PER BOOK 830610, PAGE 1237, O.R.S.C. (PLOTTED).
 - (3) ELECTRICAL EASEMENT PER BOOK 830610, PAGE 1240, O.R.S.C. (PLOTTED).
 - (10) ELECTROLIER EASEMENT PER BOOK 830803, PAGE 1131, O.R.S.C. (PLOTTED).
 - (11) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EXCEPTIONS AND RESERVATIONS PER BOOK 841214, PAGE 1025, O.R.S.C. (BLANKET IN NATURE).
 - (12) COVENANTS, CONDITIONS AND RESTRICTIONS PER BOOK 851231, PAGE 2738, O.R.S.C. (BLANKET IN NATURE).
 - (14a) PUBLIC UTILITY EASEMENT PER BOOK 93 OF PARCEL MAPS, AT PAGE 7 (PLOTTED).
 - (14b) DRAINAGE EASEMENT PER BOOK 93 OF PARCEL MAPS, AT PAGE 7 (PLOTTED).
 - (15) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS PER BOOK 20040722, PAGE 488, O.R.S.C. (BLANKET IN NATURE).
 - (18) AVIGATION AND NOISE EASEMENT PER BOOK 20050810, PAGE 2616, O.R.S.C. (BLANKET IN NATURE).
 - (20) RECIPROCAL ACCESS EASEMENTS BOOK 20060929, PAGE 1949, O.R.S.C. (PLOTTED).
 - (21) NO-BUILD EASEMENT BOOK 20060929, PAGE 1951, O.R.S.C. (PLOTTED).
 - (22) ELECTRICAL EASEMENT PER BOOK 20070502, PAGE 1921, O.R.S.C. (PLOTTED).
 - (23) WATER RIGHTS, CLAIMS OR TITLE TO WATER (BLANKET IN NATURE).

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE THE PARCEL MAP OF "CAPITAL VILLAGE COMMERCIAL", FILED IN BOOK 195 OF PARCEL MAPS, AT PAGE 7, BASED UPON FOUND MONUMENTS SHOWN HEREON.

BASIS OF ELEVATIONS: BENCHMARK "ZINFANDEL" HAVING AN ELEVATION OF 99.83 FEET (NAVD83), BEING A 3/4" ALUMINUM ALLOY ROD DRIVEN TO REFUSAL, WITH A CADT/CSRC ALUMINUM SURVEY DISK AFFIXED, SET IN A 6" DIAMETER PVC WELL CASING WITH AN ALUMINUM ACCESS COVER. THE STATION LIES 33.1 METERS NORTHEAST OF A TWO POLE, "RANCHO CORDOVA/GOLD CENTER DRIVE" SIGN, 23.0 METERS EAST OF A METAL WITNESS POST, 12.2 METERS SOUTH OF THE HIGHWAY 50 EDGE OF PAVEMENT, 10.3 METERS NORTHEAST OF A METAL DROP INLET GRATE, 1.0 METER NORTH OF A METAL GUARD POST, AND ABOUT 0.1 METER LOWER THAN THE HIGHWAY.

ADDRESS: DATA DRIVE, RANCHO CORDOVA, CA 95670
(VACANT SITE - NO ADDRESS ASSIGNED)

FLOOD ZONE: THE SURVEYED PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 060702020H, DATED AUGUST 16, 2012.

LAND AREA: 239,204± SQUARE FEET OR 5.491± ACRES

ZONING: CVSPA - CAPITAL VILLAGE SPECIAL PLANNING AREA - LOFT DISTRICT

DEVELOPMENT STANDARDS: THE SURVEYED PROPERTY IS SUBJECT TO THE CITY OF RANCHO CORDOVA DESIGN REVIEW PROCESS.

PARKING SPACES: THERE ARE 10 REGULAR PARKING SPACES MARKED ON THE SURVEYED PROPERTY.

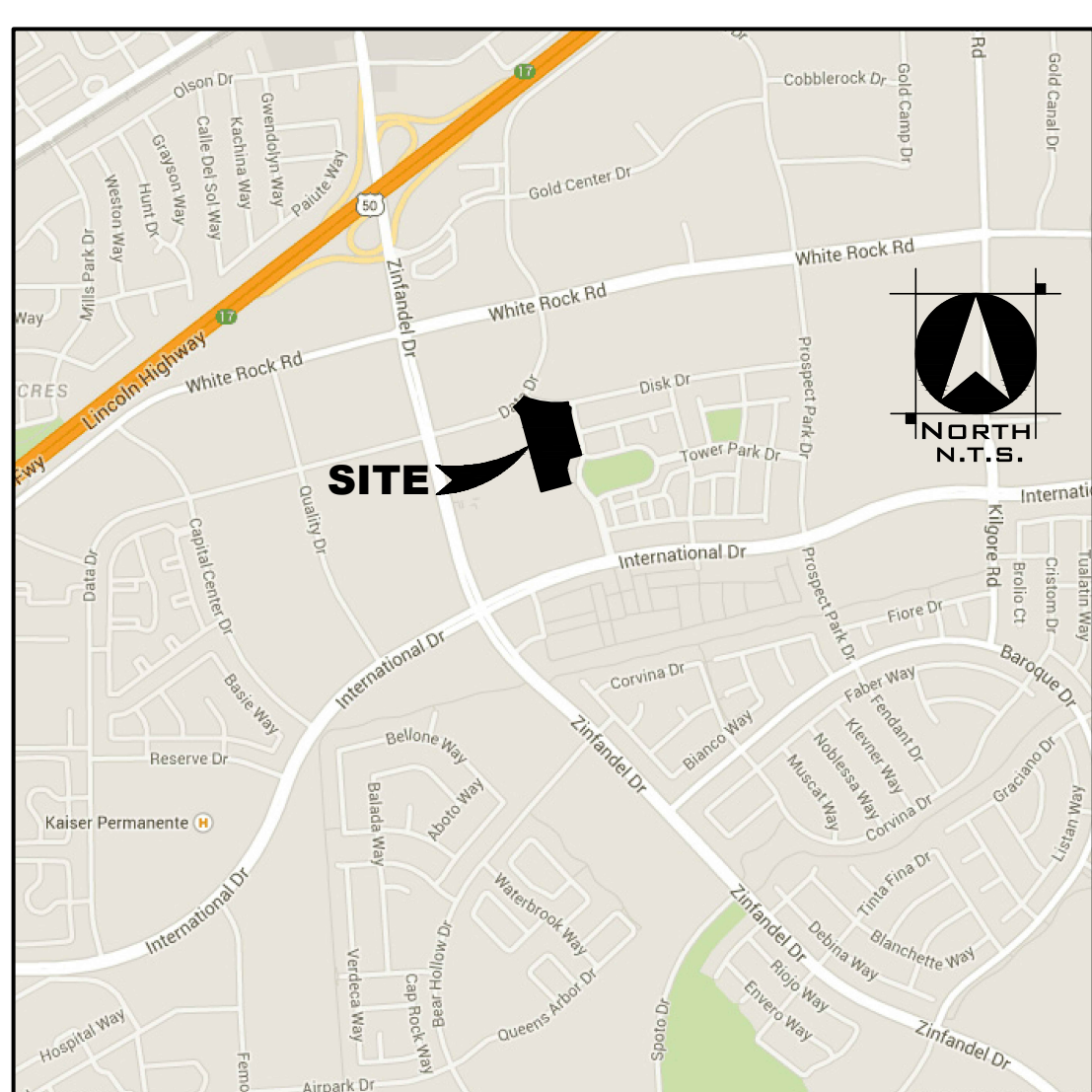
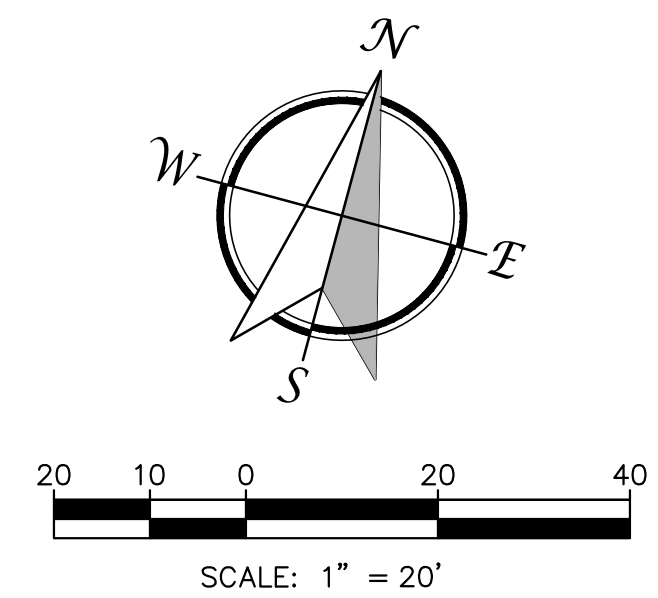
THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN THE SURVEYED PROPERTY.

THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES DISCLOSED WHILE CONDUCTING THIS SURVEY. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WITHIN THE SURVEYED PROPERTY.

THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WITHIN THE SURVEYED PROPERTY.

THERE WAS NO OBSERVED EVIDENCE OF WETLAND AREAS DELINEATED BY PROPER AUTHORITIES WITHIN THE SURVEYED PROPERTY.

LEGEND	
	FOUND 3/4" IRON PIPE
	STEEL GUARD POST
	SIGN POST
	DRAIN MANHOLE
	DRAIN INLET
	SEWER MANHOLE
	ELECTRIC BOX
	ELECTRIC VAULT
	ELECTRIC MANHOLE
	TRANSFORMER
	PVC UTILITY STUB
	CABLE TELEVISION BOX
	COMMUNICATIONS BOX
	COMMUNICATIONS VAULT
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL BOX
	LIGHT
	LIGHT PULL BOX
	BACKFLOW PREVENTER
	WATER VALVE
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	POST INDICATOR VALVE
	WATER MANHOLE
	WATER BOX
	IRRIGATION CONTROL VALVE
	IRRIGATION CONTROL BOX
	SPOT ELEVATION
	ELEVATION CONTOUR
O.R.S.C. OFFICIAL RECORDS OF SACRAMENTO COUNTY	
	CONCRETE PAVING
	UNDERGROUND SANITARY SEWER (APPROXIMATE)
	UNDERGROUND STORM DRAIN (APPROXIMATE)
	UNDERGROUND WATER LINE (APPROXIMATE)



ALTA/ACSM LAND TITLE SURVEY
PARCEL 3-2, BOUNDARY LINE ADJUSTMENT
BOOK 20050929, PAGE 581, O.R.S.C.
CITY OF RANCHO CORDOVA,
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

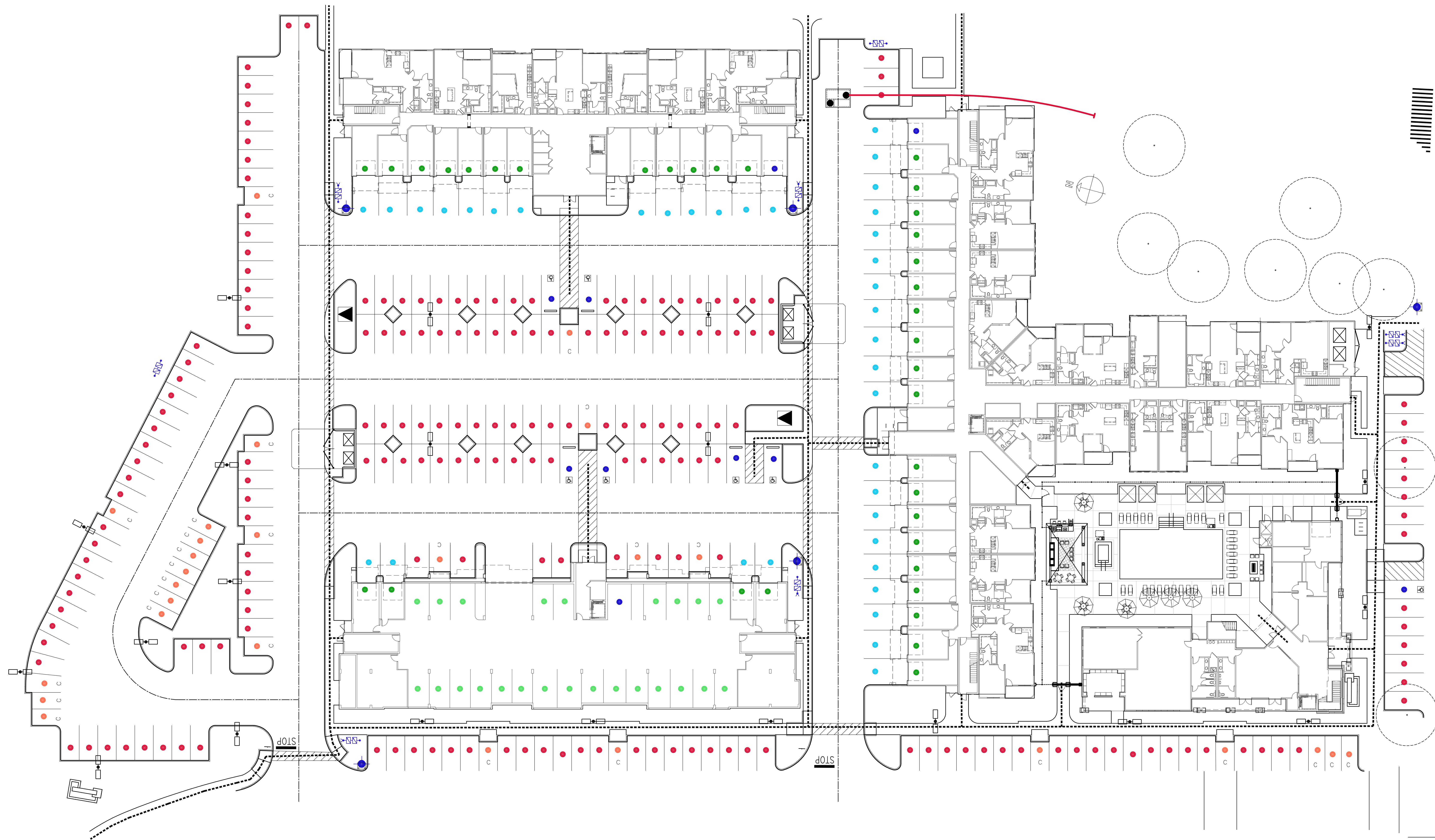
TS&D ENGINEERING, INC.
31 Natoma Street, Suite #160
Rancho Cordova, CA 95670
expect more.

AGENDA ITEM 15.2

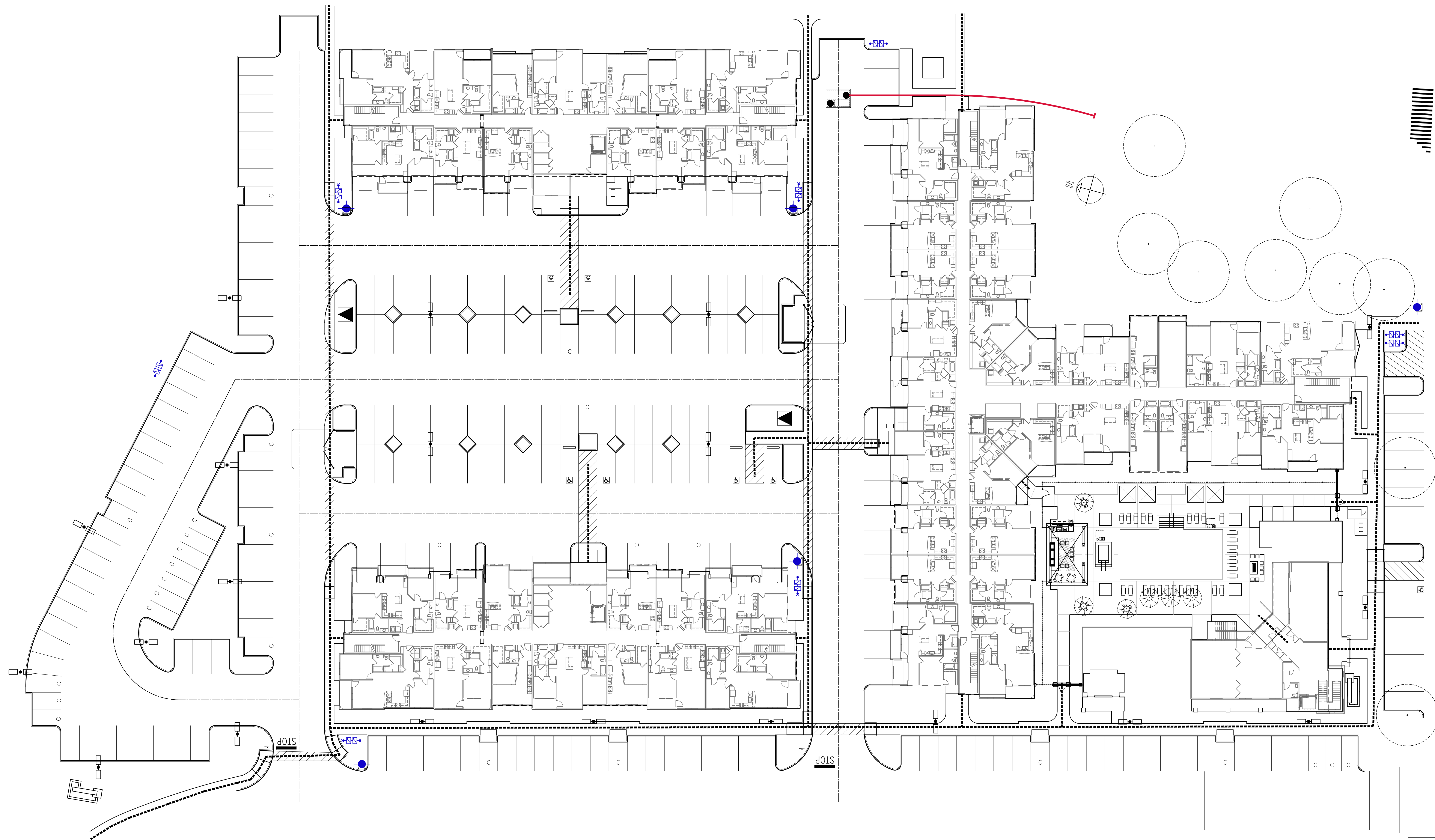
Scale: 1"=30'
Date: APRIL 2015
Revised:
P:\Projects\303-003\02 DWG\A- Survey\MASTER\303-003-003-ALTA.dwg, 04-22-15



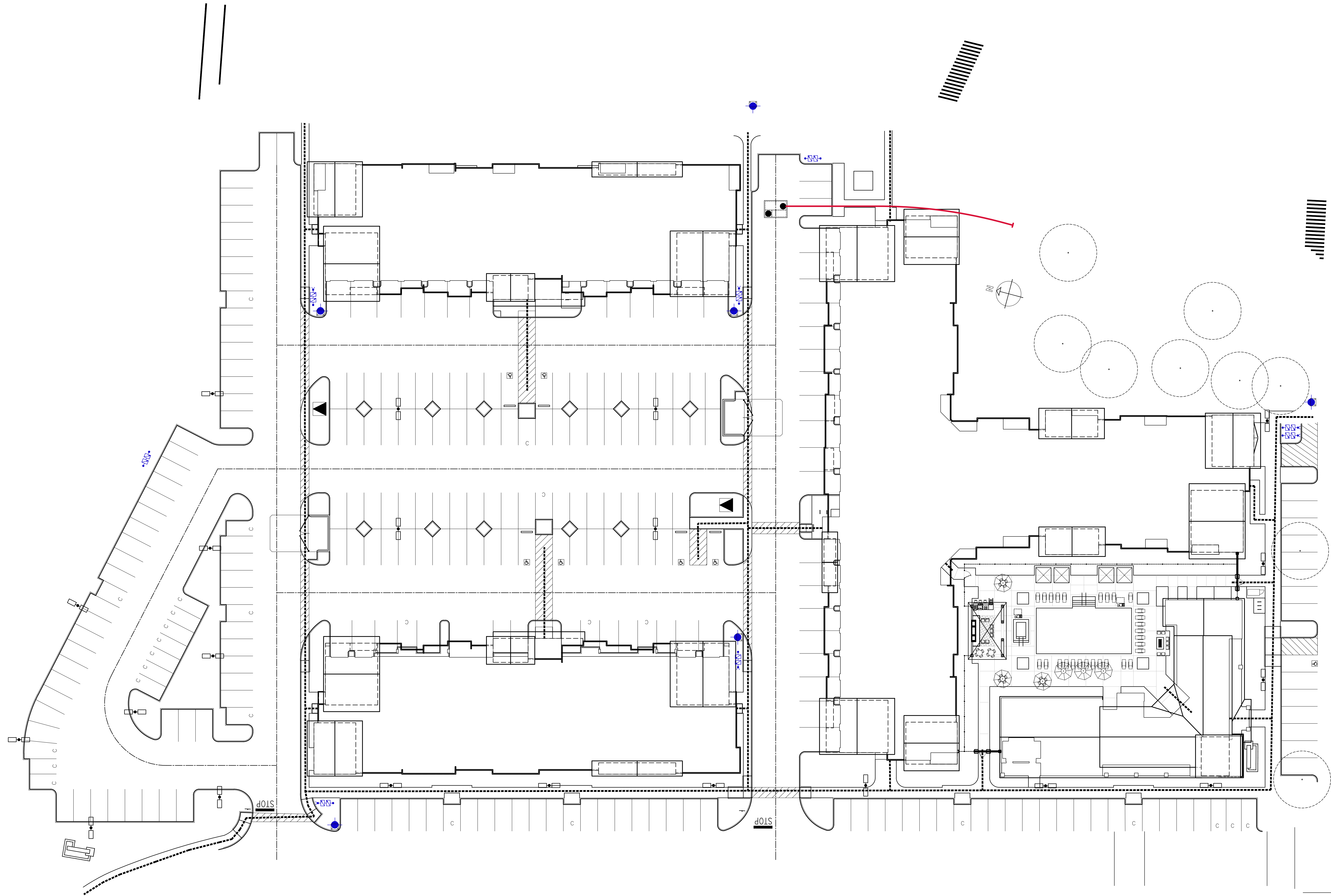




1 Overall First Floor Composite
SCALE: 1/8"=1'-0"



1 Overall Second Floor Composite
SCALE: 1/8"=1'-0"



1 Roof Composite Plan
SCALE: 1"=20'-0"



Front Elevation



Left Elevation



Right Elevation

SCALE: 1/8"=1'-0"



Rear Elevation

Bridgeway Square Apartments

Rancho Cordova, CA

I Building



Front Elevation



Left Elevation



Right Elevation



Rear Elevation

Bridgeway Square Apartments
Rancho Cordova, CA

I Podium Building



Front Elevation



Rear Elevation

AGENDA ITEM 15.2



MR150323.00

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

T Building

Bridgeway Square Apartments

Rancho Cordova, CA

November 16, 2015

© 2015 BSB Design, Inc.





Left Elevation



Right Elevation

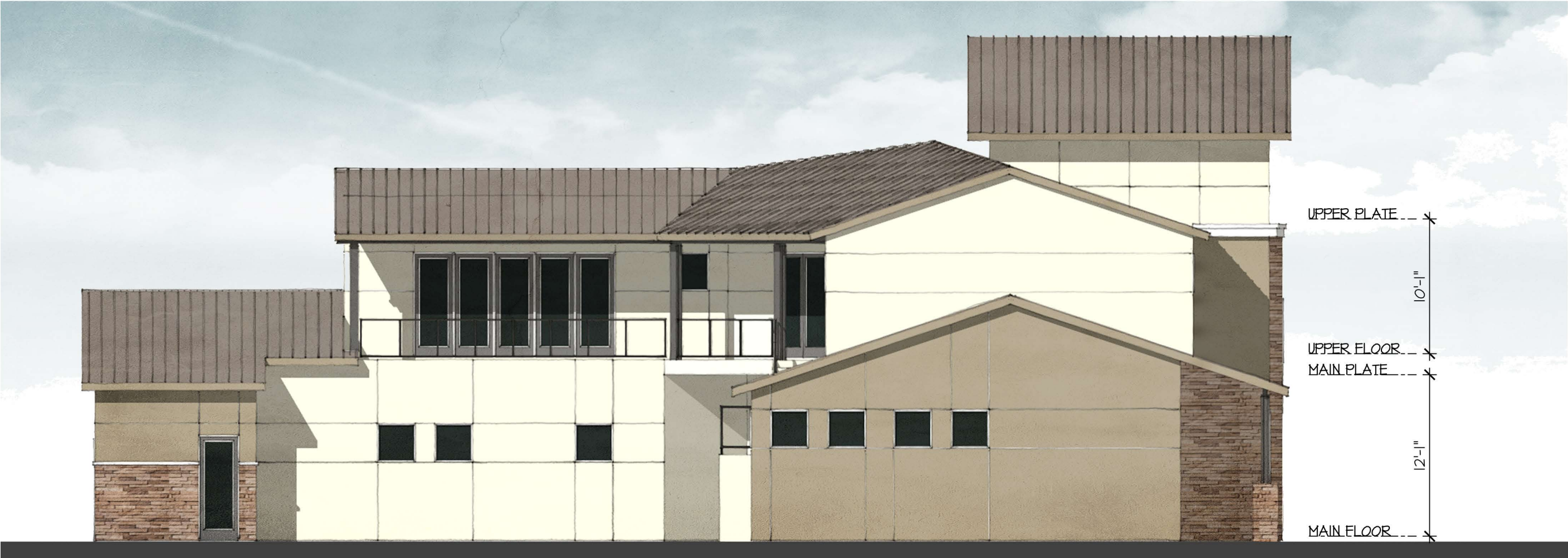


Pool Cabana



Right Elevation

SCALE: 1/8"=1'-0"



Rear Elevation

SCALE: 1/8"=1'-0"



Left Elevation

SCALE: 1/8"=1'-0"



Front Elevation

SCALE: 1/8"=1'-0"



2 **Building I - Front Enlarged Elevation**

MATERIAL LEGEND

- AWNINGS/ RAILINGS/ BRACKETS
- METAL ROOF - ZINC GRAY BY BERRIDGE OR SIM.
- STUCCO 1/ TRIM - KM5151 CHILD OF HEAVEN BY KELLY-MOORE PAINTS
- STUCCO 2/ FASCIA - KM5168 SAGE OF ADVICE BY KELLY-MOORE PAINTS
- STUCCO 3/ ACCENT - KM5154 ELF SLIPPERS BY KELLY-MOORE PAINTS
- STONE VENEER - CORONADO STRIP STONE - FAWN BY CORONADO

LEVEL 4 PLATE: 42'-0 1/4"

LEVEL 4: 31'-11 1/4"

LEVEL 3 PLATE: 30'-4 1/2"

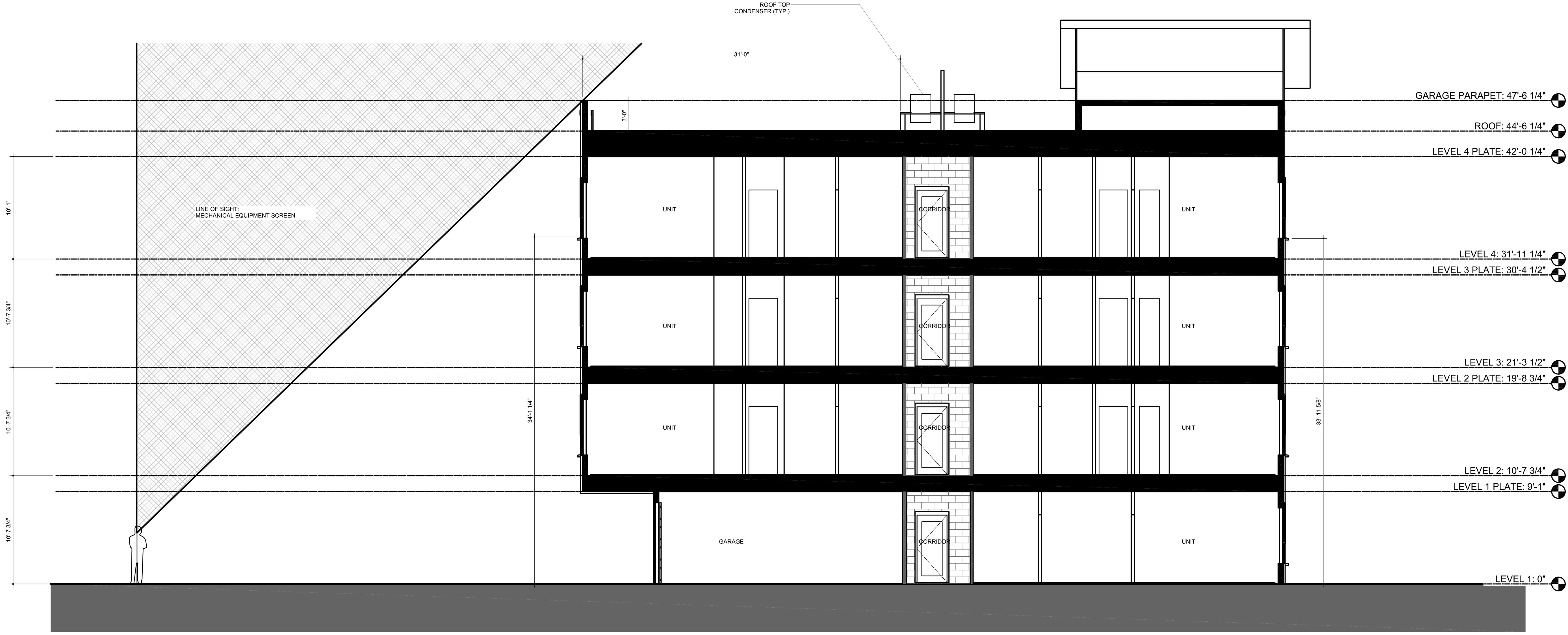
LEVEL 3: 21'-3 1/2"

LEVEL 2 PLATE: 19'-8 3/4"

LEVEL 2: 10'-7 3/4"

LEVEL 1 PLATE: 9'-1"

LEVEL 1: 0"



1 **Mechanical Screen Diagram**

AGENDA ITEM 15.2



MR150323.00

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

Bridgeway Square Apartments
Rancho Cordova, CA

November 16, 2015

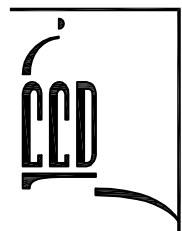
© 2015 BSB Design, Inc.





BSB
DESIGN

300 UNIVERSITY AVE SUITE 220
SACRAMENTO, CA 95825
916-941-0990
WWW.BSBDESIGN.COM



CAPITOL CITY DESIGN INC
Electrical Engineering Consultants
1751 Cebrian Street
West Sacramento CA 95691
916.375.0135
916.375.0773 fax
www.capcitydesign.com

**BRIDGEWAY
APARTMENTS**
RANCHO CORDOVA, CA

No.	Date	Issue
		Building Dept. Submittal

Project Architect BB

Project Designer TB

Date 11-17-2015

Job Number 2015-053

Drawn By JG

Checked By TB/JA

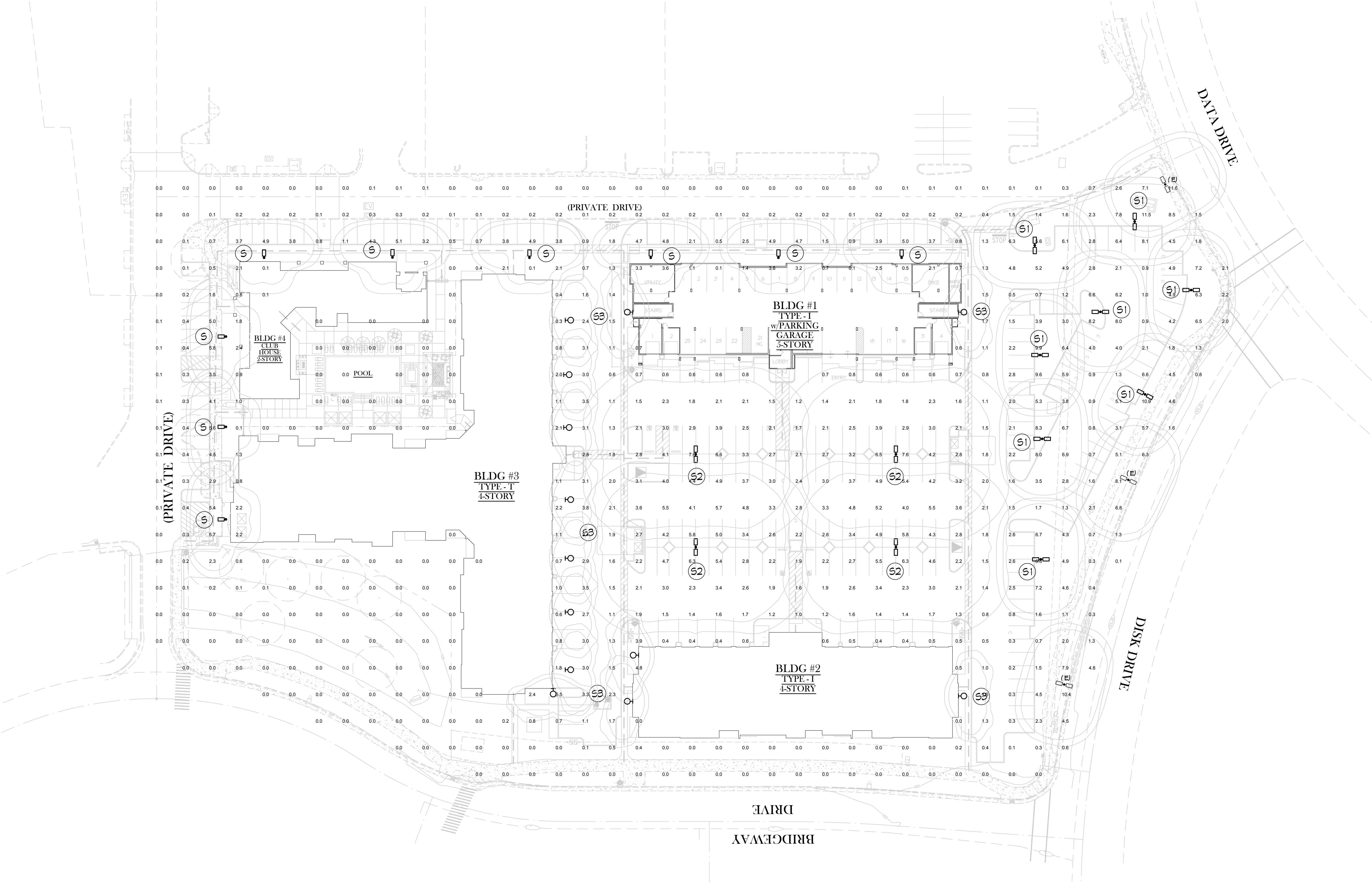
Title
SITE PLAN - PHOTOMETRIC

Sheet Number

E2.1
320

C:\sbsa\PROJ\2015-053-Rancho Cordova Apartments Photometric Drawings\15053-E2.0.dwg Time:Nov17 2015-05:15pm Login:gsaines Dimstyle:360 L1Scale:1 Images:"\BSB_Logo_black.jpg"

AGENDA ITEM 15.2



SITE PLAN - PHOTOMETRIC

SCALE: 1" = 30'-0"



BRIDGEWAY
APARTMENTS
RANCHO CORDOVA, CA

Project Architect	BB
Project Designer	TB
Date	11-17-2015
Job Number	2015-053
Drawn By	JG
Checked By	TB/JA

LIGHTING TITLE 24

Sheet Number

E3.1

CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance

CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance

CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance

CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance

CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance

PRELIMINARY LANDSCAPE PLAN EXHIBITS

BRIDGEWAY SQUARE APARTMENTS

CITY OF RANCHO CORDOVA, CA

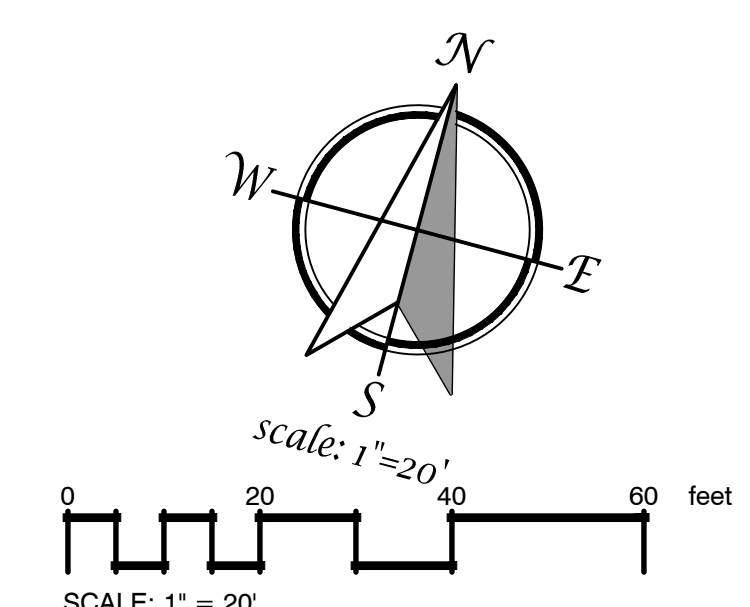
322



SEE SHEET pLA-02 FOR MORE PLANT INFORMATION.
TREE SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME
	Acer buergerianum / Trident Maple
	Acer japonicum 'Bloodgood' / Bloodgood Amur Maple
	Acer rubrum 'Bowhall Red' / Red Maple
	Acer rubrum 'October Glory' TM / October Glory Maple
	Arbutus unedo / Strawberry Tree Standard
	Chilopsis linearis / Desert Willow
	Cupressus sempervirens / Italian Cypress
	Lagerstroemia indica 'Muskogee' / Muskogee Crape Myrtle
	Pistacia chinensis 'Keith Davey' / Keith Davey Pistache
	Prunus cerasifera 'Newport' / Newport Flowering Plum
	Zelkova serrata 'Village Green' / Sawleaf Zelkova

- PLANTING AREAS. SEE PROPOSED PLANT SCHEDULE SHEET pLA-02
- RED DOT REPRESENTS TREE USED FOR PARKING AREA SHADE CALCULATIONS. SEE SHEET pLA-02.
- VIEW POINT IMAGE ILLUSTRATED ON THE FOLLOWING LANDSCAPE EXHIBITS



PRELIMINARY LANDSCAPE PLAN
November 16, 2015

Scott Robertson, Landscape Architect, LLA4271



omni means
ENGINEERING SOLUTIONS

AGENDA ITEM 15.2

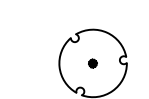
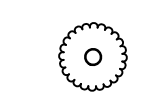
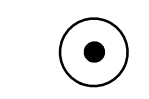
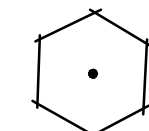
PRELIMINARY PLANT PALETTE

This plant schedule is intended to provide the basic palette of plant materials proposed for the project. This palette may contract or expand as the actual planting design is embarked upon. However, the type of plant materials reflected will remain the same. Note: Shrub and GC symbol not illustrated on Preliminary Planting Plan.

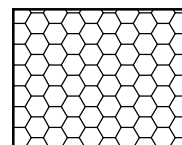
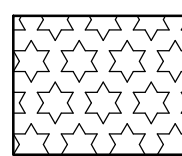
TREES	BOTANICAL NAME	COMMON NAME	CONT
	Acer glaberrimum Mid: 10' x 10' U	Trident Maple	15
	Acer glaberrimum 'Ballerina' Mid: 10' x 10' U	Ballerina Acer or Maple	2"
	Acer rubrum 'Ballerina' Mid: 10' x 10' U	Red Maple	15
	Acer rubrum 'October Glory' Mid: 10' x 10' U	October Glory Maple	2"
	Arbutus menziesii L: 10' x 10' U	Strawberry Tree	2"
	Cornus florida L: 10' x 10' U	Dogwood	2"
	Cornus florida L: 10' x 10' U	Indian Spice	15
	Lonicera xylosteum L: 10' x 10' U	Maui HONEYCREEPER	2"
	Prunella americana 'Kalm's Dwarf' L: 10' x 10' U	Kalm's Dwarf Plum	15
	Prunella americana 'Nancy's Jewel' Mid: 10' x 10' U	Nancy's Jewel Plum	15
	Quercus agrifolia 'Vermont Green' Mid: 10' x 10' U	Slender Live Oak	15
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT
	Azalea 'Aurea' 'Tangerine' Mid: 10' x 10' U	Flowering Azalea 'Aurea' or 'Tangerine'	5
	Baccharis pilularis L: 10' x 10' U	Baccharis	5
	Ceanothus 'Blueberry' L: 10' x 10' U	Dwarf Blueberry	5
	Ceanothus 'Blueberry' Mid: 10' x 10' U	Ceanothus	5
	Ceanothus 'Blueberry' L: 10' x 10' U	Blueberry	5
	Ceanothus 'Blueberry' L: 10' x 10' U	Orange Red	5
	Hamamelis virginica L: 10' x 10' U	Tawny	5
	Jasminum 'Blueberry' L: 10' x 10' U	Blueberry Jasmine	5
	Jasminum 'Blueberry' L: 10' x 10' U	Star Jasmine	5
	Jasminum 'Blueberry' L: 10' x 10' U	Star Jasmine	5
	Jasminum 'Blueberry' L: 10' x 10' U	Star Jasmine	5
	Nandina 'Blueberry' L: 10' x 10' U	Caneberry	5
	Nandina 'Blueberry' L: 10' x 10' U	Maui HONEYCREEPER	5
	Nandina 'Blueberry' L: 10' x 10' U	Maui HONEYCREEPER	5
	Nandina 'Blueberry' L: 10' x 10' U	Maui HONEYCREEPER	5
	Prunella americana 'Caneberry' L: 10' x 10' U	Caneberry	5
	Ribes cereum L: 10' x 10' U	Red Currant	5
	Sorbus domestica L: 10' x 10' U	Alder	5
	Taxus canadensis L: 10' x 10' U	Blueberry	5
	Quercus agrifolia 'Caneberry' L: 10' x 10' U	Caneberry	5
CYCADS/PALMS	BOTANICAL NAME	COMMON NAME	CONT
	Cycas revoluta Mid: 10' x 10' U	Sago Palm	5
GRASSES	BOTANICAL NAME	COMMON NAME	CONT
	Festuca arundinacea 'Eagle' L: 10' x 10' U	Eagle Grass	1
	Festuca arundinacea L: 10' x 10' U	American Grass	1
	Juncus communis Mid: 10' x 10' U	Blue Rush	1
	Lonicera xylosteum 'Blueberry' L: 10' x 10' U	Dwarf Maple	1
	Maui HONEYCREEPER L: 10' x 10' U	Dwarf Grass	5
PERENNIALS AND BOLD ACCENT PLANTS	BOTANICAL NAME	COMMON NAME	CONT
	Azalea 'Aurea' 'Tangerine' Mid: 10' x 10' U	Flowering Azalea 'Aurea' or 'Tangerine'	1
	Azalea 'Aurea' 'Tangerine' Mid: 10' x 10' U	Blueberry	5
	Azalea 'Aurea' 'Tangerine' L: 10' x 10' U	Caneberry	5
	Ceanothus 'Blueberry' L: 10' x 10' U	Blueberry	5
	Dianthus barbatus L: 10' x 10' U	Flowering Dianthus	5
	Gardenia 'Blueberry' L: 10' x 10' U	Dwarf Blueberry	1
	Hibiscus 'Blueberry' Mid: 10' x 10' U	Dwarf Hibiscus	2
	Lonicera xylosteum L: 10' x 10' U	Star Jasmine	1
	Prunella americana L: 10' x 10' U	Nancy's Jewel Plum	5
	Taxus canadensis L: 10' x 10' U	Star Jasmine	1
	Yucca filamentosa L: 10' x 10' U	Star Jasmine	5
	Quercus agrifolia 'Caneberry' L: 10' x 10' U	Blueberry	1
VINE/ESPALE	BOTANICAL NAME	COMMON NAME	CONT
	Sorbus domestica Mid: 10' x 10' U	Maui HONEYCREEPER	1
POODY GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT
	Lonicera xylosteum L: 10' x 10' U	Star Jasmine	1
	Maui HONEYCREEPER L: 10' x 10' U	Caneberry	5

PRELIMINARY LANDSCAPE PLAN EXHIBITS BRIDGEWAY SQUARE APARTMENTS CITY OF RANCHO CORDOVA, CA

323



GROUND COVERS



Maui HONEYCREEPER
Mid: 10' x 10' U

Caneberry
Mid: 10' x 10' U

1

Maui HONEYCREEPER
L: 10' x 10' U

Maui HONEYCREEPER
L: 10' x 10' U

1

Ribes cereum
Mid: 10' x 10' U

Red Currant
Mid: 10' x 10' U

2

Ribes cereum
L: 10' x 10' U

Red Currant
L: 10' x 10' U

1

Trident Maple
Mid: 10' x 10' U

Acer
Mid: 10' x 10' U

1

Trident Maple
Mid: 10' x 10' U

Star Jasmine
Mid: 10' x 10' U

1

BOTANICAL NAME

COMMON NAME

CONT

Azalea
Mid: 10' x 10' U

Star Jasmine
Mid: 10' x 10' U

1

RIVER RUN ROCK MULCH

1" SLICE RIVER RUN COBBLE ROCK

SF

GENERAL LANDSCAPE DESIGN NOTES

The design of the landscape and irrigation system is intended to meet the State of California's Model Landscape Water Efficient Landscape Ordinance. Toward this end, the project will include the following best practices:

- If proposed, lawn grass areas will utilize a low water use hybrid sod grass, and will be limited in its use. Lawn area shall be irrigated by a low volume pop-up rotary sprinkler system.
- Plant materials will be located based on their micro-climate expectations.
- Hydrozone irrigation techniques will be incorporated.
- The plant palette will utilize low (majority of plant materials) to medium water use plant materials appropriate to the climate zone region.
- Common area and perimeter area landscape irrigation will consist of a combination of water conserving low volume rotary sprays (where appropriate in lawn or large ground cover areas), traditional drip irrigation, and/or an in-line drip irrigation system.
- All electronic irrigation valves shall be connected to an automatic "SMART" irrigation control system.
- The irrigation system shall be designed to meet the most current State and local agency water conservation policies / standards.
- Trees shall be planted from a minimum 15-gallon container size. Root barriers shall be utilized where trees are planted within 10-ft. of streets or sidewalks.
- Shrub planting shall be a minimum 5-gallon size container.
- Various small perennial plants, ornamental grasses, and ground covers shall be planted from a minimum 1-gallon container. Some fast growing groundcovers may be planted from 4" pots.
- Parking areas will be screened from the street by plant materials with a minimum height of 30".
- A minimum 3-inches of wood bark mulch shall be spread in all non-lawn grass planter areas to conserve water and mitigate weeds.

PARKING AREA SHADE CALCULATION

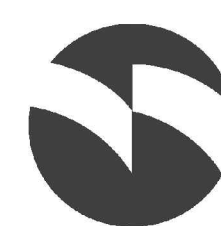
Square footage coverage for type of tree based on City of Sacramento shade tree list (note Rancho Cordova does not have a shade coverage list by tree)

Trees used for parking area shade calculations

25-30 ft. Crown Diameter					
BOTANICAL NAME	706	530	354	177	TOTAL S.F.
	100%	75%	50%	25%	
Acer Rubrum 'October Glory'	11	10	11	0	16960
Pistache Chinensis 'Keith Davey'	0	1	11	0	4424
Zelkova serrata 'Village Green'	0	1	9	0	3716
25100					
20-25 ft. Crown Diameter					
BOTANICAL NAME	491	368	246	123	TOTAL S.F.
	100%	75%	50%	25%	
Arbutus undedo	6	4	7	0	6140
Prunus cerasifera 'Newport'	0	0	1	1	369
6509					
15-20 ft. Crown Diameter					
BOTANICAL NAME	314	236	157	79	TOTAL S.F.
	100%	75%	50%	25%	
Acer buergerianum	0	0	3	0	471
Acer rubrum 'Bowhall'	0	0	7	0	1099
Lagerstromeia indica	0	0	11	0	1727
3297					
Total Tree Shade (SF)					34,906
Total Parking Area (includes backup) (SF)					87,599
Percent Shade					40%

November 16, 2015

Scott Robertson, Landscape Architect, LLA4271

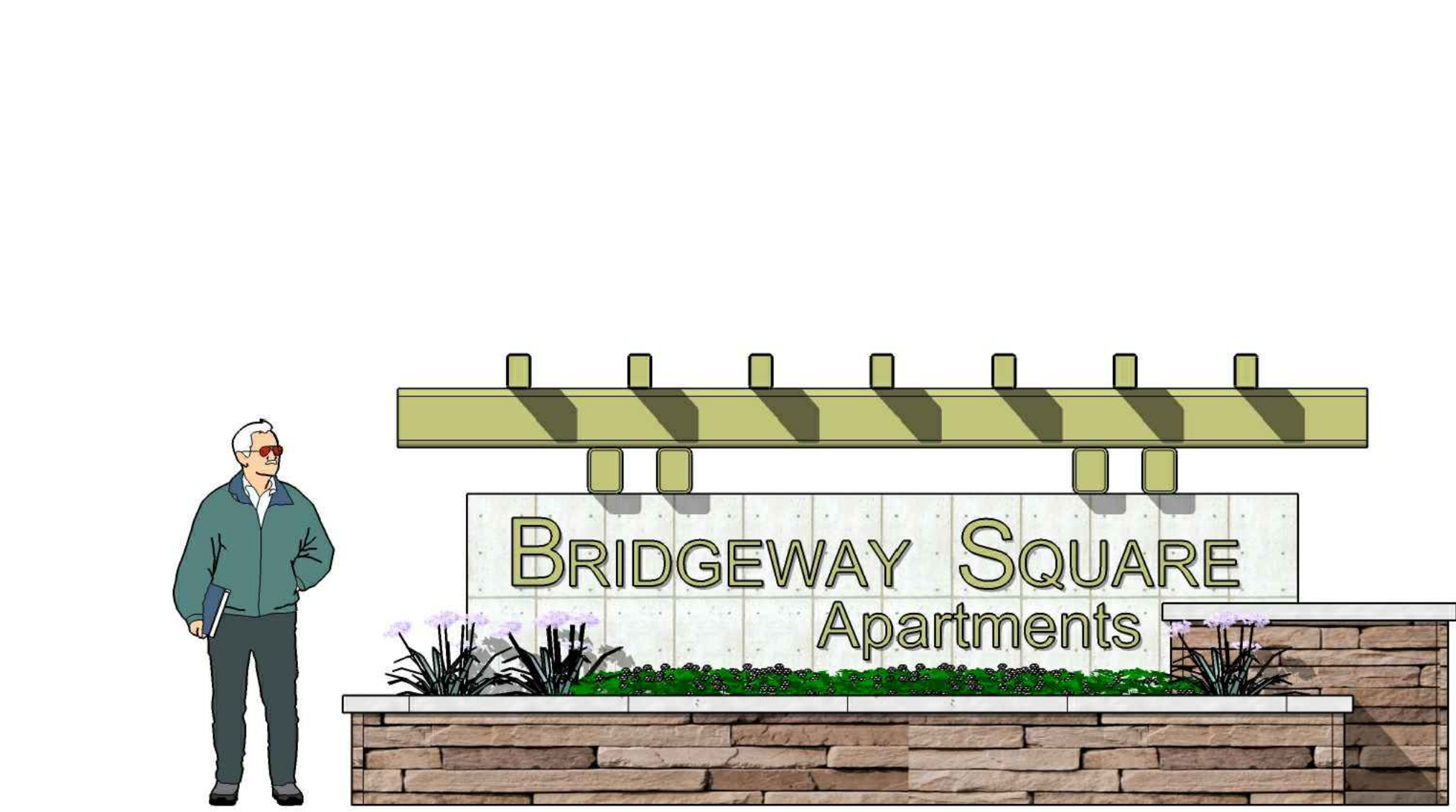


omni · means
ENGINEERING SOLUTIONS

AGENDA ITEM 15.2

PROJECT SIGN MONUMENT CONCEPT

TWO FREESTANDING SIGN MONUMENTS AT THE CLUB HOUSE, AND AT DATA DR. & PRIVATE DR., REFLECTING THE THEME MONUMENTS ESTABLISHED BY THE CAPITAL VILLAGE SIGN MONUMENT GUIDELINES. THE SIGN AT THE CLUB HOUSE WILL BE A SCALED DOWN VERSION REFLECTING A SIMILAR THEME.



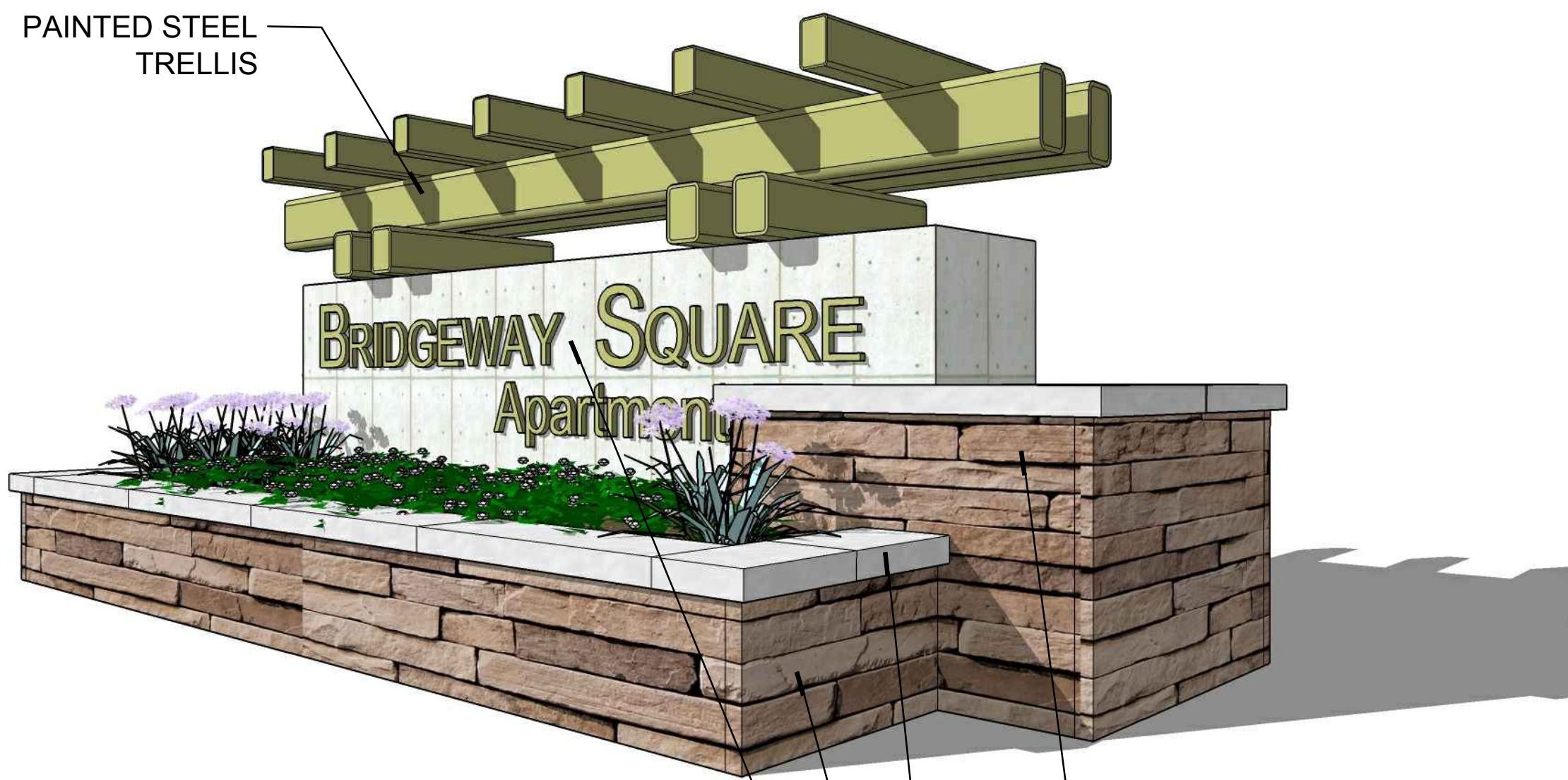
SIGN MONUMENT ELEVATION



VIEW 1 - SIGN MONUMENT AT THE CORNER OF DATA DRIVE AND PRIVATE DRIVE



SIGN MONUMENT LEFT SIDE PERSPECTIVE



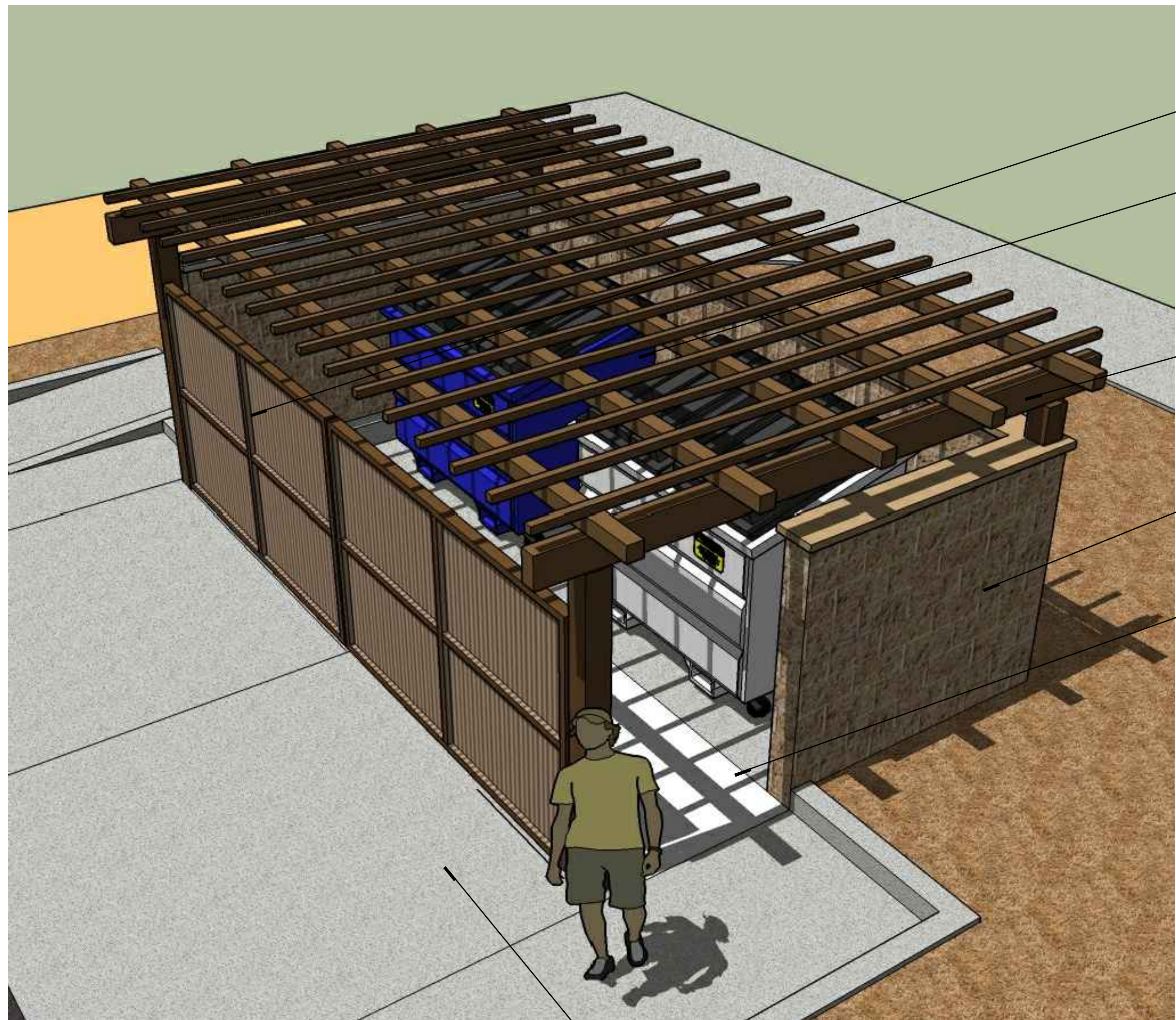
SIGN MONUMENT RIGHT SIDE PERSPECTIVE



SIGN MONUMENT AT CLUBHOUSE - ELEVATION

TRASH ENCLOSURE DESIGN ELEMENTS

- 12-FT. TALL SPLIT FACE CMU ENCLOSURE WITH TUBULAR STEEL LATTICE SHADE STRUCTURE.
- TUBULAR STEEL METAL GATE FRAME WITH CORRUGATED GATE PANELS.
- ENCLOSURE PROVIDES FOR UP TO 120-CUBIC YARD DUMPSTER BINS TO ACCOMMODATE TRASH AND RECYCLE MATERIALS.
- BOTH BINS WILL BE "ACCESSIBLE" PER CALIFORNIA TITLE 2.
- PLANT MATERIALS WILL BE PLANTED TO SOFTEN THE VISUAL IMPACT OF THE STRUCTURE.



VIEW 2 - TRASH ENCLOSURE OVERVIEW

CONCRETE TRUCK APRON

STEEL SOLID PANEL GATES

REGULAR TRASH AND RECYCLE BINS

TUBULAR STEEL LATTICE STRUCTURE

SPLIT FACE CMU - ALL CONSTRUCTION

ACCESSIBLE ENTRY TO TRASH BINS
5-FT. MINIMUM CLEARANCE INSIDE
BETWEEN BINS AND GATE

VARIOUS STRUCTURES
November 16, 2015

Scott Robertson, Landscape
Architect, LLA4271



omni means
ENGINEERING SOLUTIONS



VIE 3 - CLUB HOUSE AS SEEN FROM COMMERCIAL AREA



VIE 4 - FRONT OF CLUB HOUSE



VIE 5 - VIE 6 ACROSS DRAINAGE CHANNEL
LANDSCAPE BUFFER BETWEEN DRAINAGE AREA AND BUILDINGS
EXISTING DRAINAGE CHANNEL PLANTED WITH OAK TREES



VIE 7 - TYPICAL BUILDING 02 ENTRY TREATMENT
INTERIOR BIKE STORAGE
BIKE RACKS
BENCH



VIE 8 - TYPICAL BUILDING 02 ENTRY TREATMENT



VIE 9 - TYPICAL GARAGE PLANTER TREATMENT
DWARF ALBERTA SPRUCE



VIE 10 - POOL AREA AS SEEN FROM CLUB HOUSE



VIE 11 - POOL AREA AS SEEN FROM APARTMENT



VIE 12 - POOL AREA CABANA STRUCTURE

POOL AREA DESIGN ELEMENTS

THE POOL AREA WILL BE THE CENTRAL RECREATION AREA FOR THE PROJECT. ASSOCIATED WITH THE CLUBHOUSE, THE POOL AREA WILL PROVIDE SWIMMING, SPA, AND SUN BATHING ACTIVITIES.

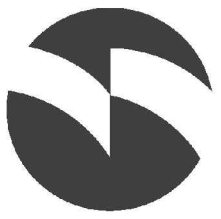
SEATING AREAS, INCLUDING LOUNGING AREAS AROUND THE POOL, A FIRE TABLE, AND FIRE PLACE / BBQ / DINING CABANA PROVIDE SOCIALIZING OPPORTUNITIES DURING THE DAY AND EVENING.

RESIDENT ACCESS TO THE POOL AREA WILL BE FROM TWO OUTSIDE GATED ENTRANCES - ONE FROM THE WEST AND ONE FROM THE SOUTH. DIRECT ACCESS TO THE POOL AREA IS ALSO PROVIDED FROM THE CLUB HOUSE AND APARTMENT BUILDING.

A VARIETY OF LUSH LOOKING SHRUBS, PERENNIALS AND GROUND COVERS WILL PROVIDE A RELAXING OASIS ENVIRONMENT. TALL NARROW TREES PROVIDE SOFTENING TO THE MASS OF THE BUILDING, WHILE SMALL FLOWERING TREES IN THE POOL AREA PROVIDE A PEDESTRIAN LEVEL TREE.

MISC. LANDSCAPE IMAGES
November 16, 2015

Scott Robertson, Landscape Architect, LLA4271



omni means
ENGINEERING SOLUTIONS

sunrise @ 6:29am

1 SPRING EQUINOX - MAR 21 - 8 AM
1" = 100'-0"

2 SPRING EQUINOX - MAR 21 - 9 AM
1" = 100'-0"

3 SPRING EQUINOX - MAR 21 - 10 AM
1" = 100'-0"

4 SPRING EQUINOX - MAR 21 - 11 AM
1" = 100'-0"

5 SPRING EQUINOX - MAR 21 - 12 PM
1" = 100'-0"

6 SPRING EQUINOX - MAR 21 - 100 PM
1" = 100'-0"

7 SPRING EQUINOX - MAR 21 - 200 PM
1" = 100'-0"

8 SPRING EQUINOX - MAR 21 - 300 PM
1" = 100'-0"

9 SPRING EQUINOX - MAR 21 - 400 PM
1" = 100'-0"

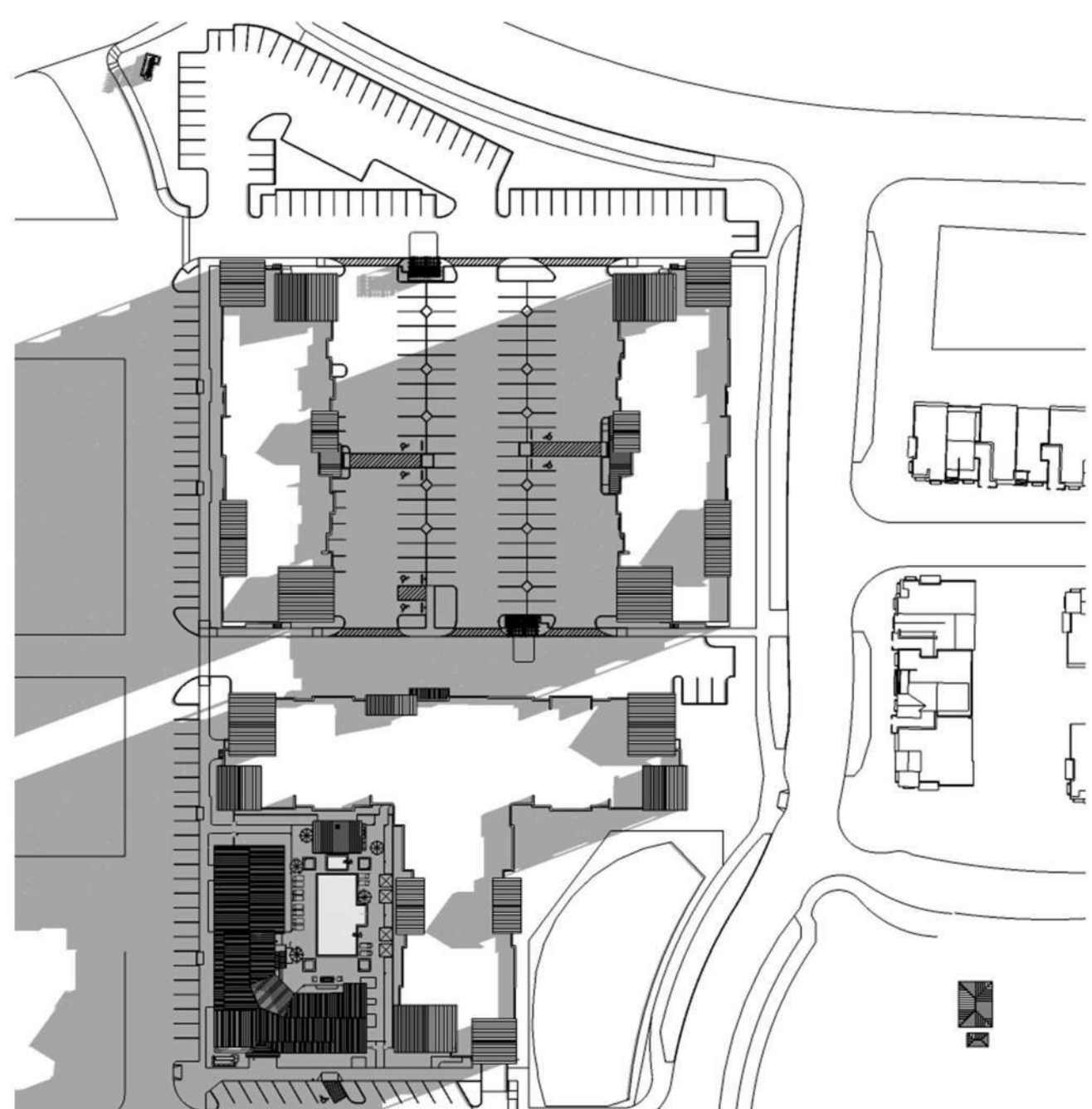
10 SPRING EQUINOX - MAR 21 - 500 PM
1" = 100'-0"

11 SPRING EQUINOX - MAR 21 - 600 PM
1" = 100'-0"

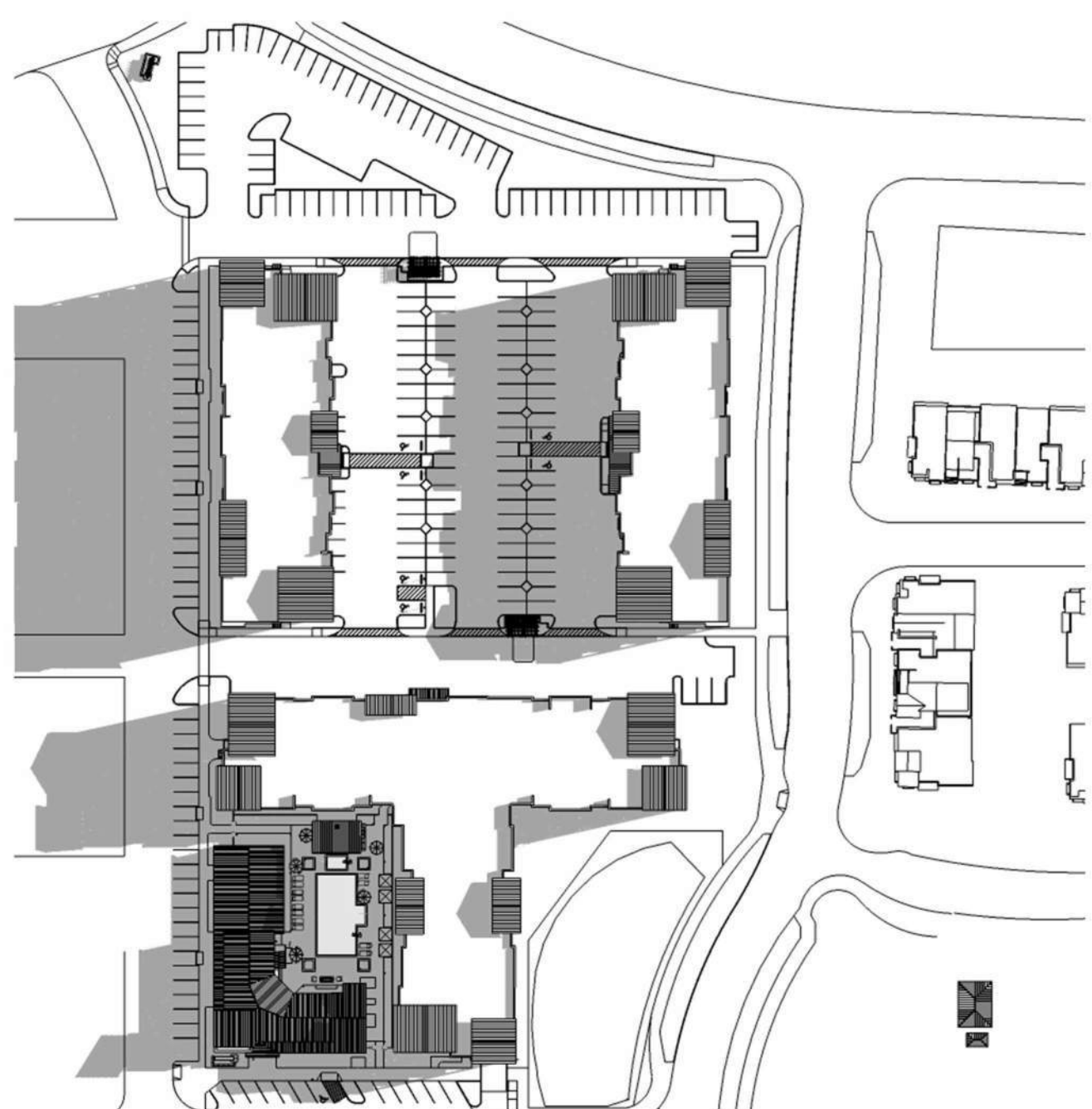
sunset @ 6:40pm

AGENDA ITEM 15.2

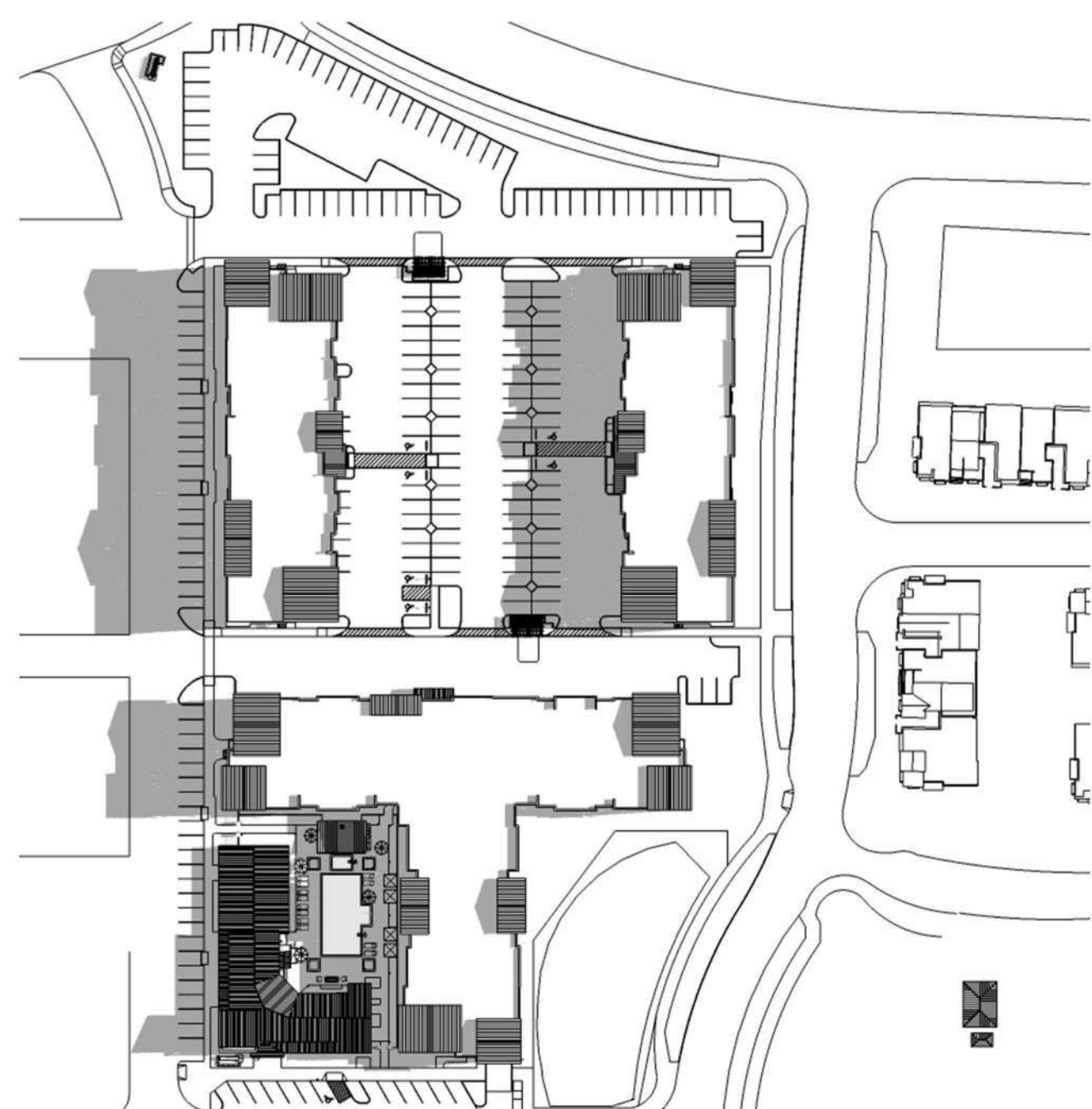
sunrise @ 5:17am



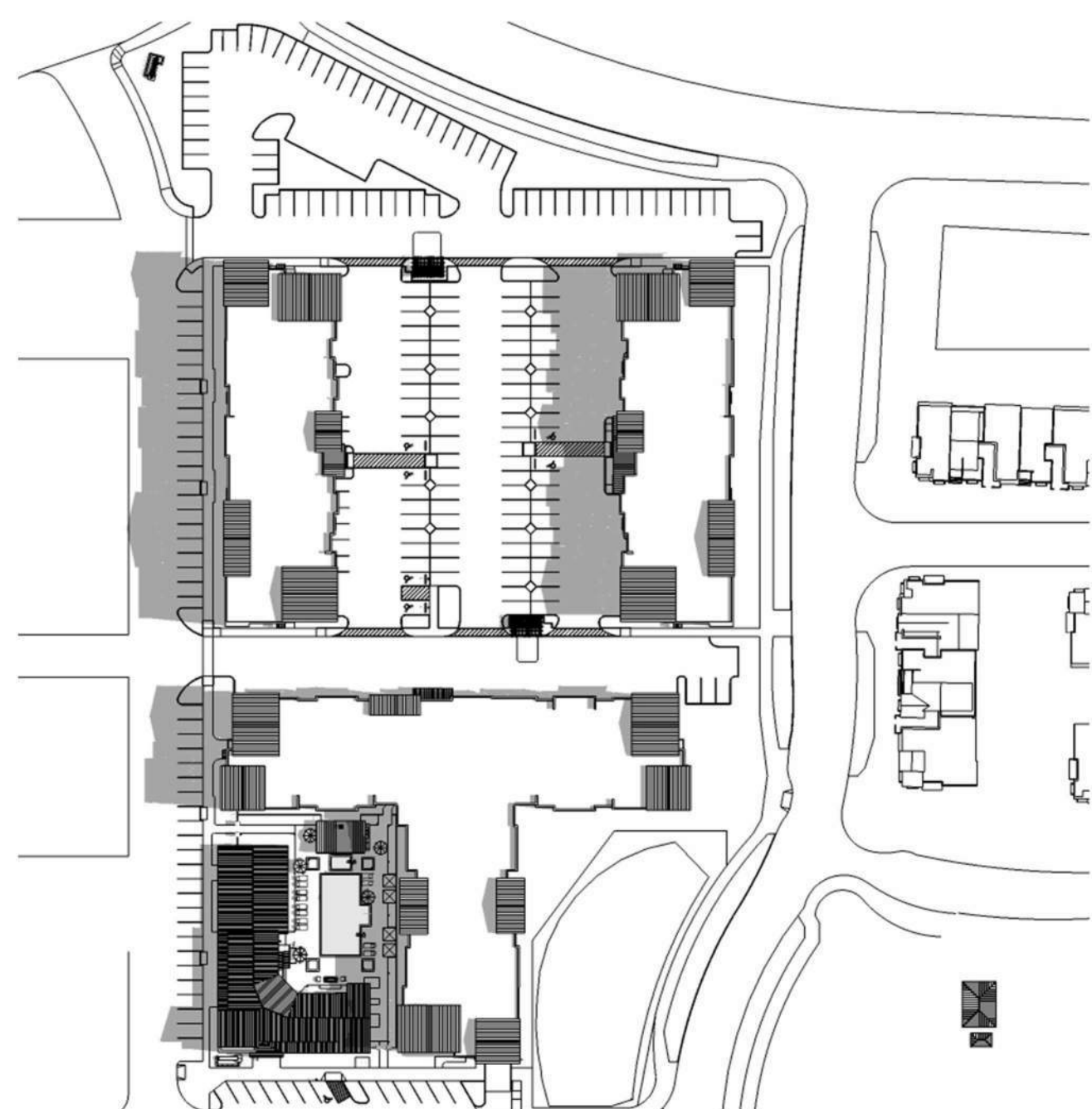
1 SUMMER SOLSTICE - JUNE 22 - 6 AM
1" = 100'-0"



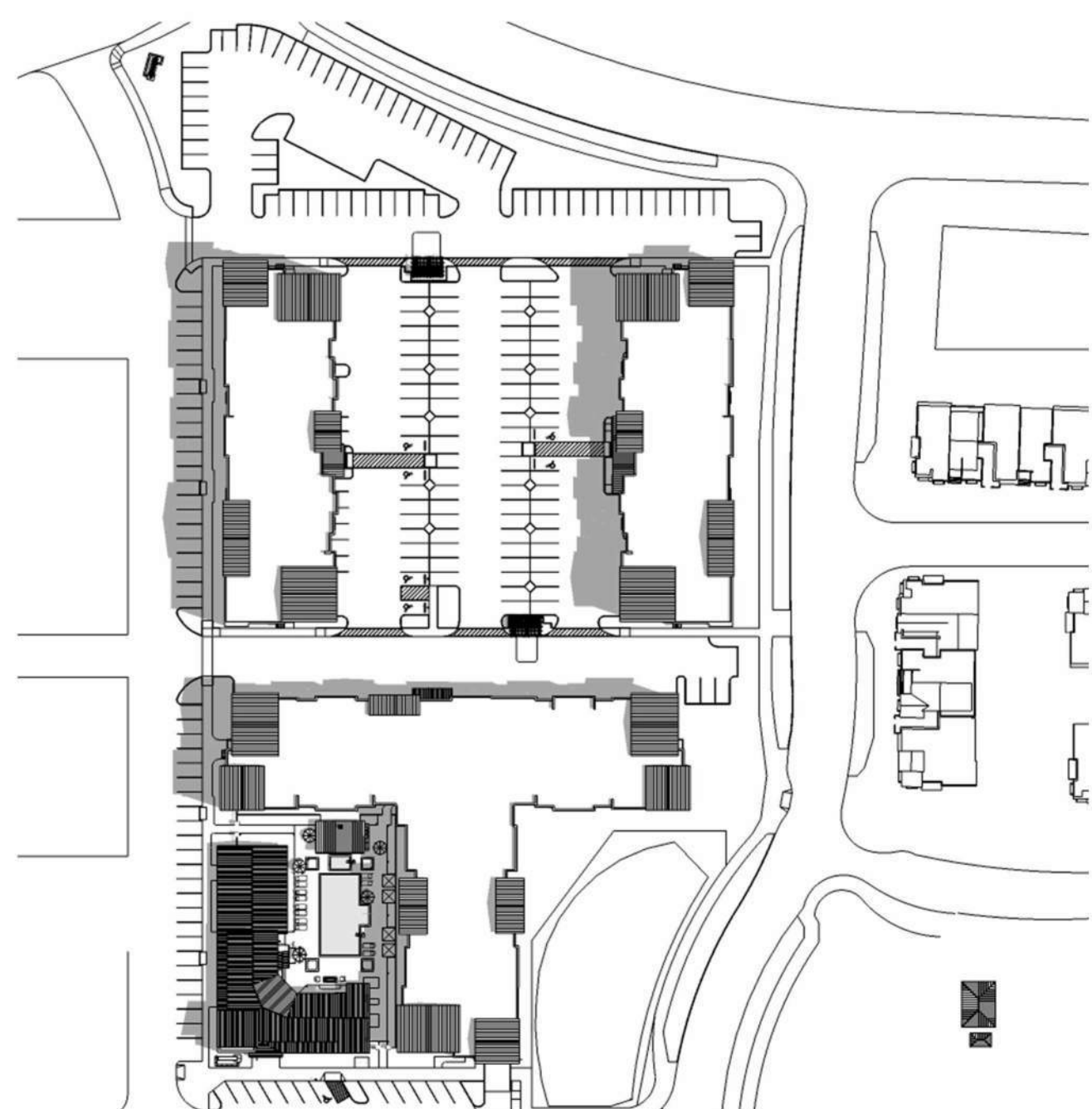
2 SUMMER SOLSTICE - JUNE 22 - 7 AM
1" = 100'-0"



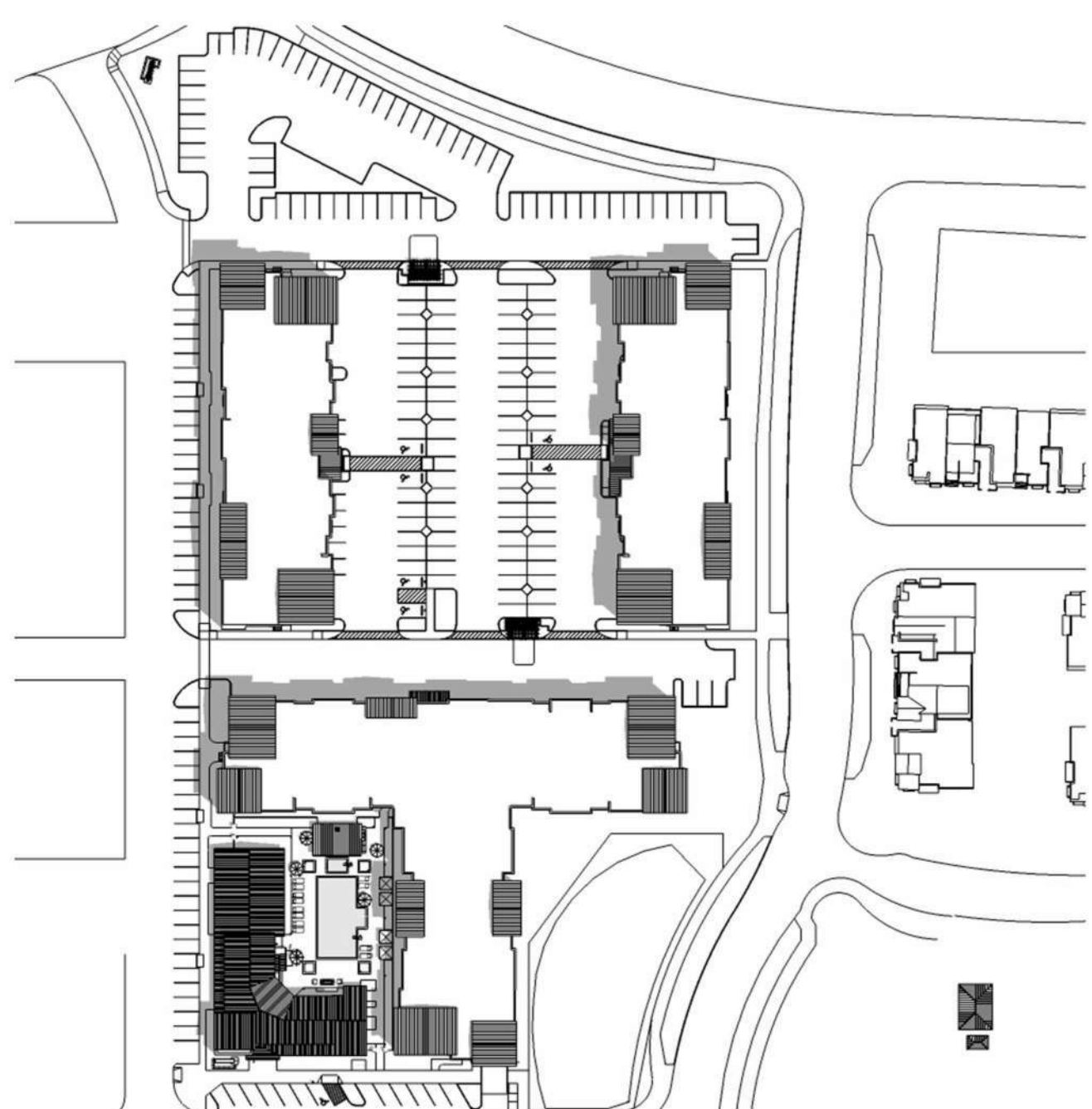
3 SUMMER SOLSTICE - JUNE 22 - 8 AM
1" = 100'-0"



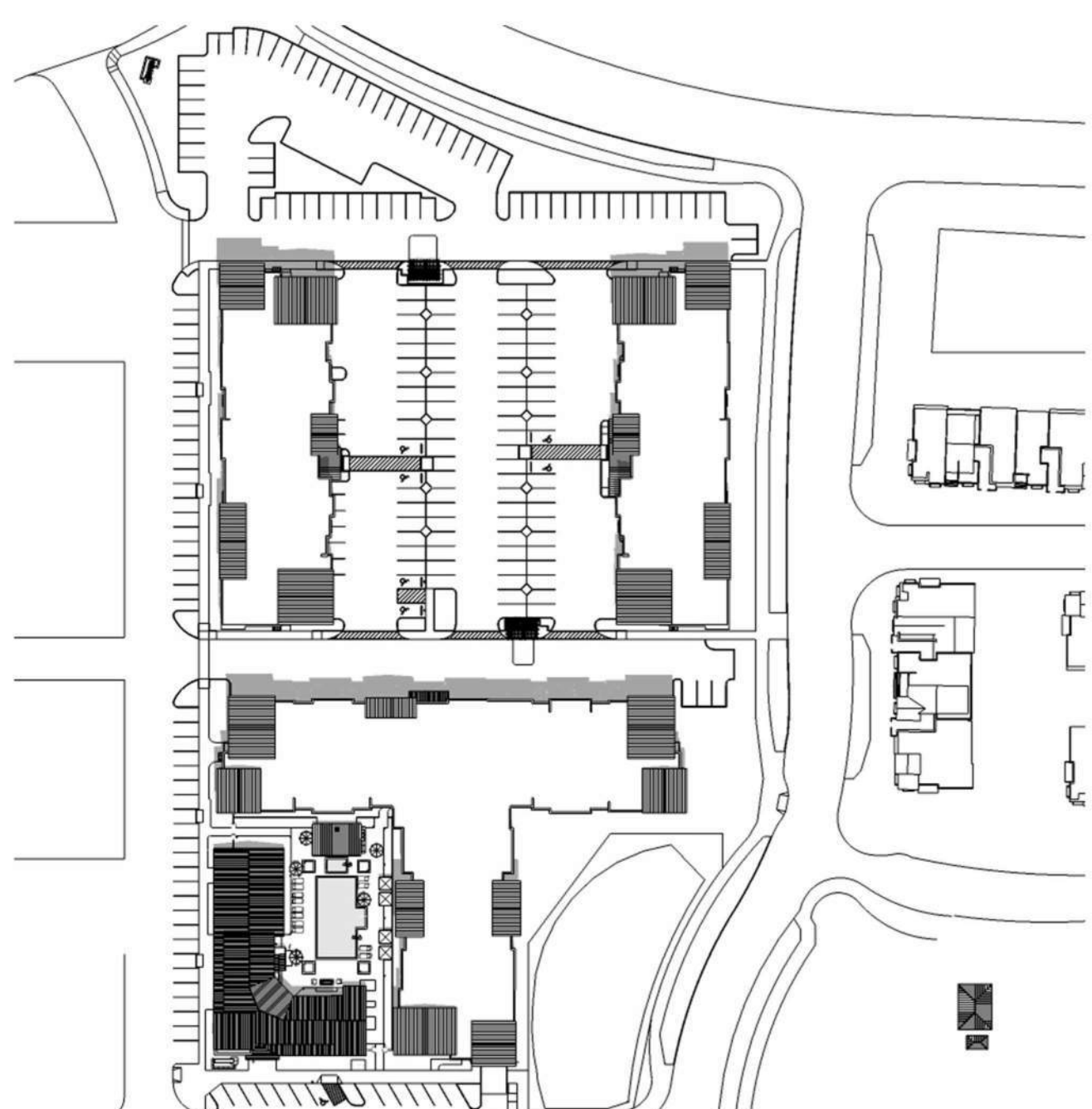
4 SUMMER SOLSTICE - JUNE 22 - 9 AM
1" = 100'-0"



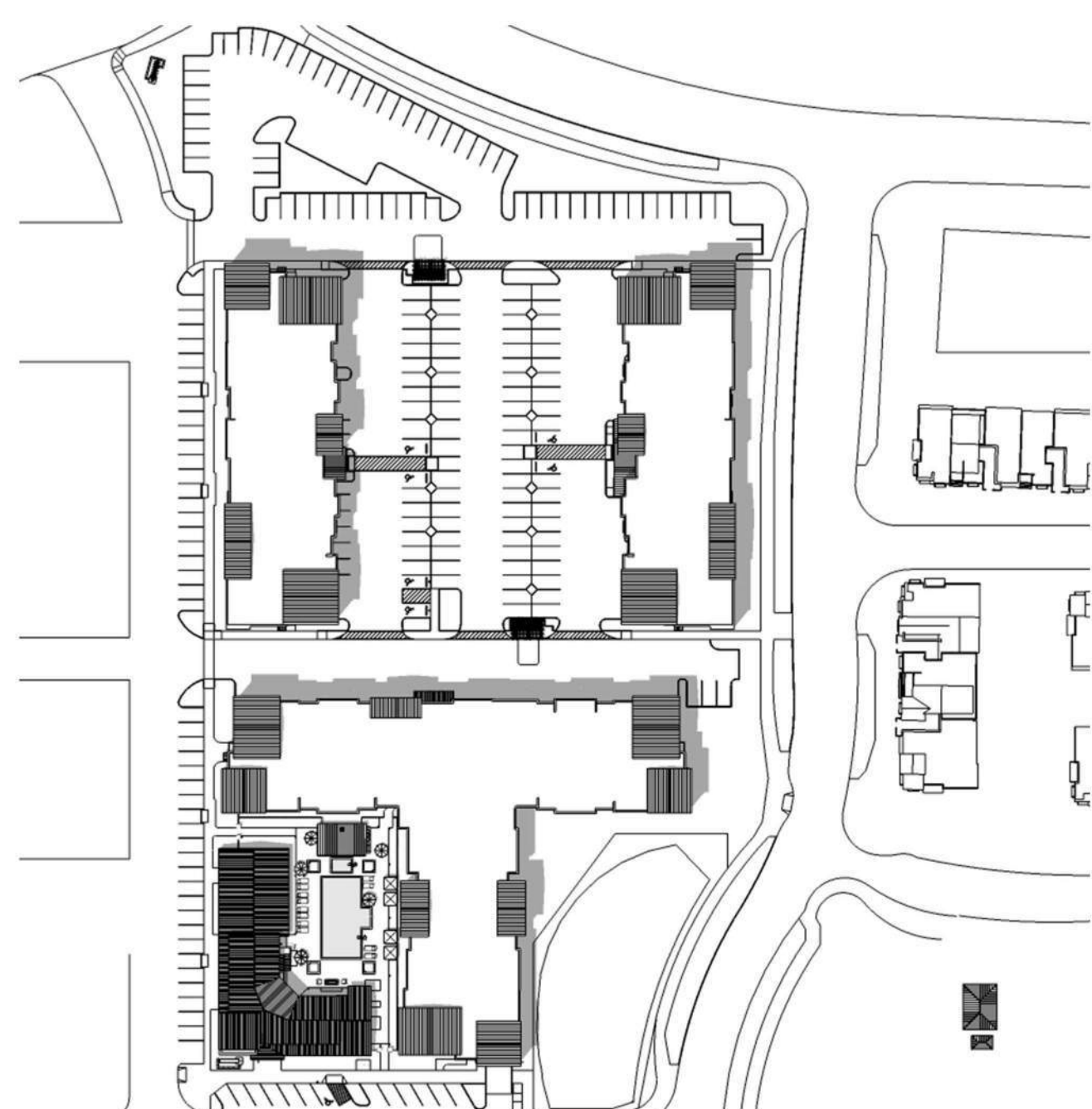
5 SUMMER SOLSTICE - JUNE 22 - 10 AM
1" = 100'-0"



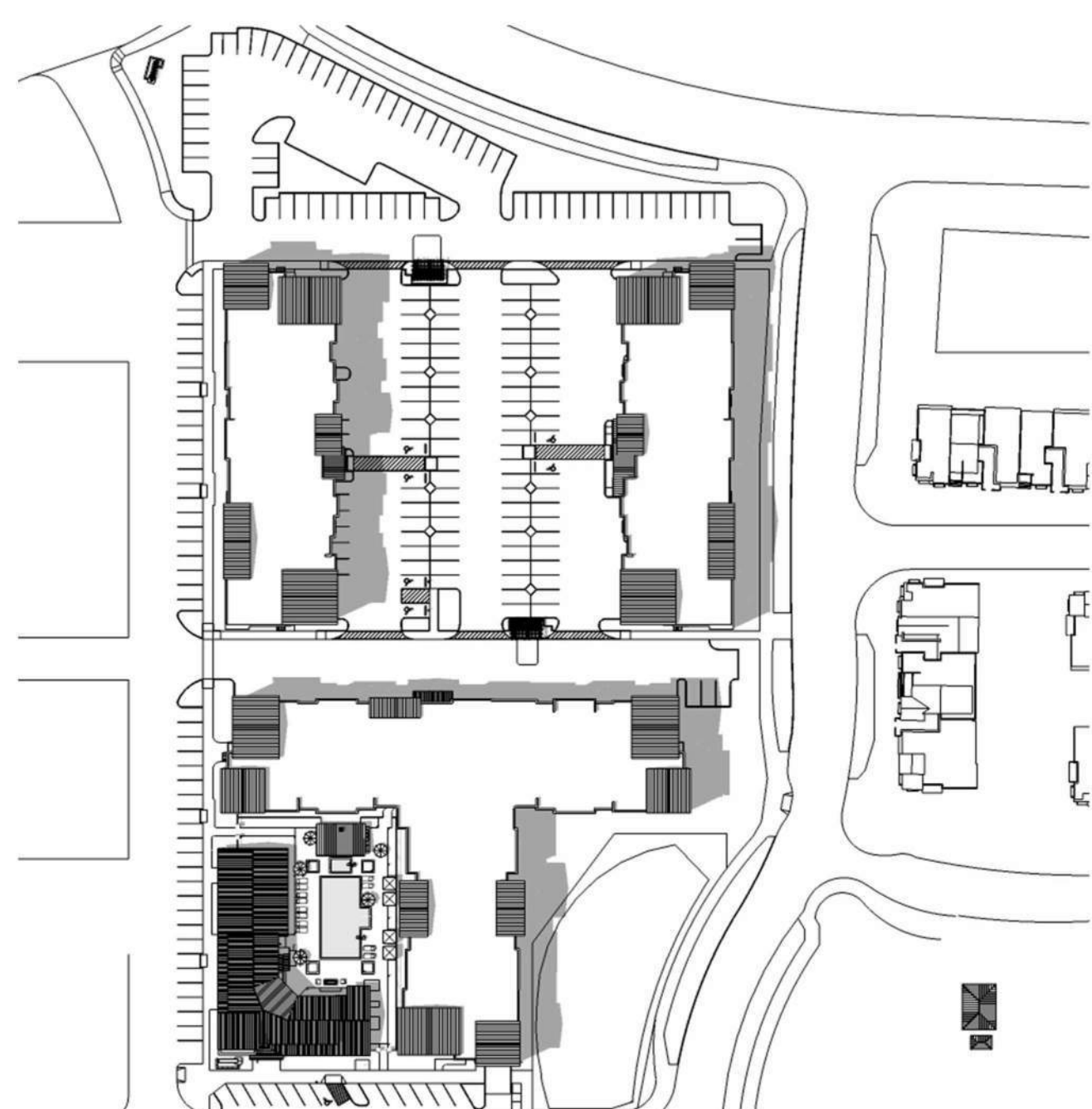
6 SUMMER SOLSTICE - JUNE 22 - 11 AM
1" = 100'-0"



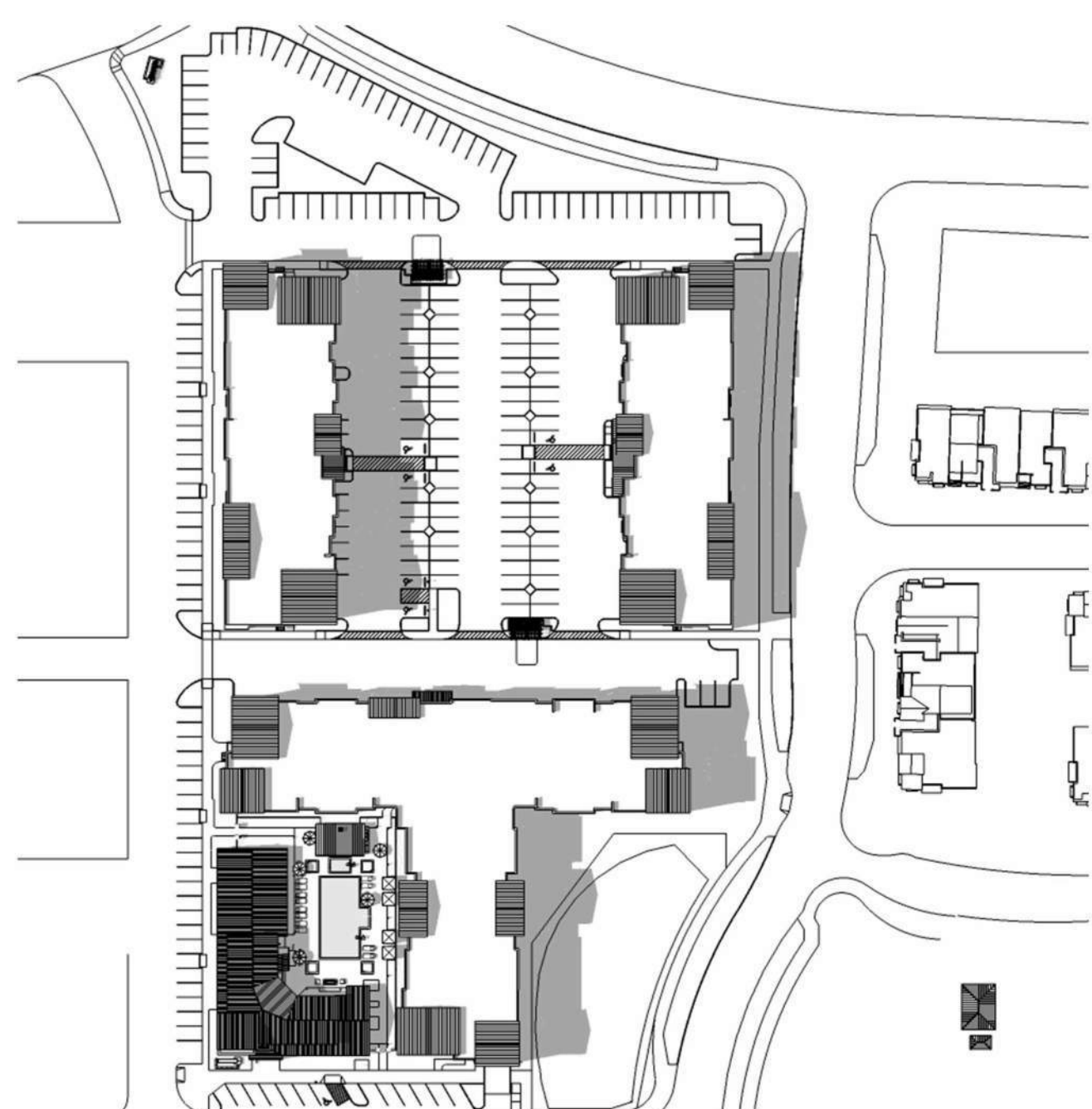
7 SUMMER SOLSTICE - JUNE 22 - 12 NOON
1" = 100'-0"



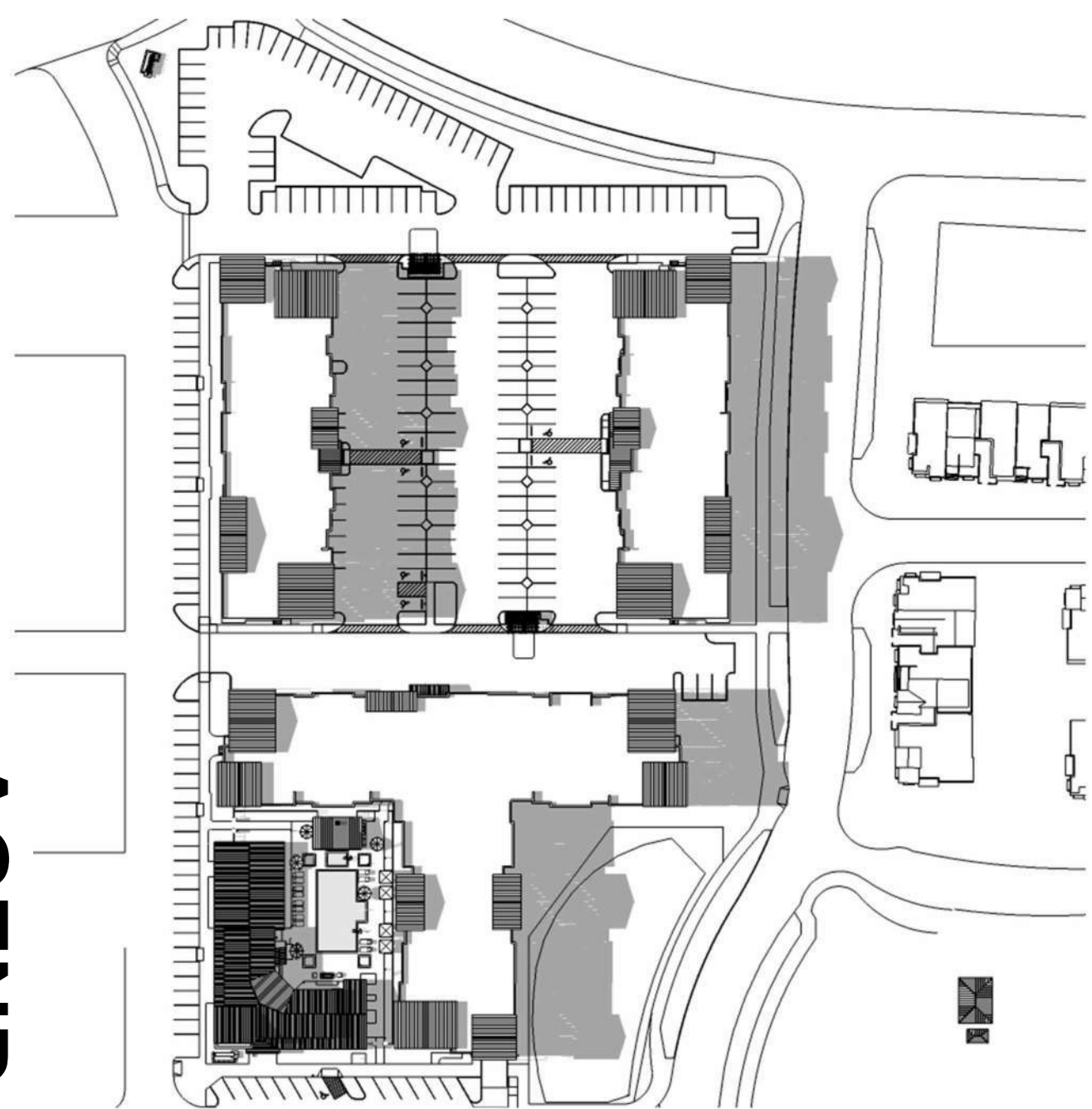
8 SUMMER SOLSTICE - JUNE 22 - 1:00 PM
1" = 100'-0"



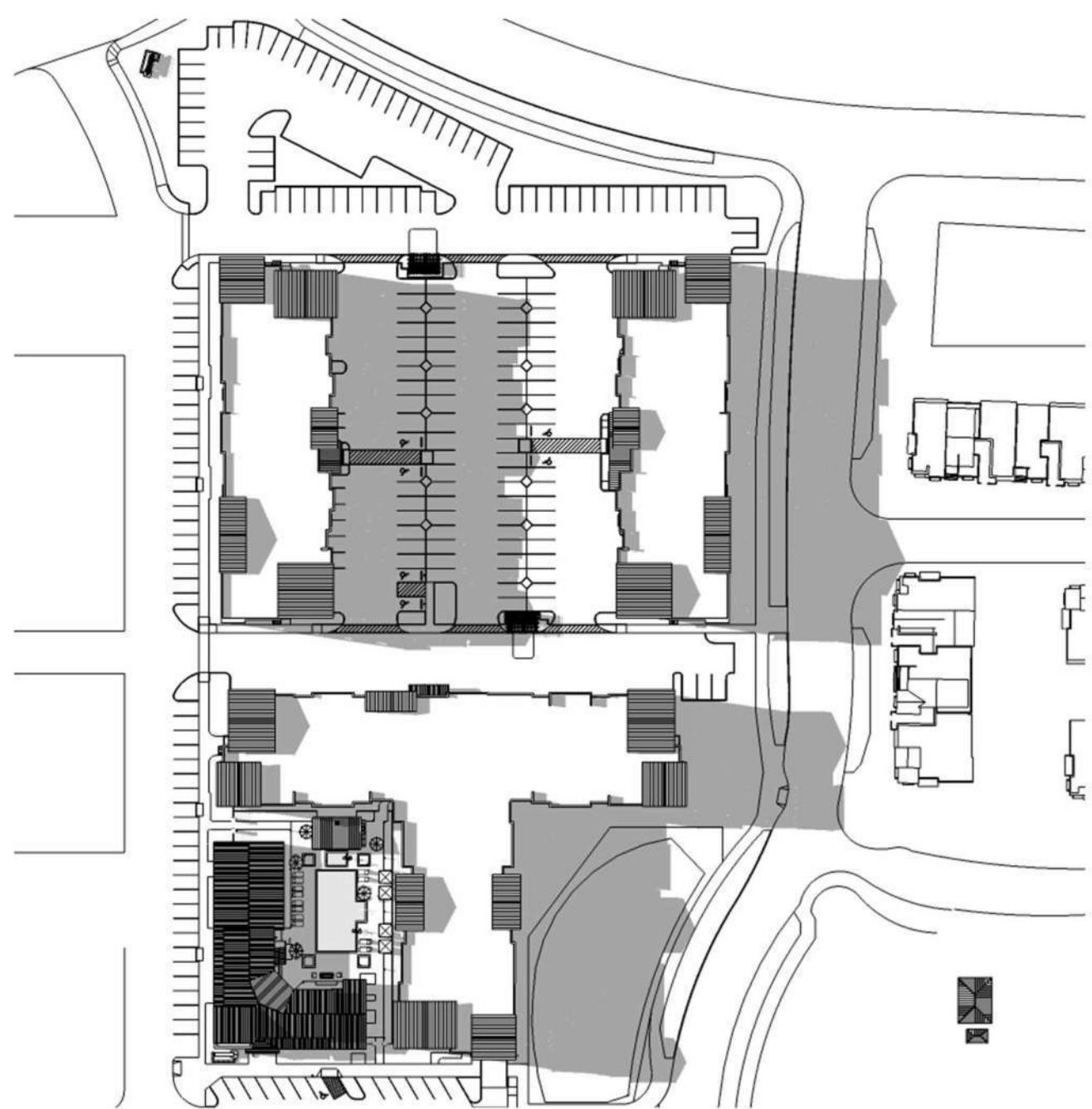
9 SUMMER SOLSTICE - JUNE 22 - 2:00 PM
1" = 100'-0"



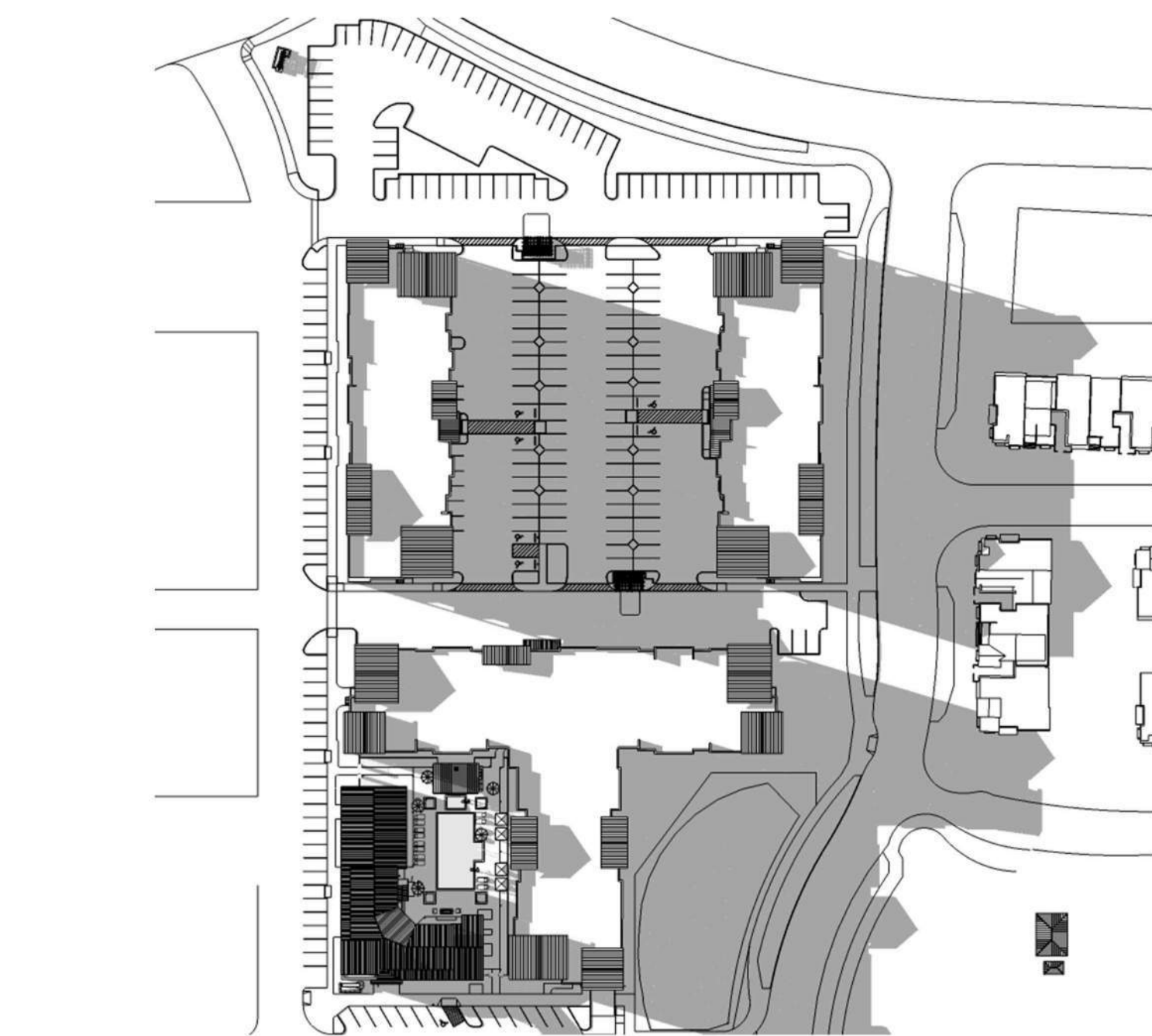
10 SUMMER SOLSTICE - JUNE 22 - 3:00 PM
1" = 100'-0"



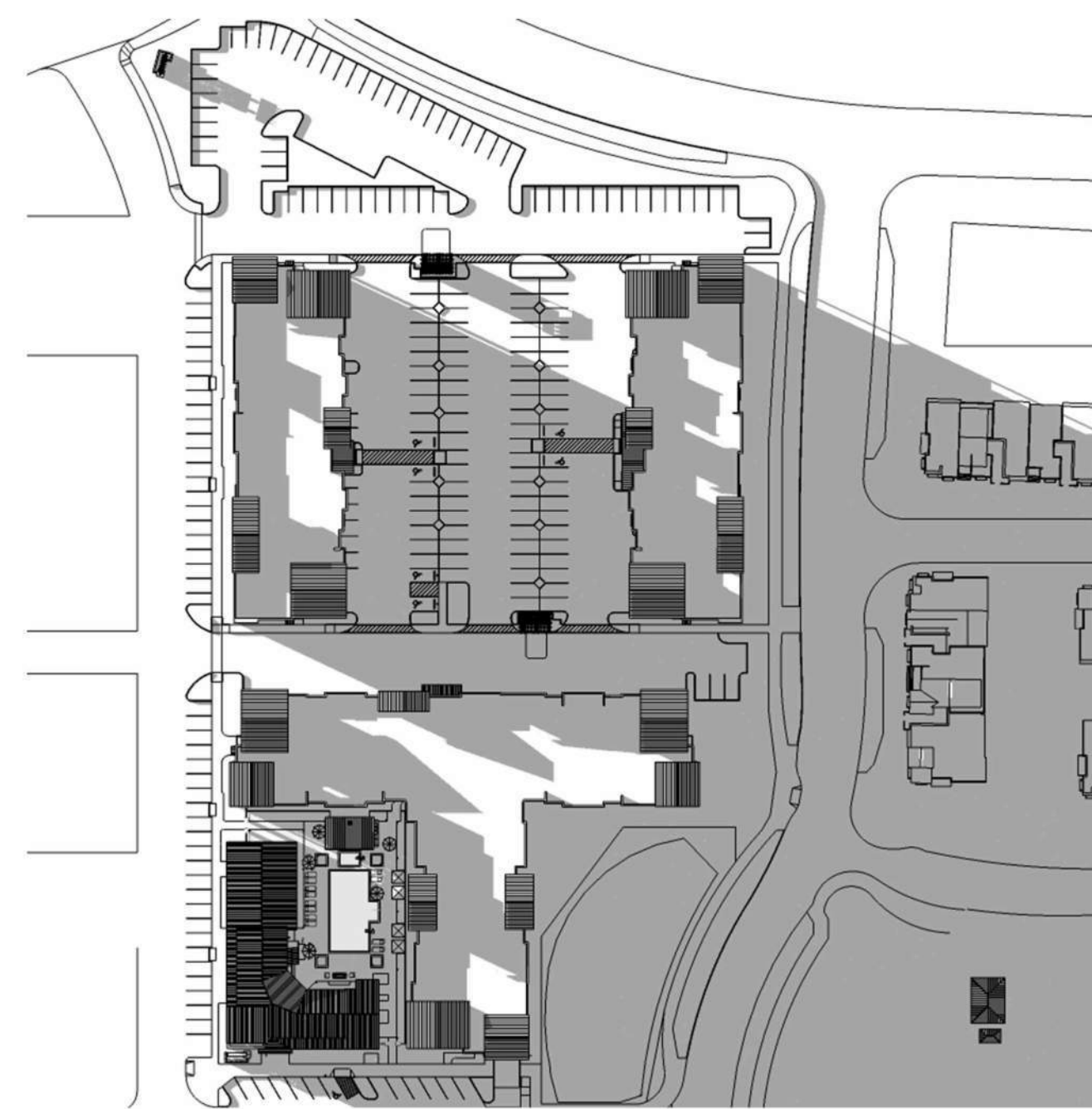
11 SUMMER SOLSTICE - JUNE 22 - 4:00 PM
1" = 100'-0"



12 SUMMER SOLSTICE - JUNE 22 - 5:00 PM
1" = 100'-0"



13 SUMMER SOLSTICE - JUNE 22 - 6:00 PM
1" = 100'-0"



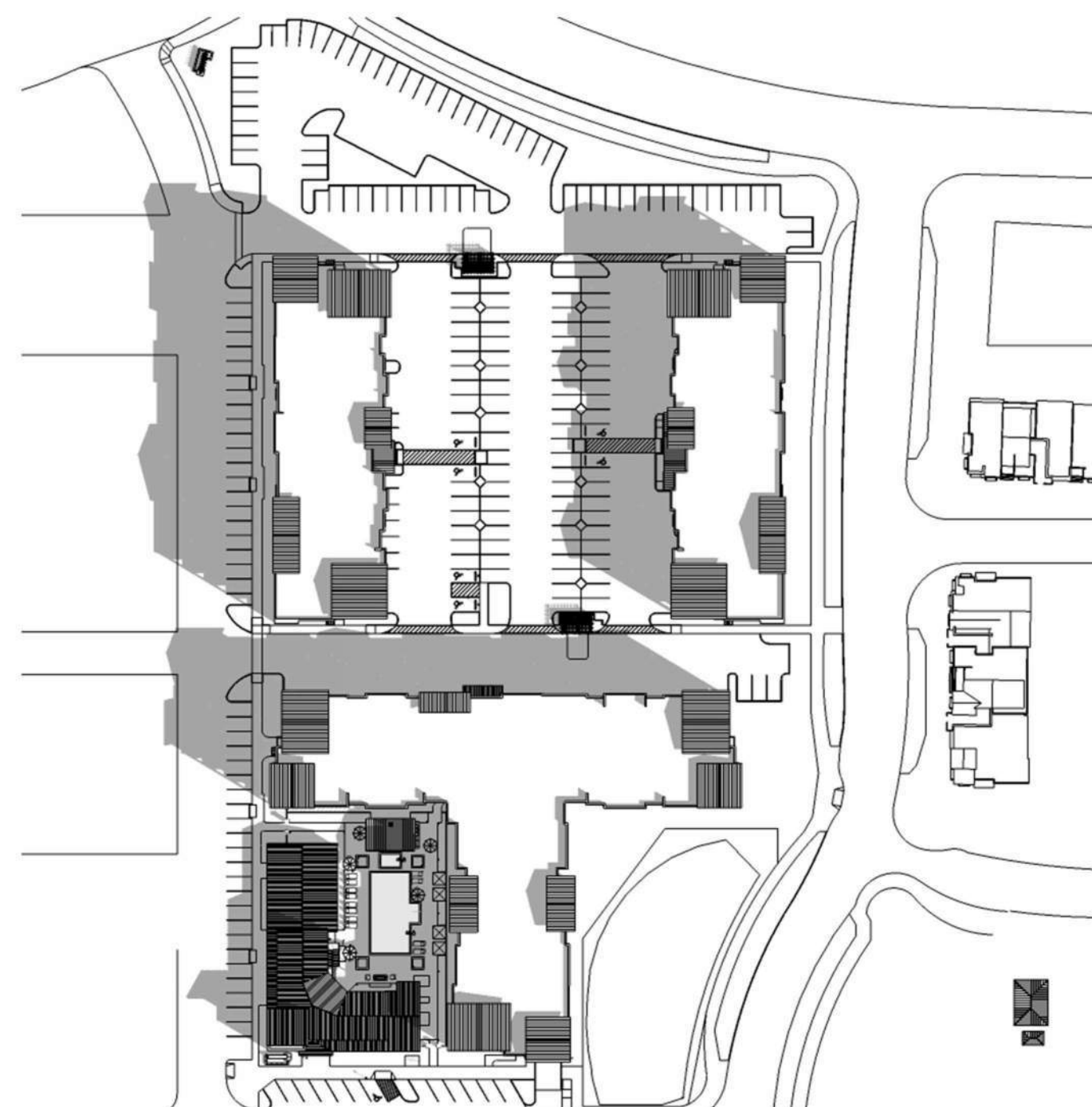
sunset @ 7:41pm

14 SUMMER SOLSTICE - JUNE 22 - 7:00 PM
1" = 100'-0"

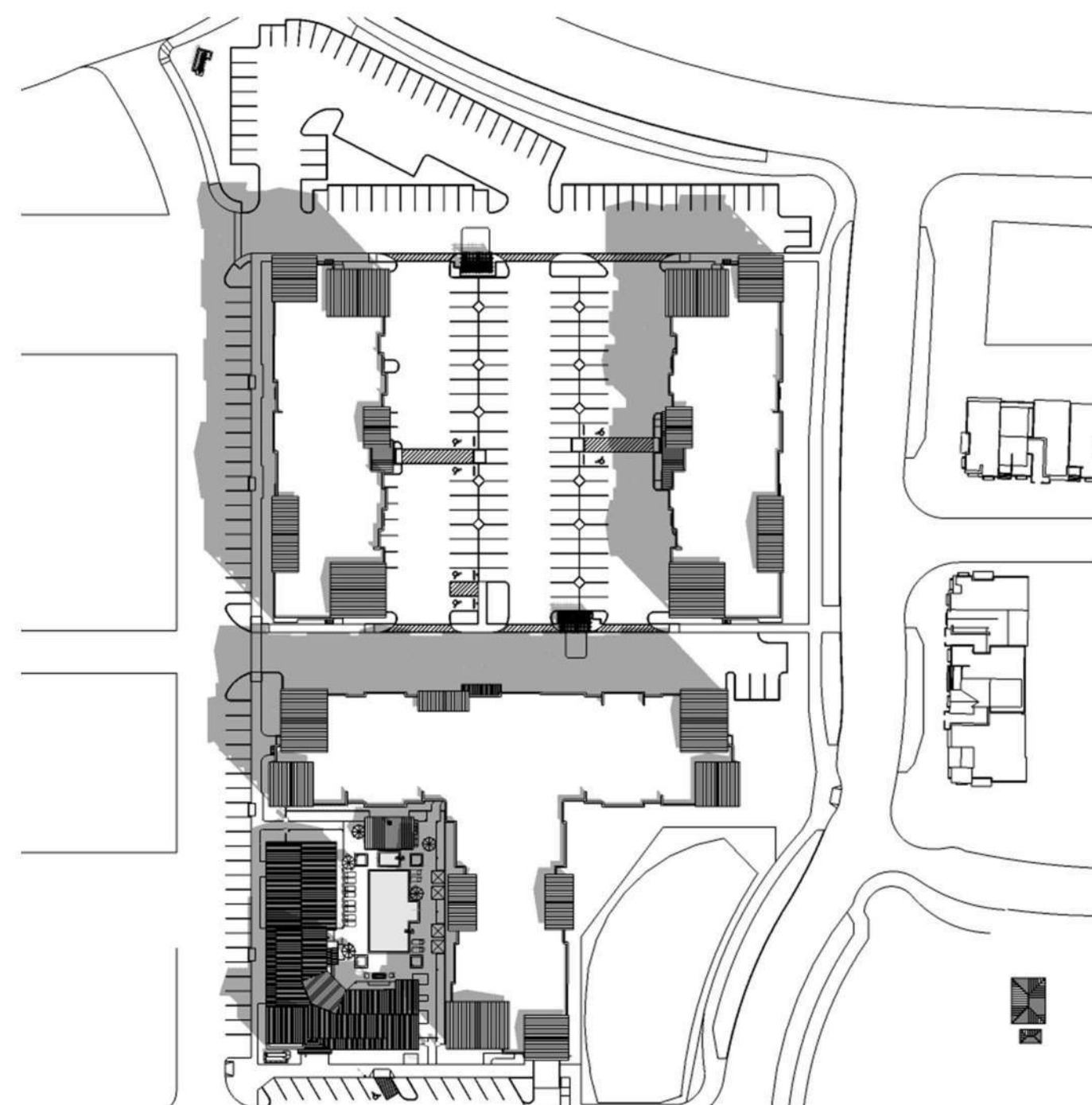
AGENDA ITEM 15.2



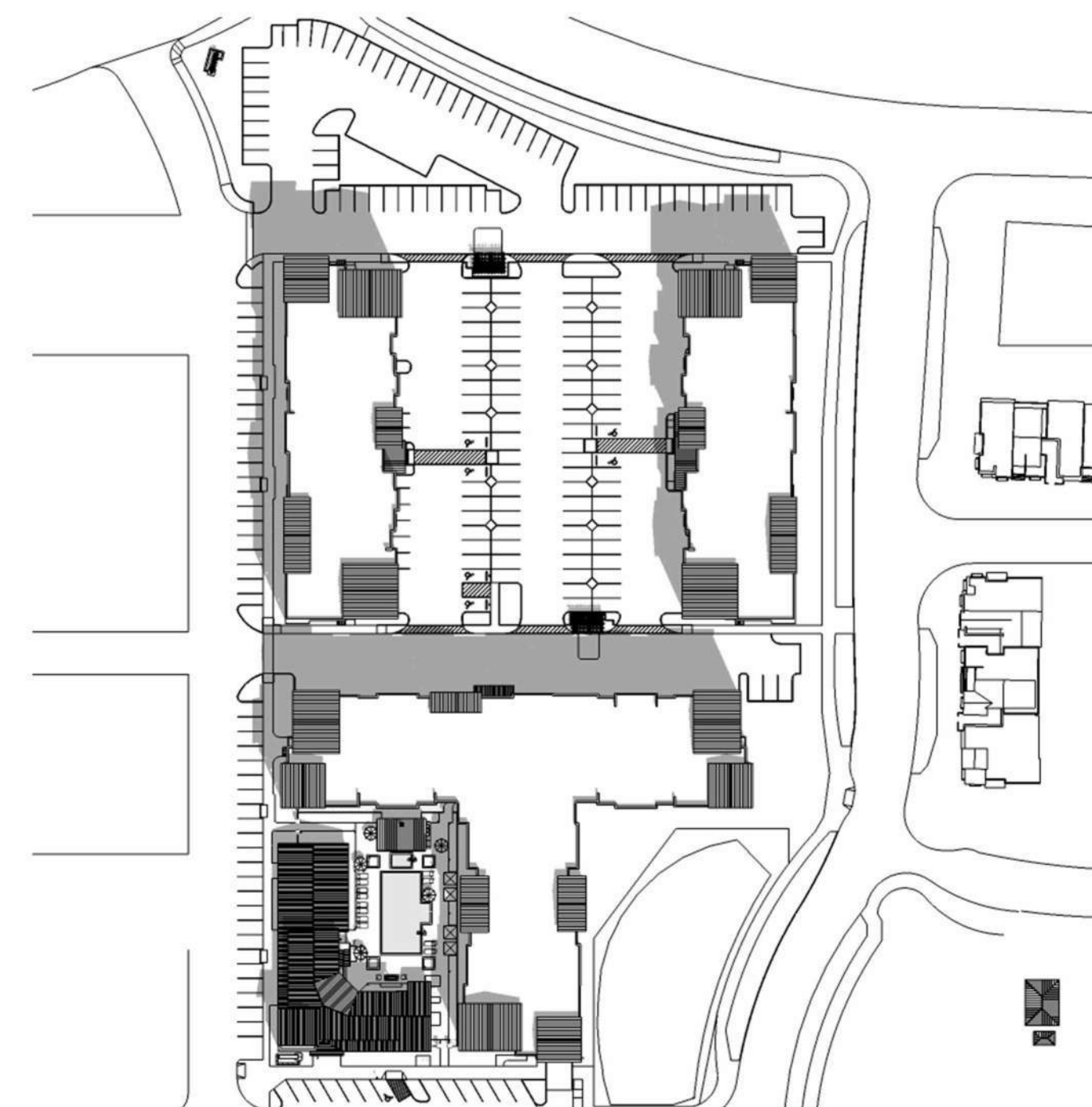
1 FALL EQUINOX - SEP 21 - 8 AM
1" = 100'-0"



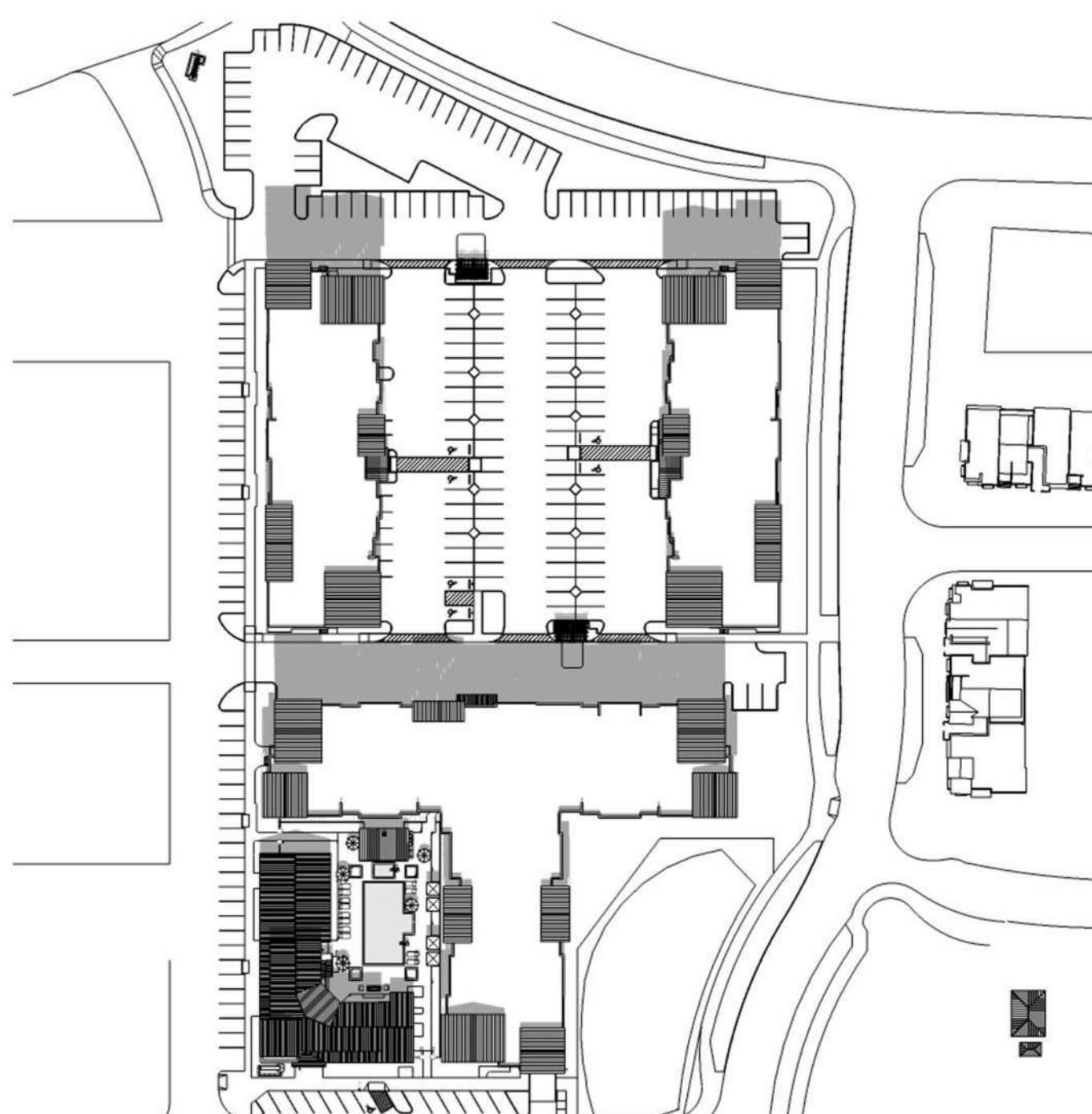
2 FALL EQUINOX - SEP 21 - 9 AM
1" = 100'-0"



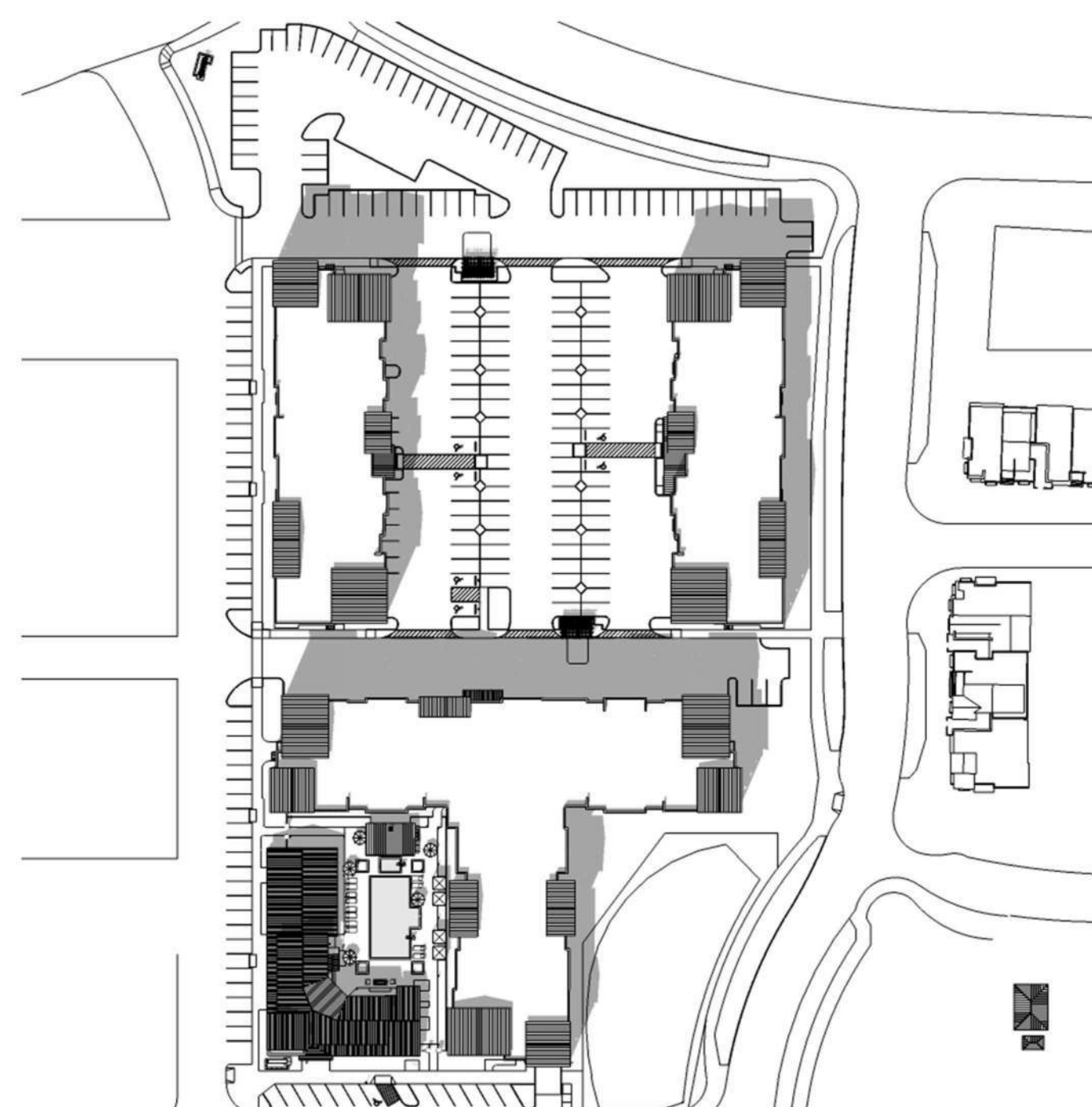
3 FALL EQUINOX - SEP 21 - 10 AM
1" = 100'-0"



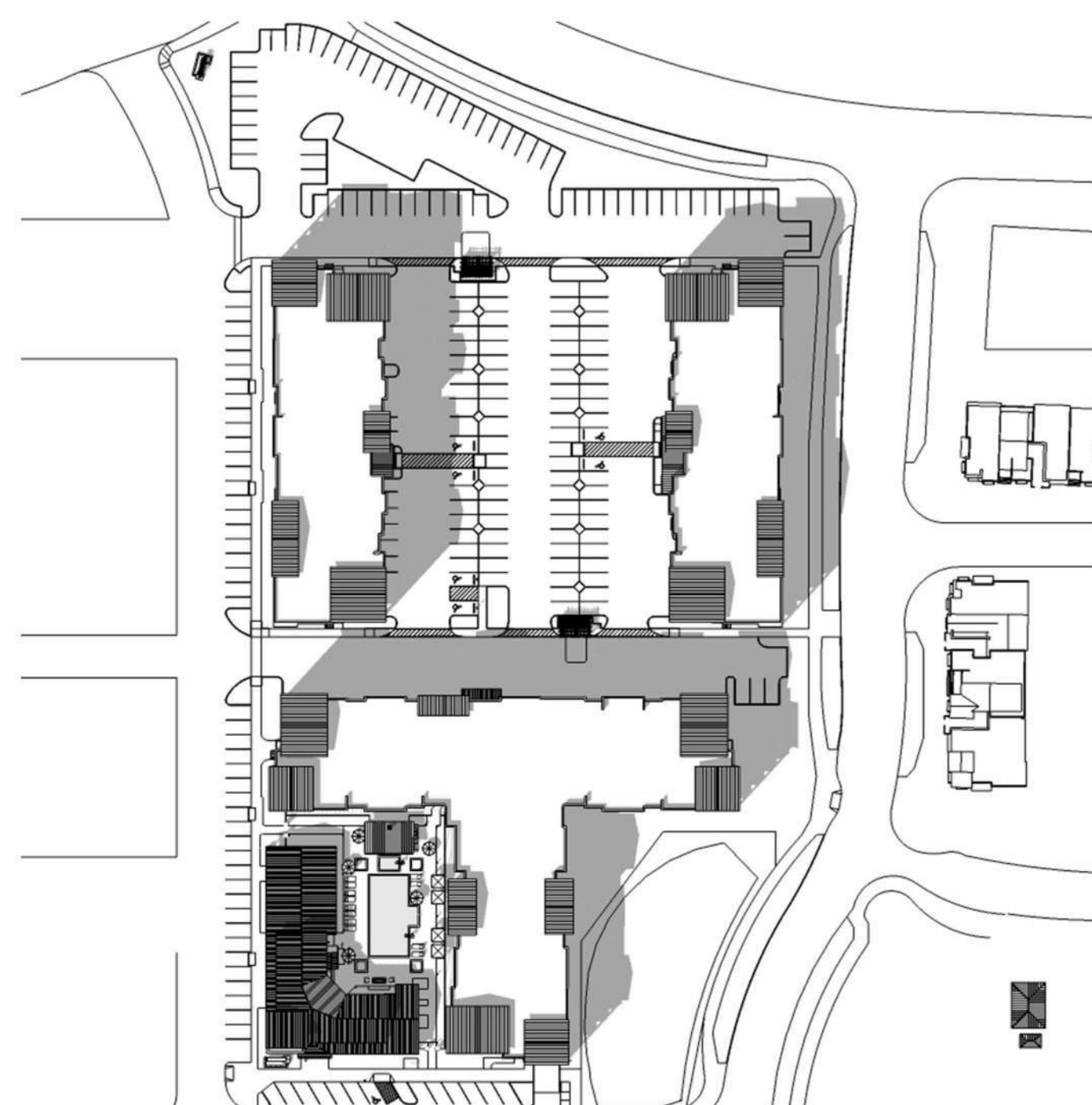
4 FALL EQUINOX - SEP 21 - 11 AM
1" = 100'-0"



5 FALL EQUINOX - SEP 21 - 12 PM
1" = 100'-0"



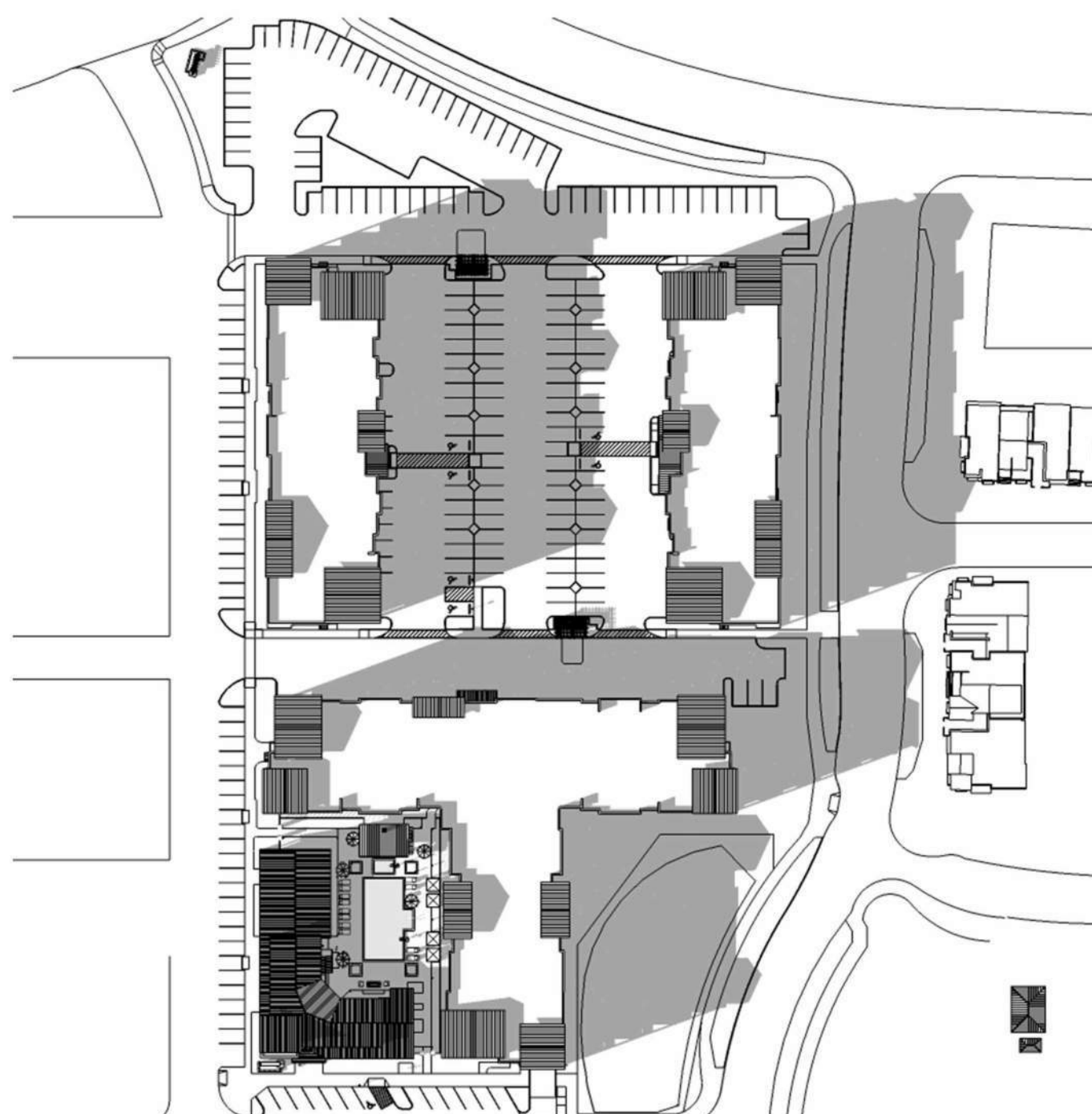
6 FALL EQUINOX - SEP 21 - 1 PM
1" = 100'-0"



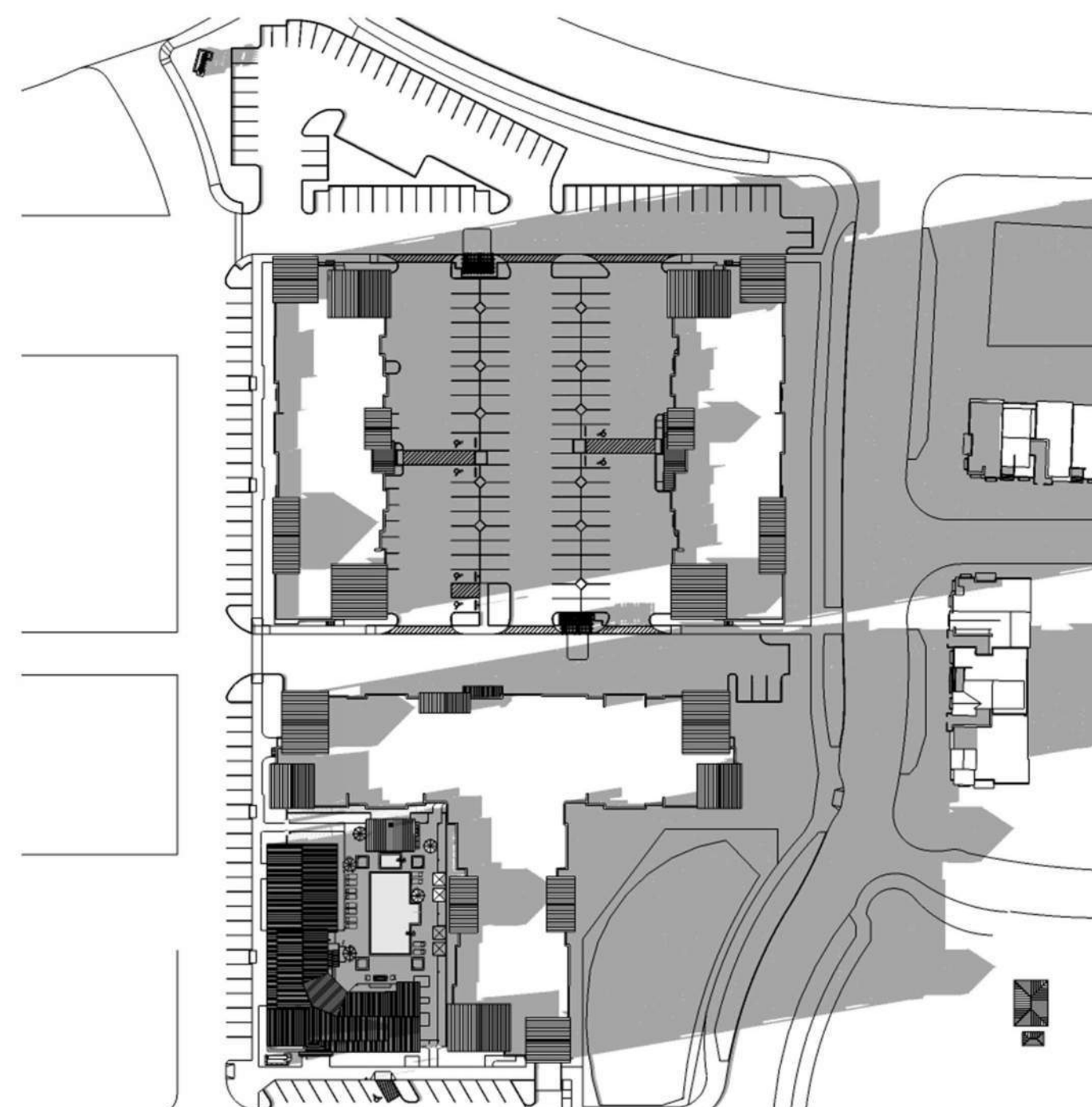
7 FALL EQUINOX - SEP 21 - 2 PM
1" = 100'-0"



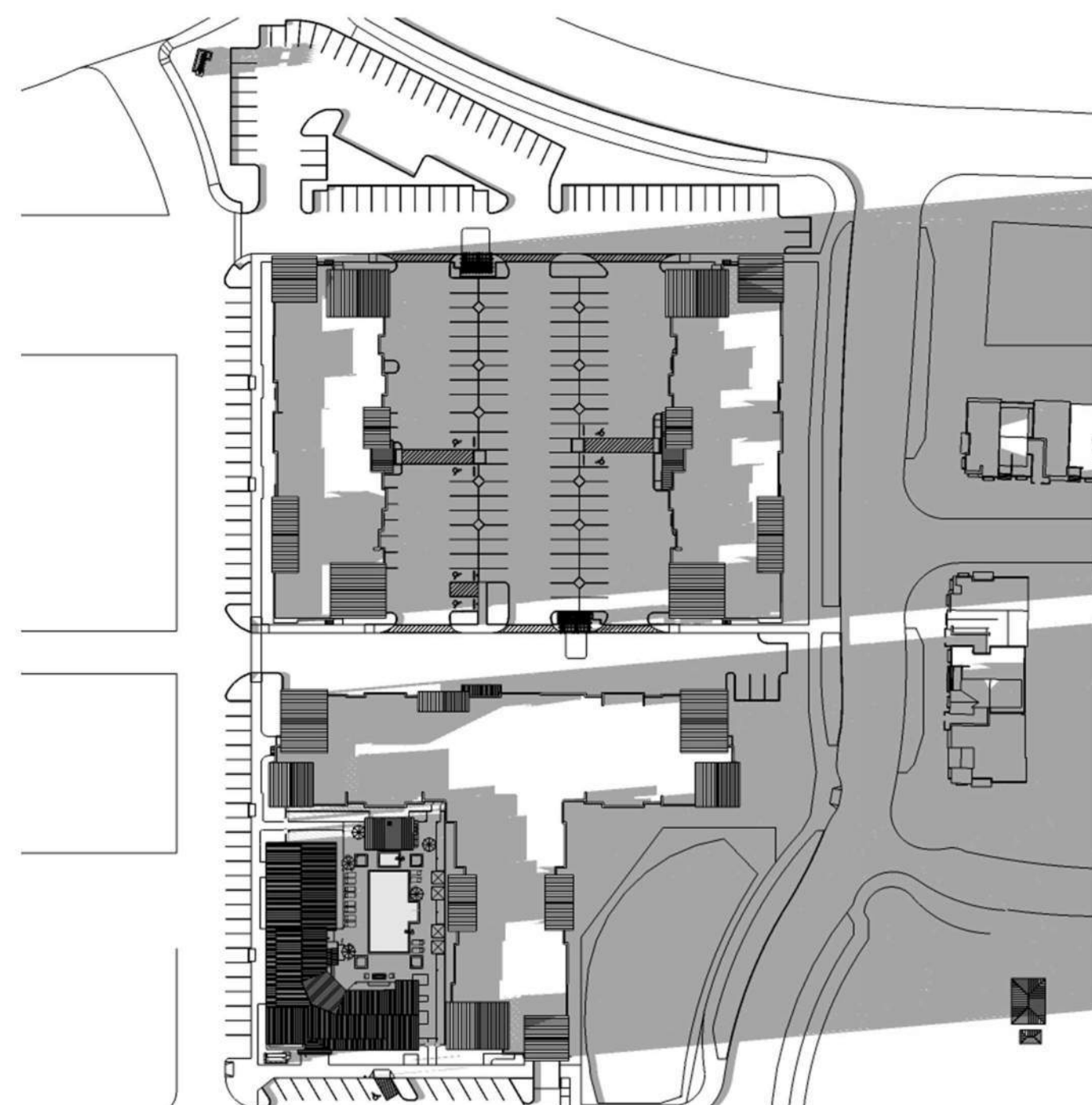
8 FALL EQUINOX - SEP 21 - 3 PM
1" = 100'-0"



9 FALL EQUINOX - SEP 21 - 4 PM
1" = 100'-0"



10 FALL EQUINOX - SEP 21 - 5 PM
1" = 100'-0"



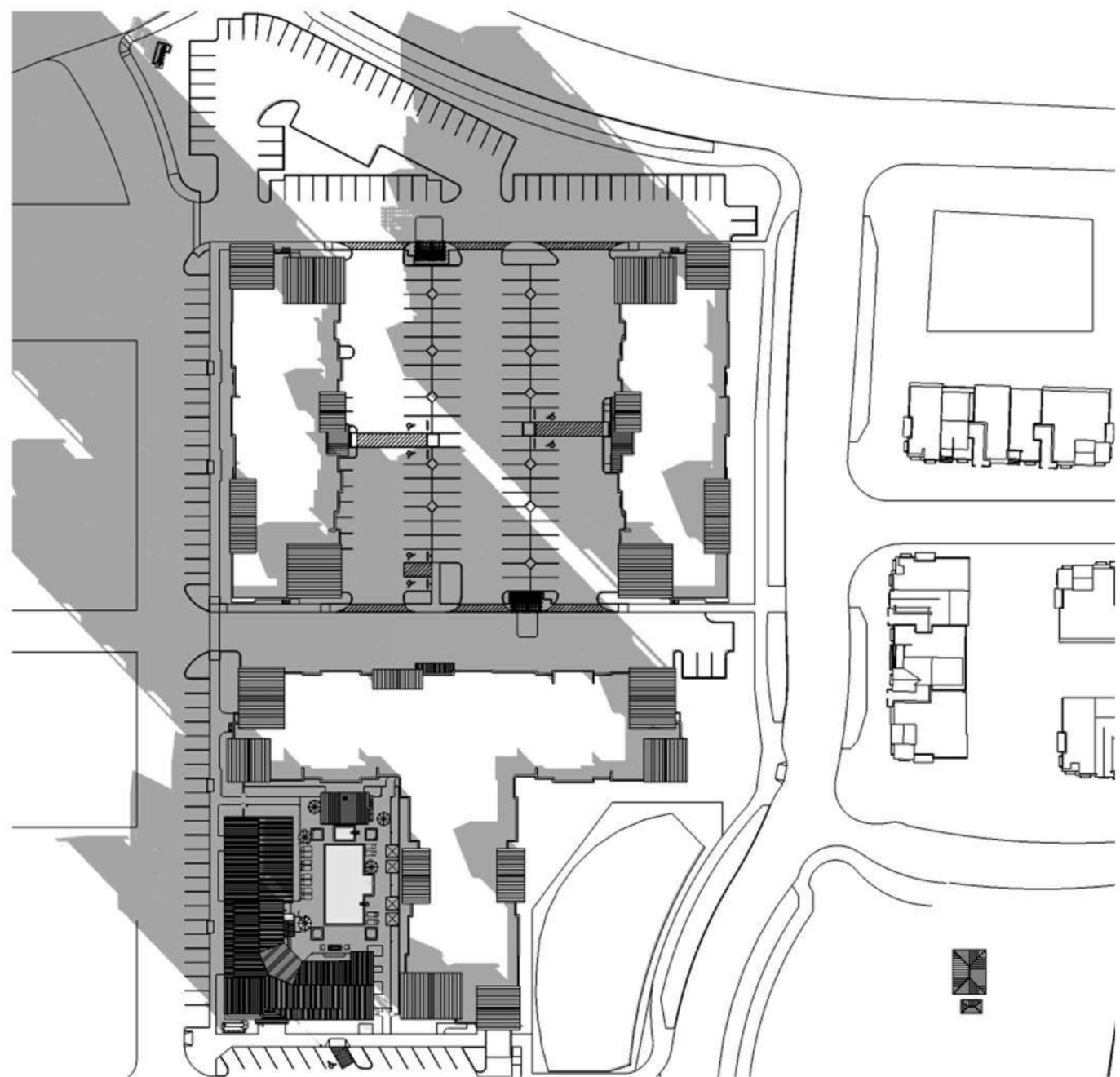
11 FALL EQUINOX - SEP 21 - 6 PM
1" = 100'-0"

sunset @ 6:23pm

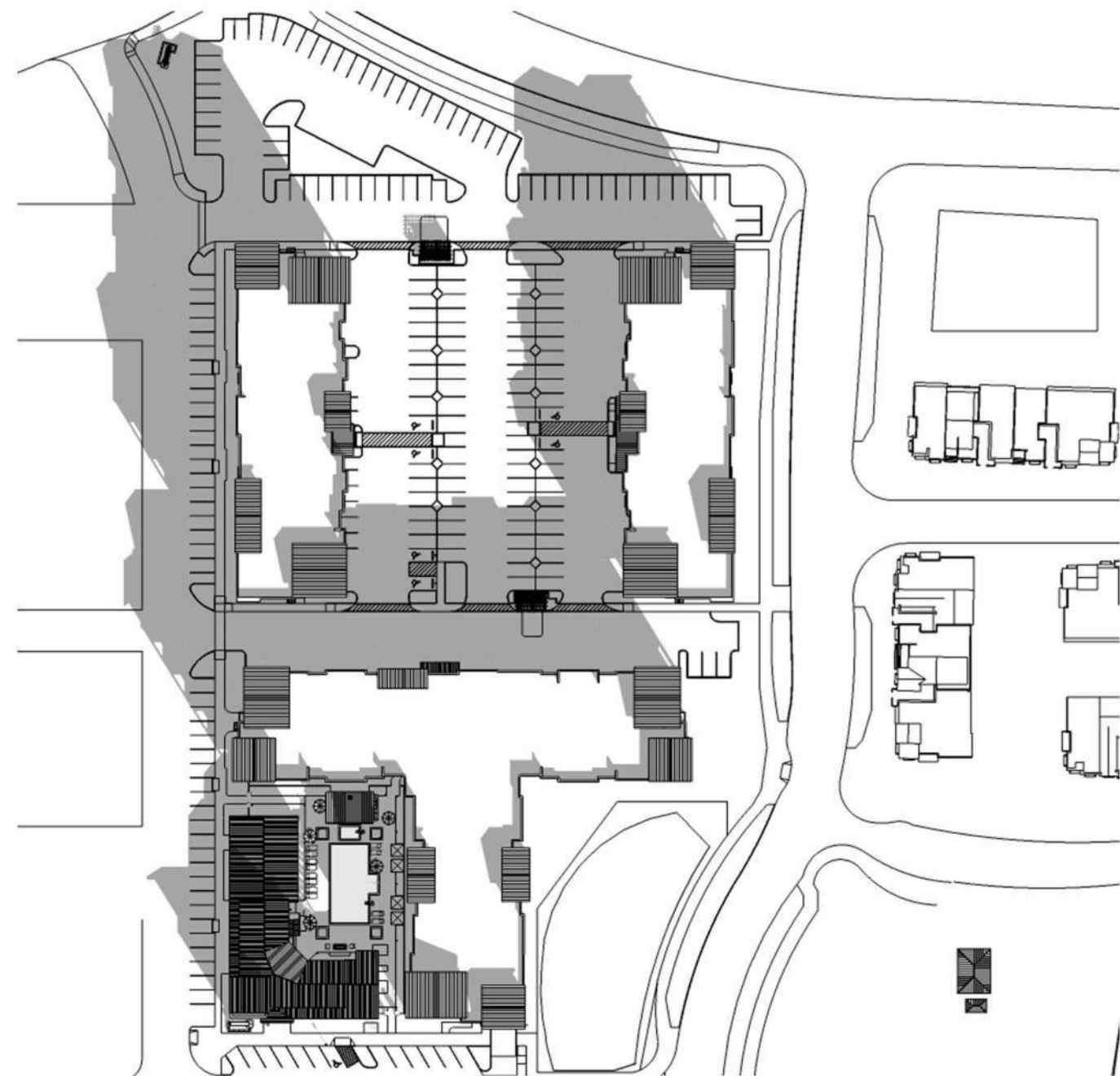
Sunrise @ 7:28am



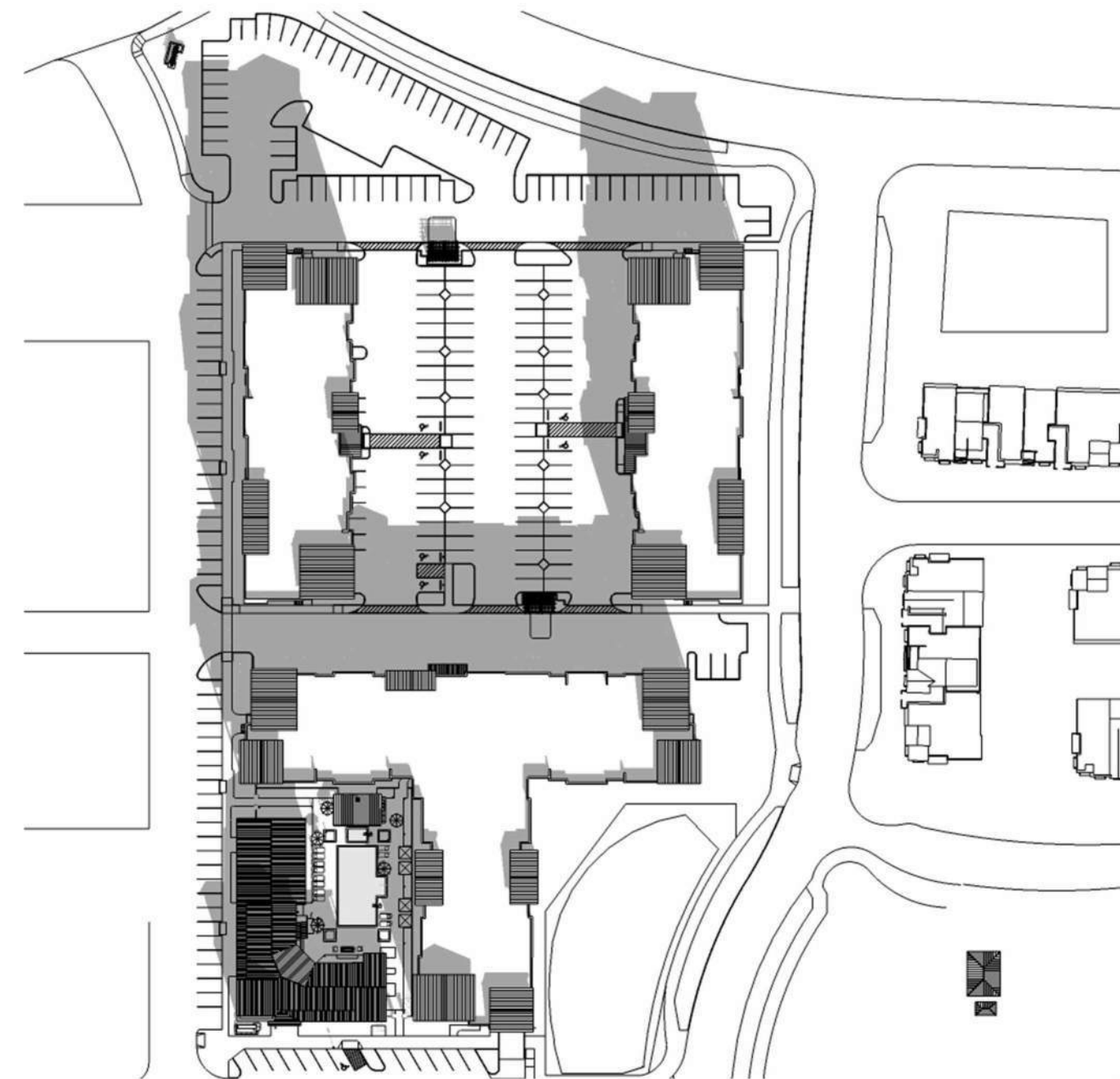
1 WINTER SOLSTICE - DEC 22 - 8 AM
1" = 100'-0"



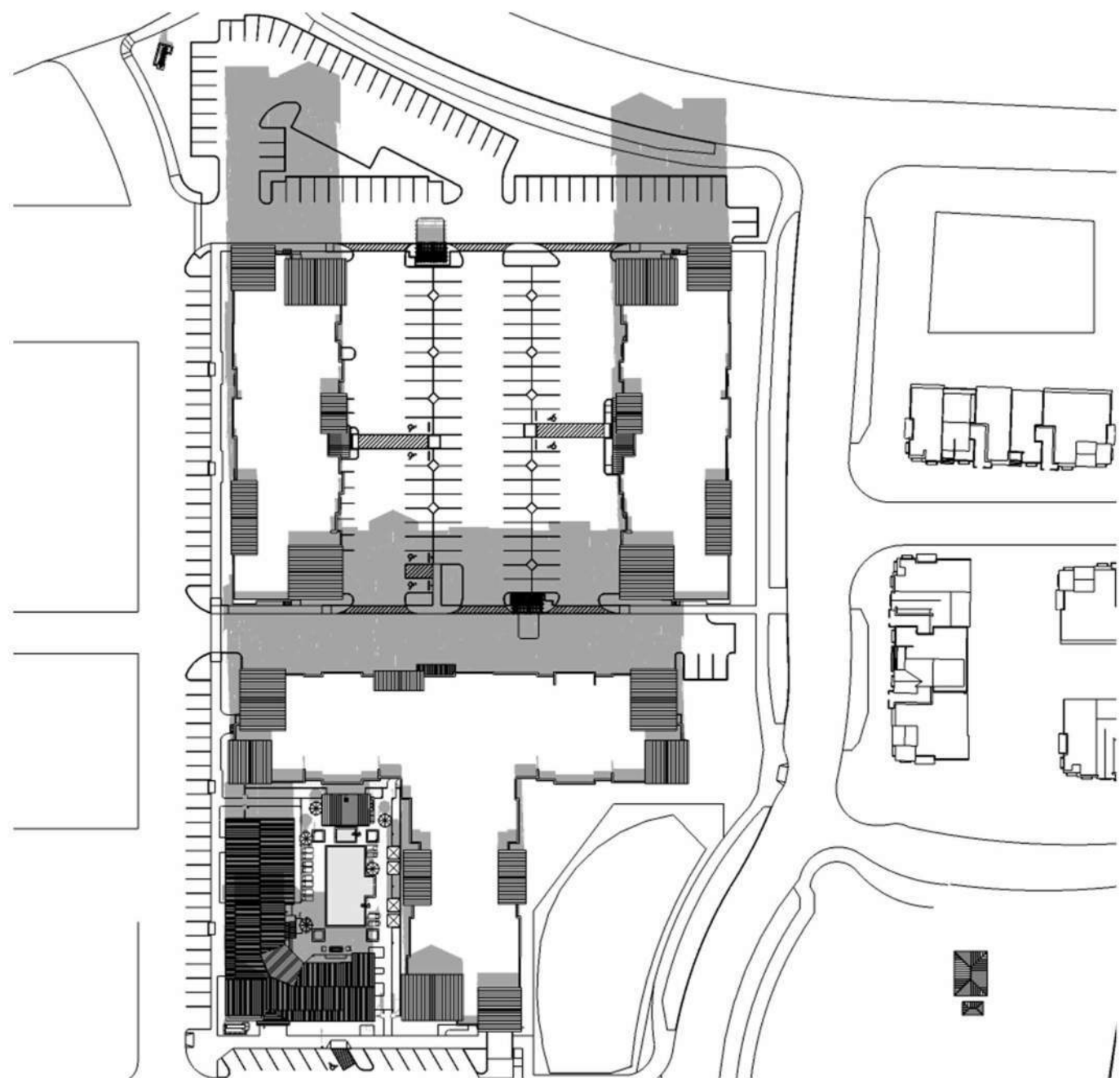
2 WINTER SOLSTICE - DEC 22 - 9 AM
1" = 100'-0"



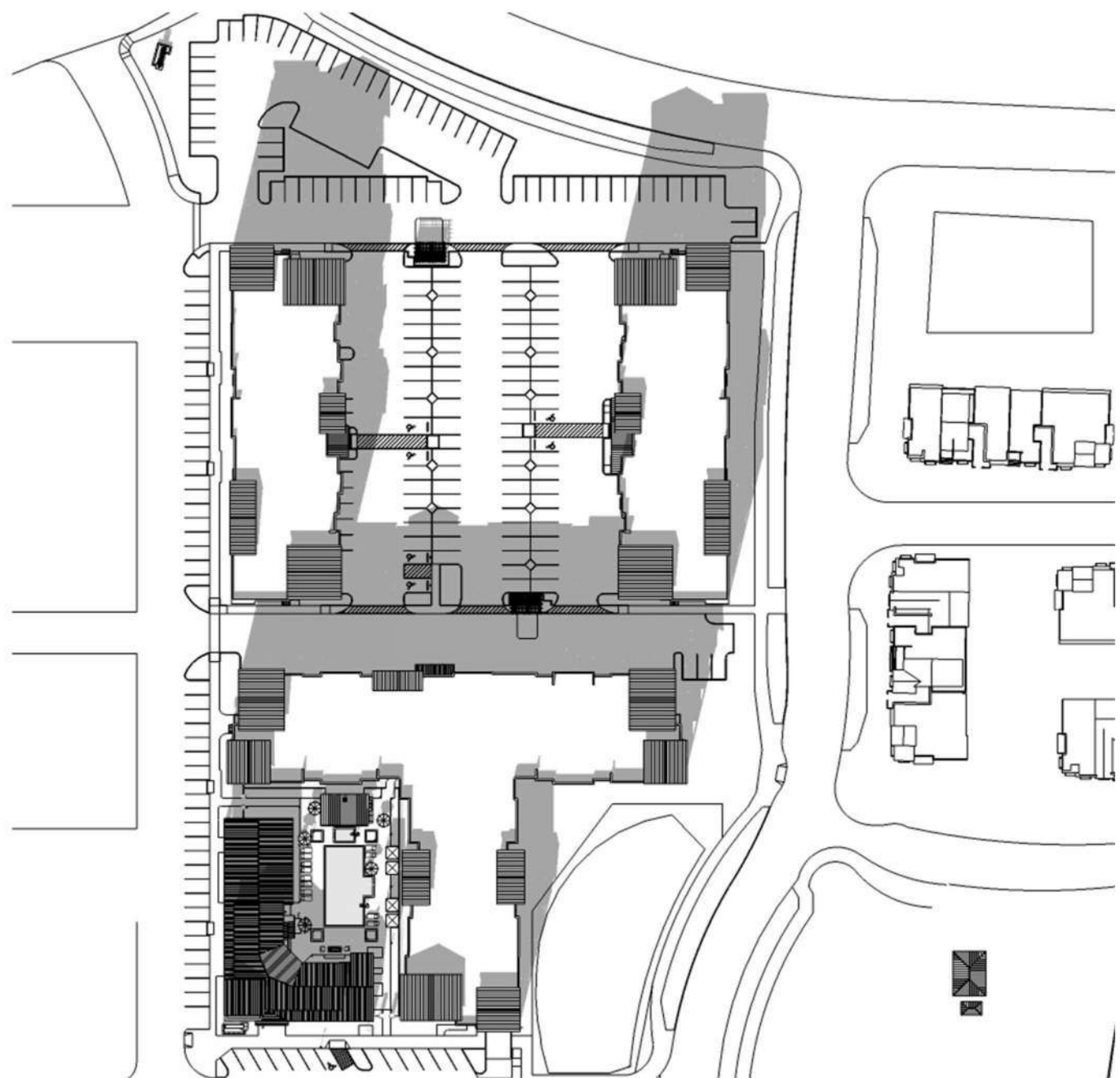
3 WINTER SOLSTICE - DEC 22 - 10 AM
1" = 100'-0"



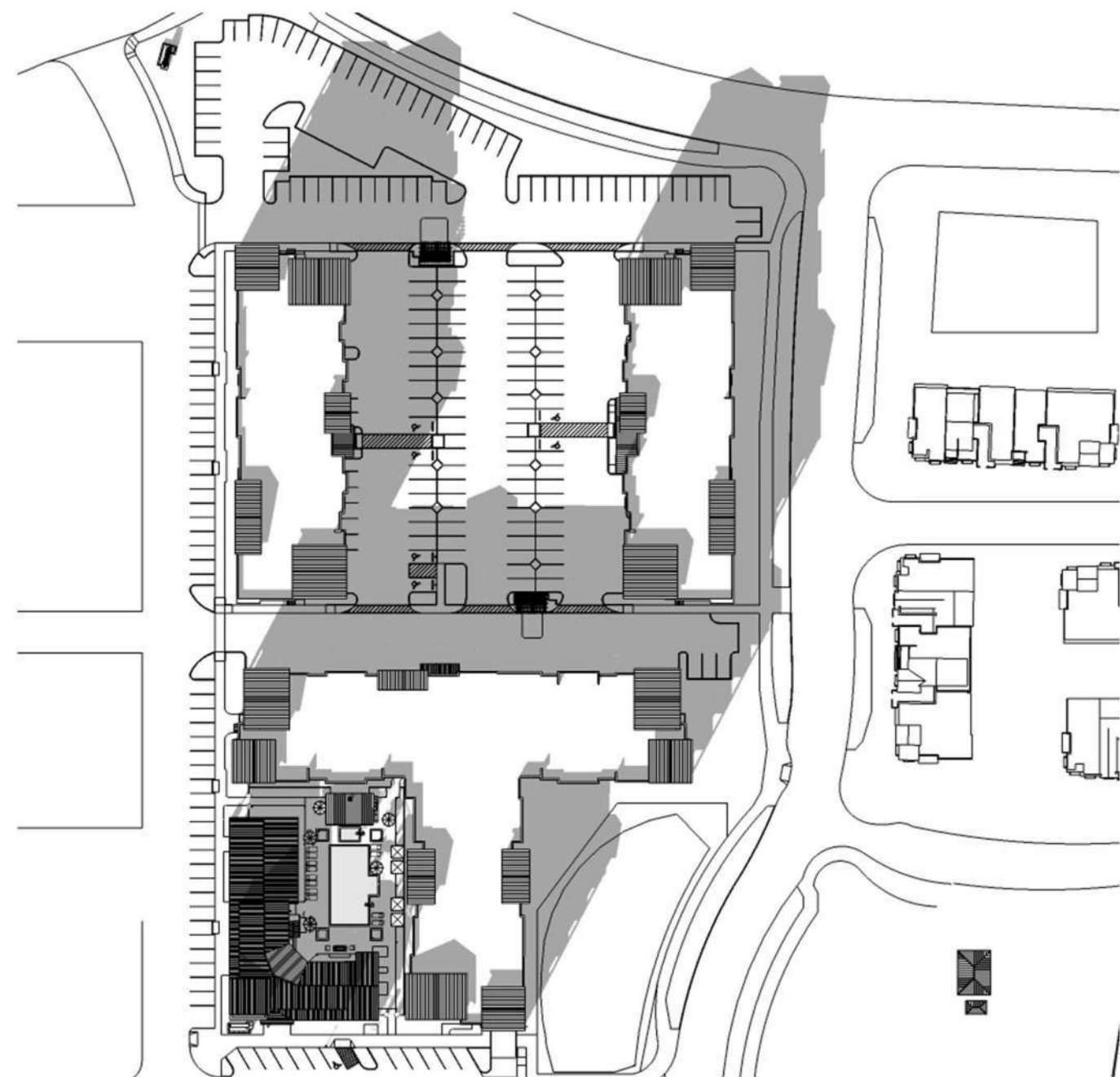
4 WINTER SOLSTICE - DEC 22 - 11 AM
1" = 100'-0"



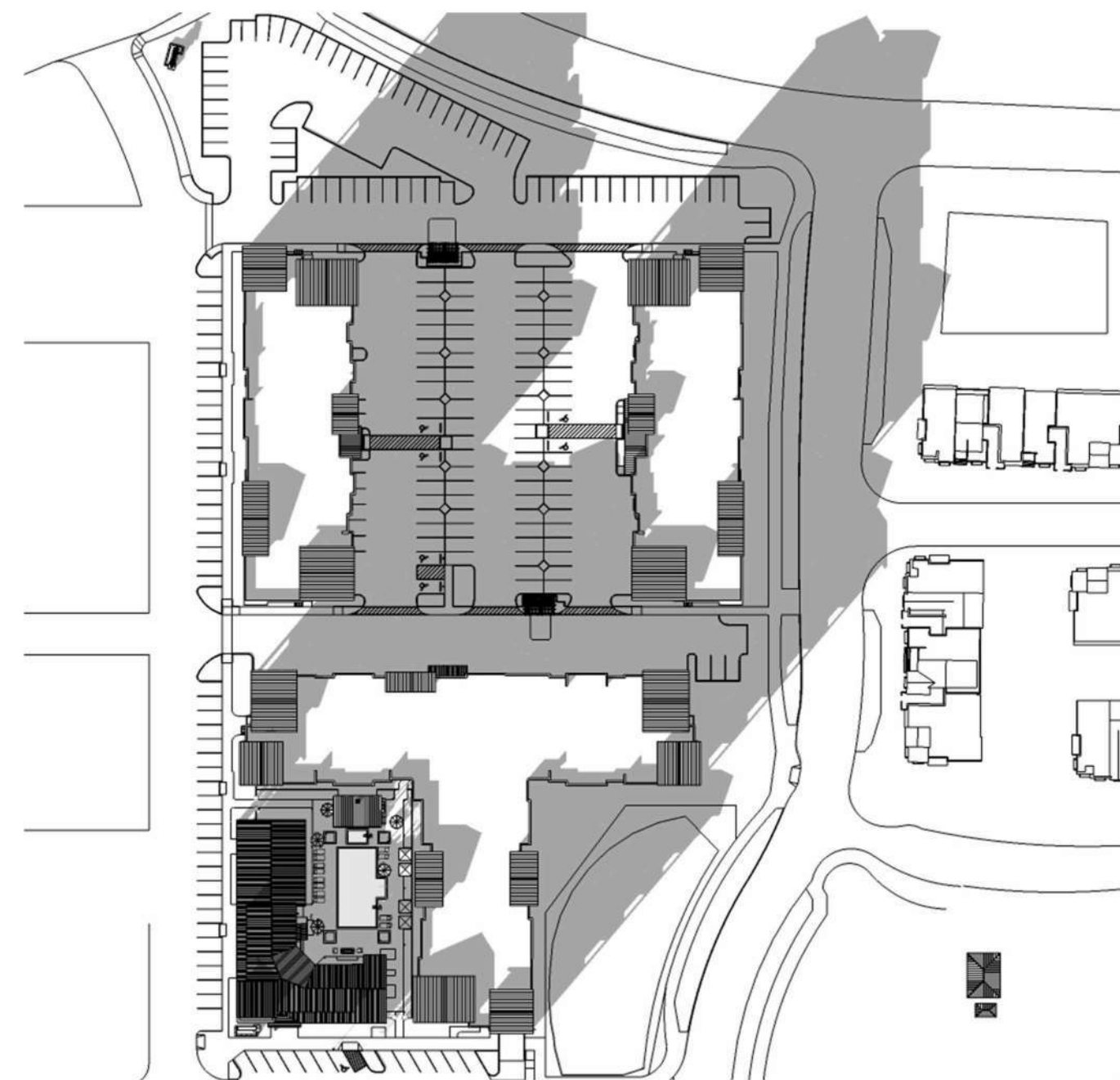
5 WINTER SOLSTICE - DEC 22 - 12 NOON
1" = 100'-0"



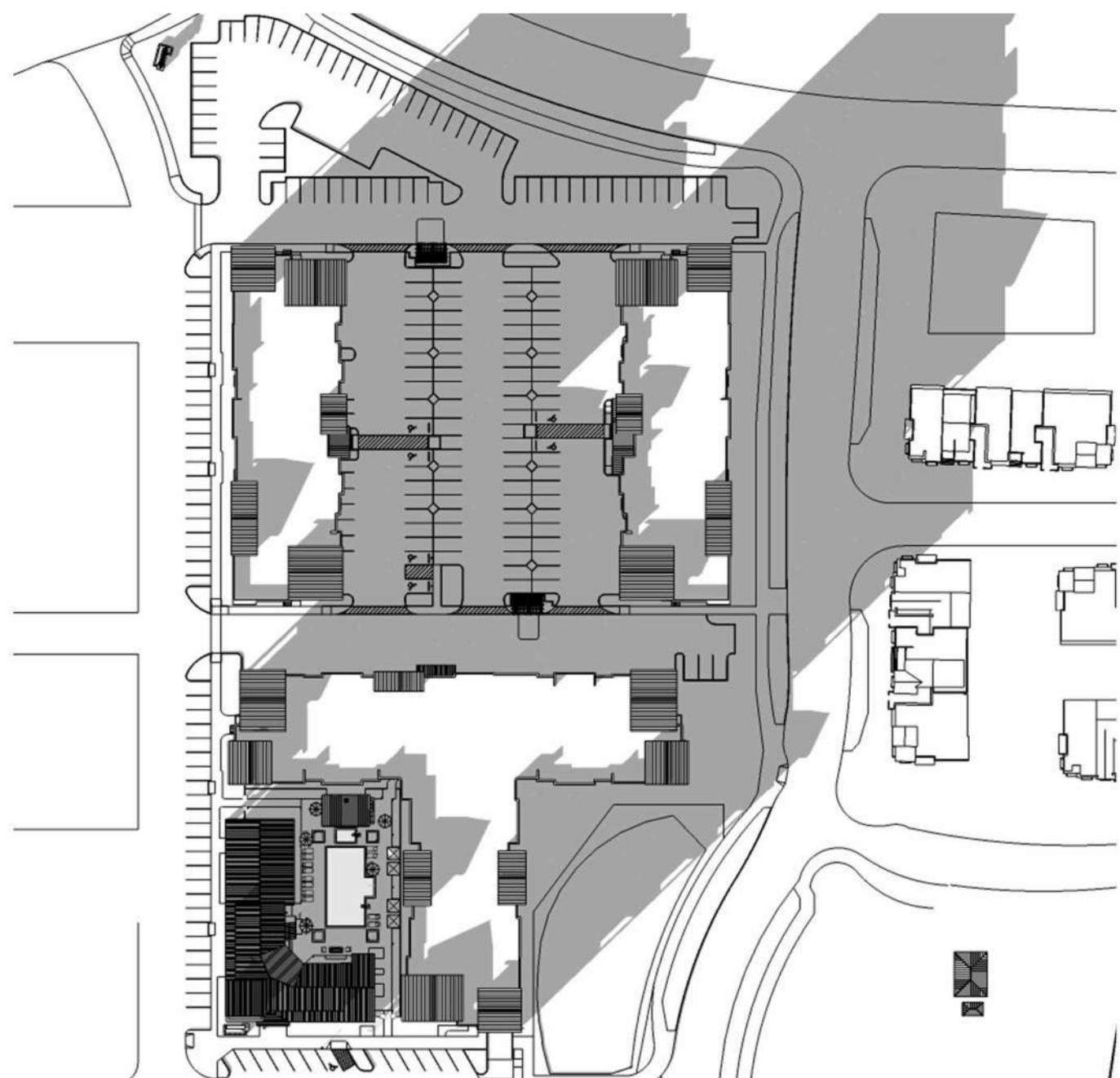
6 WINTER SOLSTICE - DEC 22 - 1:00 PM
1" = 100'-0"



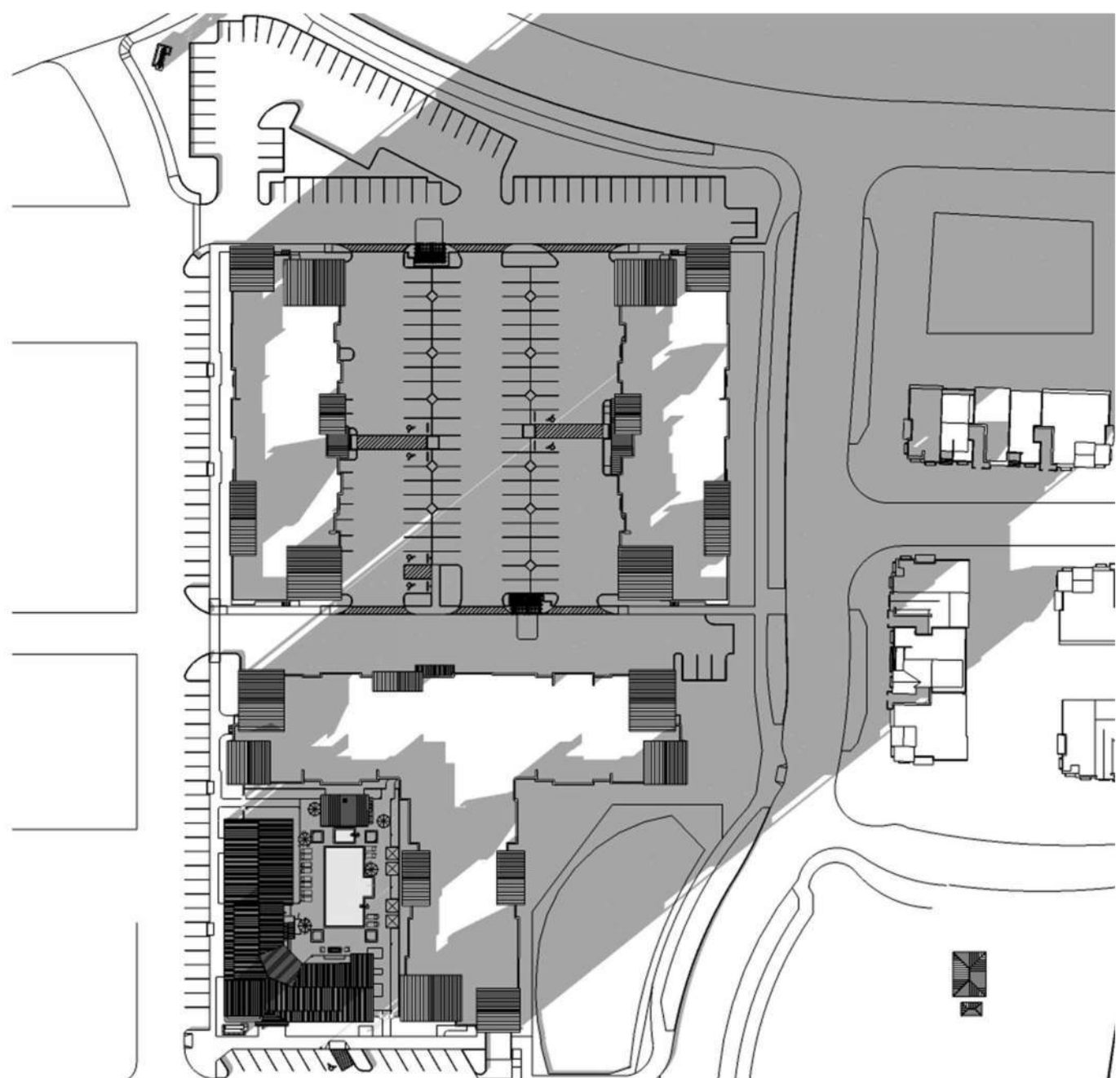
7 WINTER SOLSTICE - DEC 22 - 2:00 PM
1" = 100'-0"



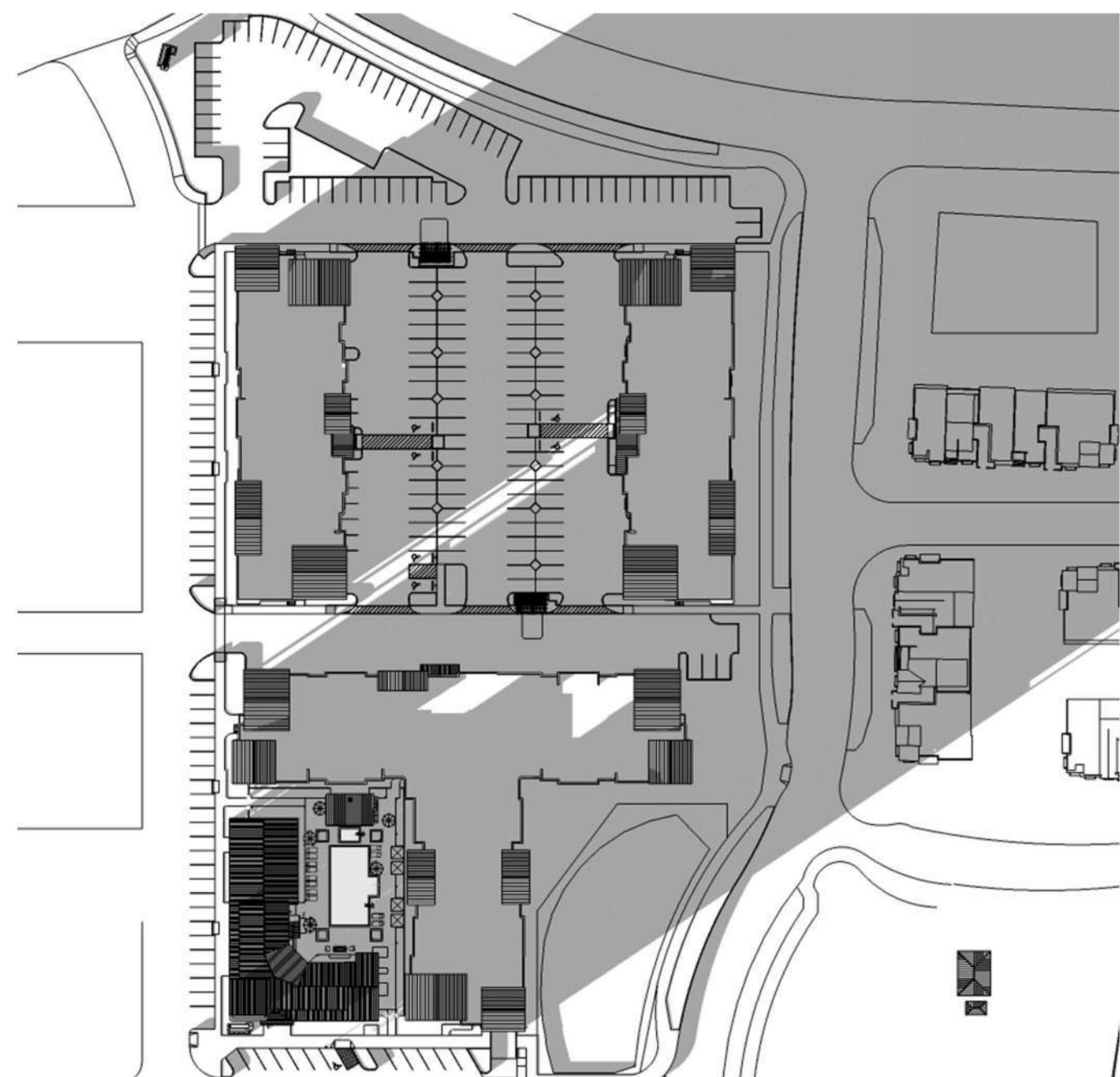
8 WINTER SOLSTICE - DEC 22 - 3:00 PM
1" = 100'-0"



9 WINTER SOLSTICE - DEC 22 - 3:30 PM
1" = 100'-0"



10 WINTER SOLSTICE - DEC 22 - 4:00 PM
1" = 100'-0"



11 WINTER SOLSTICE - DEC 22 - 4:30 PM
1" = 100'-0"

Sunset @ 5:23pm

AGENDA ITEM 15.2

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
General Conditions					
1.	The approved entitlement is for a Special Plan and Development Agreement Amendment, Design Review, and an Adjustment Permit to construct a 199-unit market rate apartment complex with two four-story buildings, one five-story building, and an associated 7,080 square club house with outdoor pool area, as described in the City Council staff report dated December 7, 2015 and Approved Project Plans (Exhibit A) with the conditions herein, for project number DD8588.	Project Description	On-Going	Planning	
2.	This project shall also comply with all Capital Village Special Planning Area requirements and conditions outlined in Resolution 35-2005 and Ordinances 07-2005 and 19-2005. This includes all applicable conditions of approval, mitigation measures, and financial obligations included in the development agreement and related project approval documents, as appropriate.	Capital Village Special Planning Area	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, or plant materials, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
6.	Temporary signs may require the issuance of a Temporary Use Permit (TUP). Please contact the Planning Department for more details prior placement of any signage.	Signage	On-Going	Planning	
7.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible to the satisfaction of the Public Works Director.	Construction	On-Going	Public Works	
8.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element and RCMC 6.68.	Construction	On-Going	Planning/ Building	
9.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	On-Going	Planning/ Building	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
10.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning	
11.	Should any formal complaints be submitted in regards to any unforeseen impacts of this facility, the Applicant/Developer will work with City staff to re-evaluate any operational characteristics to mitigate these impacts. This could include increase security and/or security monitoring devices, property manager contact list, or other items agreed upon by all parties.	Compliance	On-Going	Planning/ Police	
12.	The applicant will incorporate parking identification for residents to ensure residential parking remains onsite. This could include a combination of residential parking permits/identification cards that would be placed on the automobile to assist the apartment management in monitoring their parking area.	Parking	On-Going	Planning/ Police	
13.	All trash receptacles shall be screen and hidden and placed within the enclosure during non-trash pick-up days.	Parking	On-Going	Planning	
At Improvement Plans/Grading Permit Issuance					
14.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	General	Prior to Issuance of Improvement Plan	Public Works	
15.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: - All onsite civil improvements. - Civil plan shall include an ADA access plan. - Install additional landscaping to the satisfaction of the Public Works Department on Bridgeway Drive, Disk Drive and Data Drive.	General	Prior to Issuance of Building Permits	Public Works	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	- All landscape strips, medians; etc. that contain trees shall be installed with continuous root barriers. - Provide post & cable fencing around open drainage facilities as required by City of Rancho Cordova Drainage Maintenance and Planning staff. - Provide signage to direct residents to the easternmost right in/right out driveway on Data Drive. - Utility laterals. - Public improvement plans shall clearly delineate all transitions to existing improvements. - Provide a landscaping plan that details tree planting, etc. on Bridgeway Drive, Disk Drive and Data Drive. Install landscaping on public frontage to the satisfaction of the Public Works Department. All improvements to be constructed to the satisfaction of the Public Works Department prior to final inspection of the first unit.				
16.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Infrastructure	Prior to Issuance of Improvement Plan	Public Works	
17.	Incorporate permanent storm water quality treatment measures into the site improvement plans in conformance with applicable City ordinances & standards, and state and federal law.	Storm Water	Prior to Issuance of Improvement Plan	Public Works	
18.	Pay applicable drainage fees.	Drainage	Prior to Issuance of Improvement Plan	Public Works	
19.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Infrastructure	Prior to Issuance of Improvement Plan	Public Works	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
20.	A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule	Landscaping	Prior to Issuance of Improvement Plan	Planning/ Public Works	
21.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plan.	Funding	Prior to Issuance of Improvement Plan	Planning, Public Works	
22.	• Any alteration to the existing utilities within the existing 12.5-foot public utility easement (PUE) shall reviewed and approved by Sacramento Municipal Utility District (SMUD) prior to construction of improvements. Any additional lines that are not included within an existing PUE will need to be dedicated prior to issuance of improvement plans. This includes private drive, ingress and egress easements, private parking and undergrounding of facilities. • The owner/developer must disclose to future/potential owners the existing 69kV electrical facilitates which are underground along and within the Bridgeway Drive and the east portion of this map. • The “Reciprocal Easement Agreement” recorded in the Sacramento County Recorder’s Office at Book 20060929 at Page 1949 must remain in place to ensure the continuance of assigned PUE’s along and within the west	Utilities	Prior to Issuance of Improvement Plan	SMUD	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	"private drive" of this map.				
23.	- Golden State Water Company (GSWC) will be able to provide domestic and fire protection water service to this project in compliance with California Public Utilities Commission (CPUC) General Order No. 103 and applicable local requirements. - Dependent on project demands and in accordance with CPUC Rule 15, any modifications to the onsite or offsite water systems to accommodate any changes in fire protection requirements or increased water demands will be at the owner's expense. - Domestic and fire protection water service will be sized and located after GSWC receives an application for water service from the owner. - Easements may need to be granted to GSWC for the water service. - No trees within 10 feet of fire hydrants and within GSWC easements. - Low-flow water fixtures must be used indoors and drip and micro spray systems must be used for irrigation outside of new constructed homes and buildings.	Utilities	Prior to Issuance of Improvement Plan	Golden State Water Company (GSWC)	
24.	- Connection to the SASD sewer system shall be required to the satisfaction of SASD. - Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line. - In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required. SASD Design Standards apply to any on-site and off-site	Utilities	Prior to Issuance of Improvement Plan	SASD	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	sewer construction. - Sewer easements may be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD. - The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be a responsibility of successors in interest in future land transfers and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete. - Developing this property will require payment of sewer impact fees to both SASD and SRCSD, in accordance with each District's Ordinances. Applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.				

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
25.	- Provide fire access roadways with all-weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways. - Provide approved fire apparatus turnaround conforming to SMFD Standard 3. Turn-around shall be located within 50 feet of the end of the access roadway. - Fire access roadways shall be built to bear a minimum of 75,000 pounds and meet Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project. - Provide Fire Lane identification along required fire access. Fire Lane identification shall be in accordance with FPS 3 and California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway width shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads. - Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The	Safety General	Prior to Issuance of Improvement Plan	Metro Fire	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	required fire hydrants shall be installed and operational prior to any construction or on-site storage of combustible materials. The minimum required fire flow for the protection of residential developments with an area per building not exceeding 3,600 square feet is 1,000 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration. Existing “wharf” type fire hydrants do not satisfy hydrant requirements for new construction.				
26.	- Fire lane determination is the sole responsibility of the Fire District. Developers shall be responsible for the construction and identification of all new fire lanes in accordance with this policy. Owners and managers shall be responsible for the maintenance of fire lanes and their respective signs. Property owners shall not designate and identify any roadway on their property as a fire lane without prior fire district approval. - A minimum of 2 remote access points shall be provided for all buildings in excess of 10,000 square feet. (CFC 503.1.2) - Fire access lanes shall be built to bear a minimum of 80,000 pounds and meet Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project. (CFC 503.2.3) - Fire lanes shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 foot 6 inch. (CFC 503.2.1) - Fire lane width shall be measured from the flow line to flow	Safety 5 th Floor	Prior to Issuance of Improvement Plan	Metro Fire	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	line of roadways that have curbs. When roadways do not have curbs, measurements shall be from the edge of the all-weather surface of the roadway, excluding the header or edge boards. • <i>Fire lanes serving one or two single family dwellings may be reduced to 16 feet in width.</i> • <i>Split fire apparatus roadway with dividers shall not exceed 150-feet in length. Both sides of split fire apparatus roadways may be a minimum of sixteen (16) feet in width with approval by the Chief.</i> • Fire lanes for aerial fire apparatus shall be provided around buildings 4 or more stories in height. The unobstructed width of fire lanes for aerial fire apparatus shall not be less than 27 feet. At least one of the required access routes shall be located within a minimum of fifteen (15) feet and a maximum of thirty (30) feet from the building and be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over fire lanes for aerial fire apparatus or between the fire lane and the building. (CFC D105) • Turns in fire lanes shall have a minimum turning radius of 50 feet outside and 25 feet inside. Required turn radius may increase for fire lanes provided for aerial operations. (CFC 503.2.4) • Fire lanes shall not exceed 10% in grade (CFC 503.2.7) • Fire lanes shall have an approach and/or departure angle not to exceed 8 degrees. (CFC 503.2.8) • Fire lanes in excess of 150' in length shall have an approved fire equipment turn-around within 50' of any dead end. The shape and dimensions of this required turn around shall be at a minimum those shown in Figure 1: A, C, D, and E for commercial properties and subdivisions.				

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	Figure 1: B is only for private roads with a maximum of four dwellings. (CFC 503.2.5)				
Prior to Issuance of Building Permits					
27.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Mapping	Prior to Issuance of Building Permits	Public Works	
28.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of fair share costs of the SWU annexation not to exceed \$7,000 per annexation.	Maintenance	Prior to Issuance of Building Permits	Public Works	
29.	Bicycle Parking shall be installed in accordance with RCMC 23.719.115. The design and location of the bicycle parking shall be consistent with the approved plans and approved by the Community Development Director prior to construction.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
30.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building Permits	Planning	
31.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site,	Architectural	Prior to Issuance of Building Permits	Planning	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.				
32.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure. Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.	Architectural	Prior to Issuance of Building Permits	Planning	
33.	All lighting shall be installed in accordance with an approved Photometric Plan, showing the location of all light sources, streetlight spacing, intensity of luminance, and uniformity ratio, in accordance with the City's specifications. All light poles shall be limited to a maximum height of 18-feet.	Lighting	Prior to Issuance of Building Permits	Planning/ Building	
34.	All street and onsite lighting features along the Main Street shall incorporate electrical tie-ins for City sponsored events. The final design of these shall be subject to the City staff approval.	Lighting	Prior to Issuance of Building Permits	Planning/ Building	
35.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/ Building/ Public Works	
36.	Trash Enclosures shall comply with Zoning Code and Republic Services, Inc. standards regarding enclosure design, access requirements, and the number of required individual refuse receptacles based upon waste pickup schedules. Trash enclosures design shall be consistent with the approval plans per this permit.	Architectural	Prior to Issuance of Building Permits	Planning/ Building	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
37.	Ensure that no debris or construction scrap material is placed on any adjoining lot, open space area, or street, and that any such material stored on an adjoining site shall be completely removed and the site cleaned, prior to occupancy approval.	Construction	Prior to Issuance of Building Permits	Planning/ Building	
38.	The exterior of the premises, including adjacent sidewalks and all parking lots under control of the licensee(s), shall be illuminated during all hours of darkness so that persons standing in those areas at night are identifiable by law enforcement personnel. However, the required illumination shall be placed so as to minimize interference with the quiet enjoyment of nearby residents of their property.	Security	Prior to Issuance of Building Permits	Planning	
39.	- Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background. - Residential roof coverings shall consist of materials having a minimum Class C rating. - Residences located within a high fire hazard severity zone are subject to more stringent requirements that may include wider access roadways, Class A roof coverings, fire sprinklers, and additional clearance from unimproved lands. - Gates shall be in accordance with Sacramento County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation	Safety	Prior to Issuance of Building Permits	Metro Fire	
Prior to Certificate of Occupancy					
40.	As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be	Mapping	Prior to Certificate of Occupancy	Public Works	

Bridgeway Square Apartments Conditions of Approval

EXHIBIT 4B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	submitted and approved by the Public Works Department.				
41.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Infrastructure	Prior to Certificate of Occupancy	Public Works	
42.	In addition to the conditions of approval, the mitigation monitoring and reporting program must be completed in accordance with their implementation timing prior to final inspection. This is to satisfy the requirements of the project's CEQA review. This pertains mostly to the noise and land disturbance mitigation.	Environmental	Prior to Certificate of Occupancy	Planning	
43.	Prior to final inspection for occupancy, the developer must indicate how the terms of the Development Agreement have been satisfied. This includes the payment of all parks, open space, and improvement fees subject the Capital Village Development Agreement and the Park Development Agreement between CRPD and Beazer Homes.	Development Agreement	Prior to Certificate of Occupancy	Planning/ CRPD	
44.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released.	Landscaping	Prior to Certificate of Occupancy	Planning/ Public Works	
45.	Applicant shall pay any outstanding staff costs associated with the review and approval of the construction plans.	Funding	Prior to Certificate of Occupancy	Planning/ Public Works	

General Information and Compliance Items:

City Council – Draft
December 7, 2015

Page 14 of 15

Bridgeway Square Apartments
Special Planning Area and Development Agreement Amendment,
Design Review Adjustment

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

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
6. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
7. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
8. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.

2553326.1

072 0680 050 0000
Rreef Amer Reit II Corporation Qqqq
Po Box 4900
Scottsdale, AZ 85261-4900

072 0680 062 0000
Cherry Blossom Properties LLC
4190 Cadwallader Ave
San Jose, CA 95121-1111

072 1960 028 0000
Andrew & AndrewOushakoff
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Angela & RonLawson
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Don HowardHatch
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Richard & DebraGray
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1970 001 0000
Yeukpang & MichelleHo
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
ArunKaiwar
726 Hunter Pl
Folsom, CA 95630-6906

072 1970 003 0000
Cheryl LynnDilbeck
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Jesus Jr & AmaliaHiguera
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
SallyDoan
4384 Rosenstock Way
Rancho Cordova, CA 95742-8097

072 1970 006 0000
E &Lecam
11639 Melones Cir
Gold River, CA 95670-7755

072 1970 007 0000
Marlon & ZanaidaQuiambao
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Lily & RickBuckingham
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Billy & PeterNham
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Weber
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 040 0000
Gloria & DavidFanton
3329 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 041 0000
Reynaldo & EvangelinaRamos
3333 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 042 0000
MarshaCoelho
9829 Ruddy Duck Way
Elk Grove, CA 95757-8163

072 1970 043 0000
Florentine AvaAbbott
3341 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 044 0000
Mariane Pinky & LudwigCeniza
3345 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 045 0000
PhongHuynh
3349 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 046 0000
Stang
1597 Country Club Dr
Placerville, CA 95667-6020

072 1970 047 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 001 0000
Lauritzen 20ii
10942 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 002 0000
EdgarArakelyan
10938 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 003 0000
Cynthia De La FuenteNunez
10934 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 004 0000
Michael & StephanieYearwood
10930 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 005 0000
NeilErickson
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
JudithNixon
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
GaryMorrisette
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
LisaKwon
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
MartinSzwarc
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
McDaniel
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Craig & MaryBoom
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
DungTran
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 013 0000
Enrico & JamieCarrieri
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Tan Savi & Vunlayn
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Kilcha & RichardKelly
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Craig AlanChristensen
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Jae SikKang
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
BarbaraRingwald
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Murli & RadhaShastri
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
James & PatriciaGisler
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Md AbdulMomen
175 Arbuckle Ave
Folsom, CA 95630-5412

072 2020 022 0000
KirstenVanosten
10957 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 023 0000
Amiee BoiNham
10961 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 024 0000
JamesJohnson
10965 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 025 0000
Apolinar & RosalieLingad
1757 Hillside Blvd
S San Fran, CA 94080-1331

072 2020 026 0000
PaulLeboeuf
10973 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 027 0000
Alexander & AnnaAdamov
10977 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 028 0000
James & SherylCannon
10981 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 029 0000
Larson
10985 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 030 0000
TracyOlihovik
10991 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 031 0000
TayibSamu
10995 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 032 0000
Kyong Sun & RicardoTipton
10999 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 033 0000
Joanne & PatrickJaeger
10998 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 034 0000
RaquelMauricio
10994 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 035 0000
RichardDao
10990 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 036 0000
Dumitru & Evallea
10986 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 037 0000
Eric & TracyWittnebel
10982 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 038 0000
Ju KuHo
3531 Hart Cmn
Fremont, CA 94538-2207

072 2020 039 0000
AliEzzeddine
3349 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 040 0000
Johnson ThoDang
3353 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 041 0000
Nicholas & StacyAdair
3357 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 042 0000
Ezra & JenicaWilliams
3361 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 046 0000
Lloyd Jr & CNuzum
3356 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 047 0000
PedroCastaneda
3352 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 048 0000
AlbertVasquez
3348 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 049 0000
Gennadiy & TamaraGorbenko
3498 Ponzi Ct
Rancho Cordova, CA 95670-6971

072 2020 050 0000
Janice & MichaelMummert
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Larry & KarenDarling
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Spires
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
NargisJareen
1985 Benita Dr #1
Rancho Cordova, CA 95670-2624

072 2020 054 0000
SheliaSells
10996 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 055 0000
SuhirHaranay
10992 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 066 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2020 067 0000
Cordova Recreation & Park District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 001 0000
Carillo
3501 Corvina Dr
Rancho Cordova, CA 95670-6934

072 2350 002 0000
Jon & RosemarieRowland
11005 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 003 0000
LarryHall
8901 Degas Ct
Fair Oaks, CA 95628-6635

072 2350 004 0000
BeatrizAlo
11013 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 005 0000
Ae & KyungranSeo
11017 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 006 0000
AndreyViktorovich
11021 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 007 0000
MildredKosir
10813 Bellone Way
Rancho Cordova, CA 95670-6918

072 2350 037 0000
DungthuyHoang
11022 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 038 0000
Barry & CavenaWong
30 Colorados Dr
Millbrae, CA 94030-2108

072 2350 039 0000
RMercado
11014 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 040 0000
LupeRenteria
3347 Lexia Ct
Gold River, CA 95670-6944

072 2350 041 0000
ThuanDang
3348 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 042 0000
Jack & SandraOrejel
3344 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 043 0000
MeiKowalski
3340 Lexia Ct
Rancho Cordova, CA 95670-6944

072 2350 044 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 045 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2350 046 0000
Cordova Recreation & Parks District
2729 Prospect Park Dr #230
Rancho Cordova, CA 95670-6291

072 2970 001 0000
ZeferinoGuerra
11039 International Dr
Rancho Cordova, CA 95670-6252

072 2970 002 0000
Jeffrey & JessicaDavies
11037 International Dr
Rancho Cordova, CA 95670-6251

072 2970 003 0000
Jason & ChelseaRojo
11035 International Dr
Rancho Cordova, CA 95670-6251

072 2970 004 0000
MalgorzataGlowacka
11033 International Dr
Rancho Cordova, CA 95670-6251

072 2970 005 0000
JeraldJones
11031 International Dr
Rancho Cordova, CA 95670-6251

072 2970 006 0000
Cruz CarloDela
9354 Rolling Glen Ct
Orangevale, CA 95662-5631

072 2970 007 0000
JosephJew
11027 International Dr
Rancho Cordova, CA 95670-6251

072 2970 008 0000
LanZhang
11025 International Dr
Rancho Cordova, CA 95670-6251

072 2970 009 0000
BadarRizvi
11023 International Dr
Rancho Cordova, CA 95670-6251

072 2970 010 0000
Paul & RachelleSantiago
11021 International Dr
Rancho Cordova, CA 95670-6250

072 2970 011 0000
AndrewArmstrong
11019 International Dr
Rancho Cordova, CA 95670-6250

072 2970 012 0000
Robert ScottMiller
1821 Q St
Sacramento, CA 95811-6718

072 2970 013 0000
F & KasmaniKastilani
36 Allard Ct
Sacramento, CA 95835-1380

072 2970 014 0000
Kimnan & LanceAblang
12349 Little Dome Way
Rancho Cordova, CA 95742-7744

072 2970 015 0000
StevenReichner
2408 Falk Ct
San Jose, CA 95116-1946

072 2970 016 0000
Mohammad Yasin & WaheedaNaimee
11009 International Dr
Rancho Cordova, CA 95670-6250

072 2970 028 0000
Kevin & JenniferMatheson
10888 Stourport Way
Rancho Cordova, CA 95670

072 2970 029 0000
TraceySavorn
10900 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 030 0000
Pelegirino Angelita 20
10902 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 031 0000
Catherine & WarrenWiley III
10904 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 032 0000
NaodNegussie
4079 Coratina Way
Rancho Cordova, CA 95742-8006

072 2970 033 0000
ChinhVo
3802 Ashton Ct
San Jose, CA 95111-1587

072 2970 034 0000
Dennis & JoanneTakeuchi
10910 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 035 0000
ChristinaBillings
10912 Stourport Way
Gold River, CA 95670-6248

072 2970 036 0000
JoleenMartin
7933 Quaker Ridge Way
Sacramento, CA 95829-8032

072 2970 037 0000
MatthewHagwood
10916 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 038 0000
LindaHong
10918 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 039 0000
Federal Natl Mtg Assn Fnma
350 Highland Dr
Lewisville, TX 75067-4177

072 2970 040 0000
Tran & Vuong
145 Niagara Ave
San Francisco, CA 94112-3336

072 2970 065 0000
SohairHaija
3504 Blanchette Way
Rancho Cordova, CA 95670-6974

072 2970 066 0000
RebeccaCrittenden
3150 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 067 0000
CaraBaerlin
3152 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 068 0000
Chang & SusieYun
3154 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 069 0000
Wendell & Lorelei BayneYacur
3156 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 070 0000
Joshua & MonicaBallard
3158 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 071 0000
TinaStroman
3159 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 072 0000
LindaGarrett
3157 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 073 0000
JulieAdamson
3155 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 074 0000
P & N Realty & Investments LLC
3153 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 075 0000
Judy & TerryVerkler
3151 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 076 0000
Eileen ClorindaRamirez
3149 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 080 0000
CuongNguyen
3148 Brindley Way
Gold River, CA 95670-6259

072 2970 081 0000
LianaAyrapetyan
3150 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 082 0000
CarolynGoldman
3152 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 083 0000
Burrell & MarilynWilliams
3154 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 084 0000
ArtakHarutyunyan
3156 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 085 0000
ThuyChau
3158 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 086 0000
Mohammad ShahariarAkbar
14888 NW Fawnlily Dr
Portland, OR 97229-1560

072 2970 087 0000
Flint & DesireePatton
3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 088 0000
DevinAvery
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 089 0000
Arnold & Shawn HammondElegue
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 090 0000
Leonora & MarcTravella
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 146 0000
CassandraMcCants
3148 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 147 0000
Tom & XiaoSchebye
968 Sunset Dr
San Carlos, CA 94070

072 2970 148 0000
Michael & TrishaMcCarthy
Po Box 6793
Folsom, CA 95763-6793

072 2970 149 0000
MichaelOrourke
3142 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 150 0000
Clifton & JenniferWood
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 151 0000
Jlc Contracting Inc
4311 Stonefield Ln
Fairfield, CA 94534-3148

072 2970 161 0000
Scott & StephaniePreston
3148 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 162 0000
LawrenceSamy
3150 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 163 0000
BrianConradi
3152 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 164 0000
JohnAcker
11745 Trailrider Dr
Elk Grove, CA 95624-9395

072 2970 165 0000
GladysSimpson
3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 166 0000
TamraHarper
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 173 0000
Homes Holdings CorpBeazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 174 0000
Homes Holdings CorpBeazer
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 177 0000
Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2970 201 0000
Timothy & DouglasLeard II
3149 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 202 0000
KristinaDismuke
3147 Minturn Way
Rancho Cordova, CA 95670-6271

072 2970 208 0000
CaseyCorrigan
3141 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 209 0000
KayWilson
3143 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 210 0000
NicholasLouis
3145 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 211 0000
Rubi & SoniaCarrillo
3147 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 212 0000
ElenaFedorishin
3149 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2980 004 0000
JudithCruz
3244 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 005 0000
LinhDoan
3246 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 006 0000
Rodelio & RosolindaManalili
3248 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 007 0000
GuojianLin
2586 Nautica Ct
West Sacramento, CA 95691-6301

072 2980 008 0000
TraciReynolds
1042 Wilhaggin Park Ln
Sacramento, CA 95864-5376

072 2980 009 0000
RosaidaJaramillo
3254 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 010 0000
ParvathiTholla
3256 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 011 0000
HaihongZhu
2370 Ackley Pl
Woodland, CA 95776-5391

072 2980 012 0000
RichardNoble
3260 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 013 0000
KarenKunz
3262 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 017 0000
NicoleGoi
11085 International Dr
Rancho Cordova, CA 95670-6253

072 2980 018 0000
AlissaStrong
8525 Willings Way
Fair Oaks, CA 95628-6234

072 2980 019 0000
CarsenSmith
11081 International Dr
Rancho Cordova, CA 95670-6253

072 2980 020 0000
DerekMiller
11079 International Dr
Rancho Cordova, CA 95670-6253

072 2980 021 0000
Huei MingYap
11077 International Dr
Rancho Cordova, CA 95670-6253

072 2980 022 0000
ObakhtaAhad
3830 Annadale Ln
Sacramento, CA 95821-2058

072 2980 023 0000
Robert & LizettePodwalny
11073 International Dr
Rancho Cordova, CA 95670-6253

072 2980 024 0000
AdamHines
2487 Pheasant Hollow Dr
West Sacramento, CA 95691-4626

072 2980 025 0000
SamuelPlatt
11069 International Dr
Rancho Cordova, CA 95670-6253

072 2980 026 0000
ChristopherByrne
11067 International Dr
Rancho Cordova, CA 95670-6252

072 2980 027 0000
VioleteNguyen
11065 International Dr
Rancho Cordova, CA 95670-6252

072 2980 028 0000
ChristianHughes
11063 International Dr
Rancho Cordova, CA 95670-6252

072 2980 029 0000
Mae A P & ShervinSantarin
11061 International Dr
Rancho Cordova, CA 95670-6252

072 2980 030 0000
James & DanielleBailey
11059 International Dr
Rancho Cordova, CA 95670-6252

072 2980 031 0000
SharonMencarelli
11057 International Dr
Rancho Cordova, CA 95670-6252

072 2980 032 0000
Kenneth & MarleneBedrich
11055 International Dr
Rancho Cordova, CA 95670-6252

072 2980 033 0000
Robert & KristaSchmidt
11053 International Dr
Rancho Cordova, CA 95670-6252

072 2980 034 0000
GregoryHeminway
11051 International Dr
Rancho Cordova, CA 95670-6252

072 2980 035 0000
Michael YiuCheung
4151 Pylos Way
Rancho Cordova, CA 95742-8039

072 2980 036 0000
Petru & AbbieBaros
11047 International Dr
Rancho Cordova, CA 95670-6252

072 2980 037 0000
LeonardoSilverio
11045 International Dr
Rancho Cordova, CA 95670-6252

072 2980 038 0000
PhillipTang
10930 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 039 0000
HaiDo
10932 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 040 0000
Seok ManHan
10934 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 041 0000
MichaelQu
2127 Gold Haven Ct
Gold River, CA 95670-8163

072 2980 042 0000
Fong & LiaVang
10938 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 043 0000
BrianRoth
6604 Ridgeway Dr #B
Pollock Pines, CA 95726-8829

072 2980 044 0000
Ryan & VinaZender
10942 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 045 0000
TjauHo
3348 Oselot Way
Rancho Cordova, CA 95670-6981

072 2980 046 0000
JeffreyMartinez
7092 Alder Creek Rd
Vallejo, CA 94591-3821

072 2980 047 0000
TammiThomas
10948 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 048 0000
DanielFalk
10950 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 049 0000
TimothyFrasche
10952 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 050 0000
MelodyMartinez
10954 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 051 0000
JiayingWang
10956 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 052 0000
ReginaldCarter
10958 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 053 0000
ChristineGuirgus
10960 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 054 0000
ChristopherMitchell
10962 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 055 0000
KarenChacon
10964 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 056 0000
YoungLee
10966 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 057 0000
MaryCurrie
3163 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 058 0000
PriyaaRamanathan
3161 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 059 0000
Kuen MingChen
3159 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 060 0000
DoniellAdams
3157 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 061 0000
Phillip & TheresaMcPeck
3155 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 062 0000
Manuel & SvetlanaJuarez
3153 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 063 0000
JacquelineArroyo
3151 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 064 0000
CharlesSimpson
5300 T St
Sacramento, CA 95819-4841

072 2980 074 0000
NavidShahvali
5129 Aileron Ct
Fair Oaks, CA 95628-8106

072 2980 075 0000
Lawrence & KarinHart
8934 Oro Way
Orangevale, CA 95662-4630

072 2980 076 0000
Stephen & MarciaBlount
3154 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 077 0000
Keith & DonnaWilliamson
3156 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 078 0000
TylerMartin
3158 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 079 0000
MeiVan Juan
3159 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 080 0000
Joshua & PhoebeTorres
3157 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 081 0000
TraciVanoncini
3155 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 082 0000
Christina & MarkSinclair
3153 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 083 0000
Susan & JohnRodgers
3151 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 091 0000
Capital Village Community Assoc
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 2980 092 0000
RonaldDexter
11091 International Dr
Rancho Cordova, CA 95670-6253

072 2980 093 0000
AnnalizaAsetre
11089 International Dr
Rancho Cordova, CA 95670-6253

072 2980 094 0000
GarrickBrown
11087 International Dr
Rancho Cordova, CA 95670-6253

072 3050 129 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 130 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 131 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 132 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 133 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 134 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 135 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 136 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 137 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 138 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 139 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 140 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 141 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 142 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 143 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 144 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 145 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 146 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 147 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 148 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 149 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 150 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 151 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 152 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 153 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 154 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 155 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 156 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 157 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 158 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 159 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 160 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 161 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 162 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 163 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 164 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 165 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 166 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 167 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 168 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 169 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 170 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 171 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 172 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 173 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 174 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 175 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 100
Roseville, CA 95661-0000

072 3050 176 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 177 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 178 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 179 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 180 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 181 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 182 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 183 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 184 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 185 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 186 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 187 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 188 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 189 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 190 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 191 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 192 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 193 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 194 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 195 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 196 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 197 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 198 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 199 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 200 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 201 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 202 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 203 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 204 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 205 0000
Beazer Homes Holdings Corporation
1731 E Rsvll Parkway 140
Roseville, CA 95661-0000

072 3050 206 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 208 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 209 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 210 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 214 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 215 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

072 3050 218 0000
Beazer Homes Holdings Corporation
3721 Douglas Blvd #100
Roseville, CA 95661-4243

**** WinMetro Label Set ****

Date : 3/2/2015
Report : Avery 5160 Laser Labels 3 Across
Sort : PARCEL
Count : 319

For : Sacramento County
of : 500' Radius 072-0680-034, -079
By : Terri Figueira

Recs Processed : 325
Dups Screened : 0
CRs Screened : 0
Bad Addresses : 0
Labels Produced : 319

072 0680 050 0000
Current Resident
11120 International Dr
Rancho Cordova, CA 95670-6096

072 0680 062 0000
Current Resident
11125 International Dr
Rancho Cordova, CA 95670-6096

072 1960 028 0000
Current Resident
10901 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 029 0000
Current Resident
10905 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 030 0000
Current Resident
10909 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1960 031 0000
Current Resident
10913 Barossa Ct
Rancho Cordova, CA 95670-6902

072 1970 001 0000
Current Resident
3376 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 002 0000
Current Resident
3372 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 003 0000
Current Resident
3368 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 004 0000
Current Resident
3364 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 005 0000
Current Resident
3360 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 006 0000
Current Resident
3344 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 007 0000
Current Resident
3340 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 008 0000
Current Resident
3336 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 009 0000
Current Resident
3332 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 010 0000
Current Resident
3328 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 040 0000
Current Resident
3329 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 041 0000
Current Resident
3333 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 042 0000
Current Resident
3337 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 043 0000
Current Resident
3341 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 044 0000
Current Resident
3345 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 045 0000
Current Resident
3349 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 046 0000
Current Resident
3353 Corvina Dr
Rancho Cordova, CA 95670-6903

072 1970 047 0000
Current Resident
Corvina Dr
Rancho Cordova, CA 95670

072 2020 001 0000
Current Resident
10942 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 002 0000
Current Resident
10938 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 003 0000
Current Resident
10934 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 004 0000
Current Resident
10930 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 005 0000
Current Resident
10931 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 006 0000
Current Resident
10935 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 007 0000
Current Resident
10939 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 008 0000
Current Resident
10943 Viano Ct
Rancho Cordova, CA 95670-6908

072 2020 009 0000
Current Resident
10932 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 010 0000
Current Resident
10928 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 011 0000
Current Resident
10924 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 012 0000
Current Resident
10920 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 013 0000
Current Resident
10921 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 014 0000
Current Resident
10925 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 015 0000
Current Resident
10929 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 016 0000
Current Resident
10933 Pelara Ct
Rancho Cordova, CA 95670-6910

072 2020 017 0000
Current Resident
10937 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 018 0000
Current Resident
10941 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 019 0000
Current Resident
10945 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 020 0000
Current Resident
10949 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 021 0000
Current Resident
10953 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 022 0000
Current Resident
10957 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 023 0000
Current Resident
10961 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 024 0000
Current Resident
10965 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 025 0000
Current Resident
10969 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 026 0000
Current Resident
10973 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 027 0000
Current Resident
10977 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 029 0000
Current Resident
10985 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 030 0000
Current Resident
10991 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 031 0000
Current Resident
10995 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 032 0000
Current Resident
10999 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 033 0000
Current Resident
10998 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 034 0000
Current Resident
10994 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 035 0000
Current Resident
10990 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 036 0000
Current Resident
10986 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 037 0000
Current Resident
10982 Pelara Way
Rancho Cordova, CA 95670-6911

072 2020 038 0000
Current Resident
3341 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 039 0000
Current Resident
3349 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 040 0000
Current Resident
3353 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 041 0000
Current Resident
3357 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 042 0000
Current Resident
3361 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 046 0000
Current Resident
3356 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 047 0000
Current Resident
3352 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 048 0000
Current Resident
3348 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 049 0000
Current Resident
3344 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 050 0000
Current Resident
3340 Romano Ct
Rancho Cordova, CA 95670-6909

072 2020 051 0000
Current Resident
11008 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 052 0000
Current Resident
11004 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 053 0000
Current Resident
11000 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 054 0000
Current Resident
10996 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 055 0000
Current Resident
10992 Bianco Way
Rancho Cordova, CA 95670-6907

072 2020 066 0000
Current Resident
Bianco Way
Rancho Cordova, CA 95670

072 2020 067 0000
Current Resident
Bianco Way
Rancho Cordova, CA 95670

072 2350 001 0000
Current Resident
11001 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 002 0000
Current Resident
11005 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 003 0000
Current Resident
11009 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 004 0000
Current Resident
11013 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 005 0000
Current Resident
11017 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 006 0000
Current Resident
11021 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 007 0000
Current Resident
11025 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 037 0000
Current Resident
11022 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 038 0000
Current Resident
11018 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 039 0000
Current Resident
11014 Fiore Dr
Rancho Cordova, CA 95670-6945

072 2350 040 0000 Current Resident 3347 Lexia Ct Gold River, CA 95670-6944	072 2350 041 0000 Current Resident 3348 Lexia Ct Rancho Cordova, CA 95670-6944	072 2350 042 0000 Current Resident 3344 Lexia Ct Rancho Cordova, CA 95670-6944
072 2350 043 0000 Current Resident 3340 Lexia Ct Rancho Cordova, CA 95670-6944	072 2350 044 0000 Current Resident 2729 Prospect Park Dr #230 Rancho Cordova, CA 95670-6291	072 2350 045 0000 Current Resident Fiore Dr Rancho Cordova, CA 95670
072 2350 046 0000 Current Resident Fiore Dr Rancho Cordova, CA 95670	072 2970 001 0000 Current Resident 11039 International Dr Rancho Cordova, CA 95670-6252	072 2970 002 0000 Current Resident 11037 International Dr Rancho Cordova, CA 95670-6251
072 2970 003 0000 Current Resident 11035 International Dr Rancho Cordova, CA 95670-6251	072 2970 004 0000 Current Resident 11033 International Dr Rancho Cordova, CA 95670-6251	072 2970 005 0000 Current Resident 11031 International Dr Rancho Cordova, CA 95670-6251
072 2970 006 0000 Current Resident 11029 International Dr Rancho Cordova, CA 95670-6251	072 2970 007 0000 Current Resident 11027 International Dr Rancho Cordova, CA 95670-6251	072 2970 008 0000 Current Resident 11025 International Dr Rancho Cordova, CA 95670-6251
072 2970 009 0000 Current Resident 11023 International Dr Rancho Cordova, CA 95670-6251	072 2970 010 0000 Current Resident 11021 International Dr Rancho Cordova, CA 95670-6250	072 2970 011 0000 Current Resident 11019 International Dr Rancho Cordova, CA 95670-6250
072 2970 012 0000 Current Resident 11017 International Dr Rancho Cordova, CA 95670-6250	072 2970 013 0000 Current Resident 11015 International Dr Rancho Cordova, CA 95670-6250	072 2970 014 0000 Current Resident 11013 International Dr Rancho Cordova, CA 95670-6250
072 2970 015 0000 Current Resident 11011 International Dr Rancho Cordova, CA 95670-6250	072 2970 016 0000 Current Resident 11009 International Dr Rancho Cordova, CA 95670-6250	072 2970 029 0000 Current Resident 10900 Stourport Way Rancho Cordova, CA 95670-6248
072 2970 030 0000 Current Resident 10902 Stourport Way Rancho Cordova, CA 95670-6248	072 2970 031 0000 Current Resident 10904 Stourport Way Rancho Cordova, CA 95670-6248	072 2970 032 0000 Current Resident 10906 Stourport Way Rancho Cordova, CA 95670-6248
072 2970 033 0000 Current Resident 10908 Stourport Way Rancho Cordova, CA 95670-6248	072 2970 034 0000 Current Resident 10910 Stourport Way Rancho Cordova, CA 95670-6248	072 2970 035 0000 Current Resident 10912 Stourport Way Gold River, CA 95670-6248

072 2970 036 0000
Current Resident
10914 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 037 0000
Current Resident
10916 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 038 0000
Current Resident
10918 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 039 0000
Current Resident
10920 Stourport Way
Gold River, CA 95670-6248

072 2970 040 0000
Current Resident
10922 Stourport Way
Rancho Cordova, CA 95670-6248

072 2970 065 0000
Current Resident
3148 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 066 0000
Current Resident
3150 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 067 0000
Current Resident
3152 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 068 0000
Current Resident
3154 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 069 0000
Current Resident
3156 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 070 0000
Current Resident
3158 Flagler Way
Rancho Cordova, CA 95670-6258

072 2970 071 0000
Current Resident
3159 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 072 0000
Current Resident
3157 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 073 0000
Current Resident
3155 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 074 0000
Current Resident
3153 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 075 0000
Current Resident
3151 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 076 0000
Current Resident
3149 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 080 0000
Current Resident
3148 Brindley Way
Gold River, CA 95670-6259

072 2970 081 0000
Current Resident
3150 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 082 0000
Current Resident
3152 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 083 0000
Current Resident
3154 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 084 0000
Current Resident
3156 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 085 0000
Current Resident
3158 Brindley Way
Rancho Cordova, CA 95670-6259

072 2970 086 0000
Current Resident
3159 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 087 0000
Current Resident
3157 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 088 0000
Current Resident
3155 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 089 0000
Current Resident
3153 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 090 0000
Current Resident
3151 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 146 0000
Current Resident
3148 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 148 0000
Current Resident
3144 Apperly Way
Rancho Cordova, CA 95670-6269

ATTACHMENT 5

072 2970 149 0000
Current Resident
3142 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 150 0000
Current Resident
3140 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 151 0000
Current Resident
3138 Apperly Way
Rancho Cordova, CA 95670-6269

072 2970 161 0000
Current Resident
3148 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 162 0000
Current Resident
3150 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 163 0000
Current Resident
3152 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 164 0000
Current Resident
3154 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 165 0000
Current Resident
3156 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 166 0000
Current Resident
3158 Lea Sterling Way
Rancho Cordova, CA 95670-6261

072 2970 173 0000
Current Resident
Stourport Way
Rancho Cordova, CA 95670

072 2970 174 0000
Current Resident
Stourport Way
Rancho Cordova, CA 95670

072 2970 177 0000
Current Resident
International Dr
Rancho Cordova, CA 95670

072 2970 201 0000
Current Resident
3149 Mintum Way
Rancho Cordova, CA 95670-6271

072 2970 202 0000
Current Resident
3147 Mintum Way
Rancho Cordova, CA 95670-6271

072 2970 208 0000
Current Resident
3141 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 209 0000
Current Resident
3143 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 211 0000
Current Resident
3147 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2970 212 0000
Current Resident
3149 Rushall Ct
Rancho Cordova, CA 95670-6270

072 2980 004 0000
Current Resident
3244 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 005 0000
Current Resident
3246 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 006 0000
Current Resident
3248 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 007 0000
Current Resident
3250 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 008 0000
Current Resident
3252 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 009 0000
Current Resident
3254 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 010 0000
Current Resident
3256 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 011 0000
Current Resident
3258 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 012 0000
Current Resident
3260 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 013 0000
Current Resident
3262 Prospect Park Dr
Rancho Cordova, CA 95670-6244

072 2980 017 0000
Current Resident
11085 International Dr
Rancho Cordova, CA 95670-6253

072 2980 018 0000
Current Resident
11083 International Dr
Rancho Cordova, CA 95670-6253

072 2980 019 0000
Current Resident
11081 International Dr
Rancho Cordova, CA 95670-6253

072 2980 020 0000
Current Resident
11079 International Dr
Rancho Cordova, CA 95670-6253

072 2980 021 0000
Current Resident
11077 International Dr
Rancho Cordova, CA 95670-6253

072 2980 022 0000
Current Resident
11075 International Dr
Rancho Cordova, CA 95670-6253

072 2980 023 0000
Current Resident
11073 International Dr
Rancho Cordova, CA 95670-6253

072 2980 024 0000
Current Resident
11071 International Dr
Rancho Cordova, CA 95670-6253

072 2980 025 0000
Current Resident
11069 International Dr
Rancho Cordova, CA 95670-6253

072 2980 026 0000
Current Resident
11067 International Dr
Rancho Cordova, CA 95670-6252

072 2980 027 0000
Current Resident
11065 International Dr
Rancho Cordova, CA 95670-6252

072 2980 028 0000
Current Resident
11063 International Dr
Rancho Cordova, CA 95670-6252

072 2980 029 0000
Current Resident
11061 International Dr
Rancho Cordova, CA 95670-6252

072 2980 030 0000
Current Resident
11059 International Dr
Rancho Cordova, CA 95670-6252

072 2980 031 0000
Current Resident
11057 International Dr
Rancho Cordova, CA 95670-6252

072 2980 032 0000
Current Resident
11055 International Dr
Rancho Cordova, CA 95670-6252

072 2980 033 0000
Current Resident
11053 International Dr
Rancho Cordova, CA 95670-6252

072 2980 034 0000
Current Resident
11051 International Dr
Rancho Cordova, CA 95670-6252

072 2980 035 0000
Current Resident
11049 International Dr
Rancho Cordova, CA 95670-6252

072 2980 036 0000
Current Resident
11047 International Dr
Rancho Cordova, CA 95670-6252

072 2980 037 0000
Current Resident
11045 International Dr
Rancho Cordova, CA 95670-6252

072 2980 038 0000
Current Resident
10930 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 039 0000
Current Resident
10932 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 040 0000
Current Resident
10934 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 041 0000
Current Resident
10936 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 042 0000
Current Resident
10938 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 043 0000
Current Resident
10940 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 044 0000
Current Resident
10942 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 045 0000
Current Resident
10944 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 046 0000
Current Resident
10946 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 047 0000
Current Resident
10948 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 048 0000
Current Resident
10950 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 049 0000
Current Resident
10952 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 050 0000
Current Resident
10954 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 051 0000
Current Resident
10956 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 053 0000
Current Resident
10960 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 054 0000
Current Resident
10962 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 055 0000
Current Resident
10964 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 056 0000
Current Resident
10966 Stourport Way
Rancho Cordova, CA 95670-6249

072 2980 057 0000
Current Resident
3163 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 058 0000
Current Resident
3161 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 059 0000
Current Resident
3159 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 060 0000
Current Resident
3157 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 061 0000
Current Resident
3155 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 062 0000
Current Resident
3153 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 063 0000
Current Resident
3151 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 064 0000
Current Resident
3149 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 074 0000
Current Resident
3150 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 075 0000
Current Resident
3152 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 076 0000
Current Resident
3154 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 077 0000
Current Resident
3156 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 078 0000
Current Resident
3158 Noah Blomquist Way
Rancho Cordova, CA 95670-6255

072 2980 079 0000
Current Resident
3159 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 080 0000
Current Resident
3157 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 081 0000
Current Resident
3155 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 083 0000
Current Resident
3151 Flagler Way
Rancho Cordova, CA 95670-6258

072 2980 091 0000
Current Resident
International Dr
Rancho Cordova, CA 95670

072 2980 092 0000
Current Resident
11091 International Dr
Rancho Cordova, CA 95670-6253

072 2980 093 0000
Current Resident
11089 International Dr
Rancho Cordova, CA 95670-6253

072 2980 094 0000
Current Resident
11087 International Dr
Rancho Cordova, CA 95670-6253

072 3050 129 0000
Current Resident
10870 Arrington Dr
Rancho Cordova, CA 95670

072 3050 130 0000
Current Resident
10872 Arrington Dr
Rancho Cordova, CA 95670

ATTACHMENT 5

072 3050 131 0000
Current Resident
10874 Arrington Dr
Rancho Cordova, CA 95670

072 3050 132 0000
Current Resident
10876 Arrington Dr
Rancho Cordova, CA 95670

072 3050 133 0000
Current Resident
10878 Arrington Dr
Rancho Cordova, CA 95670

072 3050 134 0000
Current Resident
10880 Arrington Dr
Rancho Cordova, CA 95670

072 3050 135 0000
Current Resident
10882 Arrington Dr
Rancho Cordova, CA 95670

072 3050 136 0000
Current Resident
10884 Arrington Dr
Rancho Cordova, CA 95670

072 3050 137 0000
Current Resident
10886 Arrington Dr
Rancho Cordova, CA 95670

072 3050 138 0000
Current Resident
10888 Arrington Dr
Rancho Cordova, CA 95670

072 3050 139 0000
Current Resident
10890 Arrington Dr
Rancho Cordova, CA 95670

072 3050 140 0000
Current Resident
10892 Arrington Dr
Rancho Cordova, CA 95670

072 3050 141 0000
Current Resident
10894 Arrington Dr
Rancho Cordova, CA 95670

072 3050 142 0000
Current Resident
3259 Pitkin Way
Rancho Cordova, CA 95670

072 3050 143 0000
Current Resident
3255 Pitkin Way
Rancho Cordova, CA 95670

072 3050 144 0000
Current Resident
3251 Pitkin Way
Rancho Cordova, CA 95670

072 3050 145 0000
Current Resident
3247 Pitkin Way
Rancho Cordova, CA 95670

072 3050 146 0000
Current Resident
3243 Pitkin Way
Rancho Cordova, CA 95670

072 3050 147 0000
Current Resident
3239 Pitkin Way
Rancho Cordova, CA 95670

072 3050 148 0000
Current Resident
3235 Pitkin Way
Rancho Cordova, CA 95670

072 3050 149 0000
Current Resident
3231 Pitkin Way
Rancho Cordova, CA 95670

072 3050 150 0000
Current Resident
10913 Barden Dr
Rancho Cordova, CA 95670

072 3050 151 0000
Current Resident
10909 Barden Dr
Rancho Cordova, CA 95670

072 3050 152 0000
Current Resident
10905 Barden Dr
Rancho Cordova, CA 95670

072 3050 153 0000
Current Resident
10901 Barden Dr
Rancho Cordova, CA 95670

072 3050 154 0000
Current Resident
10900 Merrick Way
Rancho Cordova, CA 95670

072 3050 155 0000
Current Resident
10904 Merrick Way
Rancho Cordova, CA 95670

072 3050 156 0000
Current Resident
10908 Merrick Way
Rancho Cordova, CA 95670

072 3050 157 0000
Current Resident
10912 Merrick Way
Rancho Cordova, CA 95670

072 3050 158 0000
Current Resident
10933 Merrick Way
Rancho Cordova, CA 95670

072 3050 159 0000
Current Resident
10929 Merrick Way
Rancho Cordova, CA 95670

072 3050 160 0000
Current Resident
10925 Merrick Way
Rancho Cordova, CA 95670

ATTACHMENT 5

072 3050 161 0000
Current Resident
10921 Merrick Way
Rancho Cordova, CA 95670

072 3050 162 0000
Current Resident
10917 Merrick Way
Rancho Cordova, CA 95670

072 3050 163 0000
Current Resident
10913 Merrick Way
Rancho Cordova, CA 95670

072 3050 164 0000
Current Resident
10909 Merrick Way
Rancho Cordova, CA 95670

072 3050 165 0000
Current Resident
10905 Merrick Way
Rancho Cordova, CA 95670

072 3050 166 0000
Current Resident
10901 Merrick Way
Rancho Cordova, CA 95670

072 3050 167 0000
Current Resident
3222 Chelmer Way
Rancho Cordova, CA 95670

072 3050 168 0000
Current Resident
3224 Chelmer Way
Rancho Cordova, CA 95670

072 3050 169 0000
Current Resident
3226 Chelmer Way
Rancho Cordova, CA 95670

072 3050 170 0000
Current Resident
3228 Chelmer Way
Rancho Cordova, CA 95670

072 3050 171 0000
Current Resident
3230 Chelmer Way
Rancho Cordova, CA 95670

072 3050 172 0000
Current Resident
3232 Chelmer Way
Rancho Cordova, CA 95670

072 3050 173 0000
Current Resident
3234 Chelmer Way
Rancho Cordova, CA 95670

072 3050 174 0000
Current Resident
3236 Chelmer Way
Rancho Cordova, CA 95670

072 3050 175 0000
Current Resident
3238 Chelmer Way
Rancho Cordova, CA 95670

072 3050 176 0000
Current Resident
3239 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 177 0000
Current Resident
3237 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 178 0000
Current Resident
3235 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 179 0000
Current Resident
3233 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 180 0000
Current Resident
3231 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 181 0000
Current Resident
3229 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 182 0000
Current Resident
3221 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 183 0000
Current Resident
3219 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 184 0000
Current Resident
3217 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 185 0000
Current Resident
3215 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 186 0000
Current Resident
3213 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 187 0000
Current Resident
3211 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 188 0000
Current Resident
11006 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 189 0000
Current Resident
11008 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 190 0000
Current Resident
11010 Bridgeway Dr
Rancho Cordova, CA 95670

ATTACHMENT 5

072 3050 191 0000
Current Resident
11012 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 192 0000
Current Resident
11014 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 193 0000
Current Resident
11016 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 194 0000
Current Resident
11018 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 195 0000
Current Resident
11020 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 196 0000
Current Resident
11022 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 197 0000
Current Resident
11024 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 198 0000
Current Resident
11026 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 199 0000
Current Resident
11028 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 200 0000
Current Resident
11030 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 201 0000
Current Resident
11032 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 202 0000
Current Resident
11034 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 203 0000
Current Resident
11036 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 204 0000
Current Resident
11038 Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 205 0000
Current Resident
Barden Dr
Rancho Cordova, CA 95670

072 3050 206 0000
Current Resident
Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 208 0000
Current Resident
Arrington Dr
Rancho Cordova, CA 95670

072 3050 209 0000
Current Resident
Arrington Dr
Rancho Cordova, CA 95670

072 3050 210 0000
Current Resident
Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 214 0000
Current Resident
Correll Way
Rancho Cordova, CA 95670

072 3050 215 0000
Current Resident
Bridgeway Dr
Rancho Cordova, CA 95670

072 3050 218 0000
Current Resident
Bridgeway Dr
Rancho Cordova, CA 95670



MEMORANDUM

Date: November 30, 2015
To: Jeff Morgan, A.G Spanos Companies
From: Kwasi Donkor & David Robinson, Fehr & Peers
Subject: **Bridgeway Square Apartments Traffic Analysis – 199 Unit Alternative**

RS15-3316

Fehr & Peers has completed a supplemental evaluation for the proposed Bridgeway Square Apartments project in Rancho Cordova, CA. The evaluation addressed comments received from the City of Rancho Cordova related to the following:

- Trip generation comparison of the approved and proposed project site only, using a consistent methodology.
- Analysis of potential impacts to local intersections.
- Review of site access and on-site circulation.

PROPOSED LAND USES

The project site is located in the southwest corner of the Disk Drive/Bridgeway Drive intersection. According to the traffic analysis of the Capital Village Final Supplemental Mitigated Negative Declaration (FSMND) document, the site was previously analyzed as a “live retail” space with a mix of multi-family (43 dwelling units) and retail (24,800 SF) uses. However, the approved Capital Village Special Planning Area (SPA) allows up to 40 dwelling units per acre in addition to ground floor retail and service space.

The proposed project calls for 199 multi-family residences with no retail land uses, which is within the current allowable density of 40 dwelling units per acre under the SPA. Nevertheless, to be conservative, the following analysis compares the trip generation for the proposed project to the previously analyzed project description in the (FSMND). Table 1 compares the proposed land use for the project site to the previously analyzed and approved land use descriptions.

Jeff Morgan
November 30, 2015
Page 2 of 12



Table 1: Land Use Comparison		
Approved ¹	Previously Analyzed ²	Proposed
Up to 204 residential dwelling units (40 du/acre for a 5.12 acre site)	43 multi-family dwelling units	199 multi-family dwelling units
Ground floor retail or service uses	24,800 SF of retail space	
Notes: ¹Capital Village Special Planning Area Handbook, Amended June 8, 2006 ²MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006 Source: Fehr & Peers, 2015		



TRIP GENERATION

The trip generation estimate for the previously analyzed land uses was based on *Trip Generation* (7th Edition, Institute of Transportation Engineers, 2003). The proposed land use trip generation estimate was developed using *Trip Generation* (9th Edition, Institute of Transportation Engineers, 2012). However, the Apartment (220) land use category trip rates remained unchanged from the 7th edition and are consistent with the previous analysis.

The *Manual* is the most widely used industry resource for this type of data. The trip generation data are organized by land use types, with more than 170 different categories of land uses. For each category, the *Manual* provides a data set for use in estimating the number of vehicle and person trips generated by a site based on its characteristics such as physical size or intensity.

Trips may be estimated by direction (entering or exiting the site), and for time periods typically pertaining to a full day (weekday or weekend), peak periods of the adjacent roadway, and peak hours of the particular land use. Used properly, the *Trip Generation Manual* provides an objective basis for estimating trips generated by a proposed development.

Internalization estimates for the proposed land use were also derived from the previous traffic analysis to maintain consistency.

Table 2 displays the previously analyzed project's weekday AM and PM peak hour trip generation. The project was reported to generate 48 gross trips during the AM peak hour and 136 gross trips during the PM peak hour. Gross trips represent the total volume entering/exiting the project site and include both new trips generated by the project as well as pass-by trips that enter/exit the project site en route to a different primary destination. After accounting for internal trips (trips that remain within the Capital Village mixed-use site) and pass-by trips, the project would generate 40 new external trips during the AM peak hour and 86 new external trips during the PM peak hour.

Jeff Morgan
November 30, 2015
Page 4 of 12



Table 2: Trip Generation for Previously Analyzed Land Use

Table 2: Trip Generation for Previously Analyzed Land Use									
Land Use	Quantity	Trip Rate ¹		AM Peak Hour Trips			PM Peak Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Retail	24.8 KSF ²	1.03	4.40	16	10	26	52	57	109
		Internal Trips		-2	-1	-3	-7	-11	-18
		Pass-by Trips		-2	-1	-3	-14	-14	-28
		Net External Trips		12	8	20	31	32	63
Multi-family Residential	43 DU ³	0.51	0.62	4	18	22	18	9	27
		Internal Trips		-1	-1	-2	-3	-1	-4
		Net External Trips		3	17	20	15	8	23
Total Trip Generation				20	28	48	70	66	136
Total Internal Trips				-3	-2	-5	-10	-12	-22
Total Net External Trips				17	26	43	60	54	114
Total Pass-by Trips				-2	-1	-3	-14	-14	-28
Total Net New External Trips				15	25	40	46	40	86
Notes: ¹ Trip Rates, internalization percentages, and pass-by percentages derived from Tables 4 & 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006 ² KSF - 1000 square feet ³ DU - Dwelling Units Source: Fehr & Peers, 2015									

Table 3 displays the proposed project's weekday AM and PM peak hour trip generation. The proposed project would generate 101 gross trips during the AM peak hour and 123 gross trips during the PM peak hour. After accounting for internal trips, the project would generate 94 new external trips during the AM peak hour and 105 new external trips during the PM peak hour.

Therefore, the proposed project would result in an increase of 54 trips in the AM peak hour and 19 trips in the PM peak hour (see Table 4) when compared to the previously analyzed land use.

Jeff Morgan
November 30, 2015
Page 5 of 12



Table 3: Trip Generation for Proposed Land Use

Land Use	Quantity	Trip Rate ¹		AM Peak Hour Trips			PM Peak Hour Trips		
		AM	PM	In	Out	Total	In	Out	Total
Multi-family Residential	199 DU ²	0.51	0.62	20	81	101	80	43	123
		Internal Trips ³		-3	-4	-7	-12	-6	-18
Total Net New External Trips				17	77	94	68	37	105

Notes:

¹Trip rates based on Apartment (220) land use category published in Trip Generation (Institute of Transportation Engineers, 2012)

²DU - Dwelling Units

³Internalization percentages were derived from Table 5 in MRO Engineers, Inc., Revised Supplemental Traffic Analysis/Trip Generation Comparison Capital Village Retail Center - Rancho Cordova, California, February 6, 2006

Source: Fehr & Peers, 2015

Table 4: Trip Generation Comparison

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Previously Analyzed	15	25	40	46	40	86
Proposed	17	77	94	68	37	105
<i>Difference</i>	+2	+52	+54	+22	-3	+19
Source: Fehr & Peers, 2015						

INTERSECTION ANALYSIS

To evaluate the effect of the proposed land use change on intersections near the project site, we performed an analysis that included the following steps:

Step 1 Identified study intersections by performing a select zone analysis using the regional SACMET travel forecasting model. The study intersections selected are listed below:

- White Rock Road / Zinfandel Drive
- White Rock Road / Data Drive
- Data Drive / Zinfandel Drive
- Data Drive / Disk Drive
- Disk Drive / Bridgeway Drive

Jeff Morgan
November 30, 2015
Page 6 of 12



- Step 2 Collected existing AM (7:00-9:00) and PM (4:00-6:00) peak period intersection turning movement counts at the study intersections in summer, 2015. Because schools were on summer recess, we developed a seasonal factor adjustment using counts collected in analogous areas while schools were in session. The intersection counts were increased by 5% to account for the influence of school-related traffic.
- Step 3 Analyzed existing traffic operations at the study intersections using procedures and methodologies contained in the Highway Capacity Manual (Transportation Research Board, 2010) for calculating delay at intersections. These methodologies were applied using the Synchro/Simtraffic software package (Version 8). The level of service results are reported in Table 6 below. The White Rock Road / Zinfandel Drive intersection is the only study intersection operating unacceptably.

Level of service is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. In general, LOS A represents free-flow conditions with no congestion, and LOS F represents severe congestion and delay under stop-and-go conditions. Table 5 displays the average delay ranges associated with each LOS category for signalized and unsignalized intersections.

Table 5: Intersection Level of Service Criteria			
Level of Service	Description	Average Control Delay (seconds per vehicle) ¹	
		Signalized Intersections ²	Unsignalized Intersections ³
A	Represents free flow. Individual users are virtually unaffected by others in the traffic stream.	≤ 10	≤ 10
B	Stable flow, but the presence of other users in the traffic stream begins to be noticeable.	> 10 to 20	> 10 to 15
C	Stable flow, but the operation of individual users becomes significantly affected by interactions with others in the traffic stream.	> 20 to 35	> 15 to 25
D	Represents high-density, but stable flow.	> 35 to 55	> 25 to 35

Jeff Morgan
November 30, 2015
Page 7 of 12



Table 5: Intersection Level of Service Criteria			
Level of Service	Description	Average Control Delay (seconds per vehicle) ¹	
		Signalized Intersections ²	Unsignalized Intersections ³
E	Represents operating conditions at or near the capacity level.	> 55 to 80	> 35 to 50
F	Represents forced or breakdown flow.	> 80	> 50
Notes: ¹ Control delay includes initial deceleration delay, queue move-up time, stopped delay, and acceleration delay based on <i>Highway Capacity Manual</i> (Transportation Research Board, 2010). Delay is reported in seconds per vehicle for the overall intersection. ² Highway Capacity Manual 2010, Chapter 18, Signalized Intersections ³ Highway Capacity Manual 2010, Chapter 20, AWSC Intersections Source: Fehr & Peers, 2015			

Table 6: Intersection Level of Service – Existing Conditions					
Intersection	Control	AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay	LOS
1. White Rock Road / Zinfandel Drive	Signal	26	C	85	F
2. White Rock Road / Data Drive	Signal	21	C	21	C
3. Data Drive / Zinfandel Drive	Signal	14	B	20	C
4. Data Drive / Disk Drive	Signal	9	A	8	A
5. Disk Drive / Bridgeway Drive	SSSC ²	3 (10)	A (A)	2 (11)	A (B)
Notes: ¹ Delay is reported per 2010 HCM methodologies. Average intersection delay, in seconds per vehicle, reported for signal and all-way stop intersections. Worst movement delay, in seconds per vehicle, reported for side-street stop intersections in parenthesis. All results are rounded to the nearest second. ² SSSC = Side-Street Stop Control BOLD type indicates unacceptable operations. Source: Fehr & Peers, 2015					

Jeff Morgan
November 30, 2015
Page 8 of 12



Step 4 Developed trip distribution for the project based on the select zone analysis using the SACMET travel forecasting model and existing turning movement volumes at the Capital Village retail center driveways. It was necessary to develop separate inbound and outbound percentages due to the effects of restricted driveway turning access at the project site. The estimated percentages are summarized in Table 7:

Table 7: Project Trip Distribution		
Directionality	Inbound	Outbound
To/From the north on Zinfandel Drive	58%	52%
To/From the south on Zinfandel Drive	6%	7%
To/From the east on White Rock Road	11%	11%
To/From the west on White Rock Road	6%	5%
To/From the east on Disk Drive	1%	7%
To/From the west on Data Drive (west of Zinfandel)	6%	1%
To/From the east on International Drive	6%	4%
To/From the west on International Drive	6%	13%
Total	100%	100%
Source: Fehr & Peers, 2015		

Step 5 Analyzed traffic operations at the study intersections with the project in place. The level of service results are reported in Table 8 below. The addition of project trips to the roadway network causes changes in delay at the following intersections:

- White Rock Road / Zinfandel Drive – The PM peak hour delay increases by 2 seconds. Although the intersection already operates unacceptably, according to Sacramento County's *Traffic Impact Analysis Guidelines*, July 2004, this is not considered a significant impact because the increase in delay is less than 5 seconds.
- White Rock Road / Data Drive – The PM peak hour delay increases by 1 second. The intersection level of service is unchanged and operates acceptably.
- Data Drive / Zinfandel Drive – Delay increases by 1 second in the AM peak hour and 2 seconds in the PM peak hour. The level of service results are unchanged and the intersection operates acceptably in both time periods.
- Data Drive / Disk Drive – The AM peak hour delay decreases by 1 second. Since intersection delay is calculated as a volume-weighted average of approach

Jeff Morgan
November 30, 2015
Page 9 of 12



delays, the intersection has lower delay under plus project conditions because the project volume was added to an approach with low delay and the other approaches have low volume. Even though additional volume will increase delay on the conflicting approaches, the volume-weighting of the average means that more vehicles traveling with a low delay can decrease the overall average.

Table 8: Intersection Level of Service – Existing & Existing Plus Project Conditions									
Intersection	Control	Existing Conditions				Existing Plus Project Conditions			
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1. White Rock Road / Zinfandel Drive	Signal	26	C	85	F	26	C	87	F
2. White Rock Road / Data Drive	Signal	21	C	21	C	21	C	22	C
3. Data Drive / Zinfandel Drive	Signal	14	B	20	C	15	B	22	C
4. Data Drive / Disk Drive	Signal	9	A	8	A	8	A	8	A
5. Disk Drive / Bridgeway Drive	SSSC ²	3 (10)	A (A)	2 (11)	A (B)	3 (10)	A (A)	2 (11)	A (B)
Notes: ¹ Delay is reported per 2010 HCM methodologies. Average intersection delay, in seconds per vehicle, reported for signal and all-way stop intersections. Worst movement delay, in seconds per vehicle, reported for side-street stop intersections in parenthesis. All results are rounded to the nearest second. ² SSSC = Side-Street Stop Control BOLD type indicates unacceptable operations. Source: Fehr & Peers, 2015									

SITE ACCESS EVALUATION

Fehr & Peers completed a qualitative review of the preliminary site plan (TSD Engineering, Inc., 9/18/2015) shown on Figure 1 to determine if the proposed project access would cause any potential operational or circulation issues near the project site. The project site plan includes two entrances to be constructed along an existing private driveway east of the UC Davis Medical Group building. The primary access would be located just south of the UC Davis Medical Group building while the secondary access would be located to the north, directly across from an existing parking lot. Figure 2 displays the location of the project site and surrounding driveways.



AGENDA ITEM 15.2



Project Site



Figure 2
Project Location & Existing Driveway Locations

Jeff Morgan
November 30, 2015
Page 12 of 12



The following describes our evaluation of elements of the project site.

Cut-through Trips - The existing private driveway (Driveway C) has a north terminus at Data Drive. According to City of Rancho Cordova staff, the private drive/Data Drive intersection will continue to operate with right-in/right-out access. Given the limited access, there is a likelihood that project residents will cut through the existing retail parking lot to access the two other driveways located to the west (Driveways A and B) to turn left onto westbound Data Drive.

Existing counts at the two driveways show 30 vehicles in the AM and 80 in the PM peak hours turn left onto Data Drive. According to our trip generation and distribution estimates, approximately 26% (20) and 24% (9) of outbound trips would turn left onto Data Drive in the AM and PM peak hours, respectively. The remaining motorists would travel eastbound on Data Drive to White Rock Road or exit the project site using Capital Village Lane. Table 9 summarizes the number of project trips at the retail driveways.

Table 9: Project Trips at Retail Driveways				
Driveway	AM Peak Hour		PM Peak Hour	
	Inbound	Outbound	Inbound	Outbound
A	2	8	4	3
B	2	12	11	6
C	12	35	47	18
Total	16	55	62	27
Source: Fehr & Peers, 2015				

Recommendation – Given the magnitude of potential cut-through travel (20 and 9 trips in the AM and PM peak hours, respectively), consider signage to direct residents to the right-in/right out driveway.

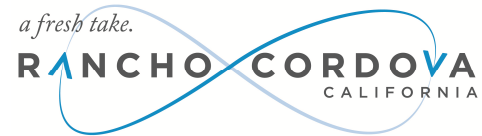
MEMORANDUM

DATE: May 18, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **DISCUSS PROPOSED HIGH DENSITY HOUSING PROJECT ON A VACANT PARCEL WITHIN WITH CAPITAL VILLAGE SPECIAL PLANNING AREA**



PROJECT:	New High Density Housing project within Capital Village
FILE:	A formal application is pending.
LOCATION:	Southwest of the intersection of Bridgeway Drive and Disk Drive.
APN:	072-0680-072-0000
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDED ACTION

Provide preliminary direction to staff and project proponents regarding this proposed project.

RESULT OF RECOMMENDED ACTION

No formal action is requested of Council at this time. Council direction will allow the project proponents to decide whether they wish to proceed with their application. If Council approval is unlikely, then the applicants might choose to withdraw the project and avoid the expenses associated with the project review.

BACKGROUND

The Planning Department has received significant interest for a new high density residential development (approximately 194 units) to be located south of the intersection of Data Drive and Disk Drive within the Capital Village Special Planning Area (Figure 1). This site was intended for mixed use buildings with underground parking, retail on the ground floor, and residential on the upper floors. While there are few standards for this designation, residential uses were permitted up to 40 units/acre and 150 feet maximum building height. The subject property is bounded by the Data and Disk Drive to the north, Bridgeway Drive and Village Green Park to the east, Capital Village Lane to the south, and existing commercial develop to the west. Approval of this request would require the following entitlements:

- **General Plan Map Amendment:** Amend the land use designation to High Density Residential (HDR) or other designation that would be consistent with the approved Capital Village standard that allows densities up to (40 units/ acre). The high density housing was approved in 2005 as part of the Capital Village project; however the site was changed in 2006 to Downtown Planning Area-Local Town Center (LTC) and Medium Density Residential (MDR) that has a maximum density of (18 units/ acre). Correcting this map error would bring the

ATTACHMENT 7

General Plan map consistent with the approved Special Planning area and Housing Element which projected approximately 200 market rate units for the site (Figure 2).

- **Special Planning Area Amendment:** The project area is zoned “loft” which is consistent with the City’s Commercial Mixed Use (CMU) zone. This would be to allow high density housing (40 units/ acre) as a permitted use instead of just the Loft/Commercial Mixed Use (CMU) with the same density standard.
- **Development Agreement (DA) amendment:** To amend the “permit uses” section to include high density housing instead of just CMU. Staff will need to clarify all fees and maintenance obligations associated with the new multifamily complex.
- **Design Review:** This will be required for the construction of a four-story apartment complex with parking area and landscaping. A traffic report will be required for the submittal.
- **Possible Adjustment Permit (Parking):** Based on the conceptual site plan’s approximate 25% parking deficiency.

FIGURE 1: Location Map (5.18 acres)



POLICY CONSIDERATIONS

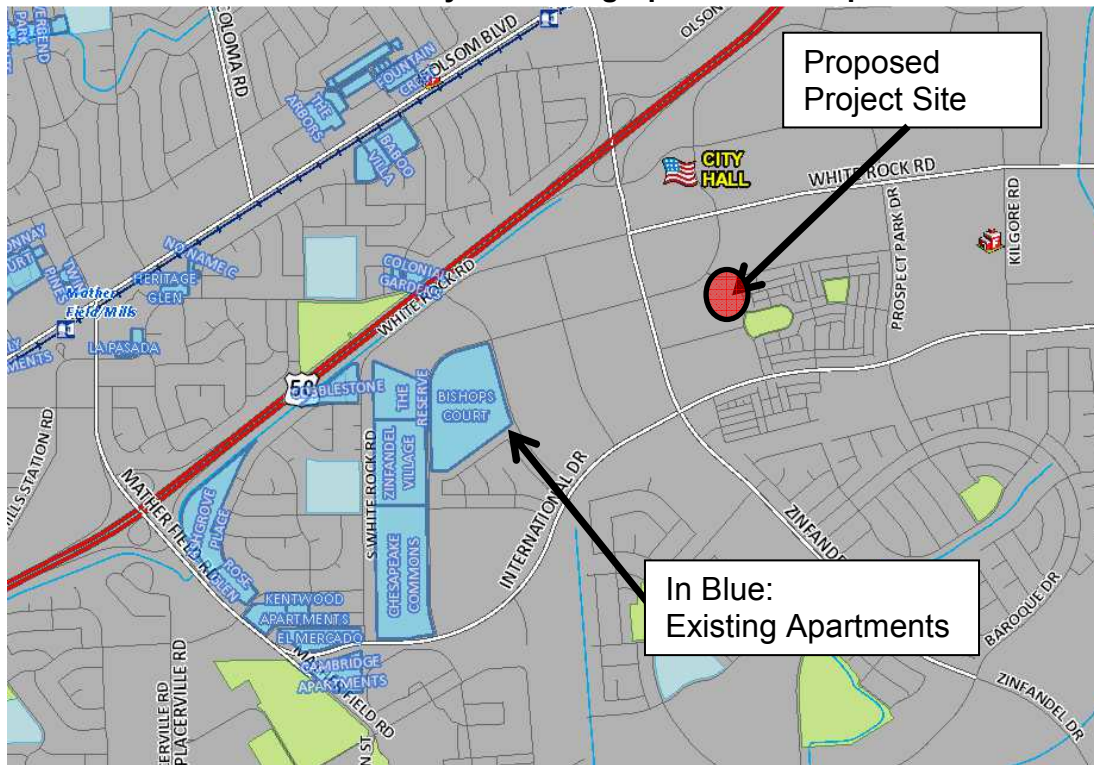
There are a number of factors that merit consideration of a market rate high density residential complex at the proposed location, including:

ATTACHMENT 7

- § The housing element indicates that there is a lack of new high density market rate housing within the City. Is the subject site the appropriate site to meet this need or should staff look into alternative within the City?
- § Does the Council have any issues with the proximity of the proposed high density residential uses next to the existing Village Green Park, existing townhomes, and commercial center located within the City's Downtown Planning Area?
- § Is the loss of the mixed use component something the City Council would support? The applicant (Tom Allen with A.G. Spanos Companies) has indicated that there currently isn't a market for the envisioned mixed use component as the potential for vacant retail and structural design would render the project economically infeasible.
- § Are there any other potential uses currently allowed within the Special Planning Area, that the Council would prefer at the subject location? This could include more single family dwellings, commercial uses, or more similar townhome products.

FIGURE 2: Existing General Plan Designations



FIGURE 3: Proximity of Existing Apartment Complexes

A survey of the existing apartment complexes within the close proximity or the proposed project site is provided as Figure 3. The closest apartment is Bishop Court at half a mile away on Data Drive.

CONCLUSION

This discussion is intended to brief the City Council on the forthcoming application. No formal action is needed at this time. Staff is seeking City Council direction should a formal application be made for the entitlements mentioned above. This item will require the action at a future meeting should the applicant choose to proceed.

ATTACHMENT 8**Capital Village Comment on Conceptual Design****1. Site Plan/landscaping**

- a. Pedestrian linkages throughout the site. This should be clearly defined and link all units to common areas and surrounding uses.
- b. Canopy will not be required for additional covered parking.
- c. Additional landscaping to the parking areas. Staff is looking into the use of diamond landscape planters however the zoning code requires these areas to be a minimum 9ftx19ft.
- d. Enhanced streetscape appeal for parking areas that surrounds the building. This should include wider sidewalks, trees, and drought tolerant landscaping to visually separate the parking area from the pedestrian area, numerous trees and shrubs along the building façade. See examples below. This should match similar improvements made at the Capital Village commercial sites.
- e. Landscaping along data drive will be crucial as this will be the first thing motorist see coming from Hwy 50 to the Date Drive entrance. This should include large trees, shrubs, unique landscape features (rocks, art, ground cover, etc.), possible directional signage, lighting, and pedestrian access/amenities, and possible community art.
- f. The details for club and shared spaces are still needed.

2. Façade:

- a. Color scheme should be more complementary to the surrounding designs. The current color schedule is dark and may not blend in well with the surrounding buildings which are lighter and use more color (see below).
- b. More defined “base” and “cap” layers as defined in our design guidelines. A “base” layer is typically the first floor while the “cap” is the roofline. This is intended to reduce the massing and make the building more pedestrian friendly. While the club house has this, the current apartment plans do not. The dark roofline seems to blend together and does not help define the edges. This could involve breaking up the façade a bit more.
- c. The building entrances should be clearly defined on the façade. This could include a building recess or enhanced trim.
- d. Possibly have more define building edges at major intersections.
- e. Use greater façade projections or define the current projections by using color and material variations like the examples below.

3. Items mentioned at City Council meeting May 18th

- a. The City needs new market rate housing to attract millennials (20-30 year olds)
- b. Residents and council would prefer a commercial development; however a new apartment complex could work for the site should it be designed right and not just another typical apartment complex.
- c. The council would prefer more of a luxury type apartment with quality materials and design. There was concern regarding how the building/design may hold up within 10-20 years.
- d. Residents are concerned with the impacts to their property value.
- e. Traffic and parking concerns will need to be answered.
- f. Council directed staff to proceed with the application; however there will need to be an additional workshop with council/resident interactions.
- g. <http://www.cityofranchocordova.org/Index.aspx?page=356>

ATTACHMENT 8

Proposed Plan:



Apartments - Front Elevation



Clubhouse - Front Elevation



Clubhouse - Rear Elevation

Existing Design Scheme:



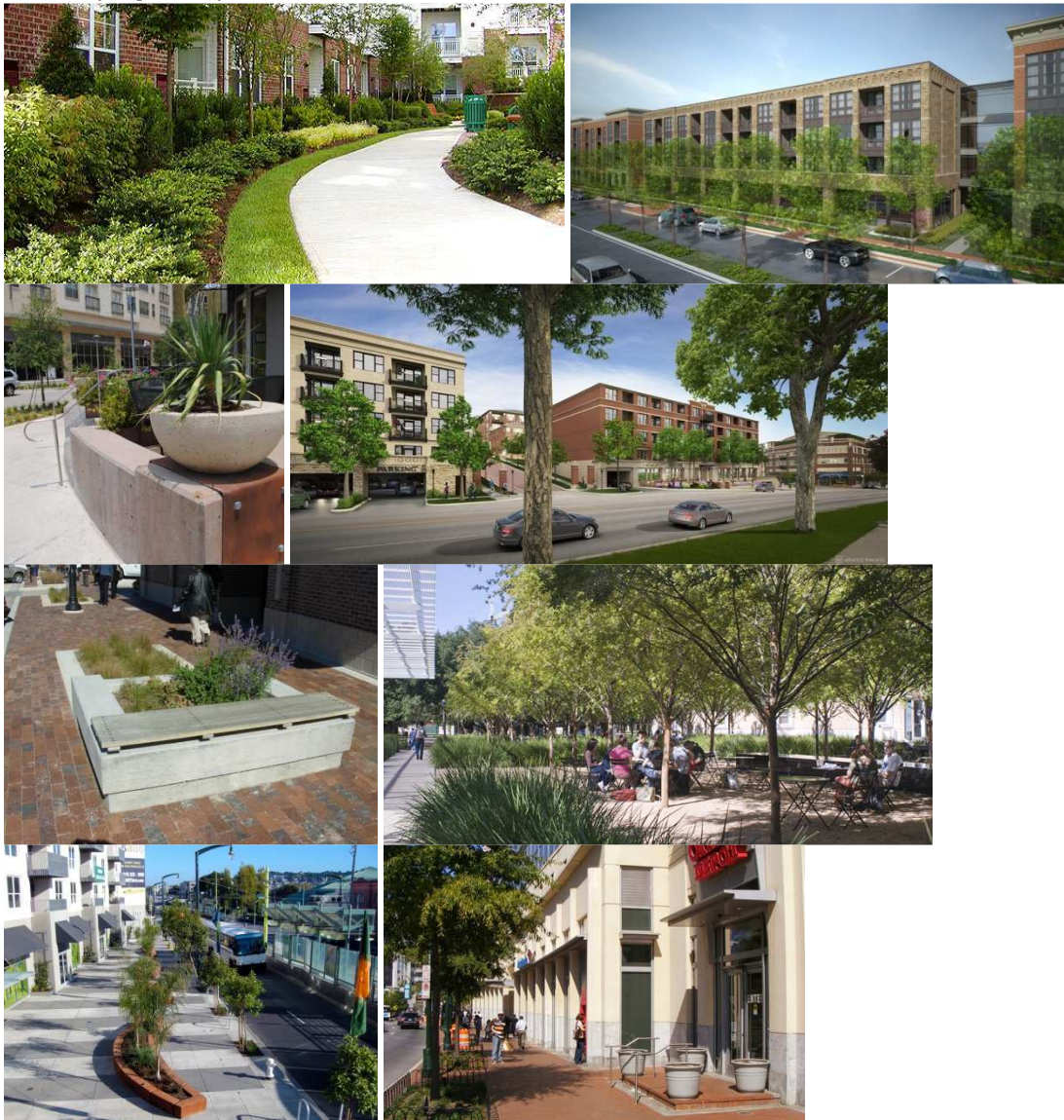
Examples:



ATTACHMENT 8



Landscaping examples:



June 25, 2015

Tom Allen,
V.P. Land Acquisition-A.G. Spanos Companies
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219

Subject: Bridgeway Square Apartments (DD8588) Completeness Review

Dear Mr. Allen:

The City of Rancho Cordova Planning Department has received your application for General Plan, Special Planning Area, and Development Agreement Amendments as well as a Major Design Review and Adjustment to construct a new 4 story 194 unit apartment complex at the southwest corner of Disk Drive and Bridgeway Drive. This project was reviewed by City staff and deemed to have some outstanding issues that will need to be addressed before your project can be considered for final review by the City Council. Please revise your items and resubmit plans with a corresponding response for each of the comments below.

1. General Items:

- A. Public Outreach: In light of the direction provided by City Council at the May 18th meeting, this project will require a public outreach effort prior to final action. Below is the estimated timeline for events prior to scheduling for final consideration.
 - i. Neighborhood Meeting June 23rd 2015:
 - ii. Staff encourages additional meetings with the owners association. This may involve meetings with the business, home owners, and townhome owners association.
- B. Sacramento Metro Fire Department Access: Included in the attached Metro Fire department comment letter is a requirement that all structures 4 stories or higher maintain 30 feet of unobstructed access around any building. Since this requirement may involve a change to the site plan for the club house and housing to the south of the parcel, it is recommended that you continue to work with Metro Fire staff to address this requirement.
- C. Traffic Study: The traffic analysis does not sufficiently define the scope of work and must be updated to reflect the following:
 - i. Please prepare a trip generation analysis that compares the approved land use to the proposed land use for the proposed site only. It is important to use the same methodology for both scenarios.
 - ii. Please update the traffic analysis to evaluate on-site circulation, driveway interactions, and signal performance. Analysis should include, but is not limited to, the Data/Disk signal and any other segments that may be affected by the proposed development. Evaluation of signals on peripheral arterials will not be needed where sufficiently evaluated in the original Capital Village project analysis.



iii. Note that the existing driveway exiting to Data shall remain right in/out only.

This analysis will be required in order for us to complete Public Works' review of the application. If you have any questions please feel free to contact Albert Stricker, P.E. Senior Engineer at (916) 851-8713 or astricker@cityofranhocordova.org

- D. Environmental Review: Based on the approved special planning area and the proposed project staff anticipate the previous environmental review will have to be reassessed to address project specific impacts. Staff should have a determination soon on what environmental process will be necessary.
- E. Design: While the project's design contains architectural elements described in the Capital Village Special Planning Area guidelines, the overall theme does not fit with the surrounding commercial building or townhome housing type. Staff recommends incorporating some the following options that could be used to bring the project into compliance with the adopted Design Guidelines for less compatibility and more pedestrian friendly architecture.

i. Architecture:

- a) The project does not seem to have a design theme that is consistent with the surrounding buildings. The current design seems dark and "lodge" like. Please consider revising the design to be more compatible with the adjacent community.
- b) While the building presents a mix of colors and materials, the elevations should include more horizontal layers to help break up the façade and make the building's massing more human scale. These layers should include a more defined "base" or ground floor layer as well as a more prominent "cap" or roofline feature.
 - "Base"-This could include additional landscaping, architectural amenities, more defined window and door trims, and prominent entrances. The use of landscaping (trees, vines, etc.) can soften and screen while adding a green element to the stucco and tile base.
 - "Cap"-The current roofline silhouette is mostly flat and should be broken up with the use of large cornices, more changes in parapet heights or other techniques. Roofing should be unique and add character and style to the building. Varied roof form as appropriate to the style of the house, such as: hipped roofs, gabled roofs, varying roof pitches, and roof dormers.
- c) The façade lacks architectural features to articulate the space and define the edges. Unless it is not consistent with the proposed design theme, please consider incorporating trims 4 inch or greater to add substantial depth and detail, window boxes, brackets, overhangs, trellises and/or lattice. Upper story units should have clearly defined balconies or decks. This can be achieved by accentuating the depth with the use of more contrast in color and/or material (darker base or railing). The space of these balconies or decks should be large enough to accommodate two chairs and a small table.



Façade Examples (See attached Conceptual Comments for more examples)



Architectural and Landscaping Alternatives for Streetscape



- d) While the current design enhances the streetscape by placing the buildings closer to the right-of-way, a tiered façade may help break up the massing of the 4 story building. This can include a transition in scale for some of the upper unit balconies and patios giving the design a somewhat podium feel while retaining the 4 story design. Staff is not proposing upper unit setbacks, but a somewhat tiered upper level that can help reduce the massing while accentuating the upper unit outdoor space and creating a more human scale street scape.
- e) Design all sides of the building with consistent architectural and façade elements. End units could incorporate architectural elements or changes in color or window articulation facing onto the sidewalks.
- f) The building entrances should be better defined and include weather protection on building facades adjacent to walkways with overhangs, canopies, awnings, and recesses. Strong architectural definitions at the main entrances will attract pedestrians. They should be accentuated from the overall building façade by the use windows within entry doorways, enhanced trim around the doorways, or the use of canopies.

ii. *Site plan and Circulation*

- a) The overall design seems to separate its residents from the surrounding community. The site plan should encourage pedestrian traffic around the complex while visually integrating the residential shared space with the surround businesses and community.
- b) Special paving or change in paving color should be used to alert drivers at pedestrian crossings.
- c) The project should provide vehicular, bicycle, and pedestrian connection to adjacent residential and non-residential developments. These should be clearly marked with the possible use of onsite directional signage to offsite paths and bike storage onsite. Please consider a separate *circulation exhibit* that clearly defines the following:
 - How the required residential open/shared space will connect with the adjacent community. This would include highlighted pedestrian paths and gathering areas.
 - What the impacts on existing circulation patterns will look like (foot traffic to and around the site from the adjacent areas).
 - How bicycle access and parking will be incorporated into the plan. In accordance with zoning code 23.719.115, this project will require long term bicycle parking in the amount of 5 percent of required motorized vehicle spaces for employees/residents. This could include covered, lockable enclosures with permanently anchored racks for bicycles, lockable bicycle rooms with anchored racks and lockers. The plan should show how bicycle parking and circulation will be integrated into the site plan and adjacent area.
- b) Please indicate if and/or how the open space areas near the detention basin will be utilized. The rendering shows pedestrians along this space, but the elevations are not clear if this area will be accessible and/or amenitized.

ii. Landscaping

- a) Landscaping should be provided along/against building facades facing the parking lot, street, or public plaza as a way of anchoring it to the surrounding environment, to soften the appearance of the structure, and to reduce the overall scale and massing of the structure. This can be done through the use of intermittent planter areas, potted plants, climbing vines along planters and building with shrubs at the base, and/or in-ground plantings.
- b) Landscaping treatments should help anchor the corner of buildings, enhance the pedestrian environment, and establish continuity along landscaping corridors. Done well, attention to landscape design and detail will establish project identity.

2. Completeness items

A. *Project Narrative*: This should be revised to include the following items:

- i. Does this project fulfil a current market demand for high density housing (first time home buyers, seniors, etc.)?
- ii. Estimated rents and tenure options (i.e. month to month, year, etc.)
- iii. Amenities for each of the units. This includes parking options, appliances



- iv. Indicate if the shared public area/pool will be open to the public. Possible hours of operation for these areas.
 - B. *Simulations*: Due to the size of the proposed building, staff requires simulations showing the proposed building's size in relation to the surrounding buildings. This simulation should be taken from each of the four corners of the site and be consistent with the elevations.
 - C. *Color and Material Board*: This should reference the elevations and renderings.
 - D. Site Plan and Enhanced Site Plan (Sheet SP-1 and SP-2):
 - i. Indicate how the units will be served by each of the refuse locations. Some of the units along the west of the project site seem too far away from the trash enclosure to be practical.
 - ii. Signage must be consistent with the Capital Village Design Standards. This includes dimension, neighborhood designation, lighting, and landscaping.
 - E. Elevations (Sheet A2.0, A2.1, A2.2, A3.0):
 - i. See design comments #1.E above.
 - ii. Other
 - F. Preliminary Landscape Plan (Sheet pLA-01 and pLA-02):
 - i. Please see the attached Landscaping comments from Cunningham Engineering and Comment #1.E above.
- 3. Other items/Conditions:**
- A. Other Agency Comments: Since the May 20th submittal, the project has been routed. While we are still waiting for comments from all agencies please see the attached responses from the following agencies that have submitted comments/conditions.
 - i. Metro Fire comment letter dated June 8, 2015
 - ii. Sacramento Area Sewer District (SASD) comment letter dated June 5, 2015
 - iii. Cordova Recreation and Parks District (CRPD) will require additional plan check deposit for review. Please see attached.
 - iv. Cunningham Engineering Landscape Peer Review Comments
 - v. Sacramento Metropolitan Air Quality Management District (SMAQMD) comment letter.
 - vi. Golden State Water Company comment letter.
 - B. Draft Conditions of approval: The conditions of approval have not been prepared.
 - C. Development Agreement (DA) Amendment: Staff anticipates the only amendment to the DA will involve the inclusion of "High Density Housing" into the permitted use section. While this may be the only amendment, the project may be subject to updated fees due to the previous analysis only calculating 43 units for the project site versus the site's zoning capacity of 204 units based on 40 units per acre maximum. While staff has yet to finalize what the final impact may be, any fee assessment will have to reflect current project impacts based on the revised unit count.
 - D. Parking: The project includes a request for a parking adjustment to allow for a reduction in required onsite parking. The Adjustment request is within the 30 percent limit established by the Code however; there is concern about how cars in excess of the onsite parking capacity will overflow into the adjacent commercial and residential areas. In support of the Adjustment request, a shared parking agreement between the project and the commercial areas is highly encouraged. It is anticipated that given the location of the entrances into the apartment project,



**ATTACHMENT 9
PLANNING DEPARTMENT**

2729 Prospect Park Drive | Rancho Cordova, CA 95670
Phone: (916) 851-8750 | Fax: (916) 851-8762

persons seeking a parking space will likely look to the commercial parking lot areas first. By putting a shared parking agreement in place, the project will become a seamless part of the Capital Village center and extensive "No Parking" signs and parking conflicts should be avoided.

If you have any questions I can be contacted at mdiaz@cityofranchocordova.org or at my direct phone line 916-851-8754.

Regards,

A handwritten signature in blue ink, appearing to read "Matthew Diaz", is written over a light blue horizontal line.

Matthew Diaz,
Associate Planner

CC: Ken Dorn, Beazer Homes 1731 Roseville Parkway, Suite 140, Roseville, CA 95661

Attachment:

- Comment letters received from May 18 to June 25, 2015.
- Comment on conceptual design based on plans presented to the initial Development Service Team (DST) meeting.





MARK A. WELLS
Fire Chief

Sacramento Metropolitan Fire District

ATTACHMENT 9

393

10545 Armstrong Ave., Suite 310 • Mather, CA 95655 • Phone (916) 859-4330 • Fax (916) 859-3717

June 8, 2015

County of Sacramento
Planning and Community Development
827 Seventh Street, Suite 230
Sacramento, CA. 95814

RE: **Control Number:** **DD8588**
 APN: **072-0680-072**
 Project Name: **Bridgeway Square Apartments**
 Project Location: **Disk Drive and Bridgeway Drive**
 Applicant's Name: **Kelly Kennedy**

NOTE: THE FOLLOWING ITEMS ARE SPECIFIC TO THE STAFF REPORT FOR THIS PROJECT AND REQUIRE SPECIAL ATTENTION:

1. Metro Fire has no additional comments at this time but we recommend that the applicants read our standards for Sprinklers Systems and Access Roads before submitting plans to us. The requirements for a 4 story building change the Components for the Sprinkler System and the location for the Fire Access Road Way.

Applicant: It is highly recommended that specific requirements for your project be obtained from the Fire District during the pre-construction planning stage. Specific requirements for bridges, fire hydrants, entry gates, and access roadways must be clearly understood and complied with. It is advisable to schedule a design review conference with the Fire District to provide any necessary requirement clarification.

If there are no immediate plans for construction or the on-site storage of combustible construction materials, the requirements applicable to construction may be held in abeyance until such time that construction occurs. If this property is sold prior to development, the seller must disclose the above requirements to the buyer.

PRIOR TO APPROVAL OF IMPROVEMENT PLANS

1. Provide fire access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension. The access roadways shall extend to within 150 feet of all portions of the

exterior walls of the first story of any proposed building. ***The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways.***

2. Provide approved fire apparatus turnaround conforming to SMFD Standard 3. Turn-around shall be located within 50 feet of the end of the access roadway.
3. Fire access roadways shall be built to bear a minimum of 75,000 pounds and meet Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project.
4. Provide Fire Lane identification along required fire access. Fire Lane identification shall be in accordance with FPS 3 and California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway width shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads.
5. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to any construction or on-site storage of combustible materials. The minimum required fire flow for the protection of residential developments with an area per building not exceeding 3,600 square feet is 1,000 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration.

Existing "wharf" type fire hydrants do not satisfy hydrant requirements for new construction.

PRIOR TO ISSUANCE OF FINAL BUILDING PERMIT

1. Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.
2. Residential roof coverings shall consist of materials having a minimum Class C rating.

3. Residences located within a high fire hazard severity zone are subject to more stringent requirements that may include wider access roadways, Class A roof coverings, fire sprinklers, and additional clearance from unimproved lands.
4. Gates shall be in accordance with Sacramento County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.

Sacramento Metropolitan Fire District requirements are not to be construed as abrogating more restrictive requirements by other agencies having jurisdiction. Final acceptance is subject to field approval and completion of required tests.

If I may answer any questions or be of any assistance, please feel free to contact me at (916) 851-8933

Sincerely,

Michael Olcese
Fire Inspector II



SACRAMENTO AREA SEWER DISTRICT

SERVING YOU 24/7

June 5, 2015

Matt Diaz
City of Rancho Cordova Planning
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Bridgeway Square Apartments
APN: 072-0680-072
Application No.: DD8588

Dear Mr. Diaz:

Both the Sacramento Area Sewer District (SASD) and the Sacramento Regional County Sanitation District (SRCSD) reviewed the subject documents and have the following comments.

It is noted that the applicant is requesting to construct a new 194 unit (4 story) market rate apartment complex with associated 8,000 square foot club house and resident pool on a undeveloped 5.12 acre parcel. This plan includes a new onsite parking area, landscaping, and pedestrian pathways. The project is located at Southwest corner of Disk Drive and Bridgeway Drive within the City of Rancho Cordova.

SASD Conditions:

- Connection to the SASD sewer system shall be required to the satisfaction of SASD.
- Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.
- In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required. SASD Design Standards apply to any on-site and off-site sewer construction.
- Sewer easements may be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.

Board of Directors

Representing:

County of Sacramento
City of Citrus Heights
City of Elk Grove
City of Folsom
City of Rancho Cordova
City of Sacramento

Prabhakar Somavarapu
District Engineer

Rosemary Clark
Director of Operations

Christoph Dobson
Director of Policy & Planning

Karen Stoyanowski
Director of Internal Services

Joseph Maestretti
Chief Financial Officer

Claudia Goss
Public Affairs Manager

10060 Goethe Road
Sacramento, CA 95827-3553

Tel 916.876.6000

Fax 916.876.6160

www.sacsewer.com

Matt Diaz
June 5, 2015
Page 2

- The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be a responsibility of successors in interest in future land transfers and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete.
- Developing this property will require payment of sewer impact fees to both SASD and SRCSD, in accordance with each District's Ordinances. Applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.

If you have any questions regarding these comments please call me at 916-876-6278, or call Amandeep Singh at 916-876-6296.

Sincerely,

Stephen Moore

Stephen Moore, P.E., M.B.A.
Development Services

Cordova Recreation and Park District (CRPD)

RE: BRIDGEWAY SQUARE APARTMENTS PROJECT EVALUATION COMMENTS

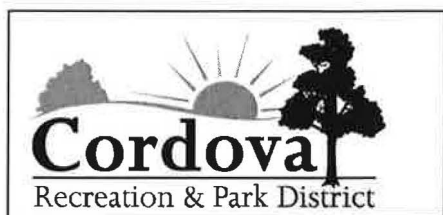
June 9, 2015

Prepared by: Cordova Recreation and Park District
Park Planning and Development Department

Submitted to: Matt Diaz, Planner
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

mdiaz@cityofranhocordova.org
916-851-8756

1. **General Comment Summary:** The Cordova Recreation and Park District is satisfied that the applicant has successfully fulfilled the Quimby requirements for this project development.
2. **Park Development Fees:** Applicant must provide confirmation that they have clear knowledge of the existing Park Development Agreement (PDA) between the District and Beazer Homes. The PDA shall run with the land in which case, this development review will not require an amended PDA.
3. **Fee Collection Process:** It is understood that the park fees will be collected and passed through to the District. This process will be addressed in the DA and therefore will not require an amended Park Development Agreement.



2729 PROSPECT PARK DRIVE #230
RANCHO CORDOVA, CA 95670

DEVELOPMENT REVIEW APPLICATION

Project Review

Type of project:

- | | |
|--|--|
| ☐ General Plan Amendment | ☐ Park Development Agreement |
| ☐ Specific Plan Review | ☐ City/County Development Agreement |
| ☐ Tentative Subdivision Map | ☐ CFD Formation |
| ☐ Tentative Parcel Map | ☐ Other: _____ |
| ☐ Rezone | ☐ Requested Review Date: _____ |

CRPD USE ONLY

Project No: _____

Date submitted: _____

Rec'd by: _____ Deposit: _____

Revised: 5/2/2014

Property Information

Project Name _____

Assessor's Parcel No: _____

Property Address/Location: _____

Contact Information

Property Owner:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
E-mail: _____

Applicant:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____
E-mail: _____

Billing Address:

Name: _____
Contact: _____
Address: _____
City, Zip: _____
Phone: _____
Fax: _____

Review Schedule

Note that a CRPD review period of 30 calendar days is standard procedure. Expedited review requests may be invoiced as overtime and chargeable rates will reflect hourly rates at time and a half. Requests for less than a two week (calendar) review time may be considered an expedited request depending on the size and scope of the request.

Please complete the table below by providing an estimated project schedule by providing estimated dates for project submittals and the date requested for review comments from CRPD.

Submittal Type	Submittal Date	Requested Review Date
Current Submittal		
Future Submittal		

Meeting Acknowledgement

I (We), the Property Owner and Representatives, hereby acknowledge that the Park Planning and Development Department will coordinate a meeting with the Developer to provide an opportunity to discuss the District's proposed conditions of approval (COAs) and resolve any issues, concerns and/or make modifications to the proposed conditions. * I (we) have the option to decline attendance of the meeting in writing and understand that I (we) may not be given the opportunity to request modifications to the conditions of approval once the project has been scheduled for a public hearing. I (We) understand that if a request is made to modify or add a condition(s) of approval once a public hearing is scheduled, the project may be continued to a future hearing date.

Applicant Signature

Date

Property Owner Signature

Date

*This meeting will be scheduled prior to the District's submittal of COAs to the Land Use Authority.

Advanced Funding Agreement

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

- 1) Under penalty of perjury, I certify that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner). _____(Initial)

- 2) Applicant(s) do not have any past-due balances payable to CRPD for an previous project. _____ (Initial)

- 3) I have included all of the required items in hard copy (2 full copies of the same documents submitted to the Land Use Authority) and the same in digital format compatible with Microsoft Office Software and understand that missing items, inaccurate items or misleading items may result in delaying the processing of my application or issuance of an invalid permit; furthermore, all application materials, and **any outstanding balances accrued above the original deposit**, must be submitted/paid prior to a Public Hearing Notice publication by either the Land Use Authority or CRPD. I further acknowledge and agree that by signing this document, I accept the responsibility of posting public site notification boards (inquire with staff) regarding the proposed project at the project site. _____(Initial)

- 4) Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by CRPD and its agents, officers, consultants, independent contractors and employees ("CRPD's Agents") from any and all claims, actions or proceedings against CRPD or CRPD's Agents to attack, set aside, void, or annul an approval by CRPD, or CRPD's Agents concerning the project (collectively "Claim"). CRPD shall promptly notify the Applicant of any Claim and CRPD shall cooperate fully in the defense. Nothing in this paragraph obligates CRPD to defend any Claim and CRPD is not required to pay or perform any settlement arising from any such Claim not defended by CRPD, unless the settlement is approved in writing by CRPD. _____(Initial)

- 5) Applicant(s) acknowledge and agree that the Applicant(s) will fully reimburse CRPD for costs incurred in connection with the Application Process regardless of any action taken by CRPD with respect to the Applicant(s)'s application. Applicant(s) also acknowledge and agree that the Fees (hereinafter "Funds") paid herewith may not be adequate to fully reimburse CRPD for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agrees that there shall always remain on deposit with CRPD sufficient Funds to cover the anticipated costs to be incurred with the Application Process through a Public Hearing Process. In the event, for any reason, a CRPD request for further deposit of Funds from Applicant(s) is not fully satisfied, within fifteen (15) business days CRPD may cease processing of this application and the related project, and record the failure to make the requested deposit of Funds as the Applicant(s)' request to stop processing the application as is herein the legal claim of the title of the property. The applicant(s) is responsible to fully reimburse CRPD for costs incurred in connection with this application regardless of whether CRPD requests additional deposits or stops processing the project. The advance of Funds shall not be dependent upon CRPD's approval or disapproval of the Applicant(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a

CRPD Development Application

result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). _____ (Initial)

- 6) Applicant(s) also acknowledge and agree that the failure to fully reimburse CRPD for costs incurred in connection with the Application Process as provided in this application may result in CRPD placing a lien upon the subject property for the full amount of any outstanding Funds owed to CRPD for processing Applicant(s)'s application. Until all outstanding Funds are paid in full, CRPD may also refuse to process any future applications by the Applicant(s), including applications for unrelated projects. _____ (Initial)
- 7) Applicant(s) acknowledges and agrees that this application is a contract between the Applicant and CRPD and that all obligations are enforceable against the Applicant regardless of the status or outcome of the application process. This application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon CRPD unless reduced to writing and signed by the District Administrator or his/her designee. No course of conduct shall be binding upon CRPD and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____ (Initial)
- 8) No employee, agent, independent contractor or other representative of CRPD, other than CRPD District Administrator or CRPD Park, Planning and Development Manager, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that it/they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____ (Initial)
- 9) This Application shall be a public record. _____ (Initial)
- 10) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____ (Initial)

IT IS SO AGREED:

Applicant Signature

Date

Property Owner Signature

Date

CORDOVA RECREATION AND PARK DISTRICT**LETTER OF AUTHORIZATION**

This form shall serve to notify CRPD that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm _____

Address _____

City/State/Zip _____

Phone _____

Applications: _____

Legal Owners:

I we/are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

Printed Name _____

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

Printed Name _____

Signature _____

Date _____

***A letter signed by the property owner(s) may be submitted in lieu of this form.
The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.***

Cordova Recreation and Park District Deposit Replenishment Policy

Upon submittal of a development application for Project Review services, CRPD shall collect the appropriate deposit(s) for reviews required pursuant to the development review.

When the cost of work performed on any given application reaches 60% of the initial deposit amount, the project manager may review the projects status to determine whether an additional deposit could be required. If a deposit is required, CRPD will contact the applicant to request a Deposit Replenishment in an amount sufficient to complete the project or an amount to be determined by the project manager for large development projects. If the Deposit Replenishment is not received within 15 days, CRPD may stop work on the project and notify the applicant that work will resume when the deposit is received.

Prior to a public hearing notice being sent for a project, or the final decision being made on a non-public hearing item, a final accounting shall be conducted to determine if sufficient funds are on hand to complete the project. If sufficient funds are not on hand, an amount equal to meet the projects budget will be requested from the applicant for project completion.

For projects requiring a Park Development Agreement (PDA), CRPD will collect Funds to reimburse for time spent by CRPD staff and legal counsel developing the PDA. All other expenses related to the PDA will be paid for by the Developer. For any projects with a remaining Park Development Agreement deposit, the deposit may not be refunded until a new deposit has been established with CRPD for the annual PDA compliance review for the project.

I hereby agree to the policy stated above:

Applicant's Signature

Date

Project Name

**LETTER OF TRANSMITTAL**

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

FROM: Megan Romeo
DATE: 18-Jun-15
JOB: Rancho Cordova LS Plan Check
JOB NO: 818
RE: Zinfandel 50 Retail Center

ATTN: Matt Diaz

WE ARE SENDING YOU THE FOLLOWING ITEMS VIA:

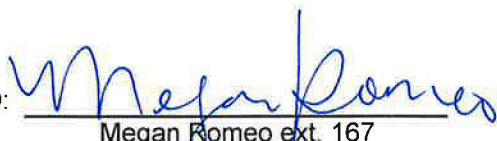
☐ U. S. MAIL	☒ OVERNIGHT	☐ HAND DELIVERY
☐ COURIER	☐ PICKUP @ CEC	☐ BROWNIES

COPIES	DATED	NO.	DESCRIPTION
1	29-May-15	5 sheets	Zinfandel 50 Retail Center Landscape Details & Notes

THESE ARE TRANSMITTED as checked below:

☒ As requested	☐ For your information
☐ For your use	☐ Returned after loan
☐ For review and comment	☐ File copy
☐ For your approval	☐ For processing

REMARKS:**COPY TO:****SIGNED:**


Megan Romeo ext. 167

If enclosures are not as indicated, please notify us at once.



PLANNING DEPARTMENT
 2729 Prospect Park Drive | Rancho Cordova, CA 95670
 Phone: (916) 851-8750 | Fax: (916) 851-8762

DESIGN REVIEW LANDSCAPE PLAN CHECK
City of Rancho Cordova

June 18, 2015

Project: CE155_Zinfandel 50 Retail Center, Rancho Cordova, California
 Project No. 56214.001, CE #155
Reviewed by: Michael Engle, RCLA 4672
Approved by: Aaron Busch, Community Development Director
Comments to: Matt Diaz, Planning Dept.
 City of Rancho Cordova
 2729 Prospect Park Dr.
 Rancho Cordova CA 95670
 916-851-8713

A. Documents upon which this review is based:
 Rancho Cordova Zoning Code and Design Guidelines

Water Efficiency Landscape Ordinance

Sunset Western Garden Book

B. Submittal Review Items:
 Landscape Plans by Michael Shular CRLA 4898, dated May 29, 2015

C. Design Review Comments:

1. Sheet L1 – Landscape Details and Notes

- a. Detail "I" appears to be quite small compared to the rest of the details.
- b. Detail "J" specifies the quantity of emitters per 1, 5, and 15 gallon container. What about 24" box trees that are shown on the planting plan?

2. Sheet L2 – Irrigation Plan

- a. Misspellings on a callout.
- b. Valve call-out key shows that gallons per minute are shown for individual valves but each valve is called out as "drip" in place of the gpm. Suggest calling out what the gpm for each valve is.



PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670

Phone: (916) 851-8750 | Fax: (916) 851-8762

- c. Irrigation point of connection note states that the irrigation system is designed for a maximum flow of 15 gpm. Sheet L3 states that the irrigation system is designed for a maximum flow of 10 gpm. Which one is correct?

3. Sheet L3 – Irrigation Plan

- a. Missing sleeves in various locations on plan.
- b. Recommend fading back parking lot lights.
- c. Misspellings on various callouts.
- d. Valve call-out key shows that gallons per minute are shown for individual valves but each valve is called out as "drip" in place of the gpm. Suggest calling out what the gpm for each valve is.
- e. Irrigation point of connection note states that the irrigation system is designed for a maximum flow of 15 gpm. Sheet L3 states that the irrigation system is designed for a maximum flow of 10 gpm. Which one is correct?

4. Sheet L4 – Planting Plan

- a. Planting note number 6: Should state that the contractor should notify the landscape architect if specified plant material is "unavailable".
- b. Planting note number 6: Misspelling.
- c. Planting note number 9: States root barriers shall be provided for all trees within 10' of any curb and/ or hardscape pavement. On sheet L5, detail "A – Root Barrier Detail" it is stated that root barriers shall be used when trees are 8' or less. Which one is correct?
- d. Recommend showing root barriers on legend and on plan where needed.
- e. Planting note number 10: Recommend mentioning that bark mulch shall be removed 6" from tree and shrub trunks to prevent trunk rot.
- f. Planting note number 12: Recommend noting that the contractor shall use a pre-emergent prior to planting to minimize unwanted weeds.
- g. Planting legend misspelling for Indian Hawthorn.
- h. Shrubs shall be 5 gallon minimum for container size.
- i. Tree and utility line conflicts in various places are shown.
- j. Recommend providing a 1.5' non-planted setback around all parking stalls to prevent damage to vegetation.
- k. Recommend using a different shrub between parking areas. Tuscan blue rosemary can reach up to 6' tall and will become a CEPTED issue.
- l. Add tree and shrub callout and quantities on plan.
- m. Recommend showing an additional sheet for shade calculations showing paved area counted in calculation and individual tree shade values.

PLANNING DEPARTMENT

2729 Prospect Park Drive | Rancho Cordova, CA 95670

Phone: (916) 851-8750 | Fax: (916) 851-8762

5. Sheet L5 – Planting Plan

- a. Detail A - Root Barrier states 8' vs. 10' distance on planting note #9 on sheet L4. Which one is correct?
- b. Recommend specifying a root barrier manufacture and model or type that complies with the City of Rancho Cordova root barrier requirements.
- c. Recommend showing root barriers on legend and on plan where needed.
- d. Recommend providing a 1.5' non planted setback around all parking stalls to prevent damage to vegetation.
- e. Add tree and shrub callout and quantities on plan.
- f. Utility lines are conflicting with trees in numerous places. Maintain a minimum of 5' clearance as stated on plans with a recommendation of 6' clearance if possible.
- g. Parking lot lights are conflicting with trees in numerous places. Maintain a minimum of 10' clearance from any light pole.
- h. It appears that there are bike racks shown on the plan. Are these called out anywhere? How are they mounted?
- i. There is a 15' gap between planters that leads to the existing sidewalk on Zinfandel Drive. Seems a little wide of a path.
- j. There are two dark lines on either side of the 15' gap. What are these?
- k. There appears to be a raised planter on the plans. Is this called out anywhere and are there any details on this?
- l. There appears to be a sign for the Popeyes restaurant that may become lost with the Rhapsiolepis that is proposed along the street side planter. Are the sign dimensions known? Will the sign be visible? May need to replace the Rhapsiolepis with another shrub type.
- m. The City of Rancho Cordova states that drive through planter buffers shall be a minimum of 5' wide. A portion of the planter is shown as 4' wide of planter space and should be widened to comply with City requirements.
- n. The City of Rancho Cordova states that drive through planter buffer vegetation must be a minimum of 3' tall and a maximum of 4' tall to minimize headlamp glare from vehicles and for CEPTED purposes. The rosemary chosen for this area reaches up to 6' tall and will become a CEPTED issue.
- o. The City of Rancho Cordova states that drive through planter buffer vegetation shall not be pruned to prevent headlamp glare from vehicles. It is recommended to replace the proposed deer grass with a different shrub since they are typically cut back once in a while.
- p. The City of Rancho Cordova requires that a parking lot planter island shall be placed at every 10 parking lot stalls. Currently there is a stretch of 17 parking lot stalls without a parking lot planter island.
- q. There are many trees that are shown on the planting plan that will be removed. Have these trees been approved for removal? Are the replacement tree container sizes complying with the City of Rancho Cordova replacement tree schedule?

By performing this review and making the recommendations and/or comments herein, Cunningham Engineering shall not be acting in a manner so as to assume responsibility or liability, in whole or in part, for any aspect of the project Master Plans, proposed design requirements, design criteria, design calculations, construction methods, or the substance or contents of the Plan documents. The review and recommendations as provided herein are to be advisory only to the City of Rancho Cordova and to the Project Design Professionals.



SACRAMENTO METROPOLITAN

Larry Greene
AIR POLLUTION CONTROL OFFICER

June 19, 2015

SENT VIA E-MAIL

Matt Diaz
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Bridgeway Square Apartments

Mr. Diaz,

Thank you for the opportunity to evaluate the Bridgeway Square Apartments. Consistent with the City's Capital Village Special Planning Area (SPA) and town center general plan designation for the property, Capital Village Air Quality Mitigation Plan (AQMP) measures include provisions for a balanced, pedestrian-friendly community. Provisions including mixed uses; pedestrian improvements for multiple and direct street routing; eliminating barriers to pedestrian and bicycle circulation; and access to bicycle facilities.

Pedestrian-friendly design is vital to the project's consistency with the AQMP as well as its town center designation. The project is particularly important to supporting the town center designation, due to its central location between Capital Village's central park and main street areas.

Pedestrian-Friendliness

We commend the placement of parking away from the Capital Village main street and central park areas, and further improvements will make the project fully consistent with the pedestrian friendly designation. We recommend that the project include a pedestrian circulation plan to facilitate this, demonstrating sidewalks, landscaping, tree shading, crossing infrastructure, and other safety and comfort features. Following are provisions to support pedestrian-friendliness and help ensure consistency with relevant designations and measures.

Multiple, direct pedestrian routing is an AQMP measure. The Capital Village SPA contains standards for wide, separated, continuous sidewalks for streets bordering the project. Similar pedestrian infrastructure for the private drive along the west of the

777 12th Street, 3rd Floor ■ Sacramento, CA 95814-1908
916/874-4800 ■ 916/874-4899 fax
www.airquality.org

project would support direct pedestrian routing for the project. Pedestrian connections to the project at existing intersections featuring marked crosswalks with traffic signals as appropriate, and tight corner radii, would also support direct routing.

Building entrances directly onto pedestrian routes, rather than parking lots or automobile routes, support direct pedestrian routes. Currently project entryways are at the sides of buildings between parking lots and sidewalks.

Currently proposed driveways are disconnected from streets leading to the project, such as Wraybury Way. Extending these streets as multimodal connections to the project would create direct pedestrian access supportive of existing pedestrian facilities.

The surface parking lot at the north has potential to be a pedestrian barrier especially due to its size, and eliminating pedestrian barriers is an AQMP measure. Parking design behind buildings and away from street frontage can help minimize parking as a pedestrian barrier if properly designed. Low Impact Development parking lot design benefits air quality, including reducing ground-level ozone, and furthers a healthy, pleasant environment for parking lots, especially important for those interior to a project site (<http://water.epa.gov/polwaste/green/>).

We urge the project proponent to consider applying pedestrian-oriented building frontage and associated pedestrian infrastructure (including wide, separated, continuous sidewalks consistent with SPA standards) to some of the currently proposed parking lot street frontage. Street corner building frontage with associated pedestrian infrastructure is especially important to pedestrian-friendly environments due to its potential for high use and visibility.

Finally, land use projects characterized by various uses on a single site are an AQMP measure. A neighborhood use incorporated into this site would support this measure, and could be a valuable amenity for nearby uses as well as project residents.

Bicycle-Friendliness

The AQMP contains measures stipulating project location within a half mile of Class I or II bicycle routes, in addition to the bicycle parking zoning requirements. We recommend that the project include a bicycle circulation and parking plan to facilitate this, demonstrating connections to Class I and II facilities designated in the City's master bicycle plan.

Building Components and Landscaping

Other AQMP measures call for air quality supportive building features, including air conditioning systems equipped with ozone destruction catalysts, and energy efficiency standards. Further, in addition to Low Impact Development design, we recommend drought-tolerant landscaping for maximum air quality benefit. Efficient water provision is associated with fewer air pollutants, especially during drought conditions.

General Comments

All projects are subject to SMAQMD rules and regulations in effect at the time of construction. The attached document describes SMAQMD Rules which commonly apply to all projects. If you have additional questions or require further assistance, please contact me at mwright@airquality.org or 916-874-4207

Sincerely,

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

Molly Wright
Air Quality Planner / Analyst

Cc: Larry Robinson, Program Coordinator, SMAQMD

SMAQMD Rules & Regulations Statement (revised 3/12)

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

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

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

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

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

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

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

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

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

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



June 19, 2015

Ms. Jessica Jordan
City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**Reference: Comments on Design Review for Application DD85886
Bridgeway Square Apartments
Data Road, Rancho Cordova CA
APN 072-0680-072**

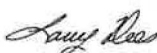
Dear Ms. Jordan:

Thank you for giving Golden State Water Company (GSWC) the opportunity to review and provide comments for the subject project. GSWC has the following comments:

1. GSWC will be able to provide domestic and fire protection water service to this project in compliance with California Public Utilities Commission (CPUC) General Order No. 103 and applicable local requirements.
2. Dependent on project demands and in accordance with CPUC Rule 15, any modifications to the onsite or offsite water systems to accommodate any changes in fire protection requirements or increased water demands will be at the owner's expense.
3. Domestic and fire protection water service will be sized and located after GSWC receives an application for water service from the owner.
4. Easements may need to be granted to GSWC for the water service.
5. No trees within 10 feet of fire hydrants and within GSWC easements.
6. Low-flow water fixtures must be used indoors and drip and micro spray systems must be used for irrigation outside of new constructed homes and buildings.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

 Date:
2015.06.19
13:58:15 -07'00'

Larry Dees, P.E.
Operations Engineer
(805) 349-7407 ext. 114

cc: Paul Schubert, GSWC
Bill McDonald, GSWC

3005 Gold Canal Drive, Rancho Cordova CA 95670
Tel: (916) 853-3600

Capital Village Comment on Conceptual Design

1. Site Plan/landscaping

- a. Pedestrian linkages throughout the site. This should be clearly defined and link all units to common areas and surrounding uses.
- b. Canopy will not be required for additional covered parking.
- c. Additional landscaping to the parking areas. Staff is looking into the use of diamond landscape planters however the zoning code requires these areas to be a minimum 9ftx19ft.
- d. Enhanced streetscape appeal for parking areas that surrounds the building. This should include wider sidewalks, trees, and drought tolerant landscaping to visually separate the parking area from the pedestrian area, numerous trees and shrubs along the building façade. See examples below. This should match similar improvements made at the Capital Village commercial sites.
- e. Landscaping along data drive will be crucial as this will be the first thing motorist see coming from Hwy 50 to the Date Drive entrance. This should include large trees, shrubs, unique landscape features (rocks, art, ground cover, etc.), possible directional signage, lighting, and pedestrian access/amenities, and possible community art.
- f. The details for club and shared spaces are still needed.

2. Façade:

- a. Color scheme should be more complementary to the surrounding designs. The current color schedule is dark and may not blend in well with the surrounding buildings which are lighter and use more color (see below).
- b. More defined "base" and "cap" layers as defined in our design guidelines. A "base" layer is typically the first floor while the "cap" is the roofline. This is intended to reduce the massing and make the building more pedestrian friendly. While the club house has this, the current apartment plans do not. The dark roofline seems to blend together and does not help define the edges. This could involve breaking up the façade a bit more.
- c. The building entrances should be clearly defined on the façade. This could include a building recess or enhanced trim.
- d. Possibly have more define building edges at major intersections.
- e. Use greater façade projections or define the current projections by using color and material variations like the examples below.

3. Items mentioned at City Council meeting May 18th

- a. The City needs new market rate housing to attract millennials (20-30 year olds)
- b. Residents and council would prefer a commercial development; however a new apartment complex could work for the site should it be designed right and not just another typical apartment complex.
- c. The council would prefer more of a luxury type apartment with quality materials and design. There was concern regarding how the building/design may hold up within 10-20 years.
- d. Residents are concerned with the impacts to their property value.
- e. Traffic and parking concerns will need to be answered.
- f. Council directed staff to proceed with the application; however there will need to be an additional workshop with council/resident interactions.
- g. <http://www.cityofranchocordova.org/Index.aspx?page=356>

Proposed Plan:



Apartments - Front Elevation



Clubhouse - Front Elevation



Clubhouse - Rear Elevation

Existing Design Scheme:



Examples:





Landscaping examples:





A.G. Spanos Companies

**NEIGHBORHOOD MEETING FOR THE PROPOSED
Bridgeway Square Apartment at Capital Village**

You are invited to attend a neighborhood meeting with us hosted by Tom Allen (Applicant- A.G. Spanos) and Chris Shultz (TSD Engineering) to discuss a pending proposal for a new luxury 4-story, 194 unit apartment community located at southwest corner of Disk Drive and Bridgeway Drive. Materials will be presented at the meeting while a project description has been included for your reference. The meeting will be held on:

DATE: Tuesday June 23, 2015 from 5:30pm to 7:30pm

LOCATION: Hyatt Place, 10744 Gold Center Drive, Rancho Cordova, CA 95670

The purpose of this meeting is to get preliminary comments from the neighbors regarding the proposed project. After this meeting, we intend to work with City staff to address all of the concerns/comments prior to presenting these at a City Council Work session. A notice will be posted once a time has been selected for the open work session to be held at City Hall.

We are interested in hearing your feedback as all comments should also be directed towards Matt Diaz, Associate Planner as well. He can be reached at 916-851-8754 or by email at mdiaz@cityofranchocordova.org.

Sincerely,

Tom Allen,
V.P. Land Acquisition-A.G. Spanos Companies
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219
(209) 478-7954 - Office
(209) 478-3415 – Fax

Response to Neighborhood Meeting for the Bridgeway Square Apartments

On behalf of Spanos I would like to thank everyone who was able to make the neighborhood meeting on Tuesday June 25, 2015. We have heard a lot of constructive feedback and we will continue to work City staff to address your concerns. Below is a summary of the issues we have received and will hope to have answers for in the following weeks.

Questions brought up since May 2015:

- Aside from the current zoning designation, why did you choose Rancho Cordova? Emerging market, income, etc.? Why can't we include the ground floor retail as outlined in the original Capital Village plan?
- While these will be luxury apartments, what type of amenities will the apartments have? Will these be accessible to the general public?
- The design seems too big and is not consistent with the surrounding townhomes or businesses. Is the developer open to a redesign for a more compatible design? One that would enhance existing pedestrian and bicycle access to and around the site.
- What is the overlay vision for the Capital Village commercial area? It is within the downtown planning area, but what does that mean?
- Why hasn't there been a new grocery store south of Hwy 50? Could this site accommodate a more commercial use or something else (i.e. event center, parking lot, community/dog park)? Area there any alternative sites for these uses and when we will see a new movie theater or bowling alley?
- Will these apartments lower the value of my home? Are there any statistics or data that indicates that it will or won't?
- There is concern about the height of the buildings. What will the visual impacts be on the adjacent townhomes and business? Will the home owners and business owner privacy be lost and is there the possibility of a shadow study or line of sight study that will help determine if the height will be an issue on the surround community?
- There are existing safety issues within the Capital Village community. Will the new apartments increase police calls to the area? Is there anything the project can do to improve crime and negate any unwanted impacts from new tenants?
- Are there examples of similar apartment complexes that you have recently complete in the region? How are they currently maintained and have they had any issues/impacts since they have been constructed in their established in
- Are there alternative locations within the City for this type of high density housing, and if so, would you be agreeable to those? If not, why?
- How will traffic be impacted?
- Will there be any additional impacts on noise, smell? Will their trash pickup impact noise levels in the early morning?
- Will this increases in use of Community Park, and if so, how will you or the City/HOA mitigate any impacts due to increase use?

- How will the bridge and detention basin be maintained due to the increases in use?
- Traffic circulation at Data Drive driveway? Right in/out?
- How does this project promote the walkability to/from the retail area?
- How does this project fit in to the vision of the Capital Village Specific Plan mixed use designation? Does the project have to lose the ground floor retail component?
- What is the difference between loft and apartment?
- Bike parking total and location?
- Pedestrian circulation to/from the site?
- Will the balconies be solid or transparent?
- How will the trash enclosures be designed into the site?
- Are there other possible sites in the City that may accommodate the apartment complexes to meet this housing demand?
- What will the benefits be to the surrounding properties?
- What will the project's impact to the existing water system be? Will it have sufficient pressure?
- Will vehicle gates be used?

This list is not meant to be the final list of concerns as any additional comments should also be directed towards Matt Diaz, Associate Planner with the City of Rancho Cordova. He can be reached at 916-851-8754 or by email at mdiaz@cityofranchocordova.org.

Sincerely,

Tom Allen,
V.P. Land Acquisition-A.G. Spanos Companies
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219
(209) 478-7954 - Office
(209) 478-3415 – Fax

Neighborhood Meeting Agenda

Proposed Bridgeway Square Apartments at Capital Village

October 15, 2015

*Please remember to sign the attendance sheet for future updates on the project!

- **6:00 PM: Start of Meeting**
- **6:15 PM: Power Point Presentation**
- **6:30 PM: Questions**
- **7:30 PM: Open discussions**
- **8:00 PM: End of Meeting**

Thank you for your interest in the project and if you have any questions or require more information please feel free to contact Matt Diaz at 916-851-8754 or by email at mdiaz@cityofranchocordova.org

ATTACHMENT 11

Neighborhood Meeting:

Proposed Bridgeway Apartments at Capital Village

October 15, 2015

CHANDLER
RANCHO CORDOVA
COMMUNITY CENTER

@FreshTake.org

Today's Purpose

- Present Revised Project to the surrounding neighborhood.
- Preliminary discussion with residents and business owners.
- Opportunity for community to participate before project presented at a City Council work session scheduled for October 27, 2015.
- Provide input that will assist staff in their review of the project.
- **Questions will be addressed at the end of the presentation.**

CHANDLER
RANCHO CORDOVA
COMMUNITY CENTER

@FreshTake.org

Timeline of Events

- May 18, 2015 the City Council was informed at a public hearing of an impending submittal.
- May 20, 2015 the applicant submitted plans for staff to review.
- June 23, 2015 the applicant hosted a meeting with the residents.
- June 25, 2015 a comment letter from City staff was sent to the applicant regarding design and missing items needed for review.
- July 2015 staff sent a summary items of
- September 18, 2015 the applicant resubmitted plans to address staff's and the residential comments.

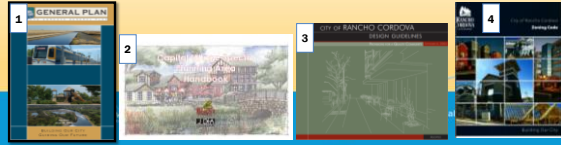
CHANDLER
RANCHO CORDOVA
COMMUNITY CENTER

@FreshTake.org

ATTACHMENT 11

Documents Uses for Staff's Review

1. **General Plan:** *Adopted in 2006*
 - Adherence to Overall City Vision
2. **Capital Village Special Planning Area:** *Adopted 2005*
 - Specific land use (Mixed Use) and previous environmental review
3. **City's Design Guidelines:** *Adopted 2005*
 - Site planning and Architecture
4. **Zoning Code Title 23:**
 - Parking, Landscaping, Amenities, etc.



Aerial of Subject Properties



Existing Conditions



Proposed Project

- Approximately 194 market rate units
- 4-stories with no retail
- “tuck” under garages and parking at the center of the complex
- Club House for residents.
- Would require approval by the City Council prior to construction

City of
RANCHO CORDOVA
California

@FreshTake.org

Entitlements Required

- General Plan Map Amendment
 - Amend error General Plan map
- Special Planning Area Amendment
 - To allow HDR by-right instead of just CMU
- Development Agreement (DA) Amendment
 - To allow HDR as a permitted multifamily use
- Design Review
- Adjustment Permit (Parking)

City of
RANCHO CORDOVA
California

@FreshTake.org

Comments Heard from the Last Meeting

Response to Neighborhood Meeting for the Ridgecrest Apartment Apartments

In total of 10 items I would like to thank everyone who was able to make the neighborhood meeting on Tuesday, June 23, 2015. We have heard a lot of constructive feedback and are understanding to want the staff to address your concerns. Below is a summary of the issues we have received and will hope to have answers for in the following weeks.

Questions directly addressed below:

- Aside from the current zoning designations, why did you choose Rancho Cordova? (existing market, income, etc.) Why can't we include the ground floor retail as outlined in the original Capital Village plan?
- While there will be luxury apartments, what type of amenities will the apartments have? Will there be a swimming pool?
- The design seems too big and is not consistent with the surrounding businesses in business. Is the design specific to a village for a more complete design? One that would address existing pedestrian and bicycle access to and around the city.
- What is the parking ratio for the Capital Village community and it is within the downtown planning area, but what does that mean?
- Why don't there have a more private front yard? How will this site accommodate a more commercial use or something else (a retail center, parking lot, community park)? Are there any alternative ideas for these uses and what can we do to improve them or building along?
- Will these apartments lower the value of any homes? Are there any statistics or data that indicates that it will or won't?
- There is concern about the height of the building. What will the visual impacts be on the adjacent businesses and business? Will the home owners and business owner privacy be lost and is there the possibility of a shadow study or line of sight study that will help determine if the height will be in line with the surrounding community? Will the new apartments increase traffic into the area? Is there anything the project can do to improve them and improve any potential impacts that are feared?
- Are there examples of similar apartment complexes that are more recently completed in the neighborhood that are currently operational and have they had any complaints since they have been constructed or been established?
- Are there alternative building within the City for the type of high density housing, and if so, would you be open to them? If not, why?
- How will traffic be impacted?
- Will there be any additional impacts on noise, smell? Will there be any impact on noise levels in the early morning?

- How will the bridge and detention basin be maintained due to the increase in cost?
- Traffic congestion at Date Drive driveway? Right of way?
- How does the project promote the walkability to/from the retail area?
- How does the project fit in to the vision of the Capital Village Specific Plan mixed use designation? Does the project have to lose the ground floor retail component?
- What is the difference between left and right of way?
- How parking total and location?
- Pedestrian connections to/from the site?
- Will the balconies be solid or transparent?
- How will the trash enclosures be designed into the site?
- Are there other possible sites in the City that may accommodate the apartment complexes to meet the housing demand?
- What will the benefits be to the surrounding properties?
- What will the project's impact to the existing water system be? Will it have sufficient pressure?
- Will vehicle gates be used?

This list is not meant to be the final list of concerns or any additional comments should also be directed towards Matt Deal, Associate Planner with the City of Rancho Cordova. He can be reached at 925-855-8754 or by email at matt.deal@cityofrc.org.

Sincerely,

Tom Allen,
City of Rancho Cordova
20200 Trinity Parkway, 3rd Floor
Rancho Cordova, CA 95729
(925) 875-7000 (Office)
(925) 875-3633 – Fax

City of
RANCHO CORDOVA
California

@FreshTake.org

ATTACHMENT 11

Main Comments Discussed

- What is/was the proposed use for the site?
- Will this be low income or luxury apartments?
- How will the design be consistent with the surrounding townhomes, tower, or businesses?
- How will traffic be impacted?
- Could this site accommodate other uses?
- Will these apartments lower the value of my home?
- Is there anything the project can do to improve crime and negate any unwanted impacts from new tenants?

CHARTER
RANCHO CORDOVA
CALIFORNIA

@FreshTake.org

Main Comments Discussed-Continued

- Area there any alternative sites ?
- Will there be any additional impacts on noise, smell?
- Will this increases in use of Community Park, and if so, how will you or the City/HOA mitigate any impacts due to increase use?
- Are there other possible sites in the City that may accommodate the apartment complexes to meet this housing demand?
- What will the benefits be to the surrounding properties?

CHARTER
RANCHO CORDOVA
CALIFORNIA

@FreshTake.org

Regulatory Background

- Subject property is located within the "Loft" designation that functions much like the CMU zoning district.
- Land Uses are governed by the Capital Village Special Planning Area plan approved in 2005.

CHARTER
RANCHO CORDOVA
CALIFORNIA

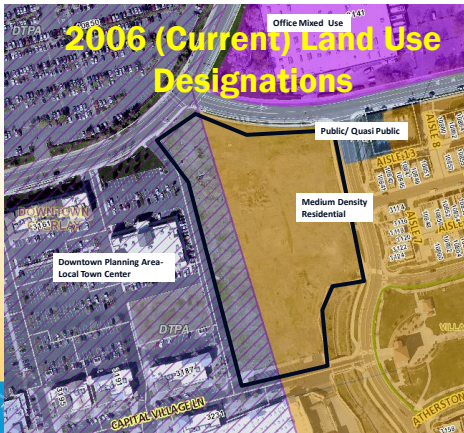
@FreshTake.org

ATTACHMENT 11

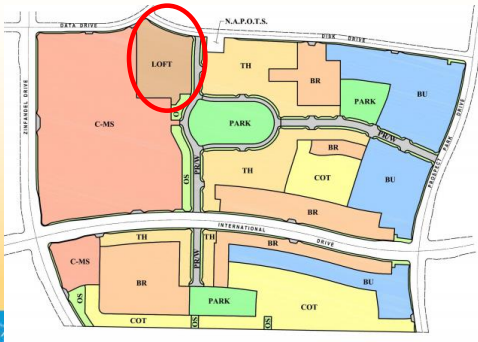
2005 Land Use Designations



2006 (Current) Land Use Designations



2005 (Existing) Zoning



“Loft” Zoning Standards

- Mixed Use Allowed: Density up to 40units/ac
- Ground floor retail and podium design encouraged
- Structure parking strongly encouraged.
- Maximum building height of 150 feet.
- Parking 2 covered spaces per unit and 0.1 guest spaces per unit. Guest spaces may be uncovered.
- Residential units were to include at least 43 live-work units.

capital
RANCHO CORDOVA
CALIFORNIA

@FreshTake.org

Conceptual Architecture



capital
RANCHO CORDOVA
CALIFORNIA

@FreshTake.org

Revised Design

- The internal drive aisles have been extended to address the fire departments concerns for access.
- The trash enclosures have moved away from Bridgeway Drive and are located between two of the main structures.
- Design amendments have made to make the building elevations more compatible with existing Capital Village designs (residential and commercial).
- A traffic study has been completed.
- Additional details have been included regarding the circulation and onsite amenities.
- A lighting study has been submitted.

capital
RANCHO CORDOVA
CALIFORNIA

@FreshTake.org

ATTACHMENT 11

Site Plan



Revised Elevations

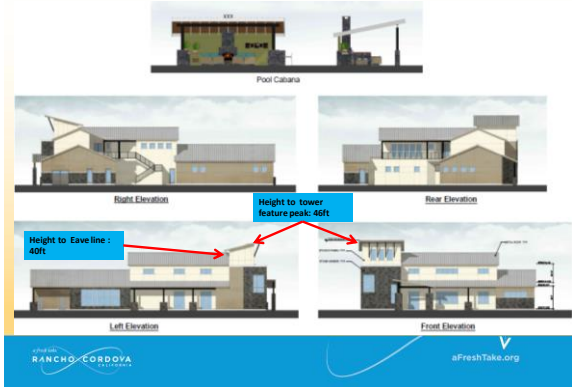


Revised Elevations



ATTACHMENT 11

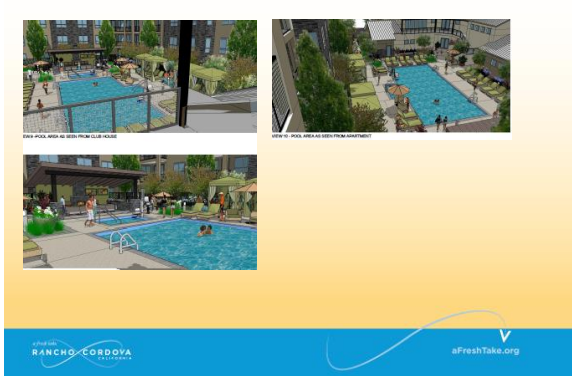
Club House and Pool Cabana



Visualizations- Main Buildings



Visualizations- Pool and Cabana Area

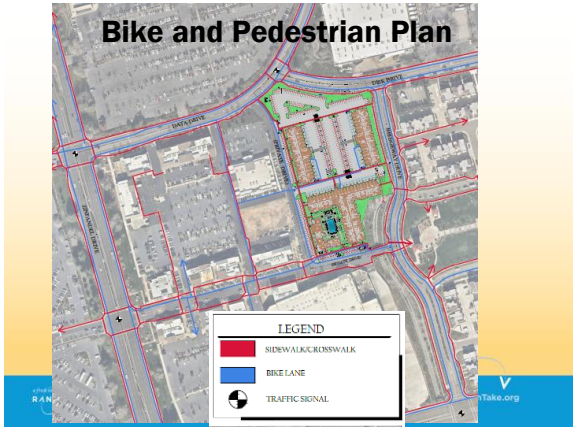


ATTACHMENT 11

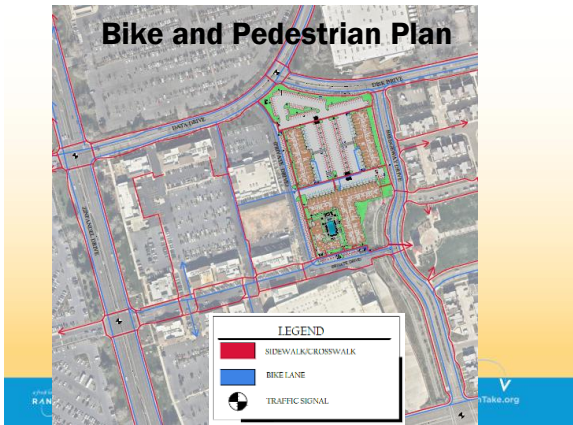
Visualizations



Bike and Pedestrian Plan



Bike and Pedestrian Plan



ATTACHMENT 11



Proposed Amenities

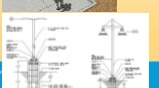
Unit Amenities:

- Elevators
- Audible Intrusion Alarms
- Gourmet Kitchen with Island
- Nine and Ten-foot Ceilings
- Designer Cabinetry
- Side-by-Side Refrigerators with Ice Makers
- Luxurious Garden Tubs
- Multi-Cycle Dishwashers
- Built-in Microwave Ovens
- Granite Countertops in Kitchens and Vanities

Community Amenities:

- 24-Hour State of the Art Fitness Center and Yoga Room
- Large Salt Water Racoon-Style Pool and Spa with Tanning Deck
- Poolside Cabana with Outdoor Fireplace, BBQ, and Kitchen Amenities
- Spectacular Chubbhouse with Game Room featuring Billiards and Shuffleboard, Rooftop Terrace, E-Lounge Caffe, Gourmet Kitchens & Media Room with a Large Screen and Gaming Console

- Ceiling Fans in Bedrooms and Living Rooms
- Full Size Washer and Dryer
- Stainless Steel Kitchen Appliances
- Glass Doors to Large Balconies
- Central Heating and Air Conditioning
- Modern LED Lighting
- Fiber Optic Service
- Simulated Wood Flooring
- Crown Molding
- Wire Shelving



Cross section of Site



ATTACHMENT 11

Next Steps

- Future City Council work session scheduled for October 27, 2015
 - Intent is to introduce the City Council to the design.
 - Assess proposed project and any issues that need to be resolved.
- Future City Council Meeting- T.B.D.

CHARTER
RANCHO CORDOVA
SCHOOL DISTRICT

@FreshTake.org

Questions??

CHARTER
RANCHO CORDOVA
SCHOOL DISTRICT

@FreshTake.org

Proposed Bridgeway Square Apartment Project

Frequently Asked Questions (FAQs)

The following questions were raised during the project applicant's meeting held on June 23, 2015.

Why Rancho Cordova and what amenities will it offer?

- Why did you choose Rancho Cordova? Emerging market, income, etc.?
Response (Applicant): Multi-Family housing has not been built in Rancho Cordova in Twelve years, but most are Twenty years or older. Not many cities have an Urban In-Fill opportunity that is available at this site.
- While these will be luxury apartments, what type of amenities will the apartments have? Will these be accessible to the general public?
Response (Applicant): See Unit and site Amenities handout mentioned within the Power Point Presentation.
- Will Spanos manage or will there be a management company? If so is there a contact so we can reach out and possible receive a typical management plan for tenants?
Response (Applicant): Spanos will provide Property Management. A contact list will be provided.
- Are there examples of similar apartment complexes that you have recently completed in the region? How they are currently maintained and have they had any issues/impacts since they have been constructed in their established in areas?
Response: We have not built in the Sacramento area for many years. We have recently completed garden style projects in Solano and Sonoma Counties. The proposed project will be a unique urban style, with a high percentage of small studios and one bedrooms and no three bedrooms. The four story buildings will be elevator served.

Zoning and Land Use

- What is the current zoning for the site?
Response (City): The site is a part of the Capital Village community plan that was approved in 2005. The zoning for the site is "loft" which is intended to accommodate a mix use project with a maximum height of 150 feet and residential density's up to 40 units per acre. There have been proposals for other uses since 2005 that would require the same process for review; however, those projects have since withdrawn or were relocated to other areas of the City.
- Why hasn't there been a new grocery store south of Hwy 50? Could this site accommodate a more commercial use or something else (i.e. event center, parking lot, community/dog park)? Area there any alternative sites for these uses and when we will see a new movie theater or bowling alley?

Response (City): The subject property is not currently zoned to accommodate a grocery store use or an office or commercial use. The current “loft” zoning accommodates mixed use with high density residential and live work loft units. Any proposed rezone which would request commercial, office, or entertainment use would require City Council approval.

- Are there alternative locations within the City for this type of high density housing, and if so, would you be agreeable to those? If not, why?

Response (City): Most of the zones that could accommodate similar densities are for existing communities approved by Sacramento County. While all of the City’s Specific Plans (Rio Del Oro, Suncreek) are required to provide some form of high density housing, those will not be available for some time. There are some additional sites within the Sunridge Specific Plan near the Anatolia community that may accommodate higher than average densities; however the proper infrastructure would need to be in place prior to any proposal for those areas.

Design

- The design seems too big and is not consistent with the surrounding townhomes or businesses. Is the developer open to a redesign for a more compatible design? One that would enhance existing pedestrian and bicycle access to a maximum.

Response (Applicant): The proposed project complies with The Capitol Village Special Planning Area which allows building height up to 150 feet. The proposed project has four story buildings that will not exceed 56 feet.

- There is concern about the height of the buildings. What will the visual impacts be on the adjacent townhomes and businesses? Will the home owners and business owner privacy be lost and is there the possibility of a shadow study or line of sight study that will help determine if the height will be an issue on the surround community?

Response (Applicant): See above

- How does this project promote the walkability to/from the retail area?

Response (Applicant): The project allows pedestrians and bicycles accessibility through the project via three routes.

- Will there be enough parking?

Response (Applicant): Rancho Cordova’s requirement for multi-family is based on a project that is approximately 40% one bedrooms and 60% two and three bedrooms. This proposed project will have 65% studios and one bedroom units and 35% two bedrooms only. Therefore the tenants will have fewer cars. Combined with the fact that we anticipate several renters will walk and bike to work and shopping, therefore the need for parking will be reduced.

Potential Impacts

- How will traffic be impacted?

Response (City): A traffic study was prepared by the applicant to analyze the generated traffic. Although additional trips will be generated by the development, no significant impacts were identified by the study.

- Criminal Activity and Improvements: There are existing safety issues within the Capital Village community. Will the new apartments increase police calls to the area? Is there anything the project can do to improve crime and negate any unwanted impacts from new tenants?

Response (City): Planning has been in contact with the police department. While overall crime reports seem to indicate a slight decrease in the area, there have been some incidences regarding car and home burglaries within the commercial and residential areas. The planning department is working on onsite improvements that could include security measures to manage onsite issues. For offsite issues involving the park, townhomes, and single family homes, planning will work with the Police department and HOAs to create a list of strategies to improve safety within the community. These measures could include additional security lighting, security systems, management plan, or additional security guards. Planning would continue the involvement with landmark and would discuss offsite improvements at the following HOA meetings to be approved by the residents.

- Will there be any additional impacts or studies for noise, smell, etc.?

Response (City): The original Mitigated Negative Declaration for the Capital Village project included an acoustical analysis that provided mitigation measures to reduce all noise impacts to a less than significant level. Mitigation measure MM 11.2 along with the City's Noise element and zoning code will require rooftop parapets contain shielding and will not be visible from the street. The reason that further noise analysis was not conducted for the proposed project is that the traffic study determined that the proposed project would only result in 52 net new vehicle trips in the AM peak hour. This minor increase in project related traffic would not increase noise on the surrounding roadways by 3 decibels, which is the standard threshold for determining noise impacts. For the project site, the previous approval included commercial and residential uses that tend to create more noise than a residential only project.

- Who owns and maintains the parks within Capital Village?

Response (Parks District): The Cordova Recreation and Parks District (CRPD) is an independent government agency responsible for the parks and facilities within the district boundary. Currently, there are two parks within Capital Village - Village Green Park and Renaissance Park. A third park, Cobblestone Park, has been approved for construction in Capital Village Phase 3. If you have any questions or comments, feel free to contact CRPD at (916) 842-3300 or customerservice@crpd.com

- Will this project impact the use of Capital Village parks and how will it affect costs?

Response (Parks District): Yes, increased population in Capital Village will eventually increase the use of the parks. However, the population generated by this project was previously anticipated in the original 2005 Capital Village Community Plan and is consistent with the goals of the plan. The District and the City coordinated the

requirements for this neighborhood to provide better public spaces, including a large, central community park for a variety of community activities. The construction cost of the three Capital Village parks has already been accounted. The project applicant is responsible for paying Development Impact Fees which is dedicated to improvements and construction anywhere within the District boundary per the park development agreement executed in 2006. Current residents will not incur any additional costs and any new residents will contribute their fair share of annual taxes to the Capital Village Communities Facility District.

- How will the bridge and detention basin be maintained due to the increases in use?

Response (City): It is important to understand that the bridge's ownership does not play a part in our review and evaluation of the proposed project. Presently there are access easements on the bridge that permit pedestrian/ automobile access across. The ownership issue pertains primarily to maintenance and future improvement costs of the bridge. The ownership discussion requires City Council approval that is not a part of this process.

Recently, City staff was asked by some residents and members of the HOA to reopen the ownership of the bridge discussion again. However, the City will not proceed forward with any general discussions until the current ownership group reaches consensus of the transfer. The City has been in preliminary discussions with the Home Owners Association for the possibly of taking ownership of the bridge. This ownership would not change any access rights of the bridge, but would transfer the maintenance and future improvement costs to the City instead of the HOA. This item would have to be approved by the HOA and City Council at a future publicly noticed hearing.

I apologize for any miscommunication that has occurred regarding the subject of the bridge and its relationship to the proposed apartment project and we will continue to work with the HOA's representative (Landmark) for future updates on the matter.

- What will the project's impact to the existing water system be? Will it have sufficient pressure?

Response (Golden State Water): The proposed project is consistent with the planned buildout of the Capital Village project. As such, existing water infrastructure included a 12-inch waterline along Bridgeway Drive and an 8-inch waterline through the site that is equipped to handle the water demands of the future residents. The initial reports from Golden State water is that overall water usage for the City have decreased; however, water use design through landscaping and residential use will be monitored similar to the surrounding residential uses. Examples of this could include "Low-flow water fixtures for indoor use, and drip and micro spray systems for outside irrigation will be required."

We are interested in hearing your feedback at the meeting, before the project is presented to the City Council at a future work session. Written comments can be directed towards Matt Diaz, Associate Planner, at 916-851-8754 or by email at mdiaz@cityofranchocordova.org.

RANCHO CORDOVA CITY COUNCIL WORK SESSION FOR THE PROPOSED Bridgeway Square Apartment at Capital Village

The City of Rancho Cordova's City Council will be hosting a work session on the proposed 4-story, 194 unit apartment community located at the southwest corner of Disk Drive and Bridgeway Drive. This will be a work session for discussion of the project as there will be no action for approval or denial. The meeting that will be held on:

DATE: Tuesday, October 27, 2015 from 5:30 pm to 7:00 pm

LOCATION: Rancho Cordova City Hall - American River Room

2729 Prospect Park Drive, Rancho Cordova, CA 95670

The purpose of this meeting is to introduce the revised design, update the City Council on the progress made, and answer some of the questions presented to staff and the applicant. At the conclusion of staff's presentation to the City Councilmembers, members of the public will be allowed a chance to speak before the City Council. Written comments will be shared with the Council and can be directed towards Matt Diaz, Associate Planner, at 916-851-8754 or by email at mdiaz@cityofranhocordova.org.



City Council Work Session Outline

Proposed Bridgeway Square Apartments at Capital Village

October 27, 2015

*Times may be subject to minor changes depending on discussion.

➤ **5:30 PM: Start of Meeting**

➤ **5:35 PM: Background and Power Point Presentation**

** Questions from the City Council can be asked as staff and the applicant proceed through the power point.*

➤ **6:30 PM: Public Comment**

- *This is open to the public.*
- *Residents must submit speaker cards.*
- *Speaking time limited 3 minutes.*

➤ **7:10 PM: Conclusion**

- *Clarify Council's direction on what they expect or require prior to final hearing.*

➤ **7:15 PM: End of Meeting**

MEMORANDUM

DATE: October 27, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: **DISCUSS PROPOSED HIGH DENSITY HOUSING PROJECT ON A VACANT PARCEL WITHIN WITH CAPITAL VILLAGE SPECIAL PLANNING AREA**



PROJECT:	New High Density Housing project within Capital Village
FILE:	DD8588
LOCATION:	Southwest of the intersection of Bridgeway Drive and Disk Drive.
APN:	072-0680-072-0000
PLANNER:	Matthew Diaz, Associate Planner

RECOMMENDED ACTION

Provide preliminary direction to staff and project proponents regarding the proposed project.

RESULT OF RECOMMENDED ACTION

No formal action is requested of Council at this time. Council direction will allow the project proponents to decide how they wish to proceed with their application.

BACKGROUND

The Capital Village Special Planning Area was approved in 2005 and outlined the vision for the mixed use community as well as the development standards and funding mechanisms to achieve that vision. While completion of the community plan was stalled due to the national housing recession, the recent improvement in the economy has led to new construction that would complete the original vision of the 2005 plan. One of the remaining vacant parcels for this community plan is the 5.12 acre (Figure 1) project site zoned "Loft" district. This site was originally intended for mixed use buildings with underground parking, retail on the ground floor, and residential on the upper floors (Figure 2). While there are few design and development standards for this designation, residential uses were permitted up to 40 units/acre with a 150-foot maximum building height. The subject property is bounded by the Data and Disk Drive to the north, Bridgeway Drive and Village Green Park to the east, Capital Village Lane to the south, and existing commercial develop to the west.

On May 18, 2015 staff presented a discussion item to the City Council in anticipation of an impending application for the proposed 194-unit; 4 story market rate housing project. At that meeting, the City Council directed staff to involve the surrounding community to assure any potential concerns or impacts would be addressed prior to presenting a future application to the City Council for

consideration. Since that date, there has been considerable activity associated with the subject property. Below is a brief outline of the events since the initial City Council meeting.

- May 18, 2015: Staff shared the Council's comments about the conceptual project with the applicant.
- May 20, 2015: A formal application was made to the City by AG Spanos for the 194 unit apartment project.
- June 23, 2015: The applicant hosted a neighborhood meeting to introduce the project to the residents and collect feedback on the proposed plan.
- June 25, 2015: City staff provided the applicant a comment letter based on the initial submittal
- July 2015: The applicant provided a summary letter of the issues heard at the June 23rd neighborhood meeting.
- September 18, 2015: The applicant resubmitted plans based on staff's comment letter and the issues heard at the neighborhood meeting.
- October 15, 2015: Staff presented the revised plan to the residents and business community for input and feedback on the project's changes and findings of staff's initial review.
- October 27, 2015: Staff presents the revised plans and summary of the projects review at a City Council work session for comment and direction moving forward.

FIGURE 1: Location Map (5.12 acres)



FIGURE 2: Proposed "Loft" District



ENTITLEMENTS REQUIRED:

Approval of this request would require the following entitlements:

- **General Plan Map Amendment:** Amend the land use designation to High Density Residential (HDR) or other designation that would be consistent with the approved Capital Village standard that allows densities up to (40 units/ acre). The high density housing was approved in 2005 as part of the Capital Village project; however the site was changed in 2006 to Downtown Planning Area-Local Town Center (LTC) and Medium Density Residential (MDR) that has a maximum density of (18 units/ acre). Correcting this map error would bring the General Plan Map consistent with the approved Special Planning Area and Housing Element which projected approximately 200 market rate units for the site (Figure 2).
- **Special Planning Area (SPA) Amendment:** The project area is zoned “loft” which is consistent with the City’s Commercial Mixed Use (CMU) zone. An amendment to the SPA has been proposed to allow high density housing as a permitted use instead of just the Loft/Commercial Mixed Use (CMU) with the same density standard.
- **Development Agreement (DA) amendment:** To amend the “permitted uses” section to include high density housing instead of just CMU. Staff will need to clarify all fees and maintenance obligations associated with the new multifamily complex.
- **Design Review:** This will be required for the construction of a four-story apartment complex with parking area and landscaping. A traffic report has been prepared for the submittal.
- **Adjustment Permit (Parking):** Based on the conceptual site plan’s approximate 25% parking deficiency.

ANALYSIS

Since the project’s submittal staff has worked to address potential project issues raised by the City Council and neighborhood residents. The purpose of this work session is to share the status of the of project with Council relating to the design of the project and how the applicant has addressed concerns raised. Provided below is a discussion of some of the key issues staff is currently working on. While this is not a comprehensive list, this summary is meant to highlight some of the main topics with the project.

Proposed Project

The project site’s current zoning is “Loft” which envisioned a mixed use podium building of up to three to five stories of residential units over one to two stories of structured parking, and ground floor retail, service or other active use (e.g. community room, recreation room, community service facility, etc.). Key design elements for the zoning designation include:

- Architectural features to be placed on all four sides of the building.
- The site shall have direct pedestrian access to commercial properties and will share a service drive with the 2 major retail tenants to the west.
- Buildings in the Loft District may be part of the same building, building complex, share a common wall or may be separated from the proposed building facing Main Street.
- The Loft District design shall be comprised of an urban architectural style that will be compatible with both the Town Home District to the east and the Commercial and Main Street District to the west and south.

In addition to the above design guidelines, the Loft district also has the following design standards.

Design:

While the applicant's initial design contained architectural elements described in the Capital Village Special Planning Area guidelines, the overall theme was not entirely compatible with the surrounding commercial buildings or townhome design. This design issue (along with the other project completeness items) was addressed in the staff comment letter dated June 25, 2015 (**Attachment 3**). Based on those comments, the applicant revised the design and resubmitted plans on September 18, 2015. Figures 4-6 show the revised site plan, main building elevation, and renderings. A complete review of the project site plan and building elevations will be provided by the applicant at the Council work session.

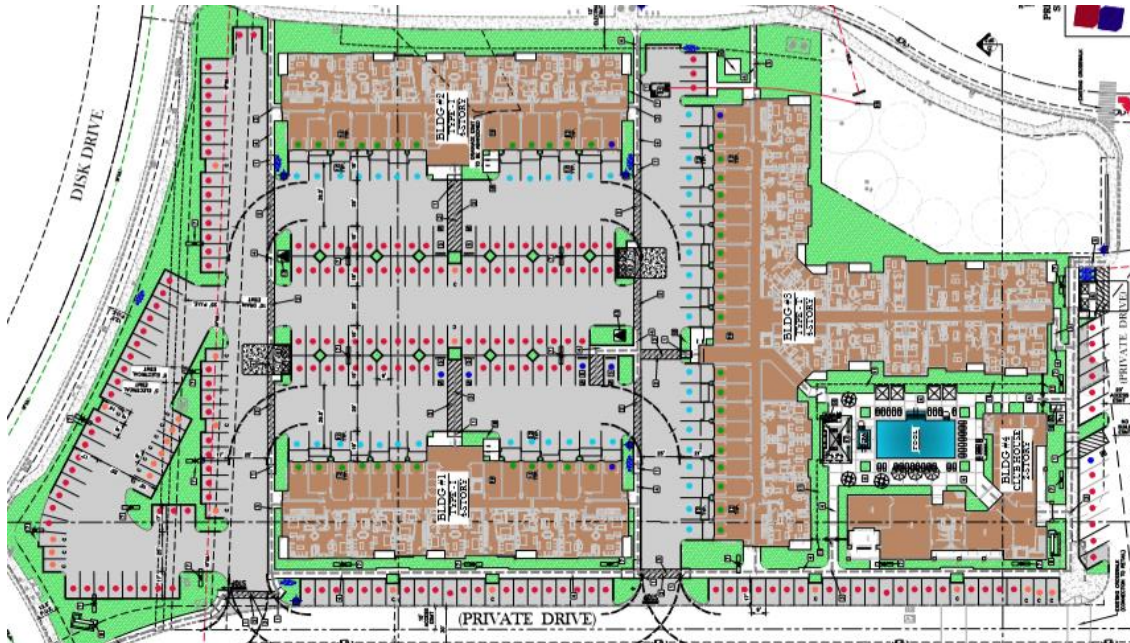
FIGURE 3: Current Site Plan**FIGURE 4: Renderings**

FIGURE 5: Main Building Elevations**TABLE 1: Development Standards**

Subject	Permitted/Required	Proposed	Surrounding
<i>Uses</i>	Commercial Mixed Use with ground floor retail and high density housing	High density housing with no ground floor retail	Commercial and Medium Density Residential
<i>Density</i>	40 units/acre	38 units/acre	15-16 units/acre
<i>Potential Units</i>	204 units	194 units	N/A
<i>Height</i>	150ft Max	56ft (tower), 45ft (roofline)	37ft max (townhomes), 60ft max(commercial)
<i>Parking</i>	408 (covered ground floor/structured) (2 covered per townhome plus 0.1 guests).	312 uncovered and ground floor garages	(3.5 spaces per 1,000 sqft commercial space); (2 covered per townhome plus 0.6 guests).

The “Loft” zoning district also envisioned a mixed use development with ground floor retail and residential densities of up to 40 units per acre and building height of up to 150 feet. The original community plan anticipated a more intense residential and commercial use for the site which is reflected in the initial construction and infrastructure of Capital Village. The proposed project has been routed and reviewed by the necessary departments and agencies.

Housing Need/Market study:

Attachment 7 of this report includes the applicant’s letters of support and reasoning for choosing the specific site for the development of their proposed apartment project. In addition to the information from the applicant, the following General Plan housing policies apply to the proposed project:

- *Policy H.1.2* – Maintain adequate sites that support a range of housing types appropriate for the City’s housing needs, taking into account employment projections, household growth, and the City’s share of regional housing needs.
- *Policy H.1.4* – Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.
- *Policy H.3.1* – Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents.
- *Policy H.4.1* – Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.
- *Regional Housing Needs Allocation (RHNA)*: This involves the state’s housing requirement for Rancho Cordova. As discussed in the City’s Housing Element Appendix A, the project site was estimated to contain 138 market rate units that could be calculated as helping to meet the City’s state housing requirement for market and above market rate housing.

Parks:

There are two existing parks within Capital Village (Village Green Park and Renaissance Park). A third park, Cobblestone Park, has been approved for construction in Capital Village Phase 3. While the project would increase in population and use of the parks, the population generated by this project was previously anticipated in the original 2005 Capital Village Community Plan and is consistent with the goals of the plan. The construction cost of the three Capital Village parks has already been accounted as the applicant will be responsible for paying Development Impact Fees toward improvements and construction. Current residents will not incur any additional costs and any new residents will contribute their fair share of annual taxes to the Capital Village Communities Facility District.

ENVIRONMENTAL REVIEW

City Staff is in the process of preparing a draft addendum to the previously adopted Capital Village Mitigated Negative Declaration. The draft addendum includes an updated traffic study and air quality emissions analysis that quantifies traffic and air quality related impacts. At this time, it is believed that all environmental impacts will be equal or less than previously identified in the Capital Village Mitigated Negative Declaration. This is due in large part to the fact that the proposed project would be subject to the existing Capital Village mitigation measures.

POTENTIAL FISCAL IMPACTS

While the exact fiscal impacts cannot be determined at this time, staff has outlined a variety of different concerns:

▪ *Impact to the surrounding residents:*

The question of impact to property values has been raised by some of the residents. While Staff will continue to research all state and local resources, we have not yet been able to find evidence or studies that indicate there is a direct link to new multifamily housing and decreases in property values. Although there are numerous factors (housing age, stock, lack of infrastructure, etc.) that

can contribute to the loss of property values, new market rate housing by itself, has not been a factor in these findings.

▪ *Impacts to the surrounding businesses:*

As discussed in the applicant's reasoning for proposing the project in Rancho Cordova (**Attachment 7**), they have received a lot of interest from the business community about having multifamily residents in that proximity to the Capital Village commercial center.

CONCLUSION

This discussion is intended to brief the City Council on the review of the proposed project and for staff to receive direction from the City Council as to the next steps of review. No formal action is needed at this time. This item will require the action at a future meeting should the applicant choose to proceed.

ATTACHMENTS:

1. Staff Report to council May 18, 2015
2. Comment letter sent to applicant May 20, 2015
3. Completeness letter sent to applicant on June 25, 2015
4. Applicant summary letter to residents dated July 2015
5. Frequently Asked Questions (FAQ) and power point handout given to residents on October 15, 2015
6. Revised Plans dated September 18, 2015
7. Applicant's market research and letters of support

City Council Work Session:

Proposed Bridgeway Apartments at Capital Village

October 27, 2015

an Equal Opportunity Employer
RANCHO CORDOVA
RESIDENTS

aFreshTake.org

Today's Purpose

- Present Revised Project.
- Update the Council on the status of staff's review.
- Discussion on project related topics.
- Address questions on proposed project.

an Equal Opportunity Employer
RANCHO CORDOVA
RESIDENTS

aFreshTake.org

Timeline of Events

- May 18, 2015 the City Council was informed at a public hearing of an impending submittal.
- May 20, 2015 the applicant submitted plans for staff to review.
- June 23, 2015 the applicant hosted a meeting with the residents.
- June 25, 2015 a comment letter from City staff was sent to the applicant regarding design and missing items needed for review.
- July 2015 The applicant provided a summary letter of the issues heard at the June 23rd neighborhood meeting.
- September 18, 2015 the applicant resubmitted plans to address staff's and the residential comments.
- October 15, 2015 the planning department hosted a meeting with the residents.
- October 27, 2015 the planning department hosted a work session with the City Council.

RANCHO CORDOVA
CALIFORNIA

eFreshTake.org



Existing Conditions



Proposed Project

- Approximately 194 market rate units
- 4-stories with no retail
- Ground floor garages
- Club House for residents

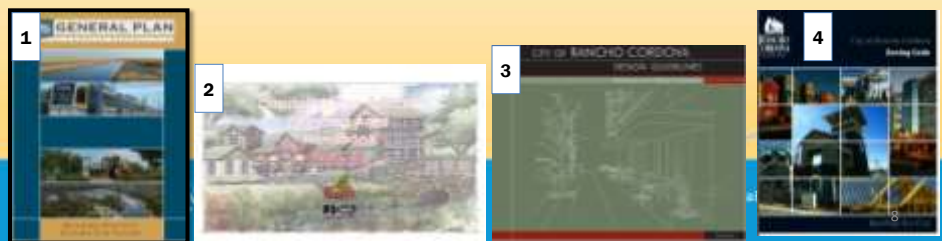
Entitlements Required

- Special Planning Area Amendment
 - To allow HDR by-right instead of just CMU
- Development Agreement (DA) Amendment
 - To allow HDR as a permitted multifamily use
- Design Review
- Adjustment Permit (Parking)



Documents Used for Staff's Review

1. **General Plan:** *As adopted (amended) in March 2006*
 - Adherence to Overall City Vision
2. **Capital Village Special Planning Area:** *Adopted 2005*
 - Specific land use (Mixed Use) and previous environmental review
3. **[as reference] City's Design Guidelines:** *Adopted 2005*
 - Site planning and Architecture
4. **[as reference] Zoning Code Title 23:**
 - Parking, Landscaping, Amenities, etc.



Proposed Project: Main Questions Raised

- Is this consistent with the approved Capital Village Special Planning Area plan?
- Will this lead to impacts to traffic, parks, or parking?
- Are there other locations in the City?
- How does the design fit with the surrounding architecture and design guidelines?
- Need for this type of housing?

RANCHO CORDOVA
CALIFORNIA

aFreshTake.org

2005 (Existing) Zoning



“Loft” Zoning Standards

- Mixed Use Allowed: Density up to 40units/ac
- Ground floor retail and podium design encouraged
- Structure parking strongly encouraged.
- Maximum building height of 150 feet.
- Parking: 2 covered spaces per unit and 0.1 guest spaces per unit. Guest spaces may be uncovered.
- Residential units were to include at least 43 live-work units.



Site Plan



Design Standards

Subject	Permitted/Required	Proposed	Surrounding
Uses	"Loft" zone permits Commercial Mixed Use with ground floor retail and high density housing	High density housing with no ground floor retail	Commercial and Medium Density Residential
Density	40 units/acre	38 units/acre	15-18 units/acre
Potential Units	204 units	194 units	N/A
Height	150ft Max	56ft (tower), 45ft (roofline)	37ft max (townhomes), 60ft max (commercial)
Parking	408 covered ground floor/structured (2 covered per unit, 0.1 guests)	269 uncovered and 43 ground floor garages -312 total (approx. 1.6 per unit))	(3.5 spaces per 1,000 sqft commercial space); (2 covered per townhome plus 0.6 guests).

RANCHO CORDOVA

aFreshTake.org

11

Conceptual Architecture



RANCHO CORDOVA

aFreshTake.org

12

Conceptual Architecture



Conceptual Architecture Style

- Reflects an eclectic use of traditional materials and forms unique to Capital Village.
- Forms, proportions and materials used should create visually pleasing buildings.
- Varying materials and styles to convey that the project was built over time.
- Focal points and view corridors throughout the project.
- Colors should be consistent within the Town Center District. Colors should be used to bring together the materials used throughout the project.

Surrounding Architecture- Townhomes to the East



Surrounding Architecture- Commercial to the West



Surrounding Architecture- Commercial to the South/Main Street



Visualizations



Visualizations- Main Buildings



Visualizations- Pool and Cabana Area



Other Impacts Discussed

- City Staff is in the process of preparing a draft addendum to the previously adopted Capital Village Mitigated Negative Declaration.
- The draft addendum includes an updated traffic study and air quality emissions analysis that quantifies traffic and air quality related impacts.
- At this time, it is believed that all environmental impacts will be equal or less than previously identified in the Capital Village Mitigated Negative Declaration. This is due in large part to the fact that the proposed project would be subject to the existing Capital Village mitigation measures.

RANCHO CORDOVA
CALIFORNIA

aFreshTake.org

23



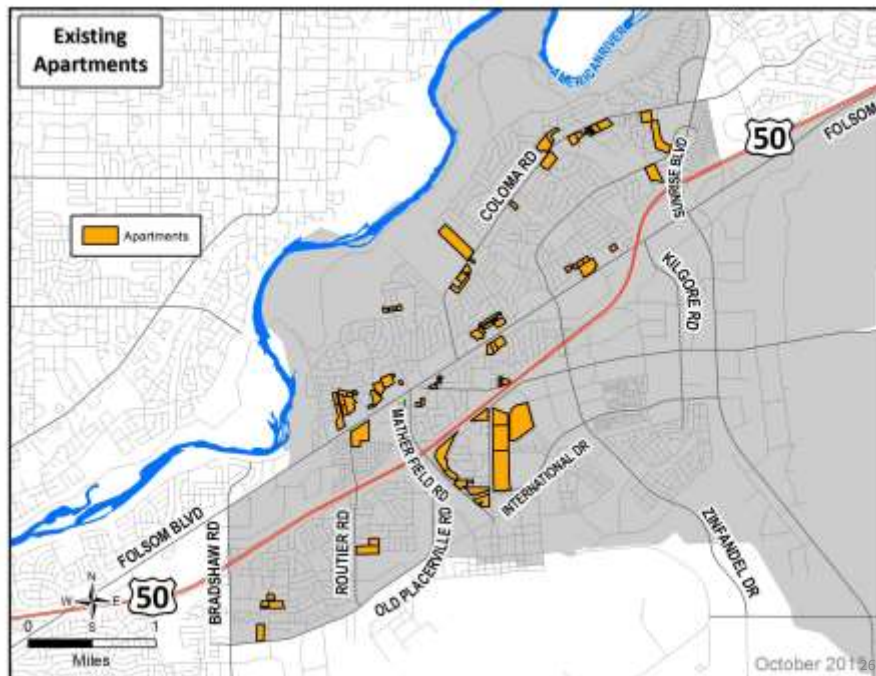
Other Impacts Discussed-Parks

- There are two existing parks (Village Green Park and Renaissance Park) and a third (Cobblestone Park) has been approved for construction.
- While the project would increase in population and use of the parks, the population generated by this project was previously anticipated in the original 2005 Capital Village Community Plan.
- The applicant will be responsible for paying Development Impact Fees toward improvements and construction.
- Current residents will not incur any additional costs and any new residents will contribute their fair share of annual taxes to the Capital Village Communities Facility District.

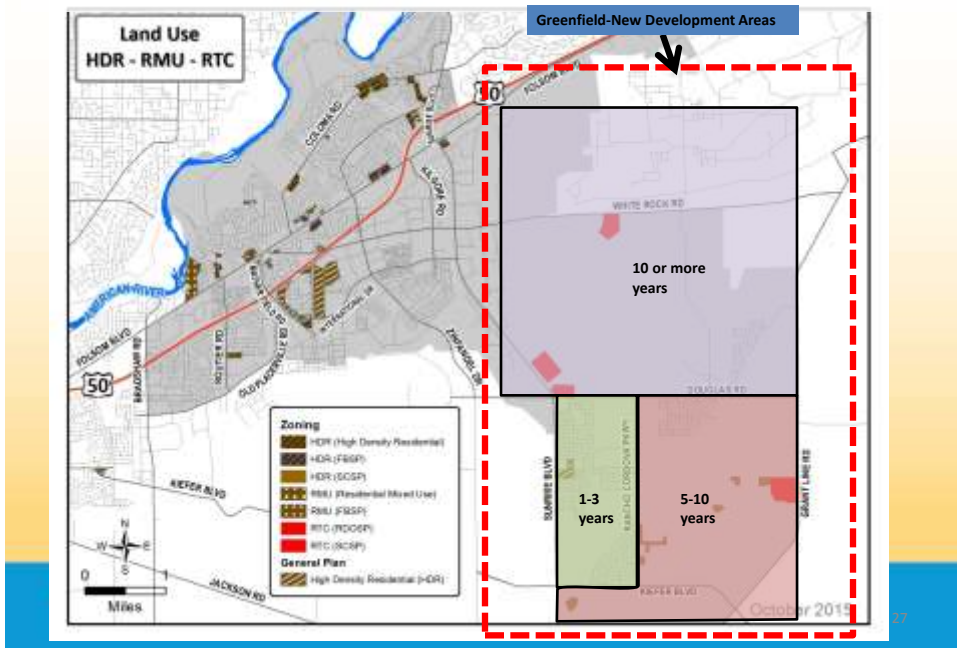
RANCHO CORDOVA
CALIFORNIA

aFreshTake.org

25



Are there other locations in the City?



Need for Housing

The applicant has submitted letters of support as the reasoning for choosing the specific site for the development of their proposed apartment project. These letters include support from:

- *The Chamber of Commerce*
- *Capital Village businesses*

Housing Policies

In addition to the information from the applicant, the following General Plan housing policies apply to the proposed project:

- *Policy H.1.2* – Maintain adequate sites that support a range of housing types appropriate for the City's housing needs, taking into account employment projections, household growth, and the City's share of regional housing needs.
- *Policy H.1.4* – Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.
- *Policy H.3.1* – Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents.
- *Regional Housing Needs Allocation (RHNA)*: The project site was estimated to contain 138 market rate to meet the City's state housing requirement for market and above market rate housing.

Revised Design

- Design amendments have been made to make the building elevations more compatible with existing Capital Village designs (residential and commercial).
- More variety in materials, color, and roofline articulation.
- The internal drive aisles have been extended to address the fire departments concerns for access.
- The trash enclosures have moved away from Bridgeway Drive and are located between two of the main structures.
- A traffic study has been completed.
- Additional details have been included regarding the circulation and onsite amenities.
- A lighting study has been submitted.

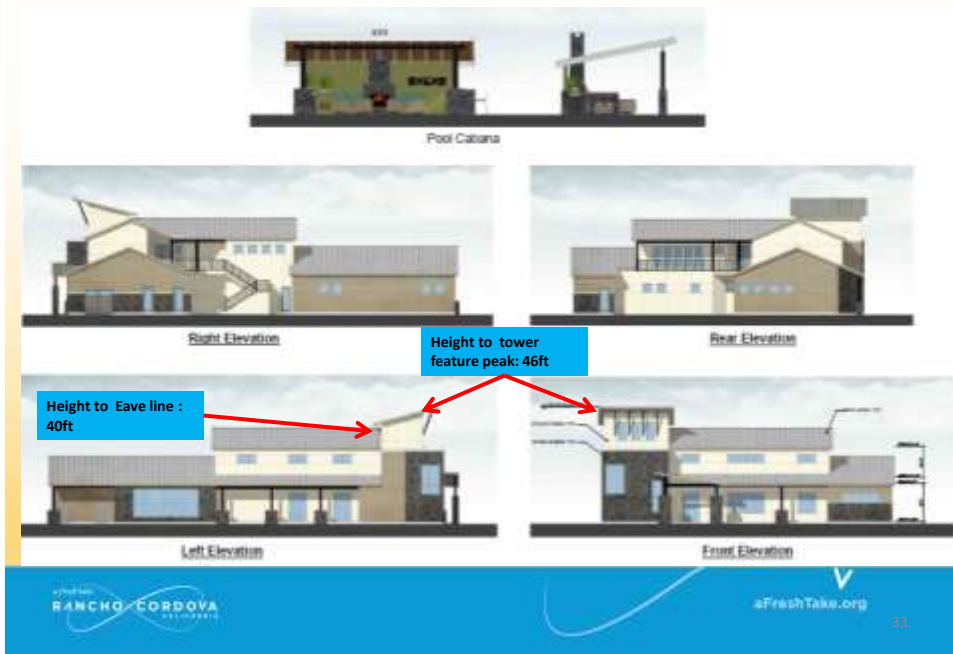
Revised Elevations



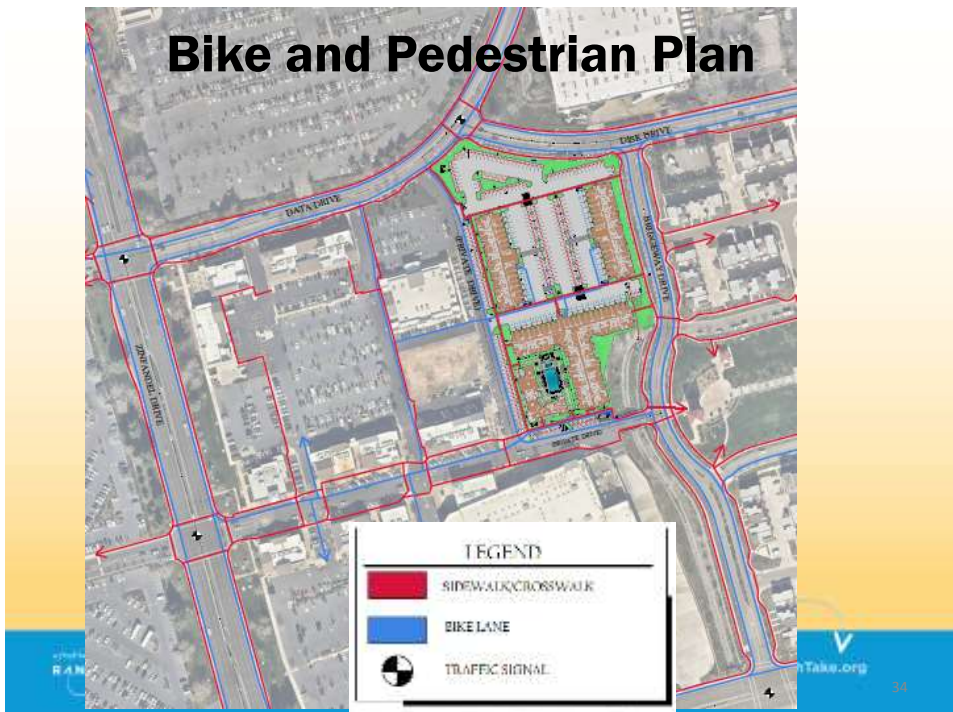
Revised Elevations



Club House and Pool Cabana



Bike and Pedestrian Plan



Cross section of Site



Conclusion

- No formal action is needed at this time.
- The direction given by Council will help staff and the applicant determine the next steps of the review process.
- Future City Council Meeting- T.B.D.

Applicant's Presentation



ATTACHMENT 12



BUILDING AND GROUNDLEVEL PERSPECTIVE



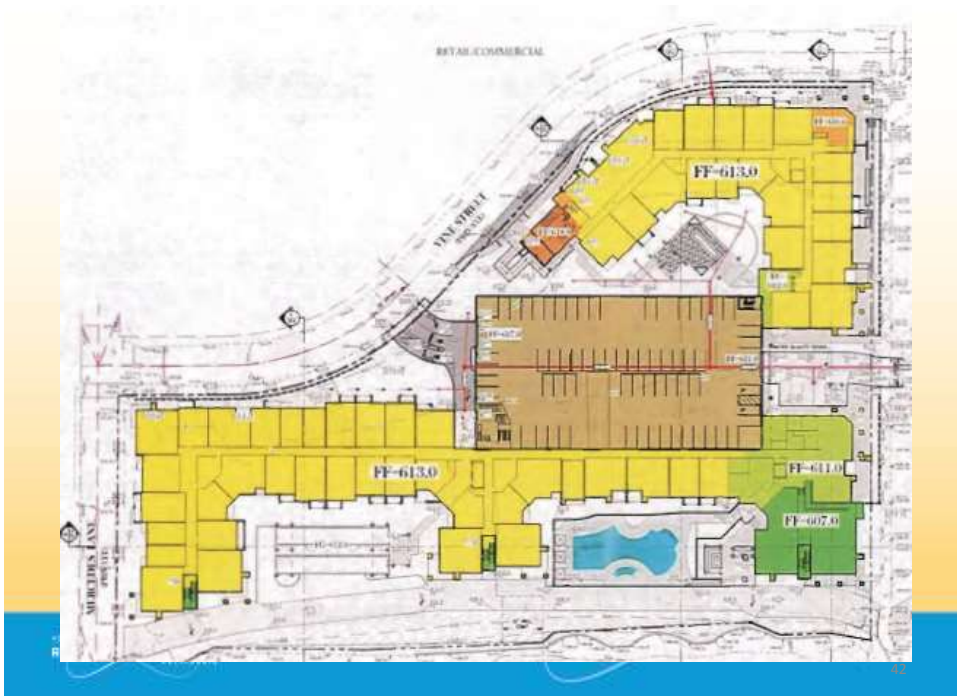
FROM CENTER AND GROUNDLEVEL PERSPECTIVE

EL DORADO HILLS APARTMENTS

10/20/14

PERSPECTIVE

40







AGS
A. G. Spanos Companies

AGS
A. G. Spanos Companies

A family-Owned Business with a Commitment
to Excellence in Every Community We Serve

AGS
A. G. Spanos Companies



Largest Employers in Rancho Cordova

Company Name	# of Employees		
State of California	3,000	Dignity Healthcare	700
Health Net Inc.	2,500	Volcano Corporation	600
Veterans Affairs Medical Center	2,300	BloodSource	500
Vision Service Plan (VSP)	1,900	Progressive Insurance	450
Aerojet/GenCorp	1,600	Sprint Communications	350
Sutter Health	1,400	Cisco Systems	350
Delta Dental	1,300	Teledyne	350
Verizon Wireless	1,000	Motion Control Engineering	300
Franklin Templeton Investor	1,000	Core Logic	200
Bank of America	800	Pearson School	200



Rancho Cordova is Host to Over 20 Large-Scale Companies that Employ Over **20,000** Workers, 5,000 of Which Work within a Mile of the Project.



Residents Will Be Able to Walk to
Work, to Dine & Shop.



Walking & Biking Everywhere Means Fewer Cars on the Road



Easy Access to Light Rail
The Zinfandel Light Rail Station is **Less than a Mile** from the
Luxury Apartment Complex



Luxury Apartment Residents Will Be Good For Local Business
Over 100 Rancho Cordova Businesses & Commercial Office Owners have
Submitted Letters of Support for the Project

ATTACHMENT 12



Bridgeway Square has the Support of the Rancho Cordova Chamber of Commerce





Typical Building Entrance



Unit Amenities

- Elevators
- Audible Intrusion Alarms
- Gourmet Kitchen with Island
- Nine and Ten-foot Ceilings
- Designer Cabinetry
- Side-by-Side Refrigerators with Ice Makers
- Luxurious Garden Tubs
- Multi-Cycle Dishwashers
- Built-in Microwave Ovens
- Granite Countertops in Kitchens and Vanities
- Ceiling Fans in Bedrooms and Living Rooms
- Full Size Washer and Dryer
- Stainless Steel Kitchen Appliances
- Glass Doors to Large Balconies
- Central Heating and Air Conditioning
- Modern LED Lighting
- Fiber Optic Served
- Simulated Wood Flooring
- Crown Molding
- Wire Shelving

Community Amenities

- 24-Hour State of the Art Fitness Center and Yoga Room
- Large Salt Water Resort-Style Pool and Spa with Tanning Deck
- Poolside Cabana with Outdoor Fireplace, BBQ, and Kitchen Amenities
- Spectacular Clubhouse with Game Room featuring Billiards and Shuffleboard, Rooftop Terrace, E-Lounge Café, Gourmet Kitchen & Media Room with a Large Screen and Gaming Console
- Wi-Fi Throughout Common Areas
- Controlled Access Privately Secured
- Internal Bike Storage with Bike Repair Area
- Attached Parking Garages
- Pet Friendly
- Electric Vehicle Charging Stations



A 7,500 Foot Community Club House
Upscale Amenities not Currently Offered in Rancho Cordova

ATTACHMENT 12



Exterior – Leasing Office and Clubhouse



Outdoor Amenities

ATTACHMENT 12



AGS
A. S. Services Companies

Unit Amenities



AGS
A. S. Services Companies

Unit Amenities

ATTACHMENT 12



AGS
A. S. Services Companies

Community Amenities
Clubhouse



AGS
A. S. Services Companies

Large Pool & Spa
On-Site State-of-the-Art Fitness Center

ATTACHMENT 12



AGS
A. S. Services Companies

Bridgeway Square Apartments



AGS
A. S. Services Companies

Existing Structures

ATTACHMENT 12



Proposed Structures



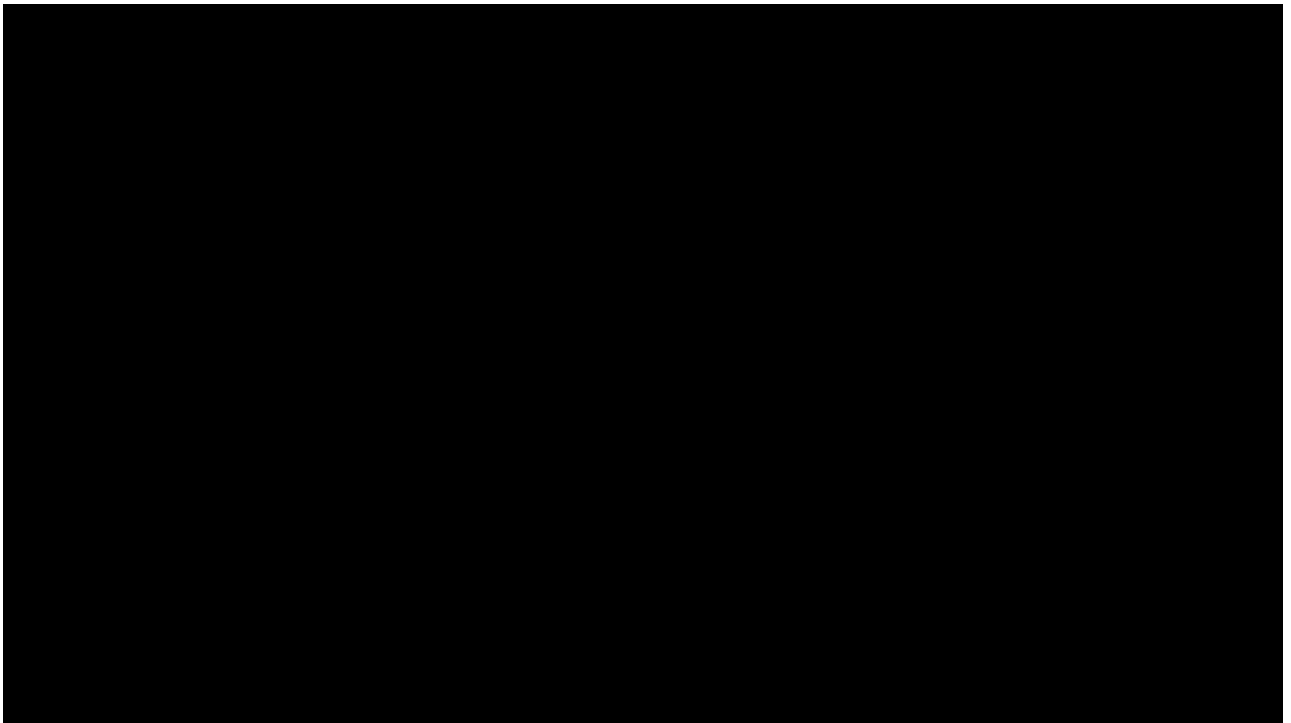
Auto Court with Resident & Guest Parking

ATTACHMENT 12



AGS
A. S. Services Corporation

Bridgeway Square Clubhouse



ATTACHMENT 12



AGS
A. S. Services Corporation

City Council Work Session Summary:

Bridgeway Square Apartments October 27, 2015

Notes:

- Meeting started at 5:38pm
- Applicant started presentation at 5:51pm
- Public comment started at 7:03
- Meeting ended around 8:28pm

Direction to Staff:

- *Parking*-Look into options to mitigate possible parking conflicts.
 - Uber, public transit options, and other alternatives
 - Look into parking studies and include the applicant's parking assessment.
 - Provide examples on other projects to see how they function and did they have any issues?
 - Look into the correlation to lofts/1 units to places with tandem parking.
 - What are the contingency plans?
 - How would security manage assigned spaces along the private aisle to the west?
 - Possible sticker program like the one used for the school. If not for the city, maybe something from the applicant/property manager for onsite issues.
 - Highlight the difference of best versus worst case parking.
- *Design*-What is the council looking for in terms of compatibility.
 - Stone material to be consistent and possibly wrap around.
 - Look at the colors again to make sure there's an appropriate mix of commercial and residential compatibility.
 - Confirm unit amenities: Applicant stated ceiling heights of around 9-10, but will included in revised amenities list.
 - Council prefers the seamless feel of the El Dorado hills example. Applicant is to provide cost difference as to why that design wouldn't allow for it. This is related to the market analysis.
 - Clarify the line of sight and possible shadow study. Possibly show alternative height/stories.
- *Lighting*-Work with applicant to ensure lighting plan will not have offsite impacts. Staff to send recent plans to Council. Include more detailed discussion in next presentation to Council.
- *Trash enclosure*-should not be on Main Street. Look into possible alternatives.
- *Event Planning*- Possibility integrate utility options for main street events and make sure both sides could accommodate increased foot traffic. Options for ways to improve events for that area.
- *Security*- Possibly ways to ensure property management and security.
- *Economics*- More detail is needed on the proposed project type for Rancho Cordova.

Public speakers:

- Susan Foulk in opposition: she owns a small business and does not support the apartments. Concerned buildings will dominate the landscape. Also has concerns traffic and that the project is not attractive.
- Patrick Stelmach in support: not a resident, but does work in the area and works with the business community to support the project.
- Shannon Streets Casias in opposition: Does not believe the project is fitting in the site.
- Angie Wilson in opposition: scope and scale are not right. Traffic concerns. Brought up the discussion of a shadow study.
- Megan Wilson in opposition: does not believe the project will improve walkability and parking will detour people from using the tower center portion of the site. Feels the apartments will detract the desired tenants.
- Bill Shlack in support: lives in Rancho but does not have business in the area. Seems like there are some issues but agrees the project benefits the community.
- Nathan Weaver in support: lives in Rancho Cordova. Supports the project and is a good use of land. Is a local resident and millennial who likes what the project could mean for the area.

BRIDGEWAY SQUARE

Why We Chose Rancho Cordova

- Infill site surrounded by quality development
- Zoned for Multi-Family
- Close to good employment and good paying jobs
- Close to major freeway
- Walkable to work, shopping, parks and services
- Site has no inclusionary affordable housing requirements
- Spanos has had success and with that confidence, on the Highway 50 and 80 corridor from Fairfield to Folsom.
- Existing Multi-Family is older, high percentage of existing apartments built up to 20 years ago
- Vacancy nationwide now lowest in 30 years and national rents have risen 5.2%

RANCHO CORDOVA

BRIDGEWAY SQUARE MARKET DATA

- **Rancho Cordova Population: 2015: 69,112**
800,000 people live within a 10-mile radius
- **48,000 employed within the City limits**
- **Occupational:**
 - Largest Industries: Professional Business services, financial, educational and health**
 - Fortune 500 Companies: Vision Service Plan, Aerojet, Franklin Templeton , EDS, and Health Net**
- **More office space than downtown Sacramento**
Mather Commerce Center: over a million sq. ft of office space
- **Household Data:**
 - Median Household Income: \$49,860**
 - Average Household Income: \$62,611**
- **Employment data:**
 - White Collar: 23,788**
 - Blue Collar: 10,135**

RENTS: The average rent for a One-bedroom in Rancho Cordova is \$752 and for a Two-bedroom \$957. With the location, style and upgraded amenities that Bridgeway Square offers, it is the type of urban in-fill project where young professional “millennials” prefer to live and with that can pay higher rents.

U.S. Multifamily, Q2 2015

Vacancy nears 15-year low as new supply is swiftly absorbed



Vacancy Rate
4.3%



Net Absorption*
203,300 Units



Rentable Completions*
174,800 Units



Y-o-Y Rent Change
5.2%

Arrows indicate change from previous year.
*Total last four quarters.

- In Q2 2015, despite significant completions, the apartment vacancy rate across the nation's 62 largest markets dropped to 4.3%—representing a 30-basis point (bps) decline from a year earlier.
- Rent growth was widespread, with nearly half of the tracked markets recording year-over-year rent inflation of 5% or more.
- Deliveries are forecast to reach nearly 173,000 units in 2015—fewer than last year's 181,000 units but more than any other year since 2000.
- Capital markets activity reflects very strong investor interest in the multifamily sector and a competitive investment landscape. The year ending Q2 2015 posted the highest four-quarter total for multifamily investment in history: \$127 billion.
- CBRE Research's underwriting survey also found stable but still very competitive underwriting standards for Class A prime assets in select core markets. Unlevered target IRRs averaged 6.2%, while the going-in cap rates held firm at 4.2%.
- Market Spotlight: Washington, D.C. Having underperformed its peer markets so far during this cycle—due in part to oversupply in recent years—the D.C. apartment market is turning the corner as vacancy declines and rents increase, albeit modestly. Investor interest is increasing accordingly; in Q2 2015, the rolling four-quarter sales volume was up 48.4% over the year-earlier figure.



Ongoing U.S. economic expansion and employment growth, coupled with favorable demographic conditions, strengthened multifamily fundamentals in Q2 2015. The U.S. homeownership rate declined to 63.5% during the quarter—its lowest level since Q4 1985 and one of the lowest on record. The overall apartment vacancy rate decreased to 4.3% and is expected to decline further in Q3 as new supply is handily absorbed. New supply has accommodated total absorption of more than 203,300 apartment units over the past four quarters—a level 47% higher than the 20-year historic average. Apartment completions surged in Q2 2015 from Q1 2015 but were on par with deliveries a year earlier. Rent

growth remained strong at 5.2% year-over-year. Rent growth was widespread among the markets tracked by CBRE Econometric Advisors (CBRE EA), with 30 of the 62 markets posting year-over-year rent inflation of 5% or more. Drawn in by solid fundamentals performance, investor interest in the multifamily sector remains high, per sales activity and underwriting trends. Minor declines in average cap rates during Q2 2015 suggest stabilization is near.

ECONOMIC TRENDS

ECONOMIC CONDITIONS ADVANCE MULTIFAMILY PERFORMANCE

U.S. economic growth rebounded in the second quarter, with a 3.7% annualized expansion in GDP on the heels of a more modest, seasonally-influenced pace of 0.6% in Q1 2015. Consumer confidence remained high in Q2 2015, though it was down from levels reported in Q1 2015. Wage and salary growth increased steadily at 2.1% year-over-year as of June 2015, while personal income increased by 4.2% year-over-year in Q2 2015. Oregon, Colorado, New Mexico, Washington and South Carolina led the nation in personal income growth over Q1 2014 - Q1 2015 (the latest available data).

HEALTHY JOB GROWTH, BUT A SLOWDOWN IN THE FORECAST

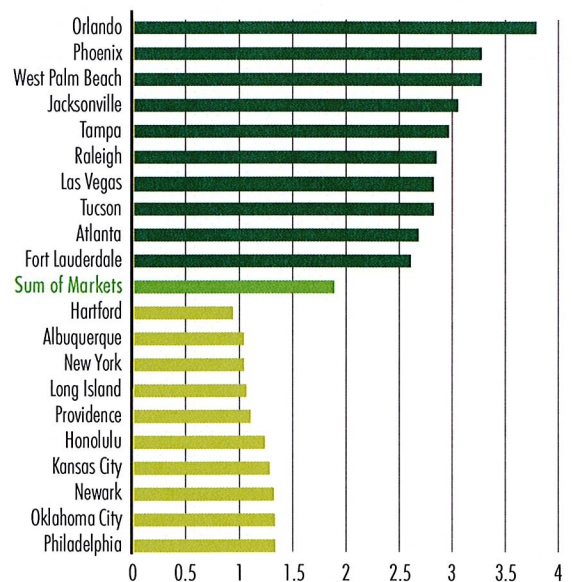
Continued employment growth supported another quarter of strengthening in the multifamily sector, in addition to increased economic activity. The 62 markets tracked by CBRE EA have added nearly 2.0 million jobs over the past four quarters, achieving a Q2 2015 year-over-year employment increase of 2.3%. Markets in the West and South—particularly those with a tech sector presence—rank high for job growth. Job growth leaders over the past four quarters include San Francisco (5.8%), San Jose (4.6%), Riverside (4.3%), Dallas (4.3%), Orlando (4.1%), Seattle (3.7%), Denver (3.7%), Phoenix (3.6%), Louisville (3.5%) and Orange County (3.4%).

Employment growth is projected to slow to 2.0% in 2016 and to 1.7% in 2017, the slowdown being widespread across markets. In 42 of its 62 markets, CBRE EA forecasts positive but slower employment growth over the next two years than was recorded over the past two. Orlando and Phoenix are expected to sustain strong employment growth (both are currently top-10 job growth markets), while markets such as Cincinnati, Jacksonville, Memphis, Pittsburgh, Richmond, St. Louis, Tampa and Tucson that lagged in job growth earlier in the current cycle will note heightened job growth.

In absolute terms, average annual job growth will increase in four of the ten largest apartment markets during the 2015-2017 period compared to the 2013-2015 period. Average annual job growth in the ten largest apartment markets will slip from 70,100 new jobs (2013-2015) to 60,800 new jobs (2015-2017). Despite the forecasted slowdown, the 62 CBRE EA markets will add more than 3.3 million

Figure 1: Job Growth Leaders and Laggards (2015-2017)

Average Annual Growth in Total Employment (%)



Source: CBRE Econometric Advisors, Q2 2015.

jobs through Q2 2017, which registers just under the 3.9 million jobs that were added over the past two years and nearly doubles the historic average since 1994.

DEMAND TRENDS

UNRELENTING DEMAND FOR APARTMENTS

Ongoing expansion in U.S. payrolls supports growing demand for apartments. The number of U.S. renter-occupied households (including single-family home rentals) has increased by 2.2 million since Q2 2014, bringing the U.S. total to 42.9 million households in Q2 2015, according to the U.S. Census Bureau. Across the 62 markets tracked by CBRE EA, multifamily demand (as measured by occupied stock) increased by 208,200 units, or 1.6%, between Q2 2014 and Q2 2015. The Q2 2015 year-over-year increase was the second-largest (after Q4 2014) jump in multifamily demand since Q4 2010.

The influx of new supply led to total absorption of more than 203,300 apartment units over the past four quarters, a pace slightly below what the prior two quarters achieved, yet 47% higher than the 20-year historical average. CBRE EA forecasts a gradual reduction in four-quarter absorption over the near term, however totals will remain well-above the historical average. Since Q1 2010 (roughly when the current expansion cycle began), four-quarter absorption has averaged 160,000 units. Over the next two years, four-quarter absorption is expected to average 163,000 units.

PREFERENCE FOR RENTERSHIP STRENGTHENS

The homeownership rate fell for a seventh consecutive quarter in Q2 2015, to 63.5%—its lowest level since Q4 1985. The indicator has dipped below the current level only a handful of times since the mid-1960s. Robust apartment deliveries—coupled with moderate single-family construction activity and a pronounced preference for renting over owning—helped drive down the Q2 2015 homeownership rate.

The trend toward rentership applies to all age cohorts, as measured by the U.S. Census Bureau. Over the past year, the homeownership rate has fallen by 110 basis points (bps) for the population under the age of 35, by 220 bps for those aged 35-44, and by 160 bps for those 65 and older.

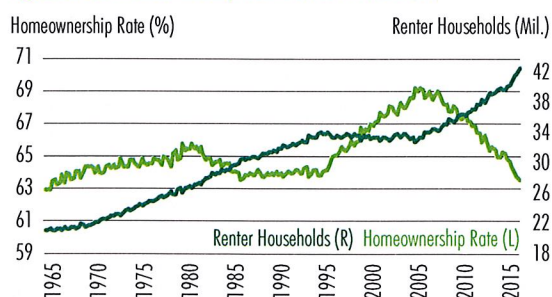
Metropolitan areas are demonstrating a general preference toward rentership, but at varying rates. The 15 metros reporting the sharpest declines in homeownership over the past five years are geographically dispersed, confirming the presumption of a broad cultural shift toward rentership. Columbia, S.C. reported the largest decline, followed by Orlando, San Antonio, Oklahoma City and Dallas/Ft. Worth. San Jose has been a top market for declining homeownership since Q2 2010, having dropped to the fourth-lowest homeownership rate among 75 of the largest U.S. metropolitan areas.

SUPPLY TRENDS

APARTMENT COMPLETIONS ARE JUST OFF A 15-YEAR HIGH, WITH MORE ON THE WAY

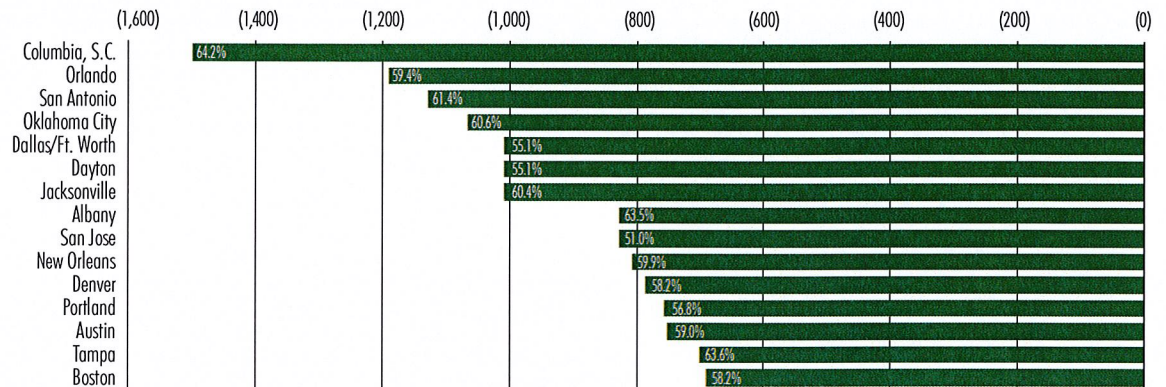
Almost 70,000 apartment units were completed within CBRE EA's 62 tracked markets during H1 2015. If deliveries continue as forecasted, the total for 2015 should reach nearly 173,000 units, which

Figure 2: U.S. Homeownership Continues Downward Slide



Source: U.S. Bureau of the Census, Q2 2015.

Figure 3: Top 15 Metros for Declining Homeownership Rate from Q2 2010 to Q2 2015 (bps)



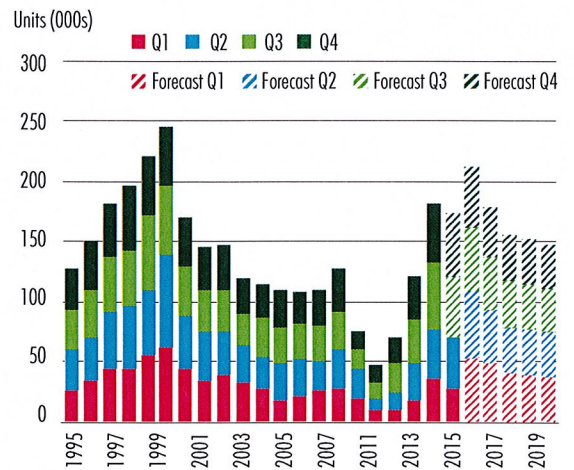
Note: Reported metro homeownership rate is Q2 2015.
Source: U.S. Census Bureau, Q2 2015.

is less than last year's 181,000 units, but more than any other year since 2000. The decline in volume relative to 2014 reflects temporary construction delays in the first quarter due to poor winter weather. Quarterly completions are expected to continue increasing over the next four quarters, peaking in Q2 2016.

Permits spiked in Q2 2015, rising to 144,000 units from the first quarter's 88,000 units. Much of the additional volume originated in the New York metro area, where uncertainty about the anticipated June 15, 2015, expiration of a property-tax abatement for new residential construction prompted developers to rush to file by the deadline. Ultimately, the abatement was extended to the end of the year, but residential permits issued in the metro area had already increased from January's 3,285 units to June's 22,481. The effect of the deadline has likely passed and permitting activity is expected to moderate in the coming quarters.

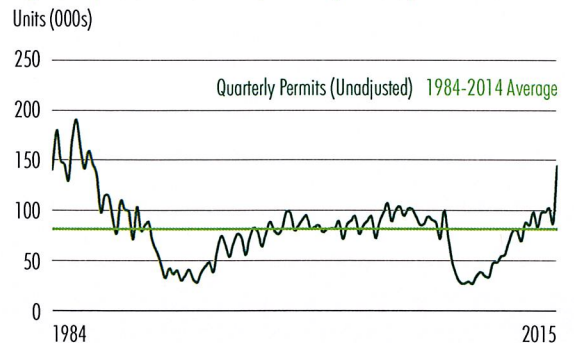
Nationwide, the spike in permitting activity is consistent with the forecast for completions to peak in Q2 2016. According to Census data, most

Figure 4: Multifamily Completions to Peak in 2016



Source: CBRE Econometric Advisors, Q2 2015.

Figure 5: Spike in U.S. Multifamily Permits (5+ units)



Source: U.S. Bureau of the Census, CBRE Research, Q2 2015.

5+ unit residential buildings completed in the last year were finished within 13 months of authorization. After reaching an annual rate of 212,000 units in 2016, U.S. completions are forecast to wane, as supply pressure and rising construction costs will have reduced the allure of development over the coming quarters.

National trends only tell part of the story, however, as supply growth varies widely from market to market. Compared to their respective long-run averages, Minneapolis, Boston and Washington, D.C., saw especially large numbers of completions in the year ending Q2 2015. Minneapolis, in particular, has seen supply increase rapidly over the past year, with an annual completions rate three times its 20-year average. Supply pressure was notably low in San Diego, Detroit and Orange County.

VACANCY AND RENT TRENDS

RENT GROWTH RAPID AS VACANCY DROPS TO LOWEST RATE SINCE 2001

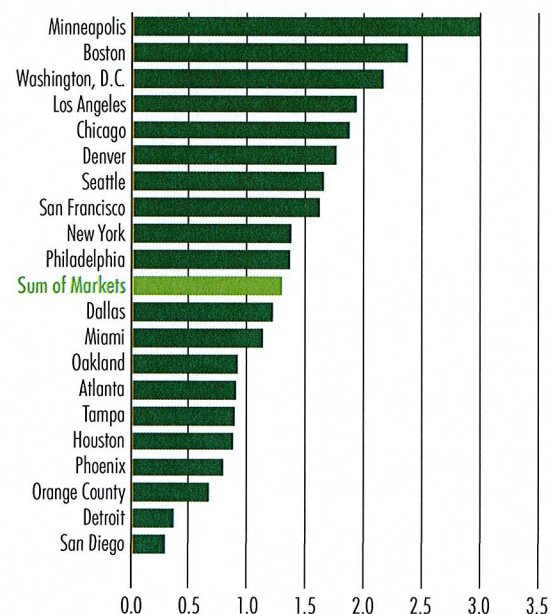
Demand for apartments remains robust, and though construction activity continues at a fever pitch, supply has not kept pace. As a result, the average apartment rent in major U.S. markets is increasing at a pace far above the inflation rate, while the vacancy rate is at its lowest point in nearly 15 years.

The apartment vacancy rate across the nation's 62 largest markets was 4.3% in Q2 2015—down 30 bps from a year earlier and down 300 bps from the Q1 2009 recessionary peak of 7.3%. This decline in vacancy, in spite of a rapid increase in completions, highlights the strength of apartment demand in major markets. Vacancy is expected to continue declining through the end of Q3 2015.

Roughly two-thirds of the major apartment markets exhibited second-quarter year-over-year declines in vacancy. Jacksonville and Las Vegas saw the largest declines, each more than 100 bps. Among the 20 largest apartment markets, Phoenix

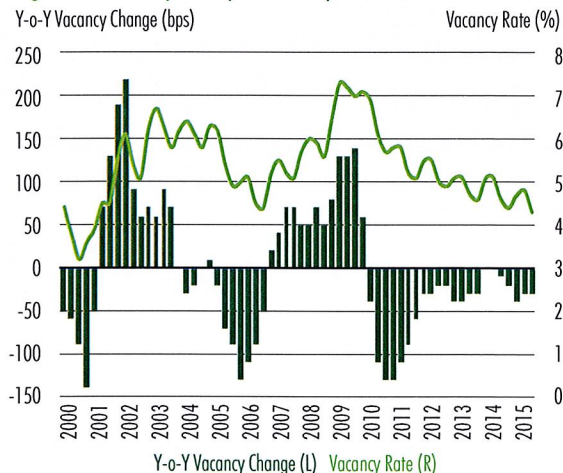
Figure 6: Near-Term Supply Pressure Varies Across Markets

Ratio of Completions (Units) during 4 quarters ending Q2 2015 to 1997-2014 average



Source: CBRE Econometric Advisors, Q2 2015.

Figure 7: Multifamily Vacancy Rate for Major Markets



Source: CBRE Econometric Advisors, Q2 2015.

posted the largest year-over-year decline in vacancy—80 bps.

Across markets, the average monthly rent increased by 5.2% year-over-year in Q2 2015; the Consumer Price Index increased by just 0.1% over the same period. Average revenue, which accounts for occupancy rates as well as rents, grew by 5.5% year-over-year, as falling vacancy contributed to its growth. Rents and revenues are both expected to continue to climb, though their growth rates have slowed since Q1 2015 and are expected to slow further, approaching their long-run averages of around 3.5% over the next two years.

Rent growth was widespread, with nearly half of the largest apartment markets posting year-over-year rent growth of 5% or more. The most rapid rent growth was seen in Oakland, Portland and Denver, with the average rent per unit in each of these markets increasing by 12% or more, year-over-year. San Francisco, San Jose and Sacramento saw rents increase at only slightly lower rates, with year-over-year growth between 10% and 11%.

CAPITAL MARKETS

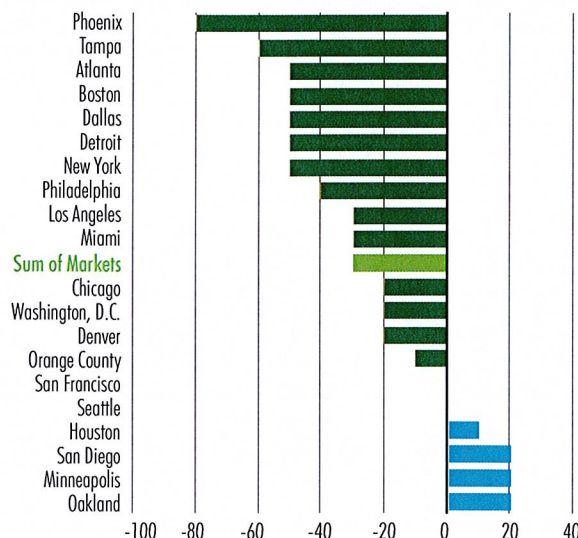
Investment in multifamily product continues its extraordinary run, reflecting solid confidence in multifamily's future market and asset performance. In Q2 2015, equity and debt investment volumes continued to rise along with transaction sales prices. Cap rates maintained their downward trend, though the decreases were very small—signaling price stabilization (as measured by this metric, but not by sales-per-unit pricing which saw strong gains year-over-year).

SURVEY REFLECTS STABLE UNDERWRITING AND FAVORABLE VIEW OF HIGH-END MULTIFAMILY

CBRE Research's Q2 2015 underwriting survey of CBRE professionals reflects a stable marketplace as well as continuing market confidence among investors of Class A prime mid- and high-rise properties in select core submarkets. As in the

Figure 8: Vacancy Rate Declines in Most Major Markets

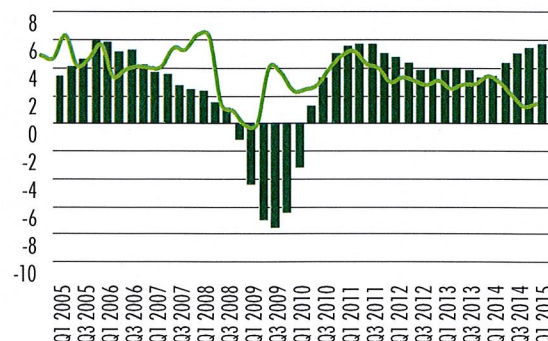
Y-o-Y Change (bps)



Source: CBRE Econometric Advisors, Q2 2015.

Figure 9: National Rent Growth Remains Strong

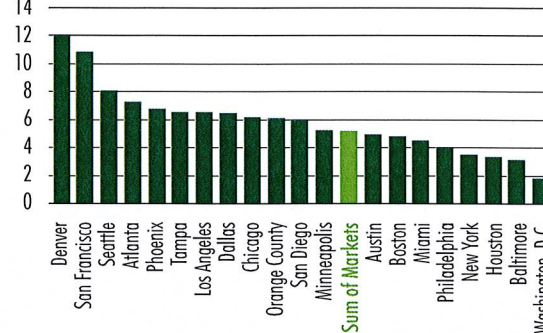
Y-o-Y Change (%)



Source: CBRE Econometric Advisors, Q1 2015.

Figure 10: West and South Markets Lead in Rent Growth

Y-o-Y Change (%)



Source: CBRE Econometric Advisors, Q2 2015.

prior three quarters, apartment buyers are underwriting transactions using projected average annual rent growth rates of 3.6% for the first three years of the holding period. Unlevered target IRRs averaged 6.17% in the Q2 2015 survey—essentially unchanged from Q1 2015.

Initial cap rates reflect the competitive investment arena as well as the strong attraction of mid- and high-rise investment opportunities. Among the 14 submarkets surveyed, the average was 4.23%, unchanged from Q1 2015. The spread between the going-in and exit cap rates was 72 bps.

Figure 11: Buyer Valuation Underwriting Survey for Prime Class A Multifamily Assets – Ranked by IRR Target and Cap Rate

Market	Submarket	Multifamily Subtype	Asking Rent (\$/SF/PM)	Average Annual Rent Growth Underwriting First 3 Years (%)	Unlevered IRR Target (%)	Going-in Cap Rate (%)	Exit Cap Rate (%)	Holding Period (Years)
San Francisco	South of Market	Mid Rise	5.75	4.5	5.50	3.50	4.50	10
Boston	Downtown	High Rise	4.70	3.0	5.75	4.00	4.75	7 - 10
Chicago	River North	High Rise	3.45	3.5	5.90	4.25	5.00	10
Los Angeles	West Los Angeles	Mid Rise	4.59	5.0	6.00	4.00	4.75	5 - 7
Seattle	Downtown	Mid Rise	3.40	4.0	6.00	4.00	5.00	10
Austin	Downtown	High Rise	3.25	3.0	6.00 - 6.25	4.25	5.00 - 5.25	10
Dallas	Intown Dallas	High Rise	2.25	3.0	6.00 - 6.25	4.00 - 4.50	4.50 - 5.00	5
Washington, D.C.	West End	High Rise	4.57	3.5	6.25	4.25	4.50 - 4.75	5 - 7
Miami	Downtown/Brickell	High Rise	2.75	3.0	6.00 - 6.50	4.00 - 4.50	5.00 - 5.25	7 - 10
Atlanta	Midtown	High Rise	2.55	4.0	6.25	4.25 - 4.50	5.00	7
New York	Manhattan	High Rise	5.80	3.7	6.50	4.00	4.50	10
Houston	Inner Loop W/Greenway Plaza	High Rise	2.88	3.5	6.00 - 7.00	4.50 - 5.00	5.25 - 5.75	7 - 10
Denver	Downtown	High Rise	2.80	3.0	6.50	4.60	5.20	7 - 10
Phoenix	South Scottsdale	Mid Rise	2.25	3.7	6.75	4.75	5.50	10
Average			3.64	3.6	6.17	4.23	4.95	8.4

Source: CBRE Research, Q2 2015. The “prime” statistics displayed above are estimates of current buyer underwriting assumptions for the highest quality asset in the best location of a particular market. The quoted prime rents reflect the level at which top-tier relevant transactions are being completed. Estimates are based on the expert opinion of CBRE brokers that provide investment advisory services in these particular markets.

Figure 12: U.S. Multifamily Investment Sales Volume and Cap Rate



Source: CBRE Research, Real Capital Analytics, Q2 2015. Excludes “entity-level” acquisitions.

Note: All multifamily property types included.

HIGH LEVELS OF INVESTMENT REFLECT SOLID CONFIDENCE IN SECTOR

Investment in U.S. multifamily communities has been robust for several years. This trend continued during Q2, with \$30 billion flowing into the multifamily sector, confirming unrelenting confidence in the future performance of multifamily. The quarter's total reflects a slight decline from Q1 2015 (-3%), but a 35% gain over the prior year. Multifamily acquisitions represented 27% of the total \$110 billion U.S. commercial real estate investment in Q2 2015. About two-thirds of the capital invested during Q2 2015 was directed at garden product vs. one-third for mid/high-rise product (the two main categories used by Real Capital Analytics [RCA])—the same ratios as experienced in 2014.

For the year ending Q2 2015, multifamily investment reached \$127 billion—representing 36% growth over the 12-month period, and the highest four-quarter total in history. This total is also well above the mid-2000s peak of \$100 billion achieved in the year ending Q2 2006.

The acquisition totals cited above do not include entity-level sales—the transfer of property ownership through company acquisitions and related transactions. There was no M&A activity in the multifamily sector in Q2 2015, although Toronto-based Brookfield Asset Management's \$2.5 billion acquisition of Associated Estates (approximately 50 properties and 12,400 units) closed in Q3 2015. Additional M&A transactions in the works include Independence Realty Trust's acquisition of Trade Street Residential, with 20 properties in six southeast and south central states, for an estimated \$655 million and Lonestar's pending acquisition of Home Properties.

In Q2 2015, cross-border investment in U.S. multifamily totaled \$2.1 billion, not counting properties acquired through entity-level acquisitions. The H1 2015 total of \$4.4 billion is already higher than the full-year 2014 figure of \$3.7

Figure 13: Leading Metros for Multifamily Investment, H1 2015

Rank	Metro	Invested (\$ billions)	Market Share (%) Metro	Cumulative
1	Los Angeles/Southern California	5.3	8	8
2	Dallas/Ft. Worth	3.0	5	13
3	Washington, D.C.	3.0	4	17
4	Atlanta	2.8	4	20
5	Houston	2.5	3	24
6	San Francisco Bay Area	2.2	3	27
7	Denver	2.0	2	29
8	Miami/South Florida	2.0	2	31
9	Seattle	1.9	2	33
10	Austin	1.7	2	35
11	Chicago	1.7	2	37
12	Boston	1.6	1	38

Source: Real Capital Analytics, CBRE Research, Q2 2015. Totals include entity-level acquisitions. *Los Angeles/Southern California includes Orange County and Inland Empire.

Note: Totals may not add due to rounding.

Figure 14: Multifamily Cap Rates, H1 2015

Sector	Class	H1 2015 (%)	Change from H2 2014 (bps)	Spread Over 10-Year Treasury*
Infill	A	4.57	-8	222
	B	5.13	-9	278
	C	6.12	-14	377
Suburban	A	5.10	-10	275
	B	5.58	-11	323
	C	6.66	5	431

Source: CBRE North America Cap Rate Survey: H1 2015. Cap rates for stabilized assets. *10-year Treasury bond at end of H1 2015 (2.35%).

billion. In Q2 2015, Mexico represented the largest country source of cross-border acquisition capital for multifamily investment, (31%), due to a significant portfolio transaction. Canada represented the second-largest share of transaction volume at 29%.

Los Angeles/Southern California attracted the most multifamily investment in H1 2015, by far, at \$5.3 billion. Dallas/Ft. Worth, Washington D.C., and Atlanta had the next highest investment totals. On a cumulative basis, the 12 leading markets for multifamily investment in H1 2015 represented 38% of the total transaction volume.

ACQUISITION PRICING CONTINUES TO RISE

As evidenced in the underwriting survey discussed above, pricing metrics continue to reflect the competitive pricing of multifamily investment. Also confirming this environment are transactional data captured in the RCA database, as well as the newly released *CBRE North America Cap Rate Survey: H1 2015*. Moreover, the statistics confirm that buyers maintain a preference for mid- and high-rise product—or at least a willingness to acquire these assets at lower cap rates.

In Q2 2015, sales prices per unit of mid- and

high-rise communities rose by 20% year-over-year to \$253,000. For garden apartment communities, the average sales price climbed 13% to \$100,000 per unit, according to RCA data.

CAP RATES CLOSE TO STABILIZATION

Cap rates are still declining, however the changes are very small and signal that the market is close to bottom in terms of this pricing metric. The RCA database reflects very small declines versus Q1 2015—a 3-bps decline to 6.17% for garden product of all classes, and a 20-bps drop to 4.90% for mid- and high-rise assets.

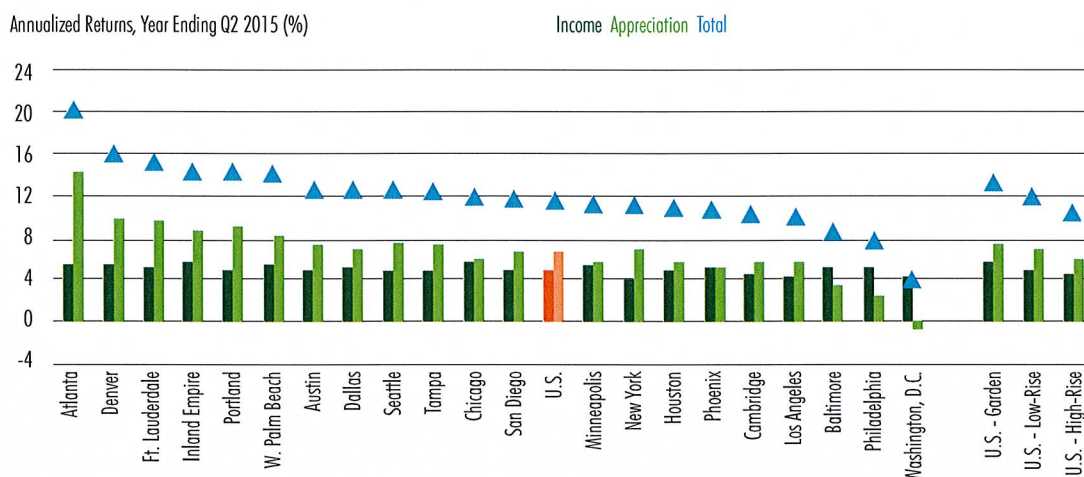
The *CBRE North America Cap Rate Survey: H1 2015* also found very small declines in cap rates compared to the prior survey, except for suburban Class C product. For both infill and suburban Class A assets, the California markets of San Francisco, Orange County, San Diego and San Jose had the lowest cap rates among the 44 markets surveyed. Over the second half of 2015, the vast majority (80%) of markets are expected to experience no cap rate change in infill and suburban product.

INVESTMENT RETURNS REMAIN FAVORABLE

NCREIF returns data for institutionally-owned multifamily properties confirm the sector's

Figure 15: Institutional Multifamily Returns for Select Markets

Annualized Returns, Year Ending Q2 2015 (%)



Source: CBRE Research, NCREIF, Q2 2015. All returns are reported on an unlevered basis.

ongoing favorable performance. At an annual return level of 11.60% (appreciation 6.52%, income 4.85%), multifamily is lower than the other property sectors, reflecting the greater maturity of apartments' position in the real estate cycle. This rate remains well above the 20-year average of 9.84%. Atlanta is currently enjoying the nation's highest investment return of 20.46%, followed by Denver (15.76%) and Fort Lauderdale (15.30%).

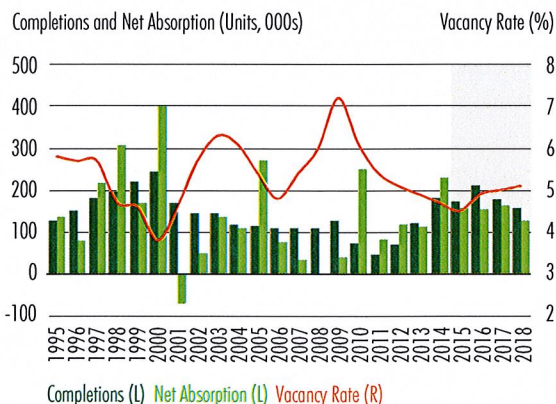
IN THE MORTGAGE WORLD, LENDING CONTINUES RAPID CLIMB

As with equity investment, debt investment, as measured by commercial mortgage originations, is rising significantly. The Mortgage Bankers Association's quarterly survey of mortgage originations reported a 58% year-over-year gain in Q2 2015. All property types enjoyed year-over-year increases, but multifamily experienced the highest gain.

Both of the leading sources of multifamily mortgage capital—Fannie Mae and Freddie Mac—experienced very high levels of mortgage production in Q2 2015, following an extremely robust Q1 2015. Total new business activity reached \$14.6 billion in Q2 2015 for Fannie Mae and \$13.1 billion for Freddie Mac, for a combined year-to-date total of \$48 billion—more than triple the total for the same period in 2014. Year-to-date, a total of 625,000 units have been financed by the two agencies—roughly equivalent to the combined apartment inventories of Atlanta and Minneapolis. However, given annual caps on new multifamily loan business, even with cap revisions in Q2 2015, agency production activity in H2 2015 is expected to moderate.

The favorable health of the multifamily sector is also reflected in very low and declining delinquency rates. As of June, the multifamily 60+ day delinquency rates for Fannie Mae and Freddie Mac were 0.05% and 0.01%, respectively—each down slightly from a year ago. In the CMBS world, the 30+ day multifamily delinquency level ended Q2 2015 at 1.95%—the lowest delinquency among major

Figure 16: U.S. Multifamily Supply and Demand Outlook



Source: CBRE Econometric Advisors, Q2 2015.

property types—down from June 2014's 2.66%, based on data from Morningstar Credit Ratings.

MARKET OUTLOOK

OUTLOOK STRONG WITH VACANCY AT OR BELOW 5% FOR FIVE MORE QUARTERS

Accommodative economic conditions and employment growth will support further strengthening in multifamily fundamentals in the near term. Demographic trends—including the confirmed shift from ownership toward rentership—suggest that the apartment sector will handily absorb new deliveries over the next two years overall, although supply pressure is steep in markets like Minneapolis, Boston and Washington, D.C. Still, the sector's strong performance in spite of substantial new supply continues to surprise. The second quarter saw a surge in apartment completions compared to Q1 2015, largely due to weather-related construction delays early in the year; completions will increase in each of the next four quarters to peak in Q2 2016 at 56,200 units.

While Gen Xers have contributed to the multifamily sector's success in recent years, millennials and baby boomers will drive absorption for the next 15 years. According to

consensus definitions, in 2015 the oldest millennial is 34 years old and the youngest is 18 years old—which provides for many more years of expanding apartment demand.

The vacancy rate is expected to decline further in Q3 2015, to 4.1%, which would be the lowest level

reported since Q1 2001. Modest softening in the vacancy rate is forecast for the coming quarters, although the overall measure will remain at 5% or below through Q3 2016. Year-over-year rent growth is forecast to range between 4.0% and 5.5% over the next four quarters, and then to moderate somewhat while staying positive.



MARKET SPOTLIGHT

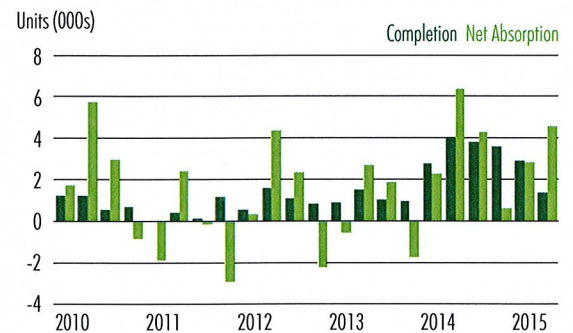
WASHINGTON, D.C.: FINALLY TURNING THE CORNER

After concerns of oversupply dominated headlines in 2014, the Washington, D.C. multifamily market has rebounded. The balance of supply and demand has begun to tip back in favor of apartment owners and investors.

A wave of new units hit the market last year, bringing rent growth to a halt and causing vacancy rates to edge up. The count of D.C.-area apartment completions in 2014 was more than 2.5 times the average of the past 20 years. After peaking in Q2 2014, quarterly completions have declined 64.9%, to 1,406 units in Q2 2015—just slightly above the quarterly historical average.

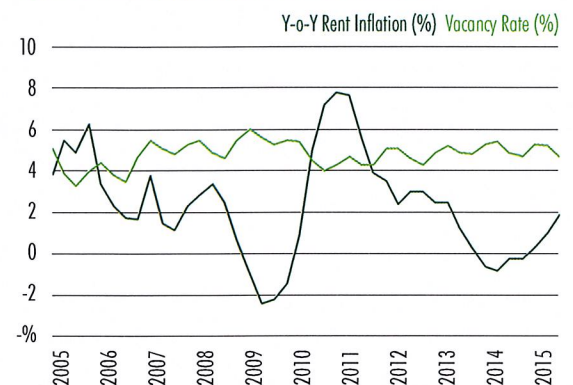
Meanwhile, apartment demand remains elevated. Net absorption of 4,544 apartment units in Q2 2015

Figure 17: Washington, D.C. Apartment Completions vs. Net Absorption



Source: CBRE Econometric Advisors, Q2 2015.

Figure 18: Washington, D.C. Rent Growth vs. Vacancy Rate



Source: CBRE Econometric Advisors, Q2 2015.

was the third-highest rate in the last five years, and total net absorption over the past four quarters is 240% of the 20-year annual average. As a result, vacancy has declined and rents have started to rise. The vacancy rate in the D.C.-area apartment market was 4.7% in Q2 2015, down by 20 bps year-over-year. Annual effective rent growth for D.C. apartments was 1.8% as of Q2 2015, the largest annual increase in two years and a marked improvement from the 0.8% year-over-year decline in rents recorded in Q1 2014.

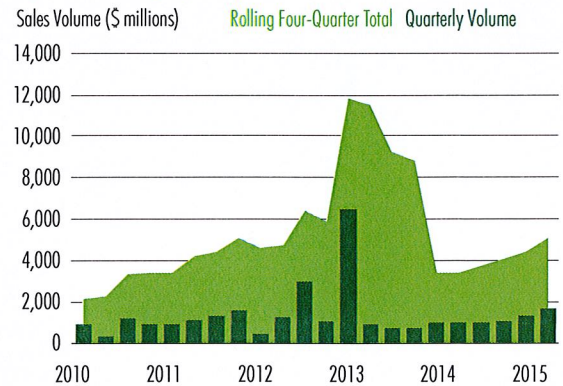
Washington, D.C.'s improving multifamily market fundamentals are garnering interest from diverse capital sources. Multifamily sales volume has increased in each of the past four quarters, with the rolling four-quarter sales volume up 48.4% from the same period a year earlier. The Q2 2015 sales volume of nearly \$1.7 billion was up 70.8% year-over-year, according to Real Capital Analytics.

The average price per unit of \$196,000 in Q2 2015 marked a 21.3% increase year-over-year, outpacing the national appreciation of 16.5% for all property types. CBRE's underwriting survey reports that cap rates for prime Class A properties in D.C.'s West End submarket ranged between 4.25% and 4.5% in Q2 2015.

While domestic buyers represent the majority of purchasers in the sector, foreign capital is gaining ground. Washington, D.C. saw a higher dollar investment volume and generated as many sales by foreign capital in the first two quarters of 2015 than in all of 2014 and 2013 combined.

The Washington, D.C., multifamily market has turned the corner. With new construction activity expected to remain within a healthy range, the D.C. area will see continued rental rate appreciation and steady vacancy rates over the near-term.

Figure 19: Washington, D.C. Apartment Sales Volume



Source: Real Capital Analytics, Q2 2015.


MARKETVIEW U.S. MULTIFAMILY
Figure 20: Multifamily Fundamentals for the 50 Largest U.S. Markets, Q2 2015

Inventory Rank	Market	Vacancy Rate Q2 2015 (%)	Vacancy Rate Y-o-Y (bps)	Net Absorption Last 4 Quarters (Units)	Rent per Unit Q1 2015 (\$)	Y-o-Y Rent Change (%)
1	New York	3.3	-50	22,103	2,828	3.5
2	Los Angeles	4.2	-30	9,594	1,980	6.6
3	Chicago	4.4	-30	6,573	1,378	6.2
4	Houston	5.1	10	6,585	1,036	3.4
5	Washington, D.C.	4.9	-20	12,265	1,612	1.8
6	Dallas	5.1	-50	12,052	984	6.5
7	Boston	4.2	-50	8,818	2,031	4.8
8	Atlanta	5.8	-60	8,158	940	7.3
9	Seattle	3.9	10	5,365	1,457	8.1
10	Phoenix	6.1	-80	6,928	827	6.8
11	Philadelphia	5.0	-40	2,829	1,266	4.0
12	San Diego	3.7	20	-221	1,677	6.0
13	Denver	4.1	-20	8,124	1,191	12.0
14	Miami	3.6	-30	3,266	1,546	4.5
15	Minneapolis	3.3	20	4,605	1,282	5.3
16	Orange County	4.3	-20	1,458	1,793	6.2
17	Tampa	5.1	-70	4,269	963	6.6
18	Detroit	4.5	-40	1,218	926	3.4
19	San Francisco	3.9	0	1,505	2,856	10.9
20	Oakland	3.3	20	408	1,971	15.0
21	Baltimore	5.0	-50	2,678	1,236	3.2
22	Austin	4.6	30	5,446	1,078	5.0
23	Orlando	5.0	-60	4,394	984	6.8
24	Fort Lauderdale	4.2	0	2,524	1,365	6.4
25	Portland	3.8	-70	2,519	1,143	12.5
26	Las Vegas	6.7	-110	1,896	801	7.3
27	Riverside	4.7	-60	1,467	1,257	7.5
28	Cleveland	4.8	-50	2,463	866	2.7
29	Fort Worth	5.0	-60	2,777	876	6.4
30	Cincinnati	5.2	-30	1,339	845	3.7
31	Newark	3.2	80	65	1,641	3.8
32	San Jose	3.5	10	2,144	2,468	10.7
33	Columbus	4.1	-10	2,327	803	2.3
34	San Antonio	6.4	-50	5,743	850	4.8
35	Indianapolis	6.8	-60	3,132	759	3.9
36	Charlotte	4.9	-20	5,759	910	6.0
37	Sacramento	4.0	-20	631	1,118	10.6
38	Kansas City	5.1	-50	3,103	871	3.3
39	Raleigh	5.3	-10	4,535	912	5.4
40	Nashville	3.9	20	3,933	976	7.8
41	Norfolk	6.3	50	-77	1,000	0.6
42	West Palm Beach	4.5	30	1,227	1,341	5.2
43	Pittsburgh	4.0	50	523	1,316	-1.8
44	St. Louis	6.3	-40	534	837	9.0
45	Providence	2.6	80	-603	1,339	2.6
46	Jacksonville	6.5	-130	2,179	884	5.1
47	Memphis	6.6	-10	1,220	793	0.9
48	Salt Lake City	4.5	0	2,709	902	4.6
49	Hartford	3.2	10	850	1,269	1.6
50	Honolulu	6.3	-70	783	1,950	2.3
	National*	4.3	-30	203,362	1,595	5.2

* National figures represent the sum of 62 markets.
Source: CBRE Econometric Advisors, Q2 2015.

To learn more about CBRE Research, or to access additional research reports, please visit the Global Research Gateway at www.cbre.com/researchgateway.

Additional U.S. Research from CBRE can be found [here](#).

FOR MORE INFORMATION, PLEASE CONTACT:

Peter Donovan
Senior Managing Director
Capital Markets, Multifamily
+1 617 217 6035
peter.donovan@cbre.com

Brian McAuliffe
Executive Managing Director
Capital Markets, Institutional Properties
+1 312 935 1891
brian.mcauliffe@cbre.com

Colleen Pentland Lally
Director, Capital Markets Operations
Capital Markets, Multifamily
+1 617 217 6041
colleen.pentlandlally@cbre.com

To access the *CBRE North America Cap Rate Survey: H1 2015* referenced in this MarketView, please click [here](#).

Spencer G. Levy
Americas Head of Research
+1 410 951 8843
spencer.levy@cbre.com
Follow Spencer on Twitter: [@SpencerGLEvy](#)

Jessica Ostermick
Director, Research and Analysis
+1 720 528 6338
jessica.ostermick@cbre.com

Quinn Eddins
Director, Research and Analysis
+1 305 428 6325
quinn.eddins@cbre.com

Jeanette I. Rice
Americas Head of Investment Research
+1 214 979 6169
jeanette.rice@cbre.com
Follow Jeanette on Twitter: [@RiceJeanette](#)

Jeffrey Havsy
Americas Chief Economist
+1 617 912 5204
jeffrey.havsy@cbre.com

James Bohnaker
Economist
+1 617 912 5243
james.bohnaker@cbre.com

Matt Vance
Economist
+1 617 912 5242
matthew.vance@cbre.com

As CBRE Econometric Advisors transitions data sources for its Apartment forecast product, in Q1 2015 several changes were made to improve the accuracy and consistency of our product. The most notable change is in how inventory is calculated for historical periods through the current quarter. We now use a Census benchmark of Q1 2000 and raise inventory using quarterly completions data provided by McGraw Hill/Dodge Pipeline, which we consider to be the most accurate representation of actual apartment completions, as it provides building level detail. This change will affect historical values for apartment inventory as well as other series that are calculated using inventory, such as vacancy rates. The forecasts have not been materially affected by this data change, as the structure of the econometric model has not been altered.

Disclaimer: Information contained herein, including projections, has been obtained from sources believed to be reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to confirm independently its accuracy and completeness. This information is presented exclusively for use by CBRE clients and professionals and all rights to the material are reserved and cannot be reproduced without prior written permission of CBRE.

Abelson is among the ranks of senior renters who are expected to more than double, to 12.2 million, by 2030, according to research from the Urban Institute. While younger adults of the millennial generation have helped drive demand for apartments, it's older Americans who will flood the market in years to come, pushing up rents and spurring construction of more multifamily housing. "It's a combination of their sheer size and that they're entering the age range where they increasingly downsize," says Jordan Rappaport, a senior economist at the Federal Reserve Bank of Kansas City who's studied the phenomenon. "It will put upward pressure on rents for all types" of multifamily buildings.

Rappaport found that adults in their 50s and 60s accounted for almost all of the increase in multifamily-building occupancy from 2000 to 2013. When the earliest members of the Baby Boom generation enter their 70s next year and start downsizing, "multifamily home construction is likely to continue to grow at a healthy rate through the end of the decade and thereafter remain well above its level prior to the housing crisis," Rappaport wrote in a report published in June.

Millennials and boomers could be competing for the same places to live. Alliance Residential is building housing complexes where the generations can coexist, says Ian Swiergol, managing director of the Alliance division covering Arizona, New Mexico, and Utah. The developer is designing buildings with smaller, more affordable units on ground floors to attract young adults, while creating bigger units on upper levels that feature wine refrigerators and touch-button window shades to appeal to boomers, says Swiergol. "We had one instance where we had a grandson, who was 28, and his grandmother, who was 90, both living in the same community," he says. Alliance, which has 34 regional offices nationwide, with an emphasis on major cities, is also exploring the construction of housing designed specifically for boomers, from independent living for ▶

"We had one instance where we had a grandson, who was 28, and his grandmother, who was 90, both living in the same community."
—Ian Swiergol, Alliance Residential

Housing

Retiring Boomers Crowd The Rental Market

▶ Former homeowners vie with millennials for apartments

▶ "I don't pay property taxes. I don't pay for maintenance"

Mike Abelson calls it his "man cave." After his wife died in October 2012, the 65-year-old put his house in Potomac, Md., up for sale and began renting a 1,400-square-foot apartment eight miles away in Bethesda. "I pay a pretty steep rent, but it's worth it," Abelson says. "I don't pay property taxes. I don't pay for maintenance, plumbing, or electrical. I don't have to pay for the grass cutting. It's just easier than being a homeowner."

Business Week July 25, 15

Markets/Finance

Apartment Boom

41%

Share of total housing starts in June that were multifamily buildings

Up from 16% six years ago, when economic expansion began

7.1%

Rental vacancy rate during the first quarter of 2015

Up from 7% at the end of 2014, which was the lowest since 1993

\$1,367

Nationwide median monthly rent in May

Up 14% from four years ago

◀ active seniors to assisted-living and memory-care facilities, he says.

Bozzuto Group, which manages about 51,000 units from Washington to Chicago—including Abelson's—says about 10 percent of its renters in 2014 were at least 60 years old, up from 8 percent in 2012. The company expects the share to continue to grow, according to President Toby Bozzuto. "And we haven't even begun to develop for them specifically," he says, adding that the company is looking to add rental properties catering to residents 55 and older.

Construction of multifamily housing has driven the industry's recovery in recent years. Buildings with five or more units represented about 41 percent of total U.S. housing starts in June, compared with 16 percent when the economic expansion began six years earlier, Department of Commerce figures show. Homebuilders such as **Lennar** are racing to take advantage of the market. The company, which focuses on single-family homes, said it's formed a \$1.1 billion joint venture with institutional investors to develop multifamily communities in 25 U.S. metropolitan markets.

Still, the rental vacancy rate is hovering near 21-year lows: It was 7.1 percent in the first quarter after falling at the end of 2014 to 7 percent, the lowest level since 1993, according to Commerce Department data. Such conditions have made it easier to raise rents. The nationwide median monthly rent as of May was \$1,367, up 14 percent from four years earlier, according to real estate website Zillow.

The Department of Labor's measure of what consumers pay for rental units has increased 3.5 percent in the 12 months through June. By comparison, consumer prices, minus food and energy, have advanced 1.8 percent in the same period. Rents are increasing so quickly they've helped put a floor under broader inflation measures, which Federal Reserve policymakers are keen to see rise as they

contemplate the timing of their first interest rate increase since 2006.

Rapidly rising rents could make life much harder for seniors who rent because they have to, not because they want to, says Laurie Goodman, director of the Housing Finance Policy Center at the Urban Institute. Generation X adults—those born from 1965 to 1980—who lost their homes in the housing crisis may have also lost the desire to own, further boosting rental demand. "It's not unreasonable to think that some seniors are going to get hurt disproportionately, because rents are going to rise and their fixed incomes aren't going to grow accordingly," she says. "There's going to be just a huge surge in the demand for rental housing, and there's not enough—period." —Victoria Stilwell

The bottom line With baby boomers helping drive down vacancy rates, rents climbed 3.5 percent in the 12 months through June.



U.S. Apartments

Premiums on luxury apartments create investment opportunity

**Matthew Vance**

Economist, Americas Research, Econometric Advisors

The trend toward developing luxury apartment buildings is not new, but it has become more widespread. It is drawing greater attention as a rising trend in most major markets, with the continued delivery of high-end rental housing—along with a lack of new moderately-priced apartments—likely contributing to strong overall rent growth that is leaving the budgets of many middle-class renters tighter than ever.

We dug into the data and drew from experts in the multifamily sector to see what we could uncover for investors who watch cycles and trends in order to make savvy investment decisions.

- The luxury development trend began in Texas in the mid-2000s and has since spread to most major markets around the country.
- A closer look at several markets—Austin, Los Angeles, Tampa, Raleigh, Boston and Washington D.C.—shows that rent premiums for new apartment buildings vary in their behavior across markets and over time.
- Some markets have seen new construction premiums diminish in recent years—attributable in part to the early movement toward luxury and the subsequent acceleration in rent growth among older buildings.
- In many other markets, however, new construction premiums have increased as the trend toward luxury has begun to take shape.
- These trends offer opportunities for multifamily investors to target timely equity allocations, based on property characteristics, desired hold periods, etc.

Although a consumer trend—whether organic foods, fuel-efficient vehicles, or luxury apartments—will materialize for any of a number of reasons, all trends begin somewhere, and they all require that consumers be willing to pay and that suppliers see pricing incentives to meet demand. In the early-to-mid 2000s, developers identified an opportunity in the South Texas residential real estate market: luxury for-rent apartments. By 2006-2007, apartments in new buildings throughout several Texas markets were leasing at rates more than 40% higher than the market average. In other words, new construction premiums were above 40%.

Today, we are seeing the same trend develop across many markets. Of the 179,000 units completed across 62 U.S. markets in 2014, approximately 80% carry rents in the top 20% of their respective markets. Rent premiums on new construction in Tampa and Los Angeles, for example, are now reaching 40%.

Consider figures 1 and 2. In each, the traditional bell curve represents the distribution of rents for an arbitrary market. The curve is the tallest where the majority of rents (and the average rent) fall, while very high and very low rents are represented in the tails of the curve, with increasingly fewer properties. Each chart also shows how the average new-construction rent compares to the average existing-stock rent in each of six markets (Austin, Los Angeles, Tampa, Raleigh, Boston, Washington D.C.). In each of the six, new-building rents are above the market average; that is, they command a new construction premium. While these results are unsurprising, not all construction premiums are the same.

Figure 1. Rents: New Construction vs. Existing Stock (2006)

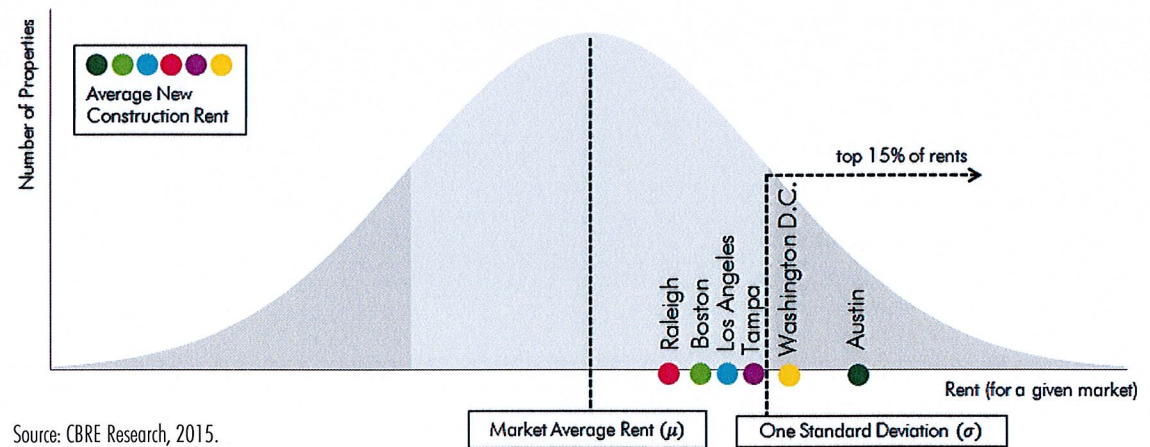
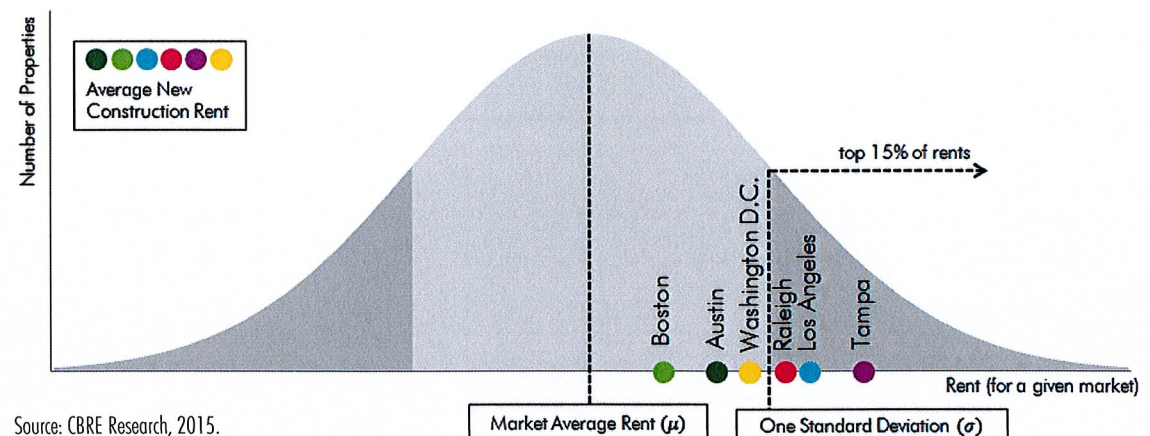


Figure 2. Rents: New Construction vs. Existing Stock (2015)



Rents that are more than one standard deviation above the average represent approximately the top 15% of a market's rents. In 2006, only Washington D.C. and Austin saw new apartments command rents above that threshold. Jump ahead to 2015 and something interesting has happened—every market (except Boston) has shifted. Markets that had relatively high construction premiums in 2006 no longer have them today, and those whose 2006 premiums were low have much higher premiums today. This information allows us to characterize these markets in additional ways.

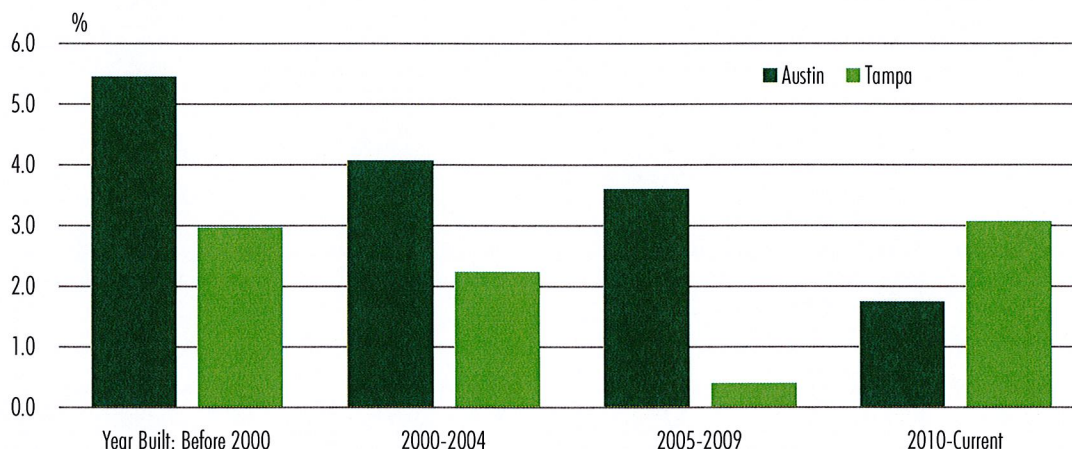
With all rents having increased over the period, any change in a given market's new construction premium (i.e., a shift in its position in the curve) indicates a difference between the increase in new construction rents and the increase in the existing stock rents.

To understand this better, let's first consider the change in Austin's construction premium over the period. Between 2006 and 2015, the premium decreased as the market-wide average rent increased by more (\$295—from \$810 to \$1,105 per unit) than the average rent for new apartments did (\$164—from \$1,177 to \$1,341 per unit). These increases amount to cumulative growth of 36% and 14%, respectively, over the period.

Meanwhile, Tampa saw an *increase* in its construction premium over the period, as its market-wide average rent increased by less than the average rent for new apartments did. One might assume that the rent growth rate for existing stock was lower than the rate for new apartments, but this is not necessarily true.¹ After all, if two different rents grow at the same rate, the larger (new construction, in this case) will increase by a greater dollar amount over time.

Figure 3 illustrates rent changes that have taken place in these two markets over the past few years. Tracking four cohorts of buildings, we find just what we would expect. In Austin, where the construction premium has decreased, rents in the older building cohorts have seen rents grow more quickly since 2012. In Tampa, where the premium has increased, rent growth looks much different; growth rates for the new and older cohorts are nearly identical. Meanwhile, a demand-side substitution effect, in which preference is given to only the newest buildings, is apparent—rents in apartments built between 2005 and 2009 have experienced virtually no rent growth in the period since 2012.

Figure 3. Average Annual Rent Growth Since 2012



Source: CBRE Research, 2015.

¹ Tampa's new apartments did see greater rent increases than existing stock in both dollar amount and growth rate. Over 2006-2015, the average rent for a new apartments grew by \$370—from \$1,002 to \$1,372 per unit (37%) while the stock of existing apartments grew by only \$145—from \$860 to \$1,005 per unit (17%).

For those whose investment decisions are informed by observation of cycles and trends, these findings could have significant implications. In markets where new construction premiums experience strong growth, a peak is likely to occur. Once a peak is reached, two factors can work to diminish construction premiums: 1) luxury buildings that were built recently but are no longer considered new will place upward pressure on the overall average market rent and 2) the average rent for existing apartments will begin to grow relatively quickly as a result.

A building's age will factor differently into its rent growth rate and potential for above-market performance depending on how far along its market is in adapting to the trend toward luxury. Certainly, in less-established rental markets where new construction premiums have not experienced an upward trend, there are opportunities for high-end apartment development. Further opportunity arises when existing stock begins a growth phase to bridge the rent gap created by luxury development; a value-add or rehab of an older building could capitalize on this.

CONTACT**Matthew Vance**

Economist, Econometric Advisors

+1 617 912 5242

matthew.vance@cbre.com

To learn more about CBRE Research, or to access additional research reports, please visit the Global Research Gateway at www.cbre.com/researchgateway.

Elizabeth Brotchie

Client Services, Global Research, Econometric Advisors

+1 617 912 5224

elizabeth.brotchie@cbre.com**Mary Suter**

Client Services, Global Research, Econometric Advisors

+1 617 912 5251

mary.suter@cbre.com

Disclaimer: Information contained herein, including projections, has been obtained from sources believed to be reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to confirm independently its accuracy and completeness. This information is presented exclusively for use by CBRE clients and professionals and all rights to the material are reserved and cannot be reproduced without prior written permission of CBRE.

Study sees only blue skies ahead for multifamily property owners - Sacramento Business Journal

Page 1 of 1

From the Sacramento Business Journal

<http://www.bizjournals.com/sacramento/news/2015/07/28/study-sees-only-blue-skies-ahead-for-multifamily.html>

Study sees only blue skies ahead for multifamily property owners

Jul 28, 2015, 6:40am PDT Updated: Jul 28, 2015, 7:03am PDT



Ben van der Meer

Staff Writer- *Sacramento Business Journal*

Email | [Twitter](#) | [LinkedIn](#) | [Google+](#)

Apartment owners in the region are enjoying one of the best markets in modern memory. And the latest occupancy and rent trends suggest it won't end anytime soon.

According to a new report from the Bay Area real estate consulting firm **RealFacts**, the super-hot rental market there is going to continue driving tenants into the Sacramento market.

In the second quarter of the year, local occupancy was 96 percent, with an average of \$1,160 per month. That was good enough for 14th in the state on both measures, but second-highest among inland metro areas for rent. Riverside-San Bernardino, at an average of \$1,287, was the only higher inland rent.

Sacramento's MSA performed better on rent growth year-over-year, at 10.5 percent, ranking ninth in the state.

The RealFacts report said when vacancy is at 5 percent, a market is in balance between renters looking for space and owners trying to push rents. Below that, rents are likely to rise until either there's a new supply of units or the market won't bear it.

The analysis suggests that when rents stop rising in San Francisco and San Jose, secondary markets like Sacramento could see a decline, with oversupply potentially an issue. However, that doesn't appear to be happening in the Bay Area or here anytime soon.

ATTACHMENT 13

During the second quarter, rents rose on average by \$66 a month in San Francisco. And locally, few new market-rate multifamily projects have received entitlements, and even fewer have begun construction. Most of those being built are in the midtown/downtown portion of Sacramento or West Sacramento's Bridge District.

Ben van der Meer covers real estate, development, construction, water issues and the business of sports.

Download Matrix Monthly - May 2015

Rents moved upward in May, according to the **latest Matrix Monthly** survey, a report on apartment market trends from Yardi. On a national level, rents rose by 0.8% to \$1,136, topping the all-time high of \$1,108 reached in February 2015. The figure represents a 6.1% year-over-year increase. The survey also found that monthly rent increases are strongest in metros in the West and South.

Rent gains were led by five cities with double-digit percentage year-over-year increases: Jacksonville, Fla., and Portland, Ore. (both 12.7%), San Francisco (11.9%), Sacramento, Calif. (11.8%) and Denver, Col. (11.5%). Rent growth was generally weaker in the Northeast and Mid-Atlantic metros, although some metros in those regions Boston, Philadelphia and Washington, D.C. improved their performance over the past three months.



Matrix Monthly highlights the result of Yardi's monthly survey of apartment owners in **61 of the markets** covered by the firm's **Pierce-Eislen unit**. It provides readers with data that includes national and market rent trends and forecasts, and job and supply growth.

Want to share the Matrix Monthly with colleagues? Forward this email and have them click **HERE**. Thanks for your help!

For more information about Yardi Matrix click **here**.

Questions?

Email Us

Please contact us by email or by phone at (480) 663-1149.

APARTMENT

Metro: Sacramento
Submarket: Rancho Cordova





Contents

Submarket Trend Futures	3
Current Submarket Rent Details	5
Rent Growth Comparisons	5
Current Submarket Vacancy Details	5
Vacancy Rate Comparisons	6
Submarket Unit Mix Rent Details	6
Submarket Unit Mix Inventory Details	7
Submarket Inventory Details	7
Inventory Growth Comparisons	8
Construction/Absorption Change	8
Submarket Area Map	9
Submarket Data	11
Submarket Class Cut	12
Market Data by Building Class - Class A Properties	13
Market Data by Building Class - Class B/C Properties	14
Reis Observer	15
Metro Trend Futures	27
Current Metro Rent Details	28
Rent Growth Comparisons	28
Current Metro Vacancy Details	28
Vacancy Rate Comparisons	29
Metro Unit Mix Rent Details	29
Metro Unit Mix Inventory Details	30
Metro Inventory Details	30
Inventory Growth Comparisons	31
Construction/Absorption Change	31
Economic and Demographic Trends	32
Metro Area Map	33
Metro Data	35
Metro Class Cut	36
Market Data by Building Class - Class A Properties	37
Market Data by Building Class - Class B/C Properties	38
Submarket Overview	39
New Construction Listing	41
Construction Deliveries	42
Metro Construction Breakdown	42
Submarket New Construction Project Tally	42
Metro Inventory Details	42
Inventory Growth Rankings Forecast	43
Construction/Absorption Change	43
Occupancy at Completion	43



Contents (Continued)

Stabilization Data	44
Metro Area Map	44
New Construction Listing	46
Sales Trend	52
Activity	53
Map	53
Most Recent Transactions	54
Comparable Group Details	55

APARTMENT



Submarket Trend Futures



Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 1 - Current Submarket Rent Details

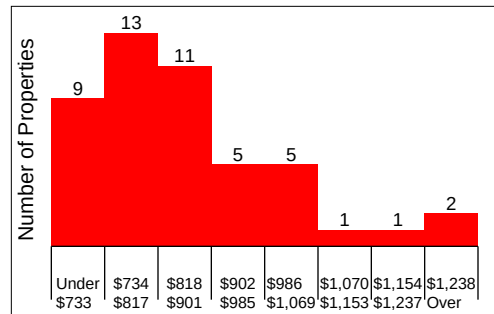
Asking Rent by Age

Year Built	Rent
Before 1970	\$746
1970-1979	\$788
1980-1989	\$953
1990-1999	\$1,105
2000-2009	\$1,176
After 2009	n/a
All	\$918

As of 06/30/15

Asking Rent Distribution

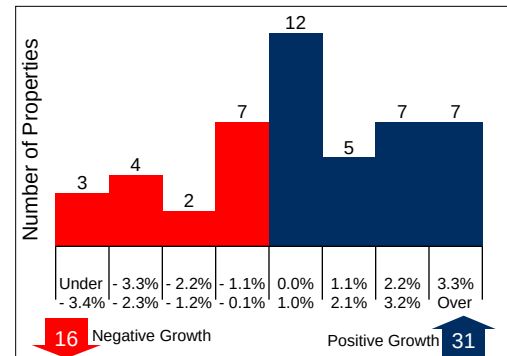
Low	25%	Mean	Median	75%	High
\$649	\$783	\$918	\$923	\$1,042	\$1,323



As of 06/30/15

Asking Rent Growth Rate Distribution

Low	25%	Mean	Median	75%	High
- 3.9%	- 0.4%	0.7%	0.8%	2.3%	4.9%



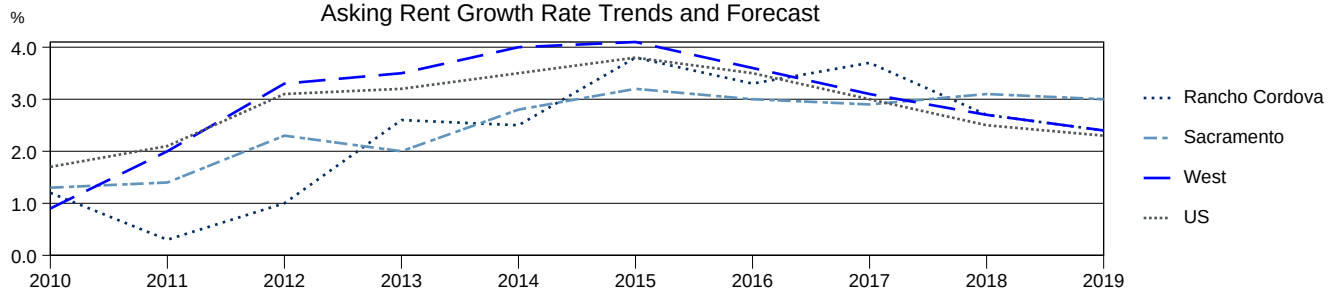
Qtr Ending 06/30/15

Section 2 - Rent Growth Comparisons

	Asking Rent Growth						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Rancho Cordova	0.7%	1.0%	0.9%	2.5%	2.0%	1.5%	3.2%
Sacramento	0.7%	0.9%	0.8%	2.8%	2.3%	2.0%	3.0%
West	1.2%	0.8%	1.0%	4.0%	3.6%	2.7%	3.2%
United States	1.1%	0.7%	0.9%	3.5%	3.3%	2.7%	3.0%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Submarket Rank Compared to:	Total Subs	Submarket Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	17	9	4	6	10	13	11	7
West	240	130	71	94	145	193	178	79
United States	835	382	207	268	440	607	669	170

Asking Rent Growth Rate Trends and Forecast



Period ending 12/31/19

Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

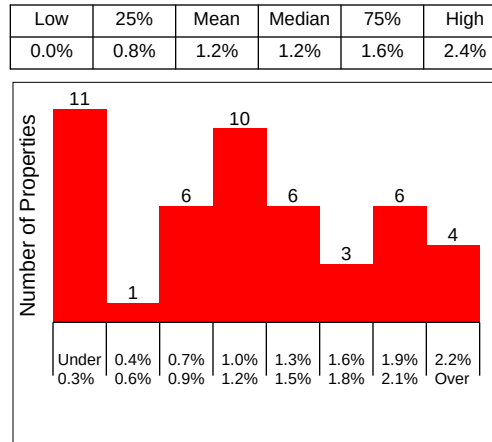
Section 3 - Current Submarket Vacancy Details

Vacancy Rate By Age

Year Built	Vac. Rate
Before 1970	1.0%
1970-1979	1.1%
1980-1989	1.2%
1990-1999	1.2%
2000-2009	1.9%
After 2009	n/a
All	1.2%

As of 06/30/15

Vacancy Rate Distribution

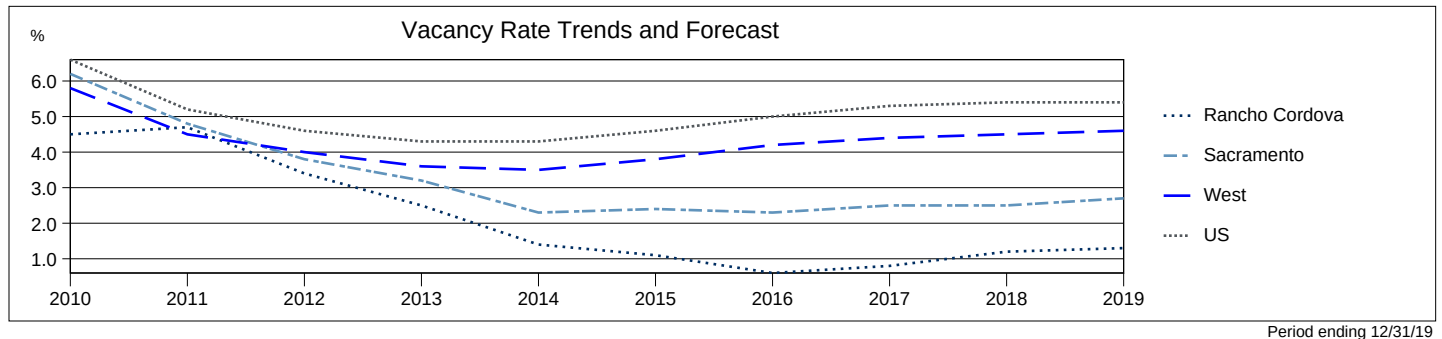


As of 06/30/15

Section 4 - Vacancy Rate Comparisons

	Vacancy Rates						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Rancho Cordova	1.2%	1.2%	1.2%	1.9%	3.0%	3.9%	1.0%
Sacramento	2.3%	2.3%	2.3%	2.8%	3.5%	4.6%	2.5%
West	3.4%	3.4%	3.4%	3.6%	3.9%	4.7%	4.3%
United States	4.2%	4.2%	4.2%	4.3%	4.6%	5.5%	5.1%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Submarket Rank Compared to:	Total Subs	Submarket Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	17	1	2	2	3	5	2	2
West	240	15	14	16	35	71	76	5
United States	835	33	29	32	74	169	181	9



Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

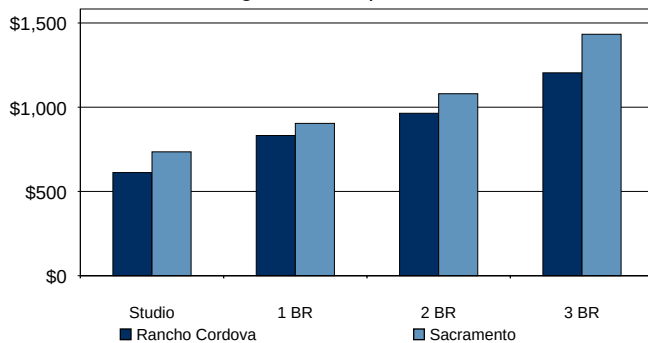
Metro: Sacramento

Submarket: Rancho Cordova

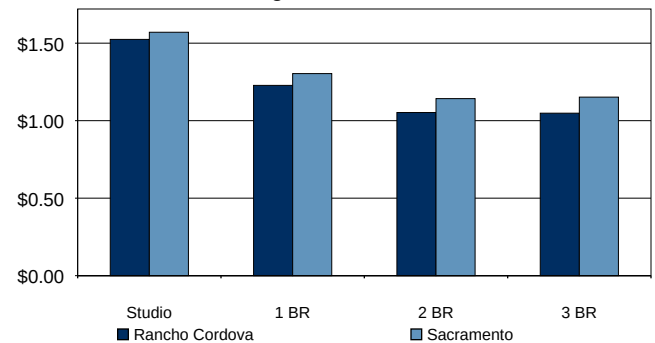
Section 5 - Submarket Unit Mix Rent Details

Current Submarket Average Rents and Sizes				Asking Rent Growth					
	2Q 2015			Quarterly			Annualized		
	Rent	Avg. SF	Avg. Rent PSF	2Q15	1Q15	YTD	1 Year	3 Year	5 Year
Studio/Efficiency	\$612	401	\$ 1.52	3.2%	- 1.0%	2.2%	0.5%	0.1%	0.0%
One Bedroom	\$832	678	\$ 1.23	1.2%	1.1%	2.3%	2.7%	2.4%	1.8%
Two Bedroom	\$964	916	\$ 1.05	0.4%	0.6%	1.0%	3.0%	2.1%	1.4%
Three Bedroom	\$1,204	1149	\$ 1.05	0.8%	5.8%	6.6%	- 4.9%	- 0.9%	0.1%
Average over period ending:				06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14

Asking Rent Comparisons



Asking Rent Per SF



	Studio	1 BR	2 BR	3 BR
Rancho Cordova	\$612	\$832	\$964	\$1,204
Sacramento	\$735	\$904	\$1,080	\$1,433

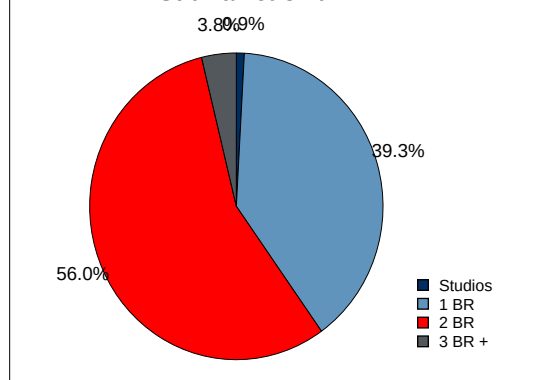
As of 06/30/15

	Studio	1 BR	2 BR	3 BR
Rancho Cordova	\$ 1.52	\$ 1.23	\$ 1.05	\$ 1.05
Sacramento	\$ 1.57	\$ 1.30	\$ 1.14	\$ 1.15

As of 06/30/15

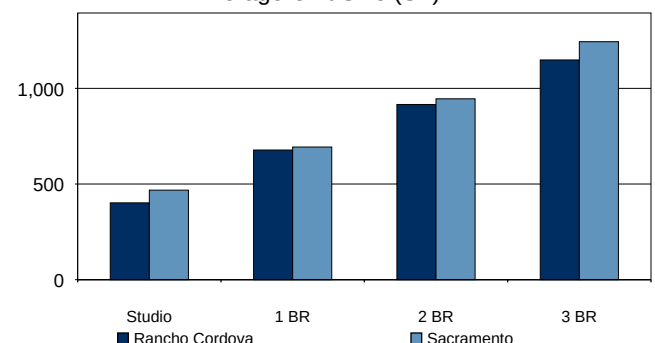
Section 6 - Submarket Unit Mix Inventory Details

Submarket Unit Mix



As of 06/30/15

Average Unit Size (SF)



As of 06/30/15

Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 7 - Submarket Inventory Details

Inventory By Building Age

Year Built	Percent
Before 1970	6.0%
1970-1979	36.0%
1980-1989	36.0%
1990-1999	20.0%
2000-2009	3.0%
After 2009	0.0%
All	100.0%

As of 06/30/15

Apartment Stock Traits

	Submarket			
	Low	Mean	Median	High
Year Built	1961	1979	1978	2007
Size (units)	39	153	112	600
Distance to Highway (miles)	0.1	0.6	0.5	1
Distance to CBD (miles)	5.8	8.9	9.1	11.5
Distance to Landmark (miles)	7.1	10.2	10.3	12.6

As of 06/30/15 Landmark = Coast

Average Submarket Lease Terms

Free Rent (mos)	Expenses % (Apartment)
0.27	40.2%

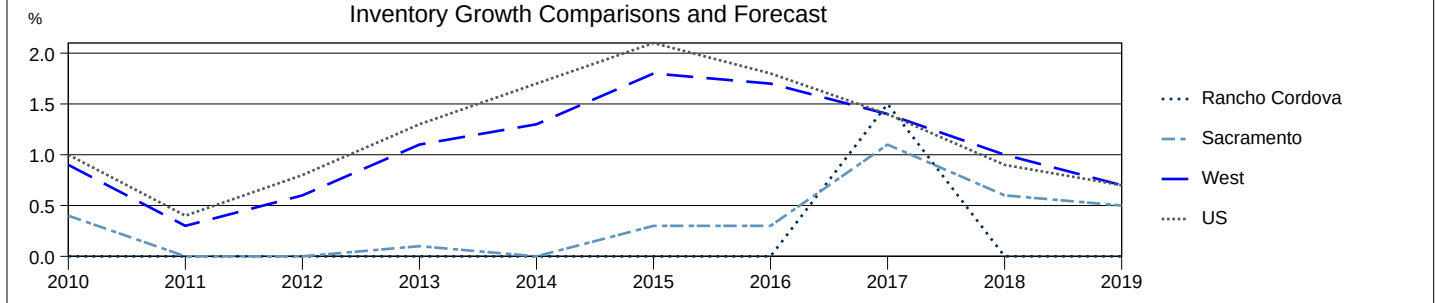
As of 06/30/15

Section 8 - Inventory Growth Comparisons

	Inventory Growth Rates						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Rancho Cordova	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%
Sacramento	0.0%	0.1%	0.1%	0.0%	0.0%	0.1%	0.6%
West	0.4%	0.2%	0.3%	1.3%	1.0%	0.8%	1.3%
United States	0.5%	0.3%	0.4%	1.7%	1.3%	1.1%	1.4%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Submarket Rank Compared to:	Total Subs	Submarket Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	17	5	5	6	5	5	6	7
West	240	166	166	171	181	194	200	162
United States	835	556	542	576	612	667	687	584

Inventory Growth Comparisons and Forecast



Period ending 12/31/19

Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

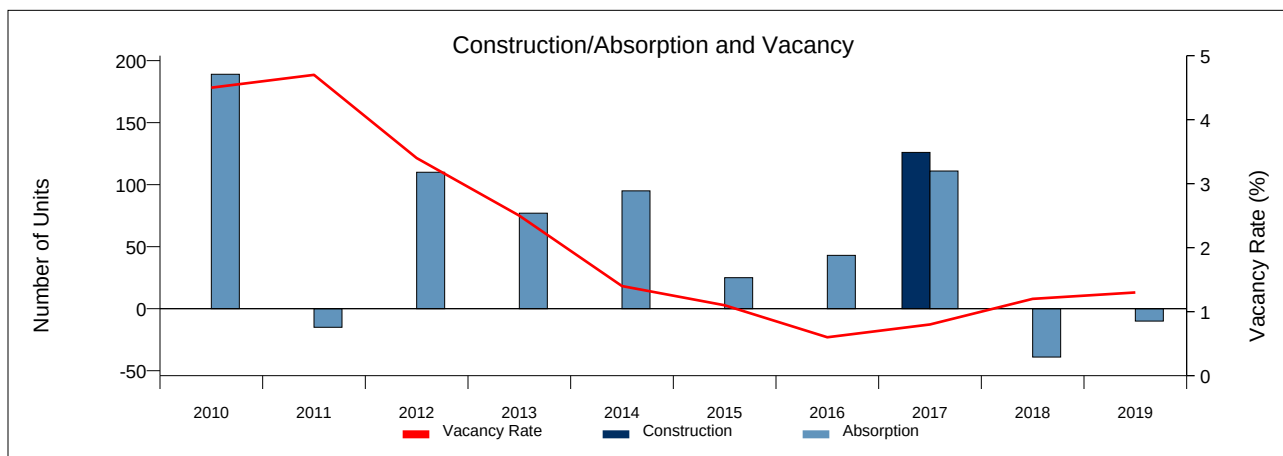
Section 9 - Construction/Absorption Change

Construction and Absorption

	Quarterly								
	2Q15			1Q15			YTD Avg		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
	0	4	0.0	0	17	0.0	0	11	0.0
Rancho Cordova	50	33	1.5	96	175	0.5	73	104	0.7
Sacramento									
Average over period ending:	06/30/15	06/30/15	06/30/15	03/31/15	03/31/15	03/31/15	06/30/15	06/30/15	06/30/15

	Annualized								
	1 Year History			3 Year History			5 Year History		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
	0	95	0.0	0	94	0.0	0	91	0.0
Rancho Cordova	36	864	0.0	40	874	0.0	111	1,113	0.1
Sacramento									
Average over period ending:	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14

	Annualized		
	5 Year Forecast		
	Units Built	Units Absorbed	Con/Abs Ratio
	25	26	1.0
Rancho Cordova	586	504	1.2
Sacramento			
Average over period ending:	12/31/19	12/31/19	12/31/19



Period ending 12/31/19

Submarket Trend Futures

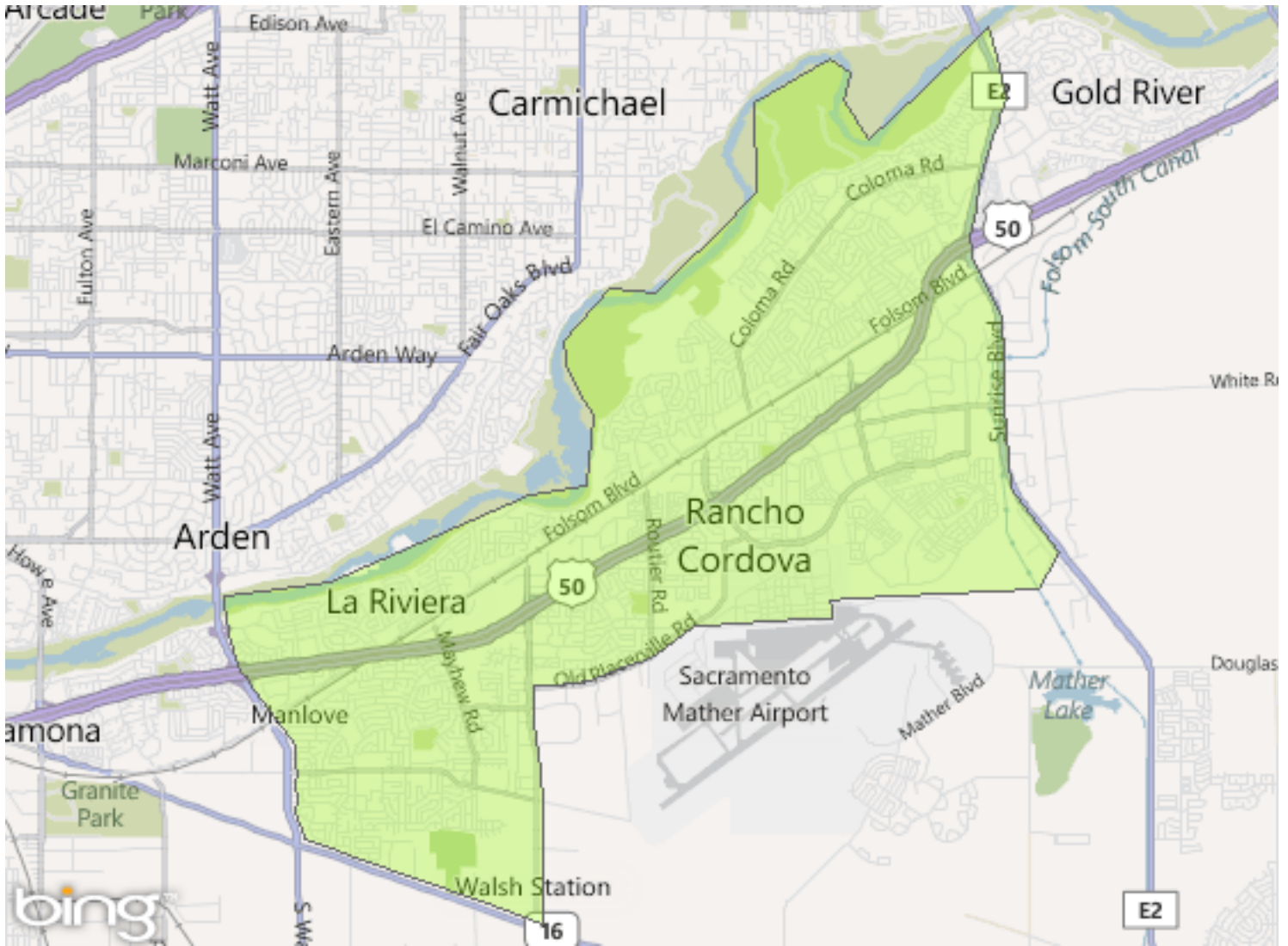
Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 10 - Submarket Area Map: Rancho Cordova



Metro:Sacramento Submarket:Rancho Cordova

S Watt Ave

State Hwy 16

Bradshaw Rd

Mather AFB Boundary

Sunrise Blvd

American River

Old Placerville Rd



Submarket Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 11 - Submarket Data

Year	Qtr	Inventory SF/Units	Completions	Inventory Growth%	Vacant Stock	Vacancy Rate	Vacancy Change(BPS)	Occupied Stock	Net Absorption	Asking Rent	Ask Rent % Chg
2010	Y	8,597	0	0.0%	387	4.5%	-220	8,210	189	\$847	1.1%
2011	Y	8,597	0	0.0%	402	4.7%	20	8,195	-15	\$849	0.3%
2012	Y	8,597	0	0.0%	292	3.4%	-130	8,305	110	\$857	1.0%
2013	Q3	8,597	0	0.0%	267	3.1%	10	8,330	-9	\$881	0.7%
2013	Q4	8,597	0	0.0%	215	2.5%	-60	8,382	52	\$880	-0.1%
2013	Y	8,597	0	0.0%	215	2.5%	-90	8,382	77	\$880	2.7%
2014	Q1	8,597	0	0.0%	155	1.8%	-70	8,442	60	\$882	0.2%
2014	Q2	8,597	0	0.0%	150	1.8%	0	8,447	5	\$886	0.5%
2014	Q3	8,597	0	0.0%	138	1.6%	-20	8,459	12	\$893	0.8%
2014	Q4	8,597	0	0.0%	120	1.4%	-20	8,477	18	\$902	1.1%
2014	Y	8,597	0	0.0%	120	1.4%	-110	8,477	95	\$902	2.5%
2015	Q1	8,597	0	0.0%	103	1.2%	-20	8,494	17	\$912	1.0%
2015	Q2	8,597	0	0.0%	99	1.2%	0	8,498	4	\$918	0.7%
2015	Y	8,597	0	0.0%	95	1.1%	-30	8,502	25	\$936	3.8%
2016	Y	8,597	0	0.0%	52	0.6%	-50	8,545	43	\$967	3.3%
2017	Y	8,723	126	1.5%	67	0.8%	20	8,656	111	\$1,003	3.7%
2018	Y	8,723	0	0.0%	106	1.2%	40	8,617	-39	\$1,030	2.7%
2019	Y	8,723	0	0.0%	116	1.3%	10	8,607	-10	\$1,055	2.4%

Year	Qtr	Effective Rent	Eff Rent % Chg	Cons/Abs	Abs/Occ Stock%
2010	Y	\$808	1.9%	0.0	2.3%
2011	Y	\$811	0.4%	0.0	-0.2%
2012	Y	\$825	1.6%	0.0	1.3%
2013	Q3	\$849	0.6%	0.0	-0.1%
2013	Q4	\$849	0.0%	0.0	0.6%
2013	Y	\$849	2.9%	0.0	0.9%
2014	Q1	\$850	0.2%	0.0	0.7%
2014	Q2	\$855	0.6%	0.0	0.1%
2014	Q3	\$863	0.9%	0.0	0.1%
2014	Q4	\$873	1.2%	0.0	0.2%
2014	Y	\$873	2.9%	0.0	1.1%
2015	Q1	\$886	1.4%	0.0	0.2%
2015	Q2	\$898	1.3%	0.0	0.0%
2015	Y	\$913	4.6%	0.0	0.3%
2016	Y	\$941	3.0%	0.0	0.5%
2017	Y	\$970	3.1%	1.1	1.3%
2018	Y	\$1,000	3.1%	0.0	-0.5%
2019	Y	\$1,031	3.1%	0.0	-0.1%

APARTMENT



Submarket Class Cut





Submarket Class Cut

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 12 - Market Data by Building Class - Class A Properties

Year	Quarter	Inventory (Units)	Completions	Vac %	Vacant Stock	Occupied Stock	Net Abs	Asking Rent(\$)	Rent Change	Constr/ Abs	Abs/Occ Stock %	Gr Rev. Unit (\$)
2000	Y	3,440	0	0.9%	31	3,409	69	\$785	9.2%	0.0	2.0	\$777.93
2001	Y	3,440	0	4.0%	137	3,303	-106	\$827	5.4%	0.0	-3.2	\$794.06
2002	Y	3,440	0	3.1%	108	3,332	29	\$858	3.7%	0.0	0.9	\$831.06
2003	Y	3,440	0	3.9%	135	3,305	-27	\$876	2.1%	0.0	-0.8	\$841.62
2004	Y	3,440	0	4.4%	151	3,289	-16	\$876	0.0%	0.0	-0.5	\$837.55
2005	Y	3,260	0	3.5%	115	3,145	-144	\$914	4.3%	0.0	-4.6	\$881.76
2006	Y	3,260	0	3.7%	121	3,139	-6	\$921	0.8%	0.0	-0.2	\$886.82
2007	Y	3,468	208	4.4%	152	3,316	177	\$945	2.6%	1.2	5.3	\$903.58
2008	Y	3,468	0	4.7%	163	3,305	-11	\$968	2.4%	0.0	-0.3	\$922.50
2009	Y	3,468	0	4.8%	166	3,302	-3	\$919	- 5.1%	0.0	-0.1	\$875.01
2010	Y	3,468	0	2.4%	84	3,384	82	\$913	- 0.7%	0.0	2.4	\$890.89
2011	1	3,468	0	2.9%	100	3,368	-16	\$910	- 0.3%	0.0	-0.5	\$883.76
2011	2	3,468	0	3.2%	112	3,356	-12	\$910	0.0%	0.0	-0.4	\$880.61
2011	3	3,468	0	2.0%	70	3,398	42	\$919	1.0%	0.0	1.2	\$900.45
2011	4	3,468	0	2.2%	76	3,392	-6	\$910	- 1.0%	0.0	-0.2	\$890.06
2011	Y	3,468	0	2.2%	76	3,392	8	\$910	- 0.3%	0.0	0.2	\$890.06
2012	1	3,468	0	2.4%	83	3,385	-7	\$912	0.2%	0.0	-0.2	\$890.17
2012	2	3,468	0	2.5%	86	3,382	-3	\$925	1.4%	0.0	-0.1	\$902.06
2012	3	3,468	0	2.4%	83	3,385	3	\$919	- 0.6%	0.0	0.1	\$897.01
2012	4	3,468	0	2.1%	72	3,396	11	\$914	- 0.5%	0.0	0.3	\$895.02
2012	Y	3,468	0	2.1%	72	3,396	4	\$914	0.4%	0.0	0.1	\$895.02
2013	1	3,468	0	2.3%	80	3,388	-8	\$928	1.5%	0.0	-0.2	\$906.59
2013	2	3,468	0	2.0%	69	3,399	11	\$947	2.0%	0.0	0.3	\$928.16
2013	3	3,468	0	2.1%	73	3,395	-4	\$953	0.6%	0.0	-0.1	\$932.94
2013	4	3,468	0	1.5%	52	3,416	21	\$963	1.0%	0.0	0.6	\$948.56
2013	Y	3,468	0	1.5%	52	3,416	20	\$963	5.4%	0.0	0.6	\$948.56
2014	1	3,468	0	1.0%	34	3,434	18	\$969	0.6%	0.0	0.5	\$959.50
2014	2	3,468	0	0.9%	32	3,436	2	\$965	- 0.4%	0.0	0.1	\$956.10
2014	3	3,468	0	0.8%	27	3,441	5	\$983	1.9%	0.0	0.1	\$975.35
2014	4	3,468	0	0.7%	24	3,444	3	\$996	1.3%	0.0	0.1	\$989.11
2014	Y	3,468	0	0.7%	24	3,444	28	\$996	3.4%	0.0	0.8	\$989.11
2015	1	3,468	0	0.6%	21	3,447	3	\$1,011	1.5%	0.0	0.1	\$1,004.88
2015	2	3,468	0	0.6%	21	3,447	0	\$1,018	0.7%	0.0	0.0	\$1,011.84

**Submarket Class Cut**

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

Submarket: Rancho Cordova

Section 13 - Market Data by Building Class - Class B/C Properties

Year	Quarter	Inventory (Units)	Completions	Vac %	Vacant Stock	Occupied Stock	Net Abs	Asking Rent(\$)	Rent Change	Constr/ Abs	Abs/Occ Stock %	Gr Rev. Unit (\$)
2000	Y	5,129	0	1.4%	72	5,057	102	\$625	12.0%	0.0	2.0	\$616.23
2001	Y	5,129	0	2.7%	137	4,992	-65	\$690	10.4%	0.0	-1.3	\$671.57
2002	Y	5,129	0	3.4%	175	4,954	-38	\$714	3.5%	0.0	-0.8	\$689.64
2003	Y	5,129	0	5.2%	268	4,861	-93	\$744	4.2%	0.0	-1.9	\$705.12
2004	Y	5,129	0	5.4%	277	4,852	-9	\$758	1.9%	0.0	-0.2	\$717.06
2005	Y	5,129	0	4.6%	237	4,892	40	\$764	0.8%	0.0	0.8	\$728.70
2006	Y	5,129	0	5.7%	290	4,839	-53	\$774	1.3%	0.0	-1.1	\$730.24
2007	Y	5,129	0	6.6%	338	4,791	-48	\$795	2.7%	0.0	-1.0	\$742.61
2008	Y	5,129	0	5.7%	293	4,836	45	\$813	2.3%	0.0	0.9	\$766.56
2009	Y	5,129	0	8.0%	410	4,719	-117	\$781	-3.9%	0.0	-2.5	\$718.57
2010	Y	5,129	0	5.9%	303	4,826	107	\$803	2.8%	0.0	2.2	\$755.56
2011	1	5,129	0	5.6%	287	4,842	16	\$795	-1.0%	0.0	0.3	\$750.51
2011	2	5,129	0	5.4%	279	4,850	8	\$801	0.8%	0.0	0.2	\$757.43
2011	3	5,129	0	7.0%	361	4,768	-82	\$799	-0.2%	0.0	-1.7	\$742.76
2011	4	5,129	0	6.4%	327	4,802	34	\$808	1.1%	0.0	0.7	\$756.49
2011	Y	5,129	0	6.4%	327	4,802	-24	\$808	0.6%	0.0	-0.5	\$756.49
2012	1	5,129	0	5.8%	296	4,833	31	\$808	0.0%	0.0	0.6	\$761.37
2012	2	5,129	0	5.7%	292	4,837	4	\$808	0.0%	0.0	0.1	\$762.00
2012	3	5,129	0	5.1%	261	4,868	31	\$820	1.5%	0.0	0.6	\$778.27
2012	4	5,129	0	4.3%	219	4,910	42	\$819	-0.1%	0.0	0.9	\$784.03
2012	Y	5,129	0	4.3%	219	4,910	108	\$819	1.4%	0.0	2.2	\$784.03
2013	1	5,129	0	3.8%	195	4,934	24	\$829	1.2%	0.0	0.5	\$797.48
2013	2	5,129	0	3.7%	189	4,940	6	\$825	-0.5%	0.0	0.1	\$794.60
2013	3	5,129	0	3.8%	194	4,935	-5	\$832	0.8%	0.0	-0.1	\$800.53
2013	4	5,129	0	3.2%	163	4,966	31	\$824	-1.0%	0.0	0.6	\$797.81
2013	Y	5,129	0	3.2%	163	4,966	56	\$824	0.6%	0.0	1.1	\$797.81
2014	1	5,129	0	2.4%	121	5,008	42	\$822	-0.2%	0.0	0.8	\$802.61
2014	2	5,129	0	2.3%	119	5,010	2	\$832	1.2%	0.0	0.0	\$812.70
2014	3	5,129	0	2.2%	111	5,018	8	\$831	-0.1%	0.0	0.2	\$813.02
2014	4	5,129	0	1.9%	97	5,032	14	\$838	0.8%	0.0	0.3	\$822.15
2014	Y	5,129	0	1.9%	97	5,032	66	\$838	1.7%	0.0	1.3	\$822.15
2015	1	5,129	0	1.6%	82	5,047	15	\$845	0.8%	0.0	0.3	\$831.49
2015	2	5,129	0	1.5%	78	5,051	4	\$852	0.8%	0.0	0.1	\$839.04

APARTMENT



Reis Observer



THE ECONOMY

Not quite there yet. The Sacramento economy, doubly ravaged by the recession and its impacts on the Construction sector and on housing as well as by the contraction in State Government, an effect of what had seemed a near-perpetual budget crisis (now resolved), has been slow to recover its earlier losses. Indeed, as California's capital city, Sacramento has a huge public sector employment component: as the largest employment sector by far in the local Metropolitan Statistical Area (MSA), Government's 222,200 jobs (state, local, and federal combined) accounted for fully 24.3% of total MSA non-farm jobs as of August.

Even as the nation as a whole has returned to and now surpasses pre-recession employment totals, the Sacramento area is not quite there yet. According to data provided by the U.S. Bureau of Labor Statistics (BLS), total local non-farm employment as of August remained down 3,900 jobs (0.4%) from the total reported for August 2007. Given current rates of job growth, however, that narrow gap should soon close. While far from spectacular, the 24,700-jobs (2.8%) increase in total non-farm employment over the 12-month span ending with August 2015 indicates substantial job creation. The gain over 24 months was 51,600 jobs (6.0%).

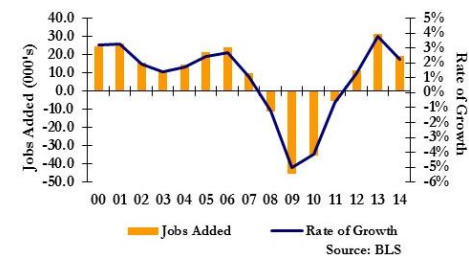
Strongest job growth over the latest August-to-August period is indicated for the Leisure and Hospitality sector—a robust 10.4% increase, representing the net addition of 9,800 jobs, highest metrowide in both growth rate and jobs added. Second in job creation was the Professional and Business Services sector with 5,600 added net—a gain of 4.7%. Trade, Transportation, and Utilities followed with a net gain of 5,000 jobs—growth at 3.5%. All other sectors with the exception of Information, which lost 300 jobs, saw gains over the period. Manufacturing was weakest with a gain of about 100.

The Government sector, the recent troubles in which served to impede the region's progress, also plays a substantial role in the region's current job growth profile. Employment by Government was up 1,900 jobs August-to-August for a gain on the order of 0.9%. With the Federal and Local Government subsectors essentially flat over the period, job growth in State Government ran at 2,000 jobs, a gain of 1.8%. The increase in State Government employment since August 2012, reflecting resolution of the budget crisis, was fully 8,400 jobs (8.0%).

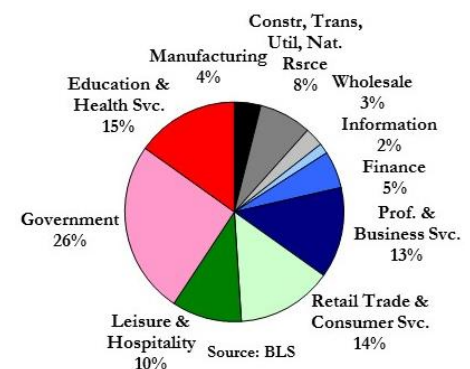
Employment:

- The BLS reports a seasonally unadjusted unemployment rate of 5.6% in June for the Sacramento-Roseville-Arden-Arcade MSA, down from 7.0% one year earlier.
- Moody's Economy.com reports a second quarter 2015 average household income of \$135,440 for Sacramento. Average household incomes of \$138,245 and \$145,359 are reported for the top metros in the nation and West region, respectively.

Employment Growth:



Employment by Sector:



OUTLOOK

The local economy is on the brink, at long last, of redeeming its recession-related job losses, quantitatively speaking; that threshold likely lies not many months away. Downtown development including and related to the new arena for the Sacramento Kings should be helpful for the core area, which has seen little of the development fervor common among the nation's Central Business Districts (CBD's) given the post-recession emergence of the Millennials as a major source of residential demand and of related mixed-use redevelopment initiatives. Barring changes at the national level, the local economy should show additional progress.

Reis Observer

October 1, 2015
Metro: Sacramento

THE REAL ESTATE MARKET

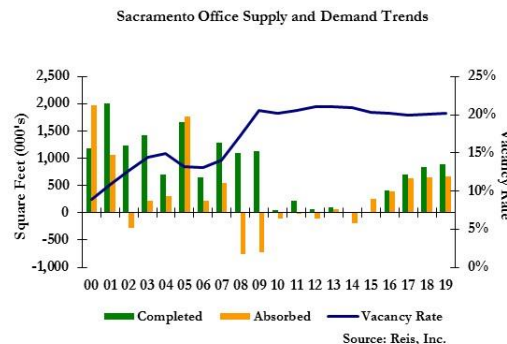
OFFICE

As high-technology industry is the backbone of the office markets in the nearby San Francisco Bay and San Jose-Silicon Valley areas, so the California state government has been the main support for the less exalted Sacramento area market, protecting it as well against cycles in the private economy. While there has been some tech growth in the Sacramento area and some corporate relocations as well, including financial sector entities, these sources of demand have largely dried up. And with the state government suffering an extended budget crisis (finally resolved in the recent period), the local general purpose, multi-tenant office market was left in limbo. Development has been minimal since the recession, and demand has been mainly negative. Indeed, total net absorption over the seven-year span ending with 2014, including that year's negative 191,000 square feet, alongside no new additions to supply, was negative 1.86 million.

In 2015, however, the market has shown new signs of life. With no new supply coming online, net absorption for the first half of the year was counted by Reis at 230,000 square feet. The total for the second quarter alone was 157,000, to which July added 59,000 more. According to Newmark Cornish & Carey, strong leasing activity during the second quarter focused most heavily on the CBD and South Natomas areas.

Vacancy remains elevated. Reis put the second quarter metro rate at 20.4%, down 30 basis points for the period and down 50 year-to-date following a 10-basis-points decline in 2014. While high, the vacancy rate has struck its lowest mark since the third quarter of 2011. The Class A rate, also heading downward, was slightly more favorable at 19.5%. Among major submarkets, meanwhile, quarter-end overall vacancy was lowest in the Downtown/Midtown submarket at 14.6%.

No office projects of any description were under construction per the date of this report. In South Natomas, meanwhile, a moratorium on



Special Real Estate Factors:

- Office:** "Four out of five of the largest lease signings occurred in the 50 Corridor East and Downtown submarkets... [including] the 138,811-square-foot lease by The State of California's Department of Conservation at 801 K Street," stated Newmark Cornish & Carey in its second quarter report on the local market. In addition, the state's Healthcare Services agency leased 77,742 square feet at 1700 K Street. The quarter's two largest leases, noted this source, were signed by the state.

Reis Observer

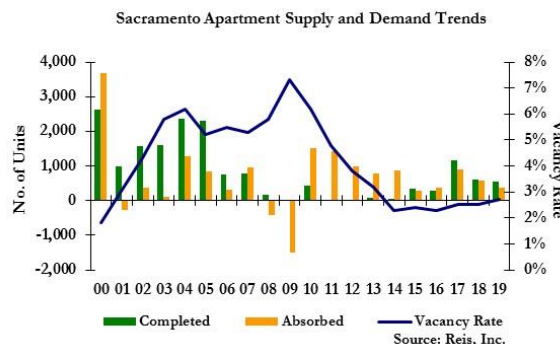
October 1, 2015
Metro: Sacramento

construction has been lifted. There is “a noticeable lack” of large contiguous spaces here and in the CBD, notes Newmark Cornish & Carey. “For the first time in seven years it may become feasible for developers to contemplate new office construction in a few select submarkets,” states this source. “Expect any new construction to occur in South Natomas, Downtown, and possibly West Sacramento.” By the end of July, the rate had slipped to 20.2%. Rent growth, weak in the recent period, also has improved. At \$24.11 psf and \$19.20 psf, second quarter asking and effective averages were up 0.6% each for the period following similar gains the quarter before. Gains for all of 2014 were just 0.5% for both rates.

- *Alongside no new supply, Reis expects about 250,000 square feet of net absorption for the year all told as the vacancy rate closes at about 20.0%. Rent growth just under 2.0% on average, best since 2007, is expected. The potential for new construction, as referenced, bears watching.*

APARTMENT

Sacramento provides an unusual contrast—extremely low vacancy rates, high rates of rent growth, and a favorable demand profile alongside minimal new development. Indeed, over the four-year span ending with 2014, only 120 market-rate apartments completed construction metrowide. While construction has since increased and may increase additionally, large volumes are not expected. There are a few reasons for this. As indicated, the local economy has been very slow to recover from its severe recession setbacks. In addition, however, apartment development is inhibited by strong community resistance to high-density development and the fear of lawsuits under the California Environmental Quality Act (CEQA), often filed after project permitting has been completed. “For every good reason to pursue apartments, a group of motivated neighbors can provide a reason not to,” *Sacramento Business Journal* reported in July. In addition, high and rising rents serve to restrict the pool of renters available to new projects. Virtually all market-rate construction in metro Sacramento since 1995 has been Class A.



Special Real Estate Factors:

Continued

- **Apartment:** *The affordability crunch remains an acute problem—and not just for renters. According to an August report in Sacramento Business Journal citing rental site Zumper.com (Zumper, Inc.), the average one-bedroom rent in the region increased 15.0% year-over-year in July to \$900. In addition to renters, however, “there are two other groups that might not like to see rents rising: developers and potential investors,” added the report. “As any multifamily developer can tell you, new apartments tend to take a long time to entitle, finance, and build in even the best of markets. The danger is that by the time the apartments are developed, rents may have flattened or even dropped, making the project less viable.”*

The delivery of 146 market-rate units in two new projects through the first half of 2015 met with 208 units of positive net absorption. Respective totals for the second quarter alone were 50 units, belonging to the 16 Powerhouse development which completed at 16th and “P” streets downtown in June, and 33 units. With construction becoming more active, four projects with a combined total of 561 market-rate apartments were under construction as of mid-September. Prominent among them and due online in October is the 270-unit first phase of the Capitol Yards development at 5th Street and Capitol Avenue. A start that month is planned for the 108-unit second phase with completion to follow in June 2017. The newest project, breaking ground in April, is the 55-unit apartment component of the 700 K Block mixed-use development, also downtown.

Vacancy, exceedingly low, ended the quarter at just 2.3%, unchanged since year-end following a decline by 90 basis points all told last year. Class A vacancy ended the quarter at 2.4%. Rent growth has been strong. At \$1,022 and \$996 per month, second quarter asking and effective averages were up 0.7% and 1.0% for the period after similar increases the quarter before and gains of 2.8% and 3.1% all told in 2014. “For apartment-property owners, the sun is shining,” noted the *Journal* in an August report. “But for renters and those concerned with affordability, the increase is distressing, given that incomes are not rising nearly as fast. What’s more, all indicators point to more upward pressure on rents because occupancy rates are high.” The shortage of affordable options, accordingly, remains an acute problem—and there’s more to it than meets the eye (see *Special Real Estate Factors*).

July followed with no new supply deliveries, 45 units of negative net absorption (the negative activity is expected to be temporary), flat vacancy, and large gains in average rents—0.7% asking, 0.6% effective.

- *New supply could run ahead of net absorption in 2015 all told, but not significantly. Occupancy will remain very high for the foreseeable term. Rent growth above 3.0% is expected on average for the current year.*

Reis Observer

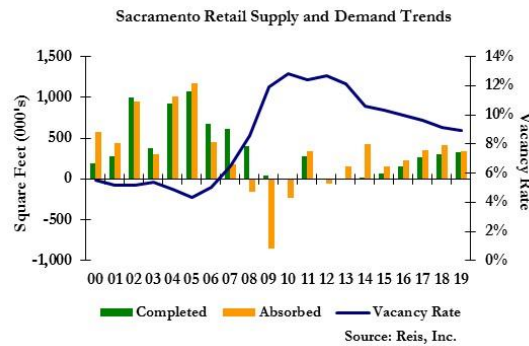
October 1, 2015
Metro: Sacramento

RETAIL

It seems that neither the relatively stagnant local economy nor the rise of e-commerce retailing has prevailed against recent increases in retail real estate development in the Sacramento area. While only 21,235 square feet of retail product completed

construction all told last year followed by only 28,000 year-to-date in 2015, fully 1.29 million was under construction metrowide as of mid-September. This activity is dominated by two power centers in north suburban Rocklin—the 543,500-square-foot Rocklin Crossing and the 380,000-square-foot Rocklin Commons, both on Sierra College Boulevard, both from developer Donohue Schriber, both scheduled to complete during the fourth quarter. Second quarter metro area power center vacancy was low and declining at 3.8%. At \$31.20 psf, the second quarter average asking rent for non-anchor power center space was up 1.7% year-over-year. The remainder under way, 363,325 square feet in six projects, consists of a mix of small neighborhood center, mixed-use, and freestanding developments.

The community-neighborhood shopping center market as tracked by Reis has been relatively quiet until recently with respect to new construction. Demand, though, has been strong. The 21,000 square feet of such space that completed construction in a single project all told last year met with 429,000 square feet of positive net absorption. A lack of deliveries during the first half of 2015 was accompanied by net absorption at 100,000, 38,000 of which is attributed to the second quarter. Vacancy, declining through the recent period, ended the second quarter at 10.3%, approximating the national same-property rate for the period, was down 10 basis points from the quarter before and was down 30 year-to-date—following a decrease by 150 in 2014. At \$22.67 psf and \$18.86 psf, average community-neighborhood center asking and effective lease rates for the latest quarter were up 0.5% each for the period following identical rates of increase the quarter before—after gains of 1.6% and 1.9% in 2014. July followed with net absorption at negative 7,000 square feet along with gains of 0.2% in both average rents.



Special Real Estate Factors:

Continued

- Retail:** “The mixed-use development around Golden 1 Center in downtown Sacramento has a name—and its first three confirmed tenants,” Sacramento Business Journal reported in mid-September. “Officials with the Sacramento Kings and JMA Ventures said they have dubbed retail space in a redeveloped portion of Downtown Plaza, along with the mixed-use hotel tower now under construction, as ‘Downtown Commons.’ They also named three national retail tenants for that development. Those tenants—including two that will be establishing their first California locations [will occupy]...about 45,000 square feet, or about 15.0% of the total retail space expected in the first phase of development around the arena. Representatives from the Kings and JMA said more announcements on tenants would be forthcoming, but did not give specific timing.”

Reis Observer

Prepared By Reis, Inc.

October 1, 2015
Metro: Sacramento

South suburban Elk Grove remains a focus of attention. Plans for the huge Elk Grove Promenade regional mall at the Lent Ranch site, run awry by the recession, have been followed by litigation between developers Howard Hughes Corporation and M&H Realty Partners and the emergence of a new set of development plans. Hughes now plans to transform the partially built mall into an outlet mall. Reis puts the planned Outlet Collection at Elk Grove at 775,000 square feet. M&H will develop its own retail project at a 195-acre adjacent site, *Elk Grove Citizen* reported in August. The town of Elk Grove, meanwhile, has embarked on the lengthy process of annexing 1,200 acres to its “sphere of influence” as proposed by Kamilos Cos. and Feletto Development Company, the *Business Journal* reported at the end of July. Eventual build-out at 5,000 homes along with commercial components is contemplated.

And the new arena for the Sacramento Kings NBA franchise has brought attention to downtown. As of mid-June, the start of construction of the 16-story hotel-retail mixed-use tower adjacent to the new arena, with three floors of retail, was fast approaching, the *Journal* reported at the time. Reis reports 300,000 square feet of community center retail space planned for the site—in addition to maintaining the existing Macy’s store. The arena-area retail district has been renamed Downtown Commons (also known as “DoCo”). JMA Ventures is developer of the retail. See *Special Real Estate Factors*.

- *The large excess of community-neighborhood sector demand over new supply in 2014 should be followed by a smaller excess of 2015 as the vacancy rate continues to descend. Rent growth above 2.0% on average is expected for the year. Downtown, Elk Grove and Rocklin bear special attention for their pending and current activity.*

Reis Observer

Prepared By Reis, Inc.

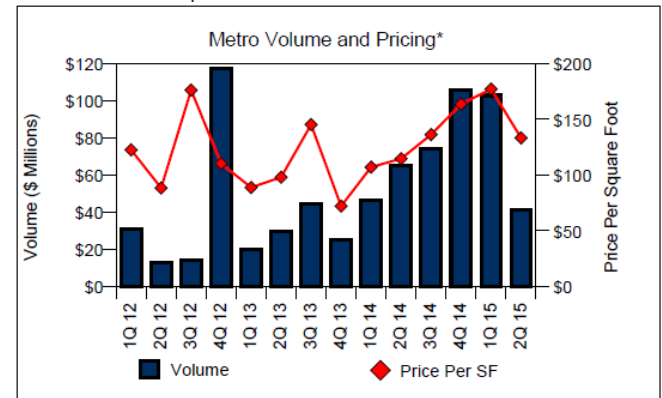
October 1, 2015
Metro: Sacramento

TRANSACTION ANALYTICS

Office

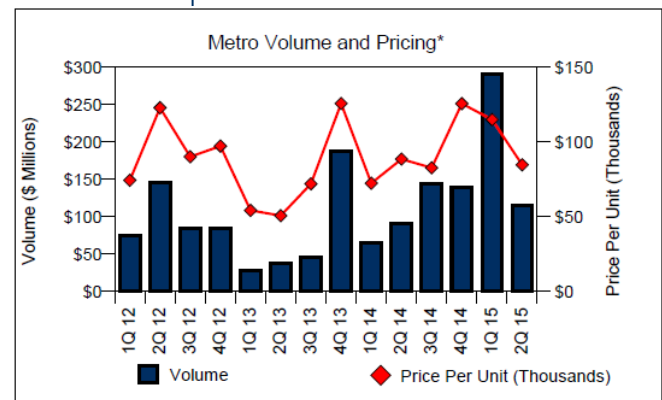
The sale of eight office properties during the second quarter for a combined total of \$40.9 million resulted in a total for the first half of the year of \$143.7 million for 20 transactions.* Average selling prices for the latest quarter and 2015 year-to-date were \$133 psf and \$162 psf. The average for all of last year was \$133 psf. The mean cap rate for second quarter sales was 8.6%. The 12-month rolling mean cap rate per quarter-end was 6.9%, down from 7.3% a year earlier. Reis expects the 12-month rolling cap rate to slip to about 6.0% in the coming period.

In the latest quarter's largest sale, Corsair Management LP paid Patricia G. R. Brunetti \$13.15 million (\$183 psf) for the 71,817-square-foot Evergreen Zinfandel Building C in Rancho Cordova.



Apartment

Strong market fundamentals contribute to active investment. The \$404.1 million exchanged in 32 sales during the first half of 2015 amounted to 92.8% of the dollar volume reported for all of 2014's 52 transactions. The total for the latest quarter alone for 13 deals was \$113.9 million. Respective average selling prices for the second quarter and the first half of the year were \$84,000 and \$104,000 per unit. The average for 2014 was \$92,000. The mean cap rate for second quarter sales was 6.6%. The 12-month rolling mean cap rate per quarter-end was 6.5%, down from 7.3% a year earlier. Reis expects additional declines for the 12-month rolling cap rate for the period ahead. In the second quarter's largest sale, 3310 Partners LP paid Prometheus Real Estate Group \$35 million (\$91,146 per unit) in June for the 384-unit 3310 Apartment Homes in Sacramento.



Reis Observer

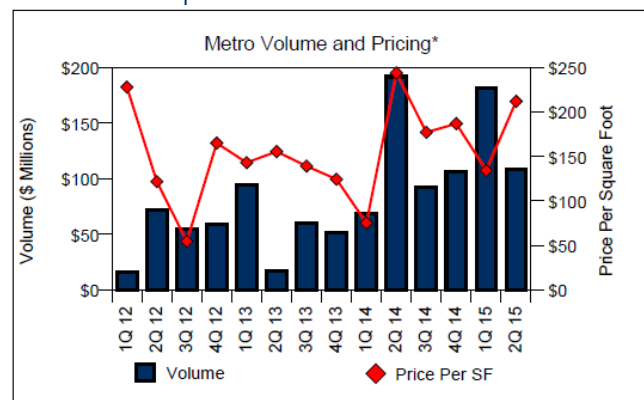
Prepared By Reis, Inc.

October 1, 2015
Metro: Sacramento

Retail

The \$108.7 million exchanged in 21 retail property transactions during the second quarter brought the year-to-date total to \$290.6 million for 37 sales, 63.3% of the dollar total amassed in all of 2014's 66 deals. Average selling prices for the latest quarter and the first half of the year were \$212 psf and \$156 psf. The average for 2014 all told was \$165 psf. The mean cap rate for second quarter sales was 5.2%. The 12-month rolling mean cap rate per quarter-end was 7.4%, up from 7.2% a year earlier. Reis expects the 12-month rolling cap rate to decline in the period ahead.

In the latest quarter's largest sale, third-largest in a year, Epic Real Estate Partners paid Regency Centers Corporation \$31.3 million (\$234 psf) for the 133,932-square-foot Auburn Village neighborhood center in Auburn.



Reis Observer

Prepared By Reis, Inc.

October 1, 2015
Metro: Sacramento

INDUSTRIAL

Strong demand has been a salient factor in the local warehouse/distribution market in the recent term. With no new space completing construction over the two-year span 2013-2014, net absorption ran at 2.5 million square feet, including last year's 1.3 million. The first half of 2015 provided more of the same—no supply delivered and 464,000 square feet absorbed net, 192,000 of which is attributed to the second quarter, to which July added 67,000 more. The vacancy rate, accordingly, has been moving downward. Reis put the second quarter number at 12.7%, a decline of 20 basis points for the period and a loss of 50 year-to-date following last year's decline by 140. Rent growth in this sector has been moderately positive. At \$4.34 psf and \$4.02 psf, asking and effective averages for the second quarter were up 0.2% each for the period following increases of 0.5% the quarter before after gains of 1.7% and 2.0% all told last year (after slightly higher growth rates in 2013). July's positive absorption was accompanied by additional gains of 0.2% for the average rents and a 10-basis-points decline in the vacancy rate.

Development, apparently slow to catch on, finally has increased. Indeed, reported *Sacramento Business Journal* in May, Ridge Capital has started three speculative warehouse/distribution projects with a combined total of 765,000 square feet in the Southport area of West Sacramento. The largest of the three, a 474,800-square-foot project at 3600 Massie Court that completed in June, was fully leased by Nor-Cal Beverage Company, the *Business Journal* reported in August. Late summer completions are expected for Ridge's 153,000 and 138,000-square-foot buildings. "After those projects are built and occupied, however," as stated by the *Journal*, "there's some question about where spec demand will be seen next. Buzz Oates Group of Cos. is working on a spec building on Raley Boulevard, but most of the available land is in outlying areas such as Lincoln or Woodland."



Special Real Estate Factors:

Continued

- Industrial:** More than 1.7 million square feet of industrial space was permanently removed from the Sacramento industrial market during the second quarter for repurposing as office or retail space, as reported by Newmark Cornish & Carey. Most of the repurposing is taking place downtown, added the report, "where housing, retail, or conversion to office space have become the highest and best uses for many industrial buildings close to the urban core."

Reis Observer

Prepared By Reis, Inc.

October 1, 2015
Metro: Sacramento

- *Even with new warehouse/distribution space expected to come online over the remainder of the year, demand should maintain its substantial margin over new supply. Rent growth rates are expected to rise above 2.5% this year. Another favorable performance is anticipated for 2016. The Journal has described the new spec development as “a barometer” for the industrial market.*

Vacancy

Sector	2Q15	2Q14	Chg
Office	20.4%	20.7%	-30 bps
Multifamily	2.3%	2.6%	-30 bps
Retail	10.3%	11.6%	-130 bps
Warehouse	12.7%	13.8%	-110 bps
Flex/R&D	20.0%	21.2%	-120 bps

Rents

Sector	2Q15	2Q14	Chg
Office	\$24.11 psf	\$23.81 psf	1.3%
Multifamily	\$1,022 month	\$988 month	3.4%
Retail	\$22.67 psf	\$22.25 psf	1.9%
Warehouse	\$4.34 psf	\$4.27 psf	1.6%
Flex/R&D	\$8.24 psf	\$8.11 psf	1.6%

For additional metro and submarket level information on the top 82 markets for the four principal property types, visit www.reis.com or call Reis at: (800) 366-REIS.

APARTMENT



Metro Trend Futures



Metro Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 15 - Current Metro Rent Details

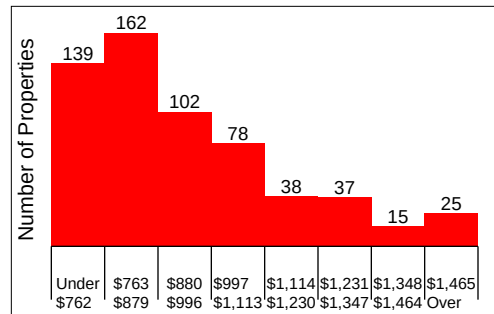
Asking Rent by Age

Year Built	Rent
Before 1970	\$828
1970-1979	\$890
1980-1989	\$968
1990-1999	\$1,166
2000-2009	\$1,324
After 2009	\$1,774
All	\$1,022

As of 06/30/15

Asking Rent Distribution

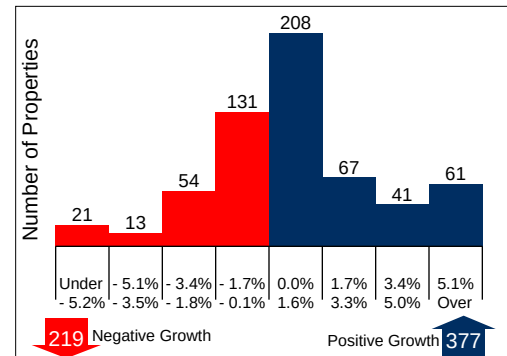
Low	25%	Mean	Median	75%	High
\$645	\$817	\$1,022	\$965	\$1,184	\$1,579



As of 06/30/15

Asking Rent Growth Rate Distribution

Low	25%	Mean	Median	75%	High
- 5.7%	- 0.7%	0.7%	0.4%	2.1%	8.0%



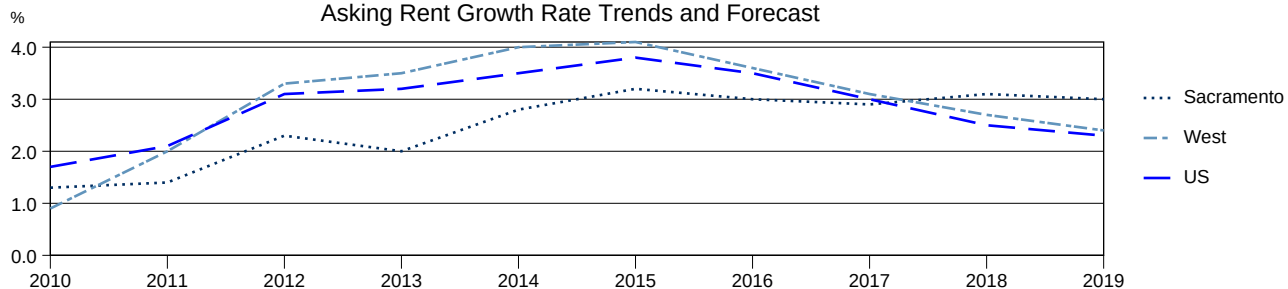
Qtr Ending 06/30/15

Section 16 - Rent Growth Comparisons

	Asking Rent Growth						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	0.7%	0.9%	0.8%	2.8%	2.3%	2.0%	3.0%
West	1.2%	0.8%	1.0%	4.0%	3.6%	2.7%	3.2%
United States	1.1%	0.7%	0.9%	3.5%	3.3%	2.7%	3.0%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Metro Rank Compared to:	Total Metros	Metro Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
West	19	16	7	9	14	17	14	9
United States	82	60	20	30	44	57	60	17

Asking Rent Growth Rate Trends and Forecast



Period ending 12/31/19

Metro Trend Futures

Apartment - 2nd Quarter 2015
Metro: Sacramento

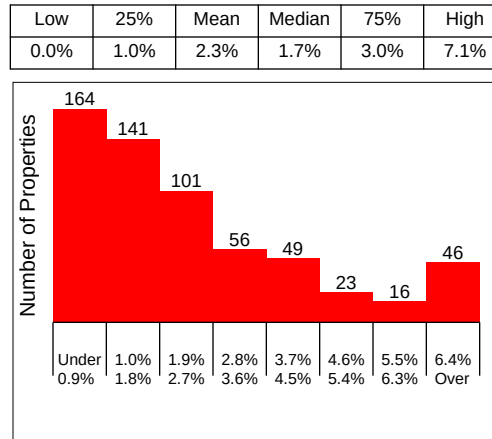
Section 17 - Current Metro Vacancy Details

Vacancy Rate By Age

Year Built	Vac. Rate
Before 1970	3.3%
1970-1979	2.1%
1980-1989	2.0%
1990-1999	2.5%
2000-2009	2.1%
After 2009	11.8%
All	2.3%

As of 06/30/15

Vacancy Rate Distribution

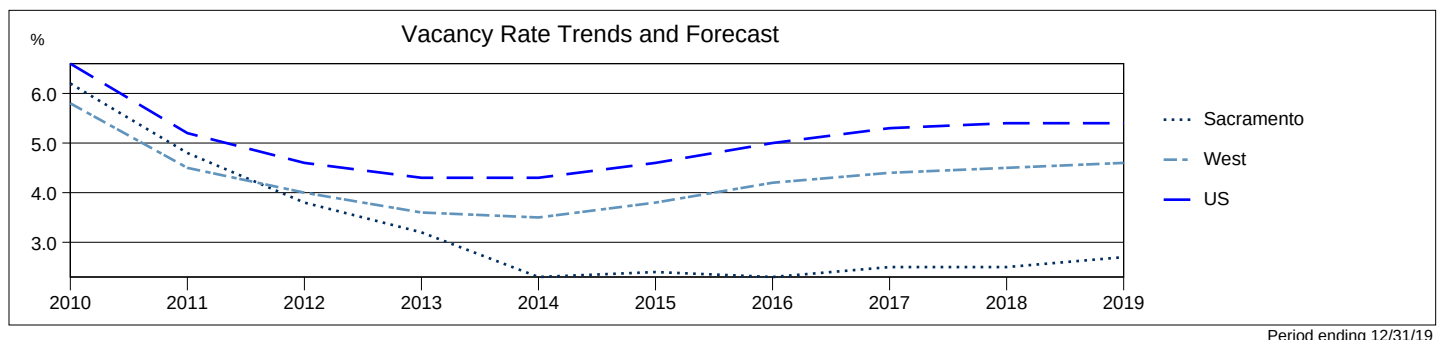


As of 06/30/15

Section 18 - Vacancy Rate Comparisons

	Vacancy Rates						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	2.3%	2.3%	2.3%	2.8%	3.5%	4.6%	2.5%
West	3.4%	3.4%	3.4%	3.6%	3.9%	4.7%	4.3%
United States	4.2%	4.2%	4.2%	4.3%	4.6%	5.5%	5.1%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Metro Rank Compared to:	Total Metros	Metro Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
West	19	1	1	1	4	8	10	1
United States	82	2	2	2	6	21	30	1

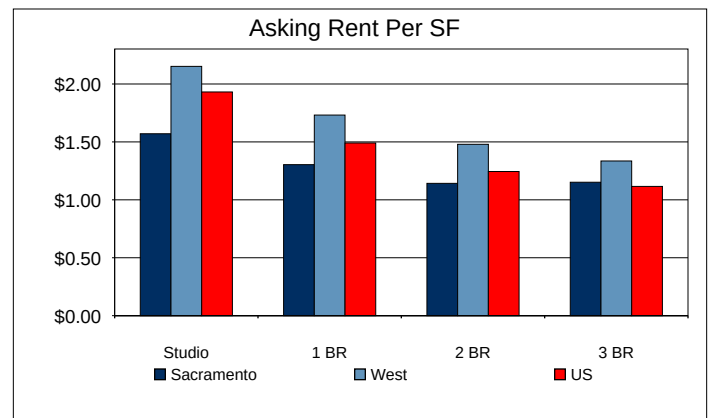
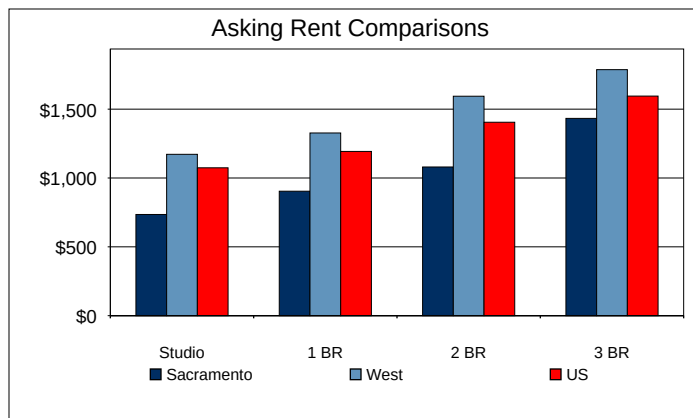


Metro Trend Futures

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 19 - Metro Unit Mix Rent Details

Current Metro Average Rents and Sizes				Asking Rent Growth					
	2Q 2015			Quarterly			Annualized		
	Rent	Avg. SF	Avg. Rent PSF	2Q15	1Q15	YTD	1 Year	3 Year	5 Year
Studio/Efficiency	\$735	468	\$ 1.57	1.5%	0.6%	2.1%	3.9%	2.9%	2.4%
One Bedroom	\$904	693	\$ 1.30	0.9%	1.1%	2.0%	2.8%	2.6%	2.1%
Two Bedroom	\$1,080	945	\$ 1.14	0.6%	0.7%	1.2%	2.9%	2.4%	1.9%
Three Bedroom	\$1,433	1244	\$ 1.15	0.4%	0.3%	0.7%	1.5%	1.4%	1.7%
Average over period ending:				06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14



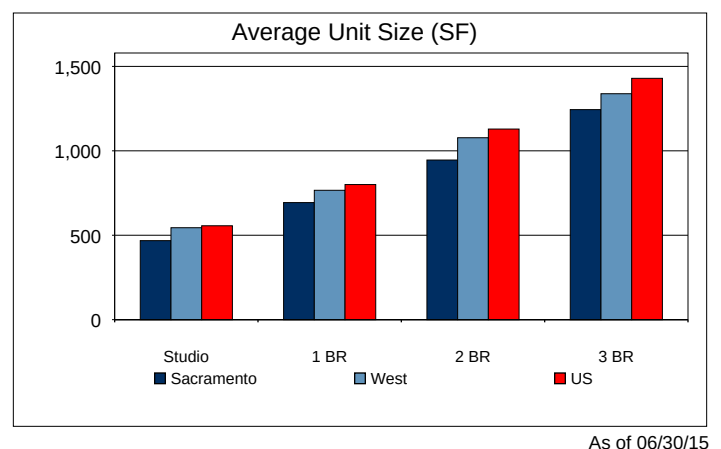
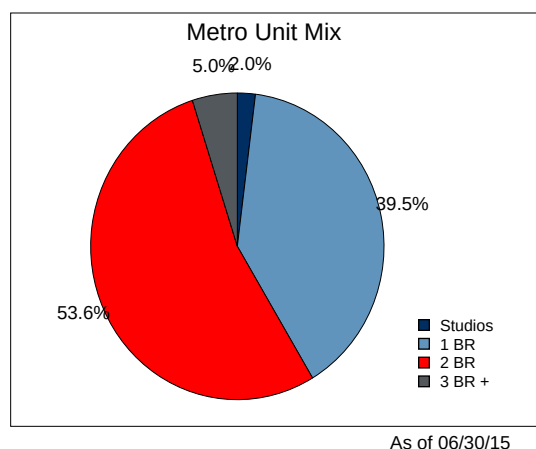
	Studio	1 BR	2 BR	3 BR
Sacramento	\$735	\$904	\$1,080	\$1,433
West	\$1,172	\$1,327	\$1,594	\$1,787
United States	\$1,074	\$1,193	\$1,405	\$1,595

As of 06/30/15

	Studio	1 BR	2 BR	3 BR
Sacramento	\$ 1.57	\$ 1.30	\$ 1.14	\$ 1.15
West	\$ 2.15	\$ 1.73	\$ 1.48	\$ 1.34
United States	\$ 1.93	\$ 1.49	\$ 1.24	\$ 1.12

As of 06/30/15

Section 20 - Metro Unit Mix Inventory Details



Metro Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 21 - Metro Inventory Details

Inventory By Building Age

Year Built	Percent
Before 1970	12.0%
1970-1979	26.0%
1980-1989	37.0%
1990-1999	10.0%
2000-2009	15.0%
After 2009	1.0%
All	100.0%

As of 06/30/15

Apartment Stock Traits

	Metro			
	Low	Mean	Median	High
Year Built	1955	1981	1980	2015
Size (units)	24	137	100	796
Distance to Highway (miles)	0.1	1.2	1	3.2
Distance to CBD (miles)	0.7	9.2	8.6	18.9
Distance to Landmark (miles)	0.3	8.4	8.4	19.2

As of 06/30/15 Landmark = Coast

Average Metro Lease Terms

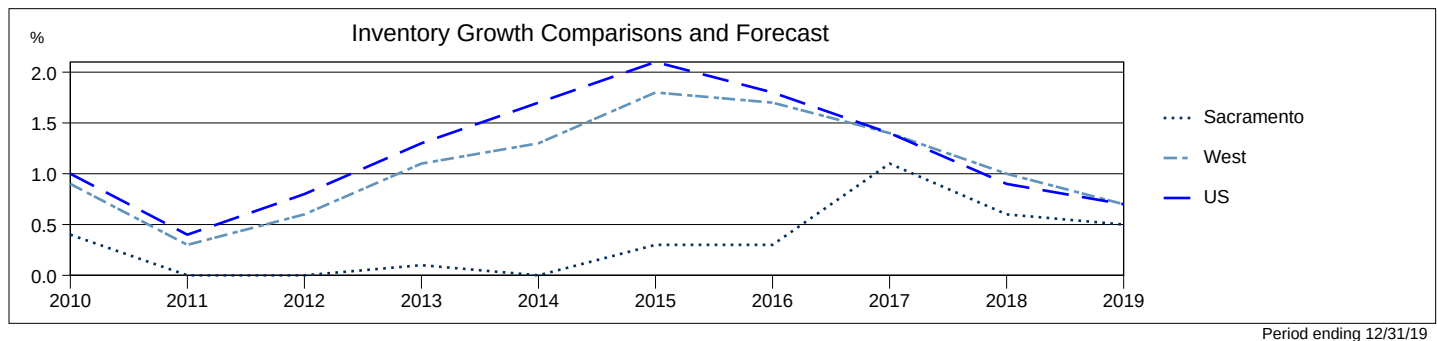
Free Rent (mos)	Expenses % (Apartment)
0.29	40.5%

As of 06/30/15

Section 22 - Inventory Growth Comparisons

	Inventory Growth Rates						
	Quarterly			Annualized			
	2Q15	1Q15	YTD Avg	1 Year	3 Year	5 Year	5 Yr Forecast
Sacramento	0.0%	0.1%	0.1%	0.0%	0.0%	0.1%	0.6%
West	0.4%	0.2%	0.3%	1.3%	1.0%	0.8%	1.3%
United States	0.5%	0.3%	0.4%	1.7%	1.3%	1.1%	1.4%
Period Ending:	06/30/15	03/31/15	06/30/15	12/31/14	12/31/14	12/31/14	12/31/19

Metro Rank Compared to:	Total Metros	Metro Ranks						
		2Q15	1Q15	YTD	1 Year	3 Year	5 Year	5 Yr Forecast
West	19	18	11	18	18	19	19	18
United States	82	66	52	70	78	82	81	71



Metro Trend Futures

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento

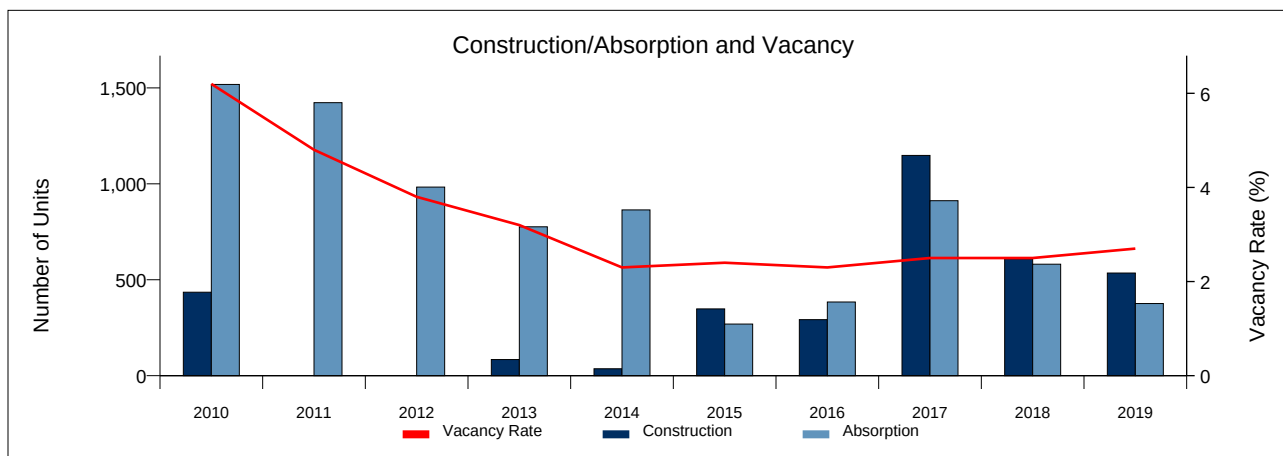
Section 23 - Construction/Absorption Change

Construction and Absorption

Sacramento West	Quarterly								
	2Q15			1Q15			YTD Avg		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
	50	33	1.5	96	175	0.5	73	104	0.7
	12,535	11,164	1.1	6,847	10,140	0.7	9,691	10,652	0.9
Average over period ending:	06/30/15	06/30/15	06/30/15	03/31/15	03/31/15	03/31/15	06/30/15	06/30/15	06/30/15

Sacramento West	Annualized								
	1 Year History			3 Year History			5 Year History		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
	36	864	0.0	40	874	0.0	111	1,113	0.1
	38,885	40,469	1.0	30,213	38,589	0.8	25,031	44,471	0.6
Average over period ending:	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14

Sacramento West	Annualized		
	5 Year Forecast		
	Units Built	Units Absorbed	Con/Abs Ratio
	586	504	1.2
	41,161	32,518	1.3
Average over period ending:	12/31/19	12/31/19	12/31/19

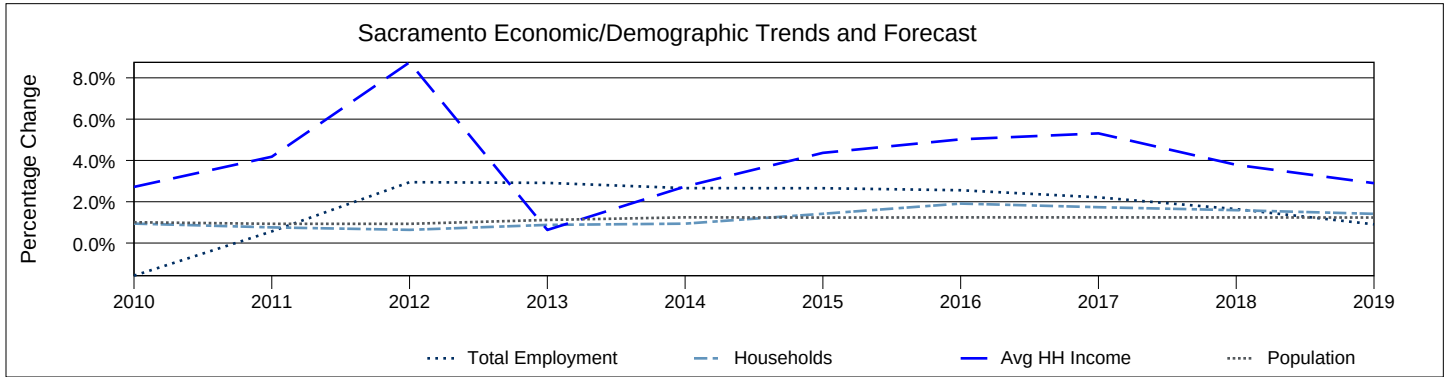


Period ending 12/31/19

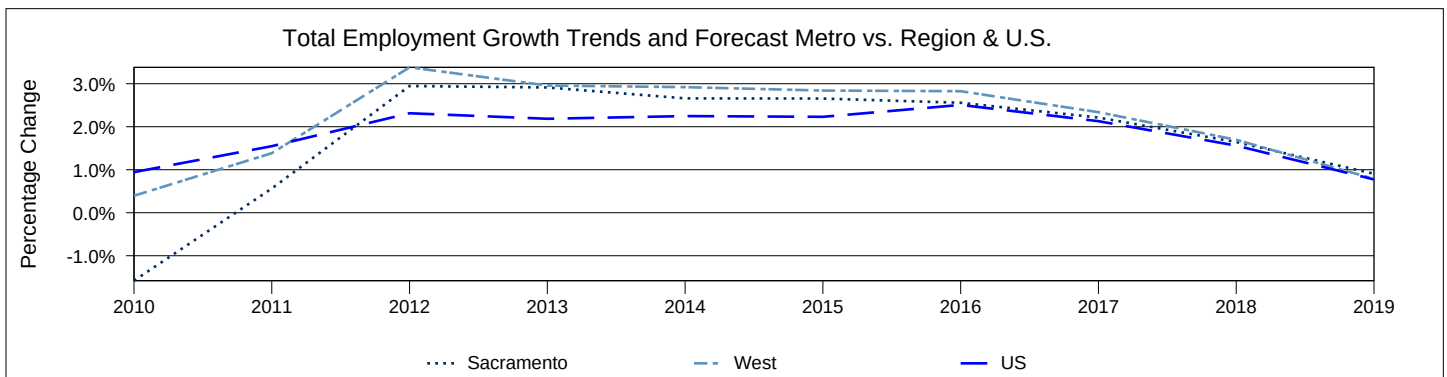
Metro Trend Futures

Apartment - 2nd Quarter 2015
Metro: Sacramento

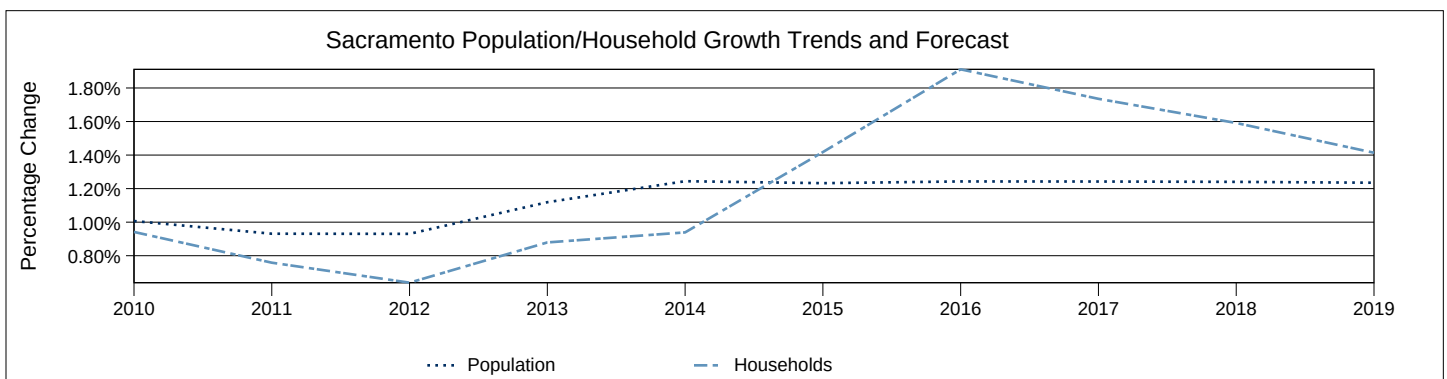
Section 24 - Economic and Demographic Trends



Provided by Moody's Economy.com, Period ending 12/31/19



Provided by Moody's Economy.com, Period ending 12/31/19

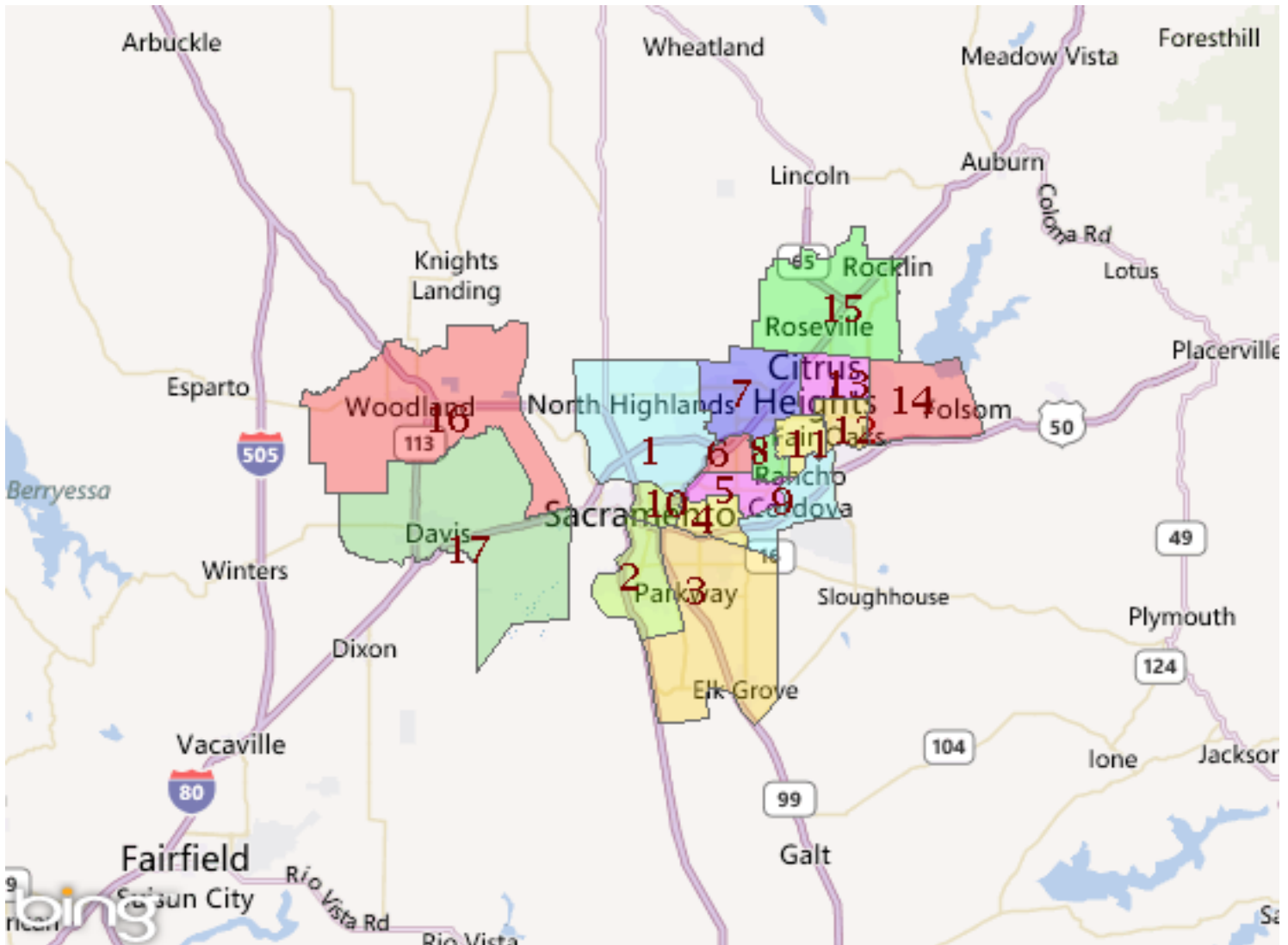


Provided by Moody's Economy.com, Period ending 12/31/19

Metro Trend Futures

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 25 - Metro Area Map: Sacramento



Sacramento Submarkets

1 North Sacramento	2 Florin Road West	3 South/Elk Grove
4 West University	5 Arden Way	6 West Marconi Ave/Del Paso
7 North Highlands	8 East Marconi Ave	9 Rancho Cordova
10 Downtown Sacramento	11 Carmichael	12 Fair Oaks
13 Citrus Heights	14 Orangevale/Folsom	15 Roseville
16 Woodland	17 Davis	



Prepared By Reis, Inc.

Metro Trend Futures

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 26 - Metro Data

Year	Qtr	Inventory SF/Units	Completions	Inventory Growth%	Vacant Stock	Vacancy Rate	Vacancy Change(BPS)	Occupied Stock	Net Absorption	Asking Rent	Ask Rent % Chg
2010	Y	101,434	435	0.4%	6,306	6.2%	-110	95,128	1,518	\$926	1.3%
2011	Y	101,434	0	0.0%	4,883	4.8%	-140	96,551	1,423	\$939	1.4%
2012	Y	101,434	0	0.0%	3,900	3.8%	-100	97,534	983	\$960	2.3%
2013	Q3	101,434	0	0.0%	3,587	3.5%	-30	97,847	230	\$972	0.7%
2013	Q4	101,518	84	0.1%	3,208	3.2%	-30	98,310	463	\$979	0.8%
2013	Y	101,518	84	0.1%	3,208	3.2%	-60	98,310	776	\$979	2.0%
2014	Q1	101,518	0	0.0%	2,883	2.8%	-40	98,635	325	\$984	0.5%
2014	Q2	101,518	0	0.0%	2,632	2.6%	-20	98,886	251	\$988	0.5%
2014	Q3	101,518	0	0.0%	2,519	2.5%	-10	98,999	113	\$999	1.0%
2014	Q4	101,554	36	0.0%	2,380	2.3%	-20	99,174	175	\$1,006	0.7%
2014	Y	101,554	36	0.0%	2,380	2.3%	-90	99,174	864	\$1,006	2.8%
2015	Q1	101,650	96	0.1%	2,301	2.3%	0	99,349	175	\$1,015	0.9%
2015	Q2	101,700	50	0.0%	2,318	2.3%	0	99,382	33	\$1,022	0.7%
2015	Y	101,902	348	0.3%	2,459	2.4%	10	99,443	269	\$1,038	3.2%
2016	Y	102,194	292	0.3%	2,367	2.3%	-10	99,827	384	\$1,069	3.0%
2017	Y	103,342	1,148	1.1%	2,603	2.5%	20	100,739	912	\$1,100	2.9%
2018	Y	103,951	609	0.6%	2,631	2.5%	0	101,320	581	\$1,134	3.1%
2019	Y	104,486	535	0.5%	2,790	2.7%	20	101,696	376	\$1,168	3.0%

Year	Qtr	Effective Rent	Eff Rent % Chg	Cons/Abs	Abs/Occ Stock%	Population	Pop% Chg	Employment	Emp% Chg	Households	HH% Chg	Avg HH Income	AHHI% Chg
2010	Y	\$882	2.1%	0.3	1.6%	2,165,240	1.0%	822,370	- 1.6%	796,450	0.9%	\$113,392	2.7%
2011	Y	\$897	1.7%	0.0	1.5%	2,185,400	0.9%	827,000	0.6%	802,490	0.8%	\$118,132	4.2%
2012	Y	\$925	3.1%	0.0	1.0%	2,205,730	0.9%	851,370	2.9%	807,620	0.6%	\$128,469	8.8%
2013	Q3	\$938	0.8%	0.0	0.2%	2,223,820	0.3%	867,830	0.7%	812,840	0.2%	\$127,896	1.3%
2013	Q4	\$946	0.9%	0.2	0.5%	2,230,410	0.3%	876,170	1.0%	814,720	0.2%	\$129,284	1.1%
2013	Y	\$946	2.3%	0.1	0.8%	2,230,410	1.1%	876,170	2.9%	814,720	0.9%	\$129,284	0.6%
2014	Q1	\$951	0.6%	0.0	0.3%	2,237,270	0.3%	881,100	0.6%	816,660	0.2%	\$128,925	- 0.3%
2014	Q2	\$957	0.6%	0.0	0.3%	2,244,400	0.3%	888,730	0.9%	818,530	0.2%	\$129,638	0.6%
2014	Q3	\$968	1.1%	0.0	0.1%	2,251,300	0.3%	894,000	0.6%	820,420	0.2%	\$132,030	1.8%
2014	Q4	\$976	0.8%	0.2	0.2%	2,258,160	0.3%	899,470	0.6%	822,370	0.2%	\$132,823	0.6%
2014	Y	\$976	3.1%	0.0	0.9%	2,258,160	1.2%	899,470	2.7%	822,370	0.9%	\$132,823	2.7%
2015	Q1	\$986	1.0%	0.5	0.2%	2,265,020	0.3%	907,530	0.9%	824,730	0.3%	\$134,035	0.9%
2015	Q2	\$996	1.0%	1.5	0.0%	2,271,950	0.3%	913,010	0.6%	827,370	0.3%	\$135,440	1.0%
2015	Y	\$1,009	3.4%	1.3	0.3%	2,285,990	1.2%	923,350	2.7%	834,030	1.4%	\$138,624	4.4%
2016	Y	\$1,039	3.0%	0.8	0.4%	2,314,400	1.2%	946,960	2.6%	849,970	1.9%	\$145,586	5.0%
2017	Y	\$1,068	2.8%	1.3	0.9%	2,343,150	1.2%	967,920	2.2%	864,720	1.7%	\$153,318	5.3%
2018	Y	\$1,100	3.0%	1.0	0.6%	2,372,210	1.2%	983,830	1.6%	878,480	1.6%	\$159,125	3.8%
2019	Y	\$1,138	3.5%	1.4	0.4%	2,401,510	1.2%	992,750	0.9%	890,900	1.4%	\$163,738	2.9%

APARTMENT



Metro Class Cut





Prepared By Reis, Inc.

Metro Class Cut

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 27 - Market Data by Building Class - Class A Properties

Year	Quarter	Inventory (Units)	Completions	Vac %	Vacant Stock	Occupied Stock	Net Abs	Asking Rent(\$)	Rent Change	Constr/ Abs	Abs/Occ Stock %	Gr Rev. Unit (\$)
2000	Y	34,549	2,627	1.9%	641	33,908	3,011	\$875	10.2%	0.9	8.9	\$858.77
2001	Y	35,540	991	3.4%	1,218	34,322	414	\$939	7.3%	2.4	1.2	\$906.82
2002	Y	37,097	1,557	5.0%	1,864	35,233	911	\$970	3.3%	1.7	2.6	\$921.26
2003	Y	38,687	1,590	6.1%	2,342	36,345	1,112	\$987	1.8%	1.4	3.1	\$927.25
2004	Y	40,472	2,306	6.2%	2,504	37,968	1,623	\$1,001	1.4%	1.4	4.3	\$939.07
2005	Y	41,025	2,295	5.3%	2,176	38,849	881	\$1,020	1.9%	2.6	2.3	\$965.90
2006	Y	41,892	740	5.1%	2,139	39,753	904	\$1,041	2.1%	0.8	2.3	\$987.85
2007	Y	42,624	780	5.9%	2,516	40,108	355	\$1,058	1.6%	2.2	0.9	\$995.55
2008	Y	42,792	168	6.4%	2,750	40,042	-66	\$1,086	2.6%	-2.5	-0.2	\$1,016.21
2009	Y	42,792	0	6.8%	2,896	39,896	-146	\$1,046	-3.7%	0.0	-0.4	\$975.21
2010	Y	43,227	435	5.2%	2,251	40,976	1,080	\$1,069	2.2%	0.4	2.6	\$1,013.33
2011	1	43,227	0	4.9%	2,132	41,095	119	\$1,072	0.3%	0.0	0.3	\$1,019.13
2011	2	43,227	0	4.8%	2,065	41,162	67	\$1,075	0.3%	0.0	0.2	\$1,023.65
2011	3	43,227	0	4.6%	1,989	41,238	76	\$1,080	0.5%	0.0	0.2	\$1,030.31
2011	4	43,227	0	4.3%	1,863	41,364	126	\$1,085	0.5%	0.0	0.3	\$1,038.24
2011	Y	43,227	0	4.3%	1,863	41,364	388	\$1,085	1.5%	0.0	0.9	\$1,038.24
2012	1	43,227	0	4.0%	1,750	41,477	113	\$1,092	0.6%	0.0	0.3	\$1,047.79
2012	2	43,227	0	3.8%	1,647	41,580	103	\$1,104	1.1%	0.0	0.2	\$1,061.94
2012	3	43,227	0	3.5%	1,529	41,698	118	\$1,104	0.0%	0.0	0.3	\$1,064.95
2012	4	43,227	0	3.2%	1,402	41,825	127	\$1,113	0.8%	0.0	0.3	\$1,076.90
2012	Y	43,227	0	3.2%	1,402	41,825	461	\$1,113	2.6%	0.0	1.1	\$1,076.90
2013	1	43,227	0	3.1%	1,337	41,890	65	\$1,112	-0.1%	0.0	0.2	\$1,077.61
2013	2	43,227	0	3.0%	1,302	41,925	35	\$1,119	0.6%	0.0	0.1	\$1,085.30
2013	3	43,227	0	2.8%	1,204	42,023	98	\$1,125	0.5%	0.0	0.2	\$1,093.67
2013	4	43,311	84	2.5%	1,098	42,213	190	\$1,135	0.9%	0.4	0.5	\$1,106.23
2013	Y	43,311	84	2.5%	1,098	42,213	388	\$1,135	2.0%	0.2	0.9	\$1,106.23
2014	1	43,311	0	2.3%	997	42,314	101	\$1,137	0.2%	0.0	0.2	\$1,110.83
2014	2	43,311	0	2.2%	932	42,379	65	\$1,140	0.3%	0.0	0.2	\$1,115.47
2014	3	43,311	0	2.3%	996	42,315	-64	\$1,154	1.2%	0.0	-0.2	\$1,127.46
2014	4	43,347	36	2.3%	995	42,352	37	\$1,161	0.6%	1.0	0.1	\$1,134.35
2014	Y	43,347	36	2.3%	995	42,352	139	\$1,161	2.3%	0.3	0.3	\$1,134.35
2015	1	43,443	96	2.4%	1,021	42,422	70	\$1,175	1.2%	1.4	0.2	\$1,147.39
2015	2	43,493	50	2.4%	1,041	42,452	30	\$1,181	0.5%	1.7	0.1	\$1,152.73



Prepared By Reis, Inc.

Metro Class Cut

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 28 - Market Data by Building Class - Class B/C Properties

Year	Quarter	Inventory (Units)	Completions	Vac %	Vacant Stock	Occupied Stock	Net Abs	Asking Rent(\$)	Rent Change	Constr/ Abs	Abs/Occ Stock %	Gr Rev. Unit (\$)
2000	Y	59,099	0	1.8%	1,044	58,055	660	\$654	9.5%	0.0	1.1	\$642.45
2001	Y	59,099	0	2.9%	1,741	57,358	-697	\$720	10.1%	0.0	-1.2	\$698.79
2002	Y	59,099	0	3.9%	2,294	56,805	-553	\$748	3.9%	0.0	-1.0	\$718.97
2003	Y	59,099	0	5.6%	3,312	55,787	-1,018	\$769	2.8%	0.0	-1.8	\$725.90
2004	Y	59,163	64	6.3%	3,708	55,455	-332	\$779	1.3%	-0.2	-0.6	\$730.18
2005	Y	58,433	0	5.2%	3,034	55,399	-56	\$782	0.4%	0.0	-0.1	\$741.40
2006	Y	58,207	0	5.8%	3,402	54,805	-594	\$798	2.0%	0.0	-1.1	\$751.36
2007	Y	58,207	0	4.8%	2,798	55,409	604	\$815	2.1%	0.0	1.1	\$775.82
2008	Y	58,207	0	5.4%	3,142	55,065	-344	\$832	2.1%	0.0	-0.6	\$787.09
2009	Y	58,207	0	7.7%	4,493	53,714	-1,351	\$816	-1.9%	0.0	-2.5	\$753.01
2010	Y	58,207	0	7.0%	4,059	54,148	434	\$819	0.4%	0.0	0.8	\$761.89
2011	1	58,207	0	6.3%	3,641	54,566	418	\$821	0.2%	0.0	0.8	\$769.64
2011	2	58,207	0	5.9%	3,431	54,776	210	\$823	0.2%	0.0	0.4	\$774.49
2011	3	58,207	0	5.9%	3,453	54,754	-22	\$826	0.4%	0.0	0.0	\$777.00
2011	4	58,207	0	5.2%	3,023	55,184	430	\$830	0.5%	0.0	0.8	\$786.89
2011	Y	58,207	0	5.2%	3,023	55,184	1,036	\$830	1.3%	0.0	1.9	\$786.89
2012	1	58,207	0	4.7%	2,747	55,460	276	\$833	0.4%	0.0	0.5	\$793.69
2012	2	58,207	0	4.7%	2,738	55,469	9	\$837	0.5%	0.0	0.0	\$797.63
2012	3	58,207	0	4.7%	2,724	55,483	14	\$842	0.6%	0.0	0.0	\$802.60
2012	4	58,207	0	4.3%	2,498	55,709	226	\$847	0.6%	0.0	0.4	\$810.65
2012	Y	58,207	0	4.3%	2,498	55,709	525	\$847	2.0%	0.0	0.9	\$810.65
2013	1	58,207	0	4.2%	2,473	55,734	25	\$849	0.2%	0.0	0.0	\$812.93
2013	2	58,207	0	4.3%	2,512	55,695	-39	\$850	0.1%	0.0	-0.1	\$813.32
2013	3	58,207	0	4.1%	2,384	55,823	128	\$859	1.1%	0.0	0.2	\$823.82
2013	4	58,207	0	3.6%	2,108	56,099	276	\$863	0.5%	0.0	0.5	\$831.75
2013	Y	58,207	0	3.6%	2,108	56,099	390	\$863	1.9%	0.0	0.7	\$831.75
2014	1	58,207	0	3.2%	1,886	56,321	222	\$870	0.8%	0.0	0.4	\$841.81
2014	2	58,207	0	2.9%	1,699	56,508	187	\$875	0.6%	0.0	0.3	\$849.46
2014	3	58,207	0	2.6%	1,521	56,686	178	\$883	0.9%	0.0	0.3	\$859.93
2014	4	58,207	0	2.4%	1,385	56,822	136	\$890	0.8%	0.0	0.2	\$868.82
2014	Y	58,207	0	2.4%	1,385	56,822	723	\$890	3.1%	0.0	1.3	\$868.82
2015	1	58,207	0	2.2%	1,280	56,927	105	\$895	0.6%	0.0	0.2	\$875.32
2015	2	58,207	0	2.2%	1,273	56,934	7	\$903	0.9%	0.0	0.0	\$883.25

APARTMENT



Submarket Overview





Submarket Overview

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento

Section 29 - Submarket Overview

Submarket	Inventory (Buildings)	Inventory (Units)	Asking Rent \$	Vac %	Free Rent (mos)	Expenses % (Apartment)
North Sacramento	51	12,378	\$1,092	1.8%	0.32	39.3%
Florin Road West	49	6,071	\$1,099	2.1%	0.09	40.7%
South/Elk Grove	51	7,181	\$843	1.7%	0.24	40.5%
West University	55	8,615	\$1,043	2.2%	0.13	41.4%
Arden Way	36	4,502	\$872	2.7%	0.49	42.0%
West Marconi Ave	53	4,635	\$766	4.6%	0.23	43.3%
North Highlands	49	7,564	\$918	2.0%	0.33	40.0%
East Marconi Ave	35	2,622	\$814	5.8%	0.00	42.7%
Rancho Cordova	54	8,597	\$918	1.2%	0.27	40.2%
Dwntwn Sacramento	49	2,722	\$1,380	5.7%	0.55	42.4%
Carmichael	31	2,513	\$849	2.1%	0.00	40.9%
Fair Oaks	30	3,985	\$993	1.2%	0.08	41.0%
Citrus Heights	46	6,655	\$938	1.8%	0.37	39.5%
Orangevale/Folsom	29	5,314	\$1,244	3.7%	0.76	39.9%
Roseville	65	11,248	\$1,226	1.8%	0.25	39.5%
Woodland	46	3,686	\$866	2.3%	0.31	40.2%
Davis	30	3,412	\$1,328	1.6%	0.64	41.2%

APARTMENT



New Construction Listing



New Construction Listing

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

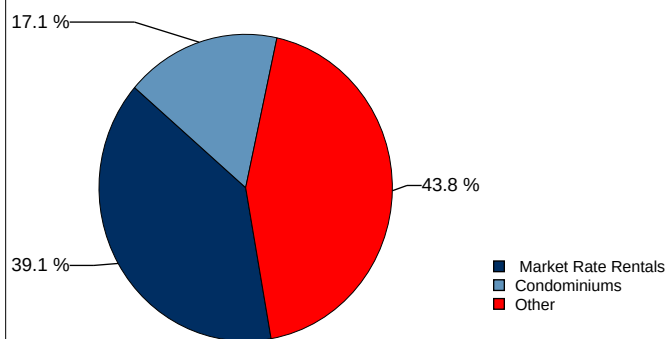
As of 20-Oct-2015

Section 30 - Construction Deliveries

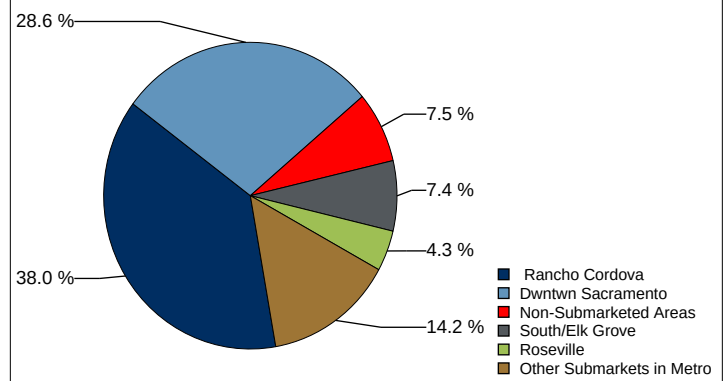
	Completed Units		Units Under Construction		Totals	Planned	Proposed	Totals
	2014	YTD 2015	2015	2016 and Later	2014 and Later			
Market Rate Rentals	36	640	0	291	967	4,185	999	5,184
Condominiums	0	0	0	0	0	1,874	818	2,692
Other	226	279	0	350	855	5,440	598	6,038
Totals	262	919	0	641	1,822	11,499	2,415	13,914

Section 31 - Metro Construction Breakdown

Metro Construction by Project Type 2014 and Later



Metro Construction by Top Five Submarket Share 2014 and Later



Includes all recently completed, under construction, planned, and proposed properties from the table above. Note that some verified listings for planned and proposed properties do not yet have a firm completion date.

Section 32 - Submarket New Construction Project Tally

Submarket	1. Completed			2. Under Construction			3. Planned/Proposed			Grand Total
	Apartment	Condo	Other	Apartment	Condo	Other	Apartment	Condo	Other	
North Sacramento	0	0	0	0	0	0	251	375	0	626
Florin Road West	0	0	0	0	0	91	0	48	0	139
South/Elk Grove	0	0	195	0	0	0	636	334	0	1,165
West University	0	0	0	0	0	0	120	0	0	120
Arden Way	0	0	0	0	0	0	0	130	177	307
East Marconi Ave	96	0	0	0	0	0	0	0	0	96
Rancho Cordova	0	0	0	0	0	100	236	1,464	4,176	5,976
Dwtwn Sacramento	86	0	108	291	0	82	2,226	320	1,382	4,495
Carmichael	0	0	0	0	0	0	52	0	0	52
Fair Oaks	0	0	0	0	0	0	22	0	0	22
Orangevale/Folsom	0	0	0	0	0	0	264	0	0	264
Roseville	224	0	22	0	0	0	260	0	175	681
Woodland	0	0	62	0	0	0	0	0	0	62
Davis	0	0	0	0	0	0	547	0	0	547
Non-Submarketed Areas	270	0	118	0	0	77	570	21	128	1,184

New Construction Listing

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

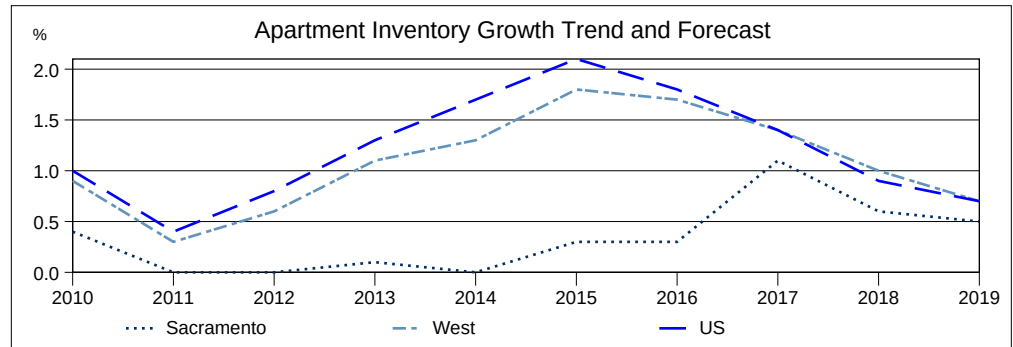
As of 20-Oct-2015

Section 33 - Metro Inventory Details

Inventory By Building Age

Year Built	Percent
Before 1970	12.0%
1970-1979	26.0%
1980-1989	37.0%
1990-1999	10.0%
2000-2009	15.0%
After 2009	1.0%
All	100.0%

As of 06/30/15



Section 34 - Inventory Growth Rankings Forecast

West Region Cumulative Inventory Growth Forecast Ranking 2015 and Later

Metro	Cumulative Growth Forecast	Rank
Seattle	14.0%	1
Ventura County	4.1%	15
Las Vegas	4.0%	16
San Bernardino/Riverside	3.8%	17
Sacramento	2.9%	18
Tucson	2.7%	19
Tucson	2.7%	19

National Cumulative Inventory Growth Forecast Ranking 2015 and Later

Metro	Cumulative Growth Forecast	Rank
New York Metro	19.1%	1
Little Rock	3.1%	69
Long Island	3.1%	70
Sacramento	2.9%	71
Wichita	2.7%	72
Tucson	2.7%	73
Dayton	1.1%	82

Section 35 - Construction/Absorption Change

Construction and Absorption

	Quarterly								
	2Q15			1Q15			YTD Avg		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
Sacramento	50	33	1.5	96	175	0.5	73	104	0.7
West	12,535	11,164	1.1	6,847	10,140	0.7	9,691	10,652	0.9
Average over period ending:	06/30/15	06/30/15	06/30/15	03/31/15	03/31/15	03/31/15	06/30/15	06/30/15	06/30/15

	Annualized								
	1 Year History			3 Year History			5 Year History		
	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio	Units Built	Units Absorbed	Con/Abs Ratio
Sacramento	36	864	0.0	40	874	0.0	111	1,113	0.1
West	38,885	40,469	1.0	30,213	38,589	0.8	25,031	44,471	0.6
Average over period ending:	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14	12/31/14

New Construction Listing

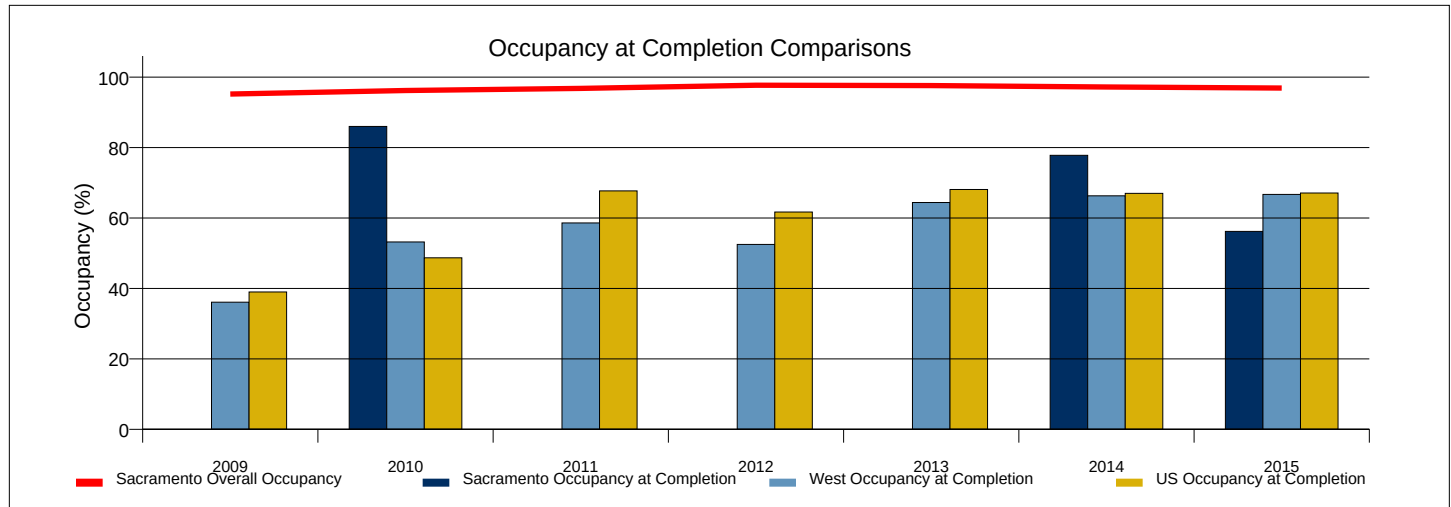
Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

As of 20-Oct-2015

Section 36 - Occupancy at Completion

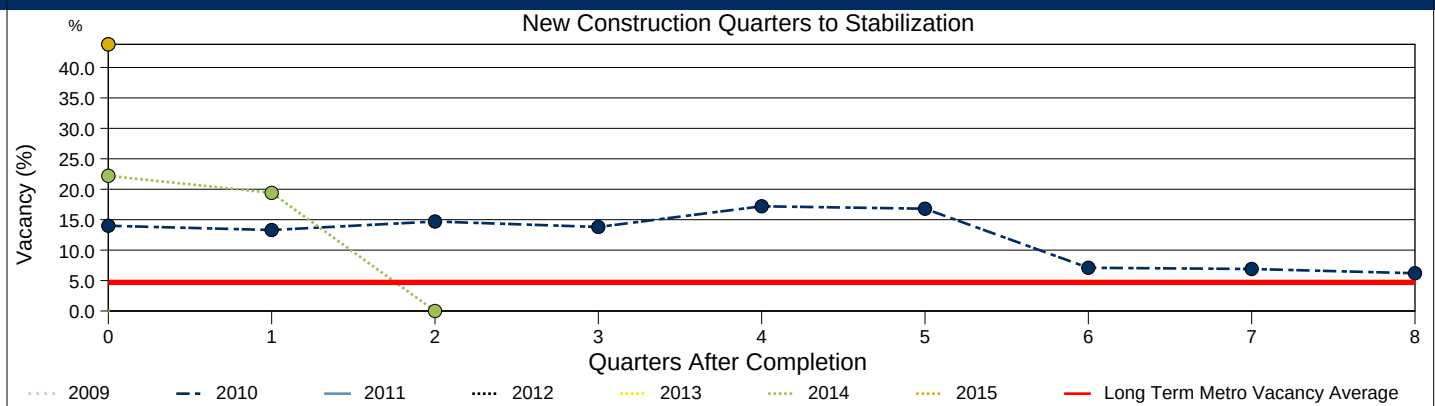


Occupancy at Completion Comparisons

Properties Built in:	2009	2010	2011	2012	2013	2014	2015
Sacramento	n/a	86.0%	n/a	n/a	n/a	77.8%	56.2%
West	36.1%	53.2%	58.6%	52.5%	64.4%	66.3%	66.7%
United States	39.0%	48.7%	67.7%	61.7%	68.1%	67.0%	67.1%

*Occupation at completion is calculated for all properties completed during each individual calendar year

Section 37 - Stabilization Data



Stabilization Data

Construction Year:	2009	2010	2011	2012	2013	2014	2015 YTD
No. of Properties Tracked		2				1	1
Properties Stabilized 0-4 Quarters After Completion		1				0	0
Properties Stabilized 5-8 Quarters After Completion		0				0	0
Properties Stabilized 9-12 Quarters After Completion		1				0	0
Properties Stabilized 13+ Quarters After Completion		0				0	0
Properties That Have Not Yet Stabilized		0				1	1

Stabilization is reached when the average vacancy of the properties built in any given year equals or is less than the metro's average overall vacancy for the last five years. "0" in the Quarters After Completion chart above represents the vacancy at completion.

New Construction Listing

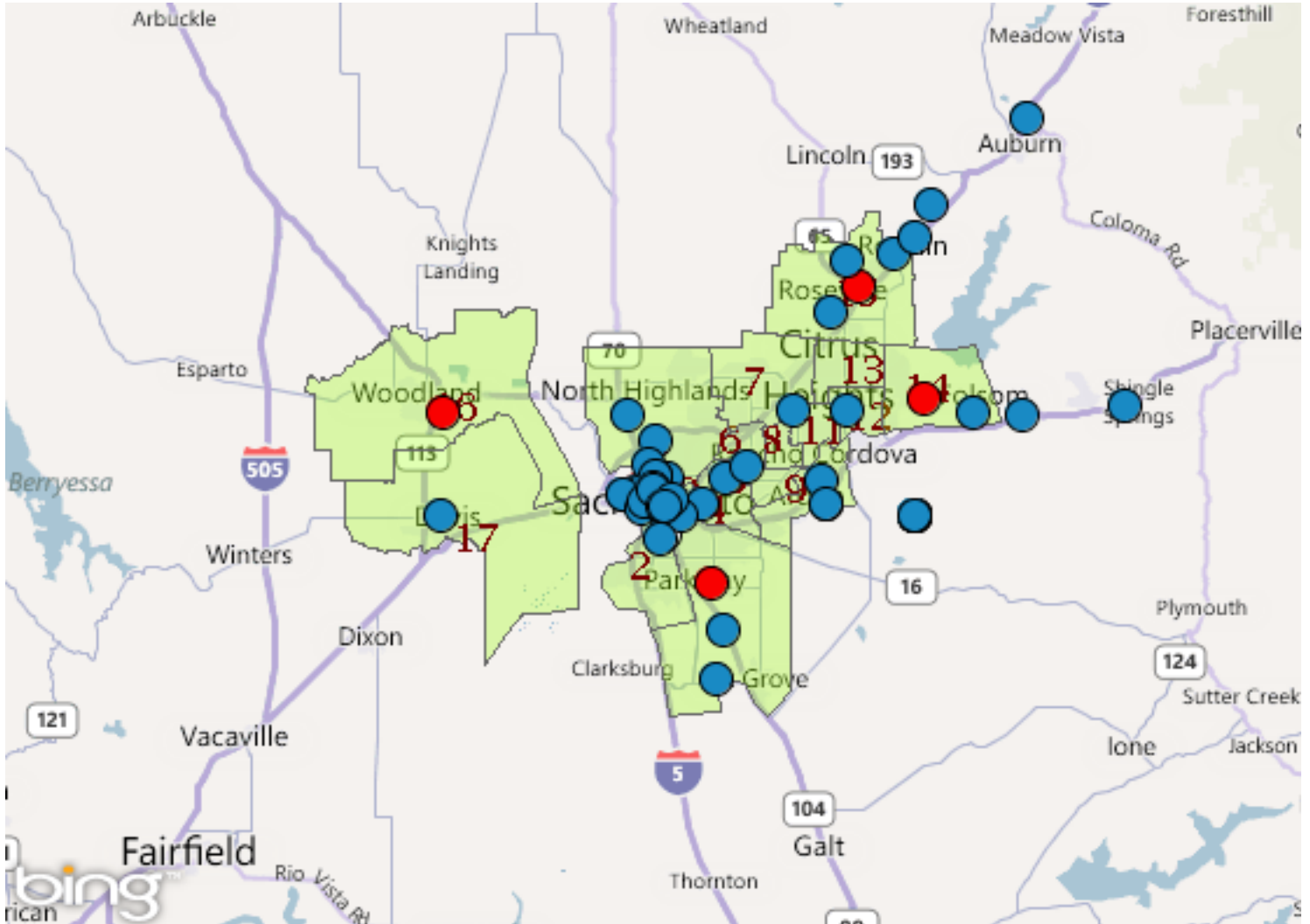
Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015

Metro: Sacramento

As of 20-Oct-2015

Section 38 - Metro Area Map: Sacramento



● Completed Projects ○ Under Construction ● Planned/Proposed

Sacramento Submarkets

- | | | |
|------------------------|----------------------|-----------------------------|
| 1 North Sacramento | 2 Florin Road West | 3 South/Elk Grove |
| 4 West University | 5 Arden Way | 6 West Marconi Ave/Del Paso |
| 7 North Highlands | 8 East Marconi Ave | 9 Rancho Cordova |
| 10 Downtown Sacramento | 11 Carmichael | 12 Fair Oaks |
| 13 Citrus Heights | 14 Orangevale/Folsom | 15 Roseville |
| 16 Woodland | 17 Davis | |



Prepared By Reis, Inc.

New Construction Listing

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

Section 39 - New Construction Listing

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
Submarket: Arden Way											
1	BUTANO APARTMENTS 2134 BUTANO DR @ COTTAGE WAY SACRAMENTO, CA 95825	09-01-2015	Subsidized/Low Income	SACRAMENTO	148	0	3				Proposed
2	ST JOHN'S GROVE 1540 HOOD RD @ ARDEN WAY SACRAMENTO, CA 95825	06-05-2015	Townhomes	SACRAMENTO	29	0			12/2015		Planned
3	THE VILLAGE AT LOOMIS HORSESHOE BAR RD @ I-80 LOOMIS, CA 95650	01-30-2015	Condominiums	PLACER	130	0					Planned
Submarket: Carmichael											
4	THE OAKS AT HACKBERRY 4950 HACKBERRY LN @ GREENBERRY DR CARMICHAEL, CA 95608	06-05-2015	Apartment	SACRAMENTO	52	52	3	2			Planned
Submarket: Davis											
5	THE CANNERY E COVELL BLVD @ F ST DAVIS, CA 95616	01-22-2015	Apartment	YOLO	547	547					Planned
Submarket: Dwtwn Sacramento											
6	R ST APARTMENTS 1801 3RD ST @ R ST SACRAMENTO, CA 95814	12-30-2014	Apartment	SACRAMENTO	305	305	1	6			Proposed
7	801 L ST BEL-VUE ADDITION 801 L ST @ 8TH ST SACRAMENTO, CA 95814	10-14-2015	Apartment	SACRAMENTO	56	56	1	4			Planned
8	21ST & Q APARTMENTS SWC 21ST ST @ Q ST SACRAMENTO, CA 95811	10-13-2015	Apartment	SACRAMENTO	290	290	2	5			Proposed
9	WAREHOUSE ARTISTS LOFTS (WAL) 1108 R ST @ 11TH ST/12TH ST SACRAMENTO, CA 95814	10-07-2014	Apartment	SACRAMENTO	122	36	1	3	2/2013	10/2014	Complete
10	700 K BLOCK (APARTMENTS) 700 K ST @ 7TH ST/8TH ST SACRAMENTO, CA 95814	09-28-2015	Subsidized/Low Income	SACRAMENTO	82	0	1	6	4/2015	9/2017	Under Constr.
11	700 K BLOCK (APARTMENTS) 700 K ST @ 7TH ST/8TH ST SACRAMENTO, CA 95814	09-28-2015	Apartment	SACRAMENTO	55	55	1	6	4/2015	9/2017	Under Constr.
12	YAMANEE 2500-2508 J ST @ 25 ST SACRAMENTO, CA 95816	09-22-2015	Condominiums	SACRAMENTO	134	0	1	14			Proposed
13	EVIVA MIDTOWN 1525 N ST @ 16TH ST SACRAMENTO, CA 95811	09-21-2015	Apartment	SACRAMENTO	118	118	1	5	7/2014	4/2016	Under Constr.
14	EAST END GATEWAY SOUTHWEST 16TH ST @ O ST SACRAMENTO, CA 95814	09-10-2013	Apartment	SACRAMENTO	84	84	2	5	1/2012	10/2013	Complete



New Construction Listing

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
15	DOWNTOWN PLAZA TOWER (KINGS ARENA) 547 L ST @ 5TH ST SACRAMENTO, CA 95814	09-03-2015	Condominiums	SACRAMENTO	69	0	1	16			Proposed
16	1500 S ST 1500 S ST @ 15TH ST SACRAMENTO, CA 95811	08-27-2014	Apartment	SACRAMENTO	76	76	1	5			Planned
17	THE CREAMERY CONDOS 1013 D ST @ 10TH ST SACRAMENTO, CA 95814	08-07-2015	Condominiums	SACRAMENTO	117	0	3				Planned
18	THE ICE BLOCKS 16TH ST @ R ST SACRAMENTO, CA 95814	08-07-2015	N/A	SACRAMENTO	100	0					Proposed
19	TOWNSHIP 9 - TOWNHOMES PH I RICHARDS BLVD @ 5TH ST/ 7TH ST SACRAMENTO, CA 95814	07-29-2015	Townhomes	SACRAMENTO	72	0					Proposed
20	TOWNSHIP 9 - TOWNHOMES PH II RICHARD BLVD @ 5TH ST/7TH ST SACRAMENTO, CA 95814	07-29-2015	Townhomes	SACRAMENTO	78	0		3			Proposed
21	19TH ST @ Q ST SACRAMENTO, CA 95811	07-01-2015	Apartment	SACRAMENTO	72	72	1	4			Proposed
22	813 6TH ST @ H ST/7TH ST SACRAMENTO, CA 95814	07-01-2015	Apartment	SACRAMENTO	42	42	1	5			Proposed
23	2001 L ST 2001 L ST @ 20TH ST SACRAMENTO, CA 95811	06-22-2015	Apartment	SACRAMENTO	140	140	1	4			Proposed
24	SACRAMENTO COMMONS- CAPITOL VILLAGE 5TH ST @ N ST/P ST/7TH ST SACRAMENTO, CA 95814	06-22-2015	Apartment	SACRAMENTO	550	550	2	24			Planned
25	SACRAMENTO COMMONS 5TH ST @ N ST/P ST/7TH ST SACRAMENTO, CA 95814	06-22-2015	Apartment	SACRAMENTO	462	462	3				Planned
26	16 POWERHOUSE 16TH ST @ P ST SACRAMENTO, CA 95814	06-15-2015	Apartment	SACRAMENTO	50	50		5	8/2013	6/2015	Complete
27	RIDGEWAY STUDIOS 912-914 12TH ST @ IMPROV ALLEY SACRAMENTO, CA 95814	05-21-2014	Subsidized/Low Income	SACRAMENTO	22	0	1	4		5/2014	Complete
28	METRO CROSSING 7TH STREET @ G STREET SACRAMENTO, CA 95814	05-15-2015	Subsidized/Low Income	SACRAMENTO	200	0	1	4			Proposed
29	SACRAMENTO COMMONS- CONDOS 5TH ST @ N ST SACRAMENTO, CA 95814	03-27-2014	Apartment	SACRAMENTO	110	0	1				Planned



Prepared By Reis, Inc.

New Construction Listing

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
30	I15 1431 I ST @ 15TH ST SACRAMENTO, CA 95814	02-27-2015	Apartment	SACRAMENTO	96	96	1	8			Planned
31	PROMENADE ON K ST 700 K ST @ MERCHANT ST SACRAMENTO, CA 95814	02-26-2015	Apartment	SACRAMENTO	137	137	1	6			Planned
32	TWIN RIVERS HOUSING PROJECT RICHARDS BLVD @ SUNBEAM AVE SACRAMENTO, CA 95811	02-12-2015	Subsidized/Low Income	SACRAMENTO	800	0					Planned
33	EVIVA 16TH ST @ N ST SACRAMENTO, CA 95811	02-12-2015	Apartment	SACRAMENTO	118	118			9/2014	6/2016	Under Constr.
34	912-914 12TH ST 912-914 12TH ST @ IMPROV ALLEY SACRAMENTO, CA 95814	01-22-2014	Subsidized/Low Income	SACRAMENTO	22	0	1				Planned

Submarket: East Marconi Ave

35	THE HABITAT - BRIDGE DISTRICT 5TH ST @ MILL ST SACRAMENTO, CA 95691	03-09-2015	Apartment	YOLO	96	96	4	3	7/2013	3/2015	Complete
----	---	------------	-----------	------	----	----	---	---	--------	--------	----------

Submarket: Fair Oaks

36	RIDGEVINE PLACE 7921 CODMAN LN @ RIDGEWAY WAY FAIR OAKS, CA 95628	01-10-2014	Apartment	SACRAMENTO	22	22					Planned
----	--	------------	-----------	------------	----	----	--	--	--	--	---------

Submarket: Florin Road West

37	CURTIS PARK COURT NWC 24TH ST @ 10TH AVE SACRAMENTO, CA 95818	04-23-2015	Subsidized/Low Income	SACRAMENTO	91	0	1	3	1/2015	6/2017	Under Constr.
38	401 BROADWAY 401 BROADWAY @ 3RD ST SACRAMENTO, CA 95818	02-25-2015	Condominiums	SACRAMENTO	48	0	1	4			Proposed

Submarket: North Sacramento

39	PARKEBRIDGE 3800 FONG RANCH RD @ SAN JUAN RD SACRAMENTO, CA 95833	02-27-2015	Condominiums	SACRAMENTO	142	0					Planned
40	NATOMAS PARK DR APARTMENTS NATOMAS PARK DR @ GARDEN HWY SACRAMENTO, CA 95833	02-26-2015	Apartment	SACRAMENTO	251	251					Planned
41	PROVONCE E COMMERCE WAY @ BENEFIT WAY SACRAMENTO, CA 95834	02-26-2015	Condominiums	SACRAMENTO	233	0					Proposed

Submarket: Orangevale/Folsom

42	GRANITE CITY APARTMENTS 1150 SIBLEY ST @ LEMBI DR FOLSOM, CA 95630	10-31-2013	Subsidized/Low Income	SACRAMENTO	80	0				11/2013	Complete
43	TALAVERA RIDGE BROADSTONE PKWY @ CAVITT DR FOLSOM, CA 95630	07-01-2015	Apartment	SACRAMENTO	264	264	1				Planned

Submarket: Rancho Cordova

44	THE MATHER VETERANS VILLAGE PH III 3611 BLECKELY ST @ SCHIRRA AVE RANCHO CORDOVA, CA 95670	09-28-2015	Subsidized/Low Income	SACRAMENTO	50	0	1		3/2015	2/2016	Under Constr.
----	---	------------	-----------------------	------------	----	---	---	--	--------	--------	---------------



Prepared By Reis, Inc.

New Construction Listing

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
45	MATHER VETERANS VILLAGE PH I SCHIRRA AVE @ FEMOYER ST RANCHO CORDOVA, CA 95655	08-03-2015	Subsidized/Low Income	SACRAMENTO	50	0	1	3	10/2014	3/2016	Under Constr.
46	MATHER VETERANS VILLAGE PH II SCHIRRA AVE @ FEMOYER ST RANCHO CORDOVA, CA 95655	08-03-2015	Subsidized/Low Income	SACRAMENTO	60	0	1	3			Planned
47	HORIZONS AT NEW RANCHO 2708 WOODBERRY WAY @ CROETTO WAY RANCHO CORDOVA, CA 95670	02-26-2015	Subsidized/Low Income	SACRAMENTO	48	0	1	3			Planned
48	CORDOVA HILLS-UNIVERSITY VILLAGE TOWNHOMES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Townhomes	SACRAMENTO	530	0					Planned
49	CORDOVA HILLS-EAST VALLEY RES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Condominiums	SACRAMENTO	256	0					Planned
50	CORDOVA HILLS-EAST VALLEY TOWNHOMES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Townhomes	SACRAMENTO	725	0					Planned
51	CORDOVA HILLS-EAST VALLEY AFFORDABLE DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Subsidized/Low Income	SACRAMENTO	174	0					Planned
52	CORDOVA HILLS-CREEKSIDE RES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Condominiums	SACRAMENTO	311	0					Planned
53	CORDOVA HILLS-CREEKSIDE TOWNHOMES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Townhomes	SACRAMENTO	610	0					Planned
54	CORDOVA HILLS-CREEKSIDE AFFORDABLE DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Subsidized/Low Income	SACRAMENTO	192	0					Planned
55	CORDOVA HILLS-TOWN CENTER APARTMENTS DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Apartment	SACRAMENTO	236	236					Planned
56	CORDOVA HILLS - TOWN CENTER CONDOS DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Condominiums	SACRAMENTO	236	0					Planned
57	CORDOVA HILLS-TOWN CENTER TOWNHOMES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Townhomes	SACRAMENTO	760	0					Planned
58	CORDOVA HILLS-TOWN CENTER AFFORDABLE DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Subsidized/Low Income	SACRAMENTO	228	0					Planned
59	CORDOVA HILLS-RIDGELINE VILLAGE RES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Subsidized/Low Income	SACRAMENTO	200	6					Planned



Prepared By Reis, Inc.

New Construction Listing

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
60	CORDOVA HILLS-RIDGELINE VILLAGE TOWNHOMES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Townhomes	SACRAMENTO	485	0					Planned
61	CORDOVA HILLS-UNIVERSITY VILLAGE RES DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Condominiums	SACRAMENTO	661	0					Planned
62	CORDOVA HILLS-UNIVERSITY VILLAGE AFFORDABLE DOUGLAS RD @ GRANT LINE RD RANCHO CORDOVA, CA 95742	01-16-2015	Subsidized/Low Income	SACRAMENTO	164	0					Planned

Submarket: Roseville

63	MERCY ROSEVILLE APARTMENTS 609 & 623 VERNON ST @ JUDAH ST ROSEVILLE, CA 95678	08-06-2015	Subsidized/Low Income	PLACER	56	0	1	4			Planned
64	PEARL CREEK APARTMENTS 1298 ANTELOPE CREEK DR @ CREEKSIDE RIDGE DR ROSEVILLE, CA 95678	07-14-2015	Apartment	PLACER	246	224	13	3	11/2013	5/2015	Complete
65	GARNET CREEK DOMINGUEZ RD @ GRANITE DR ROCKLIN, CA 95677	06-05-2015	Apartment	PLACER	260	260					Planned
66	STANFORD TERRACE II STANFORD RANCH RD @ PLAZA DR ROCKLIN, CA 95678	01-26-2015	Townhomes	PLACER	119	0					Planned

Submarket: South/Elk Grove

67	BACKER RANCH SQUARE CONDOS BACKER RANCH RD @ ELK GROVE BLVD/BRUCEVILLE RD ELK GROVE, CA 95758	07-07-2015	Apartment	SACRAMENTO	152	152					Planned
68	COPPERSTONE VILLAGE 7640 W STOCKTON BLVD @ KASTANIS WAY SACRAMENTO, CA 95823	07-07-2015	Apartment	SACRAMENTO	270	270					Planned
69	3675 T ST @ STOCKTON BLVD SACRAMENTO, CA 95816	07-01-2015	Apartment	SACRAMENTO	214	214	1	4			Planned
70	CURTIS PARK VILLAGE HOUSING SUTTERVILLE RD @ 24TH ST SACRAMENTO, CA 95817	06-03-2015	Condominiums	SACRAMENTO	334	0					Proposed
71	GARDEN VILLAGE 6601 & 6701 SUNNYSLOPE DR @ LINDALE DR SACRAMENTO, CA 95828	04-17-2015	Subsidized/Low Income	SACRAMENTO	195	0	6	2	12/2013	4/2015	Complete

Submarket: West University

72	SUTTER PARK RESIDENTIAL 5275 F ST @ 53RD ST SACRAMENTO, CA 95819	06-05-2015	Apartment	SACRAMENTO	120	120					Planned
----	---	------------	-----------	------------	-----	-----	--	--	--	--	---------

Submarket: Woodland

73	MUTUAL HOUSING AT SPRING LAKE 2170 FARMER CENTRAL RD @ PIONEER AVE WOODLAND, CA 95695	02-06-2015	Subsidized/Low Income	YOLO	62	0	5	3	12/2013	2/2015	Complete
----	--	------------	-----------------------	------	----	---	---	---	---------	--------	----------

Submarket: Not in a Reis submarket

74	CAPITOL YARDS PH I 777 5TH ST @ W CAPITOL AVE WEST SACRAMENTO, CA 95606	10-06-2015	Apartment	YOLO	270	270	11	3	12/2012	9/2015	Complete
----	--	------------	-----------	------	-----	-----	----	---	---------	--------	----------



New Construction Listing

Prepared By Reis, Inc.

Apartment - 2nd Quarter 2015
Metro: Sacramento
As of 20-Oct-2015

No.	Property Name and Address	Date As Of	Multi-Family Type	County	Total Size (Units)	Competitive Size (Units)	No. Bldgs	Floors	Est. Groundbreak	Est. Completion	Status
75	QUARTZ RIDGE APARTMENTS 360 SILVERBEND WAY @ LINCOLN WAY AUBURN, CA 95604	09-29-2014	Subsidized/Low Income	PLACER	64	0	8	2			Planned
76	CAPITOL YARDS PH II 777 5TH ST @ W CAPITOL AVE WEST SACRAMENTO, CA 95605	09-09-2015	Apartment	YOLO	108	108			10/2015	6/2017	Planned
77	RIVERMARK S RIVER RD @ RISKE LN WEST SACRAMENTO, CA 95691	08-27-2014	Subsidized/Low Income	YOLO	70	0	1	4		8/2014	Complete
78	DELTA LANE APARTMENTS 825 DELTA LN @ TOWER BRIDGE GATEWAY WEST SACRAMENTO, CA 95691	08-03-2015	Subsidized/Low Income	YOLO	77	0	2	4	7/2015	12/2016	Under Constr.
79	LANDMARK LOFTS 1801 W CAPITOL AVE @ WESTACRE RD WEST SACRAMENTO, CA 95691	07-15-2014	Apartment	YOLO	62	62					Planned
80	WEST SACRAMENTO FAMILY APARTMENTS 1801 W CAPITOL AVE @ POPLAR AVE WEST SACRAMENTO, CA 95691	02-27-2015	Subsidized/Low Income	YOLO	64	0					Planned
81	DUROCK RD CONDOS DUROCK RD @ PRESLEY LN CAMERON PARK, CA 95682	02-25-2015	Condominiums	EL DORADO	21	0					Planned
82	EL DORADO HILLS APARTMENTS TOWN CENTER BLVD @ VINE ST EL DORADO HILLS, CA 95762	01-15-2015	Apartment	EL DORADO	250	250	1	4			Planned
83	THE ORCHARD AT PENRYN PENRYN RD @ TAYLOR RD PENRYN, CA 95663	01-15-2015	Apartment	PLACER	150	150					Proposed
84	THE ASPENS AT SOUTH LAKE TAHOE PIONEER TRAIL @ SKI RUN SOUTH LAKE TAHOE, CA 96150	01-15-2014	Subsidized/Low Income	EL DORADO	48	0	7	2		1/2014	Complete

APARTMENT



Sales Trend

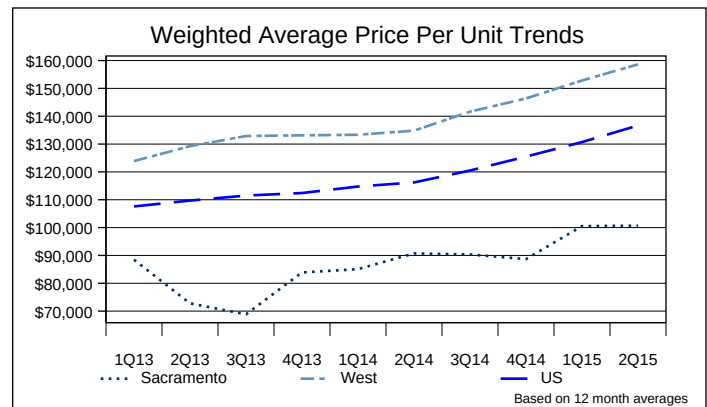
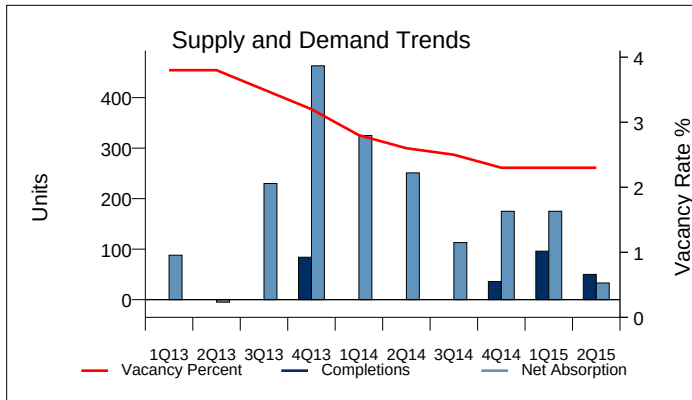
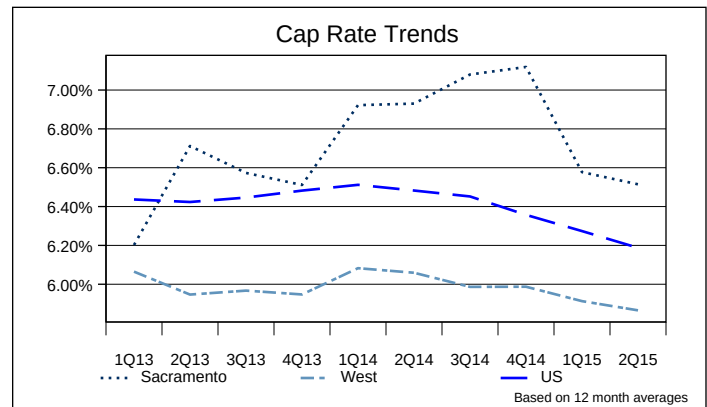
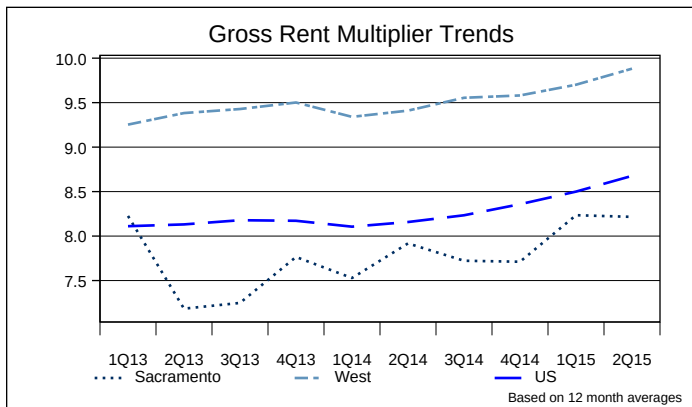
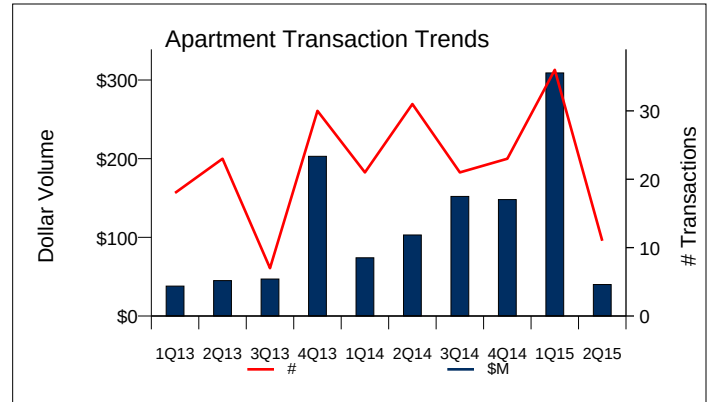


Prepared By Reis, Inc.

Apartment - 2Q 2015
Metro: Sacramento

	2Q 2015 Metro Statistics		Metro Statistics - 12 Month Rolling			
	Mean	Median	25th Percentile	Mean	Median	75th Percentile
Cap Rate	6.9%	7.0%	5.6%	6.5%	6.3%	7.1%
Sale Price	\$3,631,591	\$3,590,000	\$1,015,000	\$7,134,033	\$2,670,000	\$5,518,750
Sale Price Per Unit	\$69,961	\$66,667	\$59,772	\$100,666	\$75,000	\$113,750
Number of Units	52	46	14	71	30	72
Number of Floors	2	2	2	2	2	2
Year Built	1974	1971	1963	1982	1970	1982

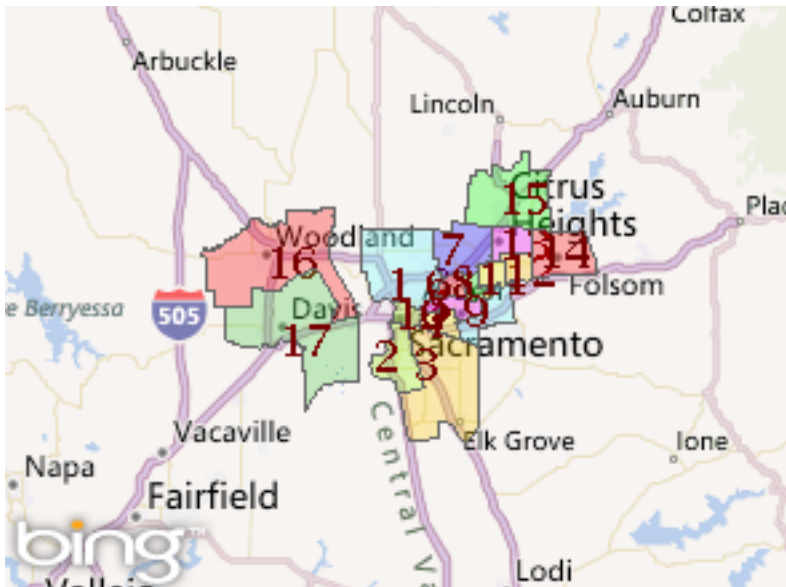
	Dollar Volume (M)	# Units	# Transactions
Seattle	\$623	2,553	31
Los Angeles	\$433	1,975	101
Phoenix	\$349	4,122	29
Denver	\$292	1,745	17
San Diego	\$285	1,705	40
San Bernardino/Riverside	\$224	1,077	8
Orange County	\$171	594	8
Portland	\$131	1,104	12
San Jose	\$123	347	15
Sacramento	\$40	571	11
Other West	\$292	2,733	37
West Total	\$2,963	18,526	309



Key Submarket and Pricing Activity				
	# Transactions	# Units	Dollar Volume (M)	Price Per Units
North Sacramento	11	1,305	\$123	\$94,501
Dwntwn Sacramento	11	351	\$73	\$208,379
Orangevale/Folsom	1	280	\$58	\$207,857
North Highlands	5	878	\$55	\$62,392
West University	3	644	\$54	\$83,991
Roseville	6	304	\$51	\$166,604
South/Elk Grove	7	394	\$45	\$114,175

Based on 12 month averages

For details on individual transactions, please go to the sales comparables section of the Reis website. www.reis.com


Submarkets

1. North Sacramento
2. Florin Road West
3. South/Elk Grove
4. West University
5. Arden Way
6. West Marconi Ave/Del Paso
7. North Highlands
8. East Marconi Ave
9. Rancho Cordova
10. Downtown Sacramento
11. Carmichael
12. Fair Oaks
13. Citrus Heights
14. Orangevale/Folsom
15. Roseville
16. Woodland
17. Davis

Most Recent Transactions

City, State	Submarket	Year Built	Floors	Price Per Units Range	Sale Date	Reis Sales Comparables Number
1. Sacramento, CA	North Highlands	1961	2	\$25,000 - \$49,999	Q2 2015	671498
2. Sacramento, CA	West Marconi Ave	1986	2	\$50,000 - \$74,999	Q2 2015	674855
3. Rancho Cordova, CA	Rancho Cordova	1983	2	\$50,000 - \$74,999	Q2 2015	671436
4. Sacramento, CA	North Highlands	1970	2	\$50,000 - \$74,999	Q2 2015	667062
5. Sacramento, CA	West Marconi Ave	1985	2	\$50,000 - \$74,999	Q2 2015	664444
6. Rancho Cordova, CA	Rancho Cordova	1961	3	\$50,000 - \$74,999	Q2 2015	661521
7. Rancho Cordova, CA	Rancho Cordova	1971	2	\$50,000 - \$74,999	Q2 2015	666642
8. Carmichael, CA	Carmichael	1980	2	\$75,000 - \$99,999	Q2 2015	666810
9. Rancho Cordova, CA	Rancho Cordova	1975	2	\$50,000 - \$74,999	Q2 2015	661908
10. Sacramento, CA	Dwntwn Sacramento	1935	4	\$200,000 - \$249,999	Q2 2015	664598
11. Sacramento, CA	Florin Road West	1950	2	\$75,000 - \$99,999	Q2 2015	665193
12. Rancho Cordova, CA	Rancho Cordova	1971	2	\$50,000 - \$74,999	Q2 2015	662750
13. Elk Grove, CA	South/Elk Grove	2000	3	\$125,000 - \$149,999	Q1 2015	658348
14. Sacramento, CA	Arden Way	1971	2	\$100,000 - \$124,999	Q1 2015	662751
15. Sacramento, CA	Arden Way	1950	2	\$50,000 - \$74,999	Q1 2015	665192
16. Sacramento, CA	West Marconi Ave	1954	2	\$50,000 - \$74,999	Q1 2015	658347
17. Sacramento, CA	Arden Way	1972	1	\$50,000 - \$74,999	Q1 2015	657461
18. Sacramento, CA	West University	1976	2	\$100,000 - \$124,999	Q1 2015	658345
19. Sacramento, CA	Arden Way	1967	2	\$50,000 - \$74,999	Q1 2015	653332
20. Sacramento, CA	North Sacramento	1976	2	\$100,000 - \$124,999	Q1 2015	654724

For details on the transactions listed above, click on the Sales Comparables number link. For historical transactions or transactions in another Reis market, please go to the Sales Comparables section of the Reis website. www.Reis.com

Prepared By Reis, Inc.

Apartment - 2Q 2015
Metro: Sacramento

Property Location and Physical Characteristics

Property Name	Sienna Vista Apartments	Property Type	Federally Subsidized
Address	4901 Little Oak Ln	Building Area (SF)	259,158 ^{NRA} / 262,406 ^{GBA}
City	Sacramento	No. of Bldgs./Floors	30 / 2
State/ZIP/County	CA / 95841 / Sacramento	Year Built/Renovated	1961 / --
Metro (Submarket)	Sacramento (North Highlands)	Total Units/Asset Class	296 / BC
Comments			

Sale Details and Analysis

Sale Date	21 May 2015	Reis Cap Rate Analysis Proforma	
Sale Price	\$13,200,000 (Verified: Pub Rcrd)	<i>All per unit figures are monthly</i>	
Sale Price/Unit	\$44,595	Total Units	--
Sale Price PSF	\$50 ^{GBA} / \$51 ^{NRA}	Potential Rent Revenue	--
Vacancy at Sale	--	Vacancy Loss/Rate	--
Seller	1. Sienna Vista LP 2. Fairfield Residential / (858) 457-2123 / 5510 Morehouse Dr, Ste 200, San Diego, CA 92121	Effective Rent Revenue	--
Buyer	1. Colrich Multifamily / (858) 490-2321 / 444 W Beech St, Ste 300, San Diego, CA 92101 2. CR Sienna Vista Communities LP	Free Rent Concessions	--
Comments		Credit Loss	--
		Additional Income	--
		Effective Gross Revenue	--
		Operating Expenses/Ratio	--
		Capital Reserve	--
		Net Operating Income	--
		Estimated Going-in Cap Rate	--
		12-Month Rolling Metro Cap Rate	6.5% (Q2 2015)
		Reported Cap Rate, This Sale	None

Additional Details When Available

Seller's Broker		Buyer's Broker	
Other Broker			
Interest Purchased	--	Lot Size	657,756 SF / 15.10 Acres
Parcel Numbers	228-0300-009-0000, 228-0300-027-0000, 228-0300-028-0000	Efficiencies	
		1 Bedrooms	50
		2 Bedrooms	186
		3 Bedrooms	60
		4 Bedrooms	--
Deed Reference	20150521-01151	Total	296
Time on Market			\$0
Financing Details			

Other:

Laundry Facility. Pool. Children's Play Area. Cable TV. High speed Internet access. Barbeques. On-site Computer/Homework Center. Spa. On-site parking is available.

Prepared By Reis, Inc.

Apartment - 2Q 2015
Metro: Sacramento

Property Location and Physical Characteristics

Property Name	Gold Crossing Apartments	Property Type	Market Rate Rental
Address	10894 Coloma Rd	Building Area (SF)	39,280 ^{NRA} / 39,280 ^{GBA}
City	Rancho Cordova	No. of Bldgs./Floors	20 / 2
State/ZIP/County	CA / 95670 / Sacramento	Year Built/Renovated	1983 / --
Metro (Submarket)	Sacramento (Rancho Cordova)	Total Units/Asset Class	80 / BC
Comments	Masonry exterior walls.		

Sale Details and Analysis

Sale Date	09 May 2015	Reis Cap Rate Analysis Proforma	
Sale Price	\$5,830,000 (Verified: Pub Rcd)	<i>All per unit figures are monthly</i>	
Sale Price/Unit	\$72,875	Total Units	80
Sale Price PSF	\$148 ^{GBA} / \$148 ^{NRA}	Potential Rent Revenue	\$791,748
Vacancy at Sale	--	Vacancy Loss/Rate	(\$15,369) [1.9%]
		<i>\$825 Market Rent x 12 Months</i>	
		<i>x 80 Units x 1.9%</i>	
Seller	1. Gold Crossing LP / 11 Haverhill Ct, Novato, CA 94947	Effective Rent Revenue	\$776,379
		<i>\$825 In Place Rent x 12 Months</i>	
		<i>x 80 Units x 98.1%</i>	
Buyer	1. Spant Properties LLC / PO Box 7054, Santa Cruz, CA 95061	Free Rent Concessions	(\$6,599) [\$82 Per Unit]
		Credit Loss	(\$7,917) [1.0%]
		Additional Income	\$0 [\$0 Per Unit]
Comments		Effective Gross Revenue	\$761,862
		Operating Expenses/Ratio	(\$317,491) [40.1%]
		Capital Reserve	(\$28,000) [\$350 Per Unit]
		Net Operating Income	\$416,371
		Estimated Going-in Cap Rate	7.1%
		<i>Based on Sale Price of \$5,830,000</i>	
		12-Month Rolling Metro Cap Rate	6.5% (Q2 2015)
		Reported Cap Rate, This Sale	None

Additional Details When Available

Seller's Broker		Buyer's Broker	
Other Broker			
Interest Purchased	--	Lot Size	179,467 SF / 4.12 Acres
Parcel Number	058-0241-031-0000	Number	Monthly Rent
		Efficiencies	--
		1 Bedrooms	--
		2 Bedrooms	--
		3 Bedrooms	--
Deed Reference	20150526-01371	4 Bedrooms	--
Time on Market		Total	80
Financing Details			

Other:

Laundry Facility. Pool. Cable TV. High speed Internet access. Courtyard. Gated. On-site parking is available.

Prepared By Reis, Inc.

Apartment - 2Q 2015
Metro: Sacramento

Property Location and Physical Characteristics

Property Name	Chardonnay Court	Property Type	Market Rate Rental
Address	2707 La Verta Ct	Building Area (SF)	72,488 ^{NRA} / 72,488 ^{GBA}
City	Rancho Cordova	No. of Bldgs./Floors	8 / 2
State/ZIP/County	CA / 95670 / Sacramento	Year Built/Renovated	1975 / --
Metro (Submarket)	Sacramento (Rancho Cordova)	Total Units/Asset Class	92 / BC
Comments	The buildings have wood frame construction.		

Sale Details and Analysis

Sale Date	21 Apr 2015	Reis Cap Rate Analysis Proforma	
Sale Price	\$6,000,000 (Verified: Pub Rcrd)	<i>All per unit figures are monthly</i>	
Sale Price/Unit	\$65,217	Total Units	92
Sale Price PSF	\$83 ^{GBA} / \$83 ^{NRA}	Potential Rent Revenue	\$855,552
Vacancy at Sale	--	Vacancy Loss/Rate	(\$9,299) [1.1%]
Seller	1. Victoria M Gewalt Trust / (985) 748-7872 / 18348 Providence Estates Rd, Amite City, LA 70422 2. Gewalt Revocable Trust	<i>\$775 Market Rent x 12 Months x 92 Units x 1.1%</i>	
Buyer	1. Investment Property Exchange Services Inc / (602) 850-8627 / 60 E Rio Salado Pkwy, Ste 1103, Tempe, AZ 85281 2. Radiant Lilac Exchange LLC	Effective Rent Revenue	\$846,253
Comments		<i>\$775 In Place Rent x 12 Months x 92 Units x 98.9%</i>	
		Free Rent Concessions	(\$7,193) [\$78 Per Unit]
		Credit Loss	(\$8,556) [1.0%]
		Additional Income	\$0 [\$0 Per Unit]
		Effective Gross Revenue	\$830,504
		Operating Expenses/Ratio	(\$343,076) [40.1%]
		Capital Reserve	(\$32,200) [\$350 Per Unit]
		Net Operating Income	\$455,228
		Estimated Going-in Cap Rate	7.6%
		<i>Based on Sale Price of \$6,000,000</i>	
		12-Month Rolling Metro Cap Rate	6.5% (Q2 2015)
		Reported Cap Rate, This Sale	None

Additional Details When Available

Seller's Broker		Buyer's Broker	
Other Broker			
Interest Purchased	--	Lot Size	200,376 SF / 4.60 Acres
Parcel Number	076-0020-018-0000	Number	Monthly Rent
		8	--
		36	--
		48	--
		--	--
		--	--
Deed Reference	20150421-01056	Total	92 \$0
Time on Market			
Financing Details			

Other:

Laundry Facility. Pool. Tennis. Exercise Room. Cable TV. High speed Internet access. On-site parking is available.

About Reis

Reis provides commercial real estate market information and analytical tools to real estate professionals through its Reis Services subsidiary. Reis Services, including its predecessors, was founded in 1980. Reis maintains a proprietary database containing detailed information on commercial properties in metropolitan markets and neighborhoods throughout the U.S. The database contains information on apartment, office, retail, warehouse/distribution, flex/research & development, self storage and seniors housing properties, and is used by real estate investors, lenders and other professionals to make informed buying, selling and financing decisions. In addition, Reis data is used by debt and equity investors to assess, quantify and manage the risks of default and loss associated with individual mortgages, properties, portfolios and real estate backed securities. Reis currently provides its information services to many of the nation's leading lending institutions, equity investors, brokers and appraisers.

**BRIDGEWAY SQUARE, RANCHO CORDOVA
PARKING ANALYSIS**

Rancho Cordova's Multi-Family parking requirements are based upon a typical garden style two or three story apartment project. This kind of project is usually a mix of 40% 1-bedrooms, 40-45% 2-bedrooms and 15-20% 3-bedrooms with an average unit size of over 1,000 square feet. The Bridgeway Square project in contrast is designed with a much different unit mix. This project will have 63% studios and 1-bedrooms, 37% 2-bedrooms, and **no 3-bedrooms at all**. This project will have an average unit size of approximately 828 square feet. Because of this type of mix, the number of residents will be considerably less and therefore the number of cars will be considerably less. In other words, with smaller units comes a lower population, thus a lower demand for parking.

The other factor that justifies a legitimate parking reduction is the unique location of the proposed project. Like other downtown locations, the residents will easily be able to go to work, shop and access the light rail by walking and/or bicycle, without a need for a car. More and more people are choosing to live without cars and this is a location that enables them to do this. Our studios, as well as smaller one-bedrooms will definitely appeal to this renter demographic.

The Capital Village Special Planning Area requires 2 covered spaces per unit and .1 per unit for guests. That would result in 418 spaces required for the proposed project. We are asking for a 20% parking reduction, 332 parking spots opposed to the 418 required. This would provide 1.67 spaces per unit. For comparison purposes for our proposed project, we have attached **Exhibit A** which reflects other Northern California cities parking requirements based on Bridgeway Square's unit mix.

A.G. Spanos recently completed an urban in-fill project located in Denver, "Element 47". This property has 265 units and is similar to Bridgeway Square in several ways. Element 47 has an average unit size of 838 square feet and the property has a total of 437 parking spaces (or 1.65 spaces per unit.) Included in the parking count are 66 tandem spaces which account for just over 15% of the total parking. The property has enjoyed a high occupancy once it was leased up and is presently 97% occupied. This high level of occupancy is achievable and sustainable with this successful parking plan.

Bridgeway Square actually offers more walk / bike accessibility than Element 47 with nearby retail options and office buildings, plus it is closer to transit than the Denver property. Element 47 is certainly an excellent example of a property that has met the market needs and offers residents an urban in-fill location, including a parking design that has been proven to work!

The following table displays the data described above;

	<i>Bridgeway Square</i>	<i>Element 47</i>
Units	199 units	265 units
Average Unit Size	828 sq. ft.	838 sq. ft.
Parking Spots	332 total	437 total
Parking Ratio	1.67 spaces per unit	1.65 spaces per unit
Tandem Parking	37 tandem (11%)	66 tandem (15%)
Studio & 1 Bedrooms	63%	61%
Two Bedroom	37%	39%
Three Bedroom	0%	0%

DOWNTOWN URBAN AREA PARKING REQUIREMENT COMPARISON

EXHIBIT A

CITY	PARKING REQUIREMENTS	BRIDGEWAY SQUARE UNIT MIX		PARKING SPACES REQUIRED
ANTIOCH				
	1.5 spaces per unit	Studios	43 Units	65
		1-Bedroom	83 Units	125
		2-Bedrooms	73 Units	109
			Guests	0
				299
RICHMOND				
		Studios	43 Units	Inc. below
	1 space for 1-Bedroom	1-Bedroom	83 Units	126
	1.5 spaces for 2-Bedroom	2-Bedrooms	73 Units	109
	1 space for every 5 units		Guests	40
				275
SACRAMENTO				
	1 space per unit	Studios	43 Units	43
		1-Bedroom	83 Units	83
		2-Bedrooms	73 Units	73
			Guests	0
				199
STOCKTON				
	1 space per unit	Studios	43 Units	43
		1-Bedroom	83 Units	83
		2-Bedrooms	73 Units	73
			Guests	0
				199
LIVERMORE				
	1 space for Studio	Studios	43 Units	43
	1.5 spaces for 1-Bedroom	1-Bedroom	83 Units	125
	1.75 spaces for 2-Bedroom	2-Bedrooms	73 Units	128
	1 space for every 10 units		Guests	20
				316

PLEASANTON

1.5 spaces per unit	Studios	43 Units	299
	1-Bedroom	83 Units	Inc. above
	2-Bedrooms	73 Units	Inc. above
1 space for every 10 units		Guests	20
			319

SAN JOSE

1.25 per unit	Studios	43 Units	249
	1-Bedroom	83 Units	Inc. above
	2-Bedrooms	73 Units	Inc. above
			249

Contact	Response Type	Date	Issue/Comment
Audrey Anderson	Email to staff	6/2/15	Design and traffic impacts.
Valerie Kripps	Email to staff	6/2/15	Would like a new grocery store south of Hwy 50
Alex Tardif	Email to staff	6/2/15	Any plans for additional shopping/retail
Jeanne Sanchez	Email to staff	6/2/15	Would like a new grocery store south of Hwy 50
Leslie Lewis	Email to staff	6/2/15	Would like the city planners to reconsider the use. Believe the land was going to be zoned for more multi use businesses for those who were already living here in the city. Concerned the site does not have the necessary infrastructure and services to support the existing population.
John Carr	Email to staff	6/2/15	Would like a new grocery store south of Hwy 50
Susan Foulk	Email to staff	6/2/15	1. Who owns this property? 2. How does a shortfall in parking become permissible? Do you poll the nearby residents (who are already parking impacted) on whether they are willing to share their limited parking with guests of the complex? 3. This is a poor intersection for high volume traffic - does a viable solution for the traffic have to be approved before it can move forward? 4. The bridge is owned by the CV HOA (non-townhome) - it really isn't a two lane road - how will increased traffic over the bridge be accommodated? Perhaps we need a gate like the one proposed for the apartments. 5. It is ugly - surely someone could design something that at least is aesthetically pleasing. 6. This will decrease property values. That impacts the city in a negative way. When owner/occupants of CV turn their homes into rentals and CV becomes largely rentals, this will impact the city even more. 7. Timeline - what is the timeline here?
Abby Kurz	Email to staff	6/2/15	I was reading information on your website and saw the information about the proposed new apartment complex which sounds terrific! (I live in Napa, considering moving to Rancho Cordova as my son lives nearby). Whatever you do with this property, may I offer this suggestion: Do NOT let FPI Management, Inc. become the property management company. They are the absolute worst...just read the reviews online on Yelp and

			other related sites. People are taking a lot of time from their busy days to write reviews about FPI...both employees, former employees, residents and former residents. For busy people to take so much time to write such long, detailed accounts of that company is a reflection of just how horrible a company they are.
Jessica Kaiser	Email to staff	6/16/15	Mr. Diaz, As a homeowner in Capital Village, I would like to voice my opinion about the proposed apartments. I have seen Rancho Cordova in its miserable times; seedy strip malls, dumpster motels and high crime. Over the past few years many people have worked very hard to make changes that have contributed to better businesses, reduced plight and a generally more inhabitable city. After studying criminal justice in college extensively as well as being familiar with the effects of apartment life on neighborhoods and cities, I am strongly against this proposal at this location at this time. Typically, apartments cause reduced home values. With reduced home values comes an increase in crime, especially violent crime, which further lowers home values. Stability is sacrificed. Additionally, more transient residents lead to a negatively affected sense of community and involvement. Having more apartments in Rancho will cause other complexes to have continued and greater vacancies, leading to blight or lowered rents, which exacerbate current problems in Rancho. Rancho Cordova would much better be served by increased services; the neighborhood and community would do well with more businesses, restaurants, or for goodness sake a public pool that is sustainable for years to come instead of the hole in the ground that is barely hanging on from year to year. Please do not reverse the progress of the last few years by suggesting or signing off on what is likely to become a crime ridden nightmare.
Trish Crissey	Email to staff	6/16/15	Hello- I cannot attend this meeting, but I have to say, if this is a section 8 or low income type of housing. I'm totally against that in this new area of Rancho Cordova. Rancho Cordova has enough low income housing and as we have seen over the years, has turned Rancho Cordova in to a slum. Please do not turn out beautiful new area in to another slum. It is a proven fact that once low income housing moves in the rate of

			crime and drugs increases. If there is a place I can vote NO on this please let me know! Thank you!!!
Danielle Hatler	Email to staff	6/17/15	Good afternoon, I am really concerned about this new development. I do not want section 8 housing out here. My husband and I scraped by and saved to buy a home out here. We came from the other side of rancho where drive by shooting and drug deals happened by our home. Unfortunately, section 8..aka, affordable housing brings those problems to the neighborhood. I don't want this area to turn into the other side. The property values will go down and crime WILL increase. This is outrageous. Build more houses not affordable housing. Sincerely, Danielle Hatler
Cole Valadez	Email to staff	6/22/15	I was under the impression when I bought in this locale, that this lot was zone for a commercial, community grocery store. Is this not correct? What is the expected impact of property prices in the area?
Kerry Ruben	Email to staff	6/22/15	To Whom it May Concern- I am unable to attend the meeting tomorrow. However, please count my vote as a 'NO' on the Bridgeway Square Apartment project. This would be a huge detriment to the neighborhood. The site should be grounds for a small chain grocery mart or other use for the housing already here.
Sandra Zollinger	Email to staff	6/23/15	Mr. Diaz, This is in response to the email I received regarding proposed Bridgeway Square Apartments. I am working out of town this week and will be unable to attend tonight's meeting. I reside at 10842 Nederland Way in Capitol Village and would like to see that parcel developed. I am concerned about apartments; however, if they are truly 'luxury' apartments then I would be in favor.
Erik Ringelberg	Email to staff	6/23/15	Hi Mike, I am a resident just down Disk Dr. from the proposed Bridgeway Square project. I have a couple of concerns that need to be addressed in the planning phase of the project. The current area sound levels are within the City's standards, but given the proposed design and layout it looks like noise will be significantly increased over ambient levels, and potentially well over the City's standards. The sound impacts, particularly associated with 1. reflected sound from the buildings (tunneling) and the 2. road traffic should be fully modeled. I already have baseline data from a simple acoustic study that I did across the street. There are already very high peaks from the garbage pickup at 5 :30 am and when the generators kick on at the server complex across the street. Traffic would be significantly increased on Disk Dr., a road with low traffic levels but high vehicle speeds given the 35 mph limit. This road is already used as a 'short-cut' for businesses to the east and on the hour

			(in the am and later afternoon) it can be difficult to merge into the road. The speed limit needs to be lowered for Disk Drive. Parking is a significant issue along Disk Dr. currently, with massive spillover taking up all spots on the street because of weekend events on the Green. All the spots within the community complex including visitor parking are also overwhelmed during those events. Currently evening parking on the street is about 1/3 to 1/2 of capacity which allows residents to park overnight. The City already failed to plan for adequate parking for those events and put the burden on the homeowners, and now wants to add significantly more cars and visitors to the same locations. The City needs to institute and enforce a neighborhood permit program to avoid creating an inappropriate urban parking problem in a quiet residential community. Finally, this area already gets trash left from the Green events and the strip mall. Ample trash receptacles have to be made available and maintained along the proposed apartment complex. Thanks for the opportunity to comment.
Adam Collins, Capital Village	Email to staff	6/23/15	Yes. It really shows you how our community has a very low sex offender and crime rate. When viewing current Rancho Cordova Apartments this map is like looking into the future and what our community might look like. I wanted people to see this because of the children and family events at Village Green Park. This proposed Apartments will be about a hundred feet away. I hope people look at the map and see what could possibly happen here.
Judi Thomas	Email to staff	6/24/15	City move this project to International and Kilgore. That property is more suited than this property. Also this project has a hole in the corner and yet NO plans to fill in how come, that is the question.
Amie/Rob Porter	Email to staff	6/24/15	Hello Mr. Diaz, Unfortunately, I was unable to attend last night's meeting due to a prior engagement. My husband and I have been residents of Stone Creek for the past 13 years and currently own two homes. Adding an apartment complex on the corner of Disk Drive would not be an improvement in our community. This area of Rancho Cordova is over saturated with apartment complexes as it is with three large ones on Data Drive. The Stone Creek Community and Capital Village have greatly improved this end of Rancho Cordova and as the market has recovered, our property values have increased and has opened the doors to Elliott Homes and Beazer to continue building. The proposed plan for the Bridgeway complex will greatly decrease the value of our community, greatly increase traffic the Capital Village Area and increase crime. The aesthetics of a four story building will not be in keeping of the architectural of the area and building a 194 unit building will greatly congest this part of Rancho Cordova, especially with morning and evening traffic due to the large corporate offices in the area. This

			apartment complex is not designed to bring families into the area as the proposed plan for the complex has studio and small apartments. We can only assume this will include section 8 housing which is already provided in the Data Drive Area. In the past couple weeks there have been several shootings in Rancho Cordova, many not reported to the news and adding another apartment complex next to homes that have increased in value will deteriorate the area. Please keep us apprised of the next meeting as several neighbors are moving forward with having petitions signed if needed.
Richard and Nicole Manners	Email to staff	6/24/15	To: Matt Diaz, Associate Planner, City of Rancho Cordova Re: Bridgeway Square Apartments Dear Mr. Diaz, This note is to inform you of my family's sincere protest and disappointment toward the proposed development of "Bridgeway Square Apartments" at the corner of Disc Drive and Bridgeway Drive. As homeowners in Capital Village, we were dismayed to hear of the proposal, not only because such a project does not fit the aesthetic theme of our community, but primarily because we know through past experience how much resident turnover, crime rates, and property depreciation are affected by such high-density apartment complexes. As homeowners who have lived in this community for over six years, we purchased in Capital Village for its quaint, small-town feel, its neighborhood solidarity, and its safety. This was our first home purchase, and we remain pleased with where we have chosen to raise our children. We do not wish to regret our decision. We fear we might. Aesthetically, the proposed four-story apartment complex, covering a five-acre parcel in the heart of our little town square, will detract from the atmosphere we currently enjoy as residents of Capital Village. Not only will it interfere with the prominent view of Tower Park, itself an icon in our little community, but such a project will be out of line with the other buildings in its vicinity, giving it a much different elevation from the surrounding businesses and residences. A four-story building of that size seems an attempt to bring the big city into our small community, and will not help to add solidarity or a sense of belonging to the residents who live here. We prize our Town Centre as an integral anchor to our neighborhood, and it would be, in essence, cut off from the surrounding areas by such a development. Would parents such as ourselves feel safe in allowing our young people to walk through Tower Park and past the proposed apartment complex to buy a summertime yogurt at Yogurtvilla? Would a woman alone feel safe walking past that development in the evening to meet a friend at Starbucks or Panera Bread for a mom's night out? Certainly, our family would not feel comfortable with either one of those scenarios were the proposed apartments to be built. Though we certainly feel safe in our

			community now, we are constantly aware of the need for vigilance against the encroachment of those into our community who wish to have freedom for their nefarious activities. High-density apartment buildings such as the one proposed generally promote low-income, disenfranchised malefactors who hide in dark corners and bring their illicit plans to life in relative safety. Such dwellings invite blight, disrepair and disrespect toward those who pay the real estate and income taxes in the community where they live and work. We are a quiet, calm community who cares about our neighbors and wish to keep it that way. Apart from the aesthetic reasons to which we protest, the impact of such a large amount of short-term renters to our community, one which is newly burgeoning with promise since the recent economic upswing, will be detrimental. Not only is Beazer actively involved in building a mirror community to Capital Village across International Drive, but Elliot homes is also adding more quality single-family dwellings to our area not very far away. Most of these will be owned, not rented, by people who will take pride in their community and treat it as a privilege to live in. Families looking for affordable home prices in this housing market will invariably look to our section of Rancho Cordova as an option for buying, especially if they see it as a safe place where family life is prized and the atmosphere is safe. However, with the number of studio and one-bedroom units proposed in the Bridgeway Square project vastly outnumbering the two-bedroom units, the prospective demographic is obviously not young families. A young family would barely fit in a two-bedroom apartment, much less a one-bedroom or studio. With multiple apartment complexes nearby on Data Drive, and the higher crime rates which inevitably shadow them, why should we saturate our community with short-term tenants who will not value Capital Village in a way which only home and business owners can? With the recent spate of shootings in Rancho Cordova, we would do well to contemplate the type of community which fosters safety, peace, and prosperity. Unfortunately, the proposed Bridgeway Square Apartments project is not the answer to building a stronger community, but a more fractured one. Thank you for your time.
Jillian/Ray Medrano	Email to staff	6/24/15	Hello Matt, I just wanted to send you a quick email to ensure I am kept in the loop about meetings for the above mentioned proposal. My spouse and I would like to be informed and attend each and every meeting and request time off of work if need be as we feel very strongly about this. We received a notice in the mail about this only a couple of days prior to the meeting that fortunately we were able to attend on June 23. We would like to be notified a little more in advance so we may adjust our

			schedules. Thank you for your consideration,
Landon Mercado	Email to staff	6/25/15	Well, I couldn't attend the meeting. I am a Correctional Sergeant at Folsom Prison and work a lot of hard hours. I'll be honest though. I feel like "Rancho Cordova" already has a stigma to it. All of us who live in the community that is Capitol Village are proud of where we live. I have many work partners who also live near me, who defend Capitol Village by saying, "No, it's the new side of Rancho, It's totally different." And I agree. If there is a 5 acre brick of apartment complexes where people don't care about their "houses" because they don't own them, I fear it will drive the current upscale feel, down. I think it will also drive the value of our houses down, and the "new" side of Rancho will become a continuation of the old side of it. I really hope other people at the meeting expressed my same concern because I know others who feel the same way I do.
Gil Ruiz	Email to staff	6/29/15	Hello Mr Diaz, I found out too late about the meeting. I would be opposed to any more apartments in the city. There are too many to begin with and having renters vs homeowners does not lead to stable neighborhoods. Rancho should focus more on single family homes or townhouse even condos wherein people would have ownership . Also focus should be on attracting commercial/retail developments because there is a relative lack of retail in the city.
Kelly Ann Gomes	Email to staff	7/1/15	Hi Matt, thank you for sending the attached form. Please note, my preferred name is Kelly Ann instead of Kelly. I attended the apartment meeting from 5:30 to 7:00. I was very pleased to see such a great turn out from the residents, the Rancho Cordova citizens are certainly passionate about their city. I wanted to share my comments from the meeting if that is ok. I am not really sure how this works, it didn't sound like a done deal so I hope the citizens can continue to voice their concerns about this apartment project that will not be an asset to the residents living in this community and that City Council will see these comments and vote for what is best for the City, not giving in to pressure from the Spanos family. There is no way apartments can bring value to a neighborhood that currently has property owners. The apartment residents would bring tax dollars if they spend their money in Rancho Cordova, but that is not guaranteed. We can get tax dollars a different way, more businesses or more condos/houses. They could shop at the Walmart in Orangevale since the Rancho Cordova Walmart in my opinion is not a very desirable place to shop. They could grocery shop at Trader Joe's in Citrus Heights or Winco in Folsom. I don't spend my grocery tax dollars in Rancho Cordova since there aren't any decent grocery stores to shop at. Who is to say these residents wouldn't do the same?

			Do the former luxury apartments on Data Drive have Section 8 housing? Does Ashgrove have Section 8 housing? Just curious if these new luxury apartments will have that, not sure what the law says if there is a minimum requirement. Has the city done a study on how many apartments are in Rancho Cordova and what the current vacancy rate is? I had a concern about the different stories regarding the notices that were sent in the mail to the homeowners that live 500 feet from proposed site. One person said they received theirs on Friday a few days before the meeting, the developer said they were mailed out two weeks prior. The developer was very arrogant (not Lex, the older man) and condescending. I wouldn't believe a word he said, he was not believable and talked down to the residents like we are morons. I understand where he is coming from, he wants to make his millions of dollars and move on to the next project. I get that he is trying to make a living, but he is not getting on the residents good side by making us believe this project is in our best interest. Is it a law to send a notice only to residents within 500 feet of a project? I see the Capital Village and Stone Creek area as one big neighborhood, could those notices be sent out to residents up to a mile or two? You asked the group what they would like to see on that lot. I gave it some thought. Yoga studios are very popular now, there are no yoga studios in Rancho Cordova. There are three yoga studios within two miles of each other in Old Fair Oaks to the corner of Fair Oaks and San Juan. There are many corporate employees that work in Rancho Cordova that would probably love to attend a class before heading home. I also think a martial arts studio or dance studio like an Arthur Murrery business would do well. Thank you Matt for the follow up email, I appreciate it. Kelly Ann
Angie Wilson	Email to staff	7/1/15	Hi Matt, I'm hoping you can help me verify some information related to the Capital Village project that has been proposed on the southwest corner of Bridgeway and Disk. Recently, the roads in the area were repaved. And this morning I found the lines had been painted in. By the looks of it, parking may soon be allowed along the west side of Bridgeway. Can you confirm this? The no parking signs are still posted, but the actual lines on the road suggest otherwise. If you recall, parking on Bridgeway was one of the concerns at the neighborhood meeting regarding the proposal. However, many, like myself, believed the no parking status would not change and so did not press the matter. If this status is changing, it needs to be shared with the community immediately. I would also like to know the status of the different city departments' reports regarding this project, specifically the traffic report. Can you please provide that and the time of the next meeting.

Mike O'Rourke	Email to staff	7/22/15	Dear Matt Diaz: I attended the meeting at the Hyatt Plaza on June 30, 2015. At that meeting, you said you were gathering email addresses of those who were interested in receiving updates. It has been over three (3) weeks and I haven't received any notices. Please confirm that you have included this email address in your group listing. Have there been any updates to the proposal from AG Spanos? Have you heard back from the police and fire agencies as to their reports? According the Calendar at the cityofranchocordova.org website, I see that a City Council Special Meeting / Work Session has been scheduled for July 28, 2015 at 5:30 PM. Even though the listing shows that an agenda was "Included", only the calendar item shows on the page to where the hyperlink for this item is sent. Is this the work session to which you referenced at the June 30 Meeting? Please advise at your earliest opportunity.
Susan Foulk	Email to staff	7/27/15	Hi Matt – I was wondering if there was any update that you can share? Was the traffic study completed? Also, there is a posting related to a drainage easement in that area – is this related to the project moving forward?
Mark Roffe	Email to staff	7/29/15	Hello Matt, Thank you for compiling a summary of questions brought up at the Bridgeway Square Apartments neighborhood meeting of June 23rd. I attended the meeting and I notice that some important questions discussed at the meeting may have been inadvertently omitted from the list, so I am bringing them to your attention for inclusion: • What is the actual need for 194 additional rental apartment in this area, as there already 1,772 rental apartments located slightly more than one half mile from the proposed Brideway Square site? (568 at Bishop's Court, 600 at Chesapeake Commons, and 240 at The Reserve). • It was noted at the meeting that the nearby existing 1,772 apartments all fit the criteria of "luxury" apartments as defined by Spanos at the meeting (walk-in closets, balconies, washer/dryers, swimming pools, 24-hr fitness centers, etc.). • Will this high density of rentals exceed any city rules for proportion of rental units? • How many parking spaces will the Bridgeway complex include? The tentative answer at the meeting seemed to indicate that there would not be enough spaces to house even one car per unit. As many households own more than one car, won't the additional vehicles impact the already overcrowded streets of Capital Village? • Will an impact study be done for the effect on the small nearby park/amphitheater? The park was constructed along with Capital Village, and was sized accordingly. 194 additional households may have an

			impact on the park and its facilities. • Will an impact study be done for noise, including additional cars and motorcycles? • What about the inevitable increase in the number of pets that will be walked in the park? The current number of dogs walked there quickly exhaust the number of doggie poop bags in the existing dispensers. Less conscientious pet owners do not bring their own bags, expecting to use the dispensers, and when the bags are depleted there are dog poops left on the grass. This is a health hazard, especially for the small children that play barefoot in the park. • Capital Village has guidelines about the number and size of pets. Will the apartment complex address this? • The Bridgeway Square apartments will not have actual CC&Rs, but will there be rules that will prevent tenants from creating ugliness in the community – specifically window coverings (no bedsheets, cardboard, or plastic sheeting) and inappropriate storage of items on balconies (no furniture or belongings other than appropriate patio furniture)? • Is there any way to prevent the apartments from having a bunch of separate TV dish antennas sticking out of windows, balconies and exterior walls? This would be very unattractive. • How will Bridgeway Square deal with the potential of overcrowding of apartments? For examples, will there be rules to prevent 4 or more people from sharing a studio or 1-bedroom apartment? I want to thank you for hosting the Spanos meeting. It was a great opportunity to hear questions and concerns, and to meet one-on-one with the Spanos representatives and City Council members. I am looking forward to future meetings on this topic.
Kelly Harrington	Email to staff	7/30/15	Dear Mr. Diaz I recently found out about the proposed Bridgeway Square Apartments. As a member of the Capital Village community, I am very upset that this project may move forward. I question why the city would want to put apartments in a neighborhood that is all primarily owner-occupied townhomes and single family homes. I would like to know when the questions and concerns that were brought up at the June 23rd meeting will be answered. I have enjoyed living here, but with this project I am definitely reevaluating my desire to stay in this community. Also, I noticed a flyer stating there will be a meeting on August 3rd to discuss the use of that land. Is this meeting going to address the questions/concerns from the previous meeting?
John Stafford	Email to staff	8/17/15	Hello Matt, thanks for the discussion on that possible development. I would appreciate any information that you have and future notices of any meetings that the community could attend. I live over in Zinfandel Village near the Capital Village development. Oh yes, get a Trader Joe's to go in the Lowes development! At the very least we need a smaller type grocery store.

Public Comment- Bridgeway Square Apartments

			Thank you,
Stephanie St. Pierre	Email to staff	8/23/15	Mr. Diaz, I would like to voice my concerns about the new luxury apt complex that is planning on being built by the Habit. Data and Disk drives are already subject to heavy traffic flow. Putting an apartment complex there would cause even more congestion. There are already way to many people in the area. If you approve an apartment complex to be built there, you are adding to the overcrowding of the area. I live in Capital Village and have noticed that there's no parking around the shops like Starbucks and Steve's Pizza. People living in the apartment complex wouldn't necessarily walk just because they're close. The food places are crowded already. What with the new subdivision being built by Beazer and your proposed influx of people from a 195 unit complex, the wait times at the surrounding businesses and parking will become a nightmare. There are already plenty of apartment buildings across Zinfandel on Data. We bought our home over here to be somewhat removed from that type of environment and now you're considering putting apartments near our home. I urge you to reconsider. Please. Thank you for your time.
Don Raskin	Email to staff	8/23/15	Hello Mr. Diaz, I have been a resident in Capitol Village in Rancho Cordova since 2009. I moved here with the understanding that eventually Beazer would be doing construction on the other side of International, which they have started. When I moved into the neighborhood, I also knew that there would be expansion happening in that shopping complex where Anytime Fitness, The Habit, and UCD Med now are. The empty lot was slated to be a family fun center and that was appealing at the time; allowing for a location that would be beneficial to the families and people in the neighborhood. I understand that this plan fell through, as is often the case with these types of construction projects. It has come to my attention that this area is now being considered for a development of 195 unit luxury apartment complex, and I have some serious concerns about the negative effects this will have on our community. First and foremost, the space itself is not big enough to handle an apartment complex of 195 units; ranging from influx of people to available parking for these units. Even if they are building this as a high rise, which would destroy the aesthetics of the area and stand out like a sore thumb in the complex, there is still the aspect of traffic for people coming into and leaving these apartments. The traffic on Zinfandel and the lights for turning left into this complex either at Data Drive or the entrance are not able to handle an influx of 195 commuters. On top of the already accounted for increased traffic that will happen from the new Beazer development. This also leads to the questions of where those 195 are going to be parking? As the lot is not big enough to sustain 195

Public Comment- Bridgeway Square Apartments

			plus cars associated with this apartment complex. While I am not against luxury apartments being built within the city, I do not think that this lot is the ideal location for such a thing to be built, as I don't see it being beneficial to the established community that is already here. I have other concerns about this development and its possible negative impact on the surrounding community, but we'll start with the aspects of increased traffic alone being a major issue that the location is not able to handle.
Jim Boyd	Email to staff	9/18/15	Matt, I have reservations about the 192, four story apartments in planning for the retail area off Data drive. Please put me on your communication list so I can hear about and speak to this project. Thanks, Jim Boyd
Erik	Email to staff	10/1/15	Hi Matt, I appreciate your providing the traffic analysis. It appears that the analysis uses an incorrect CEQA baseline and analysis, namely the prior project and the prior project analytical tools. The methodological approach has changed since that original analysis and the environmental baseline is different. For example the increase over the prior project would appear to be minimized compared to the actual use, current traffic patterns, and current peak traffic, which would be weekend with a park event. The LOS for Zinfandel and White Rock is already horrible and this project would be a significant incremental contribution to that problem, and the associated air pollution. It is also not clear why the internalization estimates were carried forward. It looks like they are discounting trips, which would seem unlikely given the geometry of the project. Regardless, the total net new trips would be the (estimated) traffic encountered by the residents, and not the difference between projects. The project trip distribution seems incorrectly assessed and potentially biased against the main traffic routes already used by the existing community: The Zinfandel-White Rock-Data route is used by the community as the Zinfandel-Data is often gridlocked. The Data drive link seems grossly underrepresented, as is the diverted traffic through Capital Village Ln and the following 3 right turns that would be used to get onto Zinfandel, and worsen the Data gridlock. The Bridgeway-International route is not even described, and needs a LOS comparison; although that would be a main access link, and it has pedestrian access problems during peak flows already (and additional traffic would be unsafe and undermine the park values). The analysis further estimates the project location as being the sole source of traffic and circulations and not the dispersal of traffic into the

Public Comment- Bridgeway Square Apartments

			neighborhood due to the inadequate provision of parking. The spill-over parking effects from the residents and visitors will go to the sample places the (undisclosed and unanalyzed) event parking goes to, Disk Dr, the HOA spots, and the Wraysbury/Atherstone street parking, which the project conveniently provide a direct walking trail to. Thank for your attention to the community issues created by this project.
Matt Cummings	Email to staff	10/3/15	Hello, Matt. Our neighborhood has received word that the city would like to transfer ownership of the bridge. I am wondering if the HOA will be compensated and whether this decision was made by councilmembers in a public forum. Please forward to me any relevant minutes that address when this conversation might have happened. Thank you, Matt
Lynn Nicholls	Email to staff	10/11/15	Hello Matt, Thank you for the October 1 update on the Bridgeway Apartment complex. I live in Capital Village at the end farthest from this proposed project. I also serve on the homeowner's board of directors for the Capital Village homes, not townhomes. My concern regarding this project has always been the impact of the additional traffic this will generate. I am retired and so can choose when to head out to the store. I avoid the intersection at Zinfandel and White Rock during commute times whenever possible. I see from the traffic study that the intersection already earns a grade of F. So it is bad and will only get worse. I don't know what can be done about that, but if there is any remediation possible I think that the City should prioritize it. I am not opposed to the apartment complex. I found the information at the neighborhood meeting I attended to be helpful. I thought that the realtor's presentation was particularly helpful to understand how we have reached this point in the process. He made it clear that there have not been any interested buyers or viable options for commercial development on that site. I am sure that you are aware of the opposition to this project among some residents of Capital Village. I think that some of the opposition stems from misunderstandings. I heard people complain about the impact of the apartments on "our parks." I wonder if these people realize that these are City parks and not the private property of Capital Village. There is another group opposed to the apartment complex that is

Public Comment- Bridgeway Square Apartments

			spreading misinformation to residents of Capital Village concerning the bridge that connects the commercial part of Capital Village with the residential part. What they are posting on Nextdoor and on Yahoo Groups / Capital Village concerns the fact the the Capital Village Homes HOA owns the bridge. They are telling people that our ownership of the bridge is an obstacle that could keep the City from being able to approve this project. I plan to attend the meeting on October 15th to keep myself up to date on the facts of the issue and thank you for keeping us all informed through email blasts.
Shannon and Jennifer Streets-Casias	Email to staff	10/27/15	Matt – Please find below a few of the continued issues regarding the Bridgeway Square Apartments project. I do appreciate that on the redesign, the exterior seems closer to something that will blend in with the existing buildings and homes, and that the trash bins are now within the complex, as opposed to being next to Bridgeway drive. 1. The traffic study shows very few people out of the 194 units will be working during commute hours...this seems difficult to believe. 2. The developer used data from older years when determining what would be financially viable in this area. It seems there should be a study done utilizing current economic conditions, not data from the years before and during the recession. 3. The new plans show the drainage ditch being filled in with oak trees. Especially heading into an El Nino year, it seems that the drainage ditch was built for a reason, and that it should remain in place. 4. Questions with the bridge use remain unanswered, and require further conversations with Landmark and the residents who pay for the bridge through HOA dues. I propose either that the company takes over maintenance and other fees associated with the bridge, or that it becomes a pedestrian only bridge for the safety of residents – that road is not designed to be a full thoroughfare for heavy traffic. 5. The presentation today does include photos of townhomes in the area, and businesses, but NONE of the photos are of the homes that will be directly impacted by the project. The townhomes shown are on Tower Park Dr., not the ones on Bridgeway Drive. The developers completely ignored the questions of the residents regarding line of sight, privacy, and shadow studies by stating that a project would be there anyway. This does not address whether there are better placements for the buildings – as drawn, the entire facing of the apartments on the Bridgeway side look into each and every bedroom of the townhomes across the street, and completely compromise privacy. The design placement also blocks line of sight of the sun, which is a valuable source of light and heat during the winter. Turning the buildings on the lot would eliminate the privacy and shadow issues, but instead of explaining why the buildings are placed where they are, the developer ignores the residents. Why is the exact placement as shown necessary? Why does the developer not show the townhomes most directly affected by the

Public Comment- Bridgeway Square Apartments

		project? 6. The most pressing concern is the lack of parking. The developer shows that they are 25% short on meeting parking requirements for the units. Zoning seems to require 444 for the site, the Capital Village special planning area shows a need of at least 408, and currently the developer shows only 312 proposed parking spaces. The builder argues that most residents will not have cars; however, shouldn't the project accommodate the spaces required by the city? In addition, there are problems with the proposed spaces – a number of them seem to be tandem parking behind garages. If the spaces aren't both allocated to a single unit, then how is this actual, functional parking? The development does not show a contingency plan for the lack of parking – this means the businesses will lose out on valuable temporary parking for patrons, creating frustration for the group that they are trying to attract, and possibly losing business, especially during the busy lunch hour. In addition, Tower Park Drive and Wraysbury Way are in close proximity to the project, and would probably also see parking from nonresidents. These streets are too narrow to accommodate consistent parking, and the HOA actually forbids using the street parking on a regular basis unless the garages of HOA dues-paying residents are at full capacity. If the residents of Capital Village are not even supposed to park on the street, what is the developer's answer to making sure this is not an issue that negatively impacts the neighborhood? Parking on both sides is enough to constrict Wraysbury Wy. down to a one lane passage, which negatively affects the safety of this family street. Will there be parking passes to indicate that only residents of Capital Village can park on those streets? Where will the other 25% of the cars from this apartment complex park? How will businesses keep their parking open for patrons? Stating that hypothetical residents will not have cars does not seem to be enough to ensure that the project has enough parking. The developers should be responsible for creating a complete project that meets minimum city requirements, otherwise, this indicates that they are cramming too many units in too small of a space. Interestingly enough, had the project proposed fit the original description of the space as noted in the CV SPA, there would be plenty of underground parking, plus businesses, and residences, and the project would not be facing this parking shortage. Thank you for your time. See you at the Meeting.
--	--	---

COMMERCIAL REAL ESTATE SERVICES



Bill Ayres
First Vice President

500 Capitol Mall, Suite 2400
Sacramento, CA 95814

CBRE, Inc.
Brokerage Services | Land Investments

916.446.8217 Tel
916.446.8750 Fax

william.ayres@cbre.com@cbre.com
www.cbre.com

November 12, 2015

Matt Diaz, Associate Planner
Planning Department
City of Rancho Cordova
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

Dear Matt:

By way of introduction we are long time commercial land brokers who specialize throughout the Sacramento region in selling multifamily land to apartment, townhome, commercial and senior housing developers. We have also been the listing brokers for Beazer Homes on and off since 2007 on the land where the Bridgeway Apartments are now proposed.

Over our years of marketing we have targeted this property to various end users: medical office users, senior care providers, retailers, office users/developers and luxury/affordable apartment builders. The Spanos proposal is by far the best project that surfaced because of the experience of the sponsor, its reduced height(from the original Loft SPA vision), the quality of their construction materials and the fact that it is 100% market rate.

After attending the 3 workshops on the proposed project our observations from a commercial real estate perspective are:

- "Activity breeds activity" which is good for the retailers of the town center, Cap Center employers/employees and the City of Rancho Cordova.
- If approved and built, the Spanos Company will pay multiple millions of dollars in development fees to the City of Rancho Cordova, public works, schools and parks which will in turn fund many necessary public programs in the area.
- If approved, 100's of construction workers will be employed and will spend money in retail shops around the site.
- The product Spanos will build will command rents exceeding existing apartment rents in Cap Center , which will in turn put upward pressure on the other projects to improve their apartment product and raise their rents (industry sources have said that rents rise faster in B/C product when a class A product is built nearby).
- With raising rents, more improvement investments in the older projects will naturally occur!! (I talked to Kurt Haven about this, he gets it).
- Rising rents means rising values for all the existing apartments which is good for all.
- As to the Rancho Cordova citizen's "fear of apartments" that Councilman Sander mentioned, the bad rap today's apartment industry has gotten is from the late 70's/early 80's product where non-apartment developers built apartments (with comp roofs/T-1-11 siding/little management) for depreciation and tax breaks for their investors. Today's luxury, class A apartments are

built/professionally managed with AAA materials to last and to provide big cash flow for investors, institutions, REITS and life companies.

- As to an EDH type project at this location, or what RC needs to do to get better development projects in the future; there is nothing like a winner! The development industry likes success stories/better comps/better rents/better absorption/better pricing and winning projects. If you are successful, other builder/developers/investors of all product types will take notice and follow, as will the all-important equity investors and bankers!!
- Lastly, in our many discussions with various retailers, office users, major employers and building owners in the Cap center area, there was virtually unanimous support for the project (but many had corporate policy's not to support a project for fear of customer/neighbor backlash so they could not state this publically).

We would appreciate it if you would share this letter with Council and, naturally, we would be pleased to talk to anyone about the above or our knowledge of the apartment industry throughout the region.

Thank you,

CBRE, Inc.



Bill Ayres



Brian Parker

cc: Tom Allen, AG Spanos
Manny Silva, Beazer Homes



RANCHO
CORDOVA
CHAMBER OF COMMERCE

Honorable Robert J. McGarvey
& City Council Members
2729 Prospect Park Drive
Rancho Cordova, CA 95670

October 20, 2015

Dear Mayor McGarvey and Members of the Rancho Cordova City Council,

Re: Support for the Bridgeway Square Luxury Apartments

On behalf of the Rancho Cordova Chamber of Commerce, our 430 members and the board of Directors, we would like to offer our strong support for the approval of the Bridgeway Square Luxury Apartments.

Our Government Relations Committee, after hearing from both proponents and opponents, thoroughly reviewed the project and recommended a support position to our Board of Directors. The Board also reviewed the proposal and formally voted to support the project.

It is our position that a development of this caliber will be a valuable asset to our community. Bridgeway Square will attract young professionals who desire to work and live here. Spending will stay local and these new residents will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities.

We are confident that it is projects like Bridgeway Square Luxury Apartments that will encourage a "fresh take" from folks considering locating to our wonderful community.

Thank you for your consideration and we encourage your support for this project.

Sincerely,

Steve Millner, Chairman
Rancho Cordova Chamber of Commerce



Rancho Cordova City Council
 Mayor Robert J. McGarvey
 Vice Mayor David Sander
 Council Member Donald Terry
 Council Member Linda Budge
 Council Member Dan Skoglund
 2729 Prospect Park
 Drive Rancho Cordova, CA 95670



1-800-760-BANK
 firstbanks.com

Jane S. Daly
 Vice President and Manager

2880 Sunrise Blvd., Suite 100
 Rancho Cordova, CA 95742

Direct: (916) 852-5601
 Office: (916) 635-4553
 Customer Service: 1-800-760-2265
 Fax: (916) 635-5219
 Jane.daly@fbol.com

605

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Sincerely,

Jane S. Daly
 Vice President and Manager



MONARK™

PREMIUM APPLIANCE CO

TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Members Donald Terry,
Linda Budge & Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

MONARK CALIFORNIA OFFICE

A 6085 STATE FARM DR #200
ROHNERT PARK, CA 94928

T 707 588 3200

W MONARKHOME.COM

LIGHTBULBSPLUSINC

2689 Citrus Road

Rancho Cordova, Ca. 95742

Ph: 916-635-1127 Fx: 916-635-1161

Rancho Cordova City Council

City Hall 2729 Prospect Park Drive

Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I am a businessperson in Rancho Cordova and I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX you are considering for approval.

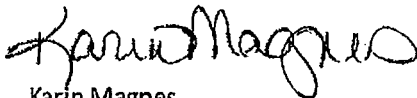
I would like to share with you why I support this proposed new luxury rental complex.

As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses. Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,



Karin Magnes

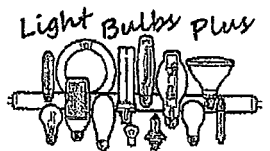
President

Light Bulbs Plus

Karin Magnes

2689 Citrus Road
Rancho Cordova, Ca 95742
Office (916) 635-1127
Fax (916) 635-1161

Cell (530) 903-1604 | KMagnes@lightbulbsplusinc.com



5161 Auburn Blvd
Sacramento, Ca 95841
Office (916) 332-3551
Fax (916) 332-3596



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Galstyan".

Steve Galstyan

3221 Zinfandel Dr
Rancho Cordova, CA 95670

916-853-1494 *phone*
916-853-9453 *fax*

Jeff Hargrave
General Manager

Restaurant Support Center
1902 Wright Place, Suite 300
Carlsbad, CA 92008
760/929-8226

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

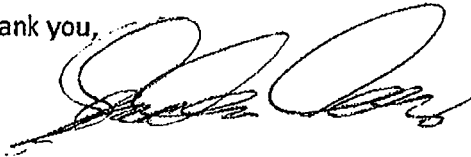
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,





August 18, 2015

Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

Oyler Insurance Team
 2933 Gold Pan Ct., Suite E
 Rancho Cordova, CA 95670
 Bus: 916.635.0444
 Fax: 916.635.0346
 License# 0777239

Mayor & Councilmembers,

I recently learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

I feel this would greatly help our community. Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

We need this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, to walk or bike to work, as well as to stores and local restaurants.

I urge you to please vote YES to approve Bridgeway Square Luxury living – your support is greatly appreciated.

Sincerely,

David R. Oyler, LUTCF
 Agency Principal
 Oyler Insurance Team
 Farmers Insurance



The Best Choice for Your Wellness

TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

Aaron Robinet,
Owner: Robinet Fitness

www.RobinetFitness.com (916) 293-1830 Aaron_Robinet@RobinetFitness.com



Heather Schelske
Recreation Supervisor
(916) 366-3133 Ext. 13
Fax: (916) 363-1487

3480 Routier Road
Sacramento, CA 95827
hschelske@crpd.com • www.crpd.com

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



Nathan McQueen
Training Director

2941 Sunrise Blvd. Ste #280
Rancho Cordova, CA 95742
nathan.mcqueen@rctrainingcenter.com

916.520.1060 office
916.246.2802 fax

Individual and Small Business Training Solutions

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

DAN BEBERMEYER 16

(916) 296-1721

dbebermeyer@gmail.com

General Contractor
Lic# 976857

TO: *Rancho Cordova City Council*
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

Dittman Construction



Kathleen Maldonado
General Manager

Ritesh Singh

Fairfield Inn & Suites by Marriott[®]
Rancho Cordova
10745 Gold Center Drive
Rancho Cordova, CA 95670
T 916.858.8680
F 916.858.8668
kathleen.maldonado@marriott.com
fairfield.com/sacfs

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Ritesh Singh

**SACRAMENTO STAND
DOWN ASSOCIATION**

P.O. Box 601536
Sacramento, CA 95860-1536

916-389-8917
president@standdownsacramento.org

www.standdownsacramento.org

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT**

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Kim DEWAR
SECRETARY SAC. Stand Down



Kurt Munch
Sr. Mortgage Officer

(916) 971-6426
(800) 733-7233, ext. X6426
mobile (916) 292-0698
fax (916) 971-6497

Rancho Cordova Branch
12519 Folsom Blvd
Rancho Cordova, CA 95742

kurt.munch@safecu.org
NMLS # 231377



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and I **WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials "KM" followed by a long, sweeping horizontal line.



Virginia Tylanda
Branch Manager

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

3035 Prospect Park Drive, Ste 60
Rancho Cordova, CA 95670
Direct: 916-288-4110
Fax: 916-288-4299
Toll Free: 800-688-8061
virginia.tylenda@graybar.com

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

SUPERCUTS®

Joann Barba
Manager

10937 Olson Drive
Rancho Cordova, CA 95670
(916) 635-2900

Mon. thru Fri. 9 - 8
Sat. 9 - 7
Sun. 10 - 5

Joann Barba ATTACHMENT 16

620

**TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670**

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

Sign of the Crab

August 11, 2015

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers,

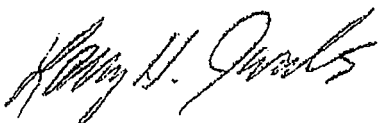
I am a businessperson in Rancho Cordova and I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex. As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique types of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses. Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,



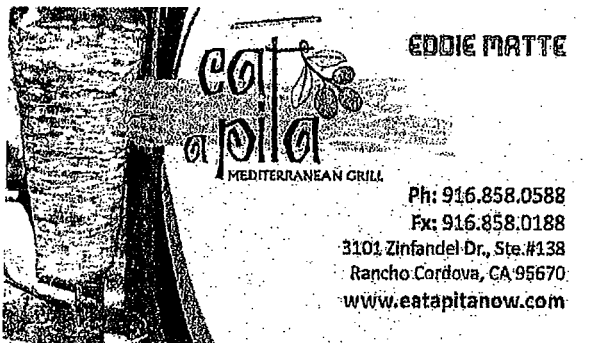
Larry H. Jacobs
President

Ashley Harris Marketing

**Larry H. Jacobs
President**

Ashley Harris Marketing, Inc.
3756 Omec Circle, Suite A
Rancho Cordova, CA 95742
Tel 916-638-2722 Fax 916-638-2725
www.signofthecrab.com

Sign of the Crab, LLC
3756 Omec Circle • Rancho Cordova, CA 95742 • (916) 638-2722
Fax (916) 638-2725
www.signofthecrab.com



TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,



TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Members Donald Terry,
Linda Budge & Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in black ink, appearing to be "R. J. McGarvey", written in a cursive style.

MONARK CALIFORNIA OFFICE

A 6085 STATE FARM DR #200
ROHNERT PARK, CA 94928

T 707 588 3200

W MONARKHOME.COM

LIGHTBULBSPLUSINC

2689 Citrus Road

Rancho Cordova, Ca. 95742

Ph: 916-635-1127 Fx: 916-635-1161

Rancho Cordova City Council

City Hall 2729 Prospect Park Drive

Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I am a businessperson in Rancho Cordova and I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses. Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,



Karin Magnes

President

Light Bulbs Plus

Karin Magnes

2689 Citrus Road
Rancho Cordova, Ca 95742
Office (916) 635-1127
Fax (916) 635-1161

Cell (530) 903-1604 | KMag



5161 Auburn Blvd
Sacramento, Ca 95841
Office (916) 332-3551
Fax (916) 332-3596

AGENDA ITEM 15.2



Rancho Cordova City Council
 Mayor Robert J. McGarvey
 Vice Mayor David Sander
 Council Member Donald Terry
 Council Member Linda Budge
 Council Member Dan Skoglund
 2729 Prospect Park
 Drive Rancho Cordova, CA 95670



Jane S. Daly
 Vice President & Manager

ATTACHMENT 16

2880 Sunrise Blvd., Suite 100
 Rancho Cordova, CA 95742

Direct: (916) 852-5601
 Office: (916) 635-4553
 Customer Service: 1-800-760-2265
 Fax: (916) 635-5219
 Jane.daly@fbol.com

1-800-760-BANK
 firstbanks.com

625

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Sincerely,

Jane S. Daly
 Vice President and Manager



Phone: (916) 636-0176 Fax: (916) 636-0196
3221-2 Zinfandel Drive, Rancho Cordova, CA 95670

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Steve Galstyan

3221 Zinfandel Dr
Rancho Cordova, CA 95670

916-853-1494 *phone*
916-853-9453 *fax*

Jeff Hargrave
General Manager

Restaurant Support Center
1902 Wright Place, Suite 300
Carlsbad, CA 92008
760/929-8226

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

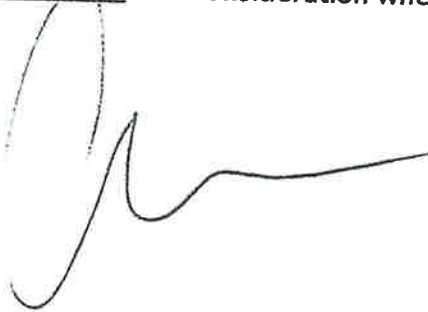
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



clint hostetler
707 628 3067
hostetler@hosbak.com

HOSBAK.COM | HOSTETLER BAKKIE DESIGN



Volunteers of America

NORTHERN CALIFORNIA & NORTHERN NEVADA

Chris Mann

Project Supervisor

S.T.E.P.

10630 Schirra Avenue, Mather, CA 95655
Tel: (916) 706-3017 Fax: (916) 706-3457
cmann@voa-ncnm.org | www.voa-ncnm.org

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

LANCE COWLEY 211 Lincoln Street, Roseville, CA 95678
Account Executive Tel: 916 846 7443
Commercial Sales
LANCE.COWLEY@consolidated.com
www.consolidated.com

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

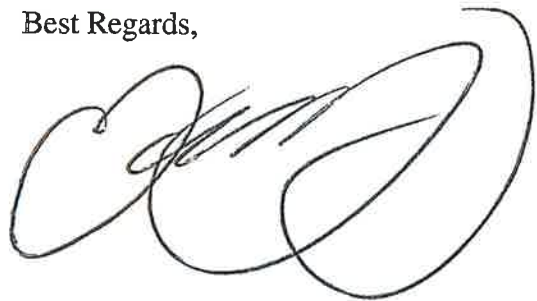
As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

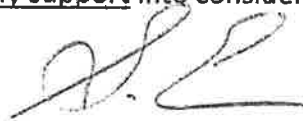
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



STEVE EASTER
Bridgeway Square

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Justin A. Leech
Benefit Advisor



Arthur J. Gallagher & Co.

Gallagher Benefit Services of California Insurance Services
11060 White Rock Road, Suite 160
Rancho Cordova, CA 95670

CA Lic # 0D36879
justin_leech@ajg.com

d 916.431.2504
c 916.390.0134
f 866.549.9298

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Desert Capital Management Group, Inc.

Best Regards,




NATASHA DICKERSON
ADMINISTRATION DEPARTMENT
2377 GOLD MEADOW WAY, SUITE 100
GOLD RIVER, CA 95670
PHONE: 916.966.3100
FAX: 916.966.3101
NATASHA.DICKERSON@AOL.COM
WWW.DSRTCPTL.COM

Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670



RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Kevin Nazaryan

5

Steve Rexroat
916.288.0934
Steve_rexroat@libertyhor
equity.c

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

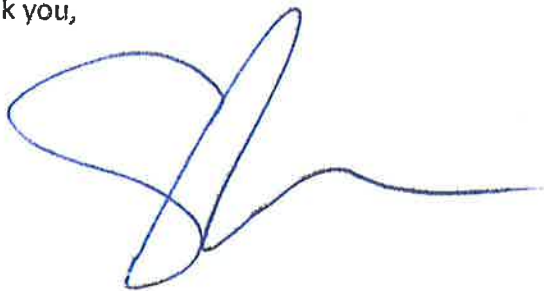
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Debi Hollis
Motion Control Engineering
11380 Whitley Park Rd
RC 95742

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

Capitol Administrator
 2920 Prospect Park Drive
 Rancho Cordova, CA
 95683

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.


 Rita

Sincerely,

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:



I work in Rancho Cordova and I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,



Rancho Cordova City Council
 City Hall
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

Mark Mendelsohn
 V.P. Sales & Marketing

Style Media Group
 120 Blue Ravine Rd., Ste. 5
 Folsom, CA 95630

p 916.988.9888 x 106
 m 818.992.6492
 f 916.596.2100

mark@stylemg.com
 www.stylemg.com

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

A handwritten signature in black ink, appearing to read "Mark Mendelsohn", written over a horizontal line.



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

Kathleen Maldonado



Kathleen-Maldonado
General Manager

Ritesh Singh

Fairfield Inn & Suites by Marriott[®]
Rancho Cordova
10745 Gold Center Drive
Rancho Cordova, CA 95670
T 916.858.8680
F 916.858.8668
kathleen.maldonado@marriott.com
fairfield.com/sacfs

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Ritesh Singh

Edward Robert Abella
Representative

Primerica
1111 Howe Ave
Ste 200
Sacramento, CA 95825

916 567 1818 Phone
916 416 8110 Mobile
eabella@primerica.com
primerica.com/abeliae



Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Julie Reardon



Julie Reardon
Executive Associate
CalBRE # 01925466

2580 Fair Oaks Blvd., Suite 20
Sacramento, CA 95825
JReardon@GoLyon.com

Cell (916) 799-0246 • Fax (916) 536-4022 • FB: Reardon Real Estate

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



 **Cartridge World**

ACCOUNT EXECUTIVE
11170 Sun Center Drive #200
Rancho Cordova, CA 95670

Phone: 916.859.0961
Fax: 916.859.0963


BIG SAVINGS!! FREE DELIVERY on qualifying orders!!!



Peter Thao

Agent
CA Ins. Lic. # 0J02685

New York Life Insurance Company

3255 West March Lane Suite #300
Stockton, CA 95219
Tel. 916 806 1490
pthao@ft.newyorklife.com

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

*The Company You Keep**

RE: Please support Bridgeway Square Luxury Apartments - thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living - your support will be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to be "Peter Thao", written over a horizontal line.



MARGARET FLANIGAN
Member Services Manager
Margaretf@sparetimeinc.com

2201 GOLD RUSH DRIVE
GOLD RIVER, CA 95670

(916) 638-7001
Fax: (916) 853-1845
www.goldrivercc.com

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



LORENA BEIGHTLER
Marketing Director
Lorenab@sparetimeinc.com

2201 GOLD RUSH DRIVE
GOLD RIVER, CA 95670

(916) 638-7001
Fax: (916) 853-1845
www.goldriverrc.com

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in cursive script, appearing to read "Lorena Beightler".

Rancho Cordova City Council
 Mayor Robert McGonley
 Vice Mayor David Sander
 Councilmembers Linda Bluge
 Dan Skagland & Donald Fern
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.



Rocky Keopradabsy
 Agent
 CA Ins. Lic. # 0J00681

New York Life Insurance Company
 3255 West March Lane Suite #300
 Stockton, CA 95219
 Cel. 916 914 4755
 rkeopradabsy@ft.newyorklife.com
 www.newyorklife.com

Sincerely,

Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

**Marlow Simonetto**

REALTOR®

CalBRE # 01929330

2580 Fair Oaks Boulevard, Suite 20

Sacramento CA 95825

MSimonetto@GoLyon.com

916-996-1767 direct

916-484-3615 office

916-535-5795 fax



RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

**SACRAMENTO STAND
DOWN ASSOCIATION**

P.O. Box 601536
Sacramento, CA 95860-1536

916-389-8917
president@standdownsacramento.org

www.standdownsacramento.org

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT**

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Kim DEWAR
Secretary SAC. Stand Down

Paramountequity.com
10888 White Rock Rd
Rancho, CA
Cordova

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

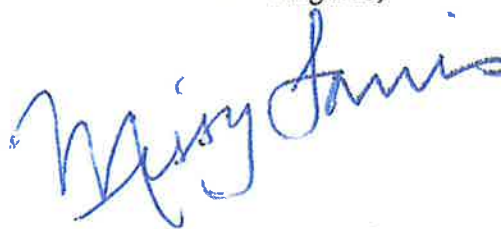
As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,


Missy Farris

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



10860 Gold Center Drive
Suite 180
Rancho Cordova, CA 95670
T 916.403.6100 D 916.403.6106
C 916.221.8889 F 916.638.8267
mysti.freyenberger@accountingprincipals.com
accountingprincipals.com

Mysti Freyenberger
MANAGING DIRECTOR

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

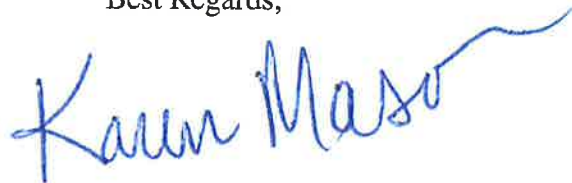
As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,



10860 Gold Center Drive, Suite 180
Rancho Cordova, CA 95670
D 916.403.6100 F 916.403.6107
C 916.317.1224 F 916.638.8267
karen.mason@accountingprincipals.com
www.accountingprincipals.com

Karen Mason
BUSINESS DEVELOPMENT MANAGER



Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center. Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "R. McGarvey", with a long, sweeping horizontal line extending to the right.

MONARK CALIFORNIA OFFICE

6085 STATE FARM DR #200
ROHNERT PARK, CA 94928

707 588 3200

MONARKHOME.COM



Virginia Tylanda
Branch Manager

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

3035 Prospect Park Drive, Ste 60
Rancho Cordova, CA 95670
Direct: 916-288-4110
Fax: 916-288-4299
Toll Free: 800-688-8061
virginia.tylenda@graybar.com

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,





Walkyria Fidelina Abelia
District Leader

Primerica
1111 Howe Ave
Ste 200
Sacramento, CA 95825

916 567 1818 Phone
916 416 8250 Mobile
wabelia@primerica.com
primerica.com/abeliae

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and I **WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

A handwritten signature in black ink, appearing to read "Walkyria", followed by a horizontal line.

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



4432 Pittsfield Wy
Mather 95655

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely, *Cynthia Jones*
2133 Walt Ave
SMC, CA 95827

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Ruyg".

916-635-5158

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

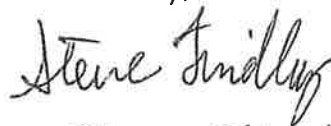
Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



Steve Findlay

12317 Little Dome Way
Rancho Cordova, CA 95742

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

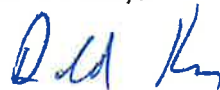
Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



3423 Kleiner Way

Rc 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Robert Balentine
11221 Russian River Ct
Rancho Cordova CA 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Neha Garg
3300, Capital Center Dr.
198 Bishop Court. CA.
916 318 2624.

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



Lakshmi Setlur
3441 Datta Dr
Apt 562
Rancho Cordova
CA - 95670
916 833-0943

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Noubiah Sebtach
2929 Roubier Rd.
Unit 179
SRL

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Margarita Jamias
4315 Monhegan Way
Rancho Cordova, CA 95655

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Angela Johnson

10453 Buckingham drive 95670
Rancho cordova

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Whitte Seals

10453, Rockingham Dr
Rancho, California
AGENDA ITEM 15.2

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Atmond Bradford
10730 Coloma Rd.
Unit 19
Rancho Cordova, CA 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Sharon
Burnett
PC-10752 Pedro
95670

Sharon
Burnett

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

DAVE BURNETT
10752 PEDROWAY
RANCHO CORDOVA
95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

LeRoy
LeRoy Kuykendall
10691 Audubon way
RC 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Ken Kestel
2224 Gleneyre Ct
R.C. 95670
635-4731

Sincerely,

Ken Kestel

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Mildred Kaykenhall
10691 Audubon Way
R.C. 95670

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

Mercedes McWilliams
2049 Klamath River Dr
Rancho Cordova CA 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Bonnie Ward
BONNIE WARD
455 ROYAL CREST CIR
RCHO CORDOVA 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,


MARTI MCKENNA
454 Royal Crest Cir
Rancho Cordova 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



Hattie Reis

2401 moraine circle #1

Rancho cordova

Ca 95670

916-617-8331

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Carole Bender
2251 Windward Ln.
R.C. 95670

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

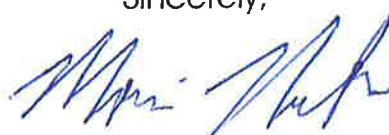
Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

 Monae Newton
2404 moraine circle Apt 1

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Eugenia Chien
11070 Lakima River Ct
Rancho Cordova 95670

Sincerely,



Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Kevin

10249 COUNTRY WAY
RC SAC CA 95827

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



TO: *Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670*

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

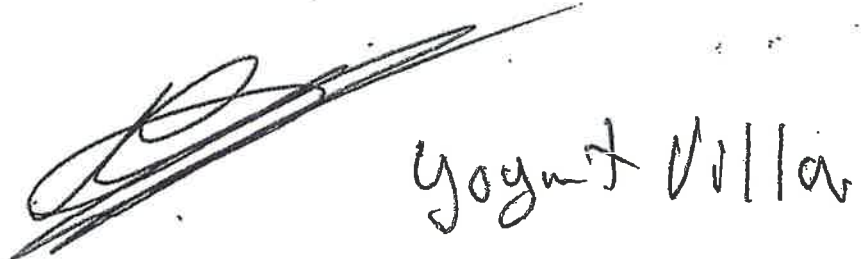
Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in black ink, appearing to read "Yogen Villa", is written over a large, stylized, scribbled-out signature.

Joann Barba
Manager

10937 Olson Drive
Rancho Cordova, CA 95670
(916) 635-2900

Mon. thru Fri. 9 - 8
Sat. 9 - 7
Sun. 10 - 5

TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Farhad Atoei
Manager



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I am a businessperson in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,


Rina Taron
Donut King.

Sign of the Crab

ATTACHMENT 16

691

August 11, 2015

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers,

I am a businessperson in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex. As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique types of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses. Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



Larry H. Jacobs
President

Ashley Harris Marketing

Larry H. Jacobs
President

Ashley Harris Marketing, Inc.
3756 Omec Circle, Suite A
Rancho Cordova, CA 95742
Tel 916-638-2722 Fax 916-638-2725
www.signofthecrab.com

Sign of the Crab, LLC
3756 Omec Circle • Rancho Cordova, CA 95742 • (916) 638-2722
Fax (916) 638-2725
www.signofthecrab.com



General Contractor
Lic# 976857

TO: *Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670*

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

Dittman Construction



TO: *Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670*

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,



Derrick Waddell
Service Technician

15 Years Experience
All Plumbing Installations
Service, Repair and Remodel

(916) 599-0554

Ca Contractors Lic # 987057
AmericanPlumbingAndDrain@gmail.com



TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,


American Plumbing

3000 POWER INN RD.
SACRAMENTO,
CALIFORNIA 95826



TEL 916.455.2800
FAX 916.736.2931

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

August 12, 2015

Mayor McGarvey and Councilmembers:

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

As you know, much of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

I would like to register my support for the proposed Bridgeway Square Luxury Apartment Complex.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Nick J. Sikich
COO Atlas Disposal
Board Member Rancho Cordova Chamber of Commerce
Board Member Cordova Community Council



TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,



PAMELA TIGUE Owner

9777 Business Park Dr. Suite A
Sacramento, CA 95827

Bus 916.245.3150
Fax 916.400.4998

pam@moderntilesupply.com

TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in blue ink that reads "Pamela Tigue". The signature is fluid and cursive, with a long, sweeping underline.

**ATTACHMENT 16**

Oyler Insurance Team
 2933 Gold Pan Ct., Suite E
 Rancho Cordova, CA 95670
 Bus: 916.635.0444
 Fax: 916.635.0346
 License# 0777239

August 18, 2015

Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

Mayor & Councilmembers,

I recently learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

I feel this would greatly help our community. Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

We need this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, to walk or bike to work, as well as to stores and local restaurants.

I urge you to please vote YES to approve Bridgeway Square Luxury living – your support is greatly appreciated.

Sincerely,

David R. Oyler, LUTCF
 Agency Principal
 Oyler Insurance Team
 Farmers Insurance



The Best Choice for Your Wellness

TO: Rancho Cordova City Council
Mayor Robert J. McGarvey
Vice Mayor David Sander
Council Member Donald Terry
Council Member Linda Budge
Council Member Dan Skoglund
2729 Prospect Park Drive
Rancho Cordova, CA 95670

PLEASE REGISTER MY SUPPORT FOR THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments in the vacant piece of property in Capitol Village across from Lowe's.

Currently, most of Rancho Cordova's workforce resides outside the city, commuting into work daily and leaving at the end of the day, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy thriving in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Our local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live – much better than the current piece of dirt that currently blights Capital Village.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in blue ink, appearing to read "A. Robinet", written over a horizontal line.

Aaron Robinet,
Owner: Robinet Fitness

www.RobinetFitness.com (916) 293-1830 Aaron_Robinet@RobinetFitness.com

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



10524 Glenview Way
Rancho Cordova, CA 95670
AGENDA ITEM 15.2

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

A handwritten signature in blue ink, enclosed within a hand-drawn oval. The signature appears to be "Payam Lotfi".

Payam Lotfi

Subway



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I am a businessperson in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex. As a local businessperson, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line less than a mile from their door allowing easy access to the capitol.

We need these new, unique types of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

MONARK CALIFORNIA OFFICE

A 6085 STATE FARM DR #200
ROHNERT PARK, CA 94928

T 707 588 3200

W MONARKHOME.COM

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City -- to attract young professionals to live and work in Rancho Cordova -- spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project -- IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.



phone 916.485.6923
fax 916.485.4932

NORTHEAST SACRAMENTO
Express Employment Professionals

Kiersten Gonzales (F.O.C.)

Best Regards,

Kiersten Gonzales

1715 Professional Dr.
Sacramento, CA 95825

ExpressPros.com/NESacramentoCA



*Bea Lopez of Bea Creativeish**(916) 634-7119 | bea at beacreativeish.com**Facebook, Instagram & Pinterest: BeaCreativeish*

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

Barbara Lopez
Resident of Stone Creek
Since 2004

www.ParamountEquity.com
10888 White Rock Rd.
Rancho Cordova, CA

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

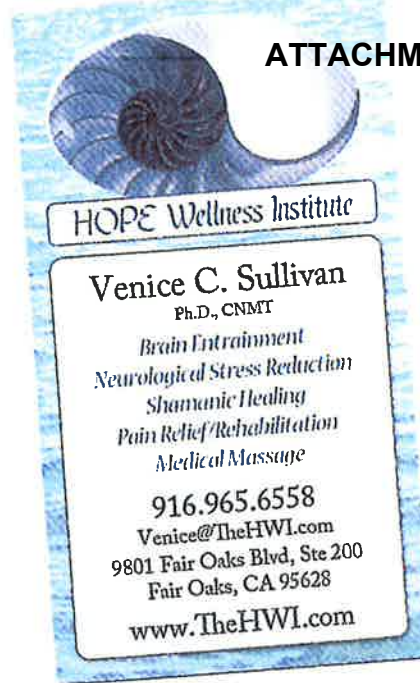
We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

Amanda Halley
Amanda Halley

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670



Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.

Best Regards,

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Katlyn M.
leadcliq





August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

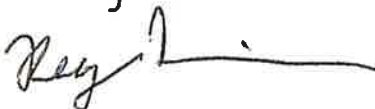
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Reagan Macalino




Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

Michelle Haskins
8/20/15



Heather Schelske
Recreation Supervisor
(916) 366-3133 Ext. 13
Fax: (916) 363-1487

3480 Routier Road
Sacramento, CA 95827
hschelske@crpd.com • www.crpd.com

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

A handwritten signature in blue ink, which appears to read "Heather Schelske". The signature is fluid and cursive, written over a horizontal line.



Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

Jenny Ta
Administrative Assistant
Office: (916) 366-3133
Fax: (916) 363-1487

3480 Routier Road
Sacramento, CA 95827
jta@crpd.com • www.crpdpd.com

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Rancho Cordova City Council
Mayor Robert McGarvey
Vice Mayor David Sander
Councilmembers Linda Budge,
Dan Skogland & Donald Terry
2729 Prospect Park Drive
Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,



HALL'S
Windows and doors from a company you trust.

Kyle Ashby / Chuck Leroy
Events Coordinator

11297 White Rock Road, Rancho Cordova, CA 95742
Direct: (916) 669-1483
Fax: (916) 273-5996 Cell: (530) 356-5545
kashby@hallswindowcenter.com | www.hallswindowcenter.com
SCL# 829789



Rancho Cordova City Council
 Mayor Robert McGarvey
 Vice Mayor David Sander
 Councilmembers Linda Budge,
 Dan Skogland & Donald Terry
 2729 Prospect Park Drive
 Rancho Cordova, California 95670

RE: Please support Bridgeway Square Luxury Apartments – thank you.

Mayor & Councilmembers,

I just learned about the possibility of the Bridgeway Square Luxury Apartment complex being built in Capital Village near Lowe's Home Improvement Center.

Right now, our city has a limited supply of housing for professionals who would like to be able to live here, shop here and walk to work during the work week.

Rancho Cordova NEEDS this type of new housing opportunity, with modern amenities for professionals, like a fitness gym, a large community club house, with a pool, spa, media and game rooms, outdoor lounge, barbecue and kitchen facilities. Bridgeway Square, if approved by the City Council, will be the newest, most modern rental complex in Rancho Cordova.

I am excited about the opportunity to bring this living environment to our city, and the ability such a complex will offer for people, like me, to walk or bike to work, as well as to stores and local restaurants.

Please vote YES to approve Bridgeway Square Luxury living – your support will be greatly appreciated.

Sincerely,

Elizabeth Fisher

Malhar Joshi
General Manager



Red Roof Inn #665
Rancho Cordova
10800 Olson Drive
Rancho Cordova, CA 95670

P 916.638.2500
F 916.638.2672
i0665@redroof.com
redroof.com

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

Malhar Joshi
Red Roof Inn.



Rebecca Rodriguez
Front Desk Representative

Red Roof Inn #665
Rancho Cordova
10800 Olson Drive
Rancho Cordova, CA 95670

P 916.638.2500
F 916.638.2672
fd.redroof@gmail.com
redroof.com

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

-Rebecca Rodriguez

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to LIVE IN RANCHO CORDOVA, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – IT WILL BE GOOD FOR RANCHO CORDOVA and will benefit our local economy.



Cheryl Gleason, MS
Assistant Training Director

2941 Sunrise Blvd. Ste #280
Rancho Cordova, CA 95742
cheryl.gleason@rctrainingcenter.com

www.rctrainingcenter.com

916.520.1060 office
916.246.2802 fax

Best Regards,

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

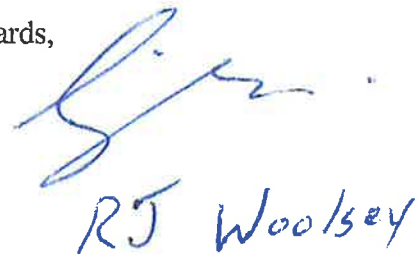
As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



RJ Woolsey



Gianelli's
Appliances & Supplies

WE HAVE PARTS FOR ALL MAJOR APPLIANCE BRANDS
Heating & Air Conditioning Parts & Equipment
NEW & USED APPLIANCE SALES



RJ Woolsey



10473 Folsom Blvd Suite 1
Rancho Cordova CA 95670
E-mail: rjw@gianellis.net

Phone: 916.366.1342
Fax: 916.389.8783
Cell: 916.730.7696



Nathan McQueen
Training Director

2941 Sunrise Blvd, Ste #280
Rancho Cordova, CA 95742
nathan.mcqueen@rctrainingcenter.com

916.520.1060 office
916.246.2802 fax

Individual and Small Business Training Solutions

Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,



August, 2015

Rancho Cordova City Council
 Mayor Robert J. McGarvey & City Council
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,

1024 Iron Point Rd Suite 100
Folsom, CA 95630

PH:916-357-6677
Cell:916-264-9171
Fax:855-956-5953

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

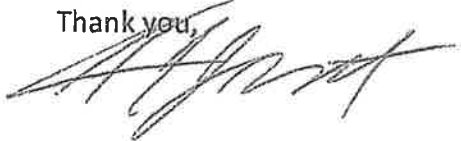
Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Rancho Cordova City Council
City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Steven Campbell
Account Executive



771 Lincoln Street, Roseville, CA 95678
Tel: 916 646 7372

Steven.Campbell@consolidated.com
www.consolidated.com

Mayor McGarvey and Councilmembers:

I work in Rancho Cordova and **I WOULD LIKE TO REGISTER MY SUPPORT FOR THE PROPOSED BRIDGEWAY SQUARE LUXURY APARTMENT COMPLEX** you are considering for approval.

I would like to share with you why I support this proposed new luxury rental complex.

As an individual who works in this city, I know how vital it is to promote initiatives to improve our business climate and attract individuals to frequent Rancho Cordova businesses.

Our local businesses need the professionals who work in Rancho Cordova to **LIVE IN RANCHO CORDOVA**, instead of leaving our City at the end of the work day. The Bridgeway Square Luxury Apartments will provide the utmost in amenities and give its residents the ability to enjoy their time off walking or biking to local recreational, retail and dining establishments in Rancho Cordova, with a light rail line (the Zinfandel Station) less than a mile from their door allowing easy access to Sacramento.

We need these new, unique type of rental apartments in our City – to attract young professionals to live and work in Rancho Cordova – spending nights and weekends frequenting our local businesses.

Thank you in advance, for listening to my opinions. Please support this project – **IT WILL BE GOOD FOR RANCHO CORDOVA** and will benefit our local economy.

Best Regards,

A handwritten signature in black ink, appearing to read 'Steven Campbell', written over a horizontal line.

Todd Bonanno
Outside Sales Manager

Showroom: (916) 635-7070

Cell: (916) 521-2203

Fax: (916) 852-2830

Since 1984

3110 Sunrise Blvd.

Rancho Cordova, CA 95742

Todd@alpinecabinet.com

www.AlpineCabinet.com

CL #621321

Garage Cabinets • Custom Closets • Home Offices

August, 2015

Rancho Cordova City Council
Mayor Robert J. McGarvey & City Council
2729 Prospect Park Drive
Rancho Cordova, CA 95670

I SUPPORT THE BRIDGEWAY SQUARE LUXURY APARTMENTS PROJECT

As a local business person, I am writing to voice my SUPPORT for your approving the Bridgeway Square Luxury Apartments on the currently-vacant property by Bridgeway and Disc Drives, across from Lowe's in Rancho Cordova.

Rancho Cordova has over 20 large-scale employers with over 20,000 employees who commute in and out of our city daily, taking with them spending power that could boost our economy. Rancho Cordova needs this type of new and unique housing to attract young professionals and other workers – with disposable incomes – to keep business and our economy *thriving* in our city.

Bridgeway Square will be modern, high-end apartments, catering to individuals who wish to live near their place of employment, near shopping and restaurants. They will leave their car at home in favor of walking or biking to work, parks, restaurants, coffee shops, shopping, and other activities. There is no other similar upscale rental housing in Rancho Cordova.

Many local businesses support the proposed Bridgeway Square Luxury Apartments. The professionals who work in our city will find this proposed luxury complex a special place to live.

Please take my support into consideration when you vote on this important project.

Thank you,



Proposed Bridgeway Square Apartments at Capital Village

City Council Meeting

December 7, 2015

Matt Diaz, Associate Planner

Project Description

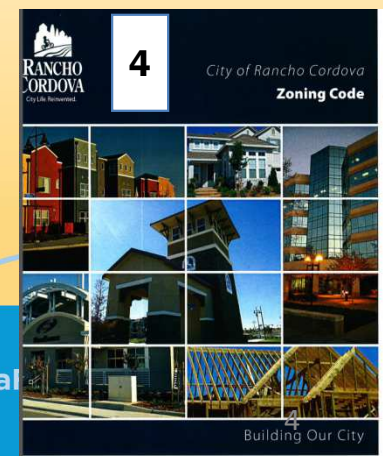
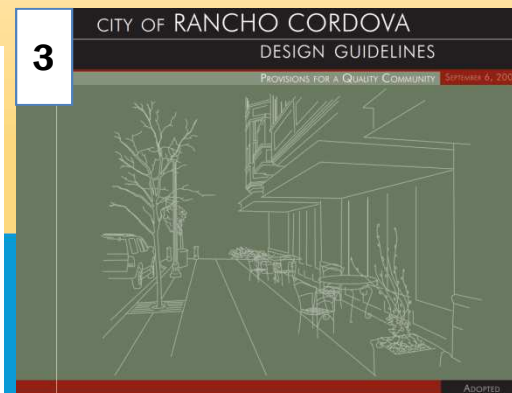
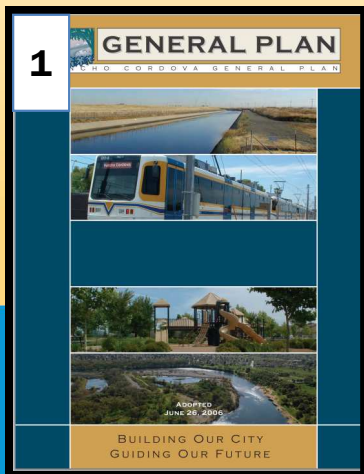
- The applicant is proposing to construct a new 199-unit; 4-5 story market rate housing project with an associated 7,080 square foot club house and outdoor pool area.
- Construction also would include new parking areas, lighting, landscaping, and pedestrian gathering areas for an undeveloped site at the southwest corner of Bridgeway Drive and Data/Disk Drive.

Entitlements Required

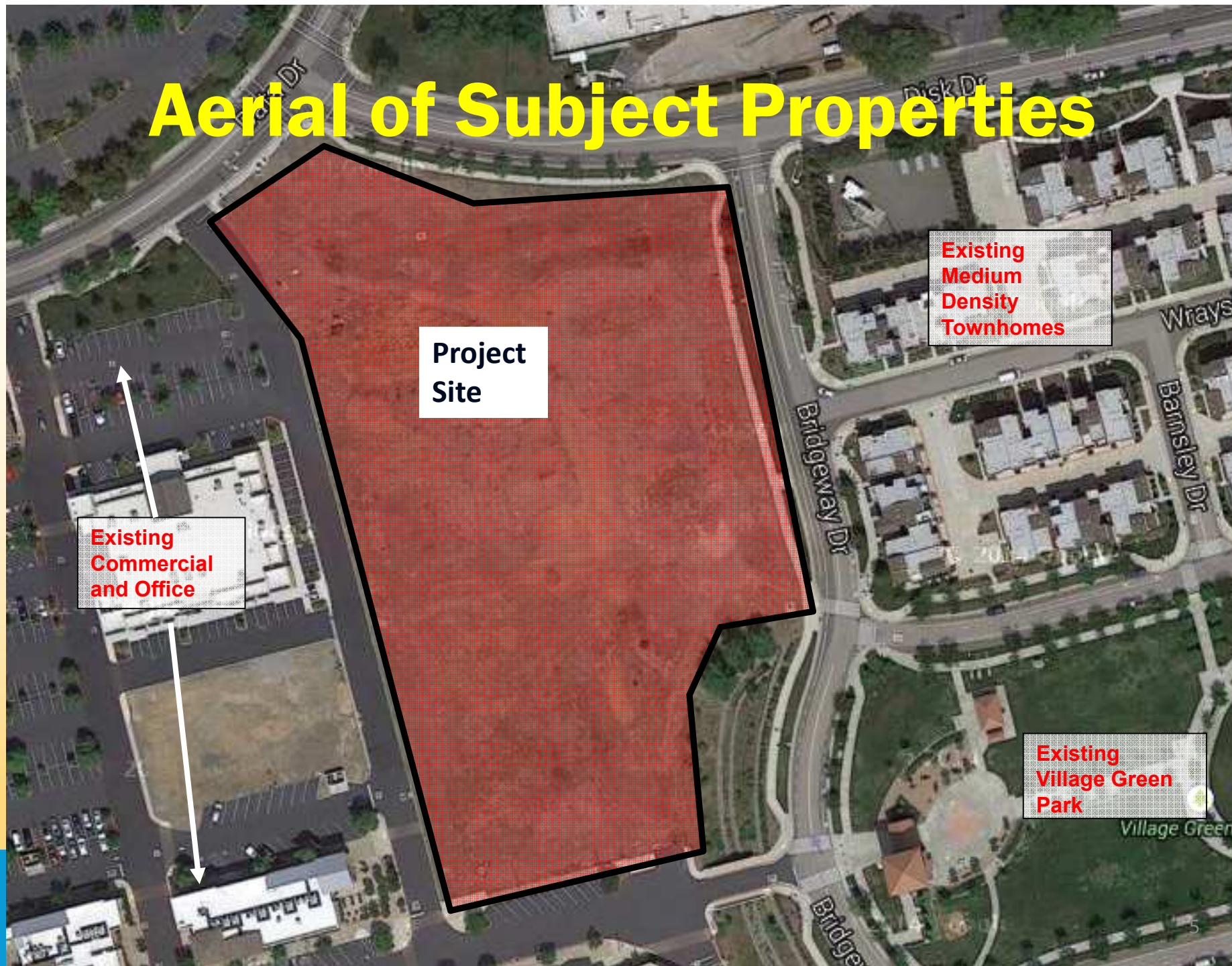
- Special Planning Area Amendment
 - To allow “high density residential housing” by-right instead of just Commercial Mixed Use with high density housing.
- Development Agreement (DA) Amendment
 - To allow “high density residential housing” by-right instead of just Commercial Mixed Use with high density housing.
- Design Review
- Adjustment Permit (Parking)

Documents Used for Staff's Review

1. General Plan: *As adopted (amended) in March 2006*
 - Adherence to Overall City Vision
2. Capital Village Special Planning Area: *Adopted 2005*
 - Specific land use (Mixed Use) and previous environmental review
3. [as reference] City's Design Guidelines: *Adopted 2005*
 - Site planning and Architecture
4. [as reference] Zoning Code Title 23:
 - Parking, Landscaping, Amenities, etc.



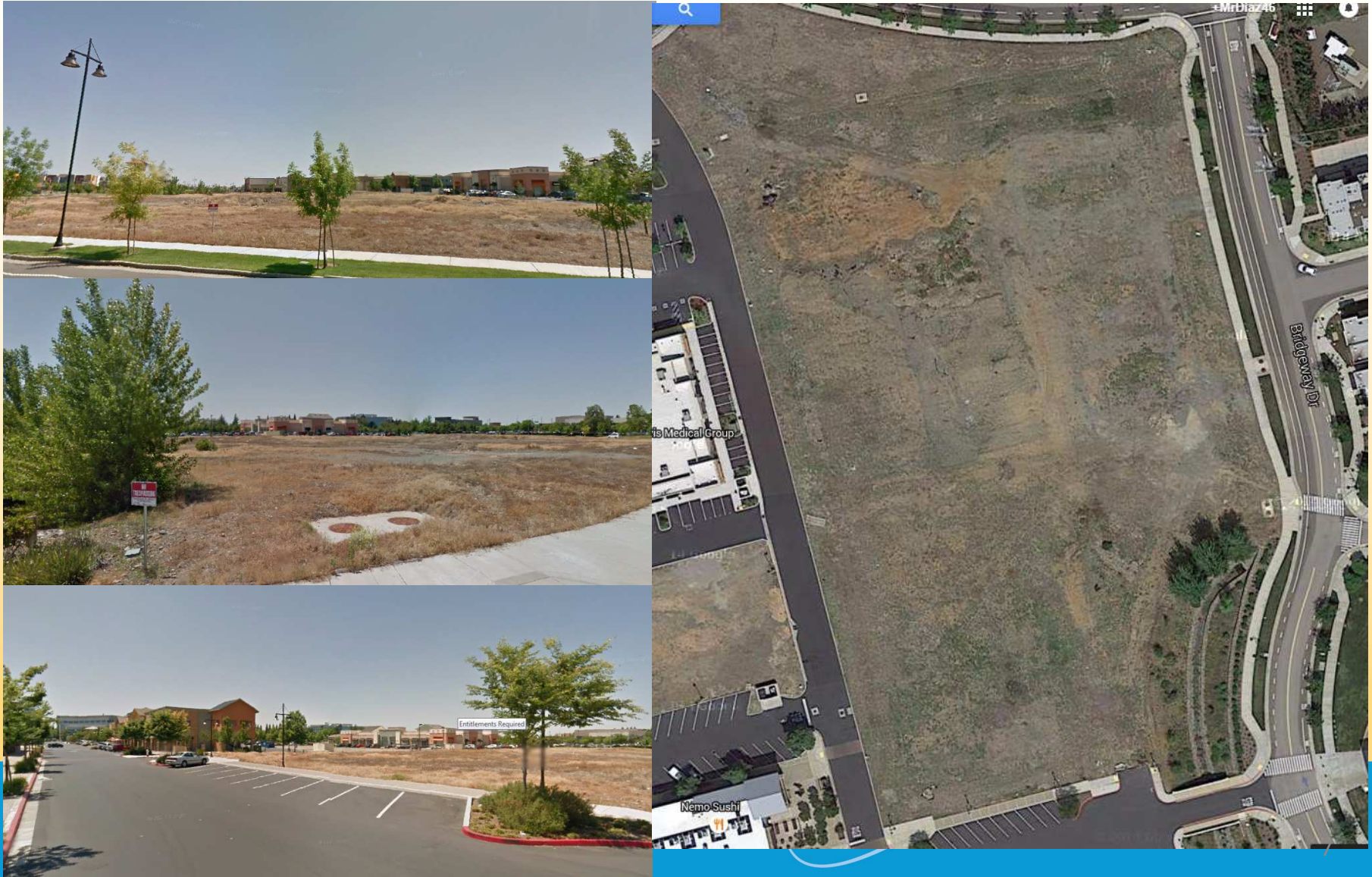
Aerial of Subject Properties



Surrounding Uses



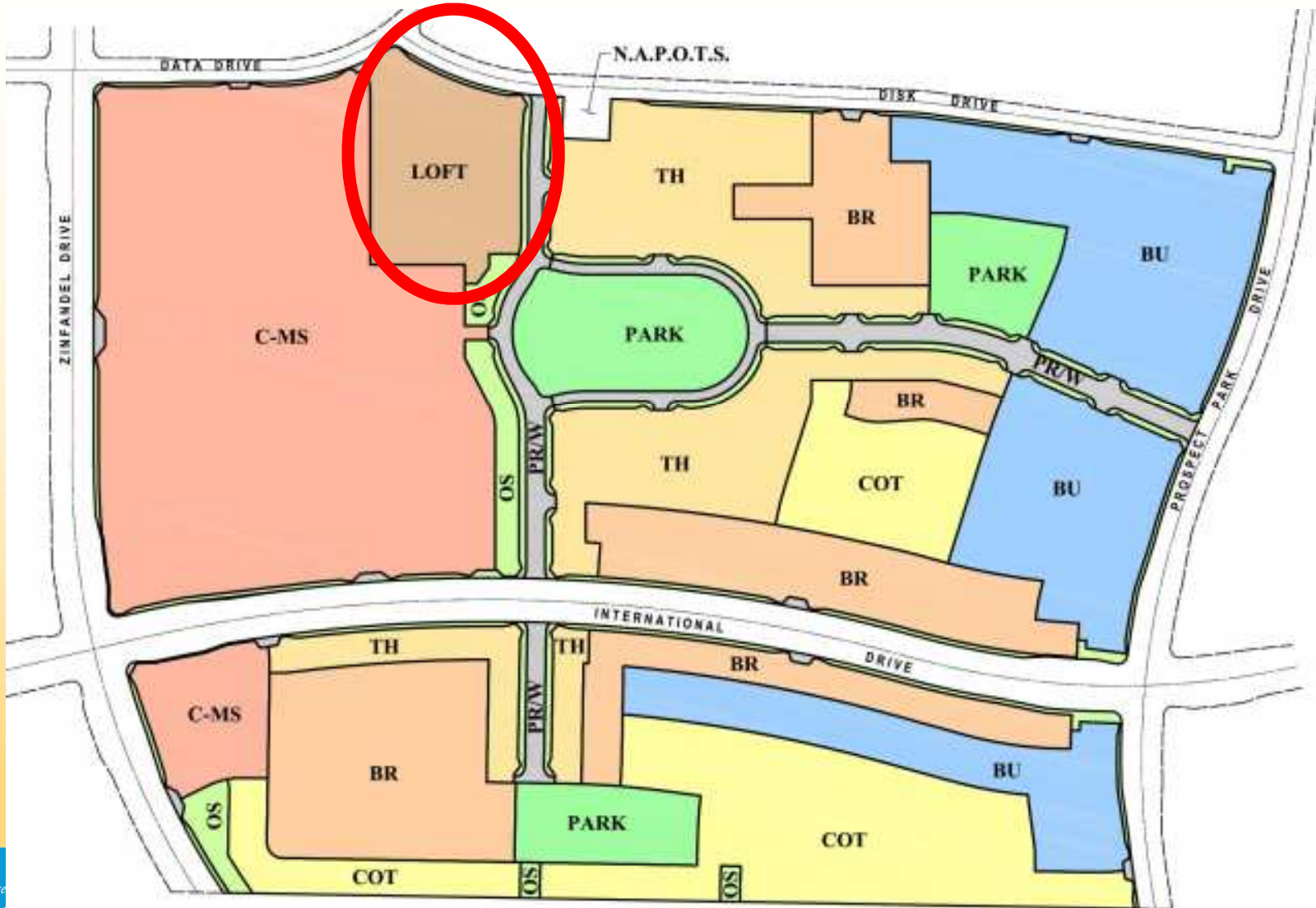
Existing Conditions



Timeline of Events

- May 18, 2015 the City Council was informed at a public hearing of an impending submittal.
- May 20, 2015 the applicant submitted plans for staff to review.
- June 23, 2015 the applicant hosted a meeting with the residents.
- June 25, 2015 a comment letter from City staff was sent to the applicant regarding design and missing items needed for review.
- July 2015 The applicant provided a summary letter of the issues heard at the June 23rd neighborhood meeting.
- September 18, 2015 the applicant resubmitted plans to address staff's and the residential comments.
- October 15, 2015 the planning department hosted a meeting with the residents.
- October 27, 2015 the planning department hosted a work session with the City Council. The Council gave staff and the applicant on how to improve the plans for the next presentation at a public forum.

2005 (Existing) Zoning



“Loft” Zoning Standards

- Mixed Use Allowed: Density up to 40units/ac
- Ground floor retail and podium design encouraged
- Structure parking strongly encouraged.
- Maximum building height of 150 feet.
- Parking: 2 covered spaces per unit and 0.1 guest spaces per unit. Guest spaces may be uncovered.
- Residential units were to include at least 43 live-work units.

Design Standards

Subject	Permitted/Required	Proposed	Surrounding
Uses	Commercial Mixed Use: ground floor retail envisioned with loft residential units above	High-density housing with no ground floor retail	Commercial and Medium Density Residential
Density	40 units/acre	38 units/acre	15-16 units/acre
Potential Units	204 units	199 units	N/A
Height	150ft Max	4-stories (56ft tower, 45ft roofline), 5 th floor (64ft tower and 58ft roofline), club house (36ft tower and 24ft roofline), .	37ft max (townhomes), 60ft max (commercial), and 65ft (tower)
Parking	418 required per 199 units (2 covered per townhome plus 0.1 guests).	332 total (270 uncovered with 62 ground floor/ covered parking) Roughly 1.66 spaces per unit.	(3.5 spaces per 1,000 sqft commercial space); (2 covered per townhome plus 0.6 per total for guests).

Conceptual Architecture



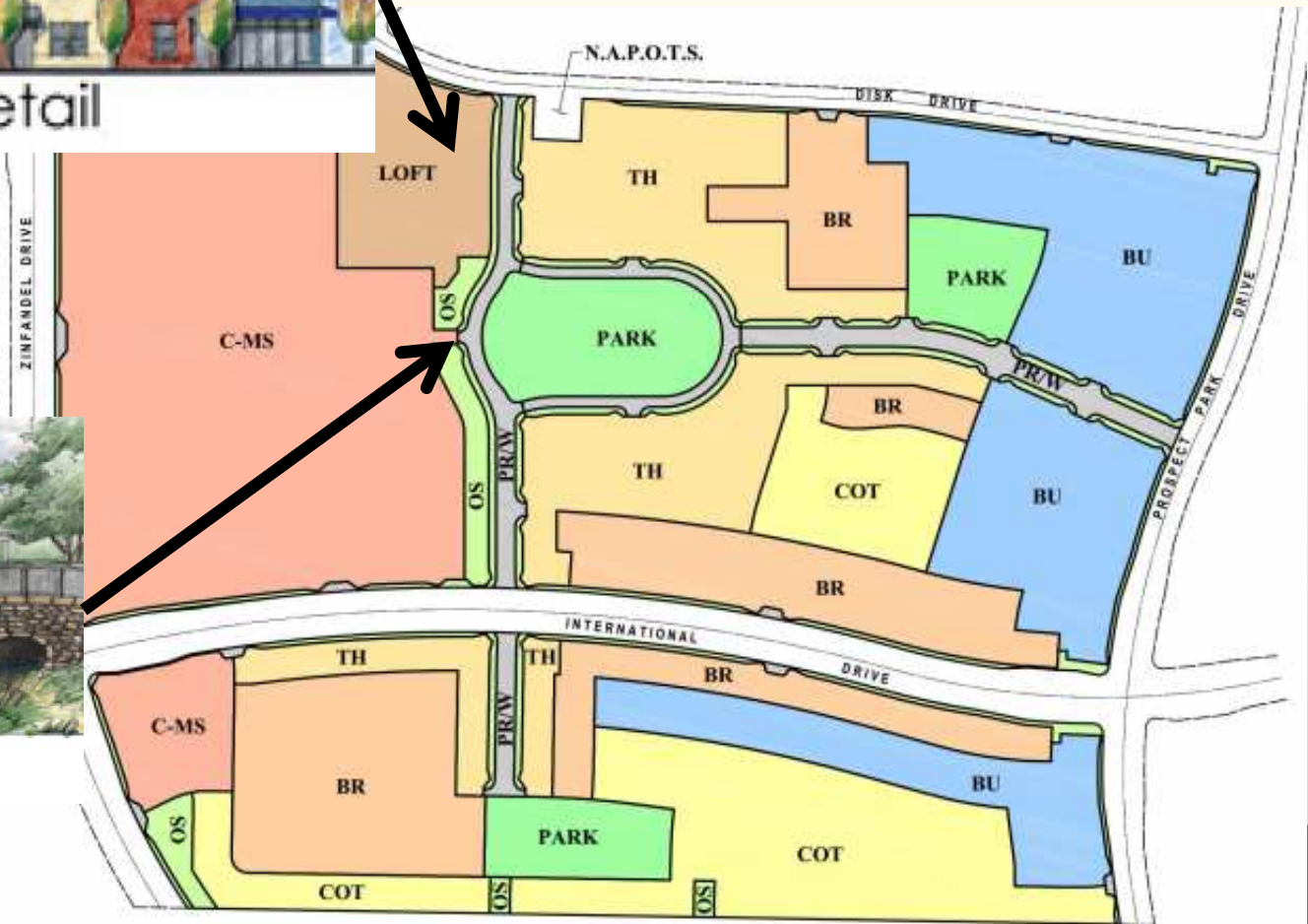
Conceptual Architecture



live/work - retail



main street retail



Conceptual Architecture Style

- Reflects an eclectic use of traditional materials and forms unique to Capital Village.
- Forms, proportions and materials used should create visually pleasing buildings.
- Varying materials and styles to convey that the project was built over time.
- Focal points and view corridors throughout the project.
- Colors should be consistent within the Town Center District. Colors should be used to bring together the materials used throughout the project.

Surrounding Architecture- Townhomes to the East



a fresh take.
RANCHO CORDOVA
CALIFORNIA


aFreshTake.org

15

Surrounding Architecture- Commercial to the West



a fresh take.
RANCHO CORDOVA
CALIFORNIA


aFreshTake.org

16

Surrounding Architecture- Commercial to the South/Main Street



RANCHO CORDOVA
CALIFORNIA

artresmake.org

17

Visualizations

Club House from Capital Village Lane



Looking North From Capital Village Lane and Bridgeway Drive



Visualizations- Main Buildings

Club House



VIEW 3 - CLUB HOUSE AS SEEN FROM COMMERCIAL AREA

Club House Entrance



VIEW 4 - FRONT OF CLUB HOUSE



a fresh taste
RAN

Visualizations- Pool and Cabana Area



VIEW 9 - POOL AREA AS SEEN FROM CLUB HOUSE



VIEW 10 - POOL AREA AS SEEN FROM APARTMENT

Main Questions Raised Since Submittal

- Is this consistent with the approved Capital Village Special Planning Area plan?
- Will this lead to impacts to traffic, parks, or parking?
- How does the design fit with the surrounding architecture and design guidelines?
- Need for this type of housing?

Need for Housing

The applicant has submitted and economic analysis and letters of support as the reasoning for choosing the specific site. The letters include support from:

- *The Chamber of Commerce*
- *Capital Village businesses*

City Council direction from work session on 10/27/15

- **Parking:** Look into parking alternatives and/or provide examples of how the current design with the adjustment will function without causing conflicts.
- **Design:** Relocate the Main Street trash enclosure, wrap the stone to define the edging, change stone to match surrounding uses, work on updating color scheme, confirm amenities, confirm shadow study, and look into the possibility of alternative designs.
- **Lighting:** Provide more detail on proposed lighting and incorporate utility connections along Main Street. This would be to accommodate future events.
- **Security:** Elaborate on possible ways to improve and ensure proper management and security.
- **Economics:** Provide more detail and economic information on why Rancho Cordova needs this type of housing.

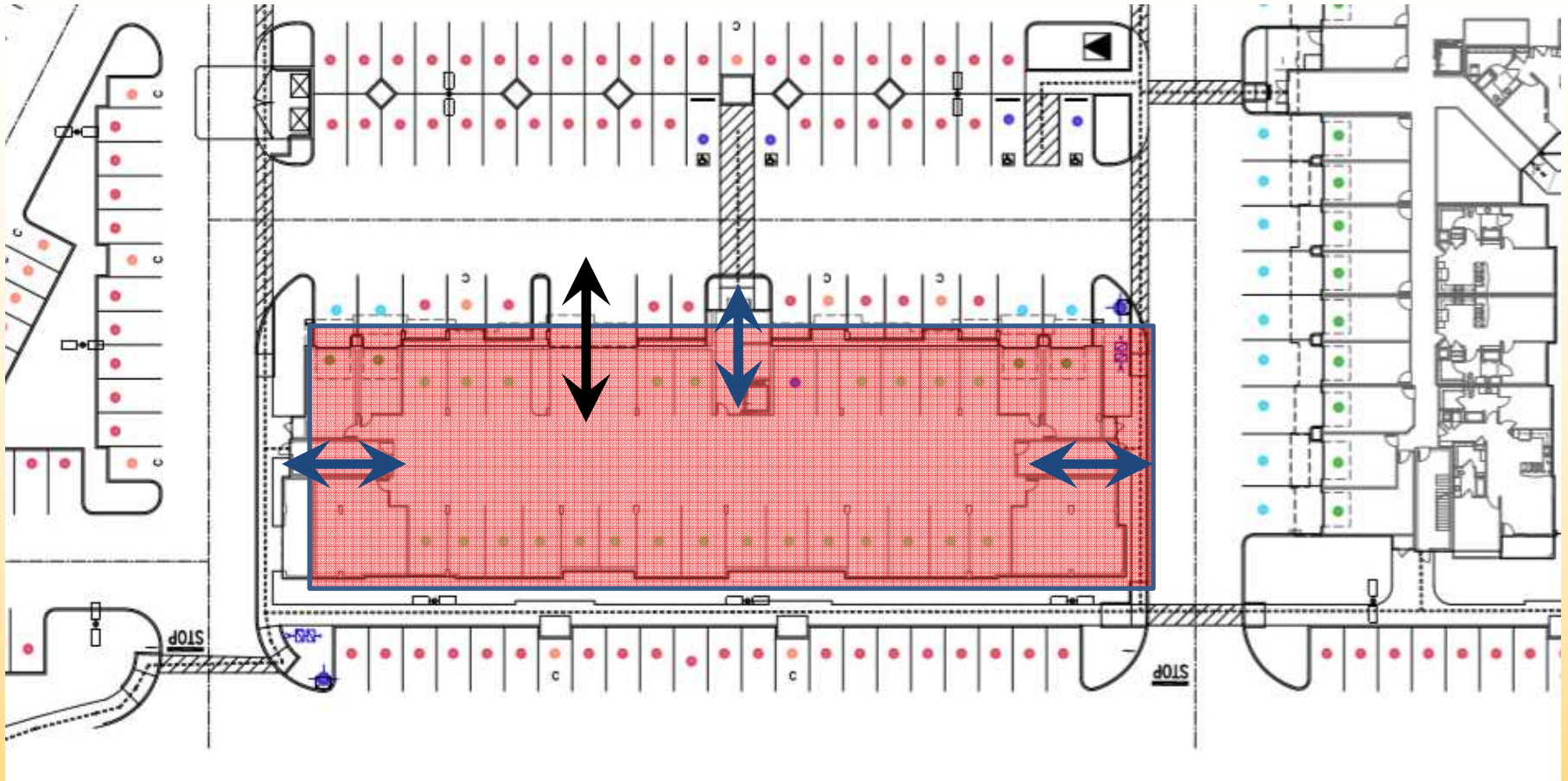
Revised Plans- Parking

- In order to provide more parking, an additional 25 ground floor spaces were added to Building 2 adjacent to the commercial buildings.
- To compensate for the loss of units on the ground floor, a 5th floor was added that increased the total unit count to 199 (5 new units). This increase was reviewed by all applicable departments for safety.
- The project plans reflect the change in height as well as the traffic study, addendum, renderings, lighting plan, and shadow study.
- The project is eligible to receive a 10% parking reduction for onsite improvements and access to transportation.
- To make up the 11% shortfall the applicant has requested an adjustment permit for parking. The findings of approval are included in the staff report and resolution XX-2015.
- The applicant also provided a description of why the current parking standard is outdated when compared to other jurisdiction and projects.

AGENDA ITEM 15.2



Revised Design- Parking



Revised Plans- Design

- Design amendments have been made to make the building elevations more compatible with existing Capital Village designs (residential and commercial). This includes:
 - stone that is similar to the commercial property; and
 - a more muted color tone to blend the gap in color between the vibrant townhomes and muted commercial buildings.
- The project will not include gates to maintain existing circulation and will add new pedestrian paths from Bridgeway Drive to the commercial areas.
- The trash enclosures have moved away from Bridgeway Drive and are located between two of the main structures.

Revised Elevations- Bld #1 (4 stories Adjacent to Bridgeway Drive)

Height to Eave line :
45-49ft



Height to tower
feature peak: 60-62ft

Front Elevation



Left Elevation



Right Elevation



Rear Elevation

Bridgeway Squ

a fresh take.
RANCHO

freshTake.org

28

Revised Elevations- Bld # 2 (5 stories Adjacent to Commercial Sites)



Left Elevation

Front Elevation



Right Elevation



Rear Elevation

Bridgeway Square

Revised Elevations- Bld # 3 (4 stories Adjacent to Club House)



Club House and Pool Cabana

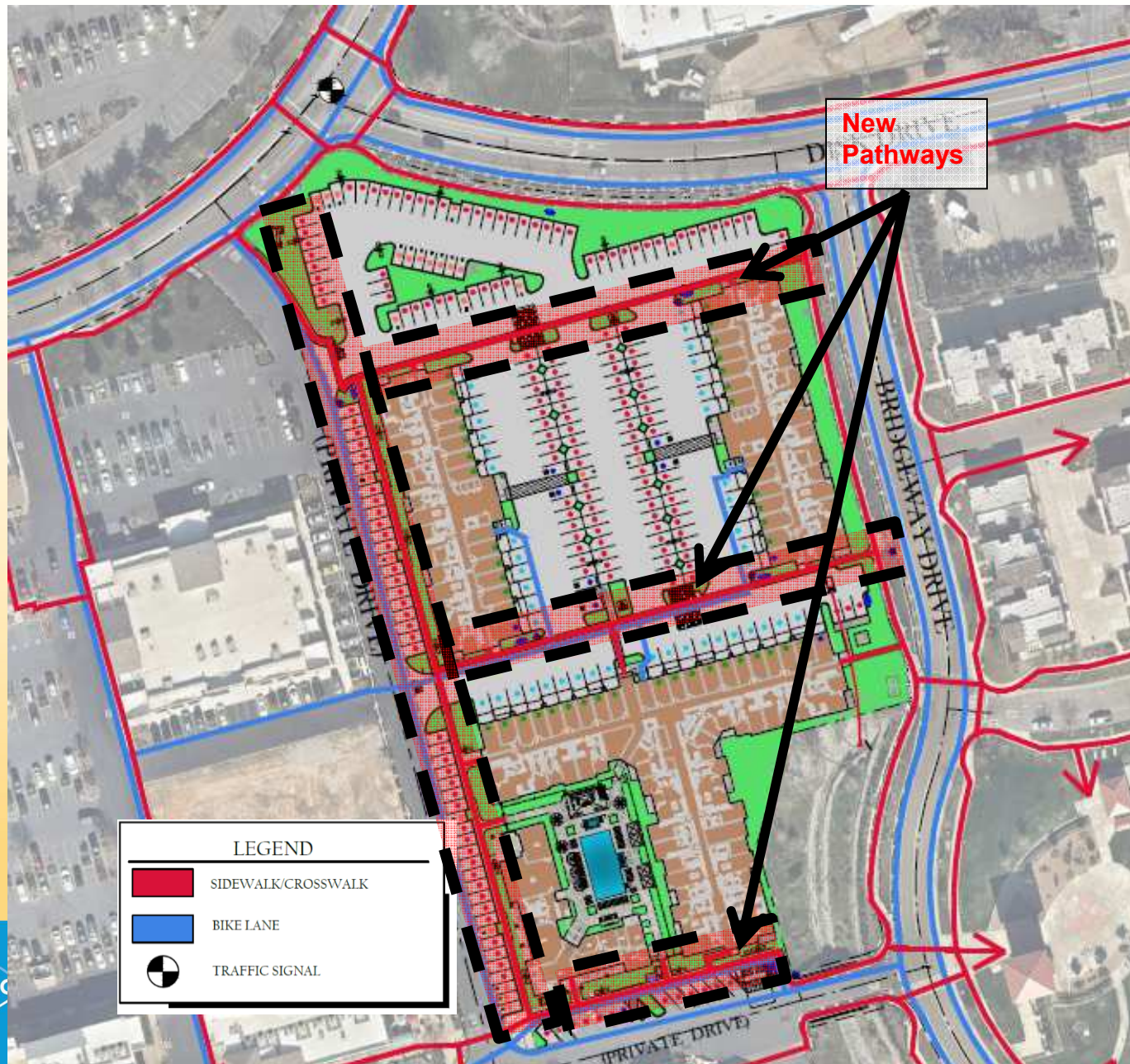


Height to Eave line :
24ft

Height to tower
feature peak: 36ft



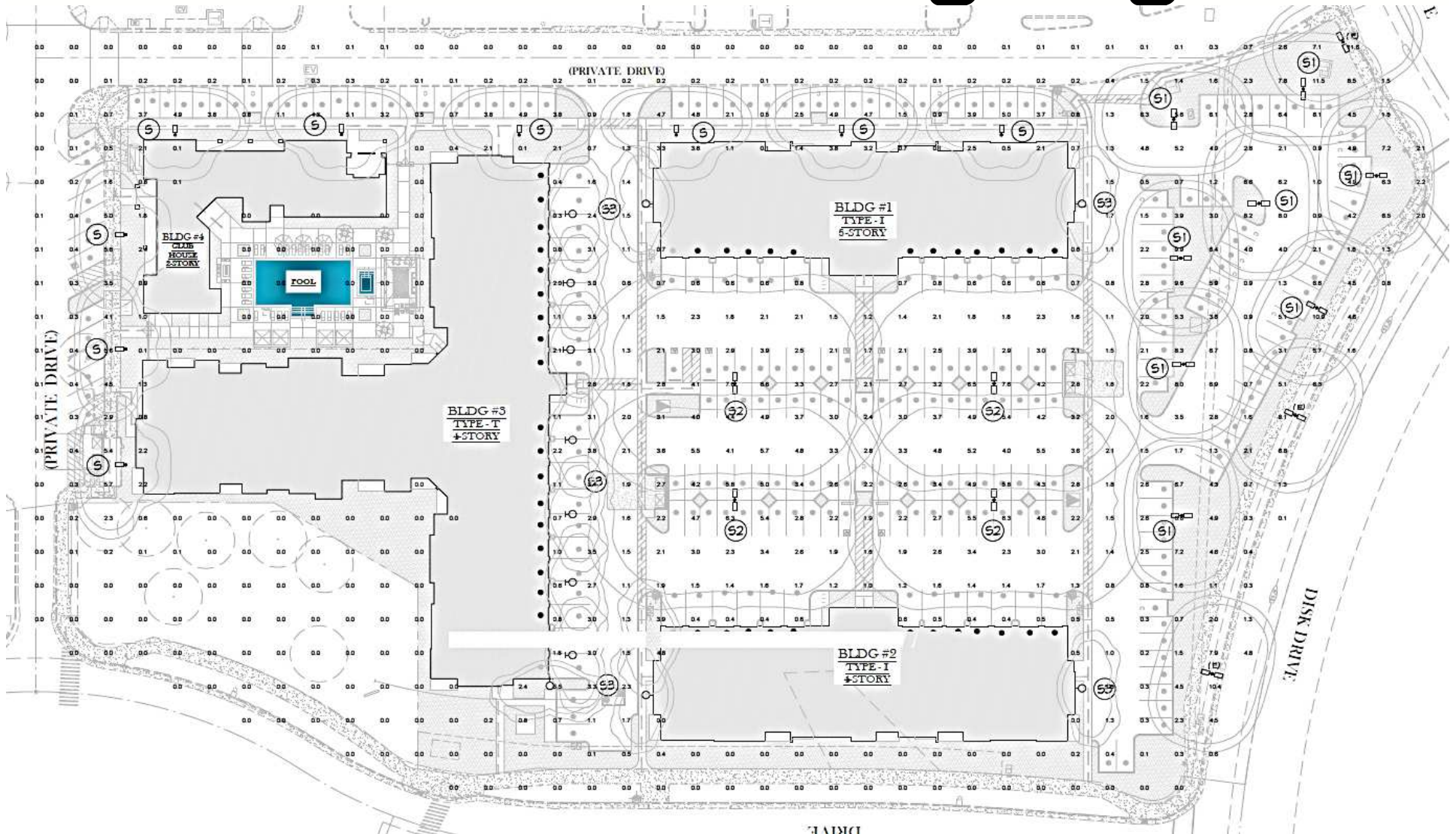
Bike and Pedestrian Plan



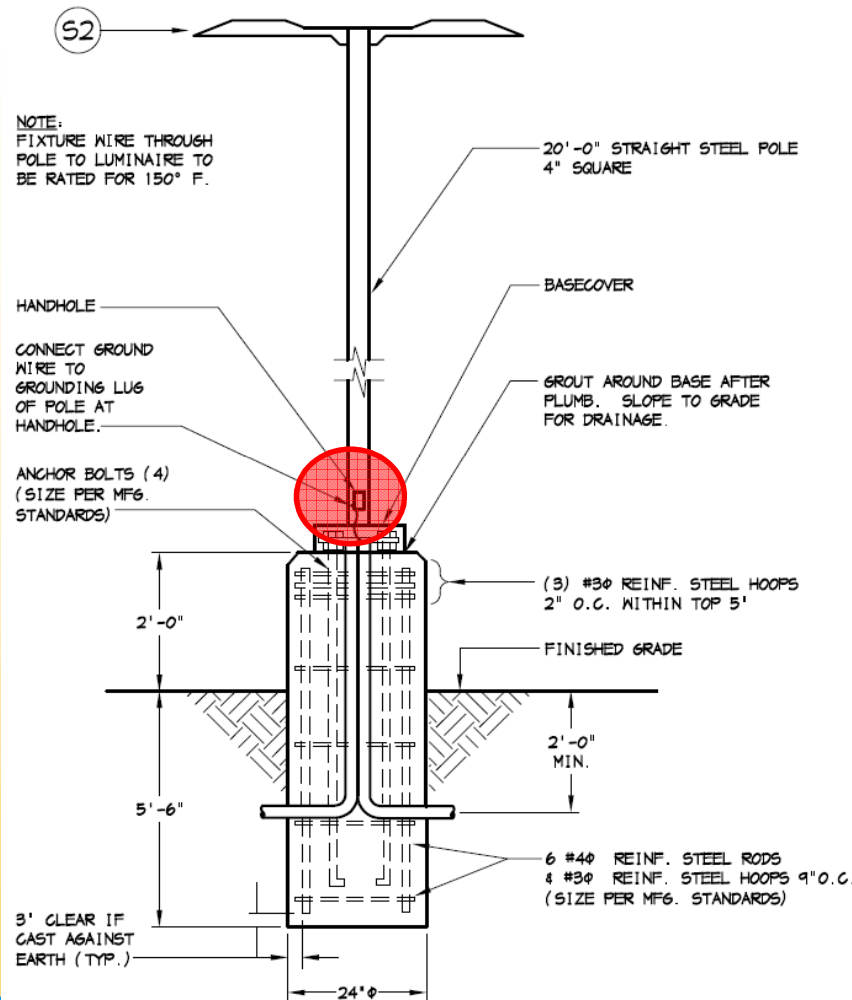
Revised Plans- Lighting

- The project include a photometric plan to indicate lighting measurements.
- The plan is consistent with all local standards and will require a building permit prior to construction.
- The staff report contains specifics about the lighting while the project has been conditioned to ensure the standards are followed.
- The lighting poles will be reduced in height by about 2 feet to comply with code. The current height is approximately 20 feet while the code requires 18 feet adjacent to residential uses.

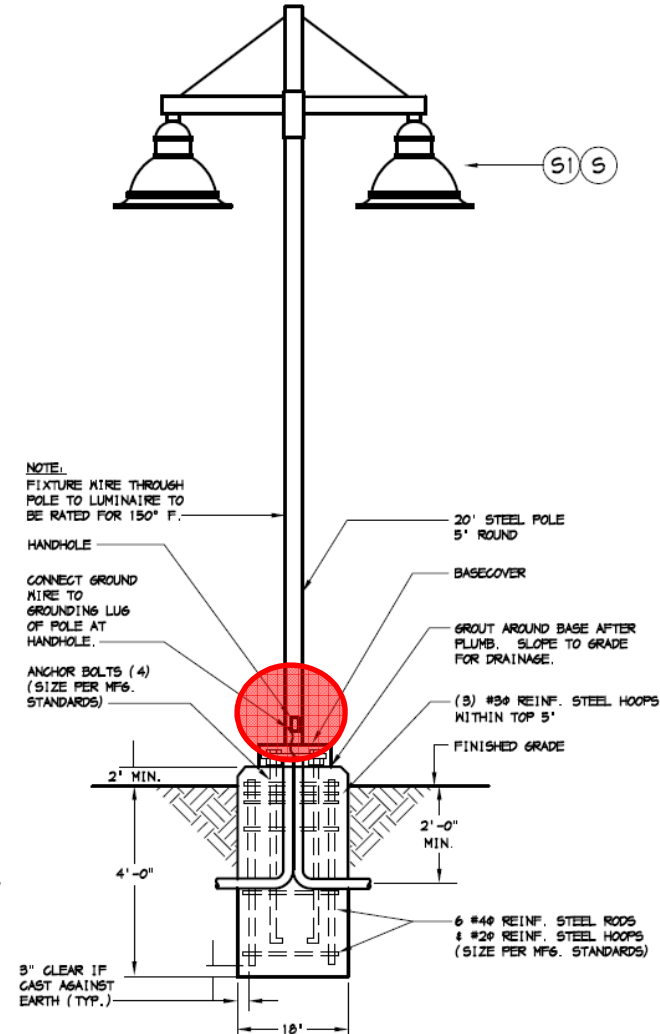
Revised Plans- Lighting



Revised Plans- Lighting



POLE MOUNTED FIXTURE DETAIL



POLE MOUNTED FIXTURE DETAIL

Revised Plans- Security

- The project has been conditioned to include parking permits/stickers to designate all residential parking.
- A onsite management will be onsite 24 hour everyday to ensure onsite security and upkeep.
- While the community will not be gated, it will contain security lighting for all pathways, trash receptacles, and bike parking.

Revised Plans- Economics

To demonstrate the need for the proposed project, the applicant prepared a market analysis. Provided below are some of the key items.

- The applicant states the City of Rancho Cordova's has a low vacancy rate which indicates the need for additional housing options due to the demand of housing.
- Given Rancho Cordova's moderate- to above moderate income levels for the existing job market, the City currently has a gap between existing apartment options and single family housing options (buy or rent) for that unmet need.
- This project is aimed at millennials and seniors looking to downsize as the applicant's team anticipates that many of the millennials will work and shop in the area and that the relocation could encourage future home ownership in the area.

Environmental

- City Staff prepared a addendum to the previously adopted Capital Village Mitigated Negative Declaration.
- The draft addendum includes an updated traffic study and air quality emissions analysis that quantifies traffic and air quality related impacts.
- The proposed project will be consistent with the current standards and would be subject to the existing Capital Village mitigation measures.
- The addendum concluded that all environmental impacts will be equal or less than previously identified in the Capital Village Mitigated Negative Declaration.

Recommendations

- **Based on the findings, staff recommends the City Council take one of the following actions:**
- If Council finds that this project is generally consistent with the vision and criteria for this site within the Special Planning Area and desires to approve it:
 - Approve Resolution 146-2015 Approving an Addendum to the Capital Village Mitigated Negative Declaration, Pursuant to Requirements of the California Environmental Quality Act;
 - Introduce and waive first reading of Ordinance No. 16-2015, Adopting Amendments to Section 3.6, Regarding the Loft District, of the Capital Village Special Planning Area Handbook to Allow for High Density Residential as an Allowed Use;
 - Introduce and waive first reading of Ordinance No. 17-2015 Adopting a Second Amendment to the Development Agreement for the Capital Village Special Planning Area; and
 - Approve Resolution No. 147-2015 Approving Major Design Review and Conditions of Approval for the 199-unit, 4- to 5-Story Market Rate Apartment Complex With a 7,080-Square Foot Clubhouse and Outdoor Pool, Including a Parking Adjustment, on 5.12 acres within the Capital Village Special Planning Area; OR
- If significant changes are required for City Council approval, direct staff and the applicant on how the City Council would like to improve the project for final decision and continue the item to a future meeting; OR
- If Council finds that the proposed project is not consistent with the “live-work” vision and criteria for this site within the adopted Special Planning Area, it may recommend denial of the project.

Conclusion

- This concludes staff's presentation and we are prepared to answer any questions from the Council or Public.
- The applicant would also like to make a brief presentation and will be also available for comment.

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner



**SUBJECT: MATHER VETERANS VILLAGE PHASE 3 MAJOR DESIGN REVIEW PERMIT;
PROJECT NO. DD9622 – LOCATED AT 3607 BLECKLEY STREET.**

PROPERTY OWNERS: Sacramento County 700 H Street, Suite 6750 Sacramento, CA 95814	APPLICANT/DEVELOPER: Mercy Housing 3120 Freeboard Drive, Suite 202 West Sacramento, CA 95691
--	--

PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant proposes to construct a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex that was approved in 2013. Phase 3 construction will include 20 additional parking spaces, landscaping, and other onsite improvements. This would be the third and final phase of the Mather Veterans Village housing project. Prior Phases 1 and 2 are currently under construction. DD9622 3607 Bleckley Street 067-1040-002-0000 Matthew Diaz, Associate Planner
---	--

RECOMMENDATION

Adopt Resolution No. 144-2015.

RESULT OF RECOMMENDED ACTION

Approval of Resolution No.144-2015 would allow construction of a new three story 50-unit housing project to complete the final phase of the three phases of Mather Veterans Village housing complex that was approved in 2013. Phase 3 construction will include 20 additional parking spaces, landscaping, and other onsite improvements. This would be the third and final phase of the Mather Veterans Village housing project. Prior approved Phase 1 is currently under construction with Phase 2 currently pursuing the necessary remaining funding.

BACKGROUND

The Mather Air Force Base was decommissioned in 1993, resulting in a surplus of undeveloped and underutilized land partially located within the boundaries of what would become the City of Rancho Cordova. The County of Sacramento, in partnership with the Sacramento Housing and Redevelopment Agency (SHRA) formed the Mather Redevelopment Area that set development

guidelines and zoning for the former military site. A significant portion of the under-utilized land, including the acreage identified as the site for the proposed Mather Veterans Village, was identified for residential use.

Mather Veterans Village is a planned transitional and permanent supportive housing development that would serve disabled and homeless veterans. The multi-phase project would ultimately consist of approximately 100 units of permanent supportive housing (in two 50-unit phases) and up to 60 transitional beds in another phase. The development would consist of a service-rich living environment provided in a community setting that includes common areas, a group dining area, classrooms and case work offices. The site would also provide for indoor and outdoor recreation and gardening areas.

In 2010 Sacramento County and the SHRA released a Request for Proposals for the development of the Mather Veterans Village housing and support services project for the proposed site at what was 3611 Bleckley Street. Mercy Housing was selected as the developer for the project from the RFP process. In 2012 the City, in partnership with Mercy Housing and the County of Sacramento identified a 3.65 acre site (**see Figure 1**) as the development site for the Mather Veterans Village, which includes an existing 24,093 square feet Officer's quarters building. Mercy Housing and the City engaged the architectural firm Mogavero Notestine Associates to prepare a design package for a multi-phase veterans housing and supportive services project. The project development team consists of Mercy Housing and Veterans Resource Center of America (VRCA) who provides services for homeless and veterans with disabilities and manages transitional housing facilities across the state. The Mather Veterans Village is co-sponsored by the City of Rancho Cordova, County of Sacramento, and the Mather VA Hospital.

On June 11, 2013 the City received site control of the property from the County in the form of a 99 year lease, and ownership of the existing infirmary building (purchased for \$1.00). Funding and subsidies for the multiple stages of Mather Veterans Village would come from multiple sources. The first two phases of the Mather Veterans Village project were prepared for design review to support a March 2014 tax credit application for Phase 1 construction financing, and a winter of 2013 application for Veterans Affairs Supportive Housing (VASH) vouchers from SHRA, as allocated from the Federal department of Housing and Urban Development (HUD). In 2013 the Rancho Cordova City Council approved a Special Planning Amendment to allow supportive housing and a conditional use permit for the entire Mather Veterans Village project (Phase 1-3). A design review was also included for Phase 1 and Phase 2 construction which included:

Phase 1 consists of a new 50-unit supportive housing project plus the conversion/rehabilitation of the ground floor of the northwesterly wing of the old infirmary building.

Phase 2 of the development of Mather Veterans Village is the conversion of the Old Officer's Quarters Building with 60 transition beds and ancillary facilities. Part of that existing structure would provide for the "common area" and "administrative" spaces of the phase I development.

While Phase 1 is currently under construction and Phase 2 is about to begin reconstruction, on November 6, 2015 the applicant (Mercy Housing) submitted an application for a Design Review Permit to construct the third and final stage of the Mather Veterans Housing Project. This

submittal was discussed at the City Development Service Team (DST) meeting on November 17, 2015 and has been reviewed by all applicable departments and outside agencies.

Figure 1: Project Site (Existing Conditions)

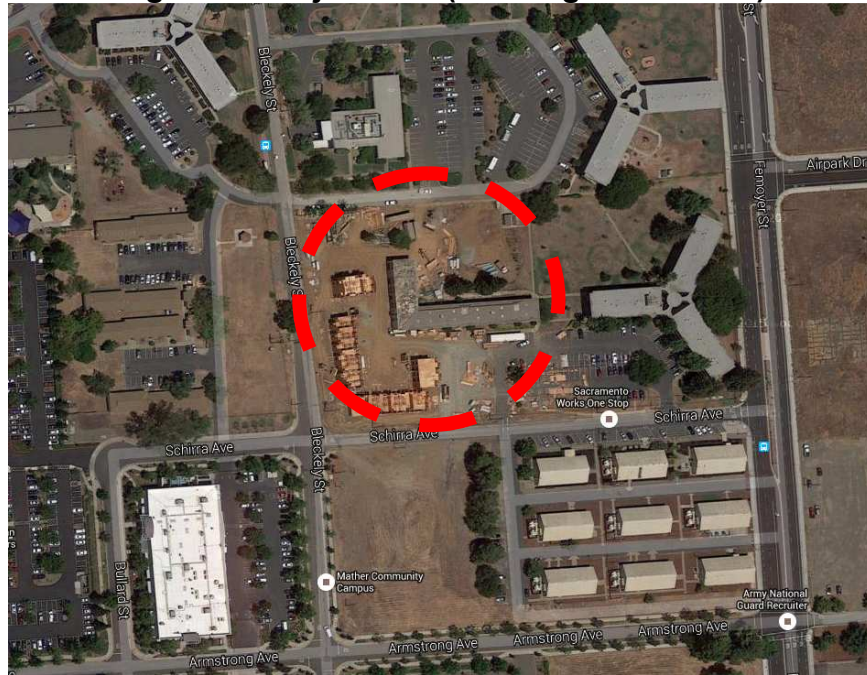
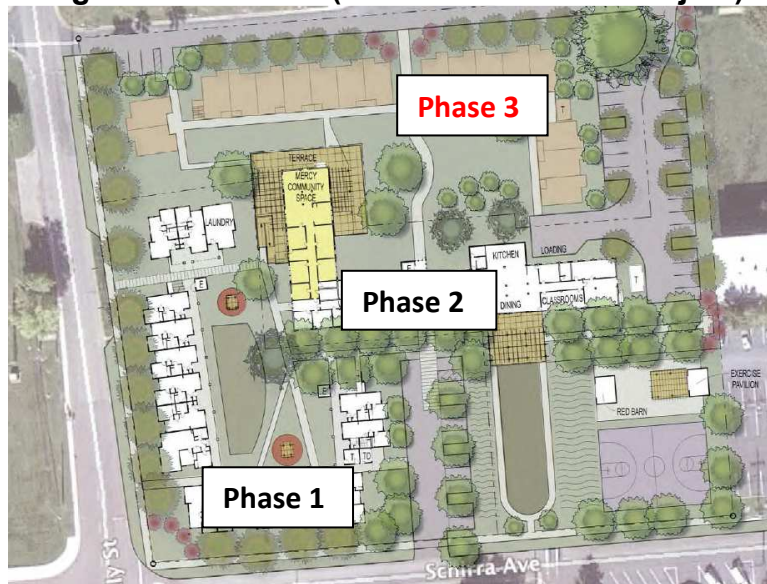


Figure 2: Site Plan (Phase 3 is current Project)



REQUIRED PERMITS AND REGULATORY BASIS

Major Design Review (Section 23.141) is required to ensure compatibility and implementation of development standards. As part of the design review process, the site design was reviewed for consistency with landscape and parking standards and the proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the existing buildings on the project site. This is discussed further in the Zoning analysis section below.

Permits Required after Approval:

- Improvement Plans
- Building Permit

ANALYSIS

General Plan:

The project's General Plan land use designation is OMU (Office Mixed-Use) which encourages the integration of commercial and/or residential use in conjunction with office use adjacent to hospitals and other public/quasi-public uses. In 2013 the entire Mather Veterans Village housing project (Phase 1-3) was determined to be consistent with the OMU General Plan designation Phase 3 will be the third and final stage of that project. The overall housing project will provide additional housing options for veterans in the region and will put the appropriate supportive housing in close proximity to other employment and veteran services in the Mather Area.

Zoning Code:

The Mather Area Special Planning Area (MASPA) is the regulatory document that guides development of the proposed project site. On June 3, 2013 the MASPA was amended to include both transitional and permanent supportive housing as allowable by right in the zone where the project site is located. The project is consistent with the zoning and the long-term plans for the Mather Area. The supporting evidence is provided in the resolution for approving both the Design Review.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
3607 Bleckley Street	Phase 1 is currently under construction and Phase 2 is about to begin rehabilitation. Phase 3 is currently vacant.	OMU (Office Mixed Use)	Human Service Sub-Area (Mather Field Area Special Planning Area)
North	Housing Services and Offices	OMU	Human Service Sub-Area (Mather Field Area Special Planning Area)
East	Housing Services, Offices, and vacant land.	OMU	Human Service Sub-Area (Mather Field Area Special Planning Area)
South	Housing Services and Offices	OMU	Human Service Sub-Area (Mather Area Special Planning Area)
West	Offices	OMU	Human Service Sub-Area (Mather Field Area Special Planning Area)

Table 2: Development Standards

Subject	Permitted/Required	Proposed
Uses	High Density Housing- Transitional and Supportive permitted with Ordinance 14-2013	High density housing for veterans
Setbacks	• Front - 25 ft. minimum • Interior side - 6 ft. • Rear - 25 ft. minimum	• Front - 25 ft. minimum • Interior side - 6 ft. • Rear - 25 ft. minimum
Height	40 ft. Max with exception up to 150 ft.	38 ft. (roofline)
Parking	20 additional Spaces	16 required per Mather Special Planning Area and Sacramento County Zoning Code

Design:

All new construction must adhere to the Mather Field Special Planning Area (MFSPA) guidelines to ensure all improvements and additions will be attractive while integrating into the surrounding environment. When the MFSPA is silent on a particular aesthetic requirement, a combination of the Sacramento County Zoning Code and City's Design Guidelines are used as a reference to ensure maximum compatibility with all applicable standards.

Site Plan and Landscaping:

Consistent with the approved Phase 1 building, the new Phase 3 building will be oriented to face Bleckely Street and the private drive aisle to the north. The 20 additional parking spaces will be located along the private drive aisle side and landscaping will surround the building on all four sides. A new outdoor recreation area has been added that will include trellis, a community garden, mail boxes, and turf area with outdoor seating. The building has been designed with pedestrian pathways that connect the public right-of-ways to the main buildings and shared outdoor areas between the structures. Due to the time constraints of bringing this design review to City Council in order to fulfill the project's financial obligations, details on these pathways and outdoor areas were not included with this permit. To ensure this pedestrian integration and an aesthetically pleasing outdoor area, condition #17 was included to ensure the proper level of internal circulation and safety for pedestrians (**Exhibit B**).

Figure 3: Phase 3 Outdoor Gathering Area

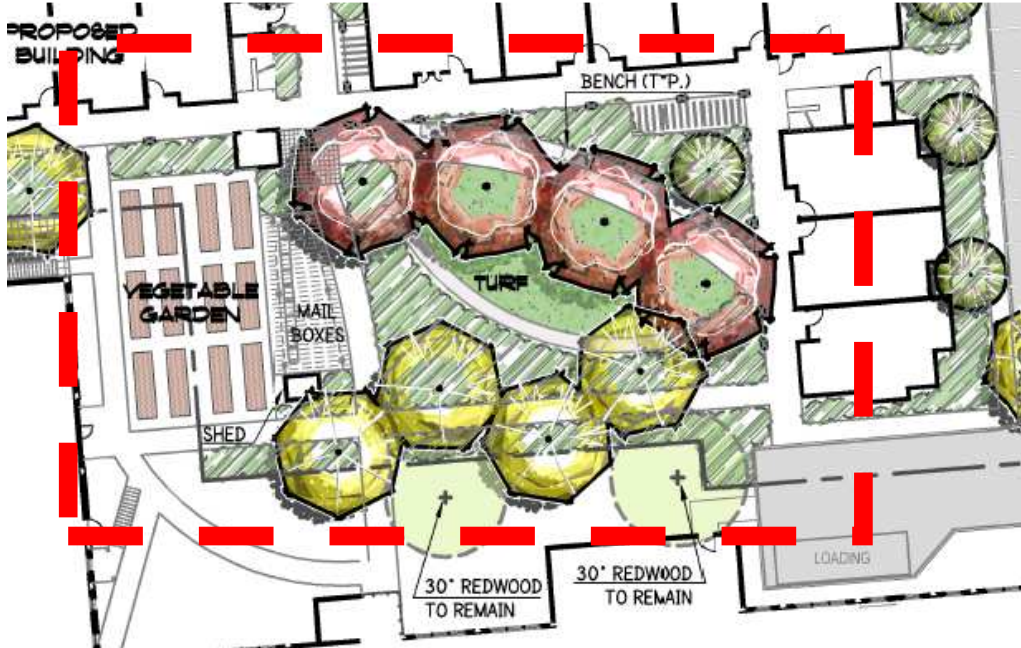


Figure 4: Preliminary Landscape Plan



The landscaping includes a mix of 15-gallon October Glory/Red Maple, Amur Maple, Desert Museum/Palo Verde, Chinese Pistache, Valley Oak, and Interior Live Oak along with turf, groundcover and shrubs. A combination of trees and shrubs will be used along the building facades and pedestrian areas to help break up the wall's massing as a final landscaping plan will be required. This proposed landscaping plan is consistent with the plant materials and details in Phase 1 and 2.

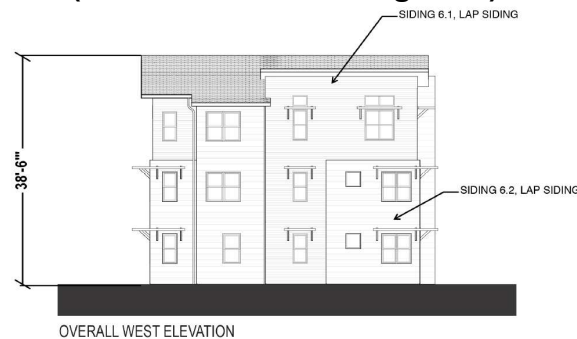
Architecture:

Phase 3 construction will include a new three-story 50-unit apartment building served by two elevators and exterior walkways and bridges. The design of the project is intended to bring a more residential atmosphere to the existing institutional style of buildings currently on and adjacent to the project site. The new construction will be situated around the western and northern edges of the property, to create a complete the community courtyard envisioned in Phase 1-2 design review approved in 2013. The one and two bedroom units would open towards the courtyard and be connected by a wide balcony style walkway with elevator access at the west and center of the building. The building would consist of four apartment blocks that are connected by bridges across pathways that open from the street-side to the courtyard. There would be 44 single bedroom apartments and 6 two bedroom apartments. The units would incorporate universal design to facilitate disabled tenants with minimal remodeling.

**Figure 5: Phase 3 Building from Private Drive Aisle
(North Elevation facing South)**



**Figure 6: Phase 3 Building from Bleckely Street
(West Elevation facing East)**



**Figure 7: Phase 3 Rendering from Private Drive Aisle
(North Elevation facing South)**



**Figure 8: Phase 1 Elevations
(Phase 1 and Phase 3 color and materials will be the same)**



The façade will use a combination of materials fiber cement horizontal lap siding with fiber cement panel accent and color to break up the façade's design. This design is consistent with the Mather Field Special Planning Area (MFSPA) Design Guidelines to create a more unique and diverse building elevation. The building's roofline is consistent with MFSPA regulations at 38-feet while the varying façade projections help to break up the massing of the building. A variety of warm green, white and cedar stained fiber cement finish and cool (metallic grey) colors have been used to further break up the façade massing while making the building aesthetically pleasing for passing motorists. The unit entrances will not face the main streets, but will be oriented to the outdoor gathering areas at the central courtyard. Additional windows have been added while landscaping has been added to break up the monotony. There are 2 large gateways that connect the parking area and the central courtyard. The project has been conditioned to use a similar design with similar color and materials that were used with the approved phase 1 building.

FISCAL ANALYSIS OF PROJECT

The developer and City have co-sponsored the project which relies on federal, state, and local funding for costs associated with the land acquisition and construction. While the City does not anticipate this project to have a positive fiscal impact due to the cost in helping finance the project, the housing of low income veterans will fulfill an important housing need that will serve the entire region.

ENVIRONMENTAL

Construction for Phase 3 was anticipated as part of the 2013 approved Mather Veterans Village housing project, which included the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) review and approval. The 2013 design review only included Phase 1 and 2, as the conditions of approval required Phase 3 design review prior to construction. During construction of Phase 1, the Phase 3 site was utilized for outdoor storage of construction material, and where a fuel tank was discovered. A representative for the United States Air Force explained to City staff that this is their equipment and may have been used for diesel fuel storage to run a backup generator in the 1950's. The tank is not within any immediate construction zone nor is it located on any federal or state sites requiring remediation. Since the tank is currently in the process of assessment and removal, with no visible evidence of contamination onsite, the fuel tank will not constitute an immediate environmental impact. The project has been conditioned that the tank must be removed consistent with all state and local regulations prior to any ground disturbing activities. As a result, there are no foreseeable impacts and the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15332 (Infill). A description of the evidence for the exemption is found in the findings included in **Attachment 1**.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15332 and adopt Resolution No.144-2015 for the Major Design Review Permit for the Phase 3 of the Mather Veterans Village DD9622, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution No.144-2015, including Project Plans (**Exhibit A**) and subject to the Conditions of Approval (**Exhibit B**).
2. 500' Radius Map with Mailing Labels.
3. Previously Approved Ordinance 14-2013 Amending the Mather Field Special Planning Area allowed uses in the Campus District Subarea.
4. Resolution 75-2013, Approving the Conditional Use Permit for Phase 1-3 and the Design Review Permit for Phase 1-2.
5. Resolution No. 15-2014, Approving a Parcel Map for Phase 1-3.
6. Financial and Construction Deadlines for Phase 3 Completion.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 144-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE MATHER VETERANS VILLAGE PHASE 3
MAJOR DESIGN REVIEW - PROJECT NO. DD9622**

WHEREAS, in 2013 the City Council approved an amendment to the zoning code for the Mather Field Special Planning Area to allow both transitional and permanent supportive housing in the Mather Field Special Planning Area by Ordinance No. 14-2013; and

WHEREAS, Mercy Housing (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to approve a Conditional Use Permit and Design Review for 50 units of new permanent supportive housing and up to 60 transitional housing dormitory beds in a rehabilitated existing building, known as the Mather Veterans Village; and

WHEREAS, On July 15, 2013, the City Council approved the Mather Veterans Village per Resolution 75-2013. This approval included the environmental review for the entire project and the design review for Phase 1-2 construction; and

WHEREAS, on November 6, 2015 the applicant submitted plans for a Major Design Review Permit to construct a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex located at 3607 Bleckley Street (Assessor's Parcel Number: 067-1040-002-0000). This will be the third and final stage of the Mather Veterans Village project and will include 20 additional parking spaces, landscaping, and other onsite improvements.; and

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Phase 3 of the Mather Veterans Village Design Review Permit (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

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

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

Evidence: Phase 3 follows the applicable policies and designation provided in the General Plan and Mather Field Special Planning Area (MFSPA) guidelines. The MFSPA permits the housing use while a Major Design Review permit is

ATTACHMENT 1

required prior to construction. These uses are intended to fulfill a housing need for low income veterans consistent with the General Plan housing policies and MFSPA requirements.

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

Evidence: The proposed project will be constructed on a vacant parcel which is well within Rancho Cordova city limits. At 1.18 acres the project site does not exceed the maximum 5 acres and is surrounded by other “urban” uses such as high and medium density housing and office uses. The application includes minor improvements along the boundaries to accommodate the improved pedestrian pathways, but does not include improvements to the sites themselves.

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

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

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

Evidence: The proposed project location has adequate forms of transportation that will minimize the effects of any increased traffic in the area. There are existing roadways and onsite bike parking and sidewalks for individual transportation. The project will not have any effects on noise, air quality, or water quality in the surrounding area as the area was already reviewed as per the General Plan Environmental Impact Report that assumed build out consistent with the proposed plan.

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

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

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

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

Evidence: The General Plan designation and Mather Field Special Planning Area (MFSPA) designation for this property is Human Services, wherein Phase 3 construction is consistent with both the previous approved plan and the MFSPA standards. The proposed project has been designed to meet the applicable regulations of the Special Planning Area design guidelines, including setbacks, height regulations, and density for this site.

ATTACHMENT 1

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

Evidence: The Developer has provided a design package that clearly illustrates the composition and form of the new units. The new three story structure is treated with a veneer of stucco and siding with external balcony style hallways. The Applicant has submitted preliminary landscape plans with the Design Review package and a condition has been placed on the project that will require approval from the Community Development Director, in order to accommodate refinements to the site improvement plans, prior to building permits being issued.

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

Evidence: The architectural style of the new construction has a distinct residential feel that would help to introduce a more residential tone to the neighborhood. The color and material palettes are complementary to each other and include stucco, horizontal siding, and balcony railings and shade structures. The building wall mass of the new construction is offset to provide greater articulation to the vertical mass, along with changing roof sheds to break the monotony of a single ridge roof system.

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

Evidence: The units and site configuration have been designed to provide dedicated pedestrian walkways from the units to the public sidewalk. The on-site parking lot is appropriately configured to serve the units and reduce the conflict between vehicle and pedestrian movement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____ 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

 David Sander, Mayor

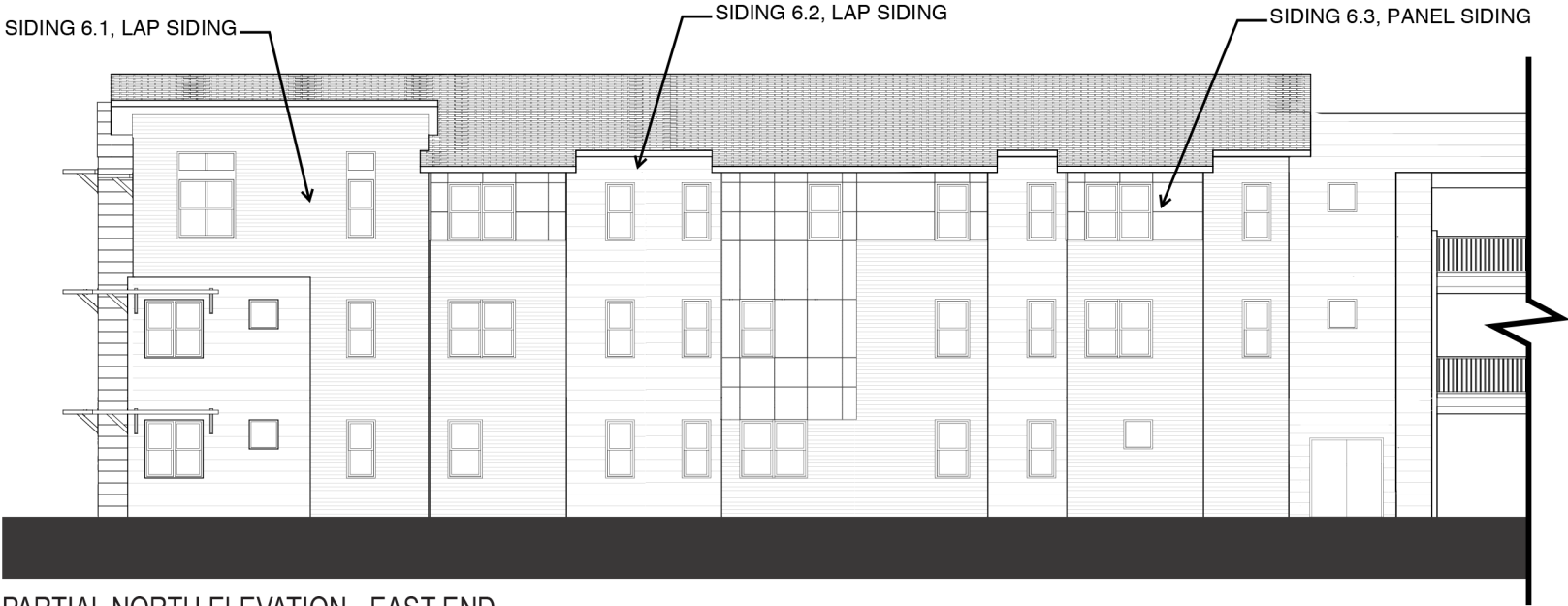
ATTEST:

 Mindy Cuppy, MMC, City Clerk

2557661.1



OVERALL NORTH ELEVATION (1/32" = 1'-0" SCALE)



PARTIAL NORTH ELEVATION - EAST END



OVERALL WEST ELEVATION



PARTIAL NORTH ELEVATION - WEST END



Siding 6.2, lap siding

siding 6.3, panel siding

siding 6.1, lap siding

PERSPECTIVE OF PHASE 1, PHASE 3 SIMILAR



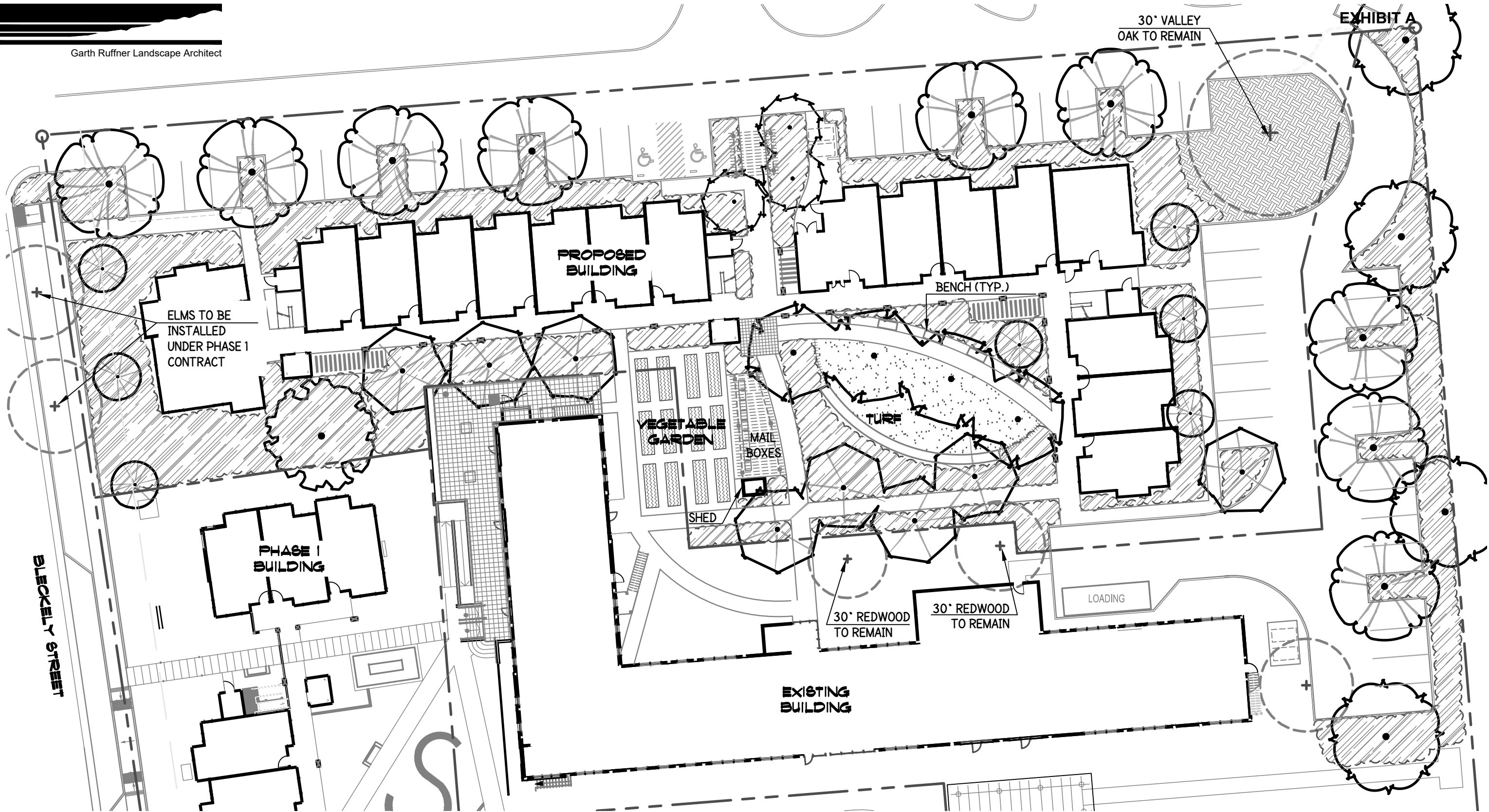


SEE SHEET LA-1 FOR PLANT LIST, LEGEND & NOTES.

MATHER VETERANS VILLAGE - PHASE 3

PRELIMINARY
LANDSCAPE PLAN
scale: 1"=30'-0"

LA-1



SEE SHEET LA-1 FOR PLANT LIST, LEGEND & NOTES.

PRELIMINARY
LANDSCAPE PLAN
scale: 1"=30'-0"

LA-1



MATHER VETERANS VILLAGE - PHASE 3

PARKING LOT
SHADE CALCULATIONS:

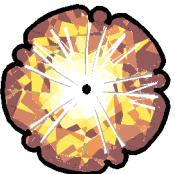
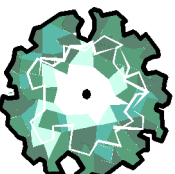
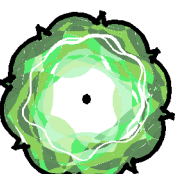
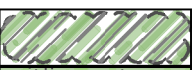
EXHIBIT A

TREE TYPE	AREA/ FULL		FULL	QUANTITY 3/4 1/2 1/4			SUBTOTAL	TOTAL
35' DIA. TREES								
PISTACHIA CHINENSIS	962	S.F.	8	1	0	0	8418 S.F.	
QUERCUS WISLIZENII	962	S.F.	0	0	3	1	1684 S.F.	
35' TOTAL:							10101	S.F.
PARKING AREA:							17853	S.F.
SHADE REQUIRED: 50 %							8926	S.F.
SHADE PROVIDED: 57 %							10101	S.F.

PLANT PALETTE

BOTANIC NAME/COMMON NAME	SIZE
APTENIA CORDIFOLIA 'RED APPLE'/APTENIA	1 GALLON
ASPARAGUS D. 'SPRENGERI'/SPRENGER ASPARAGUS	1 GALLON
AGAVE WEBERI/WEBER AGAVE	5 GALLON
BERGENIA CRASSIFOLIA/WINTER BERGENIA	4" POTS
BULBINE FRUTESCENS 'HALLMARK ORANGE'/CAPE BALSAM	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER
CHONDROPETALUM TECTORUM/DWF. CAPE RUSH	1 GALLON
COTINUS COGGYGRIA 'ROYAL PURPLE'/SMOKE TREE	15 GALLON
DELOSPERMA COOPERI/ICE PLANT	FLATS
DIANELLA TASMANICA 'VARIEGATA'/VARIEGATED FLAX LILY	5 GALLON
HESPERALOE PARVIFLORA/RED YUCCA	5 GALLON
JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON
LAGERSTROEMIA X. 'ZUNI'/DWF. PURPLE CRAPE MYRTLE	15 GALLON
MUHLENBERGIA CAPILLARIS/PURPLE MUHLY GRASS	1 GALLON
NASSELLA TENUISSIMA/MEXICAN FEATHER GRASS	1 GALLON
PHORMIUM TENAX 'ATROPURPUREUM'/PURPLE FLAX	5 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON
TEUCRIUM CHAMAEDRYS/DWARF GERMANDER	1 GALLON
YUCCA PALLIDA/PALE LEAF YUCCA	5 GALLON

TREE LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
	ACER RUBRUM 'OCTOBER GLORY'/RED MAPLE	15 GALLON	4
	ACER T. GINNALA/AMUR MAPLE	24" BOX	3
	PARKINSONIA X. 'DESERT MUSEUM'/PALO VERDE	15 GALLON	8
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON	9
	QUERCUS LOBATA/VALLEY OAK	15 GALLON	1
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON	4
	SOPHORA SECUNDIFLORA/MESCAL BEAN	24" BOX	7
	SHRUB & GROUNDCOVER AREA (SEE PLANT PALETTE AT LEFT)		
	SODDED TURF AREA		
	CHIPPED TREE TRIMMINGS TO 4" DEPTH UNDER EXISTING OAK		

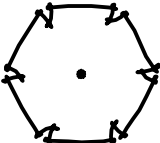
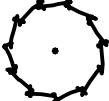
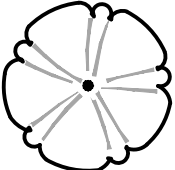
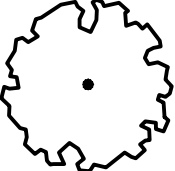
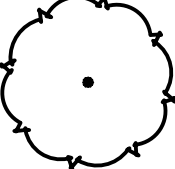
PARKING LOT
SHADE CALCULATIONS:

TREE TYPE		AREA/ FULL	QUANTITY				SUBTOTAL		TOTAL		
			FULL	3/4	1/2	1/4					
35' DIA. TREES											
PISTACHIA CHINENSIS		962 S.F.	8	1	0	0	8418 S.F.				
QUERCUS WISLIZENII		962 S.F.	0	0	3	1	1684 S.F.				
35' TOTAL:									10101	S.F.	
PARKING AREA:									17853	S.F.	
SHADE REQUIRED: 50 %									8926	S.F.	
SHADE PROVIDED: 57 %									10101	S.F.	

PLANT PALETTE

BOTANIC NAME/COMMON NAME	SIZE
APTENIA CORDIFOLIA 'RED APPLE'/APTENIA	1 GALLON
ASPARAGUS D. 'SPRENGER' /SPRENGER ASPARAGUS	1 GALLON
AGAVE WEBERI/WEBER AGAVE	5 GALLON
BERGENIA CRASSIFOLIA/WINTER BERGENIA	4" POTS
BULBINE FRUTESCENS 'HALLMARK ORANGE'/CAPE BALSAM	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER
CHONDROPETALUM TECTORUM/DWF. CAPE RUSH	1 GALLON
COTINUS COGGYGRIA 'ROYAL PURPLE'/SMOKE TREE	15 GALLON
DELOSPERMA COOPERI/ICE PLANT	FLATS
DIANELLA TASMANICA 'VARIEGATA'/VARIEGATED FLAX LILY	5 GALLON
HESPERALOE PARVIFLORA/RED YUCCA	5 GALLON
JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON
LAGERSTROEMIA X. 'ZUNI'/DWF. PURPLE CRAPE MYRTLE	15 GALLON
MUHLENBERGIA CAPILLARIS/PURPLE MUHLY GRASS	1 GALLON
NASSELLA TENUISSIMA/MEXICAN FEATHER GRASS	1 GALLON
PHORMIUM TENAX 'ATROPURPUREUM'/PURPLE FLAX	5 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON
TEUCRIUM CHAMAEDRYS/DWARF GERMANDER	1 GALLON
YUCCA PALLIDA/PALE LEAF YUCCA	5 GALLON

TREE LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
	ACER RUBRUM 'OCTOBER GLORY'/RED MAPLE	15 GALLON	4
	ACER T. GINNALA/AMUR MAPLE	24" BOX	3
	PARKINSONIA X. 'DESERT MUSEUM'/PALO VERDE	15 GALLON	8
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON	9
	QUERCUS LOBATA/VALLEY OAK	15 GALLON	1
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON	4
	SOPHORA SECUNDIFLORA/MESCAL BEAN	24" BOX	7
	SHRUB & GROUNDCOVER AREA (SEE PLANT PALETTE AT LEFT)		
	SODDED TURF AREA		
	CHIPPED TREE TRIMMINGS TO 4" DEPTH UNDER EXISTING OAK		



Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a Design Review Permit for a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex that was approved in 2013; APN 067-1040-002-0000, as described in the City Council staff report dated December 7, 2015 (Exhibit A) with the conditions herein, for project number DD9622.	Project Description	On-Going	Planning	
2.	This project shall also comply with the Mather Veterans Village Housing Project approved per Ordinance 14-2013 and Resolution 75-2013.	Approved Mather Veterans Village Project	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of	General	On-Going	Finance	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	your account with the City.				
6.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
7.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning	
8.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element and RCMC 6.68.	Construction	On-Going	Planning/ Building	
9.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	Prior to Issuance of Building Permits	Planning/ Building	
10.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Construction	On-Going	Planning/ Public Works	
11.	All projects are subject to Sacramento Metropolitan Air Quality Management District (SMAQMD) rules in effect at the time of construction. A complete listing of current rules is available at www.airquality.org or by calling 916.874.4800.	Construction/ Air Quality	On-Going/ During Construction	SMAQMD	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
At Improvement Plans/Grading Permit Issuance					
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Documentation	Prior to approval of improvement plans	Public Works	
13.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • Install 6 foot sidewalk to provide continuous pedestrian path on the entire Schirra Avenue property frontage. • Utility laterals. • Label all private and public utilities. Provide easements for public utilities. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All landscape strips that contain trees shall be installed with continuous root barriers. • All improvements to be designed and constructed to the satisfaction of the Public Works Department prior to final inspection of the first building permit.	Improvement Plan Submittal	Prior to issuance of building permit.	Public Works	
14.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works	
15.	Incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Stormwater	Prior to approval of improvement plans	Public Works	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
16.	The applicant shall work with the United States Air Force to remove the underground tank located at the southern boundary line of Phase 3. Proof that the removal of this tank was consistent with all state and local regulations must be submitted to the Planning Department prior to any ground disturbing activities of Phase 3 development (grading or construction).	Environmental	Prior to approval of improvement plans or issuance of Building Permits or whichever comes first.	Planning	
17.	The final design of the pedestrian connections between the main building as well as the outdoor gathering places shall be reviewed and approved by the Planning Department.	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
18.	A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
19.	Any vegetation damaged or destroyed by construction activities shall be replaced with like or comparable plant materials, and if damage occurs off-site, the replacement plants shall be approved by the property owner and the Planning Department, prior to occupancy approval in accordance with RCMC 23.716.080.	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
20.	Evidence of a dedicated 12.5-SMUD easement must be submitted prior to construction. If proof cannot be submitted, a new 12.5-foot	Utilities	At Improvement	SMUD	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	public utility easement must be dedicated for the appropriate underground facilities and appurtenances adjacent to all public street right of ways. Proof of SMUD's approval must be submitted prior to issuance of Improvement Plans.		Plans/ grading permit issuance		
Prior to Issuance of Building Permits					
21.	Bicycle Parking (short and long term) shall be installed in accordance with RCMC 23.719.115. All parking shall be located near main entrances and not impede onsite automobile and pedestrian access. The final design and location will be review and approved by the Planning Department.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
22.	The final color and material will be the same as the approved Phase 1 and 2 design review.	Architectural	Prior to Issuance of Building Permits	Planning	
23.	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.	Architectural	Prior to Issuance of Building Permits	Planning	
24.	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.	Architectural	Prior to Issuance of Building Permits	Planning	
25.	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure.	Architectural	Prior to Issuance of Building Permits	Planning	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.				
26.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Architectural	Prior to Issuance of Building Permits	Planning/ Building/ Public Works	
27.	All trash enclosures and refuse areas shall comply with zoning code and all service provider standards regarding amount, design, and access based upon the project's estimated need and waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view.	Architectural	Prior to Issuance of Building Permits	Planning/ Building	
Prior to Final inspection/Certificate of Occupancy					
28.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Compliance	Prior to Final Inspection/ Certificate of Occupancy	Public Works	
29.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public Works Department.	Documentation	Prior to Final Inspection/ Certificate of Occupancy	Public Works	
30.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the Director of the City Public Works Department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of	Landscaping	Prior to Final Inspection/ Certificate of Occupancy	Planning/Pu blic Works	

Conditions of Approval

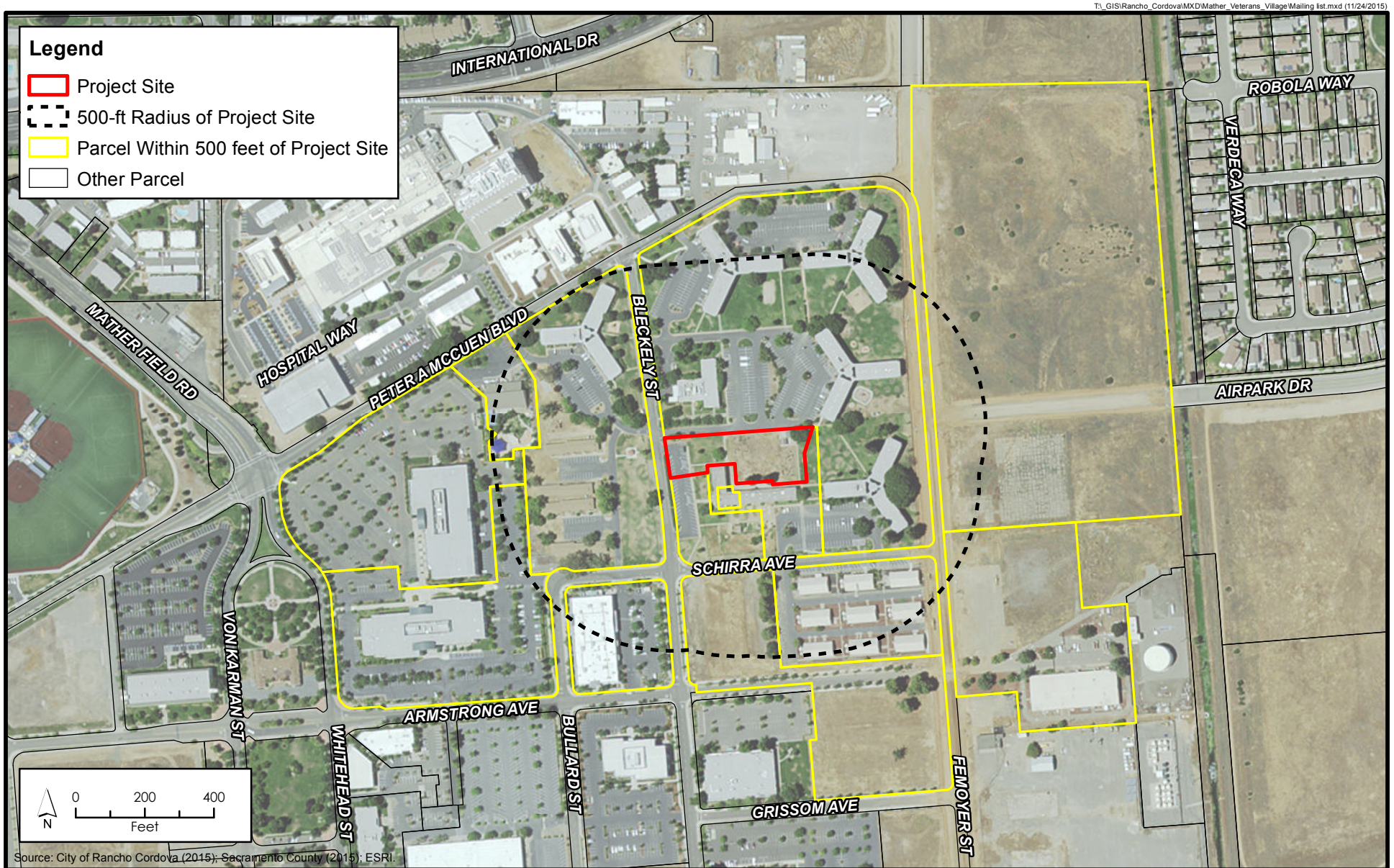
EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	compliance and site inspection from City staff, the landscaping performance bond will be released.				
31.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plans and/or final map.	Funding	Prior to Final Inspection/ Certificate of Occupancy	Planning	

General Information and Compliance Items:

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

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
6. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.



ATTACHMENT 2

06700100600000
SACRAMENTO MEDICAL FOUNDATION
10536 PETER A MCCUEN BLVD
MATHER, CA 95655

06700100470000
SACTO MEDICAL FOUNDATION
10536 PETER A MCCUEN BLVD
MATHER, CA 95655

06710100010000
SACTO METROPOLITAN FIRE DISTRICT
10545 ARMSTRONG AVE 200
MATHER, CA 95655

06710400010000
COUNTY OF SACRAMENTO (CITY OF
RANCHO CORDOVA)
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

06710400020000
COUNTY OF SACRAMENTO (CITY OF
RANCHO CORDOVA)
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

06710400070000
COUNTY OF SACRAMENTO (CITY OF
RANCHO CORDOVA)
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

06710400080000
COUNTY OF SACRAMENTO (CITY OF
RANCHO CORDOVA)
2729 PROSPECT PARK DR
RANCHO CORDOVA, CA 95670

06700101000000
COUNTY OF SACRAMENTO
3711 BRANCH CENTER RD
SACRAMENTO, CA 95827

06710400040000
COUNTY OF SACRAMENTO
700 H ST
SACRAMENTO, CA 95814

06710400050000
COUNTY OF SACRAMENTO
700 H ST
SACRAMENTO, CA 95814

06710400060000
COUNTY OF SACRAMENTO
700 H ST
SACRAMENTO, CA 95814

06700100880000
COUNTY OF SACRAMENTO
700 H ST 2450
SACRAMENTO, CA 95814

06700100930000
COUNTY OF SACRAMENTO
700 H ST 4650
SACRAMENTO, CA 95814

06700100630000
COUNTY OF SACRAMENTO
700 H ST 7650
SACRAMENTO, CA 95814

CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE ZONING CODE SECTION 23.1000.030 C6 REGARDING THE
MATHER FIELD SPECIAL PLANNING AREA.**

WHEREAS, the City of Rancho Cordova ("City") adopted Ordinance 27-2008, adopting updates to the Zoning Code for the City of Rancho Cordova, which included special purpose districts known as Special Planning Areas; and

WHEREAS, it is now the City's desire to amend the Zoning Code in order to further implement the goals and objectives of the General Plan by amending the allowed use section of the Campus District that the City adopted by reference from the County of Sacramento when it incorporated; and

WHEREAS, the proposed Zoning Code Amendment is needed to allow the development of a Veterans' Village complex within the Human Services Subarea of the Mather Field Special Planning Area (MFSPA); and

WHEREAS, this Ordinance is a minor amendment to the list of other allowed uses that are similar in nature and charter with the Human Services Subarea; and

WHEREAS, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

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

Section 1. Recitals. The foregoing recitals are true and correct and made a part of this Ordinance.

Section 2. Findings. The City Council hereby finds as follows:

A. **CEQA Compliance.** The City has determined that the project is exempt under the general exemption provisions within Section 15061 b(3) of the California Environmental Quality Act, in that the inclusion of the term "permanent supportive housing" will not have a significant effect on the environment.

B. **Zoning Code.** In order to approve the Zoning Code Amendment, Section 23.146.040 of the Zoning Code provides the following findings must be made:

1. ***Finding:** The proposed amendment is consistent with the General Plan. **Evidence:** The inclusion of the term "permanent supportive housing" is consistent with the goals of the Land Use Element Policies 2.3, 3.9 and 5.5 and Housing Elements Policies 1.2, 1.6 4.4 and 4.7 that promotes the production of housing for all socio-economic levels in the community. This amendment will promote the development of affordable housing and care for veterans with various disabilities in a project area within the Campus District, which was specifically targeted for similar types of use to house and care for the young, families and elderly, with or without disabilities.*

2. Finding: *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.* Evidence: The amendment will complement the list of other similar types of land uses permitted with the Human Service Subarea of the MFSPA. Due to the extended stay requirements of the veteran support housing, it is necessary to amend the qualified uses to provide for extended stay facilities. Any permanent support housing for disabled veterans will not impact the health, safety and or welfare of the community and would only serve to benefit the community by providing a valuable resource to support the disabled veterans.
3. Finding: *The proposed amendment has been reviewed in compliance with the provisions of CEQA.* Evidence: The terminology insertion into the permitted use section of the MFSPA was determined to have no potential to impact the environment and is therefore exempt under general rule Section 15061 b(3) of the California Environmental Quality Act

Section 3. Amendments. The City Council hereby amends Title 23 of the Rancho Cordova Municipal Code, "Zoning Code," as follows:

A. Amend Title 23.1000.030 C6 entitled "Mather Field Special Planning Area" to insert the term "permanent supportive housing" into Section 603-14 (B)(1) to read as follows:

"(B) **The Campus District.** The boundaries of the Campus District are depicted in Section 603-20.4. The Campus District is intended to create a campus like environment with a variety of commercial, office, industrial-office, and institutional uses. Pedestrian accessibility among parcels is encouraged providing access to the Main Base District and the Cordova Sports Park.

1. The Human Service Subarea. The boundaries of the Human Service Subarea are identified in Section 603-20.4 and include the existing hospital site, Mather Community Campus and associated child care center.

Permitted uses in the Human Service Subarea are those uses permitted under the Public Facilities category of the Commercial Land Use Tables, Zoning Code Section 225-11, and subject to special conditions referenced in Section 225-14. In addition, the following uses are permitted: a hospital or clinic, a child care center, permanent supportive housing and a transitional housing facility."

Section 4. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. The 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 5. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 3rd day of June, 2013 by the following vote:

AYES: Budge, McGarvey, Skoglund, Terry.

NOES: None.

ABSENT: Sander.

ABSTAIN: None.



Linda Budge, Mayor

ATTEST:



Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 75-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITIONAL USE PERMIT AND DESIGN REVIEW FOR
THE MATHER VETERANS VILLAGE, PROJECT DD7915**

WHEREAS, Mercy Housing (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to approve a Conditional Use Permit and Design Review for 50 units of new permanent supportive housing and up to 60 transitional housing dormitory beds in a rehabilitated existing building, known as the Mather Veterans Village; and

WHEREAS, The City Council previously approved an amendment to the zoning code for the Mather Field Special Planning Area to allow both transitional and permanent supportive housing in the Mather Field Special Planning Area by Ordinance No. 14-2013; and

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

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

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

1. Determine the project assessment is adequate and complete according to the Guidelines of the California Environmental Quality Act.
 - a) *Finding: The project site has been analyzed in compliance with the California Environmental Quality Act. Evidence: The County of Sacramento adopted an Environmental Impact Report for the Mather Field Special Planning Area, prepared by EIP Associates in 1997, and issues of aesthetics of the development for the project site were adequately addressed within the document. The project has further been determined to be categorically exempt, according to Section 15332 and the project will not create any significant adverse impact on the environment, per the following findings:*
 - A. *Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. Evidence: The project is within the Campus District, Human Services subarea of the Mather Field Special Planning Area. The proposed use is consistent with the allowed land uses in that area and will complement the VA Hospital and its satellite services.*
 - B. *Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. Evidence: The project is in an established subarea of a Special Planning Area that has existing developments surrounding the proposed site. The project area has been developed over the years by the military and privately, after the Air Force vacated the site and relinquished the land to the County of Sacramento.*

- C. *Finding: The project site has no value as habitat for endangered, rare or threatened species. Evidence: The project site has been historically developed and any valued habitat prior to that date has since been removed or destroyed.*
- D. *Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Evidence: The new use will not generate new significant levels of traffic or noise impacts to the immediate area. The new project will improve the existing conditions related to on-site drainage and water quality by the new improvement measures required by the current codes.*
- E. *Finding: The site can be adequately served by all required utilities and public services. Evidence: The site can be served by all required utilities that are currently in the area. Sewer, gas, electric service and drainage are all present on site or stubbed to the property. The City of Rancho Cordova will provide Police emergency services and Metropolitan Fire District will provide fire protection services.*
2. Approve the Major Design Review, subject to the Project Plans (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.050:
- a) *Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines. Evidence: The General Plan designation and Mather Field Special Planning Area designation for this property is Human Services, wherein high density multi-family residential units are consistent with both designations, with the approval of a Conditional Use Permit. The proposed project has been designed to meet the applicable regulations of the Special Planning Area design guidelines, including setbacks, height regulations, and density for this site.*
- b) *Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community. Evidence: The Developer has provided a design package that clearly illustrates the composition and form of the new units as well as the floor plan and elevations for the rehabilitated infirmary building (**Exhibit A**). The new three story structure is treated with a veneer of stucco and siding with external balcony style hallways. The infirmary rehab would feature stucco exterior, solar panels, shade structures, and new entrances. The Applicant has submitted preliminary landscape plans with the Design Review package (see **Exhibit A**). A condition has been placed on the project that will require approval from the Planning Director, in order to accommodate refinements to the site improvement plans, prior to building permits are issued.*
- c) *Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties. Evidence: The architectural style of the new construction has a distinct residential feel that would help to introduce a more residential tone to the neighborhood. The design of the rehabilitated existing building is intended to counter the institutional design of the building while capturing the cost savings of re-*

using an existing structure. The color and material palettes are complementary to each other and include stucco, horizontal siding, and balcony railings and shade structures. The building wall mass of the new construction is offset to provide greater articulation to the vertical mass, along with changing roof sheds to break the monotony of a single ridge roof system.

- d) Finding: *The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.* Evidence: The units and site configuration have been designed to provide dedicated pedestrian walkways from the units to the public sidewalk. The on-site parking lot is appropriately configured to serve the units and reduce the conflict between vehicle and pedestrian movement.
3. Approve the Conditional Use Permit, subject to the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.134.030;
- a) Finding: *The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.* Evidence: The site size, dimensions, location, topography, and access of the site are adequate for the proposed use and the new development will not have a negative effect on the surrounding area. This finding has been met.
- b) Finding: *Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards or other reasonable conditions of approval.* Evidence: Any negative impacts of the proposed permanent supportive and transitional housing have been reduced to a less than significant level by the placement of the facilities, landscaping to screen views by sensitive users and through the application of Code standards and the attached Conditions of Approval. This finding has been met.
- c) Finding: *All required public facilities have adequate capacity to serve the proposal.* Evidence: All required public facilities have adequate capacity to serve the Project. Currently, all public facilities are adequately serving the existing site. This finding has been met.
- d) Finding: *The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.* Evidence: The project is consistent with all the requirements of the Zoning Code Section 23.913.030 E that specifically addresses the development of permanent supportive and transitional housing. The conditions of approval will provide additional assurance that the new use will not negatively impact the area. This finding has been met.
- e) Finding: *If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the Zoning Code.* Evidence: There will be no nonconforming elements of this Project as identified in paragraph D above. This finding has been met.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of July, 2013 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Linda Budge, Mayor

ATTEST:



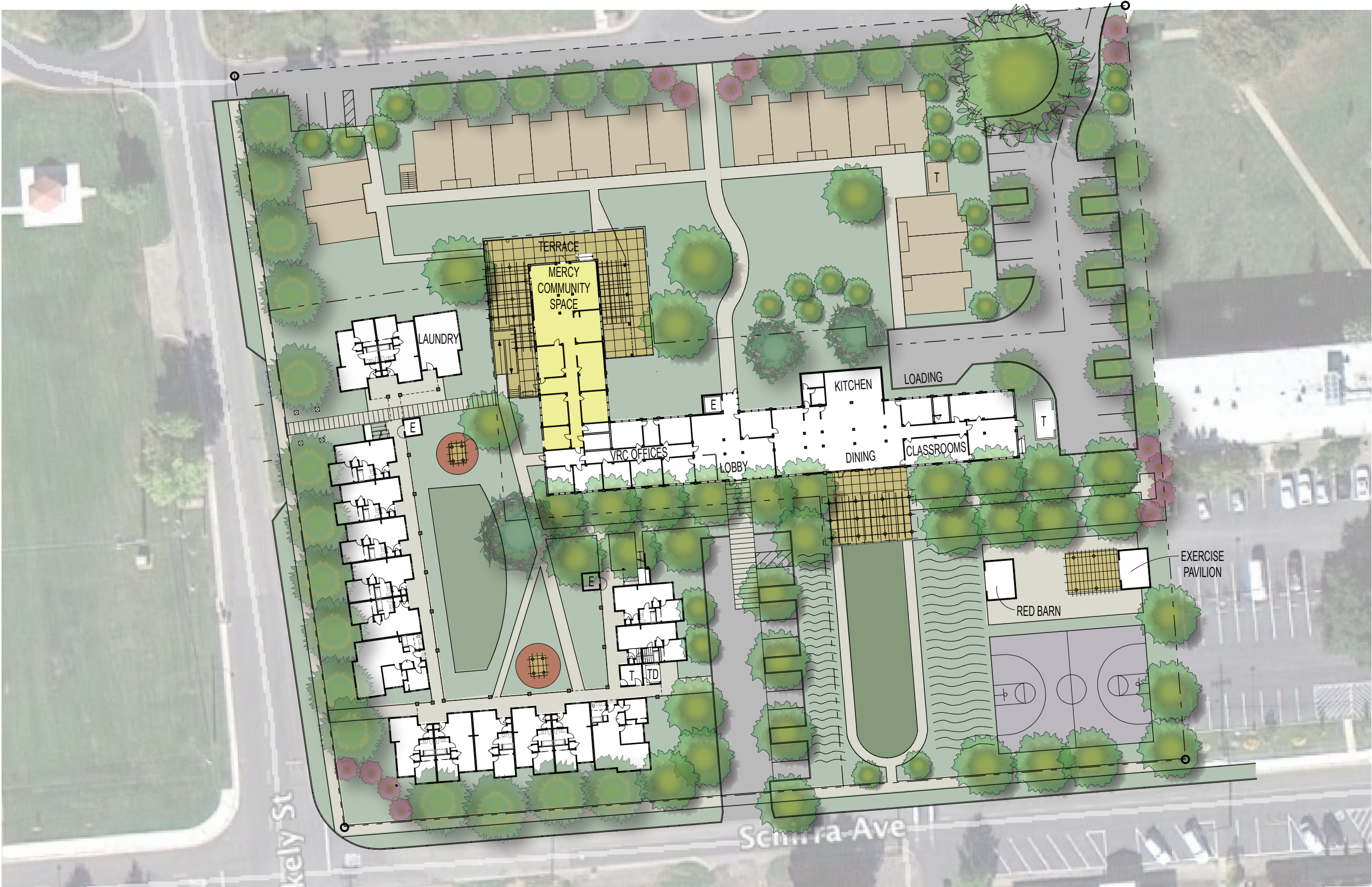
Mindy Cuppy, CMC, City Clerk



MATHER VETERANS VILLAGE

RANCHO CORDOVA, CALIFORNIA

"As we express our gratitude, we must never forget that the highest appreciation is not to utter words, but to live by them."
- John Fitzgerald Kennedy





NEW CONSTRUCTION: SOUTH ELEVATION

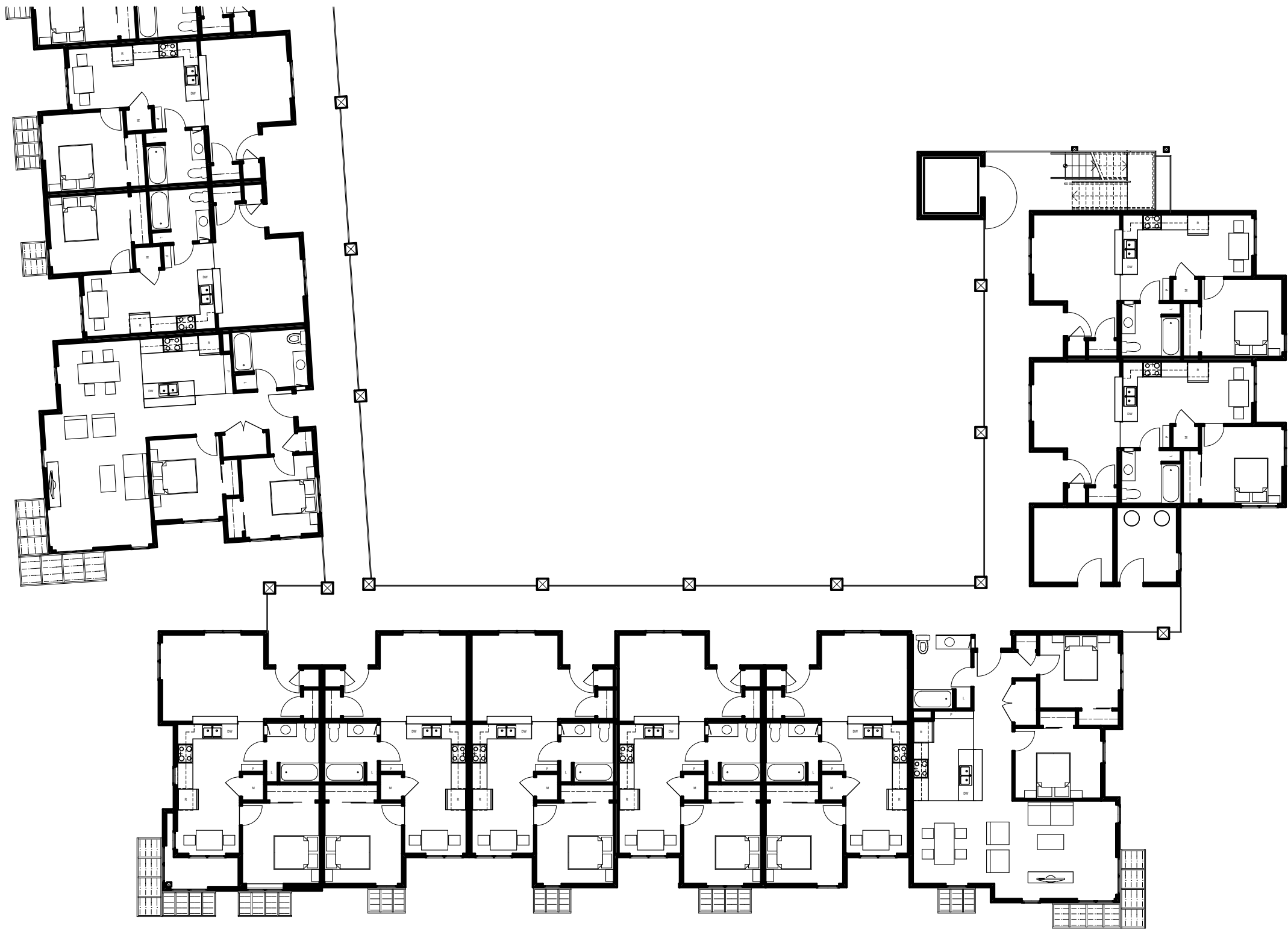


NEW CONSTRUCTION: EAST ELEVATION

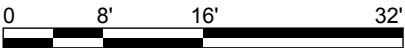
AGENDA ITEM 15.3



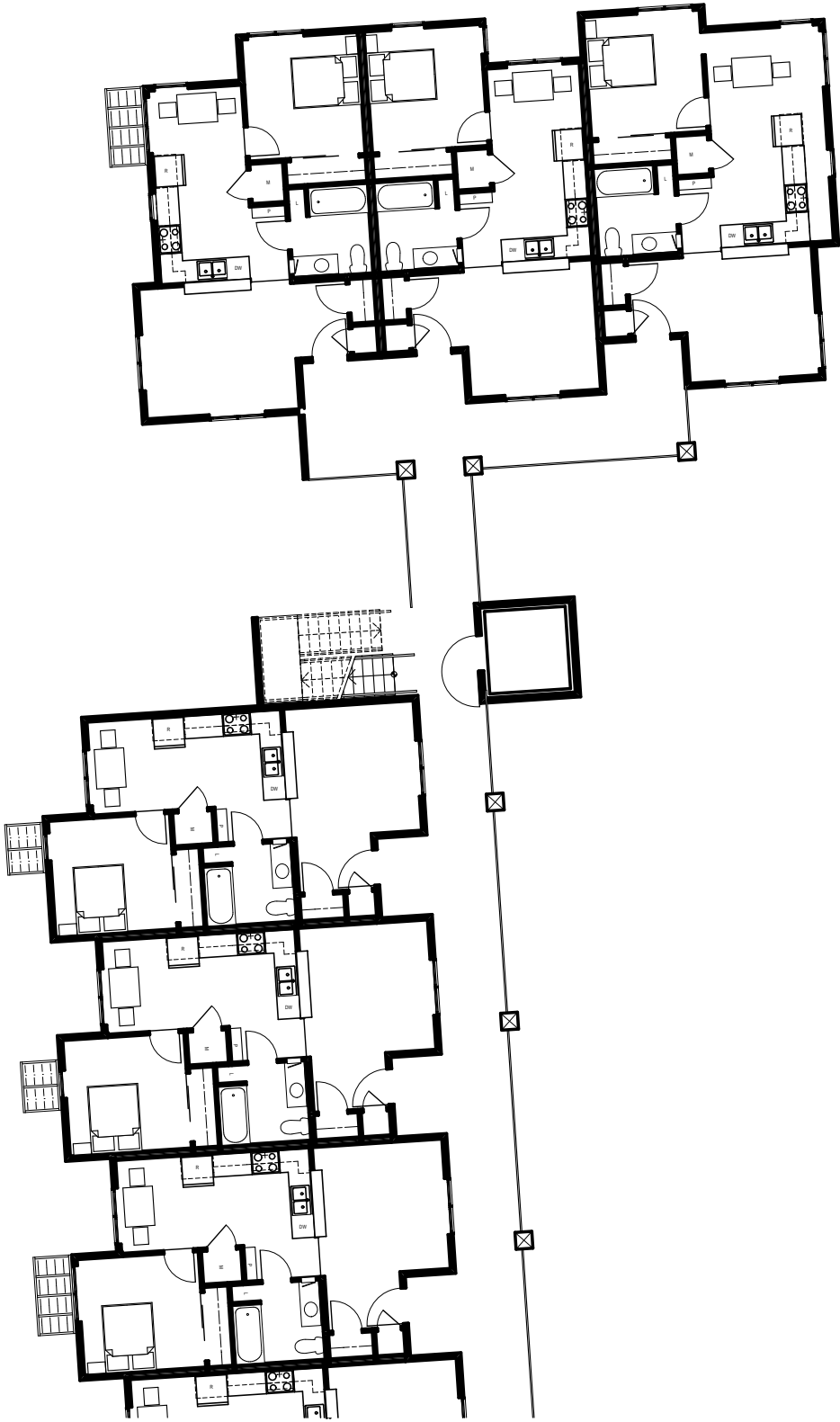
NEW CONSTRUCTION: WEST ELEVATION



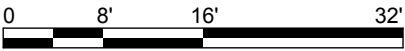
1 NEW CONSTRUCTION SECOND FLOOR - SOUTH END
SCALE: 1/16" = 1'-0"



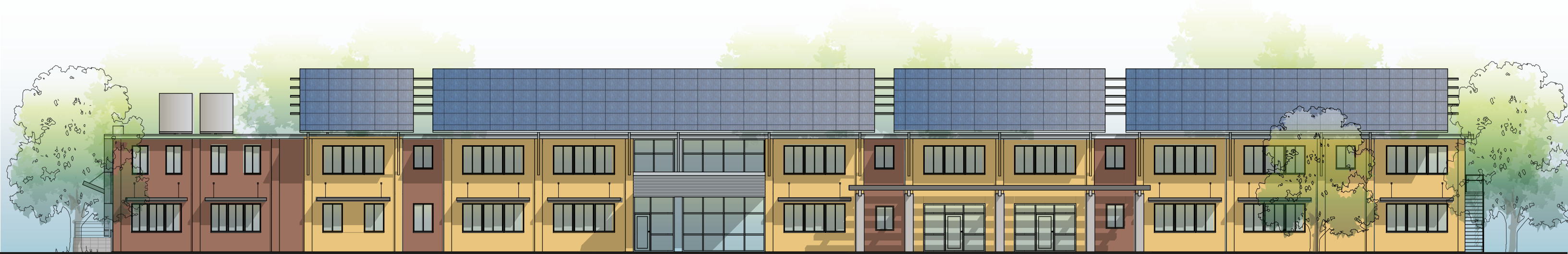
teamwork://mac-server.local/f/20045 Mather Veterans Village- Printed: Wednesday, June 5, 2013; 3:13 PM



1 NEW CONSTRUCTION SECOND FLOOR - NORTH END
SCALE: 1/16" = 1'-0"



teamwork://mac-server.local/120045 Mather Veterans Village- Printed: Wednesday, June 5, 2013; 3:13 PM



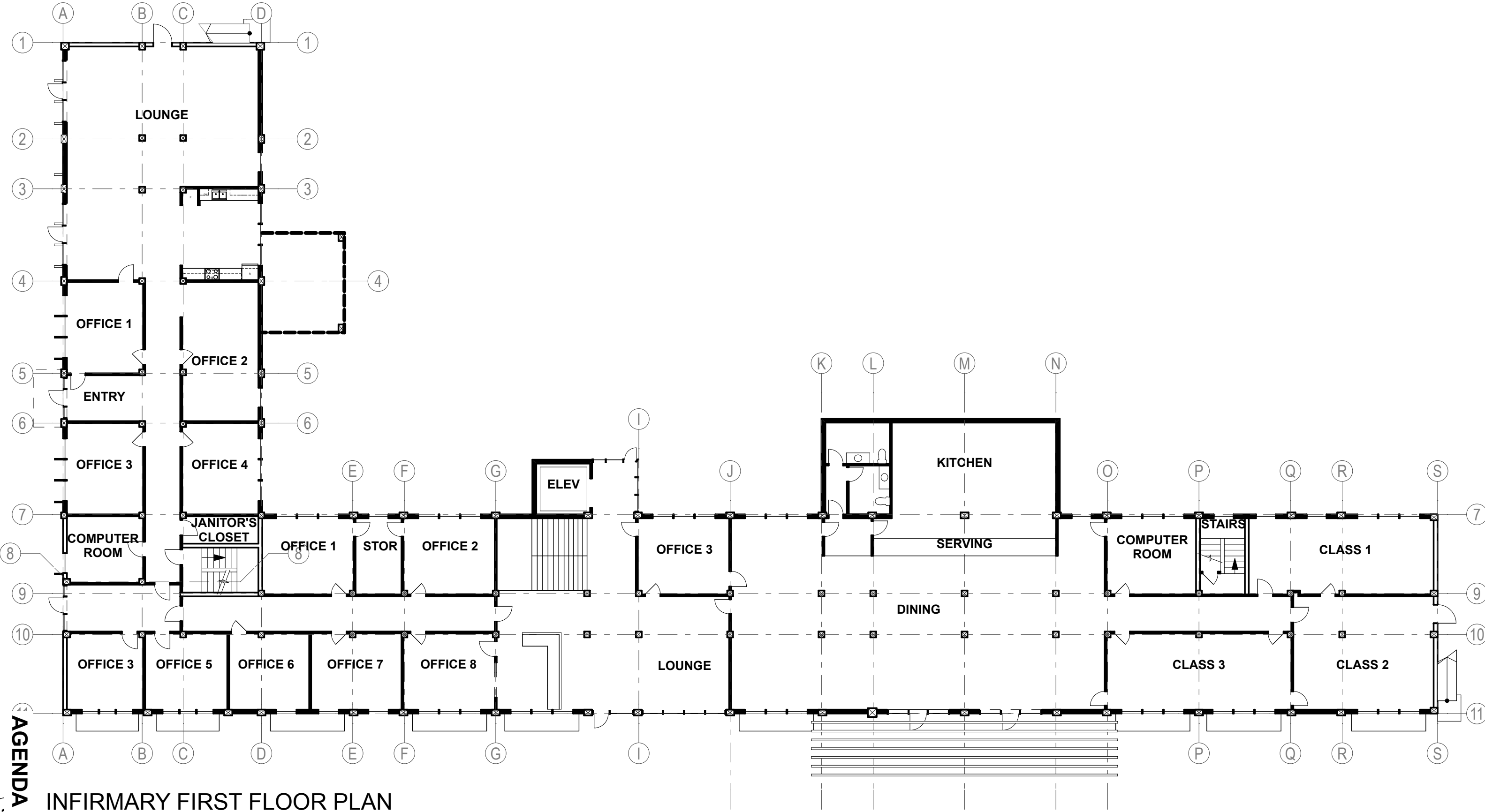
INFIRMARY: SOUTH ELEVATION



INFIRMARY: WEST ELEVATION

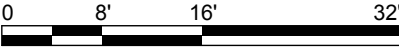
AGENDA ITEM 15.3

teamwork://mac-server/local/120045 Mather Veterans Village- Printed: Wednesday, June 5, 2013; 3:13 PM

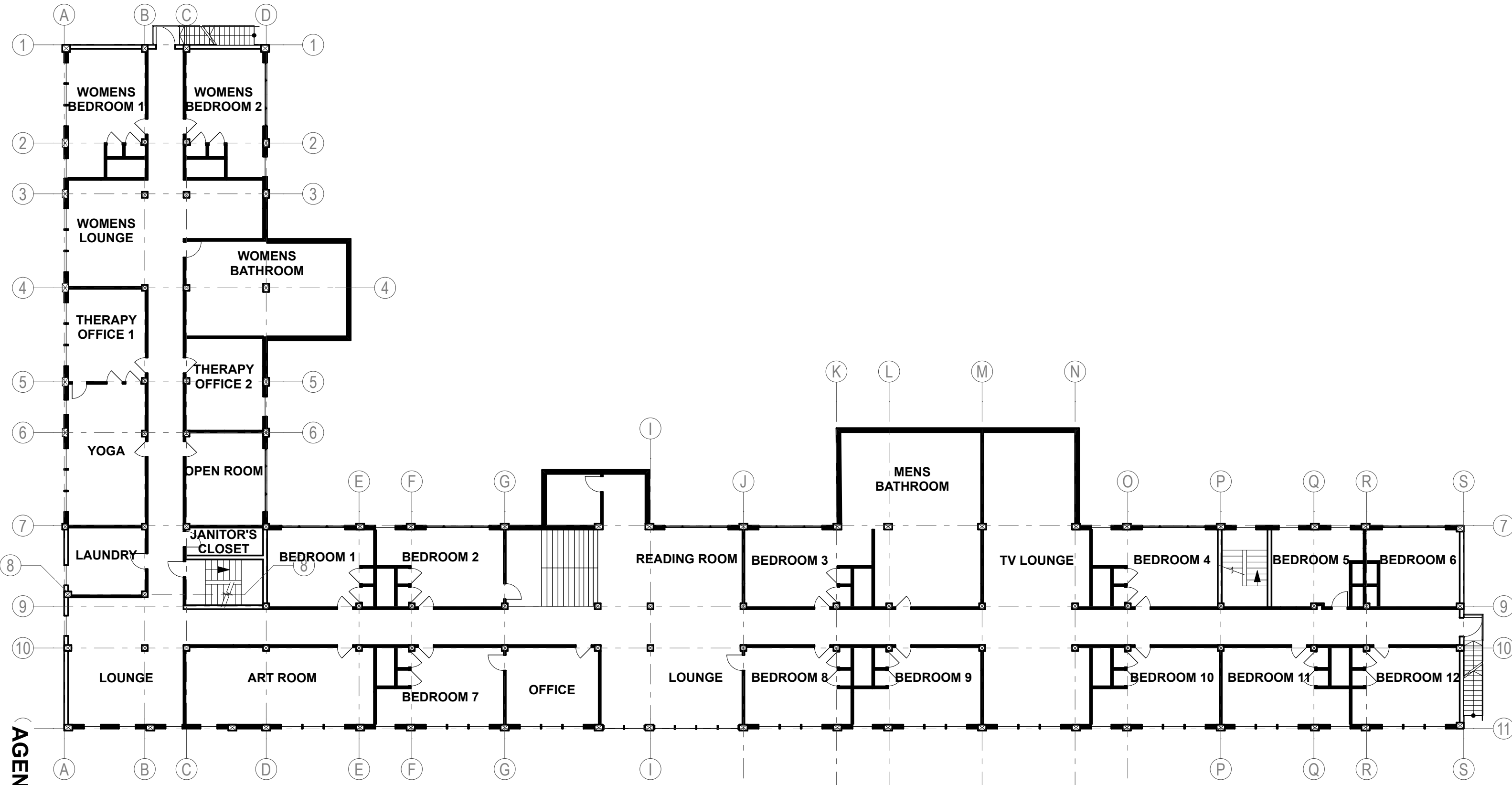


INFIRMARY FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"



teamwork://mac-server/local/20045 Mather Veterans Village- Printed: Wednesday, June 5, 2013; 3:13 PM



AGENDA ITEM 15.3

INFIRMARY SECOND FLOOR

SCALE: 1/16" = 1'-0"



Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
1.	Mather Veterans Village Conditional Use Permit and Design Review – for a 50 unit supportive permanent housing project for veterans and up to 60 transitional housing dormitory beds for homeless veterans. The City of Rancho Cordova and Mercy Housing would sponsor the development of this three-story apartment project, consisting of 44 one-bedroom 608 square feet units and 6 two-bedroom 828 square feet units of new construction. The project includes the rehabilitation of an existing 24,093 square feet building currently on the site. This rehabilitation includes 4,000 square feet to be used as community and office space for the management and operations of the new construction. The remaining 20,000 square feet would be rehabilitated to include 24 to 30 dormitory style rooms, a kitchen, cafeteria/common room, offices, and classrooms.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	On-Going	Finance	

Conditions of Approval

4.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
	Prior to Issuance of Improvement Plans			
5.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works	
6.	Enter into a frontage agreement, if necessary for those portions of the streets adjacent to the project and bond for construction of public improvements to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works	
7.	Provide drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards. If the system is to be a private system, then it shall be labeled as such on the improvement plans and a copy of an approved and executed private maintenance agreement shall be provided to the City of Rancho Cordova.	Prior to Approval of Improvement Plans	Public Works	
8.	Incorporate into the site improvement plans storm water quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with <i>The Storm Water Quality Design Manual for the Sacramento & South Placer Regions</i> . Such implementation may be able to reduce the storm water quality treatment requirement.	Prior to Approval of Improvement Plans	Public Works	
9.	Annex to the Storm Water Utility District.	Prior to Approval of Improvement Plans	Public Works	
10.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: All onsite civil improvements.	Prior to Approval of Improvement Plans	Public Works	

Conditions of Approval

	• Civil plan shall include an ADA access plan. • All property frontage including but not limited to, sidewalk, driveways, curb & gutter, etc. shall be removed and replaced if necessary to meet current ADA requirements and City Standards. The current improvements do not meet ADA guidelines. • Indicate the size and location of all driveways. • Location of all utility laterals to the site. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Where feasible, locate the position for a transit HUB loading and unloading area, along the street right of way.			
11.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent storm water quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Prior to approval of improvement plans	Public Works	
	Prior to Issuance of Building Permits			
12.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Issuance of Building Permits	Public Works	

Conditions of Approval

13.	The buildings and site development shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Issuance of Building Permits	Planning	
14.	Submit final site landscaping and any fence detail plans for review and approval by the Planning Director.	Prior to Issuance of Building Permits	Planning	
Prior to Final Inspection and Utility Release				
15.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Building Inspection	Planning	
16.	Connection(s) to the Sacramento Area Sewer District's (SASD) sewer system shall be required to the satisfaction of the SASD. In order to obtain sewer service, construction of SASD sewer infrastructure may be required. SASD Design Standards apply to any on and off-site sewer construction. Each parcel with a sewage source shall have a separate connection to SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Final Building Inspection	Public Works	
17.	Install improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to Final Building Inspection	Public Works	
18.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public Works Department.	Prior to Final Building Inspection	Public Works	

CITY OF RANCHO CORDOVA

RESOLUTION NO. 15-2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
FOUR LOT TENTATIVE PARCEL MAP, PROJECT NO. DD8438**

WHEREAS, Mercy Housing California (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a four lot Parcel Map, for the property located at 3611 Bleckley Street. (Assessor's Parcel Number: 067-0010-099-0000); and

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

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

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

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Categorically Exempt under Section 15315, Minor Land Divisions; and
2. Approves the proposed Tentative Parcel Map (**Exhibit A**), subject to Conditions of Approval (**Exhibit B**), based upon the following findings.

Findings: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

- A. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

The proposed project is consistent with the General Plan land use designation specified for this parcel. The current uses and buildings are consistent with the existing development standards of the General Plan planning area and the Mather Field Special Planning Area (MFSPA) Human Service sub-area.

- B. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The proposed project is consistent with the General Plan the land use designation specified for this parcel and the Mather Field Special Planning Area (MFSPA) Human Service sub-area. The current uses and buildings are consistent with the existing development standards of the General Plan designation of Mather Planning Area and the Mather Field Special Planning

Area (MFSPA) Human Service sub-area for lot size and intensities. No changes to the existing uses are proposed with this application.

- C. That the site is not physically suitable for the type of development.

The site is physically suitable to divide one parcel into four parcels that will allow each of the approved Mather Veterans' Village housing project buildings to be placed on its own lot, consistent with the approved phasing of the project's construction. The proposed parcels will be supported by on-site parking and landscape requirements of the Mather Field Special Planning Area (MFSPA) Human Service sub-area which is subject to Sacramento County zoning regulations.

- D. That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of development. The proposed project is to divide an existing parcel into four lots to implement a financial requirement of the approved Mather Veterans' Village housing project. No additions or improvements are proposed at this time.

- E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The proposed project does not involve any physical improvements or changes in use. The site is currently developed with paved parking, landscaped areas, and existing buildings. There are some undeveloped areas that could contain sensitive plant and/or wildlife within the 16.49 acre remainder parcel; however this application does not propose to develop those sites. The proposed project is categorically exempt per section 15315, Minor Land Divisions of the California Environmental Quality Act which allows the division of property, subject to specific limitations that do not apply to this parcel.

- F. That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

The subdivision of one parcel into four new parcels would allow each of the approved Mather Veterans' Village housing project buildings to be placed on its own lot, consistent with the approved phasing of the project's construction. The project does not propose any physical change and will not disturb any undisturbed or contaminated soil.

- G. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

There are existing easements within the proposed subdivision for utilities along the property. No change is proposed with this subdivision; however construction of the approved Mather Veterans' Village housing project will require street improvements, drainage and access easements. These improvements were included into the original conditions of approval for the Design Review permit of the Mather Veterans' Village housing project that was approved by the City Council on July 15, 2013.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of February, 2014 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Dan Skoglund, Mayor

ATTEST:



Mindy Cuppy, CMC, City Clerk



Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
1.	The approved entitlement is for a Tentative Parcel Map, to subdivide one (1) parcel (APN 067-0010-099-0000) into four (4) parcels, as described in the City Council staff report dated February 18, 2014 and Tentative Parcel Map (Exhibit A) dated stamped January 29, 2014 with the conditions herein, for project number DD8438.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	The Tentative Parcel Map approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e).	Three years, commencing with the date of approval	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations.	On-Going	Planning/ Building /Public Works	
5.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works	
Prior to Final Map or completion of other development permits				
6.	Storm Water Drainage Maintenance District. Property owner shall annex the property into CFD No. 2013-1 (Storm and Flood Protection Services) for the purpose of providing a financial mechanism to fund the operation and maintenance of the project's storm water drainage system.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
7.	Property Owner/Applicant shall participate in a funding mechanism for maintenance of any existing or new publicly maintained frontage and median landscaping associated with the project by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
8.	Property Owner/Applicant shall participate in a funding mechanism for fair share maintenance of any existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights, and fair share landscape maintenance of any existing and all new publicly maintained frontage, medians, and neighborhood/community parks, neighborhood greens, wetland buffers and park corridors not otherwise maintained by CRPD associated with the project. This shall be accomplished by participation in the formation of or annexation to the City's CFD (Street, Lighting and Landscape Maintenance). All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact Elizabeth Sparkman at (916) 851-8714 to satisfy this condition.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	
9.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	be a 1-2 month lead time to satisfy this condition.			
10.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	
11.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, curb and gutter, driveways, etc. shall be upgraded to meet current ADA requirements and City Standards. City standards include, but are not limited to, minimum 6-foot wide separated sidewalk with vertical curb and gutter on entire property frontage. Any obstructions to the improvements shall be relocated. • Sufficient offsite facilities including but not limited to offsite ramps, sidewalk, curb and gutter shall be installed to provide pedestrian access to existing sidewalk which continues north of the site on the west side of Bleckley Street. • Utility laterals. • Label all private and public utilities. Provide easements for public utilities. • The proposed turnout shall be maintained by the owner. Enter into a maintenance agreement to the satisfaction of the Public Works Department. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Install two new streetlights to the satisfaction of the Public Works Department, one on Bleckley Street and one on Schirra Avenue. Street Lighting shall conform to all City improvement standards.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	All overhead utilities shall be undergrounded. A note shall be placed on the parcel map summarizing the required public improvements.			
12.	Incorporate permanent stormwater quality treatment measures into the site improvement plans in conformance with applicable County ordinances & standards, and state and federal law.	Prior to approval of improvement plans	Public Works	
13.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to final building inspection of the first unit	Public Works	
14.	Dedicate right-of-way for a standard corner rounding at the intersection of Bleckley Street and Schirra Avenue.	Prior to approval of improvement plans	Public Works	
15.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Prior to approval of improvement plans	Public Works	
16.	Applicant shall submit landscaping plans demonstrating conformance with the Water Use and Conservation provisions.	Prior to approval of improvement plans	Public Works/ Planning	
17.	Designer shall certify that installed landscaping conforms to City water conserving landscape requirements.	Prior to final Building Inspection	Public Works/ Planning	
18.	Number, size, and location of driveways are subject to approval by the Public Works Department	Prior to approval of improvement plans	Public Works	
19.	Provide proof of ingress-egress rights over APN: 067-0010-100.	Prior to final map or issuance of building permit, whichever occurs first.	Public Works	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
20.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public works Department.	Prior to final building inspection	Public Works	
21.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or reconveyance of said parcels.	Prior to final map	Public Works	
22.	Connection to the Sacramento SASD sewer system shall be required to the satisfaction of SASD.	Prior final map	Sacramento Area Sewer District (SASD)	
23.	Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior final map	Sacramento Area Sewer District (SASD)	
24.	In order to obtain sewer service for this project, construction of onsite and offsite sewer infrastructure will be required. SASD Design Standards apply to any on-site and off-site sewer construction.	Prior to final map	Sacramento Area Sewer District (SASD)	
25.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Prior to final map	Sacramento Area Sewer District (SASD)	
26.	The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk, and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running	Prior to final map	Sacramento Area Sewer District (SASD)	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	with the land, be a responsibility of successors in interest in future land transfers and divisions, and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If disturbed surfacing consists of decorative or stamped concrete, SASD will only replace with standard concrete.			
27.	Developing this property will require payment of sewer impact fees to both SASD and SRCSD, in accordance with each District's Ordinances. Applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.	Prior to final map	Sacramento Area Sewer District (SASD)	
28.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate permanent stormwater quality treatment measures in conformance with applicable City of Rancho Cordova requirements.	Prior to final map	Sacramento Area Sewer District (SASD)/ Public Works	
29.	Provide separate public water service to each parcel and building. All water lines shall be located within a public right-of-way or within easements dedicated to Sacramento County Water Agency. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval.	Prior to final map	Sacramento County Water Agency	
30.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.	Prior to final map and/or improvement plans	Sacramento County Water Agency	
31.	Prior to the issuance of building permits the applicant must conduct water use efficiency review and submit the findings in required environmental documentation for the project.	Prior to final map and/or issuance of building permit	Sacramento County Water Agency	
32.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the	Prior to final map and/or issuance	Sacramento County	

Conditions of Approval

ATTACHMENT 5

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	of building permit	Water Agency	

ATTACHMENT 6

Jeffrey Riley
Mercy Housing

Hello Matt:

Because of the limited State and Federal funding available, and the partners desire to address the immediate need for Veterans Housing, Mather Veterans Village, Phase III has embarked on an aggressive financing scenario that requires the project to submit an application to the State of California Veterans Housing and Homelessness Prevention (VHHP) Program on December 14, 2015. A VHHP funding commitment will provide the sufficient leveraging required to apply in the 9% California Tax Credit (TCAC) March and, if needed, the July round. A 9% TCAC award will allow the Mather Veterans Village Phase III development to start construct of this urgently needed housing in late 2016. As the table below indicates, if we were to miss the December 14, 2015 VHHP deadline by not having all required entitlements, it would essentially delay all of the other federal and state financing options for the project. Without these financing options, construction for Phase 3 would be delayed by a year with construction estimated to move from late 2016 to early 2018.

Mather Veterans Village Financing Timeline 2016

Current Deadline	Source	Award (Est)	Next Award Opportunity (Est)	Estimated Delay
December 14,2015	VHHP	February 15,2016	March, 2017	1 year
March 15, 2016	Federal Tax Credits	June 30,2016	June , 2017	1 year +
April, 2016	Cap and Trade	June, 2016	June , 2017	1 Year +

MEMORANDUM

DATE: December 7, 2015

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Reinvestment and Housing Opportunities Manager



SUBJECT: APPROVAL OF DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN CITY OF RANCHO CORDOVA AND MERCY HOUSING CALIFORNIA, GRANTING MERCY HOUSING CALIFORNIA SITE CONTROL NECESSARY FOR GRANT APPLICATIONS AND THE DEVELOPMENT OF MATHER VETERAN'S VILLAGE PHASE 3, THE REAL PROPERT LOCATED AT 3607 BLECKELY STREET

RECOMMENDATION

Adopt Resolution No. 140-2015 authorizing the City Manager to execute the Disposition and Development Agreement (DDA) and related instruments with Mercy Housing California.

RESULT OF RECOMMENDED ACTION

Adoption of resolution No. 140-2015 will provide the City Manager authorization to execute a Disposition and Development Agreement, and related documents between the City of Rancho Cordova and Developer, Mercy Housing California, allowing the Developer to acquire site control of approximately 1.19 acres located at 3607 Bleckely Street for Phase 3 of the Mather Veterans Village housing development.

BACKGROUND

With the closure of Mather Air Force base in the 1990's, the County and various federal agencies negotiated the future of the Mather Community Campus (MCC) to be dedicated to special needs populations including the homeless. For many years, the County, through partnership with Volunteers of America, has successfully operated an award winning transitional living and jobs training program on MCC. This property offered a unique opportunity to respond to the needs of homeless and disabled veterans. The City of Rancho Cordova, County of Sacramento, and Mather Veterans' Hospital responded to this opportunity as the three entities cooperated to form the Sponsorship Team of the proposed Mather Veterans Village.

On June 23, 2013 the City signed a 99-year lease with the County of Sacramento for 3.69 acres of property located within the Mather Community Campus. With this same action, the County sold the existing building located on the leased land to the City. City Council also adopted resolution number 96-2013, a resolution which authorized the execution of a Disposition, Development, and Loan Agreement and related instruments for Phase 1 of Mather Veterans Village, with Mercy Housing California. Construction of Phase 1 began in December 2014 and is scheduled for completion in February/March of 2016, and will include 50 units of permanent

supportive housing serving homeless and/or disabled Very Low Income veterans. Additionally, on April 6th of 2015, the City Council adopted Resolution 37-2015 which authorized the City Manager to enter into a similar agreement with Veterans Resource Centers of America for the development of Phase 2 of Mather Veterans Village which will provide up to 60 transitional beds with full rehabilitation services. Efforts to generate the funding necessary to complete the conversion and rehabilitation of this phase are underway. It is expected that occupancy of this phase will occur in 2017.

The current action to approve the DDA as attached to this staff report covers only the Mather Veterans Village Phase 3 of the development program. Phase 3 includes the new construction of 50 additional units of permanent supportive housing in a similar design layout as found in the Phase 1 new construction development. Mercy Housing of California will be the developer for both the first phase and this final phase (Phase 3) of the Mather Veterans Village project.

The Phase 3 project requires additional funding and is looking to meet the late December 2015 deadline for the next offering of the Veteran's Housing and Homelessness Prevention Program (VHHP) funding. With an award of these funds, the developer will then submit for other available grant program funding to fully fund the development.

Detailed in the DDA are the site control commitments from the City along with the Developer performance requirements. If the projected funding applications are successful, staff expects a construction start in 2016 with occupancy expected in 2017.

FISCAL ANALYSIS

This Phase 3 development has successfully applied for and received City Enhancement funding in the amount of \$75,000. Besides staff time, no other funding commitments are expected to be made to this Phase 3 of the development.

ATTACHMENTS

1. Resolution No. 140-2015.
2. Disposition and Development Agreement (DDA).

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 140-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT AND
RELATED INSTRUMENTS, WITH MERCY HOUSING CALIFORNIA, A CALIFORNIA
501(C)(3) NONPROFIT CORPORATION (“DEVELOPER”)**

WHEREAS, the City of Rancho Cordova (“City”) has entered into a 99-year lease with the County of Sacramento for 3.69 acres of land located on the Mather Community Campus; and

WHEREAS, the City has subdivided the 3.69 acres to create a 1.19 acre site (the “Property”) which comprises Phase 3 of Mather Veterans Village, for the development of up to 50 units of affordable permanent supportive housing for homeless and/or disabled Very Low Income veterans (the “Project”); and

WHEREAS, the Project is exempt from the California Environmental Quality Act (“CEQA”) under the categorical exemption for in-fill development projects (CEQA Guidelines § 15332).

WHEREAS, Developer intends to submit a Veterans Housing and Homelessness Prevention program application as well as make other grant applications as they become available; and

WHEREAS, the City desires to enter into a Disposition and Development Agreement (“DDA”) with the Developer for development of the Phase 3 Project on the Property.

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

Section 1 The City Council finds that the Project is exempt from CEQA under CEQA Guidelines Section 15332, In-Fill Development. The City Council further finds that the Project is consistent with the City’s General Plan, and the City’s Zoning Code. The City certified an Environmental Impact Report (“EIR”) for the General Plan and conducted additional environmental review for the Zoning Code. Therefore, no additional CEQA environmental review is required.

Section 2 The City Council authorizes the City Manager, on behalf of the City, to execute with Developer a DDA, substantially in the form on file with the City Clerk, and to execute such other instruments including without limitation an Assignment and Assumption Agreement for the Phase 3 Parcel substantially in the form of Exhibits A and B to the DDA attached hereto, and an Affordable Housing Regulatory Agreement, substantially in the form of Exhibit F to the DDA, and to take such other actions as are necessary to carry out the intent of this Resolution.

Section 3 If any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

Section 4 The above recitals are true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

ATTACHMENT 2**DISPOSITION AND DEVELOPMENT AGREEMENT****by and between****THE CITY OF RANCHO CORDOVA****and****Mercy Housing California, a 501(c)(3) California nonprofit corporation****Mather Veterans Village – Phase III**

December_____, 2015

Exhibits

- A City – County Lease Agreement
- B Assignment and Assumption Agreement
- C Legal Description of Phase III Property
- D Reserved
- E Reserved
- F Regulatory Agreement
- G Form of Memorandum of Disposition and Development Agreement
- H Development and Performance Schedule
- I Approved Design Review
- J Financing Plan
- K Form of Certificate of Completion

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered as of _____, 2015, (“**Effective Date**”) by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and Mercy Housing California, a 501(c)(3) California nonprofit corporation (“**Developer**”). City and Developer are herein individually referred to as “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. In October of 2010, in response to a Request for Proposals, the Sacramento Housing and Redevelopment Agency (“**SHRA**”) together with the City of Rancho Cordova and the County of Sacramento, selected the development team of Mercy Housing California and Viet Nam Veterans of California (“**VCRA**”) to design, finance, build and operate Permanent Supportive Housing units for disabled veterans.

B. Subsequently, the City, County of Sacramento and Mather Veteran’s Hospital assumed co-sponsorship of the proposed project now known as Mather Veterans’ Village, and in July of 2012, the City of Rancho Cordova committed Two Million Dollars (\$2,000,000) in grant funding from the California Department of Housing and Community Development (“**HCD**”) for Phase 1 development of the proposed project.

C. On May 3, 2013, the County of Sacramento received from the United States Air Force conveyance of fee title to certain properties in the Mather Community Campus area, including the property proposed for inclusion in the proposed project.

D. On May 20, 2013, the City Council of the City (“**City Council**”) authorized the City Manager to execute a 99-year lease with the County of Sacramento for approximately 3.69 acres of property located on the Mather Community Campus area of the old Mather Air Force Base (the “**Property**”) for the development of Mather Veterans’ Village (“**County Lease**”). A copy of the County Lease dated June 24, 2013 is attached hereto as **Exhibit A** and incorporated herein by this reference.

E. The County Lease authorizes the assignment of the City’s interest therein to the Developer. The Parties intend to enter into an Assignment and Assumption Agreement (“**Assignment**”), substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference, upon satisfaction of all conditions precedent thereto as defined herein.

F. Also on May 20, 2013, the City Council introduced and waived the first reading of Ordinance 14-2013 amending Title 23.1000.030 C6 entitled “Mather Field Special Planning Area” to insert the term “*permanent supportive housing*” to the list of permitted uses in the “Campus District” of the “Human Services Subarea.”

G. On July 15, 2013 the following actions related to the proposed development programs of both Phase 1 and Phase 2 were approved by the City Council of the City of Rancho Cordova: Site Plan review, Design Review and a conditional Use permit. Both Phase 1 and

Phase 2 received final environmental clearance approval for CEQA on July 5, 2013 and NEPA clearance approval on August 27, 2013.

H. Subsequently, the City proceeded to subdivide the original 3.69 acres of property creating three land parcels and an air rights subdivision comprised of a portion of the ground floor of the existing building and contiguous land area. On August 9, 2013 by way of Agreement (amended and restated on November 17, 2014), the City assigned lease rights to both the 1.11 acres of land area and the approximately 7,489 square feet of land and building area comprising the air rights parcel to Mercy Housing California (Mercy). Together these areas comprise Phase 1 of the development of Mather Veterans Village.

I. In December of 2014 construction began on Phase 1 of Mather Veterans Village. It is anticipated that construction will be completed in the first quarter of 2017 with occupancy commencing immediately thereafter.

J. On April 8, 2015 an initial DDLA between the City of Rancho Cordova and Veterans Resource Centers of America (VRCA) was adopted for Phase II of Mather Veterans Village. Phase two is comprised of the existing two story building minus the air right portion assigned to Mercy Housing and approximately 1.28 acres of land area, which is the land area remaining after the subtraction of the air rights land area associated with Phase 1.

K. Phase III of the overall development will be comprised of up to fifty (50) rental units of new construction, permanent supportive affordable housing on approximately 1.19 acres of land as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference (**the "Project"**). It is anticipated that Phase III will be similar in construction type and ownership to that seen in the Phase 1 development.

L. The Project is more particularly described in Section 5.2 herein and in an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (**"Regulatory Agreement"**), substantially in the form attached hereto as **Exhibit F** and incorporated herein by this reference that shall be executed substantially concurrently herewith and recorded against the Phase I Property and the Project.

M. Financing for the Project is addressed in Article VI herein.

N. A material inducement to the City to enter into this Agreement is Developer's agreement to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to complete the Project in accordance with such provisions and within such time periods, subject to the terms and conditions set forth herein.

O. In connection with this Agreement, Developer shall execute such documentation as City shall reasonably require in connection with Project financing, including without limitation the Regulatory Agreement, which shall require Project rents to be affordable to eligible households whose incomes do not exceed fifty percent (50%) of Area Median Income for a term of not less than ninety-nine (99) years but in no event longer than the termination date of the County city lease. This Agreement, the Assignment, the Form of Memorandum of

Disposition and Development Agreement attached hereto as **Exhibit G** and incorporated herein by this reference, and the Regulatory Agreement are collectively hereinafter referred to as the **“City Documents.”**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

- 1.1 **“Assignment”** is defined in Recital E.
- 1.2 **“Certificate of Completion”** is defined in Section 5.15.
- 1.3 **“City”** is defined in the Preamble.
- 1.4 **“City Council”** is defined in Recital D.
- 1.5 **“City Documents”** is defined in Recital KJ.
- 1.6 **“Claims”** is defined in Section 5.17.
- 1.7 **“Conditions of Approval”** is defined in Section 5.2.
- 1.8 **“Construction Plans”** is defined in Section 5.11.
- 1.9 **“County Lease”** is defined in Recital D.
- 1.10 **“Environmental Laws”** is defined in Section 10.4.
- 1.11 **“Financing Plan”** is defined in Sections 3.3 and 5.7.
- 1.12 **“Hazardous Materials”** is defined in Section 10.3.
- 1.13 **“Improvements”** is defined in Section 5.2.
- 1.14 **“Indemnitees”** is defined in Section 5.17.
- 1.15 **“Official Records”** means the Official Records of Sacramento County.
- 1.16 **“Project”** is defined in Recital G and further described in Section 5.2.
- 1.17 **“Regulatory Agreement”** is defined in Recital H.

1.18 “**Transfer**” is defined in Section 8.2.

ARTICLE II

REPRESENTATIONS; EFFECTIVE DATE; MEMORANDUM.

2.1 Developer’s Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer’s representations made herein notwithstanding any investigation made by or on behalf of City.

(i) Authority. Developer is a 501(c)(3) not-for-profit corporation, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and the execution, performance and delivery of this Agreement by Developer has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Developer have been duly authorized to do so. This Agreement and the other City Documents constitute valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(ii) No Conflict. Developer’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(iv) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

2.2 Effective Date; Memorandum. The obligations of Developer and City hereunder shall be effective as of the Effective Date. The Parties shall execute a Memorandum of this Agreement substantially in the form attached hereto as **Exhibit G** and incorporated herein by this reference, which shall be recorded in the Official Records promptly upon execution of this Agreement. The City will not withhold consent to reasonable requests for subordination of the Memorandum to deeds of trust, regulatory agreements and related documents provided for the benefit of Project lenders approved pursuant to the Financing Plan provided that the instruments effecting such subordination include reasonable protections to the City in the event of default.

ARTICLE III

CONDITIONS PRECEDENT TO ASSIGNMENT OF COUNTY LEASE

3.1 Conditions Precedent. City shall assign the County Lease, as it is applicable to the Phase III Property to Developer, in accordance with the provisions of Article IV herein following Developer's satisfaction of the conditions set forth in this Agreement and within the time limits specified in the Development Schedule attached hereto as **Exhibit H** and incorporated herein by this reference, unless such time is extended by the City at the discretion of the City Manager.

3.2 Scope of Development. Developer's proposed Scope of Development includes the Improvements and amenities set forth in Section 5.2. Pursuant to Resolution No. 144-2015, the City Council has approved the Design Review for the Project, attached hereto as **Exhibit I** and incorporated herein by this reference. By execution of this Agreement, City hereby approves the Scope of Development for the Project.

3.3 Financing Plan. As more particularly described in Section 5.7, Developer has submitted a Financing Plan for the Project ("**Financing Plan**"), attached hereto as **Exhibit J** and incorporated herein by this reference.

ARTICLE IV

DISPOSITION OF THE PHASE I PROPERTY

4.1 Assignment of County Lease. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall assign to Developer all of City's rights and responsibilities in the County Lease (**Exhibit A**) for Parcel III Property which actions taken together describe the disposition of property associated with Phase III as described in **Exhibit C**, Parcel (defined below) in accordance with and subject to the terms and conditions of this Agreement, free and clear of all title defects, liens and encumbrances except: (a) the provisions and effect of this Agreement; (b) liens for nondelinquent taxes, assessments, and/or bonds; (c) title exceptions set forth in the Preliminary Title Report for the Property issued by Fidelity National Title Company and dated as of October 5, 2015; and such other conditions, liens, encumbrances, restrictions, easements and exceptions as Developer may approve in writing (all of the foregoing collectively referred to as the "**Permitted Exceptions**"). Following the Effective Date, absent the consent of Developer, City shall not cause or voluntarily agree to allow a lien or other encumbrance to attach to the Phase III Property which would remain effective following such County Lease assignment.

4.2 Terms of Assigned County Lease. The terms of the assigned County Lease from the City to Developer shall be for a term not to exceed ninety-nine (99) years from the date of the effective date of the County/City lease but in no event longer than the termination date of the County/City lease. In the event that Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase Three, the term of this Agreement shall end no later than September 30, 2017.

4.3 Reserved

4.4 Escrow. Escrow shall be opened at the office of Fidelity National Title Company, 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670 ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow ("**Closing**") for the transactions contemplated hereby.

4.5 Costs of Closing and Escrow. City shall pay all costs associated with removing any debt encumbering the Phase III Property and for all title insurance premiums for policies City may elect to acquire for the Phase III Property. All other Closing and Escrow costs, including without limitation all title insurance premiums for policies Developer elects to acquire, shall be paid by Developer.

4.6 Escrow Instructions; Recordation of Documents. City and Developer shall furnish Escrow Agent a copy of this Agreement, which, together with such supplemental instructions as City, Developer or lender may agree upon in writing, shall serve as Escrow instructions for the assignment of the lease. Not later than one (1) day prior to the Closing Date, provided that all conditions precedent to conveyance have been satisfied, City shall deposit into Escrow an executed Lease Assignment. On the Closing Date, Escrow Agent shall cause the following documents to be recorded in the Official Records of Sacramento County in the following order: (i) the Memorandum of DDA, (ii) the Lease Assignment and (iii) the Regulatory Agreement.

4.7 City's Conditions to Closing. City's obligation to proceed with the Closing is subject to satisfaction or waiver by the City of all of the following conditions:

a. No Default. Developer shall not be in Default under the terms of this Agreement, and all representations and warranties of Developer shall be true and correct in all material respects.

b. Execution of Documents. Developer shall have executed and acknowledged the Regulatory Agreement, the Memorandum of DDA, the Lease Assignment and all other documents required hereunder, including all such documents to City or into Escrow.

c. Satisfaction of Conditions Precedent. Developer shall have satisfied the conditions set forth in Article III.

d. All Financing in Place. Developer shall certify in writing to the City that all project financing including the construction loan, Tax Credit equity and all other grants and subsidies required for construction and occupancy are fully funded. Any funds not to be deposited into the construction loan escrow shall be identified in the certification and shall be due for payment on a schedule approved by the City.

4.8 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to satisfaction or waiver by Developer of the following conditions:

a. No Default. City shall not be in Default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects.

b. Execution of Documents. City shall have executed and acknowledged the Regulatory Agreement, the Memorandum of DDA, the Lease Assignment and all other documents required hereunder, and shall have delivered such documents into Escrow.

c. Developer's Title Policy. The Title Company shall, upon payment of the premium therefor by Developer, be ready to issue a Leasehold ALTA title policy for the benefit of Developer, showing rights to the use of the Phase III Property pursuant to the Assignment, subject only to the Permitted Exceptions and including such endorsements as Developer may reasonably request.

ARTICLE V

DEVELOPMENT OF THE PROJECT

5.1 The Phase III Property. City represents and warrants that as of the Effective Date (June 25, 2013): (i) City possess a 99-year lease of the Phase III Property, and (ii) the Phase III Property is not subject to any covenant, condition, restriction or agreement that would prevent the development of the Project in accordance with this Agreement. If at any time the foregoing statements become untrue, the City shall have the right to terminate this Agreement upon written notice to Developer.

5.2 Scope of Development. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or entity with jurisdiction over the Project or the Phase III Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

The Project will consist of a three (3)-story, stick built, slab on grade building with at least two (2) elevators ("**Building**"). To the maximum extent possible, all parking will be covered. Not more than fifty (50) units shall be comprised of up to forty-four (44) single bedroom units and up to six (6) two-bedroom units. Project design and architecture will be subject to the City's Design Review process. Subject to design and financial feasibility considerations, Developer will use best efforts to achieve a net-zero energy Building; extensive use of solar panels on parking coverage and Building roof; energy recapture technology; energy efficient fixtures and appliances, utilization of LED lighting technology; gardening space; and

open outdoor areas that provide residents with a range of activities. All of the foregoing is collectively hereinafter referred to as the “**Improvements.**”

Notwithstanding anything to the contrary contained herein, the construction of the Project is expressly conditioned upon compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*, CEQA guidelines, and implementing regulations, all as amended from time to time (“**CEQA**”) and/or the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 *et seq.*, NEPA guidelines, and implementing regulations, all as amended from time to time (“**NEPA**”), as the same may be applicable to the Project. Required CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained and required notices have been filed and the statute of limitations has expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Phase III Property without such compliance.

5.3 Affordable Housing for Homeless and/or Disabled Very Low Income Veterans. Developer covenants and agrees for itself, its successors and assigns that Developer’s interest in the Phase III Property will be subjected to recorded covenants that will restrict use of the Phase III Property to development of an affordable multi-family rental housing project in which not less than one hundred percent (100%) of the residential units in the Project shall be operated, managed, maintained and supervised to the extent possible as an integral component of the Phase 1 project, and shall be rented at an affordable cost to eligible households who qualify at or below fifty percent (50%) of Area Median Income (as defined in the Phase 3 Regulatory Agreement), in accordance with the terms hereof and the Phase 3 Regulatory Agreement. As used in this section, Phase 1 means the housing project as regulated and controlled by the Phase 1 Regulatory Agreement approved by the Rancho Cordova City Council on November 21, 2014, and recorded on December 5, 2014 with the Sacramento County Records. The Phase 3 Project shall consist of not more than fifty (50) units with the proposed mix including up to forty-four (44) single bedroom units and up to six (6) two-bedroom units. Project design and architecture will be subject to the City’s Design Review process. If disabled and/or homeless, Very Low Income veteran’s occupancy and rent-up become an issue for the owner, before any modification of tenant selection criteria, the owner will meet with City to describe and discuss those issues. In the event that a Restricted Unit has been vacant for more than sixty (60) days, and prior to that time Developer has not received a rental application from a homeless and/or disabled Very Low Income veteran household which is a Very Low Income Household and meets Developer’s tenant selection standards, then the Developer may amend the existing tenant selection standards to allow Developer to rent the vacant unit (and other units which subsequently become available under the same conditions) to a Very Low Income Household which does not include a Veteran.

Subject to design and financial feasibility considerations, Developer will use best efforts to achieve a net-zero energy Building; extensive use of solar panels on parking coverage and building roof; energy recapture technology; energy efficient fixtures and appliances, utilization of LED lighting technology; gardening space; and open outdoor areas that provide residents with a range of activities. To the maximum extent permitted by law, occupancy shall be limited to a mix of disabled and/or homeless Very Low Income veterans.

5.4 Project Approvals. Developer acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building

permits for the construction of the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the construction of the Project, including without limitation, the completion of environmental assessment, design review, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any).

Developer covenants that it shall: (i) obtain all necessary permits and approvals which may be required by City, or any other governmental agency having jurisdiction over the construction of the Project or the development of the Phase III Property, (ii) comply with all Conditions of Approval and other design and use considerations as detailed in the City's Design Review approval per **Exhibit I** attached hereto and incorporated herein by this reference, (iii) comply with all mitigation measures imposed in connection with any environmental review of the Project, and (iv) not commence construction work on the Project prior to issuance of building permits required for such work.

City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for development of the Project.

5.5 Fees. Subject to the approval of the financing subsidies identified in the Financing Plan, Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Phase III Property.

5.6 Cost of Construction. Except as expressly set forth herein, after the Effective Date, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the design, development and construction of the Project and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, except costs and expenses related to initial ALTA survey, land assemblage, relocation, lot-line adjustment, parcel creation, initial market study and environmental clearance including additional environmental studies that may be required.

5.7. Financing Plan. As set forth in the attached Financing Plan (**Exhibit J**), Developer has provided City with a preliminary financing plan for the Project which describes (i) the estimated costs of Project development, including acquisition costs, and hard and soft construction costs, (ii) an operating pro forma which describes projected revenue and expenses for the Project, and (iii) identification of sources of construction and permanent financing. The Financing Plan must be in a form and content to provide sufficient detail to satisfy the requirements of Developer's proposed Tax Credit Allocation Committee ("TCAC") application. The costs, charges and sources of funding associated with the complete Financing Plan shall be reasonable and consistent with industry standards and supported by bids or other justifications as may be appropriate. Developer acknowledges responsibility for the provision of sufficient

explanation of all line items and consents to the City requirement that all line items be presented, supported and detailed sufficient to provide the City with clear understanding. The Financing Plan may be the proposed TCAC proforma to be submitted with the TCAC application. Developer shall update the Financing Plan throughout the term of this Agreement to reflect any changes in the TCAC application proforma. Developer shall provide prior written notice to the City of any material proposed modifications. If the City fails to approve of any such modification within fifteen (15) calendar days following City's receipt of the proposed modifications, then the Financing Plan and the encumbrances which may be recorded against the Phase I Property in connection with the financing contemplated by the Financing Plan, shall be deemed approved by the City. The City agrees not to unreasonably withhold consent to proposed modifications to the Financing Plan.

The TCAC application shall reflect the current City-approved Financing Plan including a current schedule of sources and uses and updated development and operating pro formas, accompanied by evidence that all Project financing has been firmly committed by Developer, or lending institutions, subject only to commercially reasonable conditions or allocation(s) for low-income housing tax credits from TCAC. Additionally, Developer shall provide City with copies of draft and final Tax Credit Investor letter of intent and will obtain written approval from the City of the pay-in schedule of all tax credit equity proceeds.

Developer agrees to use best efforts to operate and manage the Project so as to maximize residual receipts therefrom using residual receipts to the maximum extent permitted to fund social services program for Project residents.

5.8 Reimbursement of City Costs. City will be reimbursed \$50,000 for its administrative and project delivery costs and a onetime payment of up to \$50,000 of documented third party costs associated with the creation and implementation of this Agreement. The City shall submit one invoice with all of its costs to the Developer within 30 days prior to the Phase III construction loan closing. The payment shall be made by the Title company from the escrow closing proceed

5.9 Development Schedule (9% Tax Credit Scenario). Developer shall commence and complete plan development and construction of the Project and shall satisfy all other obligations of Developer under this Agreement within the time periods set forth herein and as described in the attached Development and Performance Schedule attached as **Exhibit H** hereto and incorporated herein by this reference, as such time periods may be extended upon the mutual written consent of the Parties. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer shall commence construction of the Project within thirty (30) days of issuance of building permits, but in any event no later than the later of: (i) December 15, 2016, or (ii) the latest date as may be permitted by TCAC following the award of a second round 2016 award of tax credits. Developer shall diligently prosecute to completion the construction of the Project in order to allow City to issue a final certificate of occupancy in no event later than eighteen (18) months from the commencement of construction or such earlier date as may be required by TCAC. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.9 and **Exhibit H** shall be an Event of Developer Default hereunder.

5.10 Rights of Access. For the purpose of ensuring that the Project is developed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Phase III Property to inspect the Project following forty-eight (48) hours written notice, including without limitation inspection for labor standards compliance monitoring as described in Section 5.17 (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Developer shall have the right to accompany any City representative performing an inspection of the Project.

5.11 City Disclaimer. Developer acknowledges that City shall have the right to monitor, review, or inspect the progress of construction or the operation of the Project. Notwithstanding such right, Developer and all third parties shall rely on its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Except as completed as part of the City's plan review and permitting process through the Building or Public Works Departments, a review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Improvements or otherwise.

5.12 Construction Plans. Prior to commencement of Project construction, Developer shall submit to City's Building Department detailed construction plans for the development of the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and as detailed in the approved Design Review documents (**Exhibit I**) and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City. Provided that the Construction Plans are consistent with the requirements of this Agreement, approval of the Construction Plans by City staff shall be deemed approval thereof by City.

5.13 Construction Pursuant to Plans. Developer shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to construction of the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental entity having jurisdiction over the Phase III Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental entity having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.14 Changes in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to City in accordance with its standard review process. Approval of changes to the

Construction Plans by City shall be deemed approval thereof by City. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.15 Defects in Plans. City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Subject to the last sentence of this Section 5.14, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion and shall be assumed by any successor to Developer's interest in this Agreement. It is further agreed that City shall not waive any rights against Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising due to the gross negligence or willful misconduct of the Indemnitees. Developer's indemnification obligations set forth in this Section shall not apply to any Construction Plans that are not used by or on behalf of Developer or any entity affiliated with Developer, including without limitation, an entity controlled by or under common control with Developer. In addition, if City uses any of the Construction Plans (or permits a third party to use such Construction Plans), City agrees to release Developer from liability for Claims arising in connection with such use except to the extent any such Claim arises from the gross negligence or willful misconduct of Developer or Developer's employees, agents or representatives.

5.16 Certificate of Completion for Project. Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy by the City and the written request of Developer, the City will provide an instrument ("**Certificate of Completion**") so certifying, provided that at the time such certificate is requested all applicable components of the Project have been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the development of the Phase III Property.

The Certificate of Completion shall be issued substantially in the form attached hereto as **Exhibit K** and incorporated herein by reference, and, at Developer's option, shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Developer's obligations pursuant to the Regulatory Agreement.

5.17 Equal Opportunity. During the construction of the Project, there shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and Developer shall direct its contractors and

subcontractors to refrain from discrimination on such basis. Developer shall satisfy all Federal, State and City requirements in regard to Equal Opportunity including but not limited to noticing, program development and reporting. Developer will notify City in a timely manner of any Equal Opportunity issues arising during the development and operation of the Project.

5.18 Prevailing Wage Requirements. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.*, the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the Project (“**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. Developer, at its own expense, shall prepare and obtain approval from the City of a plan for monitoring, enforcing and reporting on the payment of prevailing wages. This plan shall describe penalties, approved by the City, for the Contractor if it fails to implement said plan and to satisfy on a timely basis the reporting requirements included in said plan.

Subject to the last sentence of this paragraph, Developer shall indemnify, defend (with counsel approved by City) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer’s deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section 5.17 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be assumed by any successor to Developer’s interest in this Agreement. Developer’s indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of one or more of the Indemnitees. Developer’s indemnification obligations set forth in this Section shall only apply to work performed by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer.

5.19 Compliance with Laws. In connection with development and construction of the Project, Developer shall comply, and shall cause its contractors to comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, contract compliance and reporting requirements, applicable provisions of the California Public Contracts Code (if any),

the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 5.18 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

5.20 Liens and Stop Notices. Until the expiration of the term of the Regulatory Agreement, if a claim of a lien or stop notice is given or recorded affecting the Project or the Phase III Property, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged. The provisions of this Section 5.19 shall apply from and after Developer's acquisition of the leasehold interest in the Phase III Property.

5.21 Right of City to Satisfy Liens on the Phase III Property. If Developer fails to satisfy or discharge any lien or stop notice on the Phase III Property pursuant to and within the time period set forth in Section 5.19 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense with prior written notice to Developer. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Phase III Property or the Improvements. The City may (but has no obligation to), with prior written notice to Developer, record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Phase III Property and the Improvements.

5.22 Performance and Payment Bonds. Prior to commencement of construction work on the Project, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the

scheduled cost of construction of the Project. The bonds shall name the City as co-obligee. In lieu of such performance and payment bonds, subject to City's approval of the form and substance thereof, Developer may submit evidence satisfactory to the City of the contractor's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit, pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of the City required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to City. Such evidence must be submitted to City in approvable form in sufficient time to allow for City's review and approval prior to the scheduled construction start date.

5.23 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XII.

ARTICLE VI

[RESERVED]

ARTICLE VII

USE OF THE PHASE III PROPERTY

7.1 Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Phase III Property shall be used for the development and operation of a multi-family residential project for homeless and/or disabled Very Low Income veterans, in accordance with the terms and conditions of this Agreement and the Regulatory Agreement and shall be fully integrated with and operated as a component of Phase 1.

7.2 Maintenance. Developer, at its own expense, shall maintain the Phase III Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Phase I Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Phase III Property or at the Project. Developer shall prevent and/or rectify any physical deterioration of the Phase III Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Phase III Property and the improvements located thereon in good condition and repair. Developer shall provide adequate security for occupants of the Project. The provisions of this Section 7.2 shall apply from and after Developer's acquisition of the Phase

III Property. Developer's obligations under this Section 7.2 may be performed by Developer's property management company.

7.3 Taxes and Assessments. From and after Developer's assumption of the County Lease, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Phase III Property or the Improvements and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Phase III Property or the Improvements; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

7.4 Obligation to Refrain from Discrimination. From and after Developer's acquisition of the Phase III Property, Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Phase III Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Phase III Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Phase III Property or the Improvements or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Phase III Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants,

lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

Additionally, City reserves the right to require other mandatory contract language necessary to satisfy existing Federal, State and Local requirements.

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Change Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project on the Phase III Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of Developer’s interest in the Phase III Property, the Project, the Improvements, or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. (The provisions concerning Transfer of the Phase III Property, the Project and the Improvements shall apply commencing upon Developer’s assumption of the County Lease. Any such attempt to assign this Agreement without the City’s consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Phase III Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; or (iv) assignments creating security interests for the purpose of financing construction or permanent financing of the Project or the Phase III Property in accordance with the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article VII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; transfer to a 501(c)(3) California nonprofit corporation.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Improvements, the Phase III Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i) through (iv) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete construction of the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Improvements, the Phase III Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the Regulatory Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If a proposed Transfer has not been approved by City in writing within thirty (30) days following City's receipt of written request by Developer, it shall be deemed rejected.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Developer Default hereunder entitling City to terminate this Agreement if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Phase III Property prior to the City's issuance of a Certificate of Completion. This Section 8.5.2 shall not apply to Transfers described in clauses (i) through (vi) of Section 8.3.

ARTICLE IX

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Phase III Property or the Improvements only for the purpose of securing loans for the purpose of the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Phase III Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Chief Executive officer or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Memorandum and Regulatory Agreement to be Senior to Mortgages. The City agrees that pursuant to Health and Safety Code Section 33334.14(a)(4), City will not withhold consent to reasonable requests for subordination of the Regulatory Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default consistent with the requirements of Health and Safety Code Section 33334.14(a)(4).

9.3 Holder Not Obligated to Construct. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Phase III Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.4 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Phase III Property or the Improvements, or other property of Developer, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by and additional sixty (60) days. In the event that possession of the Phase III Property or the Improvements (or any portion thereof), or other property of Developer, is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, or other property of Developer, as applicable, within sixty (60) days after receipt of the City's notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or

protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

9.5 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Phase III Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum.

9.6 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property or the Improvements, or other property of Developer, as applicable.

9.7 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.8 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

ENVIRONMENTAL MATTERS

10.1 No City Liability; Developer's Covenants. City shall be not responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials existing or occurring in, on, under or about the Improvements, the Phase III Property or any portion thereof. From and after Developer's assumption of the County Lease, upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Improvements, the Phase III Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of

such Hazardous Materials within such deadlines as specified by applicable Environmental Laws. Developer hereby covenants and agrees that commencing upon Developer's acquisition of its interests in the Phase III Property:

(i) Developer shall not knowingly permit the Project or the Phase III Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Project or the Phase III Property with the exception of cleaning supplies and other materials customarily used in construction, operation or maintenance of residential property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Hazardous Materials Laws, and

(ii) Developer shall keep and maintain the Project and the Phase III Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Phase III Property or any portion of either to be in violation of, any Hazardous Materials Laws.

10.2 Environmental Indemnification. Subject to the last sentence of this Section 10.2, commencing upon execution of the Assignment of Lease, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws or the covenants set forth in Section 10.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 10.2 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. Except for any Claims caused by sole negligence of the Developer or its agents, Developer's indemnification obligations set forth in this Section shall not apply to Claims regarding the Phase III Property arising out of or occurring prior to Developer's acquisition of the Phase III Property.

10.2.1 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 8.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Phase III Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations. It is further agreed that City

does not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

10.3 Hazardous Materials. As used herein, the term “**Hazardous Materials**” means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a “hazardous substance”, “hazardous material”, “hazardous waste”, “toxic waste”, “toxic pollutant”, “toxic substance”, “solid waste” or “pollutant or contaminant” in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any “Superfund” or “Superlien” law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products. Hazardous Materials shall not include any materials routinely used in the construction or operations of multifamily housing in accordance with all applicable laws and regulations.

10.4 Environmental Laws. As used herein, the term “**Environmental Laws**” means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C.

Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE XI

DEFAULTS, REMEDIES AND TERMINATION

11.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer (“**Event of Developer Default**”):

(a) Subject to force majeure, the availability of financing and City’s issuance of permits and approvals, Developer fails to commence or complete construction of the Project within the times set forth in Section 5.8, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more;

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(c) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days;

(d) Subject to Developer’s right to contest the following charges pursuant to Section 7.3, if Developer fails to pay prior to delinquency taxes or assessments due on the Phase III Property or the Project or fails to pay when due any other charge that may result in a lien on the Phase III Property or the Project, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(e) Following Developer’s acquisition of the Phase III Property, a default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Phase III Property, the Improvements, or Developer’s interest therein, and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer’s request for City Funds proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City and

Developer fails to cure such default within sixty (60) days after the date upon which City shall have given written notice of the default to Developer;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Developer (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(i) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property or the Improvements, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(k) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(l) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 11.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or ninety (90) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within sixty (60) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) days after receipt of notice of the default.

11.2 City Default. An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30)

days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

11.3 City's Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

11.4 City's Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

- (a) Seek specific performance to enforce the terms of the City Documents;
- (b) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City's rights thereunder.
- (c) Terminate this Agreement and cause a reversion of the City's lease assignment back to the City or an assignment of the lease to a qualified developer of affordable housing

11.5 Developer's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

11.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

11.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE XII

INDEMNITY AND INSURANCE

12.1 Indemnity. Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees, except third party contractors and consultants, harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Phase III Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section 12.1 shall not extend to Claims arising from the gross negligence or willful misconduct of, or to any breach of a warranty or representation of this Agreement by, one or more Indemnitees. The provisions of this Section 12.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that City will not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

12.2 Liability and Workers' Compensation Insurance.

(a) Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Until issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Developer and any contractor with whom Developer has contracted for the performance of work on the Phase III Property or otherwise pursuant to this Agreement carries workers' compensation insurance in an amount not less than One Million Dollars (\$1,000,000). Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of a Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. Such insurance shall include coverage for risks of direct physical loss or damage, excluding the perils of earthquake, flood, and earth movement.

(d) Upon completion of construction, Developer shall maintain property insurance covering all risks of loss (other than earthquake and flood) for one hundred percent (100%) of the replacement value of the Project with deductible no greater than Ten Thousand Dollars (\$10,000), naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payees as their interests may appear.

(f) Prior to commencement of construction work, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and such additional insured status. The Developer shall notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within twenty-one (21) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. Any insurance policies, except for the workers' compensation insurance, shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement, except as identified in the Financing Plan. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

13.2 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City: City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attention: City Manager [or designee]
 Facsimile: (916) 851-8787

Developer: Mercy Housing California
 2512 River Plaza Drive, Suite 200
 Sacramento, CA 95833 Attn: Stephan Daues
 Facsimile: (916) 414-4490

13.4 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

13.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

13.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

13.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.14, 5.17, 5.18, 10.2, 12.1, 13.1 and 13.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.

13.8 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

13.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such

matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

13.10 Entire Agreement. This Agreement, including Exhibits A through J attached hereto and incorporated herein by this reference, together with other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

13.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

13.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

13.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

13.15 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

13.16 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

13.17 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior

Court of Sacramento County, California or in the Federal District Court for the Eastern District of California.

13.18 General Indemnification. Developer shall indemnify, defend (with counsel approved by City) and hold harmless Indemnitees from all Claims (including without limitation, reasonable attorneys' fees) arising in connection with any claim, action or proceeding to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Project or this Agreement. The City will promptly notify Developer of any such claim, action or proceeding, and will cooperate fully in the defense. The City may participate in the defense of any such claim, action or proceeding, and if the City chooses to do so, Developer shall reimburse City for reasonable attorneys' fees and expenses incurred. Developer's indemnification obligation hereunder shall not apply to any gross negligence or willful misconduct of an Indemnitee.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

THE CITY OF RANCHO CORDOVA, a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____,
City Clerk

APPROVED AS TO FORM:

By: _____,
City Attorney

DEVELOPER

Mercy Housing California, a 501(c)(3) California nonprofit corporation

By: _____

Name: _____

Title: _____

Exhibit A
CITY – COUNTY LEASE AGREEMENT

Exhibit B
ASSIGNMENT AND ASSUMPTION AGREEMENT

Exhibit C
**PRELIMINARY TITLE REPORT AND
LEGAL DESCRIPTION OF PROPERTY**

Exhibit D
RESERVED

Exhibit E
RESERVED

Exhibit F
**FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

Exhibit G
FORM OF MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

Exhibit H
DEVELOPMENT AND PERFORMANCE SCHEDULE

Exhibit I
APPROVED PLANS PER DESIGN REVIEW

Exhibit J
FINANCING PLAN

Exhibit K
FORM OF CERTIFICATE OF COMPLETION

2234982.1

EXHIBIT A

COUNTY LEASE

&

AMENDMENT 1 AND 2 TO THE COUNTY LEASE

Revenue File No: 00XXX

LEASE AGREEMENT

APN 067-0010-099

Between: COUNTY OF SACRAMENTO

and

CITY OF RANCHO CORDOVA

Effective: 6/25, 2013

TABLE OF CONTENTS

RECITALS

ARTICLES

ARTICLE 1	PREMISES
ARTICLE 2	TERM
ARTICLE 3	RENT
ARTICLE 4	ENTITLEMENTS
ARTICLE 5	USE OF THE LEASED PREMISES
ARTICLE 6	NET LEASE
ARTICLE 7	CONSTRUCTION AND MAINTENANCE
ARTICLE 8	UTILITIES
ARTICLE 9	HAZARDOUS SUBSTANCES
ARTICLE 10	INSURANCE & INDEMNIFICATION
ARTICLE 11	TERMINATION AND REMEDIES
ARTICLE 12	OTHER REQUIREMENTS
ARTICLE 13	GENERAL

SIGNATURE PAGE

EXHIBITS

EXHIBIT "A"	PROPERTY
EXHIBIT "B"	PREMISES
EXHIBIT "C"	PHASING PLAN
EXHIBIT "D"	SITE PLAN

EXHIBIT "E" AIR FORCE CONVEYANCE DOCUMENTS

EXHIBIT "F" FORM OF BILL OF SALE

LEASE AGREEMENT

**3611 BLECKELY STREET
MATHER, CALIFORNIA 95655**

THIS LEASE AGREEMENT ("Agreement"), dated as of this 25th day of June, 2013, is made between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (hereinafter the "LESSOR" or "COUNTY") and **City of Rancho Cordova**, (hereinafter the "CITY" or "LESSEE"), with reference to the following facts: COUNTY and CITY are referred to hereinafter individually as a "Party" and collectively as the "Parties".

RECITALS

A. COUNTY is the owner of that certain parcel of real property (the "Property") located at 3611 Bleckely Street, Mather, California 95655, also known as Assessor's Parcel Number ("APN") 067-0010-099, and more particularly described in Exhibit "A" attached hereto; and

B. The Premises (defined in Article 1 hereof) is part of the property conveyed by the United States Air Force ("Air Force") to the COUNTY, which was formerly part of Mather Air Force Base. The Property is subject to covenants, conditions, restrictions and other limitations as set out in the "Economic Development Conveyance Agreement," as amended, between the Air Force and the COUNTY and the Quitclaim Deed by which the Air Force conveyed the Property to COUNTY (collectively, "Air Force Conveyance Documents"), recorded in the Office of the County Recorder for the County of Sacramento in Book 20130503 at Page 1295; The Air Force Conveyance Documents are attached hereto as Exhibit "E"; and

C. CITY expressly acknowledges that groundwater contamination is currently present underneath or near the former Mather Air Force Base. The contaminated groundwater is due to the presence of hazardous materials, including volatile organic compounds and ammonium perchlorate, caused by persons or entities other than COUNTY, which is the subject of ongoing investigation and monitoring. The United States Department of the Air Force is cleaning up a portion of the groundwater contamination in the region under the supervision of the State of California Department of Toxic Substances Control and the Central Valley Regional Water Quality Control Board and the United States Environmental Protection Agency. In addition, the Boeing Company and Aerojet-General Corporation are installing monitoring wells in the region pursuant to Cleanup and Abatement Order No. 97-093 issued by the Regional Board to the Boeing Company and Aerojet General Corporation to investigate the extent of ammonium perchlorate emanating from the Inactive Rancho Cordova Test Site, east of the former Mather Air Force Base. CITY further expressly acknowledges that this groundwater contamination has forced the closure of water supply wells at the former Mather Air Force Base, may threaten closure of more wells at the former Mather Air Force Base and may restrict the COUNTY's ability to install new or replacement water supply wells on or near the former Mather Air Force Base to supply the Premises and the former Mather Air Force Base with

potable water. The former Mather Air Force Base is located within the service area of Zone 41 of the Sacramento County Water Agency. Zone 41 of the Sacramento County Water Agency is responsible for and committed to providing a long-term potable water supply to the former Mather Air Force Base. Drinking water wells on the former Mather Air Force Base are tested for contaminants as required by the State of California Department of Health Services and the California Environmental Protection Agency. The most current information and reports regarding potable water supply at the former Mather Air Force Base are available by contacting the Water Resources Department of the County of Sacramento Public Works Agency at 10151 Florin Road, Sacramento, CA 95829. The telephone number is (916) 875-6947. The most current information and reports regarding groundwater contamination at the former Mather Air Force Base are available by contacting URS at 3411 Olson Street, McClellan, CA 95652 Attn: Bill Hues, (916) 997-1564; and

D. CITY is a municipal corporation with its principal place of business at 2729 Prospect Park Drive, Rancho Cordova, California 95670; and

E. CITY desires to lease the Premises (defined below) from COUNTY for multifamily residential use on the terms hereinafter set forth. Following execution of this Agreement, CITY intends to assign its interest in this Agreement to a limited partnership affiliated with Mercy Housing, Inc., a Nebraska nonprofit corporation ("Mercy Housing") for the purposes of construction, developing and operating a low income housing project with related services for disabled veterans (the "Project"); and

F. COUNTY is, therefore, willing to lease the Premises to CITY upon the promises, terms, conditions and covenants set forth herein below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

INCORPORATION OF RECITALS. The foregoing recitals are true and correct and hereby incorporated by reference.

ARTICLE 1 PREMISES

- 1.1 **PREMISES.** In consideration of the following covenants and other good and valuable consideration hereinafter contained, the COUNTY does hereby lease to CITY and CITY does hereby lease from COUNTY the following described portion of the Property: a mutually agreed area of approximately 3.69 acres of land ("Premises" or "Leased Premises") located at 3611 Bleckely Street, Mather, California 95655, being APN 067-0010-099, as more particularly shown on Exhibit "B", attached hereto and made a part hereof by reference.

- 1.2 EXISTING BUILDING.** The Premises includes an existing two-story, 24,093 square foot building commonly known as the Mather Infirmary ("Building 1770"), a small shed, and a small building containing mechanical equipment (collectively, the "Structures") more particularly identified in Exhibit "D", attached hereto and made a part hereof by reference. The Parties hereby agree to treat the Structures as personal property and that COUNTY shall transfer ownership of the Structures to CITY via Bill of Sale, which is attached hereto as Exhibit "F". CITY shall not be required to provide any consideration for the conveyance of any of the Structures, including Building 1770, other than that provided for in this Lease, as described in Section 3.1, below. CITY shall accept ownership of the Structures without warranty or recourse against COUNTY for the condition thereof which CITY accepts 'as is'. COUNTY shall continue to own the land underneath the Structures.
- 1.3 PRIORITY OF CONVEYANCE DOCUMENTS.** This Agreement is subject to all terms, conditions and restrictions contained in the Air Force Conveyance Documents. Various governmental agencies exercise jurisdiction over the Premises, and CITY shall comply with their lawful requirements. CITY acknowledges that it has received, reviewed, understands and agrees to comply with all covenants, conditions, restrictions and other limitations as set forth in Exhibit "E".

ARTICLE 2 TERM

- 2.1 TERM COMMENCEMENT.** The term of this Agreement (the "Term") commences on the date of mutual execution of this Agreement (the "Commencement Date").
- 2.2 EXPIRATION.** Unless sooner terminated as herein provided, the Term expires and ends at 11:59 PM, local time, on the last day of the calendar month which completes Ninety Nine (99) full years from the Commencement Date (the "Expiration Date").
- 2.3 HOLDOVER.** In the event CITY remains in possession of the Premises after the expiration of the Term, then this Agreement will remain in effect upon the same terms and conditions as a month-to-month tenancy. Either Party hereto may terminate the tenancy following expiration of the Term by giving a thirty (30) day written notice.

ARTICLE 3 RENT

- 3.1 NO RENT; OTHER CONSIDERATION.** City leases the Premises free of any obligation to pay rent under this Agreement. Instead of paying rent, it is mutually agreed that CITY, its contractors or assignees shall demolish or remediate, in CITY's discretion, the Structures located on the Premises. CITY also agrees to provide landscaping maintenance on the Premises.

ARTICLE 4 ENTITLEMENTS

- 4.1 ENTITLEMENTS IN GENERAL.** CITY shall, at no cost to the County, obtain all necessary local land use entitlements, building permits, and other City, County, State or Federal permits legally required for its use of the Premises under this Agreement. This Agreement is not a waiver of any requirement, fee, or procedure required to obtain any such entitlement or permits. City intends to develop the Premises in three (3) or more phases, as depicted on Exhibit "C," attached hereto and made a part hereof by this reference. Phase One shall consist of the ground floor of Building 1770 and new housing along the western boundary of the Premises. This Agreement will, unless otherwise extended, be automatically terminated without liability to COUNTY if CITY fails to obtain each entitlement, permit or approval required for the installation of its improvements for Phase One within three (3) years of the Commencement Date. Such automatic termination shall also include CITY'S obligation to sell Building 1770 back to COUNTY for \$10.00. COUNTY shall cooperate with and assist CITY in every reasonable way in CITY's efforts to obtain all governmental consents, entitlements, approvals, permits or variances which may be required for construction, development and use of the Premises, including COUNTY's joinder in any application for any such consent, entitlement, approval, permit or variance where joinder therein by the owner of the Property is required by law.

CITY and COUNTY each recognize that in order to provide for the orderly development of the Project and the overall management and operation of the improvements, it may be necessary, desirable or required that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated over or within portions of the Property. COUNTY agrees that it will, upon request of CITY, join with CITY in executing and delivering such documents, from time-to-time, and throughout the term of this Agreement as may be appropriate, necessary or required by governmental agencies and public utility companies for the purpose of granting such easements and dedications. County shall not unreasonably withhold its consent to such easements, dedications and similar rights necessary to the Project. All costs and expenses incurred by COUNTY in connection therewith shall be reimbursed to COUNTY by CITY promptly upon written demand therefor by COUNTY.

ARTICLE 5 USE OF LEASED PREMISES

- 5.1 USE OF LEASED PREMISES.** The CITY shall only use the Leased Premises for the construction, operation, and maintenance of the Mather Veteran's Village residential housing project and supportive services ("Project"). Phase One of the Project includes approximately 45,000 square feet of building or buildings, Phase Two includes approximately 42,000 Square feet of buildings with Phase Three still evolving (collectively, "CITY Facilities") and is limited to the scope of work contained within CITY's plans as more particularly described in Exhibit "D". If CITY ceases to use the Premises for the Project for a period of two years or more, prior to issuance of a Notice of Completion for Phase One, COUNTY reserves the right to terminate this Lease pursuant to Article 11, below. In connection with CITY's construction

and use of the CITY Facilities, CITY has the right to do all work necessary to construct, develop, operate and maintain the Premises for CITY its permitted use. All of CITY's construction work shall be performed at CITY's sole cost and expense and in a good and workmanlike manner subject to COUNTY'S approval which shall not be unreasonably withheld, conditioned or delayed. CITY shall make no other use of the Leased Premises without the prior written approval of COUNTY.

- 5.2 TESTS AND CONSTRUCTION.** CITY and CITY's contractors and subcontractors have the right at any time following full execution of this Agreement to enter upon the Premises for the purpose of making necessary engineering surveys, inspections, other reasonably necessary tests, and for the purpose of constructing the CITY Facilities; provided, however, all such tests and construction shall be at CITY's sole cost and expense. Any such testing shall be done with prior coordination of the appropriate COUNTY representative. At its own expense, CITY shall restore to its prior condition any disturbance to the Premises resulting from any of the above-described tests.
- 5.3 REGULATORY COMPLIANCE.** CITY shall use the Premises strictly in accordance with the terms of this Agreement. At all times, CITY's use of the Premises shall be lawful and in compliance with all applicable governmental requirements and regulations. Throughout the Term of this Agreement, CITY shall provide COUNTY with a current copy of all permits and licenses authorizing CITY to operate the City Facilities at the Premises.
- 5.4 ACCESS.** CITY shall access the Premises using the public roadway serving the Property.

ARTICLE 6 NET LEASE

- 6.1 NET LEASE.** This lease shall be without cost to COUNTY for any utilities, service payments, maintenance or improvement of the Leased Premises. CITY shall be responsible at CITY's sole cost and expense for payment of all charges for electric power, water, storm water, sewer, garbage, waste removal, and any other charges in connection with the use of said Premises. Where feasible, CITY shall install or cause to be installed separate sub-meters for such utilities and charges thereto including separate billing.

ARTICLE 7 CONSTRUCTION AND MAINTENANCE

7.1 CONSTRUCTION OF CITY'S FACILITIES

- A. Location and Plans.** The location of the CITY Facilities to be constructed by CITY pursuant to this Agreement shall be as described in Exhibit "D", attached hereto and incorporated herein. Construction of the CITY Facilities on the Premises shall be in accordance with detailed plans and specifications which shall be prepared by CITY and shall be subject to COUNTY'S prior written approval before initiating construction and installation, such approval not to be unreasonably withheld, conditioned or delayed.

- B. **Repair of Damage to Premises.** Any damage to the Premises caused by CITY during construction of the CITY Facilities shall be promptly repaired by CITY. Damaged areas shall be restored to their previous condition as reasonably determined by COUNTY. CITY shall be responsible for the removal of all garbage and refuse generated by its construction or maintenance activities.
- C. **"As-Built" Documents.** CITY shall provide to COUNTY a complete set of "as-built" documents for all work, including the location of all utility installations, of the general contractor and all of its subcontractors as performed during the CITY Facilities construction process. This set of as-built documents shall be provided to the County Economic Development Division in a condition and format reasonably acceptable to COUNTY and shall be submitted prior to CITY's operation of its facilities on the Premises.

ARTICLE 8 UTILITIES

- 8.1 **UTILITIES.** Subject to the requirements of the providers or those entitled to provide utility service to the Premises, and the reasonable approval of COUNTY, and at CITY's sole expense, CITY may reasonably improve the utilities upon the Premises to a level consistent with development and operation of the Project. COUNTY agrees to reasonably cooperate with CITY in the granting of licenses and easements to a third party utility company limited strictly to providing utility service to the Premises for CITY's uses as defined by this Agreement. Said license and/or easement shall be in a form reasonably acceptable to COUNTY and for a defined period of time. Any accommodation by COUNTY in so cooperating with CITY shall not be deemed to create, convey, or establish any property right in CITY or any other entity whatsoever concerning the Property, and is a mere license and/or easement for the stated purpose personal to CITY or any third party utility provider. CITY shall be financially responsible for all of its utility service costs and shall establish in its own name a separate account billed directly to CITY for that purpose. If permitted by appropriate utility service, CITY, at its sole expense, shall establish a separate electrical meter on the Premises, and shall pay directly for all of CITY's electrical service on the Premises. CITY shall not sell or re-meter utility services on the Premises to any other entity.

ARTICLE 9 HAZARDOUS SUBSTANCES

- 9.1 **REGULATORY COMPLIANCE.** Except for those substances that are typically used in the construction, development, operation, and maintenance of multifamily residential apartment complexes and related facilities, CITY shall not bring to, transport across, or dispose of any hazardous substances on the Premises or Property, except that CITY may transport hazardous substances across the Premises if necessary to remove existing hazardous substances from the Premises. For purposes of this Agreement, the term "hazardous substances" is intended and understood to include petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical

or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

- 9.2 **THIRD PARTY.** Except as set forth in Recital C of this Agreement, COUNTY represents, warrants and agrees: (i) that neither COUNTY nor, to COUNTY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation; and (ii) that COUNTY will not, and will not permit any third party to use, generate, store or dispose of any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation. The term "to the best of COUNTY's knowledge" does not mean that COUNTY has conducted an investigation into matters outside of the immediate custody or control of the COUNTY.

ARTICLE 10 INSURANCE & INDEMNIFICATION

10.1 INSURANCE REQUIREMENTS.

- A. CITY agrees that it shall, during the full term of this Agreement, and at its own expense, keep its owned buildings, contents, structural and non-structural improvements and personal property located on the leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. CITY does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against COUNTY on account of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of COUNTY.
- B. CITY or its contractors shall, at their own cost, procure, maintain, and keep in force at all times during the construction of CITY's Facilities until the completion of the Project as stated in the Common Policy Conditions of the Builders Risk policy, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the CITY's leased Facilities and owned buildings, which shall include the cost of materials and the cost of labor to install materials. Coverage shall be on an all risk basis including flood. The COUNTY and the CITY waive all rights against each other for loss or damage to the extent reimbursed by Builders' Risk insurance or any other property or equipment insurance applicable to the construction of CITY's Facilities, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
- C. CITY shall maintain Commercial General Liability Insurance covering the leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000)

combined single limit per occurrence for injury or property damage. CITY shall name the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees, and volunteers as an additional insured on CITY's liability insurance policy and such policy shall be endorsed to show that CITY's liability insurance policy is primary.

- D. CITY shall maintain Environmental Impact/Pollution Liability coverage at the leased Premises with limits not less than -Two Million Dollars (\$2,000,000) per claim and aggregate covering unknown pollution or contamination. If commercially permissible, CITY's Environmental Impact/Pollution Liability shall name the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees and volunteers as an additional insured with primary coverage.
- E. CITY and its contractors shall maintain Commercial Automobile Liability coverage form CA0001 or as broad as. Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If symbol 1 is not commercially available, symbols 7, 8, and 9 may be used. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. Commercial Automobile Liability for Corporate/business owned including non-owned and hired \$2,000,000 Combined Single Limit or \$1,000,000 CSL with \$1,000,000 Commercial Excess (Umbrella). [
- F. CITY and its contractors shall maintain Workers' Compensation; Statutory requirements of the State of California and Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury or disease. CITY, and its contractors shall have the Workers' Compensation policy endorsed to state that the Workers' Compensation carrier waives its rights of subrogation against the COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers which might arise by reason of payment under such policy in connection with performance under this Agreement by the CITY.
- G. CITY, and its contractors shall insure its own mobile, scheduled or contractor's equipment used in the performance of this Agreement.
- H. INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine Insurance policies maintained by the CITY, or its contractors in the performance of this Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers.
- I. MAINTENANCE OF INSURANCE: CITY shall furnish a certificate substantiating the fact that CITY and its contractors have taken out the insurance herein set forth for the period covered by the lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-: VII (or carrier(s) approved by COUNTY Risk Manager). CITY is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CITY shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure

to maintain required insurance in force shall be considered a material breach of the Agreement.

- J. The certificate of insurance shall be filed with the Internal Services Agency, Real Estate Division, upon mutual execution of this Agreement.
- K. CITY shall provide COUNTY written notice within thirty (30) days of any cancellation, termination, or lapse of any of the insurance coverage. In the event CITY does not have the required certificates of insurance and/or binders evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement shall be terminated at the discretion of the COUNTY following thirty (30) days' written notice from COUNTY to CITY and subject to Article 11 hereof.

- 10.2 INDEMNIFICATION.** CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the leased Premises caused by a wrongful or negligent act or omission of CITY or anyone directly employed by CITY, its officers, directors, members, agents, contractors, sub-contractors, consultants, invitees, guests, or tenants, except and in proportion to the extent caused by the sole negligence or willful misconduct of COUNTY, its officers, directors, employees, agents or volunteers. This indemnification shall survive the termination or expiration of the Agreement with respect to any injuries or damage alleged to have been sustained during the life of the Agreement.

Additionally, CITY agrees to release COUNTY from any assertion of demands, claims, actions, liabilities, losses, damages, or costs, including reasonable attorneys' fees, arising out of, resulting from or relating to the groundwater contamination disclosed in Recital C, above.

ARTICLE 11

TERMINATION AND REMEDIES, MORTGAGEE PROTECTION

- 11.1 EARLY TERMINATION BY COUNTY FOR CAUSE.** COUNTY has the right to terminate this Agreement before the expiration of the Term should CITY default in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within sixty (60) calendar days following written notice thereof from COUNTY, or such longer period of time as is reasonably necessary if such default is of a nature that a cure cannot be completed within sixty (60) days, so long as CITY has commenced to cure such default within the initial sixty (60) day period and is diligently prosecuting such cure to completion. Said termination shall be effective upon receipt of COUNTY's written notice of early termination for cause by CITY, subject to Section 11.4 below. COUNTY shall not be responsible for any cost to or expense of CITY resulting from said early termination for cause.

11.2 EARLY TERMINATION BY CITY.

- A. Subject to Section 11.4 below, CITY shall have the option to terminate this Agreement, which termination shall not be effective until after the second (2nd) year of the Term, by giving written notice of that intention and identifying the early termination date to COUNTY at least sixty (60) days prior thereto. Such early termination by CITY shall not constitute a breach of this Agreement.
- B. Subject to Section 11.4 below, CITY has the right to terminate this Agreement before the expiration of the Term in the event of any material default by COUNTY in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within sixty (60) calendar days following notice thereof from CITY. Said termination shall be effective upon receipt of CITY's written notice of early termination for cause by COUNTY. CITY shall not be responsible for any cost to or expense of COUNTY resulting from said early termination for cause.

11.3 COUNTY'S REMEDIES.

- A. The remedies set forth in this section shall be in addition to all other remedies that COUNTY may have in the event of breach of this Agreement by CITY, and, subject to Section 11.4 below, nothing herein contained shall be construed to limit COUNTY's right to pursue the same, whether in law or in equity.
- B. In the event that CITY breaches this Agreement and abandons the property before the end of the Term hereof, or if CITY's right to possession is terminated by COUNTY because of a breach of this Agreement, this Agreement terminates. Upon such termination, the COUNTY may recover from CITY:

Any amount necessary to compensate COUNTY for all the detriment proximately caused by CITY's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.

- C. Efforts by COUNTY to mitigate the damages caused by CITY's breach of this Agreement do not waive COUNTY's right to recover damages pursuant to Section 1951.2 and this section.
- D. Nothing in this section affects the right of COUNTY under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.
- E. Notwithstanding the foregoing, in the event of CITY's breach of this Agreement and abandonment of the Premises, pursuant to Section 1951.4 of the California Civil Code, COUNTY may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies hereunder against CITY.

11.4 MORTGAGEE PROTECTION PROVISIONS

A. Leasehold Mortgage Authorized. CITY may mortgage or otherwise encumber CITY's leasehold estate to an institutional investor (as hereinafter defined) under one or more leasehold mortgage(s) and assign this Agreement as security for such mortgage(s). Any mortgage(s) shall affect only CITY's leasehold estate and shall be subject to all of the terms and provisions of this Lease. COUNTY's fee interest shall not be encumbered or subordinated to any mortgage.

B. Notice to COUNTY. If CITY mortgages CITY's leasehold estate to an Institutional Investor, and if the holder of such leasehold mortgage provides COUNTY with notice of such leasehold mortgage, together with a true copy of such leasehold mortgage, the note and all other documents relating to such leasehold mortgage, and the name and address of the mortgagee, COUNTY and CITY agree that, following receipt of such notice by COUNTY, the provisions of this Section 11.4 will apply with respect to such leasehold mortgage. In the event of any assignment of a leasehold mortgage or in the event of a change of address of a leasehold mortgagee or of an assignee of such mortgage, notice of the new name and address must be provided to COUNTY. CITY must thereafter also provide COUNTY from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents must be certified as true and correct copies of official records by the Sacramento County Recorder and all nonrecorded documents must be accompanied by a certification by CITY or the mortgagee that such documents are true and correct copies of the originals.

C. Definitions. As used in this Section 11.4:

1. The term "Institutional Investor" means a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance or pension fund, not-for-profit corporation, or governmental entity or agency. The term "institutional investor" shall also include other lenders of substance which perform functions similar to any of the foregoing, and which have assets in excess of Fifty Million Dollars (\$50,000,000) at the time the leasehold mortgage loan is made.

2. The term "Leasehold Mortgage" means a mortgage, deed of trust or other security instrument by which CITY's leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation.

3. The term "Leasehold Mortgagee" or "Mortgagee" means a holder of a leasehold mortgage with respect to which the notice provided for by Section 14.02 has been given and received and as to which the provisions of this Section 11.4 are applicable.

D. Consent of Leasehold Mortgagee Required. Notwithstanding anything to the contrary contained in this Agreement, no cancellation, surrender, amendment, modification or termination (other than a termination due to a breach or default) of this Agreement shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

E. Default Notice. COUNTY, upon providing CITY any notice of default under this Agreement, shall at the same time provide a copy of such notice to the Leasehold Mortgagee and to

CITY's investor limited partner, if CITY's investor limited partner has requested a copy of such notices and has provided COUNTY with an address for service thereof. Notice by COUNTY to CITY shall be deemed to have been duly given even in the absence of notice to the Mortgagee and investor limited partner; provided, however, that the time periods with respect to such Mortgagee and investor limited partner shall not commence until notice is given to such Mortgagee and investor limited partner. From and after such notice has been given to the Leasehold Mortgagee and investor limited partner, such Leasehold Mortgagee or investor limited partner shall have the same period, after the giving of such notice upon it, for remedying any default (or acts or omissions which are the subject matter of such notice) or causing the same to be remedied, as is given CITY after the giving of such notice to CITY, plus in each instance, the additional periods of time specified in Sections 11.4.F and 11.4.G to remedy, commence remedying or cause to be remedied the defaults (or acts or omissions which are the subject matter of such notice) specified in any such notice. COUNTY shall accept such performance by or at the instigation of such Leasehold Mortgagee or investor limited partner as if the same had been done by CITY. CITY authorizes the Leasehold Mortgagee or investor limited partner to take any such action at such Leasehold Mortgagee's or investor limited partner's option and does hereby authorize entry upon the Property and the Premises by the leasehold mortgagee or investor limited partner for such purpose.

F. Notice to Leasehold Mortgagee. If any default occurs which entitles COUNTY to terminate this Agreement, COUNTY may not terminate this Agreement unless, following the expiration of the period of time given CITY to cure such default (or the act or omission which gave rise to such default), COUNTY shall notify the Leasehold Mortgagee of COUNTY's intent to so terminate at least sixty (60) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least one hundred twenty (120) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 11.4.G below shall apply if, during such 60-day or 120-day termination notice period, the Leasehold Mortgagee shall:

1. Notify COUNTY of such leasehold Mortgagee's desire to nullify such notice;
and
2. Pay or cause to be paid all rent, additional rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such 60-day or 120-day period; and
3. Comply, or in good faith, with diligence and continuity, commence to comply, with all nonmonetary requirements of this Agreement then in default and reasonably susceptible of being complied with by such leasehold mortgagee; provided, however, that in the event such Leasehold Mortgagee shall commence foreclosure proceedings within such 120-day period, such Leasehold Mortgagee shall not be required during such 120-day period to cure or commence to cure any default consisting of CITY's failure to satisfy and discharge any lien, charge or encumbrance against the CITY's interest in this Agreement or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.

G. Any notice to be given by COUNTY to a Leasehold Mortgagee pursuant to any provision of this Section 11.4 shall be deemed properly addressed if sent to the Leasehold Mortgagee

who served the notice referred to in Section 11.4.B at the address stated in such notice unless notice of a change of Mortgage ownership has been given to COUNTY pursuant to Section 11.4.B.

H. Mortgagee to Foreclose. If COUNTY shall elect to terminate this Agreement by reason of any default of CITY and the Leasehold Mortgagee shall have proceeded in the manner provided for by Section 11.4.F, the specified date for the termination of this Agreement, as fixed by COUNTY in its termination notice, shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall, during such 6-month period:

1. Pay, or cause to be paid, any rent and any other monetary obligations of CITY under this Agreement as the same become due, and continue its good faith efforts to perform all of CITY's other obligations under this Agreement; and

2. If not enjoined or stayed, take steps to acquire or sell CITY's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

3. If at the end of such 6-month period such Leasehold Mortgagee is diligently complying with this Section 11.4.H, this Agreement shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell CITY's interest in this Agreement by foreclosure of the Leasehold Mortgage, assignment in lieu of foreclosure or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 11.4.H, however, shall be construed to extend this Agreement beyond the original term hereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue foreclosure proceedings, this Agreement shall remain in full force and effect as if CITY had not defaulted under this Agreement.

I. Purchase and Sale. If the Leasehold Mortgagee is complying with Section 11.4.H, upon the acquisition of CITY's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale, assignment in lieu of foreclosure or otherwise, this Agreement shall continue in full force and effect as if CITY had not defaulted under this Agreement, and COUNTY shall recognize such Leasehold Mortgagee as the CITY under this Agreement, subject to the obligation of the Leasehold Mortgagee to comply with this Agreement and cure any defaults which are reasonably susceptible of cure by the Leasehold Mortgagee (except as otherwise provided in the Agreement or in Section 11.4.J below). The purchaser at any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, including such Mortgagee, or the transferee under any instrument of assignment or transfer in lieu of the foreclosure of the Leasehold Mortgage shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the CITY to be performed hereunder from and after the date of such purchase and assignment.

J. Purchaser's/Assignee's Right to Sell. The purchaser or assignee of CITY's leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings, upon acquiring CITY's leasehold estate, may sell and assign the leasehold estate on such terms and to such persons

and organizations as are acceptable to such purchaser or assignee without the consent or approval of COUNTY. Upon such sale or assignment, the transferor shall thereafter be relieved of all obligations under this Agreement if such assignee has delivered to COUNTY its written agreement to be bound by all of the provisions of this Agreement.

K. New Lease. For as long as there is any leasehold mortgage outstanding, in the event this Agreement is terminated for any reason, including, without limitation, a termination or rejection through any bankruptcy proceeding or the Leasehold Mortgagee or the purchaser or assignee of CITY's leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings becomes the legal owner of CITY's estate herein, and upon written request by such party given within sixty (60) days after such termination or acquisition of CITY's estate herein, as applicable, COUNTY shall enter into a new lease of the Premises with the Leasehold Mortgagee, purchaser or assignee for the remainder of the term of this Agreement with the same agreements, covenants, reversionary interests and conditions (except for any requirements which have been fulfilled by CITY prior to termination) as are contained in this Agreement and with priority equal to this Agreement; provided, however, that Leasehold Mortgagee, purchaser or assignee, as applicable, shall promptly commence, and diligently pursue, to cure any defaults by the CITY that are reasonably susceptible to cure by the Leasehold Mortgagee, purchaser or assignee. After such termination and cancellation of this Agreement and prior to the expiration of the period within which the Leasehold Mortgagee, purchaser or assignee may elect to obtain a new lease from COUNTY, COUNTY shall refrain from terminating any existing sublease or otherwise encumbering the Property without the prior written consent of the Leasehold Mortgagee, purchaser or assignee. Any new lease granted to the Leasehold Mortgagee, purchaser or assignee shall be in the form substantially similar to this Agreement and shall enjoy the same priority in time and in right as this Agreement over any lien, encumbrance or other interest created by the COUNTY before or after the date of such new lease and shall vest in the Leasehold Mortgagee, purchaser or assignee all right, title, interest, power and privileges of CITY hereunder in and to the Premises, including, without limitation, the assignment of CITY's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of CITY in the Leasehold Mortgagee, purchaser or assignee. Such new lease shall provide, with respect to each and every permitted sublease which immediately prior to the termination of this Agreement was superior to the lien of the Leasehold Mortgage, that the Leasehold Mortgagee, purchaser or assignee shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of this Agreement, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of this Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee.

If more than one entity claims to be the lender that is entitled to a new lease pursuant to this Article, COUNTY shall enter into such new lease with the Leasehold Mortgagee whose Leasehold Mortgage is prior in time. COUNTY without liability to CITY or any Leasehold Mortgagee with an adverse claim, may rely upon a lender title insurance policy issued by a responsible title insurance company doing business in the state where the Premises is located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such new lease and the Leasehold Mortgagee which executes

the new lease shall indemnify and hold COUNTY harmless against any claims by CITY or any other Leasehold Mortgagee with respect to such determination.

L. No Merger. No merger of CITY's interest in the Premises into COUNTY's interest in the Premises shall result or be deemed to result by reason of ownership of CITY's interest and COUNTY's interest by the same party or by reason of any other circumstances, without the prior written consent of any Leasehold Mortgagees.

ARTICLE 12 OTHER REQUIREMENTS

12.1 ENVIRONMENTAL FINES AND PENALTIES. Notwithstanding the foregoing, CITY shall assume responsibility for and payment of any fines or penalties levied on either the COUNTY or CITY by any applicable local, state or federal authority (hereinafter "Authority") for breaches by CITY of the Authority's environmental regulations. CITY, or City's contractors or assignees, agree to be solely liable for the payment of all fines and penalties resulting from CITY's breach of Authority's environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of COUNTY.

In addition, CITY understands and acknowledges that, during the course of the activities allowed by the Agreement, the environmental regulations implemented or imposed by the Authority on the COUNTY and CITY may change and CITY specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on the COUNTY or CITY to the extent required by law.

The provisions of this Paragraph shall survive the expiration or termination of this Agreement with respect to any breach of an Authority's environmental regulation(s) that occurs during the term of this Agreement.

12.2 COMPLIANCE WITH LAWS. In the prosecution of the work covered by this Agreement, CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, CITY shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against COUNTY, CITY, or City's contractors shall reimburse and indemnify COUNTY for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 12.1 above). CITY further agrees in the event of any such action, upon notice thereof being provided by COUNTY, to defend such action free of cost, charge or expense to COUNTY. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

- a. Stormwater Quality – Prior to commencement of construction of the Project, COUNTY Stormwater Quality staff shall certify the Stormwater Pollution Prevention Plan (SWPPP) which must meet all requirements of the Sacramento County Storm Water Ordinance (Sacramento County Code Section 15.12). The SWPPP must

include all of the components required by the Construction General Permit as well as temporary construction BMPs (Best Management Practices) at the Premises. The County of Sacramento Department of Water Resources (DWR) reserves the right to approve and/or revise the permanent stabilization proposed in the SWPPP. Prior to commencing construction, the certified SWPPP shall be submitted to the California Regional Water Quality Control Board (RWQCB) by the CITY.

City staff with possible third party assistance will monitor construction of the Project for continued compliance with the Sacramento County Storm Water Ordinance. Should CITY, CITY's contractors, agents or assignees receive notice from the COUNTY and/or the RWQCB that a violation has occurred or is imminent, all work other than corrective action related thereto shall be immediately suspended until the corrective action is deemed satisfactory by the COUNTY and/or the RWQCB. Time is of the essence. Failure to comply may result in an immediate suspension of this Agreement until the Project is deemed by the COUNTY and/or the RWQCB to be in compliance. For purposes of this paragraph, the Parties intend that the word "CITY" shall include Rancho Cordova's contractors, agents, or assignees, to the extent that such responsibilities can be and are assigned.

The County Department of Water Resources Stormwater Quality Program Manager, (827 7th Street, Room 301, Sacramento, CA 95814; Phone (916) 874-7156) will be contacted concerning any questions related to this Paragraph.

- 12.3 ENDANGERED SPECIES.** CITY shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting CITY's use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

CITY shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises general vicinity. Elderberry shrubs are host plants for the Valley Elderberry Longhorn Beetle (VELB), listed as Threatened under the federal Endangered Species Act. Therefore, no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service. COUNTY shall notify CITY of all known areas where elderberry shrubs may be located on the Premises as of the Commencement Date.

- 12.4 CULTURAL RESOURCES.** Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of CITY's activities, then work shall be immediately suspended and the Department of Environmental Review and Assessment (hereinafter "DERA") shall be

immediately notified at (916) 874-7914. At that time, DERA will coordinate any necessary investigation with the appropriate specialists as needed. CITY shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

ARTICLE 13 GENERAL

13.1 WRITTEN COMMUNICATIONS AND NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

To LESSOR at:

County of Sacramento
Economic Development Division
Administrator
Attn: Director
700 H Street, Suite 6750
Sacramento, CA 95814
Phone: (916) 874-5220

To CITY at:

City of Rancho Cordova
Attn: Housing Services

2729 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: (916) 851-8784
Fax: (916) 851-8784

With a copy to:
County of Sacramento
Real Estate Division
Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
Phone: (916) 876-6200

or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal as herein provided.

13.2 TAXES, POSSESSORY INTEREST, AND SPECIAL TAXATION.

- A. CITY, shall pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon CITY's interest, as herein may be created; improvements; operations; or right to use of the Premises. CITY shall not be responsible to pay any part of any tax assessment or increase in assessment, or other charges of whatsoever character that

are levied as a result of COUNTY's improvements, operations, or interest in the property described as APN 067-0010-041.

- B. Under this lease a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

C. **CITY's Right to Contest Taxes:**

- (1) CITY shall have the right to contest in its own name, or, to the extent reasonably necessary, in COUNTY's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the Premises and CITY's operations thereon.
- (2) In the event CITY initiates such contest, COUNTY shall reasonably cooperate with CITY, provided that such contest will not subject any part of the Premises to forfeiture or loss; and provided, further, that if CITY contests any assessment made by the Assessor of COUNTY, such contest shall not be initiated in the name of COUNTY, and COUNTY shall not be obligated to cooperate therewith.
- (3) If at any time payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, CITY shall timely pay such tax or assessment to prevent such forfeiture or loss.

13.3 AS-IS LEASE. CITY acknowledges that, except as expressly contained in this Agreement neither COUNTY nor anyone acting for or on behalf of the COUNTY has made any representation, warranty or promise to CITY concerning the physical aspects or condition of the Premises; the feasibility or desirability of the Premises for any particular use; the presence of any other physical aspect of the Premises; and that in entering into the Agreement, CITY has not relied on any representation, statement or warranty of COUNTY or anyone acting for or on behalf of COUNTY, other than as may be expressly contained in this Agreement, and that all matters concerning the Premises shall be independently verified by CITY and that CITY shall lease the Premises on CITY's own examination thereof; and that if CITY elects to lease the Premises, CITY is leasing the Premises in its "as is" condition and its "as is" state of repair as of the Commencement Date.

13.4 RISK OF HAZARDS. CITY shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction other than activities and materials, etc., which are ordinarily conducted or kept to construct, operate and maintain, multifamily residential apartment complexes and related facilities.

13.5 NOTICE OF CLAIMS AND SUIT. COUNTY and CITY shall each give the other prompt and timely written notice of any personal injury or other accident claim for in excess of TEN

THOUSAND AND NO/100ths DOLLARS (\$10,000.00), and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Leased Premises or the operations of CITY hereunder, other than an action for eviction or collection by or against a residential tenant, which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement. Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

13.6 NO LIENS. Subject to CITY's right to contest the same, CITY shall maintain the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on or at the Leased Premises, except as otherwise expressly provided in this Agreement.

13.7 NUISANCE PROHIBITED. CITY shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.

13.8 COUNTY RESERVED RIGHTS.

A. Entry.

- (1) COUNTY reserves the right, without liability to CITY, to enter the Premises for purposes of inspection, surveying and any use not substantially interfering with CITY's use; provided that COUNTY first provides CITY with twenty-four (24) hour notice of COUNTY's intent to enter the Premises, emergencies excepted.
- (2) COUNTY, its officers, agents, and employees shall have the right, without limitation, throughout the term of this Agreement to enter upon the Premises for any lawful purpose, including the purpose of determining whether CITY is complying with its obligations hereunder. Such entry by COUNTY shall not be deemed to excuse CITY's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by COUNTY.

B. COUNTY's Right to Sell. COUNTY shall have the right to sell its fee estate in the Property and assign its interest in this Agreement without limitation, provided, however, that any such sale and any such transferee, successor-in-interest or assignee shall be subject to this Agreement. Upon any such conveyance, COUNTY shall automatically be relieved of any obligations under this Agreement other than those obligations which accrued prior to the date of such conveyance. COUNTY shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Property, provided that CITY shall under no circumstances be required or permitted to enter into a subordination of its leasehold interest to any holder of any such mortgage or deed of trust.

- 13.9 REMOVAL OF PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION.** Upon COUNTY's request, CITY shall, within ninety (90) days of termination or expiration of this Agreement, remove the CITY personal property from the Premises, and shall restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and repair shall be performed by CITY at its sole cost and expense. In the event that the Premises or any portion thereof are damaged by CITY, such damage shall be repaired immediately by CITY at its sole cost and expense. CITY shall be afforded reasonable access to the Premises to complete these tasks.
- 13.10 OWNERSHIP OF LEASEHOLD IMPROVEMENTS.** All improvements or alterations to the Premises made by CITY shall, upon expiration or sooner termination of this Agreement, vest in COUNTY without payment of any further consideration to CITY.
- 13.11 ABANDONED PROPERTY.** Any CITY personal property not removed within ninety (90) days of termination or expiration of this Agreement shall be deemed abandoned property and shall thereupon become the property of COUNTY to be used or disposed of by COUNTY without compensation to CITY. If COUNTY disposes of property abandoned by CITY within one hundred twenty (120) days after being abandoned by CITY, CITY shall compensate COUNTY for the actual costs incurred in disposing of any such abandoned property to the extent disposal costs exceed the amount realized through their disposal, provided such compensation shall not exceed \$300,000.
- 13.12 COUNTY'S RIGHT TO LEASE.** COUNTY warrants COUNTY is well seized of and has good right to lease the Premises, will defend the title thereto, and will indemnify CITY against any damage and expense which CITY may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Premises.
- 13.13 EXECUTION OF AGREEMENT.** Submission of this document by COUNTY for review, examination or execution by CITY does not constitute a reservation of an option to lease the Premises or any other property within the County of Sacramento, and this document shall not be effective as a lease agreement, or otherwise, unless and until approved by the Board of Supervisors of the COUNTY or executed by the officer authorized by said Board.
- 13.14 AUTHORITY OF SIGNATORS.** Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- 13.15 SUCCESSORS IN INTEREST.** This Agreement shall be binding upon and inure to the benefit of the successors-in-interest of the parties hereto.
- 13.16 ASSIGNMENT AND SUBLETTING.** CITY may sublet, assign or otherwise grant its obligations and liabilities arising under this Lease. CITY shall have the right to sublet its lease, or any of its rights under this Agreement, in whole or in part, and have the right to assign this lease, in whole or in part, to the Veteran's Administration, Mather Veteran's Hospital or to Mercy Housing or any affiliate thereof, and COUNTY hereby consents to such

assignment, without the necessity of any further action on COUNTY's part. Assignment by CITY to any other entity will require the prior written consent of the COUNTY. Subletting specifically includes, without limitation, the subleasing, licensing, or granting of other rights to use all or any portion of the Premises. Notwithstanding the foregoing, COUNTY's consent shall not be required in connection with an assignment to [Mercy Entity], or an affiliate thereof, or an assignment of, or a change in, any limited partner interests in CITY or the removal and replacement of the general partner of CITY by the limited partner in accordance with the terms of CITY's partnership agreement. If City assigns its interest to Mercy Housing, or an affiliate thereof, COUNTY, upon providing CITY any notice required under this Agreement, shall at the same time provide a copy of such notice to Mercy Housing, or its affiliate.

13.17 NATURE OF TENANCY. CITY is not eligible for relocation payment or assistance as a consequence of this tenancy. No relocation payment or assistance will be made to CITY by COUNTY upon termination of tenancy.

13.18 TITLE TO THE PREMISES. Fee title to the Premises is and shall remain vested in COUNTY. Nothing contained in this Agreement and no action or inaction by COUNTY shall be deemed or construed that COUNTY has granted to CITY any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of COUNTY in the Premises.

13.19 ESTOPPEL. Upon COUNTY's written request, CITY shall deliver to COUNTY a written statement containing the following information, current as of the date of the statement: (A) The status of the Agreement. (B) An explanation of any default claims CITY may have against COUNTY. (C) The term of the Agreement. (D) The monthly Rent and Additional Fee payable. CITY shall deliver such statement to COUNTY or to any prospective purchaser upon COUNTY's request. Any such statement by CITY may be given to any prospective purchaser or encumbrancer of the Property. Upon CITY's written request, COUNTY agrees to deliver within fifteen (15) days, a statement in recordable form addressed to any proposed transferee, mortgagee, or investor limited partner, certifying that this Agreement is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the lease term, certifying that there are no claims against CITY under this Agreement (or stating those claimed by COUNTY) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event COUNTY fails to deliver such certificate to CITY within the 15-day period provided above, it shall be deemed that this Agreement is in full force and effect and that COUNTY has no claims against CITY under this Agreement.

13.20 INDEPENDENT CONTRACTOR. CITY is not an employee or agent of COUNTY by reason of this lease, or otherwise. CITY is an independent contractor, and as between COUNTY and CITY, CITY shall be solely responsible for its acts and omissions arising from or relating to its operations or activities.

- 13.21 PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 13.22 SUPERSEDES.** This Agreement supersedes and cancels any and all oral negotiations or previously executed agreements between the parties hereto pertaining to the herein described Premises.
- 13.23 AMENDMENT AND WAIVERS.** This Agreement constitutes the entire understanding of the parties thereto and shall not be altered or amended except by a supplementary agreement in writing and signed by both parties. The failure of either COUNTY or CITY to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.
- 13.24 RIGHT AND REMEDY.** No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 13.25 ATTORNEY'S FEES AND COSTS.** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.
- 13.26 GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 13.27 TIME OF ESSENCE.** Time is of the essence of this Agreement and the obligations of the parties to perform hereunder.
- 13.28 CONSTRUCTION OF AGREEMENT.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties 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. All exhibits are referred to in this Agreement are attached and incorporated by this reference.

13.29 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

13.30 QUIET POSSESSION. COUNTY agrees that CITY, so long as CITY is not in default under this Agreement and is paying the rent and performing the covenants and conditions of this Agreement, shall quietly have, hold and enjoy the Premises throughout the term hereof without interruption or disturbance from COUNTY or any other persons claiming by, through or under COUNTY; and COUNTY warrants to CITY that as of the Commencement Date of said lease term, there were no existing tenancies on the Premises.

Remainder of page intentionally left blank.

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

LESSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

Date: 6-28-13

By: Troy Givans

Troy Givans

Director of Office of Economic
Development and Marketing

Under delegated authority by

Resolution No. : 2013-0391

Dated: 6-18-13

CITY:

**CITY OF RANCHO CORDOVA, a
municipal corporation**

Date: 5-24-13

By: Ted Gachler

Ted Gachler, City Manager

Under delegated authority by

Resolution No. : 51-2013

Dated: 5-20-13

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

By: William Burke

William Burke

Deputy County Counsel

**REVIEWED AND APPROVED BY
CITY COUNSEL:**

By: Rolinda Paige Gonsky

City Counsel

Exhibit A

Property

County Owned Property
APN 067-0010-099
3611 Bleckley Street
Mather, CA 95655

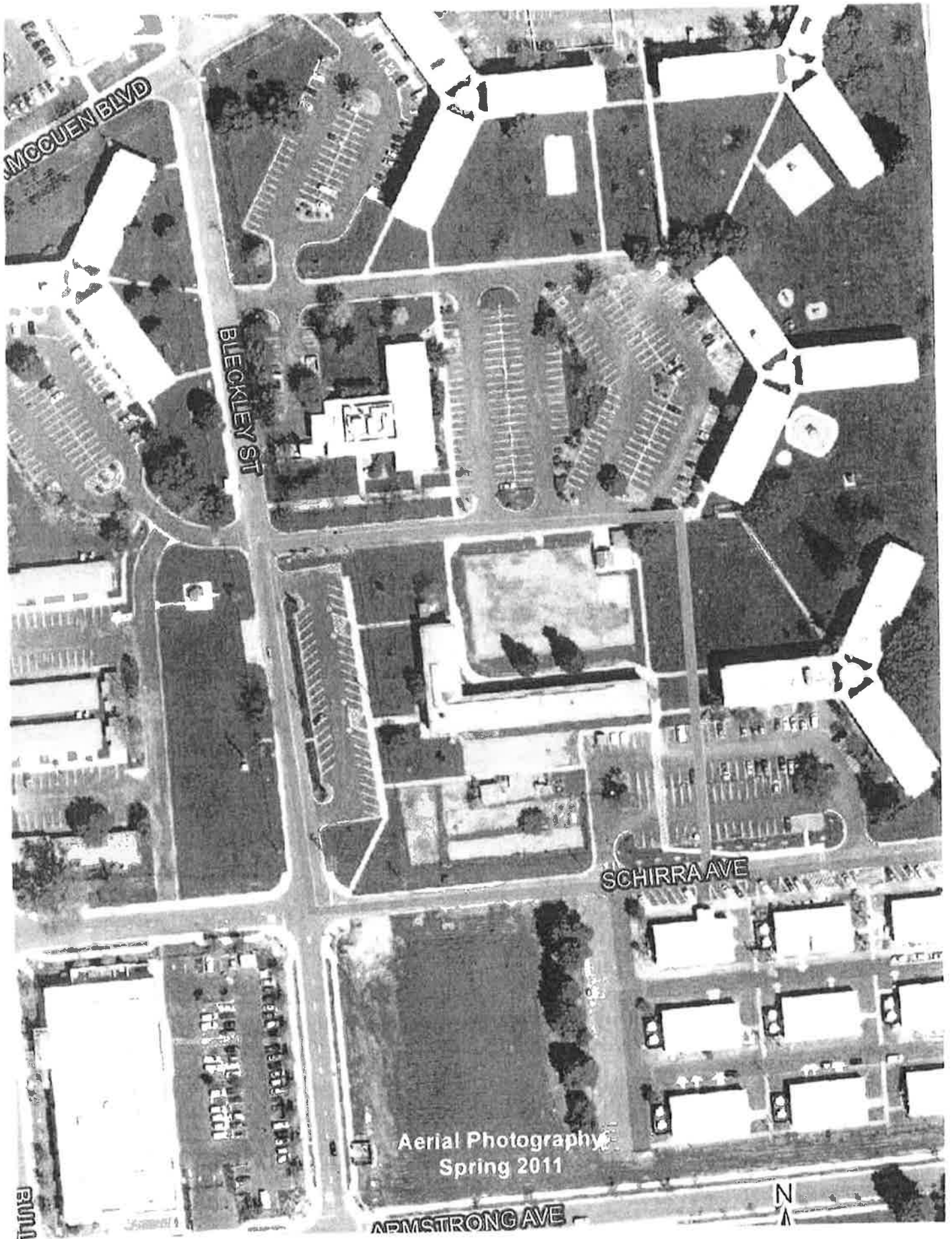


Exhibit B

Premises

EXHIBIT "B-1"**Premises****APN 067-0010-099****Legal Description**

Being a portion of that certain Parcel of Land containing 16.390 Acres bounded on the North by Femoyer Street (Now called Peter A. McCuen Boulevard), on the East by Femoyer Street, on the West by Bleckely Street, and on the South by Marauder Street (Now called Schirra Avenue), and located at Mather Air Force Base as shown on Record of Survey Recorded in Book 54 at Page 33 of Official Records, County of Sacramento, State of California.

Beginning at a point which bears North $38^{\circ}33'14''$ East 38.36 feet from the centerline intersection of Bleckely Street and Marauder Street (Now called Schirra Avenue) as shown on aforesaid Record of Survey. Said Point of Beginning being 28.00 feet easterly from the centerline of Bleckely Street and 28.00 feet northerly from the centerline of Marauder Street (Now called Schirra Avenue). Thence from said Point of Beginning the following four (4) courses:

- 1.) North $08^{\circ}19'46''$ West 375.52 feet parallel with and 28.00 feet from the centerline of Bleckely Street as shown on aforesaid Record of Survey;
- 2.) Leaving said parallel line North $85^{\circ}31'31''$ East 442.22 feet;
- 3.) South $04^{\circ}33'46''$ East 374.03 feet to a point being 28.00 northerly of the centerline of Marauder Street (Now called Schirra Avenue);
- 4.) South $85^{\circ}26'14''$ West 417.55 feet parallel with and 28.00 feet from the centerline of Marauder Street (Now called Schirra Avenue) to the Point of Beginning.

Containing 160,930.00 Square feet or 3.69 acres

The Basis of bearings for this description is identical to Record of Survey Book 54 Page 33 Official Records in the Recorders Office of the County of Sacramento, State of California

End of Description

Prepared By: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762

09/06/12



Exhibit "B-2"
Premises
APN 067-0010-099
Plat Map

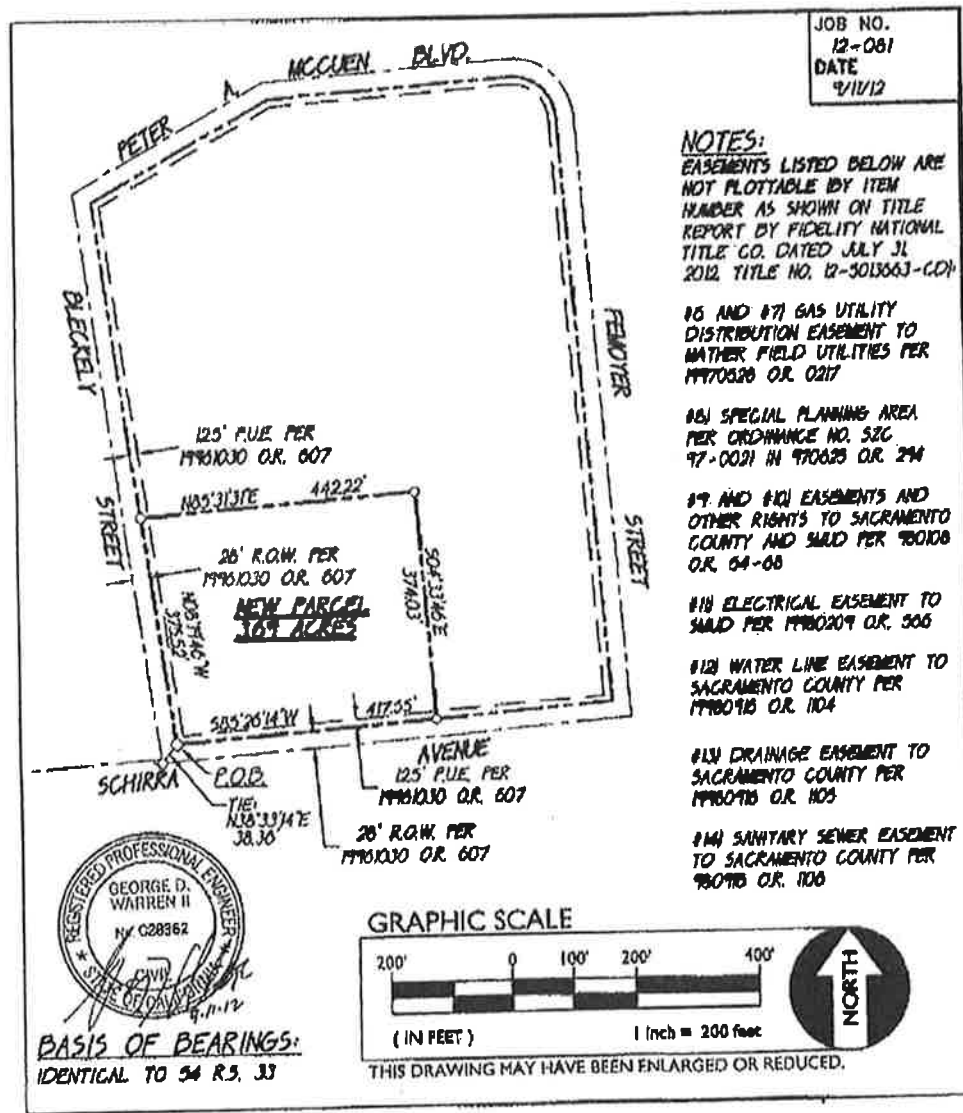


EXHIBIT "C"**Phasing Plan**

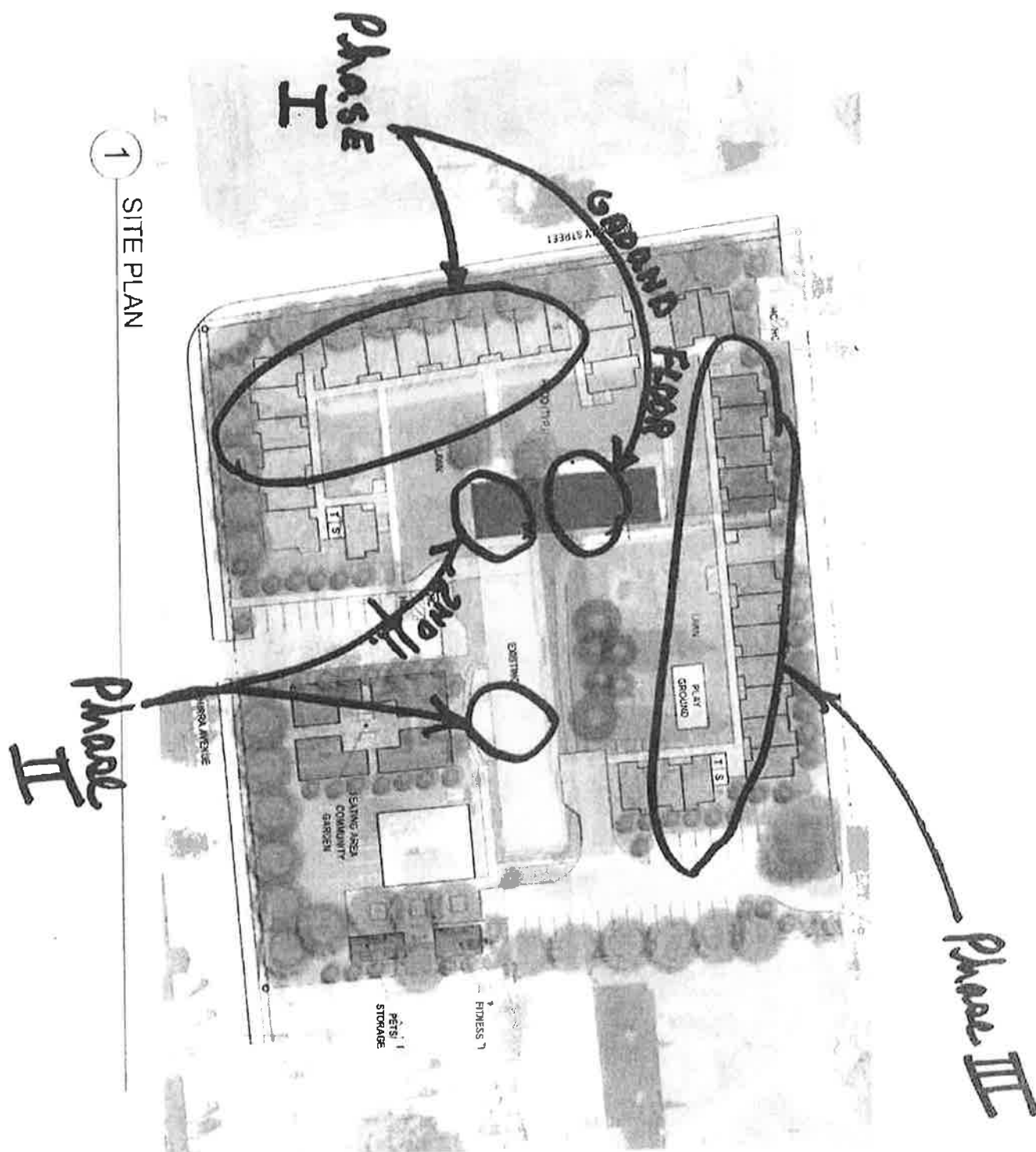


EXHIBIT "D"

(To be attached once zoning/construction drawings are received)

Site Plan

1. This Exhibit may be augmented with a land survey of the Premises once it is received by CITY.
2. Setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT "E"**Air Force Conveyance Documents**

EXHIBIT "E"



Sacramento County Recorder
 Craig A. Kraner, Clerk/Recorder
 BOOK 20130503 PAGE 1295

Friday, MAY 03, 2013 1:10:58 PM
 Ttl Pd \$0.00 Rpt # 0007770571

MPL/18/1-20

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
 COUNTY OF SACRAMENTO
 3711 Branch Center Road
 Sacramento, CA 95827
 MAIL CODE: 63-002

NO FEE DOCUMENT PER GOVERNMENT CODE 27383
 NO DOCUMENT TRANSFER TAX PER R&T CODE 11922

Mail Tax Bills To:

County of Sacramento
 Department of Economic Development
 700 H Street
 Sacramento, CA 95814

Okay to Accept By
 Signature/Date:

Print Name & Date

John Dito

APN: 067-0010-089, 067-0010-091, 067-0010-092
 and 067-0010-099

Project Name & Dept:

Parcel C-12

(Econ Dev)

THIS SPACE FOR RECORDER'S USE ONLY

TITLE(S)

Quitclaim Deed

LOG NO. 030226

Recording Requested by,
and when recorded mail to:

Real Estate Division
County of Sacramento
3711 Branch Center Rd
Sacramento CA 95827-3807

Entitled to Free Recording Under
Government Code §6103 and §27383

Exempt from Documentary Transfer Tax
Rev. & Tax Code §11922

QUITCLAIM DEED

CERCLA 120(h) NOTICES, COVENANTS, and

ENVIRONMENTAL RESTRICTIONS

Parcel C-12

(Former Mather Air Force Base ("AFB"), California)

I. PARTIES

THIS DEED is made and entered into this 30th day of April, 2013, by and between THE UNITED STATES OF AMERICA (the "United States"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (the "Grantee"). Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT FOR TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby release and

forever quitclaim to the Grantee all that real property known as Parcel C-12 consisting of approximately 20.179 acres of land situated in the County of Sacramento, State of California as legally described in Exhibit A and graphically depicted in Exhibit B to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon and improvements hereunto belonging, or in any wise appertaining which, together with the real property above described, is called the "Property" in this Deed.

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively "Remedial Systems"), whether above, on, or under the ground of the Property. The Remedial Systems include two (2) groundwater monitoring wells, known as MAFB-154 and MAFB-280. Ownership of the Remedial Systems is expressly retained by the Grantor for the MAFB-154 and MAFB-280. Ownership of the Remedial Systems for the groundwater remediation associated with the Inactive Rancho Cordova Test Site ("IRCTS"), consisting of extraction well EX-9 with associated equipment and utility infrastructure, is retained by Boeing/Aerojet. A depiction of the excepted Remedial Systems is provided in Exhibit C (groundwater remedial systems components). Additionally, the coordinates for wells associated with the groundwater remediation located on the Property are provided in Exhibit D.

V. RESERVATIONS

A. The Grantor hereby reserves a mineral royalty as described in this subparagraph affecting the Property. The parties have agreed that this Deed shall relinquish and release unto the Grantee all the mineral interests owned by the Grantor in the Property and the parties have agreed that the Grantor has reserved to itself an overriding royalty of TEN PERCENT (10%) of the gross fair market value of the minerals, if any minerals are extracted from the Property at some future time, either by the Grantee or its successors, transferees, or assigns, pursuant to a license, lease or any other enabling agreement (e.g., purchase/sale of right to extract the minerals). The "gross fair market value" of such minerals for the purpose of computing such overriding royalty shall be the free on board (origin) retail value of the mineral products after final processing, equivalent to public sale or retail value at the origin. Provided, however, that the Grantee shall be under no obligation to extract such minerals or to issue such a lease or agreement.

B. The Property is conveyed subject to the public rights-of-way and public utility easements as described in the Grant of Easement from the United States to the County of Sacramento, recorded in Book 961030, Page 0607 of the Official records of the County of Sacramento.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all legally enforceable covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. NOTICES, DESCRIPTION, COVENANTS, AND ACCESS RIGHTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3))

A. Property Covered by Notices, Description, Covenants, and Access Rights, Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the entirety of the Property, the Grantor provides the following notices, description, covenants, and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit E (stored) and Exhibit F (released on nearby parcels), attached hereto and made a part hereof. There were no known releases of hazardous substances on the Property, but notice is hereby provided that unknown quantities of hazardous substances were released or disposed of on nearby parcels thereby contaminating the groundwater under portions of the former Mather AFB including portions of this Property.

C. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), remedial action

consisting of groundwater extraction and treatment for portions of the base including the groundwater under this Property has been taken.

D. Covenants Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and

2. any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

E. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its

successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

NOTICE

BREACH OF ANY ENVIRONMENTAL RESTRICTIVE COVENANT IN PARAGRAPH VIII. BELOW MAY AFFECT THE FOREGOING WARRANTY

VIII. ENVIRONMENTAL RESTRICTIVE COVENANTS AND NOTICES

A. For purposes of this subparagraph, the term "Property" includes all portions of the parcel legally described in Exhibit A and graphically depicted in Exhibit B, for which the following environmental restrictive covenants apply.

1. Grantee covenants and agrees for itself and its successors and assigns that it will not conduct, or allow others to conduct, any surface activities that introduce or allow infiltration of water/other fluids into the groundwater (e.g., construction/ creation of any groundwater recharge areas, percolation ponds, unlined surface impoundments/trenches, or irrigation for agricultural purposes), without the written approval of the Air Force, United States Environmental Protection Agency ("U.S. EPA"), and the State. Normal watering to support landscaping is excluded from this restriction.

2. Grantee covenants and agrees for itself and its successors and assigns that it will not install wells or extract groundwater, or allow others to install wells or extract groundwater, for any purpose other than remediation or monitoring.

3. Grantee covenants and agrees for itself and its successors and assigns that it will not damage/disturb/tamper with, or allow others to damage/disturb/tamper with, any component of the Remedial System depicted in Exhibit C, including, but not limited to, the groundwater monitoring wells on the Property.

4. Grantee covenants and agrees for itself and its successors and assigns that it will not engage in, or allow others to engage in, activities that interfere with the effectiveness of the groundwater monitoring wells used in connection with remediation.

5. Grantee covenants and agrees for itself and its successors and assigns that it will not engage in, or allow others to engage in, activities that would limit access for the Air Force,

U.S. EPA, the State, and their respective officials, agents, employees, contractors, and subcontractors to the groundwater monitoring wells used in connection with remediation.

B. Effect of Covenants. It is the intent of the Grantor and the Grantee that the environmental restrictive covenants in this paragraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenants in this paragraph through the chain of title, in addition to any state law that requires or allows the State to enforce any restrictive covenants in this paragraph. The Grantee covenants and agrees to insert all of this paragraph in any deed to all or any part of the Property that it delivers.

C. Modification or Release of Covenants. The Grantee may request from the United States a modification or release of one or more of the Grantee covenants and agreements in this paragraph, subject to the notification and concurrence or approval of the State of California, the Air Force and U.S. EPA. In the event the request of the Grantee for modification or release is approved by the Air Force, the U.S. EPA, and the State of California, the United States will execute an appropriate document modifying or releasing the covenant (a "Covenant Release"). The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States.

D. Limitation on Warranty. The warranty set forth in subparagraph VII.D above is limited to response actions found to be necessary to protect human health and the environment from hazardous substances, pollutants or contaminants existing at the Property on the date this Deed is accepted. The obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing at the Property on the date this Deed is accepted from the United States.

E. State Access to Property. The right of access reserved to the United States in subparagraph VII.E above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the U.S. EPA. Further, notice is hereby given that the U.S. EPA, the Air Force, and the State of California have entered into an agreement commonly referred to as a Federal Facility Agreement ("FFA"); that, pursuant to the FFA, the Air Force has a continuing duty to provide access to the Property to the State of California; and that, the Air Force will extend to the State of California, as necessary, the right to use the access reserved in subparagraph VII.E above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program ("IRP") of the Grantor or the FFA, if applicable.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Material ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and

pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenants contained in paragraph VII of this Deed. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Protected Species and Habitats. The Grantee acknowledges that threatened or endangered (collectively "protected") species, as those terms are defined in the Federal Endangered Species Act of 1973 as amended (the "Act"), may be present on portions of the Property. The following protected species may be present on the Property: the threatened vernal pool fairy shrimp (*Brachinecta lynchi*), the endangered vernal pool tadpole shrimp (*Lepidurus packardii*), the endangered Sacramento Orcutt grass (*Orcuttia villosa*), and/or the threatened slender Orcutt grass (*Orcuttia tenuis*). Moreover, habitats supporting such protected species may be present on the Property. The United States Fish and Wildlife Service (the "USFWS") published a Biological Opinion (the "BO") on January 24, 2012, associated with the disposal and

reuse of the former Mather Air Force Base. The Grantee covenants and agrees to comply with the Act, including, without limitation, the obligations to consult with the USFWS as necessary in connection with the reuse and redevelopment of the Property and to strictly comply with the provisions in the BO.

D. Non-Discrimination. The Grantee covenants and agrees not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

E. Consultation Zone Requirement. The Grantee is notified of groundwater contaminant plumes in the area and that the Property is subject to the Consultation Zone requirement established in Sacramento County Code, Title 6 (Health and Sanitation), Chapter 6.28 (Wells and Pumps), Section 6.28.000(G). Any application for a well permit within two thousand (2,000) feet of a known groundwater contaminant plume is subject to special review by appropriate regulatory agencies to evaluate potential impacts to public health and groundwater quality.

F. Hazards to Navigation. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration ("FAA") in accordance with 14 C.F.R. Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958 ("FAA Act"), as amended.

X. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XI. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed:

- Exhibit A – Legal Description of the Property
- Exhibit B – Map Depiction of the Property
- Exhibit C – Groundwater Remedial System Components
- Exhibit D – Coordinates of Groundwater Wells on the Property
- Exhibit E – Notice of Hazardous Substances Stored
- Exhibit F – Notice of Hazardous Substances Released

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, this 30th day of April, 2013.

THE UNITED STATES OF AMERICA

By: Philip H. Mook, Jr.
 PHILIP H. MOOK, JR.
 Senior Representative
 BRAC Program Management Division
 Installations Center of Excellence
 Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF CALIFORNIA :
COUNTY OF SACRAMENTO :
SS: :

On April 30, 2013 before me, Terie Glaspey, Notary Public,
(date) (name of notary officer)
personally appeared Philip A. Mook, Jr., 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.

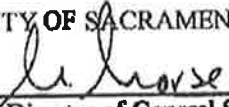
Terie Hlosper
Signature of Notary



**CERTIFICATE OF
ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in the Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Sacramento County Code 2.61.020 and the Grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF SACRAMENTO



Director of General Services5/2/13_____
Date

RED No. _____

LOG No. QC 030226

Former Mather AFB, CA

Page 10 of 10

Quitclaim Deed
(Parcel C-12 - 20.179 acres)

EXHIBIT A LEGAL DESCRIPTION

All that real property, situate in the county of Sacramento, state of California, described as follows:

All of the 2.675 acre parcel land, the 5.005 acre parcel of land and a portion of the 16.390 acre parcel of land, as shown on the Record of Survey filed in the Office of the Recorder of the County of Sacramento, in book 54 of Surveys, at Page 33, together with the 5.977 acre parcel of land as shown on the Record of Survey filed in said Recorder's Office, in book 53 of Surveys, at Page 32, and including one-half of adjoining roads, more particularly described as follows:

Beginning at the centerline intersection of Peter M. McCuen Blvd. (formerly Lower Placerville Road) and Bleckley Street as shown on said Record of Survey filed in Book 53 of Surveys, Page 32; thence along the centerline of said Peter M. McCuen Blvd. (formerly Lower Placerville Road) South 59°11'15" West, 430.95 feet; thence leaving said centerline of Peter M. McCuen Blvd. (formerly Lower Placerville Road) road South 30°48'45" East, 36.00 feet to northwesterly corner of said 5.977 acre parcel of land; thence along the westerly line of said 5.977 acre parcel of land the following four (3) courses:

- 1) South 30°57'30" East 142.70 feet;
- 2) South 04°51'30" East 198.42 feet;
- 3) South 85°00'00" West 49.43 feet to a point on the easterly line of that certain parcel of land described in the Grant Deed recorded in Book 20080417 of Official Records, Page 614;

Thence along last said easterly line South 03°22'33" East 115.48 feet, to the most northerly northeast corner of that certain parcel of land described in the Grant Deed recorded in Book 20101101 of Official Records, Page 1400; thence along the easterly line of said parcel of land described in the Grant Deed recorded in Book 20101101 of Official Records, Page 1400 South 03°22'33" East, 263.62 feet to the center line of Schirra Avenue as shown on that certain Record of Survey file in Said Recorder's Office in Book 57 of Surveys, Page 20; thence along said centerline of Schirra Avenue North 85°26'14" East, 424.54 feet to the center line of Bleckley Street as shown on said Record of Survey filed in Book 54, Page 33; thence along said center line of Bleckley Street South 08°19'46" East, 7.13 feet to the center line of Schirra Street (formerly Marauder Street) as shown on said Record of Survey filed in Book 54, Page 33; thence along said center line of Schirra Street (formerly Marauder Street) North 85°26'14" East, 276.98 feet; thence leaving said centerline of Schirra Street (formerly Marauder Street) South 04°33'46" East, 36.00 feet to the northwesterly corner of said 2.675 acre parcel land; thence along the west and south lines of said 2.675 acre parcel of land the following two (2) courses:

- 1) South 04°30'15" East, 259.55 feet;
- 2) North 85°26'14" East, 448.92 feet to the southeasterly corner thereof;

thence North 85°29'45" East, 36.00 feet to the said centerline of Femoyer Street as shown on said Record of Survey filed in Book 54, Page 33; thence along said centerline of Femoyer Street South 04°30'15" East, 126.10 feet; thence leaving said center line of Femoyer Street North

Quitclaim Deed (Parcel C-12 - 20.179 acres)

85°29'45" East, 36.00 feet to the more northerly southwest corner of said 5.005 acre parcel of land; thence along the southerly, easterly and northerly lines of said 5.005 acre parcel of land the following seven (7) courses:

- 1) North 85°26'14" East, 154.04 feet;
- 2) South 04°33'46" East, 94.97 feet;
- 3) North 85°26'14" East, 337.94 feet;
- 4) North 04°33'46" West, 267.04 feet;
- 5) South 85°26'14" West, 112.39 feet;
- 6) North 04°33'46" West, 267.04 feet;
- 7) South 85°26'14" West, 379.14 feet to the northwesterly corner thereof;

thence South 85°29'45" West, 36.00 feet to said centerline of Femoyer Street; thence along said center line of Femoyer Street South 04°30'15" East, 17.43 feet to said center line of Schirra Avenue (formerly Marauder Street); thence along said center line of Schirra Street (formerly Marauder Street) South 85°26'14" West, 318.17 feet; thence leaving center line of Schirra Street (formerly Marauder Street) North 04°33'46" West, 402.03 feet; thence South 85°31'31" West, 470.28 feet to said center line of Bleckley Street; thence along said center line of Bleckley Street North 08°19'46" West, 534.05 feet to the point of beginning, containing 20.179 acres, more or less.

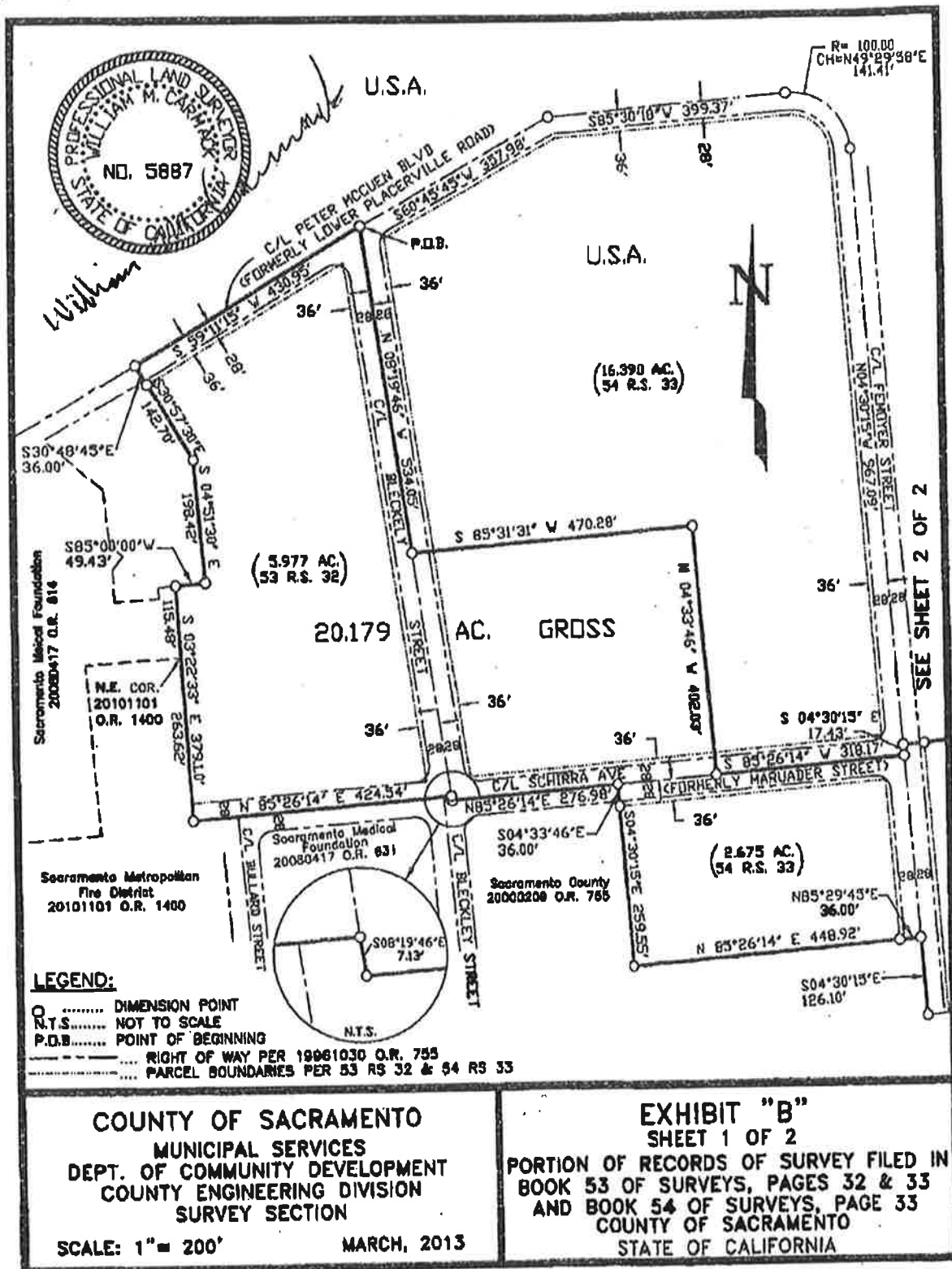
This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyors Act.

William M. Carmack
William M. Carmack, P.L.S. 5887



3/18/2013
Date

Quitclaim Deed (Parcel C-12 - 20.179 acres)



Quitclaim Deed (Parcel C-12 - 20.179 acres)

**Former Mather AFB
Parcel C-12 Deed
Exhibit C**

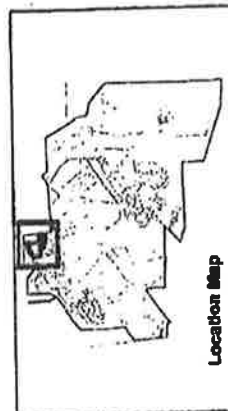
**Groundwater Remedial System
Components**

Legend

-  Parcel M
-  AF (Groundwater Well)
-  Boeing (Groundwater Well)
-  Roads
-  Buildings
-  Mather Boundary



0 250 500 1,000
Feet



Location Map

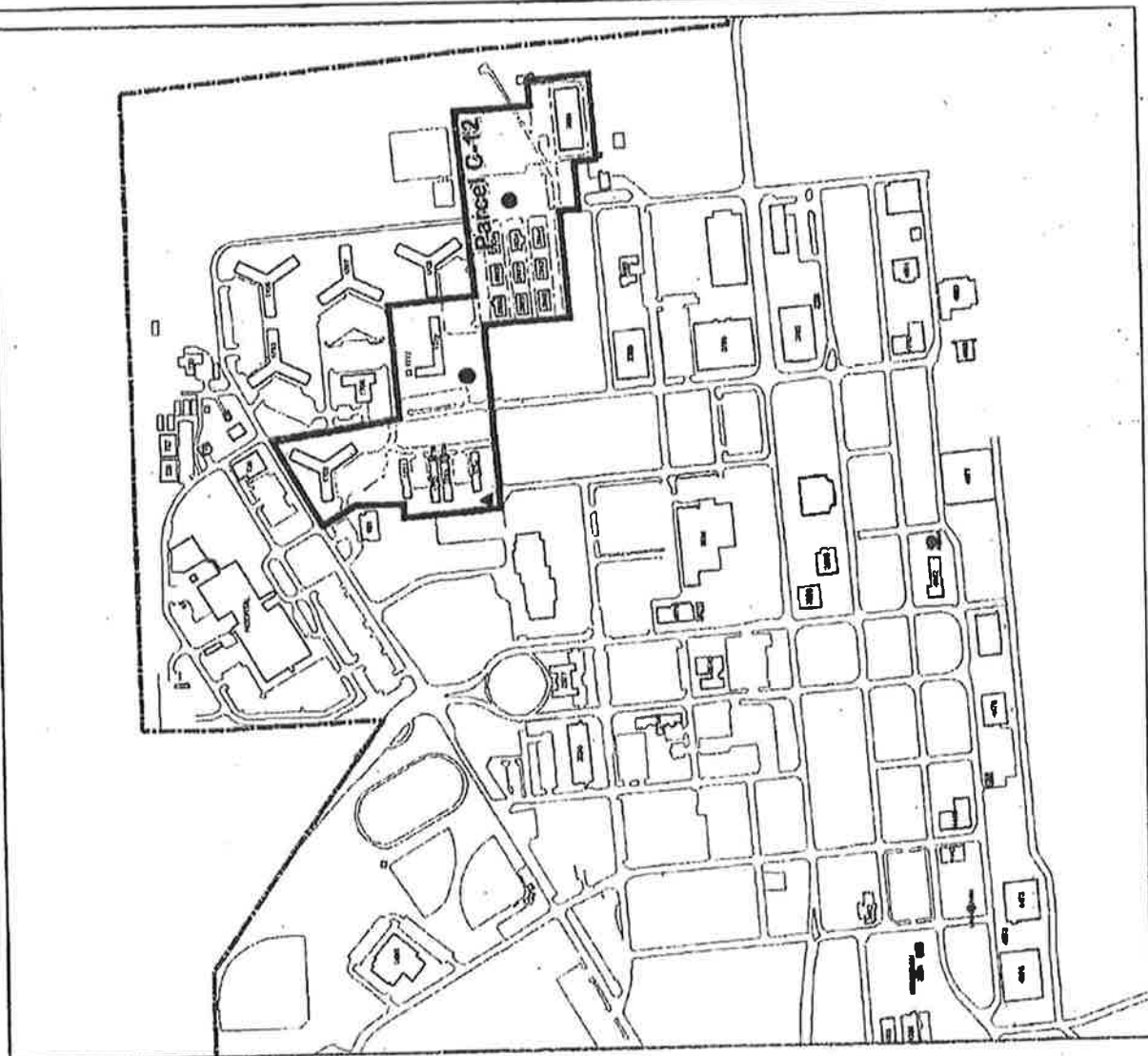


EXHIBIT E**NOTICE OF HAZARDOUS SUBSTANCES STORED**

Notice is hereby provided that the following hazardous substances are known to have been stored on the Property and the date such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Facility 2950

Substance Stored	Component	CAS Registry Number	Quantity Stored (kg)	Dates Stored
Lacquer and Enamel Paints	Toluene, Xylene, Methyl Ethyl Ketone, Petroleum Distillates	varies	136 kg/month	1984

Former Mather AFB, CA

Quitclaim Deed
(Parcel C-12 - 20.179 acres)
Exhibit E

EXHIBIT F

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided that the following hazardous substances are known to have been released on the Property and the dates such release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Main Base /SAC Area Phume (adjacent)

Substance	Regulatory Synonym(s)	CERCLA Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number	Response	Remarks
Perchloroethene	PCE	127-18-4	Unknown	Unknown	U210	Noise required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of perchloroethene.

Former Mather AFB, CA

Page 1 of 2

Quickchain Deed
(Parcel C-12 - 20.179 acres)
Exhibit F

Main Base /SAC Area Plume (adjacent)

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/yr) (lbs/yr)	Date	Hazardous Waste ID Number	Remedial Report	Remarks
Trichloroethene	Trichloro- ethylene Ethylene trichloride Chloro- TCE 1,1,2- Trichloro- ethylene	79-01-6	Unknown	Unknown	UN1710	None required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of trichloroethene.
Carbon tetrachloride	Methylene tetrachloro	56235	Unknown	Unknown	U211	None required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of carbon tetrachloride.

Note. Remedial action is currently ongoing within the boundaries of the adjacent property. Through historical investigations and reports, no hazardous substance release or disposal were identified within the boundaries of the Property that contributed to the contaminated groundwater.

Former Mather AFB, CA

Page 2 of 2

Quitclaim Deed
(Parcel C-12 - 20.179 acres)
Exhibit F

EXHIBIT "F"**Bill of Sale**

Bill of Sale/ 3611 Bleckely Street
Project No. _____

BILL OF SALE

This BILL OF SALE is executed as of the _____ day of _____, 2013, by the **County of Sacramento**, a political subdivision of the State of California ("**Seller**"), in favor of the **City of Rancho Cordova**, a California incorporated municipality ("**Purchaser**").

Recitals

- A. Seller and Purchaser have entered into a separate 99-year Lease Agreement ("the Lease Agreement") for an area of approximately 3.69 acres located at 3611 Bleckely Street, Mather, California 95655, being a APN 067-0010-099.
- B. Under the Lease Agreement, Purchaser will operate a veterans' affordable housing program on the leased premises.
- C. The leased premises includes an existing two-story, 24,093 square foot building known as "Building 1770" and more commonly identified as the Mather Infirmary; a small shed, and a small building containing mechanical equipment (collectively, the "Structures"); that Seller desires to convey as personal property, separate from the underlying land, to Purchaser. The Structures are more particularly identified in Attachment A to this Bill Of Sale.
- D. Purchaser desires to acquire the Structures from Seller as personal property, separate and apart from the underlying real property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

Section 1. Recitals Incorporated By Reference

The above Recitals are hereby incorporated into this Bill of Sale as though fully set forth as terms of the sale.

Section 2. Grant

Seller grants, conveys and transfers to Purchaser all of Seller's rights to the Structures. It is understood by the Seller and Purchaser that the Structures are conveyed to City separate and apart from the land beneath them, such that Seller shall remain the owner of all real property constituting APN 067-0010-099. Purchaser has obtained access rights to the Structures by and through the Lease Agreement.

///

Bill of Sale/ 3611 Bleckely Street
Project No. _____

Section 3. No Warranties

Seller makes no warranties or representations concerning the condition or suitability of the Structures. Purchaser accepts the Structures "as is" and shall accept all risk and liability associated with ownership of the Structures.

Section 4. Governing Law

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Seller and Purchaser. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date first written above.

By: **County Of Sacramento**

By: 
TROY EVANS

6-25-13
 Date

Under delegated authority by
 Resolution No. 2013-0391
 Dated: 6-18-13

Approved As To Form


 County Counsel

6-24-13
 Date

Bill of Sale/ 3611 Bleckely Street
Project No. _____

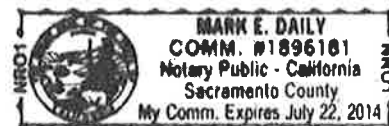
STATE OF California)

COUNTY OF Sacramento)

On June 25th, 2013, before me, Mark E. Daily, a
notary public, personally appeared Troy Givens

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

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



Witness my hand and official seal.

Signature: _____

M. E. Daily

(Seal)

2062729.2

FIRST AMENDMENT TO LEASE AGREEMENT

APN 067-0010-099

THIS FIRST AMENDMENT ("First Amendment") to that certain Lease Agreement ("Lease") between the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("COUNTY") and the CITY OF RANCHO CORDOVA, a California municipal corporation ("CITY"), dated June 25, 2013, is made and entered into as of 12/16, 2013 ("Effective Date").

RECITALS

WHEREAS, the COUNTY and CITY previously entered into the Lease with respect to the property located at 3611 Bleckely Street, Mather, California 95655, also known as Assessor's Parcel Number ("APN") 067-0010-099 (the "Property"); and

WHEREAS, the Lease is incorporated by this reference as if fully set forth herein; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, the Property is owned by COUNTY and located within the land use jurisdiction of the CITY; and

WHEREAS, under the Lease, the COUNTY leased the Property to the CITY for the general purpose of developing and operating the Mather Veteran's Village residential housing project (the "Project"); and

WHEREAS, the Lease authorizes CITY to assign the Lease to Veteran's Administration, Mather Veteran's Hospital or Mercy Housing without further approval from COUNTY and, further, to assign the Lease to any other entity upon the written approval of the COUNTY; and

WHEREAS, CITY anticipates developing and operating the Project in multiple phases; and

WHEREAS, for tax credit purposes and to secure a limited partner for each of the proposed three phases of development of the Project, CITY desires to subdivide the Property; and

WHEREAS, the Parties desire to amend the Lease by entering into this First Amendment for the purposes set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 13.31 is hereby added to the Lease as follows:

SUBDIVISION OF PROPERTY. COUNTY may seek approval, to the extent required under the Subdivision Map Act, from CITY to subdivide the Property. CITY'S approval of any such subdivision shall not affect or alter the rights and obligations of CITY and COUNTY under the Lease, except as may be specifically set forth herein. .

2. The following language is hereby added at the end of Section 13.16, ASSIGNMENT AND SUBLETTING:

If the Property is subdivided, CITY may separately assign the Lease to individual entities for each newly created parcel, subject to the assignment consent requirements of the Lease.

3. In all other respects the Lease shall remain unchanged and in full force and effect.

4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Lease Agreement as of the date first written above.

LESSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

Date:

12/16/13

By:

Troy Olivas

Troy Olivas

Director of Office of Economic

Development and Marketing

Under delegated authority by

Resolution No. : 2013-0830

Dated: 2-10-13

CITY:

**CITY OF RANCHO CORDOVA, a
California municipal corporation**

Date:

Nov. 22, 2013

By:

Ted A. Gremle

TED A. GREMLE
CITY MANAGER

Under delegated authority by

Resolution No. 51-2013

Dated: May 20, 2013

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

By: 
William Burke
Deputy County Counsel

**REVIEWED AND APPROVED BY
CITY ATTORNEY :**

By: 
Adam U. Lindgren
City Attorney

2201511.2

City of Rancho Cordova Contract Routing Form

Complete all fields and use n/a if not applicable.

1. Contractor/Company name: County of Sacramento
2. Services to be Provided (Description for PO): First Amendment to Lease Agreement (contract # 59-2013)
3. Resolution Number and Council Adoption Date: Resolution No. 51-2013 May 20th, 2013
4. Responsible Person and Department: Reed Flory, Housing Services Administrator

5. Contract Activity:

	Contract #	Amount	Expiration	Cumulative Amount
Original	<u>59-2013</u>			
Amendment 1	<u>59-2013-1</u>			
Amendment 2				
Amendment 3				

- ☐ W-9 Attached or on file ☐ 590 Attached or on file

6. Budget Expense Account Number: _____
7. Project Number: _____
8. Grant Number: _____ (attach Grantor Procurement Requirements) 
9. PO Number: _____ Vendor ID: _____

10. Competitive Bid Process (choose 1)

- ☐ Publicly Bid (Clerk initials that documents are on file: _____)
- ☐ Informal Bid (Evidence attached. Required for purchase of supplies/equipment greater than \$20,000.) 
- ☒ Not Required. Why? Amendment Only

11. Department Head Initial and Date: Reed Flory 12/19/13

12. Risk Manager Initial and Date: CP 12/20/2013

- ☐ Standard required insurance with endorsement attached
- ☐ List modified insurance:

- ☐ General _____ ☐ Auto _____
- ☐ Professional _____ ☐ Workers Compensation _____

Justification: _____
(attach approval e-mail or checklist) 

13. City Attorney Review Initial and Date: CP 1/2/14
(Check One)

- ☐ Professional Services Agreement - Amendment (PSA-A) Template Used
- ☐ Professional Services Agreement (PSA) Template Used 
- ☐ Professional Services Agreement - Short Form (PSA-S) Template Used
- ☐ General Services Agreement (GSA) Template Used 
- ☐ Construction Services Agreement (CSA) Template Used 
- ☐ Franchise Agreement
- ☐ Custom Agreement AND E-mail Approval is Attached 
- ☐ City Attorney Drafted AND E-mail Approval is Attached 
- ☐ City Attorney Reviewed AND E-mail Approval is Attached 
- ☐ Modification of Template AND Redline of Changes to Template is Attached 

Routing Notes:

*NO \$ assoc.
w this
Amendment
feas*

 = if template modified at all, include redline version  = document attached
"P:\Contracts\Contract Routing Transmittal Form.pdf"

Rev. 4-17-13



Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK **20141126** PAGE **0977**
Wednesday, NOV 26, 2014 12:48:38 PM
Ttl Pd \$0.00 Rcpt # 0008432393

MML/18/1-7

WHEN RECORDED, RETURN TO:

City of Rancho Cordova
Housing Services Division
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Reed Flory

NO FEE DOCUMENT PER GOVERNMENT CODE 6103
NO DOC TRANSFER FEE PER R & T CODE 11922

APN(s): 067-0010-106, 067-0010-107, 067-0010-108

Project Name: Mather Veterans Village Lease

SECOND AMENDMENT TO LEASE AGREEMENT

SECOND AMENDMENT TO LEASE AGREEMENT

APN 067-0010-099

THIS SECOND AMENDMENT (“Second Amendment”) to that certain Lease Agreement, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (“COUNTY”) and the CITY OF RANCHO CORDOVA, a California municipal corporation (“CITY”), dated June 25, 2013 and recorded Book 20130716 Page 600 as amended by that First Amended dated December 16, 2013 (collectively, the “Lease”) is made and entered into as of 11-26-14 (“Effective Date”).

RECITALS

WHEREAS, the COUNTY and CITY previously entered into the Lease with respect to the property located at 3611 Bleckely Street, Mather, California 95655, also known as Assessor’s Parcel Number (“APN”) 067-0010-099 (the “Property”); and

WHEREAS, the Lease is incorporated by this reference as if fully set forth herein; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, the Property is owned by COUNTY and located within the land use jurisdiction of the CITY; and

WHEREAS, under the Lease, the COUNTY leased the Property to the CITY for the general purpose of developing and operating the Mather Veteran’s Village residential housing project (the “Project”); and

WHEREAS, the Lease authorizes CITY to assign the Lease to Veteran’s Administration, Mather Veteran’s Hospital or Mercy Housing without further approval from COUNTY and, further, to assign the Lease to any other entity upon the written approval of the COUNTY; and

WHEREAS, CITY anticipates developing and operating the Project in multiple phases; and

WHEREAS, the Parties desire to amend the Lease by entering into this Second Amendment for the purposes set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 1.2 to the Lease is hereby amended as follows:

1.2 EXISTING BUILDING AND OWNERSHIP OF IMPROVEMENTS DURING TERM. The Premises includes an existing two-story, 24,093 square foot building commonly known as the Mather Infirmary ("Building 1770"), a small shed, and a small building containing mechanical equipment (collectively, the "Structures") more particularly identified in Exhibit "D", attached hereto and made a part hereof by reference. Until the termination of the Term or sooner termination of this Lease, CITY shall own all improvements on the Premises including those currently upon the Premises (including the infirmary building) and those constructed by CITY, and all alterations, additions, or betterments made thereto by CITY. CITY shall not be required to provide any consideration for the conveyance of any of the Structures, including Building 1770, other than that provided for in this Lease, as described in Section 3.1, below. CITY shall accept ownership of the Structures without warranty or recourse against COUNTY for the condition thereof which CITY accepts 'as is'. COUNTY shall continue to own the land underneath the Structures.

CITY will indemnify, defend, and hold harmless COUNTY from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, COUNTY arising in whole or in part out of or by reason of (i) any accident or occurrence in or on the Structures, any use of or business conducted in or on the Structures, or any hidden or apparent defect in the Structures; or (ii) any damage to or loss of any property of CITY or any person occupying the Structures or any of their respective officers, directors, shareholders, affiliates, agents, employees, or contractors (collectively, "CITY Parties"), arising out of damage to or loss of property occurring within the Structures; or (iii) any act, negligence, or fault of CITY Parties, occurring within the Structures.

CITY shall, at CITY's sole expense, maintain the Structures. COUNTY shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Structures, and CITY hereby assumes the sole responsibility for furnishing all services or facilities.

2. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Lease Agreement as of the date first written above.

LESSOR:

CITY:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

**CITY OF RANCHO CORDOVA, a
California municipal corporation**

Date: 11-7-14

Date: 11/17/14

By: 

By: 

Troy Givviss
Director of Office of Economic

Brian Nakamura
City Manager

Development and Marketing

Under delegated authority by

Under delegated authority by

Resolution No. 51-2013

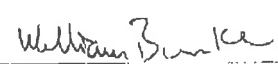
Resolution No. :

Dated: May 20, 2013

Dated:

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

**REVIEWED AND APPROVED BY
CITY ATTORNEY :**

By: 

By: 

William Burke

Adam Lindgren

Deputy County Counsel

City Attorney

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Lease Agreement as of the date first written above.

LESSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

Date: 11-26-14

By: 

Troy Grivas

Director of Office of Economic

Development and Marketing

Under delegated authority by

Resolution No. : 2014-0857

Dated: 11/7/14

CITY:

**CITY OF RANCHO CORDOVA, a
California municipal corporation**

Date: _____

By: _____

Brian Nakamura

City Manager

Under delegated authority by

Resolution No. 51-2013

Dated: May ____, 2013

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

By: _____

William Burke

Deputy County Counsel

**REVIEWED AND APPROVED BY
CITY ATTORNEY :**

By: _____

Adam Lindgren

City Attorney

ACKNOWLEDGMENT

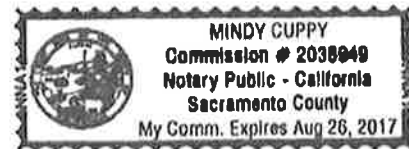
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On November 17, 2014, before me, Mindy Cuppy, a Notary Public, personally appeared Brian Nakamura, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Mindy Cuppy, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On November 26, 2014 before me, Nancy C. Graham, Notary Public,
Date Here insert Name and Title of the Officer

personally appeared Troy K. Givans
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Nancy C. Graham
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: Reed Flory

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This document is recorded at the request and for the benefit of the City of Rancho Cordova and is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment**"), is made as of the ____ day of _____, 201_ ("**Effective Date**") by and between the City of Rancho Cordova, a California municipal corporation ("**Assignor**"), and _____ ("**Assignee**")

RECITALS

WHEREAS, City desires to assign to Developer its interest in that certain Lease Agreement by and between the City and the County of Sacramento, a political subdivision of the State of California, dated as of June 25, 2013, as amended by that First Amendment dated December 16, 2013 and as amended by that Second Amendment dated November 4, 2014 ("**County Lease**") with respect to the Property described in **Exhibit A** attached hereto and incorporated herein by this reference, which is comprised of 1.19 acres of land, (collectively "**the Phase 3 Property**") and

WHEREAS, by the Disposition And Development Agreement dated as of December 7, 2015 (the "**DDA**" herein) by and between Developer and the City, City, as Assignor, agreed to assign to Developer, as assignee, Assignor's leasehold interest in the **Phase 3 Property**;
WHEREAS, Assignee desires to assume the obligations of Assignor under the County Lease with respect to the Phase 3 Property, arising from and after the Effective Date of this Assignment.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest in, to and under the County Lease as amended, attached to the **DDA** as **Exhibit A** and incorporated herein by this reference, with respect to the **Phase 3 Property**.

2. Ownership of Improvements. Until the termination of the County Lease Assignee shall own all improvements on the premises including those currently located upon or within the Phase 3 Property and those constructed by Assignee and all alterations, additions, or betterments made hereto by Assignee.

3. Assumption of Lease Obligations. Assignee hereby assumes and agrees to perform all obligations of the "CITY" or "LESSEE" under the County Lease including without limitation Use Restrictions, Regulatory Compliance, Insurance Requirements, Indemnification and Compliance with Laws all as set forth in the County Lease, with respect to the **Phase 3 Property**, arising as of the date hereof.

4. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the **DDA** and shall not be merged therein; shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns; shall be governed by and construed in accordance with the laws of the State of California; and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

5. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR

THE CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ASSIGNEE

By: _____

Its: _____

EXHIBIT C

A. PRELIMINARY TITLE REPORT

B. LEGAL DESCRIPTION OF PROPERTY



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



Fidelity National Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
1375 Exposition Blvd., Suite 240 • Sacramento, CA 95815
(916)646-6018 • FAX (916)646-6043

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Craig Donner
Title No.: FSSE-0101501418-CD

Escrow Officer: Marja Nickel
E-Mail: MNickel@fnf.com
Escrow No.: FSSE-0101501418 -MN

TO: City of Rancho Cordova

Attn: Reed Flory
Your Ref No.: Mather Phase 3

PROPERTY ADDRESS(ES): Parcel Map Book 221, Page 18, Mather, CA

EFFECTIVE DATE: October 5, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

County of Sacramento, a political subdivision of the State of California

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

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

Parcel 2 of Parcel Map Number DD8438 and Recorded October 9, 2014, in Book 221 of Parcel Maps at Page 18 on filed in the Office of the Recorder, County of Sacramento, State of California .

Title No.: FSSE-0101501418-CD

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

3. Any unpaid amounts now owing for municipal services, of record or not, amounts can be ascertained by contacting the following:

County of Sacramento at (916) 875-5555, and/or including :

City of Sacramento at (916) 808-5454.

City of Folsom at (916) 355-7200.

City of Galt at (209) 366-7150.

City of Elk Grove at (916) 478-3642

City of Rancho Cordova at (916) 638-9000

City of Isleton at (916) 777-7770

City of Citrus Heights at (916) 725-2448, and for waste charges - Allied Waste at (916) 725-9060, and as required, fax request to (916) 463-0297

Sacramento Suburban Water District at (916) 972-7171

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Right of Way to the City of Rancho Cordova

Affects: as shown on map

Recording No.: Parcel Map recorded October 9, 2014, in Book 221 of Parcel Maps, Page 18

Purpose: Public Utilities

Affects: The Westerly 12.5 feet

EXCEPTIONS
(continued)

5. Recitals as shown on that certain map/plat

Recording Date: October 9, 2014

Recording No.: Book 221 of Parcel Maps, Page 18

Which among other things recites:

1. Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or Reconveyance of said parcels.
2. The United States retains and reserves and Easement for right of access over the property per Book 20130503 O.R. 1295.
3. Along Schirra Avenue and Bleckley Street Lease boundary goes to right of way 28.00 feet from centerline of streets.
4. Parcels 1, 2, and 3 are encumbered by an Easement for the installation and maintenance of a water supply system granted to the County of Sacramento by USA recorded in Book 19980916, Page 1104 refer to the recorded document for location of the existing water lines.

Reference is hereby made to said document for full particulars.

6. The effect of Ordinance No. SZC 97-0021 to establish a special planning area, recorded June 25, 1997, in Book 970625, Page 294, of Official Records.

7. Easements for electric, telecommunications and natural gas systems, as disclosed by Agreement Relating to Easements and Other Rights, recorded January 8, 1998, in Book 19980108, Page 64, Official Records, and recorded January 8, 1998 in Book 19980108, Page 66, Official Records, and recorded January 8, 1998, in Book 19980108, Page 68, Official Records.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sacramento Municipal Utility District, a municipal utility district

Purpose: Electrical facilities

Recording Date: February 9, 1998

Recording No.: Book 19980209, Page 566 of Official Records

9. Matters contained in that certain document

Entitled: QUITCLAIM DEED, CERCLA 120 (h) NOTICES, COVENANTS, AND ENVIRONMENTAL RESTRICTIONS

Dated: April 30, 2013

Executed by: United States of America and the County of Sacramento, a political subdivision of the State of California

Recording Date: May 3, 2013

Recording No.: Book 20130503, Page 1295, of Official Records

10. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: June 25, 2013

Lessor: County of Sacramento, a political subdivision of the State of California

Lessee: City of Rancho Cordova

Recording Date: July 16, 2013

Recording No.: Book 20130716, Page 0600, of Official Records

Title No.: FSSE-0101501418-CD

EXCEPTIONS
(continued)

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: County of Sacramento, a political subdivision of the State of California
 As Lessee: City of Rancho Cordova, a California municipal corporation
 Dated: November 26, 2014
 Recording Date: November 26, 2014
 Recording No.: Book 20141126, Page 0977, of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sacramento Area Sewer District
 Purpose: Sewer purposes
 Recording Date: January 26, 2015
 Recording No.: Book 20150126, Page 1359, of Official Records

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

13. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

Title No.: FSSE-0101501418-CD

NOTES

- Note 1.** Reserved for AG Credit Exception (G100, G101, G102, G103, G104)
- Note 2.** Note: The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs, for the herein described Land.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
 Name(s) furnished: City of Rancho Cordova
 If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 5.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 7.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FSSE-0101501418--MN

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

Copyright © 2015. Fidelity National Financial, Inc.
All Rights Reserved.

EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

ATTACHMENT ONE (CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ATTACHMENT ONE (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

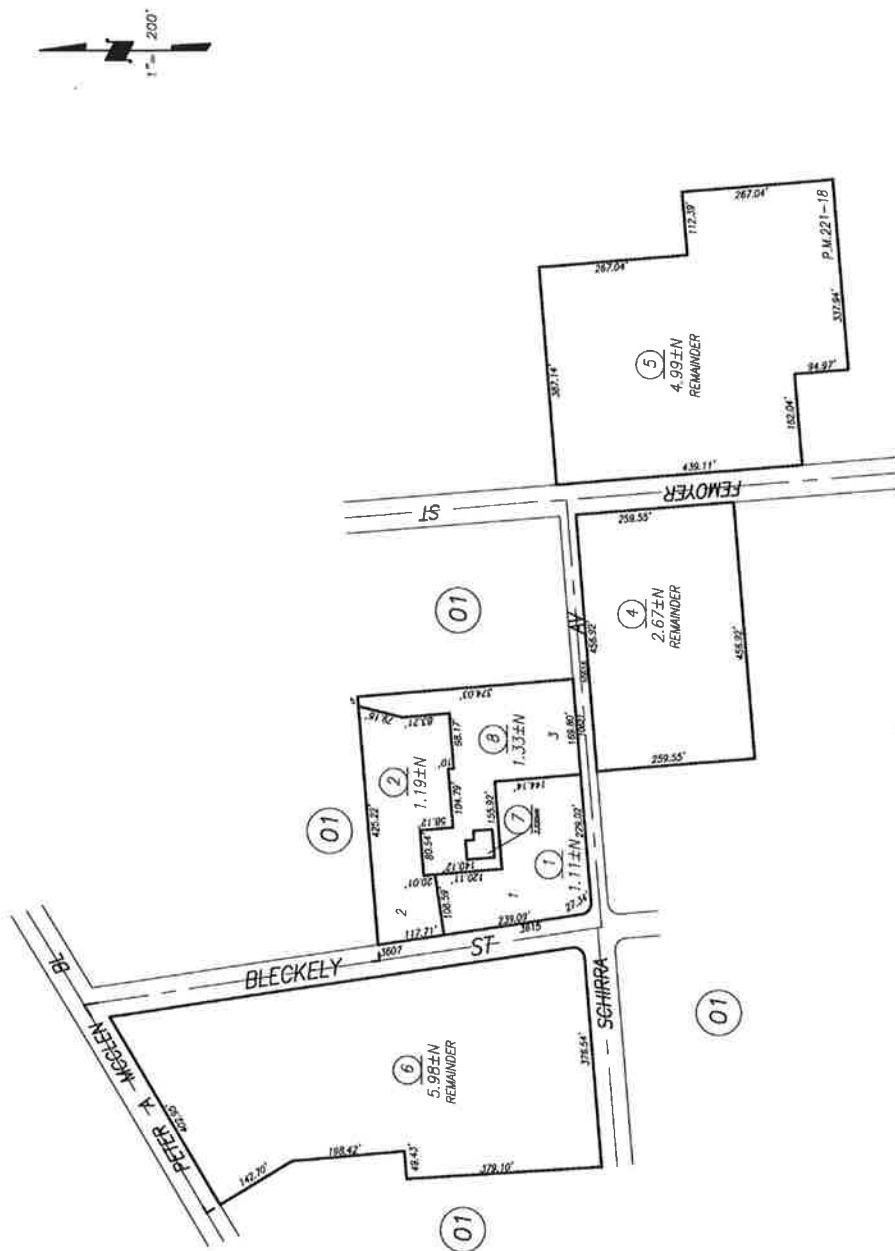
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISCLAIMER: ASSESSOR'S PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

POR. SEC. 11, T.8N., R.6E., M.D.B.& M.

067-104



Assessor's Map Bk. 067 Pg. 104
County of Sacramento, Calif.

JAN 26, 2015

Parcel Map P.M. Bk.221 Pg.18 (10-9-2014)

LEGAL DESCRIPTION

Legal Description

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

Parcel 2 of Parcel Map Number DD8438 and Recorded October 9, 2014, in Book 221 of Parcel Maps at Page 18 on filed in the Office of the Recorder, County of Sacramento, State of California.

APN #067-1040-002

Address: 3607 Bleckley Street

EXHIBIT D
[RESERVED]

EXHIBIT E
[RESERVED]

EXHIBIT F

**FORM OF AFFORDABLE HOUSING REGULATORY
AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS**

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

Recording requesting by:
and when recorded mail to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE_____

FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

by and between
THE CITY OF RANCHO CORDOVA,

&

THIS AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS ("Agreement") is made this
day of _____, 201_ ("Effective Date"), by and between
_____ (the "**Developer**"), and the City of Rancho
Cordova, a California municipal corporation (the "**City**"). The Developer and the City
are referred to herein collectively as the "**Parties**."

RECITALS

A. Pursuant to that certain Disposition and Development Agreement (the "**DDA**"),
between the City and _____ dated as of _____, which
is incorporated by this reference as if fully set forth herein, City has agreed to
_____ that certain space identified as the Phase 3 Property as
more fully described in Exhibit A attached hereto and incorporated by reference
(collectively, the "**Property**") which _____ will be developed by
Developer, into a 50 unit permanent supportive housing facility for disabled and/or
homeless Very Low Income veterans (the "**Project**") on the Property.. The Project
consists of _____(), each of which shall be restricted for occupancy by eligible
households with incomes at or below fifty percent (50%) of the Area Median Income

("AMI") for a period of fifty-five (55) years from issuance of a final certificate of occupancy for the Project .

B. As a condition of the _____ lease of the Property, Developer agrees to place specified restrictions upon the use and transfer of the Property in order to ensure continued Project affordability.

C. The Parties intend that the covenants set forth in this Agreement shall run with the land and be binding upon Developer and Developer's successors and assigns as further provided herein.

D. Capitalized terms not defined herein, if any, shall have the meaning ascribed to them in the DDA.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties covenant and agree as follows:

1. Definitions

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code and applicable federal rules, if any.

"Affordable Rent" means fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit.

"Area Median Income" or "AMI" means the median income for Sacramento County, adjusted for Actual Household Size, as published from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937.

"Developer's Agent" means _____, the property manager

"Eligible Household" means, subject to Section 3 below, a homeless, and/or disabled, Very Low Income household for which household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit, and in which at least one (1) member is a disabled and/or homeless, Very Low Income veteran.

"Rent" means all charges, other than deposits, paid by a tenant for the use and occupancy of a Restricted Unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by the local Housing Authority with jurisdiction over the Project.

"Restricted Unit" means one of the _____ dwelling units in the Project that are reserved for occupancy by a Very Low-Income Household.

"Term of this Agreement" means the period through the fifty-fifth (55th) anniversary of the issuance of the final certificate of occupancy for the Project.

"Very Low-Income Household" means a household whose gross income does not exceed fifty percent (50%) of the Area Median Income, adjusted for Actual Household Size.

2. Affordability Restrictions and Unit Schedule

Upon issuance of a final certificate of occupancy and for the entire Period of Affordability (as defined in Section 8, below), the Project shall be rented to, at a Rent no greater than Affordable Rent, and occupied by (or if vacant, available for occupancy by) Very Low-Income Households who at the time of initial occupancy in which at least one (1) of the household is homeless and/or disabled Very Low Income veteran, according to the following schedule of Restricted Units:

	0 bedroom	1 bedroom	2 bedroom	3 bedroom
At or Below 50% AMI	0	44	6	0

3. Tenant Selection Standards

During the Period of Affordability the Developer shall select tenants in conformance with the requirements of California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8305.

- a. Developer shall rent vacant Restricted Units only to Eligible Households in accordance with a Management Plan approved by City. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by City prior to use. The Management Plan shall include:

(1) Reasonable criteria for selection or rejection of tenant applications

which shall not discriminate in violation of any federal, state or local law governing discrimination, or any other arbitrary factor;

- (2) Prohibition of local residency preferences, except where accompanied by an equal preference for employment in the local area and applied to areas not smaller than municipal jurisdictions or recognized communities within unincorporated areas;
- (3) Tenant selection procedures that include the following components, and that are available to prospective tenants upon request:
 - (A) Selection of tenants based on order of application, lottery or other reasonable method approved by City;
 - (B) Prompt written notification to tenant applicants of eligibility for residency and, based on turnover history for Restricted Units, the approximate date when a Restricted Unit may be available;
 - (C) Prompt written notification of tenant applicants who are found ineligible to occupy a Restricted Unit of their ineligibility and the reason for the ineligibility, and of their right to appeal this determination;
 - (D) Maintenance of a waiting list of applicant households eligible to occupy Restricted Units designated for various tenant income levels, which shall be made available at no charge to prospective tenants upon request;
 - (E) Targeting specific special needs populations in accordance with this Agreement and applicable laws; and
 - (F) Affirmative fair housing marketing procedures as specified in the Affirmative Fair Housing Marketing Plan Compliance Regulations of HUD, 24 CFR Part 200.620(a)-(c), or similar affirmative fair marketing housing plan as approved by City.
- b. If disabled and/or homeless, very low income veteran's occupancy and rent-up become an issue for the owner, before any modification of tenant selection criteria, the owner will meet with City to describe and discuss those issues. In the event that a Restricted Unit has been vacant for more than sixty (60) days, and prior to that time Developer has not received a rental application from a homeless or disabled veteran household which is a Very Low Income Household and meets Developer's tenant selection standards, then the Developer may amend the existing tenant selection standards to allow Developer to

rent the vacant unit (and other units which subsequently become available under the same conditions) to a Very Low Income Household which does not include a Veteran.

4. Certification of Tenant Income, Household Size and Age Qualifier

- a. The income and household size of all households occupying Restricted Units, and evidence that the head of household is a homeless and/ or disabled Very Low Income veteran, shall be certified by Developer prior to occupancy and recertified annually thereafter in a manner approved by City and specified in the Project's Management Plan. All occupancy requirements shall be consistent with TCAC requirements and any inconsistencies between funding sources shall defer to the most restrictive requirement.
- b. If the income of a tenant upon recertification exceeds the upper limit for households at or below fifty percent (50%) of AMI, the tenant must pay as rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household's adjusted monthly income for rent and utilities; except that the rent may not exceed the market rent for comparable, unassisted units in the neighborhood; provided however, that pursuant to 24 CFR § 92.252(i)(2).

5. Marketing Plan

- a. Not later than thirty (30) days prior to the anticipated date of issuance of a certificate of occupancy for the Project, Developer shall prepare a Marketing or outreach Plan for City's review and approval, and shall implement such plan as approved by the City. The Marketing/outreach Plan shall specify how Developer intends to market the Project to prospective tenants in the Project's market area in accordance with fair housing laws and this Agreement. The Marketing Plan shall specifically address how Developer intends to market the Project to disabled and/or homeless Very Low Income veterans in the Project's market area and the frequency of marketing efforts. City agrees that Developer may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.
- b. Developer agrees to evaluate the effectiveness of the Marketing Plan in reaching underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. Any revised Marketing Plan shall be submitted to City for approval prior to implementation.

6. Unit Standards

For the full Permanent Loan term, the number, size, type, and amenity level of Restricted Units shall not be fewer than the number nor different from the size, type and amenity level described in Section 2 and Recital A, above.

7. Rental Agreement and Grievance Procedures

The rental agreement and grievance procedures shall be in accordance with California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8307.

- a. Term Rental or occupancy agreements may be for a term of one (1) year but tenants must also be offered the option of a six (6) month term.
- b. City Approval All rental or occupancy agreements are subject to City approval; and shall include the following:
 1. Provisions requiring good cause for termination of tenancy;
 2. A provision requiring that the facts constituting the grounds for any eviction be set forth in the notice provided to the tenant pursuant to state law;
 3. A notice of grievance procedures for hearing complaints of tenants and appeal of management action; and
 4. A requirement that the tenant annually recertify household income and size.
- c. Termination of Tenancy Developer shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause.
- d. Written Notice To terminate or refuse to renew tenancy, Developer must serve written notice upon the tenant in compliance with State law, specifying the grounds for the action, and served at least thirty (30) days prior to the termination of the tenancy.

- e. "Good Cause" One or more of the following, without limitation, may constitute "good cause":
1. Failure by the tenant to maintain applicable eligibility requirements as imposed by City or other state or federal funding sources or tax credits;
 2. Material noncompliance by the tenant with the lease, including one or more substantial violations of the lease or habitual minor violations of the lease which:
 - A. Adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related Project facilities;
 - B. Substantially interfere with the management, maintenance, or operation of the Project; or
 - C. Result from the failure or refusal to pay, in a timely fashion, Rent or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the three- (3-) day notice period;
 3. Material failure by the tenant to carry out obligations under federal, State, or local law;
 4. Subletting by the tenant of all or any portion of any Project Unit;
 5. Any other action or conduct of the tenant constituting significant problems which can be reasonably resolved only by eviction of the tenant, provided Developer has previously notified the tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a tenant, after written notice, to accept reasonable rules or any reasonable changes in the lease or the refusal to recertify income or household size.
 6. Notwithstanding the foregoing, if any part of this Section 7(e) is determined to not be "good cause" pursuant to Section 42 of the Internal Revenue Code of 1986, Section 42 of the Internal Revenue Code of 1986 shall control
- f. Prohibited Lease Provisions The lease may not contain any of the following provisions:

1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Developer or Developer's Agent in a lawsuit brought in connection with the lease;
 2. Agreement by the tenant that Developer or Developer Agent may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, shall not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Developer may dispose of this personal property in accordance with State law;
 3. Agreement by the tenant not to hold Developer or Developer's Agent(s) legally responsible for any action or failure to act, whether intentional or negligent;
 4. Agreement of the tenant that Developer or Developer's Agent may institute a lawsuit without notice to the tenant;
 5. Agreement by the tenant that Developer or Developer's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 6. Agreement by the tenant to waive any right to a trial by jury;
 7. Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 8. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the Developer or Developer's Agent against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- g. Rules of Conduct Developer and Developer's management agent shall establish reasonable rules of conduct and occupancy. Such rules shall be consistent with state law and regulations. Said rules shall be in writing and shall be given to each tenant upon occupancy. Any changes shall become effective no fewer than thirty (30) days after giving written notice thereof to each tenant household.

h. Appeal & Grievance Procedures Developer and Developer's management agent shall adopt an appeal and grievance procedure to resolve grievances filed by tenants and appeals of actions taken by Developer or Developer's Agent with respect to tenants' occupancy in the Project, and prospective tenants' applications for occupancy. Developer shall provide City with a copy of procedures and documentation used to guide the grievance and appeal process. Developer's appeal and grievance procedures shall be subject to City's approval and, at a minimum, shall include the following:

1. A requirement for delivery to each tenant and applicant of a written copy of the appeal and grievance procedure;
2. Procedures for informal dispute resolution;
3. A right to a hearing before an impartial body, which shall consist of one or more persons with the power to render a final decision on the appeal or grievance; and
4. Procedures for the conduct of an appeal or grievance hearing and the appointment of an impartial hearing body.

8. Period of Affordability

To preserve affordability of the Restricted Units, Developer covenants that the Restricted Units shall remain affordable for a period of fifty-five (55) years (hereinafter referred to as the "**Period of Affordability**") from the date of "Project Completion" as specified at 24 CFR 92.2. It is intended by the parties to this Agreement, that this covenant shall run with the land in accordance with the provisions of 24 CFR 92.252, with the benefit of this covenant running to the City, in order to preserve the public interest in maintaining the affordability of the Restricted Units. The Period of Affordability will remain without regard to the term of any mortgage or the transfer of the Property, other than by foreclosure or deed in lieu of foreclosure.

9. Restrictions on Transfer or Conversion

- a. [RESERVED]
- b. City may approve a transfer or conveyance of Developer's interest in the Property provided that all of the following conditions are met: (l) the

existing Developer is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement; (ii) the successor-in-interest to Developer agrees to assume all obligations of the existing Developer pursuant to this Agreement; (iii) the successor-in-interest demonstrates to City's satisfaction that it can operate the Project in full compliance with all City requirements; and (iv) City determines, in the sole exercise of its reasonable discretion, that no terms of the transfer or conveyance threaten City's security or the successor's ability to comply with all requirements of this Agreement.

- c. Developer shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the Period of Affordability.
- d. Nothing contained in this Section 9 shall prohibit the transfer of the Property or Developer's interest therein that is permitted under Article VIII of the DDA.

10. Restrictions on Encumbrances.

Developer covenants that Developer has not, and shall not enter into or execute any other agreement with provisions contrary to the provisions of this Agreement, or contrary to the intent of maintaining the affordability of the Property for the full Period of Affordability described in Section 8, above

11. Reserve Accounts

In compliance with the applicable Grantor requirements, capitalized reserve accounts totaling \$_____ including a Permanent Operating Deficit Reserve Account in the amount of not less than \$_____, an Operating Reserve in the amount of \$_____, (replacement reserve is not capitalized.) a Transition Reserve in the amount of \$_____ and a Services Reserve in the amount of \$_____, all shall be established, funded and maintained by Developer. Reserves for replacement shall be in accordance with the requirements of the State Department of Housing and Community Development ("HCD") and as required by any senior lender. In Years 1 through 5, the annual deposit to the Replacement Reserve Account shall be in the amount of _____ Hundred Dollars (\$ _00) per unit per year. The annual deposit amount for Years 6 through 55 shall be based on a third-party physical needs assessment to be prepared at the Developer's expense every five (5) years from the Effective Date, assessing the replacement needs of the Project.

12. Non-Discrimination; Compliance with Fair Housing Laws

a. Fair Housing. Developer shall comply with State and Federal fair housing laws in the marketing and rental of the units in the Project.

b. Non-Discrimination. Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With

respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(2) In Leases, the following language shall appear:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(3) In Contracts

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

Additional language may be required by City staff.

13. Default and Remedies

a. Events of Default The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") hereunder:

(1) The occurrence of a transfer, sale or conversion in violation of Section 9 hereof or an encumbrance in violation of Section 10 hereof;

(2) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Developer thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(3) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(4) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the property or the improvements thereon, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(5) Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated; or

(6) Any material breach by Developer or any of its successors of any representation, warranty or covenant hereunder, which is not cured within thirty (30) days after notice thereof given by the City, or, if a cure is not possible within thirty (30) days, where cure is not commenced within thirty (30) days and thereafter diligently prosecuted to completion.

b. Remedies If an Event of Default occurs under the DDA, this Agreement or documents for the Permanent Loan, City may give written notice to the Developer by certified mail or any express delivery service with a delivery receipt requested. If the breach or violation is not cured to the satisfaction of the Party so notifying Developer within the time period specified in the notice, which shall not be fewer than thirty (30) days, the notifying Party may declare a default and may seek legal remedies including the following:

(1) Collect all rents and income in connection with the operation of the Project and use the same and the reserve funds for the operation and maintenance of the Project.

(2) Take possession of the Project and bring any action necessary to enforce any rights of the Developer arising from the operation of the Project, and operate the Project in accordance with the terms of this Agreement until such time as the City, in its sole discretion, shall determine that the Developer is again in a position to operate the Project in accordance with the terms of this Agreement.

(3) Apply to the applicable state or federal court for an order of specific performance of this Agreement, or for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. It is agreed by the Developer that the injury to the City arising from a default under any of the terms of this Agreement would be irreparable, and that the amount of compensation which would provide adequate relief to the City, would be impossible to ascertain.

(4) [RESERVED]

(5) The City may seek such other remedies as may be available under law or equity.

(6) In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charges to the affected households.

c. Remedies Cumulative The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

14. Recordkeeping and Reports

Developer or the management agent designated by Developer, as approved by City, will be responsible for recordkeeping and reports, including those required to comply with Fair Housing and Equal Opportunity requirements, as may be required by City. The management agent will establish and maintain a comprehensive system of records, books, and accounts in a manner conforming to the directives of Developer in order to assist City in meeting Federal and State recordkeeping and reporting requirements, as applicable. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of City. All such records and books shall be kept for a period of at least seven (7) years in a manner designed to protect them from destruction or tampering, and shall be subject to inspection and audit by the City, or its authorized agents.

Annually, by the last day of March, Developer shall provide to City a certified financial accounting of the prior year's performance of the development substantially in the form the required of participants in the Tax Credit program as administered by the California Tax Credit Allocation Committee.

15. Maintenance & Management

- a. Developer is solely and specifically responsible for all maintenance, repair, and management functions for the Project, including without limitation, selection of tenants, certification and recertification of household eligibility, income and size; evictions, collection of rents, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Developer shall maintain units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR 882.109. City shall not have any responsibility for management or maintenance of the Property or the Project, but shall have the remedies provided for in Section 13 hereof, which they may exercise at their option as applicable.
- b. Developer may contract with a management agent for the performance of the services or duties required in Section 15a above. However, doing so shall not relieve Developer of responsibility for proper performance of said duties. Any such contract shall contain a provision allowing Developer to terminate the contract without penalty with no more than thirty (30) days' notice. Upon determination by City and notice to Developer that the contracted management agent has failed to operate the Project in accordance with this Agreement, and the management agent has failed to cure the breach within 30 days or such additional time as is necessary and agreed to by City to cure provided that the management agent has commenced the cure within 30 days and is diligently pursuing the cure to completion, Developer shall exercise such right of termination forthwith and shall immediately

make arrangements, subject to City approval, for continuing performance of the requirements of this Agreement.

- c. If Developer operates the Project directly without contracting with a management agent and City determines that the Project is not being operated in accordance with this Agreement, City may provide notice to Developer thereof, and may require Developer to contract with a management agent to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the requirements of this Agreement.

16. Inspections

- a. Developer shall allow City access to the Project to conduct inspections on an annual basis, or more frequently, with fourteen (14) days written notice to Developer.
- b. Developer shall provide tenants with a minimum of twenty-four (24) hours written notice prior to seeking access to a tenant unit for inspection purposes. In said notice, Developer shall clearly inform tenant of the purposes of the inspection.

17. Hazard & Liability Insurance

- a. Developer shall at all times keep the Project insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and other such hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as set forth in the DDA. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to City. Property insurance policies shall name City as an additional insured in a manner approved by City.
- b. Insurance proceeds and condemnation awards for any loss to or taking of the Project, or any portion thereof, shall be applied or utilized by Developer as provided in the Leasehold Deed of Trust.

18. Governing Law

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

19. Successors and Assigns

This Agreement and all the covenants, promises, and agreements contained in it shall be binding on and inure to the benefit of the Parties and their respective legal and personal representatives, devisees, heirs, successors, and assigns.

20. Severability

If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless, in the sole discretion of City, the invalidity, or unenforceability of the provision negates the purpose of this Agreement and/or threatens the security for the City's Permanent Loan.

21. Venue

If either Party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the Parties agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Sacramento or in the United States District Court for the Eastern District of California, as applicable.

22. Costs of Enforcement

Developer agrees to pay any and all of City's costs with respect to enforcement of this Agreement, including City's reasonable attorneys' fees, costs and expenses.

23. Counterparts/Originals

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one (1) entire Agreement.

24. Amendment

This Agreement shall not be altered or amended except in a writing executed by the Parties.

25. No Waiver

No waiver by the City of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach or default hereunder.

26. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

27. Parties Not Co-Venturers

Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

28. Notice

Written notices and other written communications between the Parties shall be addressed to their principal place of business unless or until a Party communicates in writing to the other party that a different address should be used.

29. Hold Harmless

Except to the extent arising from the City's gross negligence or willful misconduct, Developer agrees to indemnify, defend and hold harmless the City and its agents, employees and officers (collectively, "**Indemnitees**") from and against any and all claims, losses, liabilities, causes of action or costs (including reasonable attorneys' fees) arising from or in connection with Developer's development, management, maintenance or operation of the Project.

30. Affordability Protocols

To the extent that State, Federal and local laws and regulations may conflict with respect to household income levels, rent levels, or similar provisions relating to affordability of the Project, the Parties acknowledge and agree that the intent of this Agreement is to provide the maximum affordability restrictions.

SIGNATURES ON FOLLOWING PAGE.

By signing below, Developer accepts and agrees to the terms and covenants contained in this Agreement.

CITY:

The City of Rancho Cordova,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

By: _____

Its: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 201_, before me, _____,
Notary Public personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____(Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 201_, before me, _____,
Notary Public personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT G

**FORM OF MEMORANDUM OF DISPOSITION AND
DEVELOPMENT AGREEMENT**

Recording Requested by
and when Recorded, return to:

The City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

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

This memorandum is recorded at the request of the City of Rancho Cordova and is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

FORM OF MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

This MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum") is entered into this ____ day of _____, 2015, by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation (the "City"), and **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation ("Developer").

This Memorandum is made with reference to the following:

1. The City and Mercy Housing California ("MHC") entered into that certain Disposition And Development Agreement dated as of December 7, 2015 (the "DDA") concerning the disposition and development of that certain real property located in the City of Rancho Cordova, California and more particularly described in Exhibit "A" attached hereto and commonly known as "Mather Veterans' Village" (the "Phase 3 Property"). Any capitalized term used, but not defined, in this Memorandum shall have the meaning provided in the DDA.
2. Pursuant to that certain Assignment and Assumption Agreement dated the same date hereof, MHC assigned to Developer its rights, title and interest in and obligations under the City/County Lease with respect to the Phase 3 Property.
3. The DDA provides for City and Developer to enter this Memorandum and to record the same in the Official Records of Sacramento County, California, to provide notice to all persons of the existence of said DDA, which DDA is binding on Developer and Developer's successors-in-interest as to the Property.

4. This Memorandum is not intended as a full description of the terms and conditions of the DDA. This Memorandum shall not replace, alter, or modify any term or condition set forth in the DDA, nor shall it be used to interpret the terms and conditions of the DDA

5. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, City and Developer have entered into this Memorandum as of the date first set forth above.

"CITY"

City of Rancho Cordova,
a California municipal corporation

By: _____

Its: City Manager _____

ATTEST:

City Secretary

“DEVELOPER”

Mercy Housing California
a California nonprofit public benefit corporation

By: Mercy Housing California,
a California nonprofit public benefit
corporation

By: _____
Its: _____

State of California)
 County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
 County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT H

DEVELOPMENT AND PERFORMANCE SCHEDULE

DEVELOPMENT AND PERFORMANCE SCHEDULE

Mather Veterans Village Phase 3
(AP# 067-1040-002)

The following milestones, dates and products, shall constitute performance requirements of the Developer Mercy Housing California, a California 501(c3), nonprofit corporation ("**Developer**") in the application for financing, construction, rent-up and continuing operation of the 50 unit, affordable project to serve homeless and/or disabled Very Low Income veterans known as Phase 3 of Mather Veterans Village.

- **Entitlements, Permits, and Approvals**

- On or before December 31, 2016, Developer shall have obtained each entitlement, permit or approval required for the installation of improvements and the construction loan close for Phase 3 unless, as a result of discussion, both parties agree to an extension. If such Entitlements, Permits and Approvals are not obtained as required, the term of this DDLA Agreement shall end on December 31, 2016.
- Satisfaction of this requirement shall be met by proof submitted to the City of Rancho Cordova that all documents required for a construction loan close are available or have been submitted to escrow.

- **Construction Loan Closing**

- On or before December 31, 2016 or 30 days from the issuance of building permits, whichever occurs first, Developer shall cause a construction loan closing to occur. The closing shall include a construction loan satisfactory to the City of Rancho Cordova and a Syndication Agreement satisfactory to the City of Rancho Cordova. In the event that Developer has failed to close the construction loan by December 31, 2016, unless the parties agree to an extension, this DDLA Agreement shall end on that date.
- Satisfaction of this requirement shall be a timely construction loan closing including the delivery to the City of Rancho Cordova of proof of the recordation of documents within 5 business days of the closing.

- **Construction Completion**

- Construction shall be completed within 485 days of the construction loan closing
- Satisfaction of this requirement shall be evidenced by the City's delivery to the Developer of a Certificate of Completion. (Note that the delivery of this certificate requires the determination by the City of Rancho Cordova that, in addition to those requirements identified in the DDA, the following requirements have been satisfied: Labor Standards requirements, Certificate of Occupancy, proof that all liens have been released, recorded AIA Notice of Completion and an initial draft of the Final Budget.)

EXHIBIT I
APPROVED PLANS PER DESIGN REVIEW

(The Finance Plan included here is an initial
estimated budget which will be refined as
funding commitments are added and costs are bid.
A complete Finance Plan will require City approval
prior to construction start.)

EXHIBIT J

FINANCING PLAN

(The Finance Plan included here is an initial estimated budget which will be refined as funding commitments are added and costs are generated. A complete and final Finance Plan will require City approval prior to construction start.)

Preliminary Finance Plan

PROJECT NAME:	Mather Veterans Village Phase III
FINANCE TYPE:	9% LIHTC VHHP
ADDRESS:	Mather Field, Rancho Cordova
HOUSING TYPE:	Veterans/Supportive
COUNTY:	Sacramento
SPONSOR:	MERCY HOUSING CALIFORNIA/VRCA

CONSTRUCTION SOURCES OF FUNDS

<u>CONSTRUCTION SOURCES OF FUNDS</u>	Amount	Per Unit	% of TDC
Bank Construction Loan	13,906,334	278,127	71%
9% Tax Credit Equity	1,268,325	25,366	7%
City Measure H	75,000	1,500	0%
City of Rancho land donation	-	-	0%
Expenses Paid at Conversion to Perm	4,250,000	85,000	22%
TOTAL CONSTRUCTION SOURCES	19,499,659	389,993	100%

PERMANENT SOURCES OF FUNDS

<u>PERMANENT SOURCES OF FUNDS</u>	Amount	Per Unit	% of TDC
	-	-	0%
	-	-	0%
9% Tax Credit Equity	12,683,247	253,665	65%
VHHP	6,241,412	124,828	32%
City of Rancho land donation	500,000	10000	3%
HCD AHSC - TBD			
FHLB AHP		-	0%
City Measure H	75,000	1,500	0%
TOTAL PERMANENT SOURCES	\$ 19,499,659	\$ 389,993	100%

USES OF FUNDS

Acquisition	500,000	10,000	2.6%
Hard Costs	8,451,794	169,036	43.3%
Architectural	507,108	10,142	2.6%
Engineering	100,000	2,000	0.5%
Constr. Int and Fees	1,220,098	24,402	6.3%
Permanent Financing	10,000	200	0.1%
Legal	65,000	1,300	0.3%
Operating/Services Reserves	4,250,000	85,000	21.8%
Contingencies	1,095,179	21,904	5.6%
Other Costs	1,800,480	36,010	9.2%
Developer Costs	1,400,000	28,000	7.2%
Syndication	100,000	2,000	0.5%
TOTAL USES	19,499,659	389,993	100.0%

SURPLUS/GAP	\$	0	\$	0
-------------	----	---	----	---

EXHIBIT K
FORM OF CERTIFICATE OF COMPLETION

FORM OF CERTIFICATE OF COMPLETION

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE 6103.27383

Space above this line for Recorder's use.

CERTIFICATE OF COMPLETION

This Certificate of Completion (this "**Certificate**") is made by the City of Rancho Cordova, a public body, corporate, and politic ("**Agency**") effective as of _____.

RECITALS

A. City and _____, a 501C3 not for profit corporation ("**Developer**") entered into that certain Disposition And Development Agreement (the "**DDA**") dated as of _____ concerning the development of certain real property located in Rancho Cordova, California and more particularly described in Exhibit A attached hereto (the "**Property**"). A Memorandum of the DDA was recorded in the Official Records of Sacramento County ("**Official Records**") as Instrument No. _____, Book _____, Page _____. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the DDA.

B. Pursuant to Section 5.16 of the DDA, the City is required to furnish the Developer or its successors with a Certificate of Completion upon completion of development of the Project in accordance with the DDA.

C. The City has determined that the development of the Project has been satisfactorily completed in accordance with the DDA.

NOW, THEREFORE, the City hereby certifies as follows:

1. Development of the Project has been satisfactorily completed in conformance with the DDA.
2. All use, maintenance and nondiscrimination covenants contained in the DDA shall remain in effect and enforceable in accordance with the DDA. This Certificate does not constitute evidence of Developer's compliance

with those covenants in the Loan Agreement that survive the issuance of this Certificate, including without limitation, compliance with the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into pursuant to the Loan Agreement and recorded in the Official Records as Instrument No. , Book , Page .

3. This Certificate does not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and does not constitute a notice of completion under California Civil Code Section 3093.

4. Nothing contained in this instrument shall modify any provisions of the DDA or any other document executed in connection therewith.

IN WITNESS WHEREOF, the City has executed and issued this Certificate of Completion as of the date first written above.

**The City of Rancho Cordova,
a California municipal corporation**

By: FORM: DO NOT SIGN

Name:
Authorized Signatory

ATTEST:

By: FORM: DO NOT SIGN

APPROVED AS TO FORM:

By: FORM: DO NOT SIGN

Name:
Authorized Signatory

SIGNATURES MUST BE NOTARIZED.

State of California)

County of _____)

On _____, before me, _____,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____, before me, _____,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

